

PART – A

REPLIES TO THE QUERIES RAISED BY THE PROSPECTIVE BIDDERS ON THE BIDDING DOCUMENTS FOR THE WORK OF “CONSTRUCTION OF EIGHT LANE ACCESS CONTROLLED EXPRESSWAY AS OUTER RING ROAD TO HYDERABAD CITY IN THE STATE OF ANDHRA PRADESH, INDIA IN THE STRETCHES FROM SHAMIRPET TO PEDDA AMBERPET – FROM KM 61.700 TO KM 95.000 (NORTHERN ARC)” BEING TAKEN UP WITH THE LOAN ASSISTANCE OF JAPAN INTERNATIONAL COOPERATION AGENCY UNDER PHASE-2 PROGRAMME –ID-P198

A) KMC CONSTRUCTIONS LIMITED:

S.No	Clause	Query	Clarification
1.	Vol I, Section 1 clause 5.1 (c) Instructions To Bidders	We request you to kindly workout the Monthly production rates by assuming 9 months as a working period during the said year. The same was considered in JBIC, Phase – I programme works.	In case the experience certificates issued by the client contain quantities of work done in each financial year, the monthly production rates shall be worked out assuming that 9 months was the working period during the said year. However, if the actual working period is certified by the Employer, the same shall be considered.

B) GKC PROJECT LIMITED 2:

S.No	Clause	Query	Clarification
2	Clause 5.9(n) (i) & (ii) of ITB	It states that the lead partner and other partners should meet minimum of 40% and 25% respectively of the criterion given in Cl 5.1 & 5.2. Revision of the Cl 5.9 (n) (i) & (ii) of ITB to refer the clause 5.2 and 5.5 instead of 5.1 & 5.2 to have appropriate participation is requested.	Please see S.No.1 of corrigendum 7. [The clause is proposed to be modified in line with the provisions of the bidding documents in respect of JICA Phase 1 works, based on the concurrence of JICA]
3	Sub Cl. 47.1 of COPA & Appendix to bid	Liquidated damages proposed for Mile Stone I, II, III and whole works are very high, requested to reduce the same.	The terms and conditions of Bid Document remain unchanged.
4	Clause 60.4, COPA – Retention Money:	Contractor can replace the retention amount with an unconditional bank guarantee after the amount reaches half the value and after reaching maximum limit of Retention. Please note that the recovery/ deduction in IPCs would be as high as 35%. It is requested to consider to replace with BG when the retention amount reaches Rs 1 Cr to support the cash flow.	The terms and conditions of Bid Document remain unchanged.
5	Clause 60.7 (c), COPA – Recovery of Advance	a) Advance is of 5 to 15% on BOQ value but the recovery is 25% on IPC amount. It should be on BOQ value of IPC in place of IPC amount. b) Advance is on 5 to 15% but the recovery is 25% irrespective of the Advance amount is taken. If the advance taken is less due to any reason, the recovery should also be reduced appropriately. Cash flow will be a problem if the Contractor takes advance less than 15%	The terms and conditions of Bid Document remain unchanged.
6	Sl. No. 17 of ITB	If a bidder wishes to apply for all the three packages and if he is eligible for 1 or 2 of the 3 packages, he may be allowed to submit bid security of one or two packages with the highest values.	If a bidder wishes to apply for all the three packages and if he is eligible for 1 or 2 of the 3 packages, he may submit bid security of the highest value in case of eligibility for one package. In case of eligibility for two

S.No	Clause	Query	Clarification
			packages, he may submit bid security for the highest and next to the highest value. The bidder will be permitted to submit original bid security with highest value package and copy with other two packages in case of eligibility for one package or originals with highest and 2 nd highest and copy with the bid for 3 rd package in case of eligibility for two packages.

C) AFCONS INFRASTRUCTURE LIMITED:

S.No	Clause	Query	Clarification
7	Volume-I, section 1 Page No. 18 Qualification of the Bidder	Please clarify whether the monthly production rates for key construction activities will be the summation of monthly production of these activities from all eligible projects	Yes.
8	Volume-I, clause 60.5, Section-3, part II Retention Money	The contractor may be allowed to give Bank Guarantee of 5% towards retention at the beginning and no amount to be deducted from his RA Bills.	The terms and conditions of Bid Document remain unchanged.
9	Volume-I, Clause 60.7 Mobilization and Equipment Advance	We would request you to give interest free advance of 10% and 5% towards mobilization and equipment advance respectively.	The terms and conditions of Bid Document remain unchanged.
10	Volume-I, Labour cess	Please clarify whether any amount towards labour cess will be deducted from our monthly bills	Yes, in accordance with the Government norms in vogue.
11		We request you to kindly give us atleast 3 weeks time for submitting our offer for the above works, after receipt of your addendum	Please see corrigendum 6

D) HCC:

S.No	Clause	Query	Clarification
12	General	The project is funded by Japan International Cooperation Agency. Is there any Excise Duty and Import Duty exemption for the project?	No.
13	Volume I, Page No.9, Clause 4	If we are bidding for more than one package. Can we submit one single original EMD (of max value) with highest value package and copy with other packages?	If a bidder wishes to apply for all the three packages and if he is eligible for 1 or 2 of the 3 packages, he may submit bid security of the highest value in case of eligibility for one package. In case of eligibility for two packages, he may submit bid security for the highest and next to the highest value. The bidder will be permitted to submit original bid security with highest value package and copy with other two packages in case of eligibility for one package or originals with highest and 2nd highest and copy with the bid for 3rd package in case of eligibility for two packages.
14	Volume III, Page No.405, Clause 67.3	We suggest Hyderabad, India as Third Party Country.	The terms and conditions of Bid Document remain unchanged.
15	Volume II, Package3, Page No.443 BOQ	Please provide Item description for Day works.	This Item refers to supply of manpower and equipment incase of any necessity during the course of execution of the work at the request of ENGINEER.
16	Volume I, Page No.28, Clause 15	<u>Currencies of Bid & Payment:</u> Please confirm whether fluctuation in foreign currency exchange rate will be compensated to the contractor.	No.
17	Volume III A, Page No.404, Clause 60.7a/b	<u>Mobilization Advance & Equipment Advance:</u> It is requested to provide interest free Mobilization Advance.	The terms and conditions of Bid Document remain unchanged.

E) NAGARJUNA CONSTRUCTION COMPANY LTD:

S.No	Clause	Query	Clarification
18	HTMS	Please give the details of approved vendors.	The Vendors shall be approved by the ENGINEER at the time of execution on receipt of requisite information and credentials from the Contractor

F) LARSEN & TOUBRO LIMITED:

S.No	Clause	Query	Clarification
19	Volume I, Clause 47.3 of COPA Page No. 96.	Clause 47.3 – Bonus – it says that bonus will not be payable in case of extended stay due to any reason. We feel that it is not fair and bonus should be payable to contractor for extended stay as well, in case of reasons for extension of time is not attributed to the Contractor.	The terms and conditions of Bid Document remain unchanged.
20	Volume III A, Clause 47.1, Page No. 404.	The details of liquidated damages in respect of milestones are mentioned in appendix to bid. Kindly clarify if the LD recovered (due to failure to achieve the earlier milestone) shall be reverted if the Contractor achieves the latest milestone for e.g. if the contractor fails to achieve milestone I but achieves milestone II or fails to achieve the entire intermediate milestone but achieves milestone IV (project completion in time). Please clarify.	The terms and conditions of Bid Document remain unchanged.
21	Volume I, Clause 60.7 of COPA, Page No. 104 & 105.	We request you to kindly provide interest free advance. This will help Contractor to maintain easy cash-flow.	The terms and conditions of Bid Document remain unchanged.
22	Volume I	It is our experience that JICA aided projects do not follow a uniform policy for Excise and Customs duty exemptions and it depends on the agreement with JICA for individual projects. Kindly clarify whether this project will be eligible for excise & customs duty exemptions as applicable for	No exemptions in this project.

S.No	Clause	Query	Clarification
		World Bank and ADB aided projects and if so whether Project Authority certificate will be issued for such exemptions.	
23	Volume I	Kindly clarify whether Japan International Cooperation Agency (JICA) is an international organization to which the Central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947)	No.
24	Volume I Clause 17.2 of ITB Page No. 30.	Please include “Banks” as one of the issuing agency of Bid Security bank guarantee.	Please see S.No.9 of corrigendum 7.
25	Volume III C Sample form for PQ Form III & IV page No. 467-468.	Kindly provide the draft of undertaking to be submitted for making available the required staff and equipments.	Please see S.No.12 of corrigendum 7.
26	Volume I & III C Clause 10 of COPA Form of Performance Security; Page No. 82-83 & 451-452.	In the form of bank guarantee for performance security, we request you to kindly look in to the following issues: a) In Para (a) {on Page 451 of Volume III C}, the guarantee states that claim can be made before issue of the Defects Liability Certificate, whereas according to Para(b){ on Page 452 of Volume III C }, the Performance guarantee shall be valid upto 28 days from the issue of taking over certificate. Hence we request you to change the wordings in the BG format that “the claim can be made before issue of taking over certificate”. b) <u>Kindly include the following sentence in the BG format:</u> A pro rata reduction of value of BG upon completion of milestone and upon notification of the certificate of milestone completion, value of BG shall stand reduced.	a) Please see S.No. 31, 32 & 33 of corrigendum 6. b) The terms and conditions of Bid Document remain unchanged.

S.No	Clause	Query	Clarification
		<p>c) Kindly modify the last Para to include date of validity after the words “issue of taking over certificate.” i.e. up to----- {Date}</p> <p>d) Also include the following Para without which banks are unlikely to provide the BG “Notwithstanding anything contained herein before, our liability under this guarantee is restricted to {Rs._____}and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.”</p> <p>e) In case the original BG is not returned to the contractor for any reason and to avoid other complications arising out of it. We suggest that the format for BG shall include “upon expiry date, the guarantee shall become null and void and the guarantor is discharged of their obligations, irrespective of whether the original document is returned or not”. We request you to make the changes.</p>	<p>c) The terms and conditions of Bid Document remain unchanged.</p> <p>d) The terms and conditions of Bid Document remain unchanged.</p> <p>e) The terms and conditions of Bid Document remain unchanged.</p>
27	Volume I Clause 60.5 & 60.6 of COPA Page No. 103-104.	Kindly provide the draft of Form of bank guarantee for replacement of retention money.	Please see S.No.14 of corrigendum 7.

G) SIMPLEX INFRASTRUCTURES LIMITED:

S.No	Clause	Query	Clarification
28	Clause No. 5(b) Qualification of the Bidder	<p>We have already executed road job of NHAI of 72 Kms in Andhra Pradesh of approx. value of Rs. 282.00 Crores in JV with Ho Hup, a Malaysian company as Lead Partner with participation ratio of 50:50 with their involvement restricted to Project Management of the project and entire execution job was undertaken by Simplex.</p> <p>Based on our performance in this particular project we could get ourselves qualified for Gorkhpur – Gopalganj, Section of NH-28, World Bank funded project of approximate value of Rs. 259.77 Crores by virtue of induction of clause “Quote, for bid evaluation if the percentage in the previous JV was greater than 40% of the JV then the previous experience for the work would be recognized as 100%. If the percentage participation in previous JV was less than 40% of the JV then the actual percentage of the experience for the works would be recognized, Unquote”</p> <p>In view of above, we would request you to introduce the similar clause so that we would be able to submit our best competitive financial proposal.</p>	The terms and conditions of Bid Document remain unchanged.

H) JMC PROJECTS (I) LIMITED:

S.No	Clause	Query	Clarification
29	Volume I Page No. 30 Clause 17.4	The return of Bid validity of other than L1 & L2 may please be returned in 10 days after financial Bid is opened. The unsuccessful Tender can hence try elsewhere with that BG limit.	The terms and conditions of Bid Document remain unchanged.
30	Volume I Page No. 52 Clause 15 C	As 2008-09, is just over, the same may also be considered.	Please see S.No. 22, 23, 24 & 25 of corrigendum 7.
31	Volume I Page No. 114 & 115, D Board	In case the decision / award given by the Dispute Resolution Board is in favour of contractor and in case the Employer	The terms and conditions of Bid Document remain unchanged.

S.No	Clause	Query	Clarification
		<p>want to challenge the same, Keeping in view of the provision " the recommendation of the Board shall be binding on both parties, who shall promptly give effect to it unless the same be revised in an arbitral award" the payment as per DRB award shall be paid to contractor, even if need be by taking a BG for the amount involved. This is suggested, as Arbitration is a prolonged affair and takes some years for solution which may again be challenged. This will improve the cash flow and facilitate the progress of work.</p>	
32	Volume I Page No. 151 Clause 7 a (i)	<p>What is the daily fee of DRB member as per Administrative and Financial Regulations of International Centre for Settlement of Investment Dispute? Please provide a copy for reference.</p>	<p>Will be decided at the time of finalization of the DRB member, in consultation with the Contractor.</p>
33	Volume I Page No. 154 Clause 10 b)	<p>It is good that Employer, Engineer, Contractor is given the opportunity in DRB hearings. Often, the Engineer is out maneuver by Employer, because he is the Pay Master of him in such inputs. In other words Engineer do not act 'independently' as he is supposed to. DRB members go based on majority view of the representation. How do we rationalize this to the more fair to the cause and result of dispute without taking side.</p>	<p>The terms and conditions of Bid Document remain unchanged.</p>
34	Volume III, BOQ Page No. 404 Clause 60.7a	<p>Interest on Mobilization Advance is 10% can it be given free of interest. If not, this is the contractual interest, which has to be paid by Employer and D R Board for delayed payments.</p>	<p>The terms and conditions of Bid Document remain unchanged.</p>
35	Volume III, BOQ Page No. 405 Clause 67.3	<p>Place of Arbitration ; Instead of Third Party Country, we suggest, it should be Hyderabad, which is the place of work & city, State HQ of AP.</p>	<p>The terms and conditions of Bid Document remain unchanged.</p>
36	Volume II – Technical Specifications Page No. 160 Clause 1.2.3	<p>Please specify the months of Rainy season?</p>	<p>June to September is rainy season, in general, every year.</p>

I) MAYTAS INFRA LIMITED:

S.No	Clause	Query	Clarification
37	Clause No. 28.9 & 28.10 Instruction to Bidders	Requesting to give the option of choosing the package to the Bidder if stands L1 in more than one package instead of allotting the package on package wise distribution method.	No. The decision will be taken by the HMDA/ HGCL and their decision is final and binding.

J) SIBMOST – ERA J.V.

S.No	Clause	Query	Clarification
38	Volume I Clause 5.9(n) Page No. 21	You are requested to re-instate the clause as per previous item rate called for HUDA, ORR project i.e., clause 5.9(n) i & ii should be modified as under:- i.) The lead partner shall meet not less than 40 percent of all the qualifying criteria given in Sub Clause 5.2 and 5.5 above. And ii.) Each of the other partners shall meet individually not less than 25 percent of all the qualifying criteria given in Sub Clause 5.2 and 5.5 above. The joint venture must satisfy collectively the criteria of Sub Clause 5.3 through 5.5(a) above, for which purpose the relevant figures for each of the partners shall be added together to arrive at the joint venture's total capacity. Individual members must each satisfy the requirements of Sub Clause 5.5(b) and 5.6 above.	Please see S.No.1 of corrigendum 7
39	Volume I Sub Clause 60.2 Page No. 100.	It is requested that interim payment on monthly basis shall be made irrespective of value of interim payment certificate.	The terms and conditions of Bid document remain unchanged.
40	Volume III Clause 49.1 Page No. 404.	Kindly reduce defect liability period from 24 months to 12 months from completion of Project.	The terms and conditions of Bid document remain unchanged.
41	Volume I Annexure-7 Page No. 65.	Kindly clarify what is meant by proficiency certificate to be obtained by skilled workers and certificate from the	Yes. The certificate shall cover the capability and experience of the skilled

S.No	Clause	Query	Clarification
		contractor or from some other competitive agency is acceptable to the Employer.	workers.
42	Volume I Part- II Condition of particular application ADDITIONAL CLAUSE Page No. 129.	Any new taxes/ change in existing taxes/ levies shall be adjusted accordingly as per actual to the contractor by the employer.	The terms and conditions of Bid document remain unchanged.

K) IVRCL Infrastructures & Projects Ltd:

S.No	Clause	Query	Clarification
43	Clause 5.1b(ITB)	As prime contractor experience: In case of joint venture participation works to be executed to the extent of respective percentage by the JV participation holders of the contract experience of respective percentages. Please clarify the consideration of qualification of JV partners as prime contractor. Example: X and Y were providing equity in the project in the ratio of 60:40 and provide finance, machinery & execution in proportion to their share of work. Please clarify the experience consideration for qualification of X and Y as prime contractor .	The experience consideration for qualification of X and Y will be in the ratios of the equity provided by them in the project.
44	Clause 5.9g	Being this is International bid, in participation of JV International firms; please allow accepting the bid security by providing individual firms of their respective participation. Please clarify.	The terms and conditions of Bid Document remain unchanged.
45	Annexure – 4A	Generally the financial year consider in India i.e. from April to March where as in foreign countries January to December, being an International commutative bidding which procedure has to follow.	The financial year is from April to March.
46	Clause 13.2	Bidders bidding for this contract together with other contracts to form a package will so indicate in the form of Bid together with any discounts offered for the award of more than one	If the bidder is willing to offer any discount in case of award of more than one contract, he may indicate the same,

S.No	Clause	Query	Clarification
		work. Please clarify about this discount offer.	which will be considered during evaluation.

L) TOTEM INFRASTRUCTURE LTD:

S.No	Clause	Query	Clarification
47	General	Whether the Joint Venture Partner (25%) should be a Prime Contractor or can be an approved Sub-Contractor?	Approved Sub Contractor shall be considered, provided he meets the qualification criteria stipulated.
48	Clause 5.1c	The minimum monthly production rates for key construction activities proposed packages are given as Asphaltic Work - 8000cum <ul style="list-style-type: none"> • Wet Mix Macadam- 10000cum • Granular Sub-base - 10000cum • Sub-grade and Embankment - 100000cum • Excavation - 75000cum • Concrete(RCC/PCC)- 7000cum Whether the applicant should consider above quantities as apart of Technical Qualification?	Yes. These requirements form part of the qualification criteria.
49	Clause 5.7	The base year shall be taken as 2007-08 to obtain the financial figures. Whether the applicant can consider the base year as 2008-09.	Please see S. Nos. 22, 23, 24 & 25 of corrigendum 7.

M) IRCON INTERNATIONAL LIMITED:

S.No	Clause	Query	Clarification
50	Volume I, Sub-Clause 5.1(c); Minimum key production rates. The minimum monthly production rates for key	This may please be clarified whether the data required is for previous record of bidders or what? Whether the items shown may pertain to different contracts	These requirements form part of the qualification criteria. The items may pertain to different

S.No	Clause	Query	Clarification
	construction activities in the proposed packages are mentioned.	and different periods? May please clarify.	contracts in the same period.
51	Volume I, Sub-Clause 70.8	Whether the changes in taxes (WCT, Seignorages, etc.) will be payable under subsequent legislation to the bidder or not. Please clarify.	All the changes after the date 28 days prior to the last date for submission National or state statute, ordinary, Decree or other law or any regulation or by-law of any local or other duly constituted authority or the introduction of any such state statute, ordinary, decree, Law, regulation or by law which causes additional or reduced cost to the Contractor shall be adjusted as indicated in sub clause 70.8.

N) ITD CEMENTATION INDIA LTD., MUMBAI:

S.No	Clause	Query	Clarification
52	Annexure-A1 Clause (xv); Page No. 143.	What will be the actual deduction against Labour Cess – 1% or 2%, as for most of the ongoing contracts the deduction is only 1% - Please clarify.	Yes, in accordance with the Government norms in vogue.
53	ITB, Section-I Source of funds, Page No. 16	Is loan from JICA is already been sanctioned or not. Out of total loan sanctioned how much % shall be spent on this project.	Yes. The entire loan sanctioned will be spent on this project.

O) SIMPLEX INFRASTRUCTURES LIMITED:

S.No	Clause	Query	Clarification
54		All three Packages would be awarded to a single bidder, in case a single bidder turns out to be lowest bidder for all the	Yes, subject to fulfillment of qualification criteria.

S.No	Clause	Query	Clarification
		three packages.	
55		Please confirm whether the bidder would be allowed to offer rebate combining two or three packages together.	Yes.

P) SEW INFRASTRUCTURE LIMITED:

S.No	Clause	Query	Clarification
56	Clause No. 5 of ITB, Page No. 18. Qualification of the Bidder	<p>National Highway Authority of India awarded two Highway packages on NH-7 to M/s GMR Pochampalle Expressways Pvt. Ltd and M/s GMR Jadcherla Expressways Pvt. Ltd on BOT basis.</p> <p>M/s GMR Pochampalle Expressways Pvt. Ltd and M/s GMR Jadcherla Expressways Pvt. Ltd (Concessionaire Firms) are the incorporated firms of M/s GMR Infrastructure Limited. These Concessionaire Firms in turn floated an EPC Firm by name M/s GMR Projects Private Ltd.</p> <p>Further M/s GMR Projects Private Ltd has called for tenders for the same packages on Item-Rate basis. We have been the lowest bidder for the packages and executed the works on award of the same. Now M/s GMR Projects Private Ltd is issuing the Work completion certificates to us as sub-contractor.</p> <p>Please clarify whether the work completion certificates issued by M/s GMR Projects Private Ltd. Will hold good for the works by M/s GMR on nomination basis but through Competitive Bidding Process.</p> <p>Since the above Highway Packages are not directly awarded to us by NHAI, NHAI Authorities cannot countersign the Work Completion Certificates issued by M/s GMR Projects Private Ltd. Further as the Highway Packages are awarded by NHAI on BOT Basis and they do not keep track of the Quantities executed/ Payments made. So their certification is not possible.</p>	No. It cannot be considered.

S.No	Clause	Query	Clarification
		<p>Hence we request you to consider the Work Completion Certificates issued by the EPC Contractor, M/s GMR Projects Private Ltd. for qualifying us.</p> <p>We can provide the documentary proof showing the entrustment of works by NHAI to Concessionaire & Concessionaire to EPC Firm and hence to us.</p>	

Q) LARSEN & TOURBO LIMITED:

S.No	Clause	Query	Clarification
57	Volume I, Clause 5.1 of ITB Page No.18	Kindly confirm whether documentary evidence of quantities executed is required. If so, kindly confirm if self attested details of quantity executed is sufficient in case of DBFOT/ BOT projects as the Concessionaire/ Authority/ Independent Engineer are not involved in the estimation and certification of quantity of the EPC Contractor.	Documentary evidence by way a certificate issued by the Client / Authority is necessary for evaluation purpose.

R) SSVG ENGINEERING PROJECTS PVT LTD, HYDERABAD:

S.No	Clause	Query	Clarification
58	Eligibility Criteria	<p>The experience certificates are issuing by the clients contains quantities of work done every each financial year.</p> <p>a) So can we calculate average monthly production rates for key construction activities? If we can consider what is production rate per year i.e., how many working months can we consider excluding monsoon?</p> <p>b) Shall we consider monthly production quantities</p>	<p>(a) In case the experience certificates issued by the client contain quantities of work done in each financial year, the monthly production rates shall be worked out assuming that 9 months was the working period during the said year. However, if the actual working period is</p>

S.No	Clause	Query	Clarification
		achieved in different months for different items?	<p>certified by the Employer, the same shall be considered.</p> <p>(b) Multiple road projects taken together in the same year but different months shall be considered.</p>