

S.NO	Reference Clause number	QUERIES	CLARIFICATIONS/ REPLIES
1	NIT; Bidding Data Sheet Page 19 Time Extension	We are in the process of collecting field data and compilation of market rates. -collecting the required details/information from our various clients. Some more time is required for preparation of bid for the above tender It is requested to kindly arrange for Extension of bid submission date by at least two weeks i.e. upto 20.08.2019 so that we can submit a most competitive bid.	The last date of submission of bids shall remain unchanged as specified in the Bidding Data Sheet. Deadline for submission of bids: 06 / 08/ 19 17.00 Hrs (Local Time)
2	Section 1, Clause 1.4.1 (i) Technical Criteria A, B & C Page 4,5	Please confirm the above mentioned experience is required in a single project or the same can be done in multiple projects.	The Specialized Agency must have required experience as mentioned in point number A or B or C from single project.
3	Section 1, Clause 1.4.1 (ii) Financial Criteria, Point Number A: Page 5	Financial Criteria, Point Number A: Generally, in all the tenders' average annual construction turnover required by the client is 30% of the estimated cost. So we request you to kindly consider the same, so that we will be eligible to participate in the bidding. We have enclosed the few tender documents indicating the same clause which we are requesting to consider.	Minimum average annual construction turnover shall remain unchanged (i.e 15 Million USD or equivalent) for the preceding three years as specified in the Bidding Document.
4	Section 1, Clause 1.4.1 (ii) Note (Viii) Page 6	Financial Criteria, Notes, Point Number (viii) Refer to above point it is assumed that if the company has done similar nature of work in joint venture is eligible to take part in tender. Please confirm if new joint venture is also	Joint Ventures bids are NOT allowed.



		<p>allowed. If not request you to please allow so that the maximum company can take part in this tender.</p>	
5	<p>Section 1, Clause 1.4.1 (ii) Note (Vii) Page 6</p>	<p>It is expected that JV is allowed in this specialized work. As a normal practice if one JV partner have more than 35% stake of total work his physical and financial criteria could be conserved 100% if other partners is /are not competing in same bid. JV are established for executing a specific job, when one company is not meeting some eligibility criteria but have experience and capability, but other JV partner can fulfill said criteria and jointly they qualify. The JV also ensures capability efficiency quality and technology enhancement as the experience and knowledge of both are integrated. This work being a specialized nature, it is more important to have joint venture where one could add his experience in Himalayan geology other could add input of their updated knowledge on technology. This practice is flowed in international and national level for all hydro project construction. Please confirm that JVs are allowed to bid in this specialized work and capability consideration on previous experience as explained above.</p>	<p>Joint Ventures bids are NOT allowed.</p>
6	<p>Section 3 Clause 60(iii-b) Page III-49</p>	<p>Mention maintenance period of 36 months must not be in scope of Nominated Sub-Contractor. As sub-contractor is providing all passive anchors after proper testing of each anchor. On the other hand complete design of scheme is not in the scope of sub-contractor. We request you to kindly reduce it to 6 months form time of work of completion.</p>	<p>Not agreed. The clause 60(iii-b) Section 3 shall remain unchanged.</p>

7	Section I Clause 1.31.1 (page number 16)	Retention money shall be recovered in accordance with Clause 60 (iii) of General conditions of contract of the C3 package with Main Contractor. According to clause 60 (iii) the retention money shall be valid for thirty six month. The valid period is very high. As sub-contractor is providing all passive cable anchors after proper testing of each anchor. On the other hand complete design of scheme is not in the scope of sub-contractor. We request you to kindly reduce it to 6 months form time of work of completion.	The clause 1.31.1 (page 16) of Instruction to Bidders, Section 1 shall remain unchanged.
8		Material like cement manpower diesel water, power, accommodation, fooding facility for staff etc. etc. Main Contractor is already established and working in the project. We request PHPA-II authority to insist and ensure the Main Contractor provide all required facility and sparable/available material machinery etc to the nominated Sub-Contractor. This will ensure time saving efficiency and cost effectiveness.	The details are attached as Annexure-I .
9	Time of Mobilization	As per the schedule mobilization time is one month. Time is very less to mobilize specialized personnel and equipment. Request you to consider at least three months.	Refer to Clause 1.1.1 of Section 1 and Bidding Data Sheet, the period of completion of work is 13 months. Clause 1.32.4 of Section 1 provides timelines for Milestone 1, 2 & 3 as 6 months, 11 months and 13 months respectively. Mobilization period shall not necessarily be 1 month but may vary provided Milestones MS1, MS2 & MS3 are achieved within the specified time lines.

10	Section 05. Technical specification Clause 5.4.1(F) Table 01 Page number 10.	When we are adding cable Anchor (CA-05) then the total length of Cable Anchor may be 51.0m instead of 54.00 m.	In Table 01, Clause 5.4.1 (F) of Technical specifications, Section 05 at page number 10, the figure '54' in last column (Total length) against CA 05 shall be read as '51'.
11	Mobilization advance	Mobilization fees is not mentioned in the Bid document. This is a common practice for specialized work. Please clarify and confirm about mobilization fee.	Mobilization fee shall not be applicable. However, Mobilization Advance shall be as per ITB clause 1.30.
12		Handling of Muck and construction of benches for anchoring: It must be in the scope of Main Contractor	Yes. The benches shall be developed by the Main Contractor.
13		Handling of cement bags upto working site: It must be in the scope of Main Contractor	The cement required for carrying out above works shall be provided by the Main Contractor as per Annexure-I.
14	Section 5: Technical Specification Clause 5.6.9 (2) Exclusion Page 38	Loose and rejected cable anchors which fall out during trimming, excavation and which are otherwise damaged, or displaced as a result of Contractor's operations. The Contractor shall replace such Cable Anchors at his own expense. According to scope of work, Excavation is not in the scope of work of Sub-contractor. Mentioned Clause doesn't applicable. Our observation may kindly be taken care of.	Serial number (b) of Exclusions, Clause 5.6.9 (2) of Technical Specifications, Section 5 shall be replaced to be read as follows: "Loose and rejected cable anchors falling during testing, stressing and installation and/or otherwise damaged, or displaced as a result of nominated Sub-Contractor's operations, the nominated Sub-Contractor shall replace the same at his own expense"
15	BoQ	In BoQ quantity of cement and admixtures for grouting is mentioned clearly. But for 100 T capacity of Cable anchors work quantity of cement and admixtures are not mentioned. Request you to kindly add quantity of cement and admixtures for grouting work for cable anchors.	The cost of quantity of cement and admixtures for grouting work for cable anchors is included in BOQ item 2.1: "Installation of 100 T capacity Anchors Excluding Head".



16	Section 1,2&4, Clause 1.30 Page 16 Mobilization Advance	5% of Accepted Contract amount We request you to kindly provide at least 10% of Accepted Contract Amount as mobilization Advance seeing the capital expenditure involved and volume of work	Mobilization advance shall be 5%.
17	GCC, Clause 10 (iii) Page 9 Performance Security	2.5% of Accepted Contract amount Request you to provide the time frame for providing the Maintenance Certificate after completion of work. Clause 49 page 37 of 75 of GCC is not applicable for our scope of work. Kindly clarify	The Clause 10(iii) Section 3, GCC shall remain unchanged. Completion certificates for the works covered in scope of nominated Sub-Contractor shall be issued upon completion of works of nominated Sub-Contractor. The period of Maintenance shall be 36 months calculated from date of completion of works covered in scope of nominated Sub-Contractor. Maintenance certificate shall be issued within 28 days after the period of maintenance as mentioned in clause 62(i) of GCC. Performance Security shall be valid until 30 days beyond the date of issue of Maintenance Certificate for works in the scope of the nominated Sub-Contractor
18	Section 1, 2 & 4, Clause 1.32.2. Page 16 of 52 variation Clause	Rates for BoQ items shall apply in respect of quantities of items of work executed due to variation up to 130 % (one hundred and thirty) of these individual items in BoQ. For the executed quantities beyond 130 % of BoQ quantity, the BoQ unit rates shall be reduced by 10 % of BoQ rates (i.e the nominated Sub- Contractor shall be paid @90% of the BoQ rates). We request you to kindly freeze the quantity variation to a maximum capping of +-20%	The Clause 1.32.2 of Instruction to Bidders, Section 1 shall remain unchanged.

19	Section 1, 2 & 4, Clause 1.32.4. Page 18 of 52 Intermediate Contract Milestones	Request you to kindly modify it as "The time period for work completion shall start from date of physical commencement of works after approval of the construction methodology by the competent authority.	The time period for Milestones shall be reckoned from date of award of work. The construction methodology shall be approved/commented upon by PHPA-II within 7 days of receipt and in case of failure of PHPA-II to do so in 7 days then it shall be considered as deemed approved and the nominated Sub-Contractor may proceed ahead with execution of works accordingly. The following is added after clause 5.5.9(viii) and clause 5.6.9(2)(iv) of Technical Specifications, Section 5: "In case, Intermediate Contract Milestones MS-1 and/or MS-2 are not achieved within the specified time then the withheld payment can be released only if the Intermediate Contract Milestone MS-3 is completed within the specified time"
20	Section 1,2&4, liquidity damages	Penalty for delay in completion of works for reasons not attributable to Sub-contractor. For delay in completion of works due to reasons not attributed to nominated Sub-contractor, the sub-contractor shall be shielded from Liquidated damages and suitable time extension and cost escalation should be provided. Also request to keep the maximum percentage of LD to a maximum of 2.5% of Contract Value	Damages shall be as per Clause 5.5.9 (viii) and 5.6.9 (2) (iv) of Technical Specifications. Time extension shall be granted as per the provisions of the Main Contract.
21	Section 1,2&4, Clause 1.32.4. Page 18 of 52	We request to kindly consider completion of Sub-contractor's scope of works in totality based on time duration of 13 months rather than individual Milestones.	Same as reply of point number 19.

	Intermediate Milestones		
22	Section 1, 2 & 4, Clause 1.4.1(ii) Page 6 of 52 financial criteria: Annual turnover	Minimum average annual construction turnover of 15 million USD (103.28 Cr. INR dated 31.07.19) or equivalent over the preceding three years We request that for the Financial Criteria Qualification can the Bidder submit its group company's financial credentials.	The Parent Company Credentials shall be considered on producing undertaking from the Parent Organization as per Attachment - 2 of Section 4. However, credentials of Parent Company can be considered for only one Subsidiary Company i.e. for one bidder only.
23	Technical specification Section 5, Clause 5-5.9 2. Page 25 of 38 Admixtures	Points iii, iv and v are missing in the document. Kindly clarify	It is typographical error. Point Number vi), vii) & viii) of clause 5-5.9 (2) of Technical Specifications, Section 5, shall be read as iii), iv) & v) respectively.
24	Technical specification Section 5, Clause 5-5.9 (b) i). Page 25 of 38 Exclusions	Repetitive drilling of holes shall not be paid for separately Muck Consolidation shall have re-drilling and re-grouting process in order to achieve required acceptance criteria. Request you to kindly consider cost for the same.	Only the final length of drilling from the top of hole till the bottom of hole shall be considered for payment.
25	Section 1,2&4, Clause 2.7 Page 43 of 52	Facilities provided by Main Contractor on chargeable Basis. Consumables, spares, materials, Construction power, compressed air. Request you to kindly provide per unit charge of Construction power provided by Main Contractor	As per Annexure-I.
26	Order of Precedence	Please clarify the order of precedence of the Tender Documents.	The order of precedence shall be as per the provisions of Para 4 of Contract Agreement attached as Annexure-II.

27	GCC, Clause 60 (ii) Page 48 of 75, Material/equipment Secured Advance	We request you to kindly provide material/Equipment secured advance of 95% of Material/equipment value after delivery at site	Material Advance of up to 75% of the material cost shall be admissible to the nominated Sub-Contractor against arrival of materials at site and upon submission of Invoice. The material advance shall subsequently be adjusted from the Interim payments. However, Equipment advance shall not be admissible to the nominated Sub-Contractor.
28	GCC, Clause 60 (ii) Page 47 of 75, Interim Payment timeline	Request you to kindly release 75% of the value within 7 days from date of receipt of invoice and balance payment shall be paid within 21 days from date of submission of invoice.	The payments shall be released as per clause 60 of General conditions of Contract, Section 3.
29		<p>The execution works are depending on a complex logistical supply chain which directly is affected by the starting date.</p> <p>a) What is the intended starting date for the execution of the grouting works inside the gallery on northern side?</p> <p>b) What is the intended starting date for the execution of the grouting works inside the gallery on southern side?</p>	<p>The current progress at Northern & Southern end of Downstream Surge Gallery (DSG) is provided at para 2.5, Section 2 of the Bidding Document.</p> <p>RCC wall at Northern Side is expected to reach EL. 595m by the end of October, 2019. The space behind RCC Retaining Wall and fallen muck shall be backfilled with M20 grade concrete by the end of October, 2019.</p> <p>The work front for Southern Side of DSG is currently available. RCC wall at Southern side has been constructed upto EL. 615m. The space behind RCC Retaining Wall and fallen muck is already backfilled upto EL. 615m.</p>

30	Working Platforms:	<p>a) Apparently remediation works on both sides of the rock muck (southern and northern side) are under way, by construction of retaining walls and filling the open void areas with M20 grade concrete. What is the actual status of these works, and to which extent / elevation will these retaining walls be constructed at the time the Specialized Contractor will commence anchoring works?</p> <p>b) From which individual elevation on northern side will the grouting works commence at the intended starting date?</p> <p>c) From which individual elevation on southern side will the grouting works commence at the intended starting date?</p> <p>d) What is the area / dimensions of the grouting working platform at the elevations given, and will the working platform areas be for the exclusive availability of the specialized contractor?</p>	<p>a) Same as reply of point Number 29</p> <p>b) & c) The platform for the work of consolidation grouting shall be available at EL. 615m in Southern end & at EL. 595m in Northern end.</p> <p>d) The dimensions can be worked out from the drawings enclosed as Section 7 of Bidding Document. As already clarified in the Bidding Documents, the works of strengthening measures by Main Contractor shall be carried out in tandem with the activities of nominated Sub-Contractor.</p>
31		As an experienced specialized contractor for such kind of works, we need to alert that a minimum strength equivalent of 10 MPa in the grouted rock mass cannot be granted. This is for information and will be incorporated into our proposal accordingly.	Should the core samples of the consolidated muck fail to achieve 10 MPa strength then the requirement of consolidating the fallen muck to achieve strength equivalent to M10 grade of concrete shall be reviewed appropriately as per site conditions.
32		As an experienced specialized contractor for such kind of works, we need to alert that a minimum groundwater conductivity (k-value) in the grouted rock mass cannot be	Not Applicable

33	Addendum I, Item 4	<p>granted. This is for information and will be incorporated into our proposal accordingly.</p> <p>Any design work related to the overall stability and sustainability of the rock cavern and the rock muck stabilization shall come from the Main Contractor and does not form part of the specialist contractor's scope of work. Please confirm, that the mentioned "Design" is related only to the anchor material and anchor elements.</p>	The Specialized Sub-Contractor shall be responsible for the scope of the work covered in Para 5.4 of the Technical Specifications, Section 5.
34	Clause 1.32.4 of Instruction to Bidders	<p>The time periods / contractual Milestones mentioned in Clause 1.32.4 of Instruction to Bidders are not realistic. For example, mobilization and site setup will take already a considerable portion until reaching MS-1. Please reconsider and revise. We suggest that the specialized contractor will propose his realistic schedule for appraisal of PHPA.</p>	The time schedule for completion of work shall be as per clause 1.1.1 & 1.32.4 of Instruction to Bidders, Section 1.