

Project: Construction of 4-Lane Elevated Road as a part of JP Ganga Path (Digha to Deedarganj from Nurrudin Ghat (Ch:16+975.79 Km) to Dharamshala Ghat (Ch:19+890 Km) (Length: 2.914 Km) with allied facilities and Widening and Strengthening of existing Road to 4-Lane from the junction of JP Ganga Path at Deedarganj (Ch:20+500Km) to ROB approach on SH-106(Old NH-30) (Length-750 Mtr.) & Development of 4-lane road from Patna Sahib Railway station (Ch. 0+000) to Patna Ghat (Ch.1+550) in replacement of existing old railway line of Patna Sahib-Patna Ghat at Patna in the State of Bihar on EPC Mode

CLARIFICATION TO THE PRE-BID QUERIES

Sl. No.	Document / Volume Name	Article / Clause No.	Existing Clause/ Description	Bidders' Query / Request	Reply of BSRDCL
1	Vol-II Draft EPC Agreement	Clause 1 (iv), Schedule A	SITE OF THE PROJECT The Site The alignment plans of the project highways are specified in Annex III. In the case of sections where no modification in the existing alignments of the project highway is contemplated, the alignment plan has not been provided. The alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the project highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex- III based on site/ design requirement.	As per tender document, the project is under EPC mode and project design is contractor's responsibility. So, minimum FRLs clause is inappropriate for the contractor and will create ambiguity during design stage. Contractor should be given the flexibility to design the highway according to the site feasibility / specifications and manual.	As per RFP.
2	Vol-II Draft EPC Agreement	Annex I, Schedule B, Clause 5	Pavement Design Stretch -(A)- Main carriageway along with Toll Plaza is an elevated structure/road, so concrete pavement will have bituminous wearing coat comprised of Bituminous Concrete 40 mm thick overlaid with 25 mm thick Mastic Asphalt (Type-2).	The pavement crust suggested in the clause is not commensurate with the total time assigned for construction of the project. The Contractor shall have the privilege to alter the pavement composition based on IRC manual and specification to the concessionaire for best competitive bidding.	Stretch-A - As per RFP
			Stretch-(B) – Flexible pavement – On existing road- minimum 50mm BC with profile correction (with BC) for camber & gradient. Widening portion – the pavement composition shall be minimum 50mm BC plus 125mm DBM plus 250mm WMM plus 250mm GSB over 500mm compacted subgrade (with minimum effective CBR 10%). To avoid any doubt, Top of 250 mm GSB in widened portion shall match with top of existing GSB layer. The contractor for this section shall match the profile with start point at junction of JP Ganga Path end to provide smooth riding quality. Top 50mm BC shall be overlaid in continuity over whole existing and widened portion to act as single structural layer maintaining required camber/gradient and to provide smooth riding quality.		Stretch - B - As per Addendum
			Stretch-(C) – Flexible pavement – New Construction of 4-lane configuration highway. - The pavement composition shall be minimum 50mm BC plus 125mm DBM plus 250mm WMM plus 200mm GSB over 500mm compacted subgrade (with minimum effective CBR 10%). Rigid Pavement -on service road (TCS-5) 250mm PQC M40 over 150mm DLC over 200mm GSB (Grade-V) over 500mm compacted subgrade as per specification & standards and at level as per site requirement.		Stretch - C - As per RFP
3	Vol-II Draft EPC Agreement	Clause - 6.1 (iii), Disclaimer	The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1 (i) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.	The bidder understands that it only acknowledges and accepts the risk of inadequacy, mistake or error in or relating to any matter set forth in Clause 6.1 (i), which is limited to the Scope defined in Schedule - B. Anything beyond, that is specified in Schedule B shall be considered as additional work and dealt under Change of Scope under Article 13.	As per RFP.
4	Vol-II Draft EPC Agreement	Clause - 8.2 (i) Procurement of the Site	"The Authority Representative, the Contractor and Authority's Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site..."	Memorandum shall be jointly prepared by Authority Representative, the Contractor and Authority's Engineer (AE). So, in case AE is not appointed within the timeframe i.e. 10 days from signing of the Agreement, how this activity shall be accomplished?	As per RFP.
5	Vol-II Draft EPC Agreement	Clause – 8.2 (ii) Procurement of the Site	"...If the contractor fails to join for site inspection or disputes the parts of the site available for work, the Authority's Engineer shall decide the parts of the site where work can be executed and notify to both the parties within 3 days of the proposed date of inspection. The parties agree that such notification of the Authority's Engineer as mentioned hereinabove shall be final and binding on the parties."	During preparation of memorandum by Authority representative and AE, if any dispute on hindered / encumbered ROW is raised by Contractor, how the concern of the Contractor will be addressed as the said provision is against the spirit of the Contract and good industry practice.	As per RFP
6	Vol-II Draft EPC Agreement	Clause – 9.2, Shifting of obstructing utilities		The Bidder understands that in the event of any delay in approval for Shifting of Utilities or the estimates by the Authority, the Contractor shall not be responsible for such failure and Extension of Time shall be granted for such failure of the Authority.	As per RFP

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7	Vol-II Draft EPC Agreement	Clause - 12.2, Completion Certificate	(i) Upon completion of all Works forming part of the Project Highway, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of the insurance defined in Article 20 and Schedule P of this Agreement, it shall, at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-L (the "Completion Certificate"). (ii) Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority. (iii) Without prejudice to the obligations of the Contractor specified in Articles 14 and 17, the property and ownership of all the completed Works forming part of the Project Highway shall vest in the Authority.	It invariably happens that some part of Project remains incomplete for reasons not attributable to the Contractor. In such cases, it is understood by the Bidder that if land / ROW, as stipulated in the Agreement, is not made available to the Contractor, such works should be removed from the Scope of the Contractor and will have no impact on the issuance of Completion Certificate.	As per RFP.
8	Vol-II Draft EPC Agreement	Clause-13.2(ii) Procedure for Change of Scope	If the Contractor determines, not later than 90 days from the Appointed Date, that a Change of Scope to the Works is required, it shall prepare a proposal with relevant details as per Clause 13.2 (iii) at its own cost and shall submit to the Authority to consider such Change of Scope (the "Change of Scope Request").	The bidder understands that in the cases that arise due to other factors such as encountering new utilities, ancillary works, public demands etc. during course of execution of Project beyond 90 days of Appointed Date, the Change of Scope request shall be accepted by the Authority and dealt under Article 13 only. Further, it is requested to kindly clarify the applicability of NHAI Policy Circular no.8.3.41/2021 dated 24 th Aug.'2021.	As per RFP.
9	Vol-II Draft EPC Agreement	Clause - 13.2 (iv) Procedure for Change of Scope	The parties agree that costs and time for implementation of the proposed Change of Scope shall be determined as per the following: (a) For works where Schedule of Rates (SOR) of concerned circle of State's Public Works Department are applicable at the Base Date are available, the same shall be applicable for determination of costs. In case of non-availability of Schedule of Rates at the Base Date, the available Schedule of Rates shall be applied by updating the same based on WPI. 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.	The Bidder understands that for working out COS cost estimates, the SOR of current year should be adopted or SOR rate be escalated based on WPI. Please confirm.	As per RFP.
10	Vol-II Draft EPC Agreement	Change of Scope order	Upon consideration of the detailed proposal submitted by the Contractor under the Clause 13.2 (iii), the Authority, within 15 (fifteen) days of receipt of such proposal, may in its sole discretion either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in accordance with this Article 13 or reject the proposal and inform the Contractor of its decision and shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof.	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice?	As per RFP.
11	Vol-II Draft EPC Agreement	Clause - 14.1, Maintenance	Maintenance obligations of the Contractor	It is understood that during Maintenance period Authority is responsible for providing and bearing Electrical charges, whatsoever, for the project facilities.	As per Addendum.
12	Vol-II Draft EPC Agreement	Clause - 19.17, Change in law	(i) "If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law". (iii) "The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law".	If the Authority, within 15 days from the date of receipt of the notice from the Contractor, does not determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law then what remedy the Contractor will have and how the concern of the Contractor will be addressed with respect to the determination of Change in Law.	As per RFP
13	Vol-II Draft EPC Agreement	Schedule - A (Annexure II), Dates for providing Right of Way of Construction Zone	The dates on which the Authority shall provide Right of Way of Construction Zone to the Contractor on different stretches of the Site are stated below:	Authority is requested to provide the Chainage wise Land Acquisition status of Proposed ROW (PROW).	As per RFP
14	Vol-II Draft EPC Agreement	Schedule-K Test on Completion, 2. Test	(iv) Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards, except tests as specified in clause 5, but shall include measuring the reflectivity of road markings and road signs; and measuring the illumination level (lux) of lighting using requisite testing equipment.	The Authority shall clarify the meaning of the Other tests, the details needs to be mentioned specifically about the types of other tests possible as there is minimum but no limit for maximum.	As per RFP.

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15	Vol-II Draft EPC Agreement	New Clause No 1.2.10 for EPC Project	<p>A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for „Class – I local Supplier” / „Class – II local Supplier”, as the case may be. The self- certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as “Non Local Supplier”.</p> <p>In the above pretext, the Class – I Local Supplier, Class – II Local Supplier and the Non- Local Supplier are defined as under.....</p> <p>In case of procurement for a value in excess of Rs. 10 crores, the „Class – I local supplier” / „Class – II local supplier” shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	<p>In the True Spirit of this clause a bidder has to submit only Self Certification regarding the class – I or Class – II</p> <p>And the Certificate from the Statutory Auditor / Cost Auditor is to be submitted at the Time of Execution of the work. Please Clarify</p> <p>Since the word “Upon Construction is missing in these clauses but in the Clause 2.11.1 it is mentioned that the Certificate from Statutory Auditor / Cost Auditor is required Upon Construction of the Project.</p>	As per RFP.
16	Vol-II Draft EPC Agreement	Clause No 2.11.1: New Para added for EPC	<p>2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through e procurement portal http://etenders.gov.in comprising of the following documents along with supporting documents as appropriate:</p> <p>Self-Certification: Self- certification by the Bidder that its Bid meets the Local Content requirement for „Class – I Local supplier”/ „Class – II Local supplier”, as the case may be. The Self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as „Non Local Supplier”.</p> <p>In case of procurement for a value in excess of Rs. 10 crores, the „Class – I Local supplier” / „Class – II Local supplier” shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.</p>	<p>The Clause needs to be more elaborated and specified regarding submission of the Certificate from Statutory Auditor. (i e after execution of the work) Because Statutory Auditor Cannot provided certification of the Future Work based on Assumption.</p> <p>It is also requested to attach a specific format for Self-Declaration in the RFP</p>	As per RFP.
17	Vol-II Draft EPC Agreement	General	Plan and Profile	Plan and profile available with the Bid Document is scanned image and the levels are not clear. Authority is requested to kindly provide clear drawings for better understanding of the project.	As per RFP. DGMT(Tech.), PIU Gulzarbagh may be contacted if drawings are not clear.
18	Vol-II Draft EPC Agreement	General	Detail Project Reports	Authority are requested to please provide the Detail Project Reports.	As per RFP.
19	Vol-II Draft EPC Agreement	General	Geotechnical Investigation	Authority is requested to kindly furnish Geotechnical Investigation Report	As per RFP.
20	Vol-I RFP	2.2.2.2 (ii) Technical Capacity	Similar Work shall mean an Elevated Road projects / Major Bridges/ Flyover /ROB/RUB, in not less than 4 lane carriage width with at least one span of 30 meter and Experience of the Pile foundation work in river for continuous stretch of 500 m minimum	<p>Please clarify that</p> <ol style="list-style-type: none"> 1. It is requested to consider experience of pile foundation in ongoing work / running projects till bid due. 2. Kindly consider experience of piling in sea area for 500m length 3. Kindly Clarify that the experience of the Elevated Road projects / Major Bridges/ Flyover /ROB/RUB and experience of pilling can be meet in two different projects. 	As per Addendum.
21	Vol-I RFP	<p>Bid Document Vol-I Cl. 1.2.4 page No. 12</p> <p>Earnest Money Deposit (EMD)/ Bid Security</p>	<p>A Bidder is required to submit, along with its BID, a BID Security of Rs. 5.3528 Crore (Rupees Five Crore Thirty Five Lakh Twenty Eight Thousand only) (the "BID Security"), refundable not less than 180 (One Hundred Eighty) days from the BID Due Date.</p> <p>The Bidders will have to provide BID Security in the form of bank guarantee acceptable to the Authority</p>	With reference to Office Memorandum No F.9/4/2020-PPD of Ministry of Finance dated 12 Nov 2020, Govt has waived off requirement of EMD for various Govt tenders in infrastructure sector along with other measures such as reduction in PBG, retention etc. In view of above we request to waive of the requirement of EMD and instead accept Bid Security declaration (Undertaking) as is common practice in last 2 years.	As per RFP.
22	Vol-I RFP	RFP Clause 2.2.2.2 (ii) Qualification	Provided that at least one similar work* of 25% of Estimated Project Cost i.e. Rs. 133.82 Crore (Rupees One Hundred Thirty Three Crore Eighty Two Lakh 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.	<ol style="list-style-type: none"> 1) We understand the pile foundation in river can met through separate contract as in similar work elevated road projects / flyover projects . Please confirm 2) We request you consider the pile foundation in any water bodies instead of only river as this clause is restrictive. 3) We also request you exclude the pile foundation requirement from eligible projects as 	As per RFP

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			* Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and Experience of Pile foundation work in river for continuous stretch of 500 m minimum. Note- Experience claimed should be supported with the Certificate issued by the Principal Employer.	eligible project requirement is already covered in the elevated road project / major bridge / flyover projects.	As per Addendum
23	Vol-II Draft EPC Agreement	Cl. 3.1(iv) & 3.1(v) of Draft EPC Agreement, Pg. no. 22 Obligations of the Authority - Damages for delay in handing over of ROW	iv. Delay in providing the Right of Way, in accordance with the provisions of Clause 3.1 (iii) shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. v. 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 per actual costs incurred without any maximum capping.	As per RFP
24	Vol-II Draft EPC Agreement	Cl. 4.8 of Draft EPC Agreement, Pg. no. 30 Unforeseeable difficulties	Except as otherwise stated in the Agreement: (a) The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works. (b) The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and (c) The Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs	The Authority is requested to compensate for unforeseeable difficulties in terms of time & cost, and accordingly amend the provisions.	As per RFP
25	Vol-II Draft EPC Agreement	Cl. 6.1 of Draft EPC Agreement, Pg. no. 38 Disclaimer	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.	As per RFP
26	Vol-II Draft EPC Agreement	Cl. 7.5.1 of Draft EPC Agreement, Pg. no. 42 Retention Money	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 is requested to provide an option to submit Bank Guarantee in lieu of cash retention	As per RFP
27	Vol-II Draft EPC Agreement	Cl. 8.4 of Draft EPC Agreement, Pg. no. 46 Site to be free from Encumbrances	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.	As per RFP
28	Vol-II Draft EPC Agreement	Cl. 10.2(iv)(e) & Cl. 10.4(v) of Draft EPC Agreement, Pg. no. 56 Review of Drawings	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.	The Authority is requested to compensate Contractor in terms of time & cost for design delays on account of Authority / Authority Engineer, and accordingly amend the contract provisions.	As per RFP

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29	Vol-II Draft EPC Agreement	Cl. 9.4 of Draft EPC Agreement, Pg. no. 50 Felling of trees	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.	The subject provision does not mention anything regarding translocation of trees. The Authority is requested to provide clarity regarding provisions related to tree translocation. Further, aforesaid clause mentions that authority shall assist in obtaining applicable permits; in this regard we request that Authority being government entity is in best position to obtain necessary permits. Hence request to modify the clause accordingly.	As per RFP.
30	Vol-II Draft EPC Agreement	Cl. 10.5 of Draft EPC Agreement, Pg. no. 59 Cost compensation for EOT period	(i) Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Completion Schedule (the "Time Extension") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely: (a) delay in providing the Right of Way of Construction Zone, environmental clearances or approval of railway authorities, specified in Clause 3.1 (iv); (b) Change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed under Article 13). (c) occurrence of a Force Majeure Event (d) any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel, or the Authority's other contractors on the Site; and (e) any other cause or delay which entitles the Contractor to Time Extension in accordance with the provisions of this Agreement. (ii) The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 10.5 (i), inform the Authority's Engineer by notice in writing, with a copy to the Authority, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.	The Authority is requested to compensate the prolongation costs for execution of works beyond original stipulated completion date, as per actual incurred costs.	As per RFP. It is clarified that no prolongation cost in any case beyond original stipulated time shall be provided.
31	Vol-II Draft EPC Agreement	Cl. 13.4(ii) of Draft EPC Agreement, Pg. no. 79 Restrictions on Change of Scope	(ii) The total value of all Change of Scope Orders shall not exceed 10% (ten percent) of the Contract Price	The Authority is requested to remove the restriction of maximum limit and approve COS as per actuals. The Authority is requested to provide clarity on executing the COS in case it exceeds limit of 10% of Contract Price.	As per RFP
32	Vol-II Draft EPC Agreement	Article 14 page no 80 Maintenance Period	As per tender documents, Maintenance Period is 5 years, no maintenance shall be paid for first year; 0.50% of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year.	You will kindly appreciate that the amount payable for maintenance is highly in adequate, as contractor will be required to relay the bituminous course, painting of the structural components, replacement of any damaged/vandalised components during maintenance, replacement of street lights, payment of electricity bills etc. Hence in view of above, we request you to delete maintenance requirement from the scope of this project. However if same is not acceptable, we request to revise the payments for maintenance as below: 1% of contract price for 1st year 1.5% of contract price for 2nd year 2% of contract price for 3rd year 2.5% of contract price for 4th year and 3% of contract price for 5th year	As per RFP

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33	Vol-II Draft EPC Agreement	Cl. 26.3(i) of Draft EPC Agreement, Pg. no. 137 Arbitration	Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, shall be finally decided by reference of such dispute by either party to Bihar Arbitral Tribunal constituted under and in accordance with Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008 [Under the rules and procedure set out therein, as amended from time to time. The award of Bihar Tribunal shall be final and binding on the parties.	It is requested to adopt Arbitration & Conciliation Act, 1996 (as amended from time to time) to resolve disputes through Arbitration. With regard to appointment of Arbitrator, it is requested to provide the following- The Authority and Contractor shall each appoint their Arbitrator from the list of Arbitrators empanelled with Construction Industry Arbitration Council (CIAC). Both such nominated Arbitrators shall then jointly appoin the Presiding Arbitrator from the aforementioned list.	As per RFP
34	Vol-II Draft EPC Agreement	EPC Agreement Clause 19.2 (i) Advance	The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ Bank Rate + 3%, equal in amount to 10 (ten) percent of Contract Price	The Authority shall make an interest free advance, equal in amount to 10 (ten) percent of Contract Price.	As per RFP
35	Vol-II Draft EPC Agreement	EPC Agreement Clause 19.2 (vi) Page no. 97 Repayment of advance	The advance payment shall be repaid through percentage deductions from the stage payments determined by the Engineer in accordance with the followings: (a) deductions shall commence in the first Stage Payment Statement; (b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment including interest has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (80 percent) of the Contract Price has been certified for payment.	This will also have adverse effect on cash flow. 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) deductions shall be made at each Stage Payment Statement on pro rata basis until such time as the advance payment including interest has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (80 percent) of the Contract Price has been certified for payment.	As per RFP
36	Vol-II	Utility Details		Please provide drawings showing utilities falling within project corridor.	As per RFP.
37	Vol-III	Tender Drawings	Plan and Profile of Stretch A has been provided.	Please provide Plan and Profile of Stretch B and stretch C.	As per RFP.
38	Vol-III PFR & Drawings	Tender Drawings TCS of stretch C		Cross section of stretch C between chainage 0+106 to 0+116 & Ch 0+830 to 0+890 is not available. Please provide the same.	Please refer TCS-12 for Ch. 0+106 to 0+116 of Volume-III. For Ch. 0+830 to Ch. 0+890 please refer Addendum.
39	Vol-III PFR & Drawings	AutoCAD drawings		Please provide AutoCAD drawings of Project Plan and Elevation (Profile), including existing Topographic survey details, existing ground levels, hydrological data etc.	As per RFP
40	Vol-II	Soil Investigation Report		Please provide Soil Investigation Report / Geotechnical Data of the project.	As per RFP
41	Vol-II Draft EPC Agreement	Land for Casting Yard/ Labour Camp	Not provided as per tender	Request you to provide atleast 60,000m2 of land free of cost for Casting Yard/ Labour Camp/ Staff accomodation.	As per RFP. It shall be reponsibility of the Contractor to arrange the required land.
42	Vol-II Draft EPC Agreement	Sonic Testing of Piles		Please confirm whether sonic tubes are required to be placed in piles for sonic testing. If yes then whether its shall be placed in 25% of piles. Please confirm.	Yes in all the piles.
43	Vol-II Draft EPC Agreement	Reinforcement Coating		Please confirm whether any protective treatment/coating are required to be applied on reinforcement bars.	As per RFP.
44	Vol-II Draft EPC Agreement	Clause 7(e) of Schedule B Design		Kindly specify the load of utilities being carried over the structure.	As per RFP.
45	Vol-II Draft EPC Agreement	Design		Is it mandatory to provide the deck slab of 10m for the entire length of up and down ramp, even when the usable carriageway is lesser due to merging lanes? Kindly clarify	Yes. As per RFP.
46	Vol-II Draft EPC Agreement			Are bidder allowed to alter the profile of the box segments? Kindly confirm if the PSC box girder superstructure, the profile has to be maintained in line with provided drawings.	As per RFP.

Sl. No.	Document / Volume Name	Article / Clause No.	Existing Clause/ Description	Bidders' Query / Request	Reply of BSRDCL
47	Vol-II Draft EPC Agreement			Kindly confirm if the structure is to be designed for congestion loading	As per RFP.
48	Vol-II Draft EPC Agreement			Kindly confirm if we can provide a continuous or integral structure, while keeping the shape and dimensions of box girder and pier same as proposed.	As per RFP
49	Vol-II Draft EPC Agreement			Kindly confirm if the structure will carry SPV (385tonne Special Purpose Vehicle)	As per RFP.
50	ITB	Bid Submission Date	As per Tender 14 Feb 2022	In view of ongoing Covid Pandemic, Kindly extend bid due date by atleast 1 month from issue of detailed drawings, Soil Investigation Reports and other requested data as above. i.e. 15 March 2022	As per RFP
51	Vol-I, RFP	2.2.2.2 Technical Capacity (ii)/ RFP DOCUMENT	Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and Experience of Pile foundation work in river for continuous stretch of 500 m minimum. Note- Experience claimed should be supported with the Certificate issued by the Principal Employer.	We understand that Similar work means : 1. Elevated Road projects / Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter for continuous strength of 500 m having value 25% of the estimated Project cost AND 2. Experience of Pile foundation work in river / water bodies both can be from two different projects and are separate criteria AND NOT NECESSARY TO BE MET IN ONE SINGLE PROJECT , can be met jointly by members of JV	As per Addendum.
52	Vol-II Draft EPC Agreement	Tender Document Type of Structure and span configuration		Type of Structure shall not be insisted upon. Please confirm.	As per RFP
53	Vol-II Draft EPC Agreement & Vol-III,	Schedule-B & Tender drawings	Elevated Structure: Type of Superstructure (Stretch-A)	Being an Lumpsum contract the bidder can propose their own span arrangement and structural configuration also (i.e type of superstructure) like I-Girder, PSC Segmental Box girder ,balance cantilever, Structural Steel.....etc. Please confirm.	As per RFP
54	Vol-II Draft EPC Agreement	General Anticorrosive treatment to Reinforcement		Is any type of Protective coating required for Reinforcement Steel? Please confirm. Also confirm Type of Reinforcement proposed to be used.	As per RFP
55	Vol-II Draft EPC Agreement	General Painting For sub Structure and Super Structure		Is Painting to sub structure and super structure required ? If Yes, please provide the Specification of Painting.	As per RFP
56	Vol-II Draft EPC Agreement and Schedule-C	EPC Agreement Article and Schedule-C Article-14 Maintenance Schedule-C (Cl. 2) (e) Description of Project Facilities (e) Highway / Street Lighting: Electricity Charges (Stretch A, B & C)	Article-14.1(ii) (b):For the avoidance of doubt, the electricity charges for operation of electrical infrastructure installed along the project length, except the infrastructure being used by the Contractor for its own use, shall be borne by the Authority. Schedule C: (e) EPC contractor shall make suitable arrangements for procuring power supply to ensure uninterrupted lighting during night and when visibility is low, including provisions of DG sets as standby arrangements.	Article 14 Cl 14.1 (ii) (b) stipulate that all electricity charges for operation of electrical infrastructure installed along the project highway shall be borne by the Authority during maintenance period; whereas Schedule C (Cl.2 (e) stipulate that EPC contractor shall make suitable arrangements for procuring power supply to ensure uninterrupted lighting during night and when visibility is low, including provisions of DG sets as standby arrangements. Please clarify that the scope as per Schedule C (e) towards maintaining a suitable arrangements to ensure uninterrupted lighting during night and when visibility is low : (1) the same is for construction period only. and (2) the electricity charges towards the same is over & above our Quoted Price & Maintenance cost and the same shall be borne by the Authority.	As per Addendum. Schedule-C (e) - As per Addendum. Note : The EPC contractor has to operate and maintain the electrical infrastructure installed along the project length including the street lighting and High Mast Lighting (including payment of Electricity bills) during defect Liability period and maintenance period. After completion of defect liability period and maintenance period, the same shall be handed over to local body through BSRDCL. The Electrical charges for the infrastructure being used by the Contractor for its own use, shall also be borne by the Contractor.
57	Vol-III, PFR & Drawings	Tender drawings		Please furnish the CAD version of tender drawings	As per RFP
58	Vol-III, PFR & Drawings	Tender drawings	Type of Foundation in Main Elevated Bridge (Stretch-A)	Please confirm that type of foundation given in the GAD is not mandatory. Being an Lump sum contract the bidder can propose any other type of foundation also (like Pile , well foundation..... etc).	As per RFP
59	Vol-II	Design	SPV Loading	Please confirm if the elevated structure needs to be designed for SPV Loading.	As per RFP
60	Vol-II		Congestion factor	Please confirm if the elevated structure needs to be designed for congestion.	As per RFP
61	Vol-II		Type of Exposure and Seismic zone	Kindly confirm the type of exposure condition and Seismic zone applicable for the project.	As per RFP

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62	Vol-II Draft EPC Agreement		Sub Structure	Kindly confirm can the shape of structural components such as pier and pier cap be changed from what is given in the tender drawings while ensuring the aesthetics of the bridge.	As per RFP
63	Vol-II Draft EPC Agreement		Super Structure	Kindly confirm that the shape of superstructure stipulated in tender drawings is not mandatory & can be changed.	As per RFP
64	Vol-II Draft EPC Agreement		Type of Bearings	Bidder is free to choose the type of bearings under superstructure i.e. Elastomeric, POT PTFE or spherical as per design requirements. Please confirm.	As per RFP
65	Vol-II Draft EPC Agreement	General	Soil Investigation report / Bore log Details:	Please furnish the detailed geotechnical investigation report prepared during DPR for correct assessment of foundations	As per RFP
66	Vol-II Draft EPC Agreement	Tender Drawing	Diameter of Pile	Tender drawings specify provision of 1900mm dia piles and length 53.50 m. However, Bidder understands that this is tentative and they are free to choose the diameter, numbers and length of pile based on their own design.	As per RFP
67	Vol-II Draft EPC Agreement	General	Pier Protection / Fendering system	Is any type of pier Protection required? If Yes, Please specify type and details of pier protection and their location (i.e. Pier no.).	As per RFP
68	Vol-II		Wearing Course	Please specify requirements of wearing course on bridge deck	As per RFP
69	Vol-II Draft EPC Agreement	Tender Document Special Requirement: Stretch-A (b) Fencing	Fencing by proper mesh shall be provided at suitable (1.5m) heights on the elevated portion of main carriageway as per condition laid down by SEIAA for Environmental Clearances	We request department to kindly provide the detailed drawings and length of fencing proposed on main carriageway.	As per RFP
70	Vol-II Draft EPC Agreement	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
71	Vol-II Draft EPC Agreement		Dumping Ground for Debris / Muck	Kindly indicate the location, lead for Dumping ground required for disposal of debris / Pile Muck.	As per RFP
72	Vol-II Draft EPC Agreement		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. 15.0 acres) etc. free of cost.	As per RFP. It shall be responsibility of Contractor to arrange land.
73	ITB, Vol-I, RFP		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
76	RFP, Vol I	RFP, Vol I 2.2.2 Qualification requirements of Bidders: 2.2.2.2 Technical Capacity	Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and Experience of Pile foundation work in river for continuous stretch of 500 m minimum. Note- Experience claimed should be supported with the Certificate issued by the Principal Employer.	As the project does not fall under water / river body but is along river on land alignment only. Therefore, we humbly request that the similar work definition to be modified accordingly as suggested below: Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and Experience of Pile foundation work for continuous stretch of 500 m minimum. This will only enable the qualified bidders and department will also receive more and viable competitive bids. Request you to view the above suggestion appropriately and consider the same by issuing addendum in this respect.	As per RFP
77	RFP, Vol 1	1.2.4 – Bid Security	Bidder is required to submit, along with its BID, a BID Security of Rs. 5.3528 Crore (Rupees Five Crore Thirty Five Lakh Twenty Eight Thousand only) (the "BID Security"), refundable not less than 180 (One Hundred Eighty) days from the BID Due Date.	In line with Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, from Government of India, Ministry of finance, Bidder requests to allow submitting Bid Securing Declaration in the place of bid security.	As per RFP
78	RFP, Vol 1	RFP Document BOQ	Financial Bid Appendix-IB (Letter comprising the Financial Bid)	There is no BOQ in Excel format for uploading on etendering portal and also no any option for uploading financial form, there is only one option for uploading all technical and financial documents in portal. Bidder request to kindly do necessary changes on etendering portal for uploading Technical & Financial bids separately.	As per RFP. Technical & Financial sheets shall be uploaded.
79		Hydrological and Geotechnical Investigation		Kindly share the hydrological investigation report and Geotechnical investigation report.	As per RFP
80	Vol-II Draft EPC Agreement	General	Site for casting yard	Site for casting yard We request the Authority to provide a 5 acre of land for casting yard near to the site at free of cost.	As per RFP. It shall be responsibility of the Contractor to arrange the land.
81		Sonic testing of Piles		Please confirm whether sonic tubes are required to be placed in the piles for sonic testing. Please confirm.	Yes in all the Piles.
82		Reinforcement coating		Please confirm whether any protective coating coating/ treatment is required to be applied on reinforcement bars. Please confirm.	As per RFP
83	Vol-III, PER & DRAWINGS	Design		Kindly confirm if the structure is to be designed for congestion loading.	As per RFP

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84		SPECIAL REQUIREMENTS FOR PROJECT	In view, the brief details of shape & size of existing preceding & succeeding elevated section are as follows: 1. Stretch-(A)- 4 lane elevated road (Ch.16+975.79 Km to Ch.19+890 Km)/ Elevated structure (a) Minimum Pile Dia. 1900mm, Group – minimum 04 nos of Pile, Minimum Length of Pile- 53.50m (b) Mean Scour Depth (dsm)- 21.70 m (c) Pile Cap Dimension: Minimum 8.1m x 8.1m x 2.85 m (d) Pile Cap top level-46.350m (e) Pier Dia-. Minimum 2.5 m (f) Super Structure: Pre-stressed segmental construction; Depth of Segment-3.15m Superstructure and Substructure for the main Carriageway Elevated Structure will be designed for loading as per provision of IRC:6-2017 and other provisions for the design will be as per latest IRC codes for segmental construction.	We understand that since it is EPC project contractor is free do design the shape and size of the foundation as pile & pile cap were not visible.	As per RFP
85	Vol-II	General		Is it required to provide liner for Pile foundations? Please confirm.	Yes
86	Vol-II Draft EPC Agreement	Clause: 3.1	Right of way Clause 3.1 (b) GAD approval from railway authorities has been deleted.	We understand that approvals from railway authorities (if any) shall be obtained by the Employer. Please provide the current status of availability of land.	As per RFP. It is clarified that there is no ROB in Stretch A, B & C
87	Vol-II Draft EPC Agreement	Clause: 7.1	Performance Security (A) Within 14 (Fourteen) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority (the "Performance Security") for an amount equal to 5% (Five Percent) of its Bid Price.	We request you to reduce the Performance Security to 3% of bid price.	As per RFP
88	Vol-II Draft EPC Agreement	Clause: 7.4	Release of Performance Security (i) The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement.	We request you to release the Performance Security within 28 days from the expiry of Maintenance Period or the Defects Liability Period.	As per RFP
89	Vol-II Draft EPC Agreement	Clause: 7.5	Retention Money 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.	We request you to accept upfront Bank Guarantee towards retention money.	As per RFP
90	Vol-II Draft EPC Agreement	Clause: 10.3	Delay Damages (ii) 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	We request you to consider the value of pending works in place of the whole Contract Price for calculation of Damages. We request you to reduce the limit of Delay Damages to 5% of Contract Price.	As per RFP
91	Vol-II Draft EPC Agreement	Clause: 19.2	Advance Payment The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilisation expenses. The Advance Payment for mobilization expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier. 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. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee.	We request you to provide interest free advance payment.	As per RFP

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92	Vol-II Draft EPC Agreement	Clause: 19.10	Price adjustment for the Works The wholesale price index as published by the Ministry of Commerce & Industry, Government of India	We understand that the source for all the WPI indices is Office of Economic Advisor. Please confirm.	As per RFP
93	Vol-II Draft EPC Agreement	Clause: 19.10	Price Adjustment The following expressions and meanings are assigned to the value of the work done: RW= Value of work done for the completion of a stage under the following items of Schedule-H: i. Road works; and ii. Other works BR = Value of work done for the completion of a stage under the items Major Bridges and Structures (Schedule-H)	We understand that for value of BR works in Price Adjustment formulae, work done for Elevated roads and structural works shall be considered. Please confirm.	As per RFP
94	Vol-II	General	Working hours	Please confirm whether it is possible to work for 24 hours.	As per RFP
95	Vol-II Draft EPC Agreement	General	Permits at railway premises	We understand that the Employer shall provide all the permits required for working at railway premises timely so that the Contractor shall execute the works as per the work program.	As per RFP
96	Vol-II Draft EPC Agreement	General	Overhead gantry	We understand that there is no requirement to provide Overhead gantries in this project. Please confirm.	As per RFP
97	Vol-II Draft EPC Agreement	Clause: 26.3	Arbitration Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, shall be finally decided by reference of such dispute by either party to Bihar Arbitral Tribunal constituted under and in accordance with Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008 [Under the rules and procedure set out therein, as amended from time to time. The award of Bihar Tribunal shall be final and binding on the parties.	We request you to make The Arbitration and Conciliation Act, 1996 along with subsequent amendments applicable for dispute resolution under this Contract.	As per RFP
98	Vol-II Draft EPC Agreement	General	Material Advance	This being a capital intensive work, we request you to provide material advance for the following materials upto average consumption for 3 months: 1. Cement 2. Reinforcement steel 3. Aggregate 4. Sand 5. Bitumen	As per RFP
99	ITB	NIT Document	Submission Date	We request to extend the deadline for submission of time by another fifteen days from the existing date.	As per RFP
100	ITB	NIT Document	Clause No. 2.2.2.2. (ii) Technical Capacity : Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and Experience of Pile foundation work in a river for a continuous stretch of having 500 m minimum.	We requested to kindly consider only Elevated Road Project and give relaxation for experience of Pile foundation work in river & otherwise for continuous stretch of 500 m minimum. Further, requested to consider 10 years experience for similar work which is applicable in all MoRTH, NHAI, NHIDCL and other department EPC work as per Circular from MoRTH.	As per RFP
101	ITB	NIT Document	Clause No. 2.2.2.2. (ii) Technical Capacity : Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over/ ROB/RUB, in not less than 4-lane carriage width with at least one span of 30 meter and having Experience of Pile foundation work in a river for a continuous stretch of 500 m minimum.	To be Modify : Similar work shall mean an Elevated Road projects/ Major Bridges/Fly Over ROB/RUB, width with at least one span of 30 meter and Experience of Pile foundation/ well foundation.	As per RFP
102	Vol-II Draft EPC Agreement	Article-8 and Schedule -A	Notwithstanding anything contrary to the provisions of EPC Agreement, in case of unavoidable circumstances or any reason not attributable to the Authority, Authority reserves the right to descope the work of Stretch -(C) as a whole, either party shall not claim any damages, cost on account of this.	Please confirm availability of the land for Stretch-C. Incase, if the land is not handed over in stipulated time By the Employer. Employer will descope or not. Incase of non-availability of land and descopeing of the work in Stretch-C will it be dealt as per Clause 8.3 of Draft EPC Agreement.	As per RFP. Incase of Stretch-C, Article 8 shall not be applicable.

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