

PRE-BID QUERIES AND REPLIES

Adani

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Adani Pk 1	Package 1	1	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Investigation Reports Volume-III: Geotechnical Interpretive Report	Request Authority to share the Geotechnical Interpretive report	Boreholes uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 1	Package 1	2	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Volume-II A: Geotech Design Report	Request Authority to share the Geotechnical Design report	Boreholes uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 1	Package 1	3	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Utility Relocation Plans	Request Authority to share Utility Relocation Plan	Bidders are required to make their own utility survey before tendering.
Adani Pk 1	Package 1	4	Schedule A	Annex-II, Schedule-A (Page 8&9)	"Influence zone* - 2.5 D from the center of each tube" and *"The influence zone shall be 2.5 D (D means external Dia of proposed Tunnel) from either side of each tube"	In the same page at one place the Influence Zone is mentioned as 2.5 D from the center of each tube and in other place it is mentioned as 2.5 D from either side of each tube. Request the Authority to kindly confirm.	Influence Zone (2.5D on either side): It refers to a zone extending 2.5 times the external diameter (D) of the tunnel on both sides of each tube's centerline. This area is considered sensitive for construction impacts like settlement, vibration, or utility interference.
Adani Pk 1	Package 1	5	Schedule A	Annex-IV, Schedule-A	"The Tunnel project does not attract Environmental Clearance under EIA Notification, 2006." "Further, SEIAA (State Environmental Impact Assessment Authority), Karnataka has already taken into cognizance the said notification and has provided that the proposed tunnel route does not attract Environment Clearance under EIA Notification, 2006."	Bidder understands that the Concessionaire does not need to take care of any environmental clearances or related issues like tree cutting permission from concerned Authority etc. during construction period as well as in the O&M period. Request the Authority to kindly confirm.	Environmental Clearance under EIA Notification, 2006 is not required for the tunnel project. However, statutory permissions like tree cutting may still be applicable and will be facilitated by the Authority as per Schedule-E.
Adani Pk 1	Package 1	6	General	General	Chainages and Dimensions of TBM launching shafts.	Chainages and Dimensions of TBM Launching / Retrieval Shafts are mentioned in the tender document. As this project will be executed in modified BOOT mode, bidder wants to know whether the concessionaire can change / modify the sizes and locations of the proposed shafts as per their construction plan and design.	Proposed shaft chainages and dimensions are indicative. The Concessionaire may propose modifications in size or location, subject to approval from the Authority Engineer and no adverse impact on project scope, safety, or timelines.
Adani Pk 1	Package 1	13	DCA	Clause 11.2 of Concession Agreement	"The cost of utility shifting shall be based on the estimates given by the utility-owning agencies and shall be paid as per actuals by the Authority to the Concessionaire. Only supervision charges shall be paid by the Authority to the utility-owning entity."	Bidder understands that the cost of shifting of any utilities in this project to be entirely borne by the Authority, please confirm.	Clause 11.2 is self explanatory
Adani Pk 1	Package 1	14	DCA	Clause 11.4 of Concession Agreement	The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Tunnel. 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 Concessionaire, 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. For the avoidance of doubt, 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.	Bidder understands that all the necessary permissions and approvals from the concerned authorities for cutting / felling of trees shall be obtained by the Authority and the costing for the same also to be borne by the Authority, Request the Authority to kindly confirm.	Clause 11.4 is self explanatory.

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Adani Pk 1	Package 1	15	Schedule A	Annex-I, Schedule-A		Bidder requests to kindly provide coordinated drawings with Topo for every structure (TBM Tunnels, Shafts, Entry / Exit Ramp etc.) to be constructed under this project.	Tender Drawings in PDF format have been uploaded on e-Portal
Adani Pk 1	Package 1	16	Schedule A	Annex-II, Schedule-A	The Authority shall provide Right of Way not less than 50% (Fifty per cent) of the total ROW of Project Tunnel on or before appointed date in compliance to Clause 10.3 of Agreement. Right of Way of Balance length to be provided within 240 days (two hundred and forty days) of Appointed Date.	Observing the huge scope of the work in this project, Bidder requests to kindly arrange to provide the entire ROW on the appointed date so that the project can be completed within the stipulated time. Otherwise, Bidder requests to kindly amend the construction period from 50 months to at least 72 months.	Tender Conditions Prevail.
Adani Pk 1	Package 1	17	RFP	RFP -NIT- calendar of events Vol-I & 2.12 & 2.13 RFP	Last date & time for receipt of tenders 02.09.2025 16 Hrs	As there is no geological data, borehole details or GIR available with the tender documents, Bidder must conduct soil investigation at least to some extent to understand the project geology so that the structural design, construction methodology, selection of TBM etc. can be ascertained and this procedure requires a considerable amount of time. Hence the Bidder requests the Authority to kindly extend the bid submission date at least by further three months.	Refer Amendment-1
Adani Pk 1	Package 1	18	General	General	Shaft location at Hebbal Junction	During the site visit, Bidder has noticed that there is a slum area in the proposed shaft location at Hebbal Junction. Bidder understands that the Authority shall relocate the slum dwellers before handing over the area to the concessionaire on the appointed date, Kindly confirm.	Tender Conditions prevail.
Adani Pk 1	Package 1	19	General	General		During the site visit, Bidder noticed that there is a huge area available at the Palace Ground. Bidder requests to kindly handover the entire area incumbrance free to the concessionaire during the construction period.	Tender Conditions prevail.
Adani Pk 1	Package 1	20	General	General	Handing over of Shaft locations	Bidder understands the proposed shaft locations are not entirely on the government properties. Please confirm that all the shaft locations shall be handed over to the concessionaire incumbrance free on the appointed date.	Tender Conditions prevail.
Adani Pk 1	Package 1	21	General	General	Shaft location	Surrounding the TBM Launching Shafts an area of approximate 10,000 sqm (apart from the Shaft area) is required for temporary site set up and logistics. Kindly confirm that at least 10,000 sqm area (apart from the Shaft area) surround the launching shaft shall be provided to the concessionaire during the construction period.	Tender Conditions are self explanatory.
Adani Pk 1	Package 1	22	Drawings	Detailed drawings & files		Bidder requests to kindly provide the Auto-Cad files for the entire project alignment showing all the structures i.e. Main Tunnel, Entry / Exit Ramps, Shafts etc.	Tender Drawings in PDF format have been uploaded on e-Portal
Adani Pk 1	Package 1	23	General	General	Casting yard Setup	For setting up the Casting Yard for Tunnel Precast Segments, a minimum area of 90,000 sqm is required. Bidder requests to kindly provide the area within the vicinity of this project so that the project does not face any delay for completion.	The Concessionaire shall, at its own cost and expense, provide, arrange and operate casting yard(s) and batching plant(s) including procurement of land and setup of plant & machineries and arrangements towards security and safety for the same. Tender conditions prevail.
Adani Pk 1	Package 1	24	General	General	Camp setup	For setting up the Project Main Office and the Camp for Staffs and Workmen, a minimum area of 20,000 sqm is required. Bidder requests to kindly provide the area within the vicinity of this project so that the project does not face any delay for completion.	The Concessionaire shall, at its own cost and expense, provide, arrange and operate. Tender conditions prevail.
Adani Pk 1	Package 1	25	General	General		Project considers tunnel drives of up to 4.0 km length to be completed in TWO years by each TBM. Knowing tough geological conditions & past record of TBM performances in BMRCL projects, same must be reconsidered and thus Bidder requests to amend the project completion period from 50 months to 72 months.	Tender Conditions Prevail.


DIRECTOR (TECHNICAL)
 Bengaluru Smart Infrastructure Limited
 (B-SMILE)
 Bengaluru

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Adani Pk 1	Package 1	26	Drawings Volume	Drawings		Entry / Exit Ramps are crossing Nalah near Hebbal Junction. Bidder requests to kindly provide the sectional details of the Nalah for detailed assessment.	Sectional details of the Nalah diversion at Hebbal Junction are referenced in the tender Drawings Volume (Volume III), particularly in the alignment and general arrangement drawings for Entry/Exit Ramps
Adani Pk 1	Package 1	27	Drawings Volume	Drawings		There is no work area drawing provided with the tender documents. Bidder requests to kindly provide work area drawings for every structure i.e. Shafts, Entry / Exit Ramps etc.	The ROW details at shafts and ramps location is given in Annexure II of schedule A. However, the bidder has to develop/ plan for working area arrangement on its own according to relevant cross sections provided in the drawing volumes.
Adani Pk 1	Package 1	28	RFP	Clause 2.5.1 of RFP	"Bidders are encouraged to submit their respective bids after visiting the project and ascertaining for themselves the site condition, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit sites and familiarize themselves with the project within stipulated time of submission of Bud. No extension of time is likely to be considered for submission if bids."	For various factors stated earlier and for Right of way (ROW) access issues found in all the shaft locations, ramps, loops etc. it is not possible to conduct free soil investigations and other site study. Hence Bidder requests for extension of at least 90 days for bid submission.	Refer Amendment-1
Adani Pk 1	Package 1	29	RFP	Clause 2.5.2(d) of RFP	"satisfied itself about all matters, things and information including matters referred to in clause 2.5.1 here in above necessary and required for submitting an informed bid, execution of the project in accordance with bidding documents and performance of all of its obligations there under."	Many of relevant technical details are not provided in any of the documents published in the NIT.	Tender Conditions Prevail.
Adani Pk 1	Package 1	30	Schedule B	Clause 17, Annex 1 of Schedule B	"The length and width of all types of structures and tunnel stretches specified herein above shall be treated as a minimum requirement. The actual length as required on the basis of detailed investigations shall be determined by the concessionaire in consultation with Authority Engineer and in accordance with specifications and standards. Any variation in the length specified in Schedule-B shall not constitute a change of scope"	Bidder understands that any change of measurement in the actual work as compared to the tender data shall constitute a variation. This shall be paid extra for all types of structures (underground & elevated), Request the Authority to please confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	31	Schedule B	Annex-1 of Schedule B		In Point No. 5, the Length of Cut & Cover of Entry Ramp 1 written as 150 m which is missing in the provided tender drawing. Bidder requests for clarification on the same.	Please refer tender drawings.
Adani Pk 1	Package 1	32	Schedule G	Clause 2.2 of Schedule G	"Prior to the occurrence of Project Milestone-I, the Concessionaire shall have expended not less than 15% (twenty per cent) of the total capital cost set forth in the Financial Package."	There is discrepancy in the minimum expenditure percentage, in number it is written 15% but in words it is written twenty percent. Bidder requests for clarification on the same.	Tender Conditions Prevail.
Adani Pk 1	Package 1	33	Schedule E	Clause 1(a) of Schedule E	Permission of state government for extraction of boulders of quarry	Vendor agreement for supply of material will be submitted to B-SMILE. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	34	Schedule E	Clause 1(b) of Schedule E	Permission of village panchayat and pollution control boards for installation of crushers	Vendor agreement for supply of material will be submitted to B-SMILE. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	35	Schedule E	Clause 1(c) of Schedule E	License for use of explosives	Necessary NOC will be obtained from Police commissioner and required permission from PESO will be taken in the name of explosive agency. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	36	Schedule E	Clause 1(d) of Schedule E	License of inspector of factories or other competent authorities for setting up of batching plant	Necessary application shall be submitted. Any assistance required shall be given by the Authority. Dedicated land to be identified and given by the Authority to set up batching plant, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	37	Schedule E	Clause 1(e) of Schedule E	Clearance of pollution control board for setting of batching plant	Necessary application shall be submitted. Any assistance required shall be given by the authority. Dedicated land to be identified and given by Authority to set up batching plant, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	38	Schedule E	Clause 1(f) of Schedule E	Clearance of village panchayats & pollution control board for asphalt plant	Necessary land for setting up asphalt plant to be provided by authority, kindly confirm.	Tender Conditions Prevail

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Adani Pk 1	Package 1	39	Schedule E	Clause 1(g) of Schedule E	Clearance of pollution control boards for asphalt plant	Necessary clearance from pollution control board to be obtained by the authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	40	Schedule E	Clause 1(h) of Schedule E	Clearance of pollution control boards for installation of diesel gen sets	Necessary clearance from pollution control board to be obtained by the authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	41	Schedule E	Clause 1(i) of Schedule E	Fire safety clearance from fire authorities	Application shall be submitted to fire authorities wherever applicable. However, any required assistance may be provided by the Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	42	Schedule E	Clause 1(j) of Schedule E	Permit for employing unskilled/ semi-skilled labor during day/night	It should be as per labor laws applicable in Karnataka (BOCW), kindly confirm.	Yes
Adani Pk 1	Package 1	43	Schedule E	Clause 1(k) of Schedule E	Permission of village panchayath for borrow earth	Source shall be identified, and such permission shall be given by the Authority itself, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	44	Schedule E	Clause 1(l) of Schedule E	Permission of City Authorities for disposal of underground water	Underground water shall be disposed of via existing SWD's available on the surface roadside. However, if required necessary assistance shall be provided by the Authority to approach BWSSB seeking permission, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	45	Schedule E	Clause 1(m) of Schedule E	Clearance of Village Panchayats and Pollution Control Board for Dumping ground for muck	Suitable dumping yards shall be identified and encumbrance free land along with NOC's from panchayaths and boards shall be provided by the Authority itself, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	46	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	To complete the job within the stipulated time, disposal of muck is to be carried out 24 hrs. X 7 days and hence special permission from Joint Commissioner of Police is required for plying of dumpers on 24 hrs. basis, Bidder understands that the necessary permission shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	47	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that during exigencies of work traffic police permission shall be required for Transit Mixtures (TM's) as well as for other construction equipment and those permissions shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	48	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that permission for TBM parts transportation within city limits shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	49	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that identification and permission for necessary diversion of major utilities (BESCOM, BWSSB, GAILGAS, etc.) shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail
Adani Pk 1	Package 1	50	DCA	Article 4.2 & 4.3 of CA	4.2 - Damages for delay by Authority 4.3 - Damages for delay by the concessionaire	The damage clause mentioned for 4.2 is 0.1% of the Performance security for each day's delay & clause 4.3 is 0.2% subject to maximum of 20% of performance security. Please note this needs reconsideration and shall be neutral for both parties.	Tender Conditions Prevail.
Adani Pk 1	Package 1	51	DCA	Article 5.1.4 e of CA	"make reasonable efforts to facilitate the acquisition of land required for purposes of agreement"	Bidder understands that land (ROW) free from encumbrance (including working area) without any kind of obstructions shall be provided by authority for timely completion of works, kindly confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	52	DCA	Article 5.1.4 k of CA	"Undertake extraction, transport and disposal of muck, soil, earth. No land shall be provided by authority for the same. In case Government land is available, the same may be made available to the concessionaire on a lease basis as per guidance value."	Bidder understands that the land on lease basis provided by the Government shall be free of cost, kindly confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	53	DCA	Article 16.1.2 of CA	"If the concessionaire determines at any point that a change of scope is necessary for providing safer and improved services to the users it shall by notice in writing require the authority to consider such change of scope."	In pre-tender stage it is noticed that Shaft no.2 (at Palace Ground) north end border is located near or over the compound wall of the palace ground and hence entire shaft may be shifted towards available open land to facilitate TBM's launching activity. Bidder requests the Authority to confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	54	DCA	Article 16.1.2 of CA	"If the concessionaire determines at any point that a change of scope is necessary for providing safer and improved services to the users it shall by notice in writing require the authority to consider such change of scope."	In pre-tender stage it is noticed that Shaft no.5 (staff quarters at St John Medical) is in the forest area of staff quarters. Hence to avoid felling / cutting of a greater number of trees the shaft location may be shifted towards open football ground. Bidder requests the Authority to confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	55	DCA	Article 44.2 of CA	"Failing mediation by Authority Engineer or without the intervention of Authority Engineer, eight parties may require such dispute to be referred to the MDB SMILE in accordance with the procedure set forth in schedule-S to the concession agreement" and "If either the Authority or the Concessionaire is dissatisfied with any decision of the Managing Director B-SMILE, and/or if the Managing Director B-SMILE is unable to resolve the dispute, either Party may require	There are multiple steps suggested in the clause which will lead to delay in dispute resolution. In normal course the intervention of Authority Engineer or the M.D of Authority shall be the conciliator, and their decision can be directly referred to Arbitration. Please confirm.	As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.


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Adani Pk 1	Package 1				such dispute to be referred to the Chairman B-SMILE to the Authority and Chairman of the Board of Directors of the Concessionaire for amicable and upon settlement, such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting or the dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the parties, either party may approach the Court of Law in Bengaluru jurisdiction."		Tender Conditions Prevail.
Adani Pk 1	Package 1	56	DCA	Article 44.3 of CA	Arbitration - deleted	Bidder understands that it is mandatory to include Arbitration clause and conduct Arbitration as per Arbitration and conciliation Act 1996, kindly confirm.	As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
Adani Pk 1	Package 1	57	General	General	BESCOM /KPTCL permissions for Grid Power for construction work	For both the projects, to run 08 nos. TBM, there will be requirement for a considerable amount of grid power. Bidder understands that the Authority shall assist the concessionaire to get required power from the concerned authority as well as the authority shall provide the land required for establishing the sub-station for this job, please confirm.	The Authority shall extend necessary facilitative support to the Concessionaire in obtaining power connections from BESCOM/KPTCL for construction activities. However, procurement, coordination, and associated costs shall be the responsibility of the Concessionaire.
Adani Pk 1	Package 1	58	General	General	Resource of Construction Water	For both the projects, to run 08 nos. TBM, there will be requirement of huge amount of construction water on daily basis. Bidder understands that the Authority shall identify the source of water so that the concessionaire shall get required construction water to execute the job as well as the authority shall provide the land required for the water treatment plant for establishing recycling of used water, please confirm.	The Concessionaire shall be responsible for identifying and arranging water sources required for construction, including necessary treatment facilities. However, the Authority shall provide reasonable support in facilitating permissions from concerned agencies, if required.
Adani Pk 1	Package 1	59	Schedule D	Clause 3.2.3 of Schedule D	The design life required shall be obtained by the use of durable materials, corrosion protection, resistance to or avoidance of wear etc. All underground works shall be designed to achieve the following minimum design lives with minimum maintenance	For UG structures life period is there, Bidders ask to confirm if any specific design life is there for above ground structures at shaft location.	Tender Conditions Prevail.
Adani Pk 1	Package 1	60	Schedule D	Clause 3.2.3 of Schedule D	If the life of the temporary lining is less than the design life for the Project, then the Concessionaire shall design the secondary lining ignoring the contribution of the temporary support for structural purposes.	Bidders seek clarification, if the temporary support systems suffice the service life of the structures, is the same shall be used as supporting member to the main structures.	As per the detailed design meeting the codal provisions and tender conditions.
Adani Pk 1	Package 1	61	Schedule D	Clause 3.2.3 of Schedule D	Due account shall be taken of the degree of flexibility of the linings to be used in the various soil conditions and taking account of the size, proximity, timing and method of construction of adjacent excavations. The inherent lining flexibility may have to be reduced in order to maintain acceptable values for the deflection of the lining.	Bidder wants to confirm that this may be applied to NATM tunnelling or cut & cover tunnels not for bored TBM tunnels due to fixed lining stiffness. Kindly confirm.	As per the detailed design meeting the codal provisions and tender conditions.
Adani Pk 1	Package 1	62	Schedule D	Clause 3.2.3 of Schedule D	During tunnel driving ground investigation data shall be kept under constant review and reinterpreted as more detailed information becomes available, to maintain up to date predictions of the ground likely to be encountered. This review should be fully integrated into the construction risk control and management systems and should typically include: a) detailed geological logging of the ground exposed during construction b) probing ahead of and around the tunnel face, if the ground changes or is expected to change	Is the probing is mandatory or bidders have the right to choose other techniques to confirm the ground condition ahead. Kindly confirm.	Tender Conditions Prevail.
Adani Pk 1	Package 1	63	Schedule D	Clause 3.2.3 of Schedule D	Instrumentation and monitoring to demonstrate performance of the installed linings.	Bidder wants to confirm whether post application lining instrumentation and monitoring is must. Kindly confirm.	Tender Conditions Prevail.

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Adani Pk 1	Package 1	64	Schedule D	Clause 3.2.5 of Schedule D	For known future small buildings, a minimum load based on a dead and live load of 50 kPa (up to 2 storey)/110Kpa(3 to 7 storey) at the foundations shall be used.	Bidder understands that this will be max load to be considered over the tunnel alignment. Kindly confirm	Tender Conditions Prevail.
Adani Pk 1	Package 1	65	Schedule D	Clause 3.2.5 of Schedule D	vi. Hydrostatic pressures ignoring pore pressure relief obtained by any seepage into the tunnel. Two groundwater levels shall be considered.	Request the Authority kindly share the data of 20 years flood level if available.	Bidders are required to make their own assessment .
Adani Pk 1	Package 1	66	Schedule D	Clause 3.2.9 of Schedule D	b) Alternative types of lining may be proposed subject to the consent of the Authority Engineer.	Is it applicable to choose tunnel reinforcement type also	Tender Conditions Prevail.
Adani Pk 1	Package 1	67	Schedule D	Clause 3.4 of Schedule D	The Groundwater drawdown (a drop of water table during dewatering/construction) outside the excavation/adjacent to works, shall be controlled such that the water table doesn't get lowered by more than one meter below the lowest recorded groundwater table (the lowest recorded groundwater table shall be considered as the lowest level of groundwater table as recorded by the Concessionaire prior to the construction). For ensuring this the Concessionaire shall provide recharging well system, if required.	Bidder wants to confirm if the original ground water table (lowest recorded) is higher than the excavation level in shafts, the clause will not be validated. Or does it mean that anytime of excavation the water level difference is only 1m	For the sake of clarity due to project construction the draw down of the natural groundwater table outside the excavation area shall be limited to 1 meter below the lowest recorded natural groundwater table.
Adani Pk 1	Package 1	68	Schedule D	Clause 4.11.5.5 of Schedule D	(2) Unless otherwise proven acceptable by site trials, the rock bolts shall be installed in holes of diameter 10 mm to 15 mm greater than the maximum diameter of the rock bolt. The holes shall not be more than 100 mm longer than the grouted length of the rock bolt unless otherwise proven acceptable by site trials	Is it applicable for Self drilling bolts also	Tender Conditions Prevail.
Adani Pk 1	Package 1	69	Drawings	General	Ref. Drawing	Detailed drawings of Metro Phase-3A tunnels where the Entry ramp 4 & Exit ramp 6 will cross is unavailable (Ref. Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/01A/R0).	The infringement with the metro alignment (Phase 3A) has been discussed with BMRL and the alignment has been planned accordingly. Please refer Plan & profile given in the tender drawing volumes III. However, the Bidders must conduct their own survey regarding the existing structures and other features along the alignment to get the required details before tendering.
Adani Pk 1	Package 1	70	Drawings	General	Ref. Drawing	Detailed drawings of Metro Phase-3A tunnels where the Tube 1 & Tube 2 will cross is unavailable (Ref. Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/06/R0).	The Plan & profile in the said drawing shows both planer and sectional disposition of metro tunnel. However, the Bidders must conduct their own assessment before tendering.
Adani Pk 1	Package 1	71	Drawings	General	Ref. Drawing	Exit Ramp 7 is up to CH 473.000 as per alignment drawing (Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0. Whereas in DPR it is mentioned up to CH 415.000. Kindly clarify.	The length of Exit ramp 7 is up to chainage 473m which includes the common portion of 58m with Tube 1 (main Tunnel)
Adani Pk 1	Package 1	72	Drawings	General	Ref. Drawing	Location of CPs for substation (S/SN 1,2,3,4,5,6,16,7,8) available in Drawing no. RC/1640/HO/HBT/TU/DWG/CP/RCS/304/A. Location of other Electrical CPs required.	The location of 10 nos. of Cross passage (used for sub-station) is indicated in drawing no. BBMP-EM-001 of Tender drawing volume-III
Adani Pk 1	Package 1	73	General	General		Deliveries / supplies of all TBM's simultaneously is challenging for any TBM manufacturer. If staggered TBM deliveries are taken into account, project completion period is to be extended by at least SIX months.	Tender Conditions Prevail.
Adani Pk 1	Package 1	74	DCA	Schedule D , Section 3 - TBM Tunnel, Clause No. 3.8.3(8)	"The cutter-head shall be articulated such that the cutter-head can be retracted from the excavated face and can be turned in any plane so that it is at an angle to the main body. The TBM must be capable of negotiating 300 metre radius horizontal curves."	As per the bid document, TBM must be capable of negotiating 300 meter radius horizontal curves. Negotiating sharp curves of 300 m is technically not feasible for a TBM of >15m in diameter & hence, not practical. Bidder requests to delete this clause & the choice must be left to the contractor to design the TBM's based on the project/alignment requirement.	Please refer Amendment -2

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Adani Pk 1	Package 1	75	General	General	Conditional Assessment of Existing Structures	Request Authority to share building inventory with classification and Conditional Assessment of Existing Buildings	Bidders are advised to make reasonable assumptions for conditional assessments at this stage, based on the site reconnaissance and available drawings.
Adani Pk 1	Package 1	76	DPR	Clause 6.7 of DPR(Vol.V)	"Further, Intrusive investigation in form of boreholes and laboratory/in-situ testing is being carried out for confirmation of geotechnical contacts, weak zones, fracture shear zones, water table, etc. This information will be crucial to be provided to the prospective bidders as for their information in addition to other data viable for adjacent projects. The same will be completed in due course of time and will be included in bid document before closing final addendum and corrigendum for bidding process"	Detailed geotechnical profiles are essential for interference assessment, particularly for: Crossings with underground/overground metro Ramp and shaft construction zones. Request Authority to provide the same	Borehole details uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 1	Package 1	77	General	General	PROW	Request Authority to provide the PROW details of Vertical Shaft location	For ROW of shafts please refer Annex II Schedule A of Volume-3A.
Adani Pk 1	Package 1	78	General	General	Land Acquisition details	Request Authority to provide the Land Acquisition details of Vertical Shaft & Ramp Approach locations	The Authority shall provide the Right of Way as per Annexure II of schedule A compliance to Clause 10.3 of Agreement.
Adani Pk 1	Package 1	79	General	General	Typical Cross Section of Shaft Location	Request Authority to provide the Typical Cross Section of Shaft location	Refer tender drawing vol.V
Adani Pk 2	Package 2	1	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Investigation Reports Volume-III: Geotechnical Interpretive Report	Request Authority to share the Geotechnical Interpretive report	Borehole details uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 2	Package 2	2	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Volume-II A: Geotech Design Report	Request Authority to share the Geotechnical Design report	Borehole details uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 2	Package 2	3	DPR	Table 5 of Chapter 2.3 Detailed Project Report	Utility Relocation Plans	Request Authority to share Utility Relocation Plan	Bidders are required to make their own utility survey before tendering.
Adani Pk 2	Package 2	4	Schedule A	Annex-II, Schedule-A (Page 8&9)	"Influence zone* - 2.5 D from the center of each tube" and "The influence zone shall be 2.5 D (D means external Dia of proposed Tunnel) from either side of each tube"	In the same page at one place the Influence Zone is mentioned as 2.5 D from the center of each tube and in other place it is mentioned as 2.5 D from either side of each tube. Request the Authority to kindly confirm.	Please refer Amendment-2.
Adani Pk 2	Package 2	5	Schedule A	Annex-IV, Schedule-A	"The Tunnel project does not attract Environmental Clearance under EIA Notification, 2006." "Further, SEIAA (State Environmental Impact Assessment Authority), Karnataka has already taken into cognizance the said notification and has provided that the proposed tunnel route does not attract Environment Clearance under EIA Notification, 2006."	Bidder understands that the Concessionaire does not need to take care of any environmental clearances or related issues like tree cutting permission from concerned Authority etc. during construction period as well as in the O&M period. Request the Authority to kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	6	General	General	Chainages and Dimensions of TBM launching shafts.	Chainages and Dimensions of TBM Launching / Retrieval Shafts are mentioned in the tender document. As this project will be executed in modified BOOT mode, bidder wants to know whether the concessionaire can change / modify the sizes and locations of the proposed shafts as per their construction plan and design.	Tender Conditions Prevail.
Adani Pk 2	Package 2	7	Schedule B	Annex-II, Schedule-A and Annex-I, Schedule-B	SEE TABLE FROM PDF FILE (Talks about the shaft chainages)	The changes of proposed Shafts are different to those mentioned in the respective Clauses. Request the Authority to clarify the same.	Tender Conditions Prevail.


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Adani Pk 2	Package 2	8	Schedule B	Cl. 3, Annex-I, Schedule-B	"Note: The concessionaire shall adopt prudent construction methodology and carry out construction with due care so that there shall be no damage to the structures/properties within/ outside the acquired ROW in the influence zone of the tunnel, otherwise, the cost of their repair/damages shall be borne by the concessionaire, wherever damages will be on account of the concessionaire."	To construct the Cut & Cover or Open Ramp Structures specially for Entry Exit, structures within the ROW may be affected. Hence, the bidder requests the Authority to kindly amend this clause.	Tender Conditions Prevail.
Adani Pk 2	Package 2	9	Schedule B	Clause 15: Dumping Sites, Annex-I, Schedule-B	Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for	Regarding the disposal of spoils generated from the project, too many options are written but none are confirmed. Bidder wants to know specifically whether land will be provided by the authority for dumping of all spoils generated from the project because there will be different strategies and subsequent cost impact for different options.	Tender Conditions Prevail.
Adani Pk 2	Package 2	10	DCA	Article 5.1.4(k) of CA and Clause 15: Dumping Sites, Annex-I, Schedule-B	Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes. levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	There are discrepancies between the location of Dumping Yards stated in two different clauses of the tender document. In Volume 3 A - Annex-I, Schedule-B Clause 15 : Dumping Sites, it is written that the Dumping Location shall be within 45 km from the point of extraction whereas in Concession Agreement - Article 5 Obligations of the Concessionaire Clause 5.1.4 (k), it is written that the Dumping Location shall be within 30 km from the point of extraction. Bidder requests the Authority to kindly clarify which one is to be considered. Bidder requests, if providing of land for dumping spoils is not at all possible by the authority, kindly allow the concessionaire to sell the spoils to any third party or use the same for any commercial purposes provided that every statutory requirement regarding Health, Safety and Environment are strictly adhered. Request the Authority to kindly confirm.	Please refer Amendment-2.
Adani Pk 2	Package 2	10	DCA	Article 5.1.4(k) of CA and Clause 15: Dumping Sites, Annex-I, Schedule-B	Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	There are discrepancies between the location of Dumping Yards stated in two different clauses of the tender document. In Volume 3 A - Annex-I, Schedule-B Clause 15 : Dumping Sites, it is written that the Dumping Location shall be within 45 km from the point of extraction whereas in Concession Agreement - Article 5 Obligations of the Concessionaire Clause 5.1.4 (k), it is written that the Dumping Location shall be within 30 km from the point of extraction. Bidder requests the Authority to kindly clarify which one is to be considered.	Please refer Amendment-2.
Adani Pk 2	Package 2	11	General	Vol. 3A	Blasting	Bidder understands that Blasting is permitted to construct Cut & Cover, Open Cut, Cross-Passage, NATM and Shaft structures provided all the licensing requirements and orders are followed. Request Authority to confirm.	Government Rules and regulations will prevail.
Adani Pk 2	Package 2	12	DCA	Clause 3.1 of Concession Agreement	Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the	Given the length of Under Ground Tunnels those to be constructed by both TBM as well as by NATM method and the nature of Bangalore Geology, the given time frame of 50 months as Construction period is very short.	Tender Conditions Prevail.



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Adani Pk 2	Package 2				Concessionaire the concession set forth herein including the exclusive right, license and authority to design, construct, operate and maintain the Project (the "Concession") for a period of 34 (thirty four) years (including 50 months for Construction)* commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein and in accordance with Applicable Laws.	Bidder requests to kindly amend this clause replacing 50 months by 72 months as the Construction period.	Tender Conditions Prevail.
Adani Pk 2	Package 2	13	DCA	Clause 11.2 of Concession Agreement	"The cost of utility shifting shall be based on the estimates given by the utility-owning agencies and shall be paid as per actuals by the Authority to the Concessionaire. Only supervision charges shall be paid by the Authority to the utility-owning entity."	Bidder understands that the cost of shifting of any utilities in this project to be entirely borne by the Authority, please confirm.	Clause 11.2 is self explanatory
Adani Pk 2	Package 2	14	DCA	Clause 11.4 of Concession Agreement	The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Tunnel. 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 Concessionaire, 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. For the avoidance of doubt, 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.	Bidder understands that all the necessary permissions and approvals from the concerned authorities for cutting / felling of trees shall be obtained by the Authority and the costing for the same also to be borne by the Authority, Request the Authority to kindly confirm.	Clause 11.4 is self explanatory.
Adani Pk 2	Package 2	15	Schedule A	Annex-I, Schedule-A		Bidder requests to kindly provide coordinated drawings with Topo for every structure (TBM Tunnels, Shafts, Entry / Exit Ramp etc.) to be constructed under this project.	Tender Drawings in PDF format have been uploaded on e-Portal
Adani Pk 2	Package 2	16	Schedule A	Annex-II, Schedule-A	The Authority shall provide Right of Way not less than 50% (Fifty per cent) of the total ROW of Project Tunnel on or before appointed date in compliance to Clause 10.3 of Agreement. Right of Way of Balance length to be provided within 240 days (two hundred and forty days) of Appointed Date.	Observing the huge scope of the work in this project, Bidder requests to kindly arrange to provide the entire ROW on the appointed date so that the project can be completed within the stipulated time. Otherwise, Bidder requests to kindly amend the construction period from 50 months to at least 72 months.	Tender Conditions Prevail.
Adani Pk 2	Package 2	17	RFP	RFP -NIT- calendar of events Vol-I & 2.12 & 2.13 RFP	Last date & time for receipt of tenders 02.09.2025 16 Hrs	As there is no geological data, borehole details or GIR available with the tender documents, Bidder must conduct soil investigation at least to some extent to understand the project geology so that the structural design, construction methodology, selection of TBM etc. can be ascertained and this procedure requires a considerable amount of time. Hence the Bidder requests the Authority to kindly extend the bid submission date at least by further three months.	Refer Amendment-1
Adani Pk 2	Package 2	18	General	General	Shaft location at Hebbal Junction	During the site visit, Bidder has noticed that there is a slum area in the proposed shaft location at Hebbal Junction. Bidder understands that the Authority shall relocate the slum dwellers before handing over the area to the concessionaire on the appointed date, Kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	19	General	General		During the site visit, Bidder noticed that there is a huge area available at the Palace Ground. Bidder requests to kindly handover the entire area incumbrance free to the concessionaire during the construction period.	Tender Conditions Prevail.
Adani Pk 2	Package 2	20	General	General	Handing over of Shaft locations	Bidder understands the proposed shaft locations are not entirely on the government properties. Please confirm that all the shaft locations shall be handed over to the concessionaire incumbrance free on the appointed date.	Tender Conditions Prevail.
Adani Pk 2	Package 2	21	General	General	Shaft location	Surrounding the TBM Launching Shafts an area of approximate 10,000 sqm (apart from the Shaft area) is required for temporary site set up and logistics. Kindly confirm that at least 10,000 sqm area (apart from the Shaft area) surround the launching shaft shall be provided to the concessionaire during the construction period.	Bidders are advised to plan their logistics with flexibility, considering urban constraints.
Adani Pk 2	Package 2	22	Drawings	Detailed drawings & files		Bidder requests to kindly provide the Auto-Cad files for the entire project alignment showing all the structures i.e. Main Tunnel, Entry / Exit Ramps, Shafts etc.	Tender Drawings in PDF format have been uploaded on e-Portal


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Adani Pk 2	Package 2	23	General	General	Casting yard Setup	For setting up the Casting Yard for Tunnel Precast Segments, a minimum area of 90,000 sqm is required. Bidder requests to kindly provide the area within the vicinity of this project so that the project does not face any delay for completion.	Tender Conditions Prevail.
Adani Pk 2	Package 2	24	General	General	Camp setup	For setting up the Project Main Office and the Camp for Staffs and Workmen, a minimum area of 20,000 sqm is required. Bidder requests to kindly provide the area within the vicinity of this project so that the project does not face any delay for completion.	The Concessionaire shall, at its own cost and expense, including procurement of land and setup of camps, plant & machineries and arrangements towards security and safety for the same. Tender conditions prevail.
Adani Pk 2	Package 2	25	General	General		Project considers tunnel drives of up to 4.0 km length to be completed in TWO years by each TBM. Knowing tough geological conditions & past record of TBM performances in BMRC projects, same must be reconsidered and thus Bidder requests to amend the project completion period from 50 months to 72 months.	Tender Conditions Prevail.
Adani Pk 2	Package 2	26	Drawings	Drawings		Entry / Exit Ramps are crossing Nalah near Hebbal Junction. Bidder requests to kindly provide the sectional details of the Nalah for detailed assessment.	The Nala diversion scheme has been provided in tender drawing volume-IV, GADs of structure.
Adani Pk 2	Package 2	27	Drawings	Drawings		There is no work area drawing provided with the tender documents. Bidder requests to kindly provide work area drawings for every structure i.e. Shafts, Entry / Exit Ramps etc.	Please refer Annexure II of schedule A.
Adani Pk 2	Package 2	28	RFP	Clause 2.5.1 of RFP	"Bidders are encouraged to submit their respective bids after visiting the project and ascertaining for themselves the site condition, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit sites and familiarize themselves with the project within stipulated time of submission of Bud. No extension of time is likely to be considered for submission if bids."	For various factors stated earlier and for Right of way (ROW) access issues found in all the shaft locations, ramps, loops etc. it is not possible to conduct free soil investigations and other site study. Hence Bidder requests for extension of at least 90 days for bid submission.	Amendment
Adani Pk 2	Package 2	29	RFP	Clause 2.5.2(d) of RFP	"satisfied itself about all matters, things and information including matters referred to in clause 2.5.1 herein above necessary and required for submitting an informed bid, execution of the project in accordance with bidding documents and performance of all of its obligations thereunder."	Many of relevant technical details are not provided in any of the documents published in the NIT.	Tender Conditions Prevail.
Adani Pk 2	Package 2	30	Schedule B	Clause 17, Annex 1 of Schedule B	"The length and width of all types of structures and tunnel stretches specified herein above shall be treated as a minimum requirement. The actual length as required on the basis of detailed investigations shall be determined by the concessionaire in consultation with independent Engineer and in accordance with specifications and standards. Any variation in the length specified in Schedule-B shall not constitute a change of scope"	Bidder understands that any change of measurement in the actual work as compared to the tender data shall constitute a variation. This shall be paid extra for all types of structures (underground & elevated), Request the Authority to please confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	31	Schedule B	Annex-1 of Schedule B		In Point No. 5, the Length of Cut & Cover of Entry Ramp 1 written as 150 m which is missing in the provided tender drawing. Bidder requests for clarification on the same.	Tender Conditions Prevail. As per Drawing Volume IV
Adani Pk 2	Package 2	32	Schedule G	Clause 2.2 of Schedule G	"Prior to the occurrence of Project Milestone-I, the Concessionaire shall have expended not less than 15% (twenty per cent) of the total capital cost set forth in the Financial Package."	There is discrepancy in the minimum expenditure percentage, in number it is written 15% but in words it is written twenty percent. Bidder requests for clarification on the same.	Refer Amendment 2
Adani Pk 2	Package 2	33	Schedule E	Clause 1(a) of Schedule E	Permission of state government for extraction of boulders of quarry	Vendor agreement for supply of material will be submitted to B-SMILE. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	34	Schedule E	Clause 1(b) of Schedule E	Permission of village panchayat and pollution control boards for installation of crushers	Vendor agreement for supply of material will be submitted to B-SMILE. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	35	Schedule E	Clause 1(c) of Schedule E	License for use of explosives	Necessary NOC will be obtained from Police commissioner and required permission from PESO will be taken in the name of explosive agency. However, any assistance that is required shall be given by Authority, kindly confirm.	Tender Conditions Prevail.

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Adani Pk 2	Package 2	36	Schedule E	Clause 1(d) of Schedule E	License of inspector of factories or other competent authorities for setting up of batching plant	Necessary application shall be submitted. Any assistance required shall be given by the Authority. Dedicated land to be identified and given by the Authority to set up batching plant, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	37	Schedule E	Clause 1(e) of Schedule E	Clearance of pollution control board for setting of batching plant	Necessary application shall be submitted. Any assistance required shall be given by the authority. Dedicated land to be identified and given by Authority to set up batching plant, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	38	Schedule E	Clause 1(f) of Schedule E	Clearance of village panchayats & pollution control board for asphalt plant	Necessary land for setting up asphalt plant to be provided by authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	39	Schedule E	Clause 1(g) of Schedule E	Clearance of pollution control boards for asphalt plant	Necessary clearance from pollution control board to be obtained by the authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	40	Schedule E	Clause 1(h) of Schedule E	Clearance of pollution control boards for installation of diesel gen sets	Necessary clearance from pollution control board to be obtained by the authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	41	Schedule E	Clause 1(i) of Schedule E	Fire safety clearance from fire authorities	Application shall be submitted to fire authorities wherever applicable. However, any required assistance may be provided by the Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	42	Schedule E	Clause 1(j) of Schedule E	Permit for employing unskilled/ semi-skilled labor during day/night	It should be as per labor laws applicable in Karnataka (BOCW), kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	43	Schedule E	Clause 1(k) of Schedule E	Permission of village panchayath for borrow earth	Source shall be identified, and such permission shall be given by the Authority itself, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	44	Schedule E	Clause 1(l) of Schedule E	Permission of City Authorities for disposal of underground water	Underground water shall be disposed of via existing SWD's available on the surface roadside. However, if required necessary assistance shall be provided by the Authority to approach BWSSB seeking permission, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	45	Schedule E	Clause 1(m) of Schedule E	Clearance of Village Panchayats and Pollution Control Board for Dumping ground for muck	Suitable dumping yards shall be identified and encumbrance free land along with NOC's from panchayaths and boards shall be provided by the Authority itself, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	46	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	To complete the job within the stipulated time, disposal of muck is to be carried out 24 hrs. X 7 days and hence special permission from Joint Commissioner of Police is required for plying of dumpers on 24 hrs. basis, Bidder understands that the necessary permission shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	47	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that during exigencies of work traffic police permission shall be required for Transit Mixtures (TM's) as well as for other construction equipment and those permissions shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	48	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that permission for TBM parts transportation within city limits shall be arranged by the Authority, kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	49	Schedule E	Clause 1(n) of Schedule E	Any other permits or clearances required under Applicable Laws	Bidder understands that identification and permission for necessary diversion of major utilities (BESCOM, BWSSB, GAIL GAS, etc.) shall be arranged by the Authority, kindly confirm.	Please refer Clause 11.2 of the Concession Agreement.
Adani Pk 2	Package 2	50	DCA	Article 4.2 & 4.3 of CA	4.2 - Damages for delay by Authority 4.3- Damages for delay by the concessionaire	The damage clause mentioned for 4.2 is 0.1% of the Performance security for each day's delay & clause 4.3 is 0.2% subject to maximum of 20% of performance security. Please note this needs reconsideration and shall be neutral for both parties.	Tender Conditions Prevail.
Adani Pk 2	Package 2	51	DCA	Article 5.1.4 e of CA	"make reasonable efforts to facilitate the acquisition of land required for purposes of agreement"	Bidder understands that land (ROW) free from encumbrance (including working area) without any kind of obstructions shall be provided by authority for timely completion of works, kindly confirm.	As per Annexure-II of Schedule A.
Adani Pk 2	Package 2	52	DCA	Article 5.1.4 k of CA	"Undertake extraction, transport and disposal of muck, soil, earth. No land shall be provided by authority for the same. In case Government land is available, the same may be made available to the concessionaire on a lease basis as per guidance value."	Bidder understands that the land on lease basis provided by the Government shall be free of cost, kindly confirm.	Clause is self explanatory.
Adani Pk 2	Package 2	53	DCA	Article 16.1.2 of CA	"If the concessionaire determines at any point that a change of scope is necessary for providing safer and improved services to the users it shall by notice in writing require the authority to consider such change of scope."	In pre-tender stage it is noticed that Shaft no.2 (at Palace Ground) north end border is located near or over the compound wall of the palace ground and hence entire shaft may be shifted towards available open land to facilitate TBM's launching activity. Bidder requests the Authority to confirm.	Tender Conditions Prevail.

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Adani Pk 2	Package 2	54	DCA	Article 16.1.2 of CA	"If the concessionaire determines at any point that a change of scope is necessary for providing safer and improved services to the users it shall by notice in writing require the authority to consider such change of scope."	In pre-tender stage it is noticed that Shaft no.5 (staff quarters at St John Medical) is in the forest area of staff quarters. Hence to avoid felling / cutting of a greater number of trees the shaft location may be shifted towards open football ground. Bidder requests the Authority to confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	55	DCA	Article 44.2 of CA	"Failing mediation by independent engineer or without the intervention of independent engineer, eight parties may require such dispute to be referred to the MDBSMILE in accordance with the procedure set forth in schedule-S to the concession agreement" and "If either the Authority or the Concessionaire is dissatisfied with any decision of the Managing Director B-SMILE, and/or if the Managing Director B-SMILE is unable to resolve the dispute, either Party may require	There are multiple steps suggested in the clause which will lead to delay in dispute resolution. In normal course the intervention of independent engineer or the M.D of Authority shall be the conciliator, and their decision can be directly referred to Arbitration. Please confirm.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
Adani Pk 2	Package 2		DCA		such dispute to be referred to the Chairman B-SMILE to the Authority and Chairman of the Board of Directors of the Concessionaire for amicable and upon settlement, such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting or the dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the parties, either party may approach the Court of Law in Bengaluru jurisdiction."		Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
Adani Pk 2	Package 2	56	DCA	Article 44.3 of CA	Arbitration - deleted	Bidder understands that it is mandatory to include Arbitration clause and conduct Arbitration as per Arbitration and conciliation Act 1996, kindly confirm.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
Adani Pk 2	Package 2	57	Schedule D	General	BESCOM /KPTCL permissions for Grid Power for construction work	For both the projects, to run 08 nos. TBM, there will be requirement for a considerable amount of grid power. Bidder understands that the Authority shall assist the concessionaire to get required power from the concerned authority as well as the authority shall provide the land required for establishing the sub-station for this job, please confirm.	The Authority shall extend necessary facilitative support to the Concessionaire in obtaining power connections from BESCOM/KPTCL for construction activities. However, procurement, coordination, and associated costs shall be the responsibility of the Concessionaire.
Adani Pk 2	Package 2	58	General	General	Resource of Construction Water	For both the projects, to run 08 nos. TBM, there will be requirement of huge amount of construction water on daily basis. Bidder understands that the Authority shall identify the source of water so that the concessionaire shall get required construction water to execute the job as well as the authority shall provide the land required for the water treatment plant for establishing recycling of used water, please confirm.	The Concessionaire shall be responsible for identifying and arranging water sources required for construction, including necessary treatment facilities. However, the Authority shall provide reasonable support in facilitating permissions from concerned agencies, if required. Provision of land, if any, for setting up water treatment infrastructure shall be subject to availability and justification.


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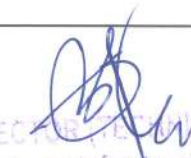
concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Adani Pk 2	Package 2	59	Schedule D	Clause 3.2.3 of Schedule D	The design life required shall be obtained by the use of durable materials, corrosion protection, resistance to or avoidance of wear etc. All underground works shall be designed to achieve the following minimum design lives with minimum maintenance	For UG structures life period is there, Bidders ask to confirm if any specific design life is there for above ground structures at shaft location.	As per Clause 3.2.3 of Schedule D, the minimum design life requirements are explicitly mentioned for underground structures. For above ground structures at shaft locations, the Concessionaire shall adopt a design life of minimum 100 years, in line with IRC and BIS codes and standards applicable to permanent civil infrastructure, unless otherwise specified in the contract.
Adani Pk 2	Package 2	60	Schedule D	Clause 3.2.3 of Schedule D	If the life of the temporary lining is less than the design life for the Project, then the Concessionaire shall design the secondary lining ignoring the contribution of the temporary support for structural purposes.	Bidders seek clarification, if the temporary support systems suffice the service life of the structures, is the same shall be used as supporting member to the main structures.	As per Clause 3.2.3 of Schedule D, temporary support systems cannot be considered part of the permanent structural system unless they are specifically designed, detailed, and constructed to meet the entire design life and performance criteria of the permanent structure. Therefore, unless proven and approved by the Authority Engineer, secondary lining must be designed independently, ignoring the contribution of temporary supports.
Adani Pk 2	Package 2	61	Schedule D	Clause 3.2.3 of Schedule D	Due account shall be taken of the degree of flexibility of the linings to be used in the various soil conditions and taking account of the size, proximity, timing and method of construction of adjacent excavations. The inherent lining flexibility may have to be reduced in order to maintain acceptable values for the deflection of the lining.	Bidder wants to confirm that this may be applied to NATM tunnelling or cut & cover tunnels not for bored TBM tunnels due to fixed lining stiffness. Kindly confirm.	No Change, the clause is self explanatory
Adani Pk 2	Package 2	62	Schedule D	Clause 3.2.3 of Schedule D	During tunnel driving ground investigation data shall be kept under constant review and reinterpreted as more detailed information becomes available, to maintain up to date predictions of the ground likely to be encountered. This review should be fully integrated into the construction risk control and management systems and should typically include: a) detailed geological logging of the ground exposed during construction b) probing ahead of and around the tunnel face, if the ground changes or is expected to change	Is the probing is mandatory or bidders have the right to choose other techniques to confirm the ground condition ahead. Kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	63	Schedule D	Clause 3.2.3 of Schedule D	Instrumentation and monitoring to demonstrate performance of the installed linings.	Bidder wants to confirm whether post application lining instrumentation and monitoring is must. Kindly confirm.	Tender Conditions Prevail.
Adani Pk 2	Package 2	64	Schedule D	Clause 3.2.5 of Schedule D	For known future small buildings, a minimum load based on a dead and live load of 50 kPa (up to 2 storey)/110Kpa (3 to 7 storey) at the foundations shall be used.	Bidder understands that this will be max load to be considered over the tunnel alignment. Kindly confirm	Bid Conditions are minimum requirement however codal provisions will prevail.
Adani Pk 2	Package 2	65	Schedule D	Clause 3.2.5 of Schedule D	vi. Hydrostatic pressures ignoring pore pressure relief obtained by any seepage into the tunnel. Two groundwater levels shall be considered.	Request the Authority kindly share the data of 20 years flood level if available.	As per codal provision and tender conditions.
Adani Pk 2	Package 2	66	Schedule D	Clause 3.2.9 of Schedule D	b) Alternative types of lining may be proposed subject to the consent of the Independent Engineer.	Is it applicable to choose tunnel reinforcement type also	Tender Conditions Prevail.


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Adani Pk 2	Package 2	67	Schedule D	Clause 3.4 of Schedule D	The Groundwater drawdown (a drop of water table during dewatering/construction) outside the excavation/adjacent to works, shall be controlled such that the water table doesn't get lowered by more than one meter below the lowest recorded groundwater table (the lowest recorded groundwater table shall be considered as the lowest level of groundwater table as recorded by the Concessionaire prior to the construction). For ensuring this the Concessionaire shall provide recharging well system, if required.	Bidder wants to confirm if the original ground water table (lowest recorded) is higher than the excavation level in shafts, the clause will not be validated. Or does it mean that anytime of excavation the water level difference is only 1m	For the sake of clarity due to project construction the draw down of the natural groundwater table outside the excavation area shall be limited to 1 meter below the lowest recorded natural groundwater table.
Adani Pk 2	Package 2	68	Schedule D	Clause 4.11.5.5 of Schedule D	(2) Unless otherwise proven acceptable by site trials, the rock bolts shall be installed in holes of diameter 10 mm to 15 mm greater than the maximum diameter of the rock bolt. The holes shall not be more than 100 mm longer than the grouted length of the rock bolt unless otherwise proven acceptable by site trials	Is it applicable for self drilling bolts also	No, Clause 4.11.5.5(2) of Schedule D is not directly applicable to self-drilling bolts.
Adani Pk 2	Package 2	69	General	General	Ref. Drawing	Detailed drawings of Metro Phase-3A tunnels where the Entry ramp 4 & Exit ramp 6 will cross is unavailable (Ref. Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/01A/R0).	In Plan Profile Centre line of the structures are indicated. The concessionaire should make their own assessment accordingly.
Adani Pk 2	Package 2	70	General	General	Ref. Drawing	Detailed drawings of Metro Phase-3A tunnels where the Tube 1 & Tube 2 will cross is unavailable (Ref. Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/06/R0).	For bid preparation, bidders are advised to consider the general alignment shown and make reasonable assumptions based on available information.
Adani Pk 2	Package 2	71	General	General	Ref. Drawing	Exit Ramp 7 is up to CH 473.000 as per alignment drawing (Drawing no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0. Whereas in DPR it is mentioned up to CH 415.000. Kindly clarify.	The length of Exit ramp 7 is up to chainage 473m which includes the common portion of 58m with Tube 1 (main Tunnel)
Adani Pk 2	Package 2	72	General	General	Ref. Drawing	Location of CPs for substation (S/SN 1,2,3,4,5,6,16,7,8) available in Drawing no. RC/1640/HO/HBT/TU/DWG/CP/RCS/304/A. Location of other Electrical CPs required.	As per tender drawing.
Adani Pk 2	Package 2	73	General	General		Deliveries / supplies of all TBM's simultaneously is challenging for any TBM manufacturer. If staggered TBM deliveries are taken into account, project completion period is to be extended by at least SIX months.	Tender conditions prevail.
Adani Pk 2	Package 2	74		Section 3 - TBM Tunnel	"The cutter-head shall be articulated such that the cutter-head can be retracted from the excavated face and can be turned in any plane so that it is at an angle to	As per the bid document, TBM must be capable of negotiating 300 meter radius horizontal curves. Negotiating sharp curves of 300m is technically not feasible for a TBM of >15m in diameter & hence, not practical. Bidder requests to delete this clause & the	Please refer Amendment-2.
Adani Pk 2	Package 2			Clause No. 3.8.3(8)	the main body. The TBM must be capable of negotiating 300 metre radius horizontal curves."	choice must be left to the contractor to design the TBM's based on the project/alignment requirement.	Please refer Amendment-2.
Adani Pk 2	Package 2	75	General	General	Conditional Assessment of Existing Structures	Request Authority to share building inventory with classification and Conditional Assessment of Existing Buildings	Bidders should make their own assessment.
Adani Pk 2	Package 2	76	DPR	Clause 6.7 of DPR (Vol.V)	"Further, Intrusive investigation in form of boreholes and laboratory/in-situ testing is being carried out for confirmation of geotechnical contacts, weak zones, fracture shear zones, water table, etc. This information will be crucial to be provided to the prospective bidders as for their information in addition to other data viable for adjacent projects. The same will be completed in due course of time and will be included in the document before closing final addendum and corrigendum for bidding process"	Detailed geotechnical profiles are essential for interference assessment, particularly for: Crossings with underground/overground metro Ramp and shaft construction zones. Request Authority to provide the same	Boreholes details have been uploaded on eportal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 2	Package 2	77	General	General	PROW	Request Authority to provide the PROW details of Vertical Shaft location	For ROW of shafts please refer Annex II Schedule A pg. no. 8 of Volume-3A.
Adani Pk 2	Package 2	78	General	General	Land Acquisition details	Request Authority to provide the Land Acquisition details of Vertical Shaft & Ramp Approach locations	The Authority shall provide the Right of Way as per Annexure II of schedule A compliance to Clause 10.3 of Agreement.
Adani Pk 2	Package 2	79	General	General	Typical Cross Section of Shaft Location	Request Authority to provide the Typical Cross Section of Shaft location	Refer tender drawing vol. IV

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Adani Pk 1&2 (Additional Info)	Package 1 & 2	1	11.2	Utility Relocation Plan	Utility Relocation Plans	Request the Authority to kindly provide the Utility Relocation Plan.	As per Clause No. 11.2 of the Concession Agreement.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	2	General	Geo technical report		Request the Authority to kindly provide GIR, GRM and Geological Profile.	Borehole details are uploaded on e-portal. However, bidders must conduct independent geotechnical investigation before tendering.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	3	10.3.1	Right of Way		Request details of land acquisition status including total and acquired land.	The Authority shall provide the Right of Way as per Annexure II of schedule A compliance to Clause 10.3 of Agreement.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	4	Annex - IV (Schedule-A)	Environmental Clearance		Request the Authority to kindly provide Environmental Clearance status.	Tender conditions prevail.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	5	General	Interface with Metro Structures		Request clarification on Metro-Tunnel interface responsibilities and coordination matrix.	All coordination shall be done by concessionaire.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	6	General	DPR Data (Table 25)		Request DPR Volumes: Geotech, Structural, Electrical, Ventilation, Cost & Drawings.	The required data of DPR is uploaded on e-portal.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	7	3.2.18 of Schedule D	Existing Building Structures		Request inventory of buildings, heritage sites, sensitive structures, wells along alignment.	The Bidders must conduct their own survey regarding the existing building structures before tendering.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	8	General	Utility Condition Assessment Survey		Request condition assessment report of structures/utilities and ground improvement zones.	The Bidders must conduct their own survey regarding the existing utility structures and other features of the alignment before tendering.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	9	7.1 of Schedule B	Intermodal Hubs at Shaft Location		Request revision of Intermodal Hub design from 5B+G+15 due to risk and revenue concerns.	Refer Amendment -2.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	10	General	Drawings		Request Authority to provide drawings in AutoCAD format.	Tender Drawings in PDF format have been uploaded on e-Portal
Adani Pk 1&2 (Additional Info)	Package 1 & 2	11	General	TBM Shaft		Request Shaft TCS and PROW details.	For ROW of shafts please refer Annex II Schedule A, Volume-3A.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	12	7.1 of Schedule B	Intermodal Hubs Appendix B-VI		Request clarification and area details of Auto/Taxi stands, flea market, emergency parking.	Tender Conditions Prevail
Adani Pk 1&2 (Additional Info)	Package 1 & 2	13	General	Alternative Proposal		Request permission for alternative tunneling methods instead of cut-and-cover.	Tender Conditions Prevail


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Adani Pk 1&2 (Additional Info)	Package 1 & 2	14	General	PROW		Request PROW details at shaft locations.	For ROW of shafts please refer Annex II Schedule A of Volume-3A.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	15	General	Vertical Ventilation Shaft		Request detailed section drawings of vertical ventilation shafts.	For ROW of shafts please refer Annex II Schedule A of Volume-3A.
Adani Pk 1&2 (Additional Info)	Package 1 & 2	16	General	Support System in NATM		Request tunnel support system design for NATM and guidance for changing strata.	Tender Conditions Prevail
Adani Pk 1&2 (Additional Info)	Package 1 & 2	17	Schedule B	Clause 15 Change of Scope Clause		Request change: additional lengths post-IE verification to be treated as Change of Scope.	Tender Conditions Prevail
Adani Pk 1&2 (Additional Info)	Package 1 & 2	18	Schedule C	Clause d , Wayside Amenities / Service Areas		Request scope and revenue rights for Wayside Amenities including O&M obligations.	Tender Conditions Prevail
Adani Pk 1&2 (Additional Info)	Package 1 & 2	19	General	SGST Waiver		Request waiver on SGST to improve project viability.	Tender Conditions Prevail, No changes .
Adani Pk 1&2 (Additional Info)	Package 1 & 2	20	General	Royalty Charges Waiver		Request waiver on royalty charges for minor minerals.	Tender Conditions Prevail, No changes .
Adani Pk 1&2 (Additional Info)	Package 1 & 2	21	General	Power Tariff Subsidy		Request power tariff subsidy for project operations.	Tender Conditions Prevail, No changes .
Adani Pk 2 (Additional Info)	Package 2	1	General	Geo	Geo technical report	Request the Authority to kindly provide the following □ Geotechnical Investigation Report (GIR) □ Geological Reference Model (GRM) □ Geological Profile	Borehole details have been uploaded on the e-portal.
Adani Pk 2 (Additional Info)	Package 2	2	DCA	10.3.1	Right of Way	Authority is requested to kindly provide the present status of the Land Acquisition of the Project: □ Total land required. □ Total land already with the Authority (Govt land if any). □ Total land to be acquired. Total Agricultural/Forest land to be acquired.	Tender Conditions Prevail.
Adani Pk 2 (Additional Info)	Package 2	3	General	Environmental	Environmental Clearance	Request the Authority to kindly provide the Environmental Clearance present status.	Tender Conditions Prevail


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Adani Pk 2 (Additional Info)	Package 2	4	Schedule B	12	Interface Management	Request the Authority to kindly clarify the following <ul style="list-style-type: none"> Who executes first: Road Tunnel or Metro? Who bears the cost of additional support or monitoring measures in overlapping zones? Who leads the monitoring strategy, and what are the trigger-action protocols in case of anomalies during construction? Who leads clear ownership and coordination, especially where critical inter-agency dependencies exist. Additionally, Please provide interface matrix and joint planning of BMRCL and B-SMILE, if you have executed.	Tender Conditions Prevail
Adani Pk 2 (Additional Info)	Package 2	5	General	Data specified in Table 25 (Chapter 2.3	Data specified in Table 25 (Chapter 2.3) of the DPR	Request the Authority to kindly provide the following DPR data <ul style="list-style-type: none"> Volume-II A: Geotech Design Report Volume-II B: Structural Design Report Volume-II C: Electrical Design Report Volume-II D: Ventilation Design Report Volume-III: Pre-final Geotechnical Interpretive Report Volume-IV: Preliminary Cost Volume-V: Drawings 	Tender Details Uploaded on e-procurement portal.
Adani Pk 2 (Additional Info)	Package 2	6	Schedule D	3.2.18	Existing Building Structures	Request the Authority to kindly provide the following inventory <ul style="list-style-type: none"> Existing Building Structures Heritage/ historical buildings Sensitive structures wells located along the alignment 	The concessnoire shall assess on their own.
Adani Package 1 and Package 2 (Additional Info)	Package 1 & 2	1	Doc 2	2.2.2.(AA)	When length of tunnel more than 200 m: 50% of the cross-sectional area of proposed tunnel or two-lane highway tunnel cross sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less	Clause 2.2.2(AAA) and Clause 2.2.2(AA) appear to be contradictory in nature. While one clause suggests a relaxation of the qualification criteria, the other implies more stringent requirements. We kindly request the Authority to clarify this discrepancy, so that bidders can determine whether they qualify independently or need to form a JV/Consortium/MOU for participating in the project. "[for metro/rail/other projects: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional Dia more than 5.5m, whichever is less, and 20% length of the tunnel to be constructed in this project or 10 km, whichever is less] using TBM machine(s) (In case of tunneling experience using NATM method, the length requirements for qualification as per 2.2.2 (AAA)(b) above shall be doubled.) and the cost of such project shall be at least 20% of the Estimated Project Cost or Rs. 1000 Cr. whichever is less. 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 a completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr whichever is less."	Please refer Amendment-2.

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Adani Package 1 and Package 2 (Additional Info)	Package 1 & 2	2	Doc 2	Point no 07 of NIT read along with clause 2.14.1.2 of the RFP document.	The bid document can be downloaded from the portal as per prescribed date and time published in the portal. The transaction fee/Bid document/ Tender Document fee is non-refundable. For registration and e-payment details contact KPP Portal Helpdesk	On the KPP Portal, a fee of only INR 7,500 has been specified, which pertains exclusively to KPP portal-related charges. We kindly request the Authority to clarify the additional fees, if any, to be paid by the bidders directly to the Authority (i.e., B-SMILE) via NEFT/RTGS towards the Bid Fee. For reference, we have attached relevant pages from an NHAI tender that include clauses related to similar fee structures.	Please refer Amendment-2.
Adani Package 1 and Package 2 (Additional Info)	Package 1 & 2	3	Doc 2	Extension	Extension of bid due date	We kindly request an extension of the bid due date for both projects mentioned above, as we require additional time to identify and finalize a suitable Joint Venture partner. Given that both projects are being undertaken on a BOT (Toll) basis, we believe a minimum extension of 30 days beyond the current bid submission deadline is necessary to enable us to prepare and submit a competitive bid.	Refer Amendment-1
Adani Package 1 and Package 2 (Additional Info)	Package 1 & 2	4	Doc 2	Clause 2.11..2 (f)	Proof of online payment/original demand draft of Rs xxxx (Rupees ***** only) in favor of "BSMILE" payable at "Bengaluru" towards Cost of Bidding Documents;	"Proof of online payment/original demand draft of Rs xxxx (Rupees ***** only) in favor of "BSMILE" payable at "Bengaluru" towards Cost of Bidding Documents;" The amount is mentioned as "*****", indicating the fee that bidders are required to pay. We kindly request you to provide the necessary bank details for NEFT/RTGS transfer to facilitate payment of the bid fee."	Please refer Amendment-2.
Adani Package 1 and Package 2 (Additional Info)	Package 1 & 2	5	Doc 2	Clause 2.11.1 (j) and clause 2.11.2 (f)	Demand draft or NEFT for bid fees	We seek your kind clarification regarding the payment modalities mentioned in Clause 2.11.1 (j) and Clause 2.11.2 (f). While Clause 2.11.1 (j) specifies payment via Demand Draft only, Clause 2.11.2 (f) allows both NEFT and Demand Draft as valid modes of payment. As these clauses appear to be contradictory, we request the Authority to please confirm the accepted mode(s) of payment for bid fees to ensure compliance	Please refer Amendment-2.
Adani	Package 1 & 2	1	DCA	12.7 of CA	"Construction of Service Road: The Authority shall, at any time after the [8th (eighth)] anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service roads on the Project Tunnel in accordance with the specifications and standards applicable to other district roads (ODRs) in the State"	The clause mentions the provision of service road in the tunnel. Also, as per the Clause 27.1.7, a two-wheeler is permitted to use the service road by paying a charge equivalent to 50% of the fee levied on the Car. Whereas as per Clause 27.10 only Cars and Buses are only permitted to use the tunnel. Kindly clarify	Please refer Amendment-2.
Adani	Package 1 & 2	2		Article 27 User Fee & Article 48	27.10 Additional fee for overloaded vehicles: Vehicles other than cars and buses shall not be allowed to travel in the Tunnel Article 48 "Car" means and includes any mechanical vehicle being a light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve), excluding the driver, but does not include a Motor Cycle, Tractor or road roller;	Kindly Clarify the below- 1. Does Car include all the vehicles with GVW not exceeding 7,500 Kgs and Reg carrying capacity of 12,000 Kgs including the goods vehicles? 2. Does Buses include both the Government buses (RTC, MTC etc) and Private buses (shuttle busses)	Tender Conditions Prevail.
Adani	Package 1 & 2	3	Technical Schedules	Schedule B	All the Access Ramps are observed to be ranging between Intermediate Lane to 2 lane to 3 Lane configuration	Kindly Specify if there are any Future expansion/widening Plans/Proposals for the Ramps and also the Access Roads leading to the tunnel.	Tender Conditions Prevail.
Adani	Package 1 & 2	4		Article 27 User Fee	27.5 Discounted Fee for frequent Users: The Authority or the Concessionaire, as the case may be, shall, upon request from any person, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Tunnel. Such return pass shall entitle the specified vehicle to undertake a return journey between entry and exit Toll Plazas as mentioned on the pass within 24 (twenty-four) hours from the time of payment of Fee.	Kindly confirm if any other concessions such as Local Pass (non-Commercial), Local Commercial, Monthly Pass and the Annual Pass will be provided to the vehicles using the tunnel (Tollable vehicles)	Tender Conditions Prevail.
Adani	Package 1 & 2	5	Technical Schedules	Schedule B	As per the Schedule B, Annexure-I, the Design Speed of the Tunnel is set as 80 Kmph	Kindly Specify the expected design capacity of the tunnel	Defined in Annexure -I of Schedule B.

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Adani	Package 1 & 2	6		Article 27 User Fee	With reference to The Karnataka Road User Fee (Determination of Rates and Collection) Rules 2014. As per the mentioned Rules, Clause 4, sub section 4.2. Clause 4, sub section 4.6 The rate of fee for use of an expressway shall be 1.25 times the rate specified in 4.2 Clause 4, sub section 4.9 The Rate of Fee for use of standalone structure as well as structure forming part of the highway/expressway shall be calculated by converting the length of the structure into an equivalent length by multiplying factor of 10 Clause 5, sub section 5.3 Applicable Rate = Base Rate + Base Rate X (WPIA-WPIB)/WPIB) X 0.4	Kindly Confirm the mentioned clauses are applicable or not	Bid Conditions Prevail.
Adani	Package 1 & 2	7			Road Development/ Road Widening projects/proposals-1. East West Tunnel 2. Others	Kindly provide information on the proposed East-West Tunnel(Reports, Maps etc) and any other road development/ tunnel proposals in Bengaluru	The East West Conceptual Alignment is Uploaded in portal.
Adani	Package 1 & 2	8			Previous/Historic Traffic and Revenue Reports/Data	Kindly Provide the previous Traffic and Revenue study reports	concessionaire is expected to access these on its own.
Adani	Package 1 & 2	9			MoRTH has issued National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2024 dated 9th September 2024 in which Global Navigation Satellite System On- Board Unit technology and toll fee for users having such technology as per distance travelled have been indicated	We kindly request the Authority to clarify whether the said Amendment Rule will be applicable for this project or not.	Tender Conditions Prevail, this is a stand alone urban tunnel project. The rate for toll collection shall be as per state govt. notifications for User Fee.
Adani	Package 1 & 2	10			Schedule R: Fee NotificationAs per Amendment to fee notification by the Gazette of India dated 9th September 2024 user fee will now be collected through Global Navigation Satellite System (GNSS) On-Board Unit or any such device or Automatic Number Plate Recognition (ANPR) Device or FASTag or any combination thereof. The said amendment has following insertion: 1. "Provided also that exclusive lane can be earmarked for Global Navigation Satellite System On-Board Unit fitted vehicle and in case vehicle enters such lane, without a valid, functional Global Navigation Satellite System On-Board Unit, shall pay a fee equivalent to two times of the user fee applicable at that fee plaza." 2. "A driver, owner or person in-charge of a mechanical vehicle other than National Permit vehicle who makes use of the same section of national highway, permanent bridge, bypass or tunnel, as the case may be, shall be levied a zero-user fee upto twenty kilometres of journey in each direction in a day under Global Navigation Satellite System based user fee collection system and if the distance travelled is more than twenty kilometres, then fee will be charged for actual distance travelled."	Query on Insertion 1 Rule: As mentioned in Point 1, if any vehicle entered on dedicated GNSS lane without a valid functional GNSS OBU Unit, it shall pay a fee equivalent to 2 times of applicable user fee. We request to kindly clarify modality to collect 2 times fee from users not having enough balance with GNSS linked wallet. Query on Insertion 2 Rule: As mentioned in Point 2, a driver, owner or person in-charge of a mechanical vehicle other than National Permit vehicle who makes use of the same section of national highway, permanent bridge, bypass or tunnel, shall be levied a zero-user fee up to twenty kilometres of journey in each direction in a day under Global Navigation Satellite System based user fee collection system and if the distance travelled is more than twenty kilometres, then fee will be charged for actual distance travelled. We understand that the impact due to zero-user fee for up to per day unidirectional twenty kilometres travel by users, as proposed by Authority vide National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2024, has to be borne by authority and concessionaire will get 100% of applicable user fee from every GNSS users circumventing / manoeuvring / plying on the project road. Further, the said amendment also states that if the distance travelled is more than twenty kilometres, then fee will be charged for actual distance travelled. We understand that irrespective of whether a vehicle is travelling more than 20 kms in one direction or not, if it crosses a toll plaza, the concessionaire will get 100% of applicable user fee for such users from every GNSS users circumventing / manoeuvring / plying on the project road.	Tender Conditions Prevail, this is a stand alone urban tunnel project. The rate for toll collection shall be as per state govt. notifications for User Fee.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Adani	Package 1 & 2	1	RFP		<p>Article 2.2.2.</p> <p>Since the project is divided into two packages and bidders may bid for either or both packages, the bids for Package 1 shall be opened first and L1 shall be declared. The L1 bidder of Package 1 shall be considered eligible for Package 2 only if their Net Worth is more than the sum of the Financial Capacity required for Package 1 and Package 2. For the avoidance of doubt, one bidder may bid for either or both packages but shall be eligible to win both the packages only if the bidder shall have a minimum Net Worth of Rs. 4425 Cr (Rupees Four Thousand Four Hundred Twenty-Five Crore Only) at the close of the preceding financial year.</p> <p>Article 3.8</p> <p>Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes lowest amount of Total Concession Value (TCV) in accordance with Appendix- IB shall be declared as the selected Bidder (the "Selected Bidder").</p>	We request the Authority to allow bidders to submit bids for combined packages along with individual packages, and to evaluate these combined bids as well. For example, if the lowest individual TCV for Package 1 is 100 Cr. and the TCV for Package 2 is 90 Cr., but the lowest combined package bid is 185 Cr., it would be more favourable for the Authority and would create synergy and ease of implementation of the project by the bidder.	Tender Conditions Prevail.
Adani	Package 1 & 2	2	DCA		<p>Article 41.1 - Increase in cost</p> <p>"If as a result of Change in Law, the Concessionaire suffers an increase in costs or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 15 crore (Rupees fifteen crore) and 0.5% (zero-point five percent) of the Realisable Fee in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting"</p> <p>Article 41.2 Reduction in costs</p> <p>"If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero-point five percent) of the Realisable Fee in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had....."</p>	<p>We request the Authority that the financial effect in case of an increase in cost should be the same as that of a reduction in cost, i.e., Rs. 1 crore (Rupees one crore) and 0.5% (zero-point five percent) of the Realisable Fee, instead of Rs. 15 crore (Rupees fifteen crore) and 0.5% (zero-point five percent) of the Realisable Fee.</p> <p>Further, kindly clarify how the financial position will be evaluated since the clause related to the protection of NPV has been deleted.</p>	Tender Conditions Prevail.
Adani	Package 1 & 2	3	DCA		<p>Article 10.3.2</p> <p>"Without prejudice to the provisions of Clause 10.3.1, the Parties here to agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 50% of the Construction Zone, so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project...."</p>	We request the Authority to provide Right of Way for minimum 90% of the Construction Zone on or prior to the Appointed Date.	Tender Conditions Prevail.
Adani	Package 1 & 2	4	DCA		Schedule R	We request the Authority to provide Schedule R including the details of tolling length for which fees are to be paid/charged at each exit point.	Tender Conditions Prevail.


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AFCONS

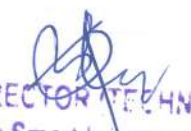
concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
AFCONS	Package 1	1	Volume 3A	3.2.12	Schedule D, Cl 3.2.12 Tunnel Boring Machine (TBM) & Shields : The Concessionaire shall be fully responsible for the selection, design and supply of tunnelling machines, shields and backup equipment. The TBM shall also meet all the requirements as specified in Authority Requirements and Outline Construction Specification.	To maintain uniformity in bidding, we kindly request the authority to specify the minimum number of Tunnel Boring Machines (TBMs) required for each package.	4 Number of TBM
AFCONS	Package 1	2	DCA	5.1.4 k	Article 5- OBLIGATIONS OF THE CONCESSIONAIRE Cl. 5.1.4 k Undertake extraction, transport & disposal of muck, soil, earth. Land for Disposal : No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 30 km, from the point of extraction.	We kindly request the Authority to provide land for the Dumping Yard and Casting Yard. We also request that the location of the proposed Dumping Yard and Casting Yard be clearly indicated.	Tender Conditions Prevail.
AFCONS	Package 1	3	Volume 4 : Drawings Package I	P&P	Plan & Profile Tunnel : Plan & Profile Alignment Drawings RC/1640/HO/HBT/TU/DWG/P&P/01/R0	It is observed that at the following chainages, the tunnel alignment crosses existing structures: Ch. 1500 - Existing Flyover Ch. 1600 - Existing Metro Line Phase 3A Ch. 7000 - Existing Metro Line Phase 3A We kindly request the Authority to provide the foundation details of the above-mentioned structures	The infringement with the metro alignment (existing/ Construction phase/ planning phase) has been discussed with BMRCL and the alignment has been planned accordingly. Please refer Plan & profile given in tender drawing volumes & volume 3A (technical schedules). However, the Bidders must conduct their own survey regarding the existing structures and other features along the alignment to get the required details before tendering.
AFCONS	Package 1	4	DCA	Cl 10.3.2	ARTICLE 10 RIGHT OF WAY Cl 10.3.2 : Procurement of Site : the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 50% of the Construction Zone, so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project	We kindly request the Authority to confirm the land acquisition status and provide clarity on the site handover dates. We also request the site handover schedule for proper planning and execution	Tender Conditions Prevail.
AFCONS	Package 1	5	Volume 5 : Drawings Package I	P&P	Plan & Profile Tunnel : Plan & Profile Alignment Drawings RC/1640/HO/HBT/TU/DWG/P&P/01/R0	We kindly request the Authority to provide the AutoCAD drawings and the corresponding Google Earth KMZ file for the same	Tender Drawings in PDF format have been uploaded on e-Portal. The KMZ file uploaded on e-Portal.
AFCONS	Package 2	1	Volume 3A	3.8.1	Schedule D, Cl 3.8.1 Tunnel Boring Machine (TBM) & Shields : The Concessionaire shall be fully responsible for the selection, design and supply of tunnelling machines, shields and backup equipment. The TBM shall also meet all the requirements as specified in Authority Requirements and Outline Construction Specification.	To maintain uniformity in bidding, we kindly request the authority to specify the minimum number of Tunnel Boring Machines (TBMs) required for each package.	4 Number of TBMs.
AFCONS	Package 2	2	DCA	Cl. 5.1.4 k	Article 5- OBLIGATIONS OF THE CONCESSIONAIRE Cl. 5.1.4 k Undertake extraction, transport & disposal of muck, soil, earth. Land for Disposal : No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 30 km, from the point of extraction.	We kindly request the Authority to provide land for the Dumping Yard and Casting Yard. We also request that the location of the proposed Dumping Yard and Casting Yard be clearly indicated.	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
AFCONS	Package 2	3	Volume 4 : Drawings Package II	P&P	Plan & Profile Tunnel : Plan & Profile Alignment Drawings RC/1640/HO/HBT/TU/DWG/P&P/02/R0	<p>It is observed that at the following chainages, the tunnel alignment crosses existing metro infrastructure:</p> <p>At Ch. 9625 - Existing Metro Line Phase 1</p> <p>At Ch. 14535 - Existing Metro Line Phase 2</p> <p>We kindly request the Authority to provide the foundation details of the aforementioned structures.</p>	The infringement with the metro alignment (existing/ Construction phase/ planning phase) has been discussed with BMRL and the alignment has been planned accordingly. Please refer Plan & profile given in tender drawing volumes III & volume 3A (technical schedules). However, the Bidders must conduct their own survey regarding the existing structures and other features along the alignment to get the required details before tendering.
AFCONS	Package 2	4	DCA	Cl 10.3.2	<p>ARTICLE 10 RIGHT OF WAY</p> <p>Cl 10.3.2 : Procurement of Site : the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 50% of the Construction Zone, so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project</p>	We kindly request the Authority to confirm the land acquisition status and provide clarity on the site handover dates. We also request the site handover schedule for proper planning and execution	Tender Conditions Prevail.
AFCONS	Package 2	5	Volume 4 : Drawings Package II	P&P	Plan & Profile Tunnel : Plan & Profile Alignment Drawings RC/1640/HO/HBT/TU/DWG/P&P/02/R0	We kindly request the Authority to provide the AutoCAD drawings and the corresponding Google Earth KMZ file for the same	Tender Drawings in PDF format have been uploaded on e-Portal. The KMZ file uploaded on e-Portal.


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IRB Infra

concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
IRB Infra	Package 1 & 2	1	RFP	2.2.2(AA)	For normal Highway projects (including Major Bridges/ROB/ Flyovers/ Tunnels): If any Major Bridge/ ROB/Flyover/ Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ ROBs/flyovers/ Tunnel in the last 10 (Ten) financial years preceding the Bid Due Date. Le, shall have completed at least one similar Major Bridge/ ROB Flyover having span equal to or greater than..... ...and in case of tunnel, if any, shall have completed construction of at least one tunnel consisting of single or twin tubes (including tunnel(s) for Road/Railway/ Metro Rail/irrigation /Hydro-electric projects etc.) having at least (a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required (b) When length of tunnel more than 200 m: 50% of the cross-sectional area of proposed tunnel or two-lane highway tunnel cross sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less.	The Technical Qualification criteria laid out under Clause 2.2.2 (AA) and 2.2.2 (AAA) are conflicting. Clause 2.2.2 (AA) mandates Bidder to demonstrate the experience of construction of Tunnel having 50% minimum cross-sectional area or two lane highway tunnel cross sectional area and minimum length of such tunnel is set as 2 Km, While Clause 2.2.2 (AAA), also mandates stringent criteria of under sub-Clause (b) to qualify but the relaxation by way of entering into MOU is provided under Clause 2.2.3 Since the subject project is a Stand - alone specialized Project, in that case, the criteria under Clause 2.2.2(AAA) read with Clause 2.2.3 shall be made applicable for qualification. Please confirm as this would enable Bidders to identify the JV partner and/or the EPC Contractor for participation in the subject RFP.	Please refer Amendment 2.
IRB Infra	Package 1 & 2	2	RFP	2.2.2(AAA)	For Stand- alone specialized projects: (b) Tunnel Project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro Rail/ Irrigation/ hydro-Electric Projects etc.) [for roads/highways project: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less] [for metro/rail/other projects: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional Dia more than 5.5m, whichever is less, and 20% length of the tunnel to be constructed in this project or 10 km, whichever is less] using TBM machine(s) (In case of tunneling experience using NATM method, the length requirements for qualification as per 2.2.2(AAA)(b) above shall be doubled.) and the cost of such project shall be at least 20% of the Estimated Project Cost or Rs. 1000 Cr. whichever is less. 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 a completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr whichever is less.		Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
IRB Infra	Package 1 & 2	3	RFP	2.2.3	<p>In case a Bidder does not have tunneling experience, they may produce an MOU with their EPC Contractor to with the requisite credentials to fulfil this condition, which shall certify that if the Bidder is selected, they shall contract the said EPC contractor for the tunneling works. It is clarified that one EPC contractor shall be allowed to sign an MOU with multiple Bidders and be considered for their tunneling credentials.</p> <p>Furthermore, in case of any unavoidable reasons if the Selected Bidder wants to change their EPC Contractor after they are awarded the contract, they must get an approval regarding the same from the Authority, and the credentials of the proposed new EPC contractor satisfy or exceed the requirements set forth in 2.2.2. (AAA).</p> <p>This provision of utilization of the credentials of an EPC contractor (who is not part of the Consortium or JV) on production of an MOU to employ them is limited to Clause 2.2.2 (AAA).</p> <p>O&M Experience: The Bidder shall engage an experienced O&M contractor or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the Concession Agreement.</p>	<p>1. In case a Bidder does not have tunneling experience, then kindly confirm if Clause 2.2.3 shall be applicable for both the criteria given under Clause 2.2.2 (AA) and Clause 2.2.2 (AAA). Please clarify and confirm.</p> <p>2. If the answer to the above is No. then please kindly consider the following:</p> <p>There are only handful of projects in the country involving construction of Tunnel and who would qualify the stringent tunnel construction experience as provided under Clause 2.2.2 (AA) and Clause 2.2.2 (AAA). Furthermore, such mandatory criteria would permit very limited Developers / Contractors to qualify for the subject RFP.</p> <p>Further, permitting one EPC contractor to sign an MOU with multiple Bidders and be considered for their tunneling credentials may forfeit the purpose of competitive price discovery.</p> <p>In this context, your kind attention is drawn to the amendment to Clause 2.2.2. (AA) of the RFP issued by NHAI on 22.10.2024 in one of the similar project on BOT mode (i.e. Agra Gwalior) which was recently awarded by NHAI/ Authority.</p> <p>In that NHAI's RFP, the provision of mandatory experience of construction of Cable Stayed bridge/ Suspension bridge/ Extradosed bridge with a single span greater or equal to 100 m was the mandatory criteria. However, since there were hardly few bidders qualifying such mandatory experience of construction of specialized bridge in the Country, based on representation by Bidders, NHAI relaxed the said mandatory criteria by issuing a corrigendum / addendum to Clause 2.2.2 (AA) of RFP which is reproduced below: .</p> <p>"If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the</p>	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	4	RFP	1.2.1, 2.1.7, 2.11.2(j)	<p>Clause 1.2.1</p> <p>Under this process, the Bid shall be invited under two envelopes. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of Rs. xxxx2 (Rupees **** Only) as the cost of the Bidding Process.</p> <p>2 As mentioned on the KPPP portal</p> <p>Clause 2.1.7.. The Bidders shall also submit copy of Demand Draft of Rs. xxxx Crore. (Rupees **** Only) towards cost of Bidding Documents.</p> <p>Clause 2.11.2 (j) Copy of demand draft of Rs xxxx (Rupees **** only) in favor of "B-SMILE" payable at "Bengaluru" towards cost of Bidding Documents;</p> <p>Clause 2.11.2 (f) Proof of online payment/ original demand draft of Rs xxxx (Rupees **** only) in favor of "B-SMILE" payable at "Bengaluru" towards Cost of Bidding Documents;</p> <p>Clause 2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with the procurement portal of the Authority https://eproc.karnataka.gov.in/eprocportal/pages/index.jspt to have user ID & password for which the requisite fee may be paid to the service provider, i.e., **** ♦ ♦.....</p>	<p>There is no clarity with regard to the amount and the mode of fee to be paid towards cost of the Bidding process. As per the KPP portal, the amount of Rs 7500/- is only fee payable.</p> <p>Kindly confirm if this is the only fee payable towards the cost of the Bidding process? If not, then kindly confirm the amount of fee/ cost of bidding process? Further, in both cases, please also clarify the mode of payment i.e. through Demand Draft or to be paid on KPP portal or NEFT/RTGS. Accordingly, in the case of NEFT/ RTGS, please provide the account details of the Authority.</p>	May Kindly refer Amendment 2.


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concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
IRB Infra	Package 1 & 2	5	RFP	1.3,2.12		We are still in the process of evaluating the RFP documents and may need to request additional time to submit a detailed set of queries. Further, considering the nature and magnitude of the Project, including the need to identify a suitable JV partner and execute the MoU, as the case may be, we would require additional time to thoroughly review the information and responses to the queries once received. We respectfully request the Authority to kindly share the pending information/clarifications at the earliest and to consider extending the bid due date by at least 30 days beyond the date of receipt of the said information/clarifications, to enable a comprehensive and competitive submission. We look forward to your kind consideration. Kindly confirm.	May Kindly Refer Amendment-1.
IRB Infra	Package 1 & 2	6	RFP	1.3	Date and Time of Pre-Bid Meeting, Under the Chairmanship of Director (Technical), B-SMILE 04.08.2025 at 12:00 Hours 2nd Floor, BSWML Board Room, No.30/1, UNI Building, Thimmaiah Road, Bengaluru-560051 and Online.	Kindly share the link for the upcoming virtual meeting to enable participation.	Link Shared.
IRB Infra	Package 1 & 2	7	DCA	2.1 (d)	Scope of the Project (d) finalization of design of the Project Tunnel in consultation with respective stakeholders of the future development projects as clarified in Competing Road and Additional Tollway. Additional Tollway - Deleted Competing Road - Deleted	It is essential that the provisions concerning the Competing Road and Additional Tollway are retained in their entirety to safeguard the commercial viability of the Project. These provisions are critical to ensure that no alternate route or mode of transport is planned or developed parallel to this Project, which could potentially divert traffic and revenue.	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	8	DCA	4.1.2, 10.3.2	Right of Way	Kindly Confirm the ROW.	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	9	DCA	4.1.2	d) procured approval of the Railway authorities in.....	Kindly clarify and confirm if any approval of Railway authorities is required/ involved in this Project?	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	10	DCA	27	We understand that GNSS/ANPR based tolling mechanism is proposed for the Project.	Please note that GNSS tolling is not getting developed. While ANPR based tolling is getting developed, it will involve issuance of challan for non-paying users and will need support from state RTO for collection. Pls clarify if state RTO will support in collection of payment for these unpaid challans. Pls also clarify who will bear the transaction charges for the Fastag.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
IRB Infra	Package 1 & 2	11	DCA	27.1.1,48.1	<p>Clause 27.1.1</p> <p>On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and in supersession of the Karnataka Private Investment Project (Road toll or user fee determination of rates and collection) notification 2009 was published as required by sub-section (1) of section 72 of the Karnataka Highways Act, 1964 (Karnataka Act 44 of 1964) in notification No. PWD 06 EAP 2012 P3, dated 26th August, 2013, published in Part IV A of the Karnataka Gazette (Extraordinary) No. 1094 dated 27th August, 2013, inviting objections or suggestions from all the persons likely to be affected thereby, and notice was given that the said draft will be taken into consideration after thirty days from the date of its publication in the Official Gazette and its subsequent amendments up to the Bid Due Date (the "Fee Rules");</p> <p>Clause 48.1</p> <p>"Fee Rules" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008 read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide Notification No. G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide Notification No. G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2011 issued vide Notification No. G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide Notification No. G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and</p>	The definition of "Fee Rules" are different under these clauses, Please confirm which one would be applicable?	May Kindly refer Amendment 2.
IRB Infra	Package 1 & 2	12	DCA	47.3	State Support Agreement	Project of this magnitude on PPP Mode will require the Support and/or comfort letter from the State Government of Karnataka for achieving the financial closure. We request you to consider the same and provide a draft of the same.	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	13	DCA	5.1.4(k), 10.8, 12.1(d) & Schedule B	Disposal of excavated material	We understand that Concessionaire shall be responsible for disposal of excavated material. We request the authority to identify and finalize the locations for such disposal and provide details of the same to evaluate disposal cost.	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	14	DCA	Sch. R	Fee Notification	Please provide the Fee Notification for the Project. As per the recent amendment by the Ministry of Road Transport and Highways (MoRTH) in 2025, the equivalent tolling length for structures like bridges, tunnels, and elevated roads has been capped at five times the actual length of the structure. We understand that it is currently proposed to toll structures/ tunnel at ten times the equivalent length, which may result in significantly higher user fee rates. This approach could lead to several challenges such as resistance by the users, reduction in traffic, etc.	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	15	DCA	General	Land Acquisitions	Kindly confirm the status of land acquisition, if applicable	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	16	DCA	4.1.2	(e) procured all Applicable Permits relating to environmental protection and conservation of the Site; The Project is exempt from Environmental Clearance as per the document produced in Schedule A Annex-iv).	Kindly confirm the status of Applicable Permits relating to environmental protection and conservation of the Site? Kindly confirm the status of Forest Clearance and/or any other Statutory clearance from the Government Instrumentalities	Tender Conditions Prevail.
IRB Infra	Package 1 & 2	17	DCA	24.1	<p>Financial Close</p> <p>24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] days, subject to payment of Damages to the Authority.....</p>	Considering the scale and complexity of the Project, we respectfully request that the stipulated period of 180 days for achieving Financial Close be revised to at least 240 days. This extension would provide adequate time to address the financial structuring, due diligence, and stakeholder coordination required for a project of this magnitude. Kindly confirm.	Tender Conditions Prevail.

concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
IRB Infra	Package 1 & 2	18	DCA	12.7	Construction of service roads by the Authority	Given that this is a specialized tunnel project, we seek clarification on how the Authority intends to plan and construct the service road without compromising the commercial and operational viability of the main corridor.	Tender Conditions Prevail.

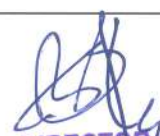

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L&T


concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	1	RFP	2.1	2.1 General Terms of Bidding 2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.	Bidder requests to return/ refund the Bid Security within 28 days from the Bid Due date.	Tender Conditions Prevail.
L&T	Package 1	2	DCA	1.4	1.4 Priority of agreements, clauses and schedules 1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order: (a) this Agreement; and (b) all other agreements and documents forming part hereof or referred to herein; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.	Bidder requests to include b) the Concessionaires Pre-Bid proposals after the (a) of this Agreement;	Tender Conditions Prevail.
L&T	Package 1	3	DCA	4.3	4.3 Damages for delay by the Concessionaire In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security. Provided further that such Damages for delay by the Concessionaire for non-fulfilment of Conditions Precedent shall be payable within 15 (fifteen) days of achievement of fulfilment of Conditions Precedent.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 1	4	DCA	5.2	5.2 Obligations relating to Project Agreements 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority.	Bidder requests that the decision shall be taken with mutual discussion and agreement by both Parties (Authority & Concessionaire).	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	5	DCA	10.3, 10.3.1, 10.3.1	10.3 Procurement of the Site 10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 50% of the Construction Zone, so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project. The Appendix shall not include more than 50% (fifty per cent) of the remaining parts of the Construction Zone required and necessary for construction of the Project, Further in the event of Financial Close is delayed solely on account of delay in grant of such vacant access and balance Construction Zone, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.	Bidder requests to provide the Extension of Time (EOT) in addition to Cost by Authority such cases.	Tender Conditions Prevail.
L&T	Package 1	6	DCA	10.3.4	10.3 Procurement of the Site 10.3.4 The Authority shall make best efforts to procure and grant, no later than 240 (two hundred forty days) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason beyond 240 days, the works corresponding to RoW in the Appendix not provided shall be deemed to be removed from the Scope of the Project and provisions of Clause 16.6.1 shall apply in case of such works.	Bidder requests to not to remove from the Scope of the Project of such works and also requests to provide the EOT and Cost in case of such delays.	Tender Conditions Prevail.
L&T	Package 1	7	DCA	10.4	10.4 Site to be free from Encumbrances Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.	Bidder requests to provide the fully Encumbrances free site to the Concessionaire. Bidder requests to provide the EOT and Cost in case of Unforeseeable Physical Conditions during the Construction Period.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	8	DCA	12.4.2	12.4 Construction of the Project Tunnel 12.4.2 The Concessionaire shall construct the Project Tunnel in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; Provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	Bidder requests to levy the Delay Damages at the rate of 0.01% of amount of Performance Security for delay of each day for the balance portion of the Milestone Works. Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 1	9	DCA	12.4.3	12.4 Construction of the Project Tunnel 12.4.3 In the event that Project Tunnel is not completed within 270 (two hundred and seventy) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.	Bidder requests to provide the EOT and Cost in such delays on mutual discussion and agreement by the Independent Engineer and both Parties.	Tender Conditions Prevail.
L&T	Package 1	10	DCA	13.4	13.4 Delays during construction Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Project Tunnel is not likely to be achieved by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and submit a revised schedule as provided in accordance with Clause 12.1 (a) for achieving the Project Milestones or Project Completion Date, as the case may be. <u>Further, if the Independent Engineer reports that the progress achieved in any continuous three months is less than 75% as per the revised schedule, the Authority may invoke termination as per Clause 37.1.1 (x) of this Agreement.</u>	Bidder requests to delete the underlined condition.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	11	DCA	14.4.1	14.4 Completion of Punch List items 14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 1	12	DCA	15.2	15.2 Damages for delay Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 1	13	DCA	16.2.2	16.2 Procedure for Change of Scope 16.2.2 [...] (i) For items of works where schedule of rates of concerned circle of state's public works department (NH) prevailing on the date of Change of Scope Order are available, the same shall be applicable for determination of costs. In case of non-availability of schedule of rates for year of the prevailing date, the available schedule of rates shall be applied by updating the same based on yearly WPI. (ii) For item of works not included in schedule of rates as mentioned in sub-para (i) above, the cost shall be derived on the basis of MORTH standard data book and the rates given in applicable schedule of rates failing which the prevailing market rates. For any item in respect of which MORTH standard data book does not provide the requisite details, the Independent Engineer shall determine the rate in accordance with Good Industry Practice. [...] (iv) The design charges shall be considered @ 1% (one per cent) of cost of COS. However, if COS is on net cost basis, the design charges @1% of negative COS shall not be deducted.	Bidder requests to consider the CPWD Schedule of Rate along with MORTH for item of works not included in schedule of rates as mentioned in sub- para (i) above during the Concession Period. Bidder requests to include Over Heads and Profits @ 15% over and above the cost of COS and design charges during the Concession Period.	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	14	DCA	16.3.2	16.3 Payment for Change of Scope 16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.	Bidder requests to delete the aggregate ceiling of 0.25% of Total Project Cost for the Change of Scope Order and all costs arising out of any Change of Scope Order shall be reimbursed by the Authority during the Concession Period.	Tender Conditions Prevail.
L&T	Package 1	15	DCA	17.3.3	17.7 Lane Closure 17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.	Bidder requests to delete this condition	Tender Conditions Prevail.
L&T	Package 1	16	DCA	17.8.1	17.8 Damages for breach of maintenance obligations 17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Notwithstanding anything contained in this agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession.	Bidder requests to delete this condition	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	17	DCA	17.9.1	<p>17.9 Authority's right to take remedial measures</p> <p>17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Tunnel or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.</p>	Bidder requests to discuss and agree mutually by Independent Engineer and both Parties prior to the recovery of the aforesaid Costs from the Concessionaire.	Tender Conditions Prevail.
L&T	Package 1	18	DCA	23.1	<p>23.1 Appointment of Independent Engineer</p> <p>The Authority shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.</p>	Bidder requests to provide the details of Independent Engineer before entering into the Concession Agreement.	Tender Conditions Prevail.


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L&T	Package 1	19	DCA	24.1.1	<p>24.1 Financial Close</p> <p>24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.</p>	Bidder requests to delete this levying of Damages by the Authority.	Tender Conditions Prevail.
L&T	Package 1	20	DCA	28.1.1	<p>28.1 Revenue Shortfall Loan</p> <p>28.1.1 If the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of an Indirect Political Event, a Political Event or an Authority Default, as the case may be, the Authority shall, upon request of the Concessionaire, provide a loan for meeting such shortfall (the "Revenue Shortfall Loan") at an interest rate equal to 2% (two per cent) above the Bank Rate.</p>	Bidder requests to provide the Interest free loan.	Tender Conditions Prevail.
L&T	Package 1	21	DCA	34.3	<p>34.3 Indirect Political Event</p> <p>(b) industry-wide or State-wide strikes or industrial action for a <u>continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;</u></p> <p>(c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for <u>an aggregate period exceeding 7 (seven) days in an Accounting Year;</u></p>	Bidder requests to delete the underlined portion.	Tender Conditions Prevail.


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L&T	Package 1	22	DCA	34.5.2	34.5 Duty to Report Force Majeure Event 34.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.	Bidder requests to increase the Notice period to 14 days.	Tender Conditions Prevail.
L&T	Package 1	23	DCA	34.6.2	34.6 Effect of Force Majeure Event on the Concession 34.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs: (a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or (b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; Provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty-five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.	Bidder requests to provide the Extension of Time (EOT) in a) and b) cases as along with the reasonable period for cure of damages/ losses occurred and shall be discussed and agreed mutually by Independent Engineer and both Parties.	Tender Conditions Prevail.
L&T	Package 1	24	DCA	34.8	34.8 Termination Notice for Force Majeure Event 34.8 Termination Notice for Force Majeure Event If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 34, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;	Bidder requests to reduce the Force Majeure Event within a continuous period to 84 days.	Tender Conditions Prevail.

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L&T	Package 1	25	DCA	36.4	36.4 Substitution of Concessionaire 36.4 Substitution of Concessionaire At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 36.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.	Bidder requests to discuss and agree mutually by Independent Engineer and both Parties prior to the Substitution of the Concessionaire.	Tender Conditions Prevail.
L&T	Package 1	26	DCA	44.2	44.2 Conciliation In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Managing Director B-SMILE in accordance with the procedure set forth in Schedule-S to the Concession Agreement. If either the Authority or the Concessionaire is dissatisfied with any decision of the Managing Director B-SMILE, and/or if the Managing Director B-SMILE is unable to resolve the dispute, either Party may require such Dispute to be referred to the Chairman, B-SMILE to the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [7 (seven)] day period or the Dispute is not amicably settled within [15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may approach the Court of Law in Bengaluru jurisdiction.	Bidder requests to provide the timelines for the stages in mediation/ Conciliation by different personnel.	Tender Conditions Prevail.
L&T	Package 1	27	DCA	--	--	Bidder requests to provide the Bonus/ Incentives of 20% of the Performance Security Value on early completion of COD (Commercial Operation Date).	Tender Conditions Prevail.
L&T	Package 1	28	DCA	--	--	Bidder requests to provide the Suspension Rights by the Concessionaire in cases of: 1) If the Authority fails to commence the payments timely under Project Milestones.	Tender Conditions Prevail.
L&T	Package 1	29	DCA	--	--	Bidder requests to provide the EOT and Cost in case of any change of alignment of the Project.	Tender Conditions Prevail.
L&T	Package 1	30	DCA	3.1.1	3.1.1 (d) The Concession Period, after the COD, may be extended by a maximum of 10 years beyond the estimated 34 years. If, even after this extension of 10 years, the discounted toll revenues remain below the bid TCV, no further extensions shall be allowed.	We seek deletion of this clause. The concession period shall not have any cap. The concession period shall not be terminated till the discounted toll revenue reaches bid TCV.	Tender Conditions Prevail.
L&T	Package 1	31	DCA	--	Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority to the extent of an amount calculated as 1% (one per cent) of the Total Project Cost.	We seek that this extracted clause	Tender Conditions Prevail.

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L&T	Package 1	32	DCA	4.2,4.3,4.4	4.4 Deemed Termination upon Delay Without prejudice to the provisions of Clause 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	we seek that if the concession agreement is terminated due to reasons attributable to the Authority, the Concessionaire shall be entitled to costs for goods ordered and delivered, and any other reasonable costs incurred in expectation of completion, along with reasonable compensation. The Authority must also promptly return the any securities submitted by Concessionaire.	Tender Conditions Prevail.
L&T	Package 1	33	DCA	5.2.2	5.2.2 It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever	We seek deletion of this clause.	Tender Conditions Prevail.
L&T	Package 1	34	DCA	5.2.5	5.2.5the decision of the Authority in this behalf being final, conclusive and binding	We seek that the decision of the authority shall not be final and binding and be subject to dispute resolution mechanism.	Tender Conditions Prevail.
L&T	Package 1	35	DCA	5.3.2	5.3.2 the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire,	We seek that the decision of the authority shall not be final and binding and be subject to dispute resolution mechanism.	Tender Conditions Prevail.
L&T	Package 1	36	DCA	8.1.1, 8.1.5	8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes 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 7.2, 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 Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard. 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.	We seek that if any site or local conditions was not reasonably foreseeable/examinable/practicable for consideration by an experienced contractor/ concessionaire before bid submission (taking account of cost of examination and time for bidding), then the Contractor/concessionaire shall be entitled to due extension of time and costs arising out of such conditions.	Tender Conditions Prevail.

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L&T	Package 1	37	DCA	10.2.4	10.2.4 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever	We request Employer that that the licenses granted shall stand terminated only upon 30 days prior notice.	Tender Conditions Prevail.
L&T	Package 1	38	DCA	10.3.5	10.3.5 provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto.	We seek deletion of this clause. For any delay in receiving right of way, the concessionaire shall have the right to claim EOT and additional cost.	Tender Conditions Prevail.
L&T	Package 1	39	DCA	13.3.1	13.3.1 One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.	We seek reimbursement of full reimbursement of total cost of tests	Tender Conditions Prevail.
L&T	Package 1	40	DCA	12.4.2	12.4.2 The Concessionaire shall construct the Project Tunnel in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved;	We suggest seeking a cap on the damages payable for delay in completing the milestone.	Tender Conditions Prevail.
L&T	Package 1	41	DCA	14.4.1	14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer.	We suggest seeking a cap on the damages payable for delay in completing the milestone.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	42	DCA	16.2, 16.3.1, 16.3.2	16.2 Procedure for Change of Scope 16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.	We request that any change of scope shall be reimbursable from the authority by the Concessionaire.	Tender Conditions Prevail.
L&T	Package 1	43	DCA	17.7.3	17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.	We seek that this shall be applicable only when the re-opening is delayed due to reasons attributable to the Concessionaire	Tender Conditions Prevail.
L&T	Package 1	44	DCA	24.1.1, 24.2.1, 34.6.1,	24.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 34.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 24.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	We seek deletion of the following " and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. "	Tender Conditions Prevail.
L&T	Package 1	45	DCA	35.2	35.2.....but shall not include debt repayment obligations as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof;	We seek deletion of the extracted portion "but shall not include debt repayment obligations as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; "	Tender Conditions Prevail.
L&T	Package 1	46	DCA	36.5.2	36.5.2 Notwithstanding anything to the contrary contained in this greement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.	We seek modification of the clause as "36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default."	Tender Conditions Prevail.

concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	47	DCA		(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Tunnel without the prior written consent of the Authority;	We seek modification of the clause as "(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Tunnel without the prior written consent of the Authority; "	Tender Conditions Prevail.
L&T	Package 1	48	DCA	42.1.1	42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons	We seek modification of the clause as "42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons"	Tender Conditions Prevail.
L&T	Package 1	49	DCA	42.2.1 (c)	(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.	We seek deletion of this sub-clause	Tender Conditions Prevail.
L&T	Package 1	50	DCA	44.2	44.2 either Party may approach the Court of Law in Bengaluru jurisdiction.	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 1	51	DCA	44.3	44.3 Arbitration - Delete	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 1	52	DCA	44.4	44.4 Adjudication by Regulatory Authority or Commission In the event of constitution of a statutory regulatory authority or commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such regulatory authority or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.


concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	53	DCA	47.7	47.7 Liability for review of Documents and Drawings Except to the extent expressly provided in this Agreement: (a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Tunnel nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and (b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above	we seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 1	54	DCA	38.1.1	38.1.1 (d) For avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project Tunnel and shall be assigned to the Authority free of any encumbrance.	We seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 1	55	SCHEDULE -F Annexure I of Schedule F (See Clause 9.1) PERFORMANCE SECURITY	8	8 Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st(first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.	We seek modification of the clause as "8 Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder. "	Tender Conditions Prevail.
L&T	Package 1	56	RFP	1.2.4	1.2.4 The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date	We seek modification of the clause as "The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty eight) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days , and may be extended as may be mutually between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date "	Kindly refer Amendment-2
L&T	Package 1	57	ITB	2.1.8	2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder.	We seek modification of the clause as "2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days , and may be extended as may be mutually agreed between the Authority and the Bidder. "	Tender Conditions Prevail.
L&T	Package 1	58	ITB	2.5.1	2.5 Site visit and verification of information 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for the submission of Bids	We seek that if any site or local conditions was not reasonably foreseeable/examinable/practicable for consideration by an experienced contractor before bid submission (taking account of cost of examination and time for bidding), then the Contractor shall be entitled to due extension of time and costs arising out of such conditions.	Tender Conditions Prevail.
L&T	Package 1	59	ITB	2.20.1	2.20.1 and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.....	We seek modification of the clause as "and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days , and may be extended as may be mutually agreed between the Authority and the Bidder from time to time....."	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	60	APPENDIX - II Bank Guarantee for Bid Security	4	4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.	We seek deletion of claim period. The clause shall be modified as "4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid."	Tender Conditions Prevail.
L&T	Package 1	61	APPENDIX - II Bank Guarantee for Bid Security		13TheBankshallbeliabletopaythesaidamountoranypartthereofonlyiftheAuthorityservesawrittenclaimontheBankinaccordancewithparagraph9hereof,onor before ***** (indicate date falling 180 days after the Bid Due Date).	We seek Modification of the clause as "The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 120 days after the Bid Due Date). "	Tender Conditions Prevail.
L&T	Package 1	62	APPENDIX VI Integrity pact (Refer clause 4.4)	4.4	5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.	We seek that the decision of the Principal shall not be final and binding.	Tender Conditions Prevail.
L&T	Package 1	63	DCA	13.5.4	If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer.	Bidder seeks that it shall be entitled to recovery of costs incurred during such suspension period.	Tender Conditions Prevail.
L&T	Package 1	64	DCA	34.5.2	The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the affected Party knew, or ought reasonably to have known,	We seek that the notice shall be given within 14 days after the Party became aware of such Force Majeure event.	Tender Conditions Prevail.
L&T	Package 1	65	DCA	34.8	If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party.	We seek that if the Force majeure event subsists and affects progress of works for a continuous period of 84 days then either party can issue a notice of termination of the agreement.	Tender Conditions Prevail.
L&T	Package 1	66	SCHEDULE-S (See Clause 31.1.2) ESCROW AGREEMENT	31.12	3.1.1 (b) all funds received by the Concessionaire from its shareholders, in any manner or form;	We seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 1	67			GOOD INDUSTRY PRACTICES	We seek that the term of "Good industry practices" shall be replaced with conditions of the contract as the definition is vague.	Tender Conditions Prevail.
L&T	Package 1	68			Change in cost / price variation	We must seek price escalation in cases of drastic change in quantities, or during the extended contract period caused by Employer's delays. In such cases, please also mention the index to be referred for such price adjustment.	Tender Conditions Prevail.
L&T	Package 1	69			Cap on Damages -till Scheduled completion date	We seek that all the events of delay until scheduled completion date to be clubbed together and a maximum cap to be fixed.	Tender Conditions Prevail.

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L&T	Package 1	70			Cap on Damages -till Transfer Date	We seek that all the events of delay until transfer date to be clubbed together and a maximum cap to be fixed.	Tender Conditions Prevail.
L&T	Package 1	71			Arbitration clause	We seek inclusion of arbitration clause for any dispute under this contract including agreement in the schedules	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 1	72	Volume - V Main Report with Annexure	6,7	6.7	Its found that geotechnical investigation reports (borehole logs, lab test results, geophysical survey data, etc.) are not available in the provided tender documents. Kindly provide the same.	Borehole details uploaded on portal.
L&T	Package 1	73	Volume - V Main Report with Annexure		Figure 134: Typical Cross Section for Cross Passages	In the typical cross-section of the cross passage, the connection between the twin tunnels is shown at a 90-degree angle. For vehicular cross passages, it is understood that a flare angle would be required to facilitate smooth turning and vehicle maneuverability.Please clarify	Tender Conditions Prevail , The cross passage has been proposed according to IRC SP-91. However, the concessionaire shall be responsible for design of tunnel and associated structures.
L&T	Package 1	74	Volume 4-Tender Drawings package -1		Volume 4-Tender Drawings package-1	As per the typical cross passage location layout, only 13 cross passages have been indicated. However, 13 cross passages for vehicular/ pedestrian movement as well as an additional 10 cross passages for substations is mentioned in (clause 1.5.2 Salient Features of Northern Package 1 of Volume - V main Report with annexure) . Request you to kindly confirm the locations of the 10 substation cross passages, as they are currently not reflected in the layout provided.	Tender Conditions Prevail.
L&T	Package 1	75				Please provide details on accessibility and spatial clearance and ROW for executing ground improvement works at the Tunnel Boring Machine (TBM) launching and retrieval shaft locations.	Tender Conditions Prevail.
L&T	Package 1	76	Volume 3A- Technical Schedules to Concession Agreement		Annex-1 (Schedule-B)- Clause: 5	It is noted that the construction methodologies for the main tunnel and entry/exit ramps have been specified in the design documentation, it is our understanding that contractors are permitted to propose alternative construction approaches based on site-specific feasibility and constraints.	Tender Conditions Prevail.
L&T	Package 1	77	Plan & Profile Package-1		Alignment Drawings	The Alignment passes through various high rise buildings. Kindly, share the foundation details of the existing buildings and its details.	The building Condition Survey is in the scope of Concessionaire for getting details of foundation and condition of existing structures.
L&T	Package 1	78	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 1 (Hebbal Service Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/RO; PLAN & PROFILE (ENTRY RAMP-1) (Km.0+000 to Km. 0+341). Kindly, clarify.	Kindly Refer Amendment -2


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L&T	Package 1	79	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 2 (From ORR To Main Tunnel Towards Silk Board/Sarjapur Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-2) (Km.0+000 to Km. 0+814). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	80	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 3 (From Jaya Mahal Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-3) (Km.0+000 to Km. 0+870). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	81	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 4 (From CV Raman Road to Main Tunnel Towards Hebbal) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-4) (Km.0+000 to Km. 1+000). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	82	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 5 (From Main Tunnel to Jaya Mahal Road Towards Jaya Mahal Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (EXIT RAMP-5) (Km.0+000 to Km. 1+106). Kindly, clarify.	Kindly Refer Amendment -2


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	83	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 6 (From Silk Board Towards C V Raman Rd) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01A/R0; PLAN & PROFILE (EXIT RAMP-6) (Km.0+000 to Km. 1+942). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	84	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 7 (From Main Tunnel to ORR Towards ORR (Outer Ring Road)) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01A/R0; PLAN & PROFILE (EXIT RAMP-7) (Km.0+000 to Km. 0+473). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	85	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME-3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 8 (Hebbal Service Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-1 (Design Chainage Km 0+000 to Km 8+748) Centerline Coordinates of Tube-I (LHS) - Approach to TBM Tunnel" is not matching with the Plan & Profile Package-1 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01A/R0; PLAN & PROFILE (EXIT RAMP-8) (Km.0+000 to Km. 0+548). Kindly, clarify.	Kindly Refer Amendment -2
L&T	Package 1	86	General		NA	Kindly provide the Employer's Requirements of outline design specifications, outline construction specifications and Design Basis Report	Tender Conditions Prevail.
L&T	Package 1	87	General		NA	Kindly provide the KMZ file of the proposed alignment. Also provide the drawings in CAD format.	KMZ file of alignment is uploaded on e-portal.
L&T	Package 1	88	General		NA	As per the proposed tender alignment, most of the alignment passing below the buildings. Contractor request Engineer to kindly provide the Existing building details, foundation type and their depth.	Bidders are required to make their own assessment / survey of existing structures in the influence zone of the tunnel.
L&T	Package 1	89	General		NA	Kindly provide the Location of historic/heritage buildings/protected structures along the alignment	Bidders are required to make their own assessment / survey of historic/heritage buildings/protected structures along the alignment.
L&T	Package 1	90	Volume - V main Report with annexure		6.7	Its found that geotechnical investigation reports (borehole logs, lab test results, geophysical survey data, etc.) are not available in the provided tender documents. Kindly provide the same.	Borehole Log data is uploaded on e portal. Bidders are required to make their own assessment.
L&T	Package 1	91	Volume - V main Report with Annexure		Figure 134: Typical Cross Section for Cross Passages	In the typical cross-section of the cross passage, the connection between the twin tunnels is shown at a 90-degree angle. For vehicular cross passages, it is understood that a flare angle would be required to facilitate smooth turning and vehicle maneuverability.Please Clarify	Cross passages are provided in conformity with IRC SP: 91-2019



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L&T	Package 1	92	Volume 4-Tender Drawings package-1		Volume 4-Tender Drawings package-1	As per the typical cross passage location layout, only 13 cross passages have been indicated. However, 13 cross passages for vehicular/pedestrian movement as well as an additional 10 cross passages for substations is mentioned in (clause 1.5.2 Salient Features of Northern Package 1 of Volume - V main Report with annexure) . Request you to kindly confirm the locations of the 10 substation cross passages, as they are currently not reflected in the layout provided.	The location of 10 nos. of Cross passage (used for sub-station) is indicated in drawing no. BBMP-EM-001 of Tender drawing volume-III
L&T	Package 1	93	Volume 3A- Technical Schedules to concession Agreement		Annex-1 (Schedule-B)- Clause: 5	It is noted that the construction methodologies for the main tunnel and entry/exit ramps have been specified in the design documentation, it is our understanding that contractors are permitted to propose alternative construction approaches based on site-specific feasibility and constraints.	Tender Conditions Prevail.
L&T	Package 1	94	Vol 3A _Tech Schedules_Annex II		Dates for Providing Right of Way of Construction Zone	Contractor request Engineer to clarify following a) What is EROW referred? b) Is EROW indicated belongs to one side or both sides? c) Certain stretch of ramps, no ROW is allocated. Kindly provide the boundary of the permanent structure.	Please refer drawing.
L&T	Package 1	95	Vol 3A _Tech Schedules_Annex II		Dates for Providing Right of Way of Construction Zone	It was mentioned in the tables that Influence Zone is 2.5 D from center of each tube for NATM & TBM Tunnels. However, note below the table indicates 2.5D influence from either side of each tube, which is contradictory. Contractor requests Engineer, which to be followed.	Please refer Amendment-2
L&T	Package 1	96	Vol 3A _Tech Schedules_		Dates for Providing Right of Way of Construction Zone	Is Contractor allowed to consider zone of influence based on the excavation depth instead of uniform influence zone of 2.5D for ramp, tunnel and NATM. Kindly Clarify,	Please refer Amendment-2
L&T	Package 1	97	Vol 3A _Tech Schedules - Annex I Volume - 4_Tender Drawings Package 2	1.1	1.1 The significant parameters of the scope of the work involved in the contract are mentioned below GA drawing for Electrical cross passage	In Section 1.1 of Vol 3A indicates 10 cross passage, where in volume 4 (drawings) indicates 9 electrical cross passage. Kindly clarify the discrepancy	The location of 10 nos. of Cross passage (used for sub-station) is indicated in drawing no. BBMP-EM-001 of Tender drawing volume-III
L&T	Package 1	98	Vol 3A _Tech Schedules - Annex I	1.1	1.10 Ventilation Shafts	Kindly provide the locations of ventilation shafts along the TBM and NATM alignment and their typical cross sections.	Tender Conditions Prevail.
L&T	Package 1	99	Vol 3A _Tech Schedules - Annex I		5. Typical Cross Sections (TCS) of the Project Tunnel	For NATM only one typical cross section (TCS-5) is provided in the table. However as per tender drawings Vol 4, different NATM typical Sections with regular cross section, arch invert, intersection of main tunnel with E/Es. Kindly specify the locations of these cross sections along the tunnel alignment and update the corresponding lengths in the table.	Tender Conditions Prevail.
L&T	Package 1	100	Vol 3A _Tech Schedules - Annex I	7.1	7.1. Intermodal Hubs at Shaft Location:	It is specified that all shaft locations to be developed as 5 level intermodal hubs. Kindly provide structural drawings for the same.	Tender Conditions Prevail.
L&T	Package 1	101	Vol 3A _Tech Schedules_Schedule - D Section 1& Vol 5 - DPR - Chapter 11: Codes and References	1.6	1.6 Codes and Standards	Kindly specify the order of precedence of codes.	Tender Conditions Prevail.

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L&T	Package 1	102	Vol 3A_Tech Schedules Schedule D Section 3 Tunnels	3.2.5	3.2.5 Loading Conditions d)iii)	It is specified that," a minimum load based on a dead and live load of 50 kPa (up to 2 storey)/110kPa (3 to 7 storey) at the foundations shall be used. Contractor request engineer to provide per floor increase load instead of having uniform load of 110kPa for 3 to 7 storey building.	Tender Conditions Prevail.
L&T	Package 1	103	Vol 3A_Tech Schedules_Section 3 - TBM TUNNELS	3.2.5	3.2.5.vi.) Hydrostatic Pressures	Kindly specify the design ground water table levels for design during service stage and construction stage. Also explain what is the definition of vi. a.normal condition of hydrostatic pressure.	Tender Conditions Prevail.
L&T	Package 1	104	Vol 3A_Tech Schedules_Section 3 - TBM TUNNELS	3.2.5	3.2.5.vi.) Hydrostatic Pressures	Contractor understand HFL indicated refers to maximum ground water level. Is Contractor understand correct.	the Clause 3.2.5 (vi) and clause 4.6.1 shall mean as follows Hydrostatic pressure, ignoring pore pressure relief arising from any seepage into the tunnel. For derivation of hydrostatic pressure, the maximum groundwater level shall be taken as the 1 in 20 year return period water level or actual water level at the time of construction whichever is the higher, plus a 1.5m allowance. The minimum groundwater level shall be taken as the lowest recorded value minus 3m.
L&T	Package 1	105	Vol 3A_Tech Schedules_Section 3 - TBM TUNNELS	3.2.19	3.2.19 Ground Movements	Contractor request Engineer to specify the allowable limits of ground movement.	For the sake of clarity please note detailed design shall cover the risk assessment and there shall be no damage to adjacent BCS due to construction impact. Also please refer clause 3.4 of the same document.
L&T	Package 1	106	Vol 3A_Tech Schedules_Section 3 - TBM TUNNELS & Section 4 NATM Tunnels	3.2.5	3.2. 5 Loading Conditions vi. Hydrostatic Pressures & 4.6 Design Loads (8) (vi) Hydrostatic pressure,	Hydrostatic Pressure conditions: As per clause 3.2.5, One metre above 20-year Flood level or 1.5m above known HFL and as per per clause 4.6, 1 in 50 year return period + 1.0 m allowance for sea water rise. Kindly clarify the discrepancy.	the Clause 3.2.5 (vi) and clause 4.6.1 shall mean as follows Hydrostatic pressure, ignoring pore pressure relief arising from any seepage into the tunnel. For derivation of hydrostatic pressure, the maximum groundwater level shall be taken as the 1 in 20 year return period water level or actual water level at the time of construction whichever is the higher, plus a 1.5m allowance. The minimum groundwater level shall be taken as the lowest recorded value minus 3m.
L&T	Package 1	107	VOL_5_DPR	1.6.9	1.6.9. Geotechnical & Geophysical Investigation	As specified kindly share the prefinal geotechnical interpretative report. (Volume III Pre-final GIR)	Tender Conditions Prevail.


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L&T	Package 1	108	Volume - 4_Tender Drawings Package 2		Typical Cross Section for Cross Passages	In the typical cross-section of the cross passage, the connection between the twin tunnels is shown at a 90-degree angle. For vehicular cross passages, it is understood that a flare angle would be required to facilitate smooth turning and vehicle maneuverability. Please clarify	Tender Conditions Prevail.
L&T	Package 1	109	Vol 5 - main Report with annexure	1.7.3	1.7.3 Typical Cross Section and TCS Schedule	Is contractor permitted to propose alternative construction approaches based on site-specific feasibility and constraints.	No Concessionaire is not permitted to Change TBM tunneling with NATM or cut and cover or NATM with cut and cover or cut and cover with NATM.
L&T	Package 1	110	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	4.11.8.1	4.11.8.1 Waterproofing Membrane	"In order to arrive at a projected tunnel service life of 100 years, the design life of the water proofing membrane shall be equivalent to tunnel design life." - The Design Life of 100 years for water proofing membrane shall be reduced as the manufacturer recommendations and the material performance cannot extend to 100 years. Kindly, reduce the requirement to 10 years.	Tender Conditions Prevail.
L&T	Package 1	111	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	5	5 Existing Indian Railways and K-Rides; 6 Minor Bridges	As the Alignment passes below the Railways, K-Rides and Minor Bridges. The As-built detail and drawings of the above-mentioned items are required for better planning and assumptions to be considered for costing by the Bidder.	Tender Conditions Prevail., The plan and profile shows the location and disposition of the infringing structures, suitable assumptions shall be made by the bidder.
L&T	Package 1	112	General		NA	Please furnish the details of Charted and Un-Charted Utility details.	Tender Conditions Prevail.
L&T	Package 1	113	General		NA	It is understood by the Bidder that Noise and Vibration Study is already conducted by the Client for the proposed Alignment and the scope of N&V study during construction and Operational stage is not under the Scope of Contractor	Noise and Vibration study and monitoring shall be done by the concessionaire during construction stage and operation stage
L&T	Package 1	114	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	3.2.14	3.2.14 Underpinning of Existing Structures	"Cost of design and provision of any support/strengthening of such structures will be deemed as included in the Concessionaire's Price." - As the details of affected buildings with in the influence zone of project alignment is not available for the bidder. It is not possible to estimate the cost or any provision in Pricing. We request Employer to provide cost and time compensation.	Tender Conditions Prevail.
L&T	Package 1	115	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	3.4	3.4 EBS Protection	"(5) The Groundwater drawdown (a drop of water table during dewatering/construction) outside the excavation/adjacent to works, shall be controlled such that the water table doesn't get lowered by more than one metre below the lowest recorded groundwater table (the lowest recorded groundwater table shall be considered as the lowest level of groundwater table as recorded by the Concessionaire prior to the construction). For ensuring this the Concessionaire shall provide recharging well system, if required ." - As per the Bidder's experience in various UG projects. The ground water drawdown outside the excavation/adjacent to works, can be lowered by two meters below the lowest recorded groundwater table. Kindly, consider.	Tender Conditions Prevail.


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L&T	Package 1	116	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	5	5. Codal Provisions and Technical Guidelines	"Standard/Guideline Description NFPA 502 Fire Protection Standards for Road Tunnels & NBC 2016 Indian Building Code on Fire Safety" - As per the Standard/Guideline both NFPA 502 and NBC 2016 is recommended for fire safety in the document. The bidder request to recommend any one of the above standards to avoid contardictory during detail design stage.	Indian standard i.e. NBC 2016 shall remain the first reference.
L&T	Package 1	117	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A	3.2.3, 4.5	3.2.3 Design Method & 4.5 Tunnel Design Requirements	"The design Fire Resistance Period shall be 4 hours." - Bidder understand that the 4 hours fire resistance period is applicable only for Primary and Load Bearing structures and not for Secondary or Non-Load Bearing Structures. Kindly, Clarify.	Tender Conditions Prevail, clause is self explanatory.
L&T	Package 1	118	General			Kindly provide AutoCAD drawings of the tunnel alignment, including horizontal and vertical profiles, to ensure accurate understanding of the proposed layout.	KMZ file of alignment is uploaded on e-portal.
L&T	Package 1	119	General			Request details and drawings of any existing metro lines, bridges, flyovers, or other major civil structures that intersect or run adjacent to the proposed tunnel alignment.	Tender Conditions Prevail., The plan and profile shows the location and disposition of the infringing structures, suitable assumptions shall be made by the bidder.
L&T	Package 1	120	General			Please provide information and mapping of any known underground obstructions such as old tunnels, foundations, piles, utilities, or sub-surface structures that may impact tunneling operations.	Tender Conditions Prevail.
L&T	Package 1	121	General		TBM	Please clarify if there is a mandatory requirement regarding the minimum number of TBMs to be deployed for the project.	Yes 4 number of TBMs for each package
L&T	Package 1	122	General		GIR	Kindly share the geotechnical investigation reports (GIR), borehole logs, and sub-soil profiles along the tunnel and ramp stretches, including relevant soil and rock parameters.	Borehole Log data is uploaded on e portal.
L&T	Package 1	123	General		Utilities	Kindly provide the existing utilities details and drawings for entire alignment. Are there any existing underground utilities that need relocation?	All obstructing utilities shall be shifted by Concessionaire on CoS basis as per Cl. 11.2 of Concession Agreement
L&T	Package 1	124	General		Work area	Request for work area drawings at proposed TBM launch and retrieval shaft locations to facilitate planning for site establishment and shaft construction.	No Additional area beyond ROW will be provided by the employer, Any additional land required at site to be arranged by the concessionaire
L&T	Package 1	125	General			Please confirm if the Concessionaire has the flexibility to optimize or propose the TBM path, changes in the alignment during the construction.	No Change shall be made to Alignment. Tender Conditions Prevail.
L&T	Package 1	126	General			Kindly provide the work area drawings for entry/exit ramp portions.	No Additional area beyond ROW will be provided by the employer, Any additional land required at site to be arranged by the concessionaire
L&T	Package 1	127	General			Kindly provide the locations and areas for casting yard, stacking yard and muck dumping yard.	Tender Conditions Prevail.

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L&T	Package 1	128	General			Please confirm if the entire required work area will be handed over from the date of contract award.	The land for ROW shall be provided by Authority as per Schedule A Annexure II.
L&T	Package 1	129	General			Kindly provide the KMZ/KML file for the tunnel and ramp alignment to facilitate geo-referencing.	KMZ file of alignment is uploaded on e-portal.
L&T	Package 1	130	General			Kindly indicate if there are any restrictions on blasting activities (e.g., limited to non-peak hours) for NATM tunnel sections.	All restrictions by urban bodies and law enforcing Govt agencies shall be applicable as per prevalent law.
L&T	Package 1	131	General		NATM	Request for detailed structural drawings showing the interface and connection between the NATM ramp and the main tunnel alignment.	Refer drawing number - RCS 404; Concessionaire shall do the detailed design further.
L&T	Package 1	132	General	Traffic	Traffic management	Kindly specify the minimum number of traffic lanes to be maintained during construction in urban areas.	Tender Conditions Prevail.
L&T	Package 1	133	General			Request for key dates and milestone events such as TBM launch, breakthrough, NATM commencement, shaft readiness, etc., if predefined.	Construction programme following the milestones as per bid documents shall be prepared by the submitted Concessionaire for approval of Independent engineer.
L&T	Package 1	134	General			Request for the existing building condition survey report for all structures lying above or adjacent to the tunnel alignment, to assess potential impact and plan instrumentation/monitoring.	Bidders are required to make their own assessment / survey of existing structures in the influence zone of the tunnel.
L&T	Package 1	135	Drawings - Nala crossing at Chainage 0+288 for Entry Ramp 2		[image]	kindly clarify where to divert the existing nala during the construction of cut & cover box for ramp 2	The Nala diversion scheme has been provided in tender drawing volume-III, GADs of structure
L&T	Package 1	136	Drawings - Nala diversion at Hebbal		[image]	Kindly provide the traffic diversion proposal during the construction of the cut & cover box and nala diversion box at this intersection	The Concessionaire has to make proposal for traffic diversion plan during construction of Cut & Cover box and Nala diversion box.
L&T	Package 1	137	Drawings - Entry Ramp 2 at Hebbal		[image]	Proposed Entry Ramp 2 cut & cover portion is clashing with existing Metro piers. Please clarify.	The alignment of entry ramp 2 has been discussed with BMRL and BMRL has realigned the Pier location (by increasing the span) to accommodate the Cut & Cover Section. The NOC has been received from BMRL
L&T	Package 1	138	Volume -3A	7.2	7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per specification, 33kV GIS substation shall be constructed at the tunnel portal by the client. Bidder understands that the 33kV substation building will be constructed by Client and handed over to the Bidder. Kindly confirm.	Kindly Refer Amendment -2, Substations for power supply shall be provided by Concessionaire.
L&T	Package 1	139	Volume -3A	7.2	7.2 Technical Specifications, 7.2.1 33kV System, 1. General	Bidder understands that scope starts from the termination of 33kv cable at the Switchgear. Kindly confirm. 33kV cables from (110kV/33kV Grid station) power supply service provider to till 33kV panel (shall be in the scope of client. Kindly confirm If the cable is in Bidder's scope, kindly provide the length of cable required for each 33kV substation (VS-1, VS-2, VS-3, VS-4 & VS-5.)	Tender Conditions Prevail.

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L&T	Package 1	140	VOLUME-4 Drawing	Main	Main Electrical Schematic (BBMP-EM-002)	As per the specifications, the 33 kV GIS substations at the tunnel portals are to be constructed by the client. The bidder understands that these substations will be located at VS-1, VS-2, VS-3, VS-4 and VS-5. Kindly confirm and provide relevant drawings.	Kindly Refer Amendment -2, Substations for power supply shall be provided by Concessionaire.
L&T	Package 1	141	VOLUME-4 Drawing		1. MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION2. MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION	Bidder understands that all substations located in the cross passages shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION" (Page 113 of 149), and that substations located in the vertical shafts and near the entry and exit ramps shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION" (Page 114 of 149). Kindly confirm.	Tender Conditions Prevail.
L&T	Package 1	142	Volume -3A	7.2	7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per the specifications, two incoming feeders from the SEB shall be provided for each substation; however, the Main Electrical Schematic (BBMP-EM-002) shows only one 33kV line per substation. Kindly clarify this discrepancy.	Tender Conditions Prevail.
L&T	Package 1	143	Volume -3A	7.2	7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per the specifications, there shall be two outgoings to 33/11kV transformers for each substation. However, the Main Electrical Schematic (BBMP-EM-002) indicates only one outgoing feeder to a 33/11kV transformer per substation. Kindly clarify this discrepancy.	Tender Conditions Prevail.
L&T	Package 1	144	Volume -3A	7.2.4	7.2.4 Diesel Generator Sets	1. As per the specification, 2000 kVA, 11 kV diesel generator sets are to be provided along with associated accessories including a Neutral Grounding Resistor Panel. However, the NGR panel is not shown in the Main Electrical Schematic (BBMP-EM-002), kindly clarify. 2. Kindly provide the operation philosophy of diesel generators. 3. The DG load is shown to be the same as the transformer load, and it is understood that 100% DG backup is considered in the design. Kindly clarify whether this requirement can be revisited or optimized during the detailed design stage, based on critical load assessment.	Tender Conditions Prevail.
L&T	Package 1	145	Volume -3A	8	8. Distribution Cabinets - Jet Fans	As per specification, jet fans are to be fed through reversible soft starter panels. However, the Main Electrical Schematic (BBMP-EM-002) shows the jet fans being fed through VFDs. Kindly confirm VFD or soft starter.	Tender Conditions Prevail.
L&T	Package 1	146	Volume -3A	7.2	7.2 Technical Specifications, 7.2.1 33kV System, 1. General	The specification uses the terms "33 kV GIS substation" and "33/11 kV grid substation" interchangeably. We understand that both refer to the same substation, which includes step-down transformation from 33 kV to 11 kV. Kindly confirm that this interpretation is correct.	Tender Conditions Prevail.
L&T	Package 1	147	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	1. The schematic does not indicate loads for parking spaces, charging stations and retail areas; kindly clarify whether supply to these loads are within the contractor's scope, and if so, confirm whether a separate substation/transformer is to be provided, along with the respective load details for design consideration. 2. Kindly clarify whether any electrical loads are to be considered within the utility tunnels, and if so, kindly provide the load details.	Tender Conditions Prevail.

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L&T	Package 1	148	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	Loads for drainage pumps and elevators are not shown in the schematic, kindly clarify	Tender Conditions Prevail.
L&T	Package 1	149	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	Kindly clarify the working philosophy of the transformers. As per the drawings, one transformer is shown as working and the other as standby. kindly confirm whether both transformers are intended to be loaded at 50% each (in parallel) to allow seamless load transfer without interruption.	Tender Conditions Prevail.
L&T	Package 1	150	Volume-4 Drawings Package 2 Signed		Main Electrical Schematic (BBMP-EM-002)	1. 630 A breakers considered for the 10 MVA transformers appear to be underrated, kindly confirm whether these breaker ratings are indicative only and if they can be appropriately upsized during detailed design to meet actual load and fault level requirements. 2. Kindly clarify whether the equipment ratings indicated in the drawings are to be considered mandatory or minimum, and whether these ratings may be optimized during detailed design provided all requirements are met.	Tender Conditions Prevail.
L&T	Package 1	151	Volume-4 Drawings Package 2 Signed		Regular Cross section	Kindly clarify whether the 33kV, 11 kV and 415 V power cables are to be routed through the utility trench within the tunnel.	Yes.
L&T	Package 1	152	Volume-4 Drawings Package 2 Signed		Main Tunnel Lighting Layout	1. Kindly specify the required lux levels to be achieved inside the tunnels and at the entry/exit ramps. 2. Kindly clarify the interval spacing at which maintenance sockets are to be considered inside the tunnels.	Tender Conditions Prevail.
L&T	Package 1	153	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria	8.1.3	8.1.3. Tunnel ventilation during fire inside the tunnel	As per clause 8.1.3, the design HRR is 30 MW, however in the same page (Pg 464) it is also mentioned as 50 MW. Bidder understands that the design fire load is 50 MW. Employer to kindly confirm on the fire HRR to be considered for TVS Design.	The clause 8.1.3 is self explanatory.
L&T	Package 1	154	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria	8.1.5	8.1.5. Ventilation system types - (b)	It is mentioned by Employer that "Appropriate jet fans shall be installed inside the duct above the vehicular tunnel areas and inside the shafts located at portals". Bidder understands that the reason for providing Jet fans inside the supply & exhaust duct of main TBM is because of the Ventilation fans (Supply & Smoke Exhaust) in the Ventilation stations is having limitation in ESP (External Static Pressure) to pump the required flow to the 3700 m Tunnel end. Employer to kindly confirm on the understanding	Yes
L&T	Package 1	155	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria	Design	Design Criteria	It is mentioned by Employer that "The main tunnel ventilation equipment is required to handle hot smoke during a fire emergency and shall be rated for 400 deg C for 2 hours" The fire rating of Jet fans is 250 degC for 2 hrs and the fire rating of TVS Axial fans are 400 degC for 2 hrs. Employer to kindly confirm on the fire rating for both axial fan and Jet Fan corresponding to the design fire load (30 MW / 50 MW).	The fire rating is 250 degC only for both types of fans


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	156	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria	8.1.5.	8.1.5. Ventilation system types - 9. Fan positioning	It is mentioned by Employer that "Traditional jet fans shall be positioned at every 115 m." Bidder understands that, 1. The capacity of all jet Fans shall be 90000 cmh and static pressure as 500 Pa. Kindly clarify whether this requirement can be revisited or optimized during the detailed design stage, based on ventilation requirement. 2. 90000 cmh and 500 Pa ESP will be placed every 115 m throughout the tunnel length (inside the Supply & Exhaust Duct) of TBM. 3. 90000 cmh and 500 Pa ESP will be placed every 115 m throughout the tunnel length of C&C and NATM inlet & exit ramps. Employer to kindly confirm	1) No, it is not recommended to revisit the fan requirements as it is carried out considering the fire scenario. The only possible thing is to control the flow rate of the fans by using variable speed drives based on ventilation requirement. 2) Yes, it is correct as mentioned
L&T	Package 1	157	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria	8.1.5	8.1.5. Ventilation system types - 2. Duct and damper dimensions	It is mentioned by Employer that "The fresh air injection sizing shall be based on the fresh air supply. The fresh air openings of size 2.4 m ² shall be provided for each 115 m distance. The typical extractor sizing shall be 60% more than the fresh air vent sizing (4 m ²)." Bidder understands that Exhaust Air opening will be 4 m ² provided at every 115 m of the Tunnel length as well. Kindly confirm. [image]	Yes, it is correct, the exhaust air opening is larger than fresh air opening. This size is only used during fire scenario. During normal operation, the size of the the exhaust air opening is maintained same as fresh air opening by using damper
L&T	Package 1	158	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria		Design Criteria	It is mentioned by Employer that "Based on present traffic volumes the HGV percentage is likely to be less than 5% of overall traffic volume." Employer to kindly share the Traffic Volume (AADT) considered for design	Only PCU are allowed in the tunnel. The ventilation design is carried out for 100 % PCU units and for the maximum emission scenario (50 kmph). The number of vehicles considered for each tunnel section are mentioned in table 16 of the DPR document.
L&T	Package 1	159	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS -Design Criteria		General	Employer to kindly share the fire zoning length in which smoke has to be contained	Maximum 200 m from fire source in one direction.
L&T	Package 1	160	Volume-4-tender drawings PACKAGE-1	TUNNEL	TUNNEL LINE DIAGRAM RC/1640/HO/HBT/TU/DWGD/01/R0 RC/1640/HO/HBT/TU/DWGD/02/R0 RC/1640/HO/HBT/TU/DWGD/03/R0	Bidder understands that; 1. There are total 5 numbers of Ventilation station. 2. Each Ventilation station houses a set of Supply Fan (1W + 1S) and a set (1W + 1S) of Exhaust Fan. 3. Size of one fan station is 100m x 50m Employer to kindly confirm	Yes
L&T	Package 1	161	Volume 4 Drawings		MAIN TUNNEL LAYOUT OF 11/433KV. SUB-STATION MAIN TUNNEL LAYOUT OF 11/.433KV. NITCH SUBSTATION 33KV.SUB-STATION BUILDINGVENTILATION SUB-STATIONLAYOUT -1,2,3,4 & 5 DG.BUILDING TYPE- 1&2 VENTILATION SUB-STATIONLAYOUT -1,2,3,4 & 5	The shaft GA in Appendix B VI has no space for housing TVS Axial Supply & Axial Exhaust Fans and related E&M services. 1. Employer to kindly share the TVS layout at the shaft location. 2. Employer to kindly share the Ventilation & Air Conditioning layout at the shaft location for Lobby, Retail, Carpark and Platform.	Specification of the Hose pipes, 100 mm diameter, PVC material, 23 kgf/cm ² pressure. These are available at every 45 m
L&T	Package 1	162	General			Employer to kindly share the CAD drawing of Tunnel Alignments (Plan & Profile) for working of tunnel ventilation system design.	The 100 mm pipe size is proposed to handle water pressure of 23 kgf/cm ² effectively: However it is possible to revisit the the sizing during detailed design stage.

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L&T	Package 1	163	Volume - V main Report with annexure	1.7.1, 1.7	1.7.10 Ventilation	It is mentioned that "Details of design of Tunnel Ventilation system is provided in Volume II-D." Employer to kindly share Volume II-D for better understanding of TVS design	Yes, all the equipments are UL/FM approved. Bidder shall ensure the same with other specifications proposed
L&T	Package 1	164	Volume 4 Tender drawings Package 1 (RC/1640/HO/H BT/TU/DWGD/0 1/R0, RC/1640/HO/HB T/TU/D(RC/1640 /HO/HBT/TU/D WGD/01/R0, RC/1640/HO/HB T/TU/DWGD/ R0)	Package 1 (RC/1640/HO/H BT/TU/DWGD/0 1/R0, RC/1640/HO/HB T/TU/D(RC/1640 /HO/HBT/TU/D WGD/01/R0, RC/1640/HO/HB T/TU/DWGD/	-	As per the referred firefighting system layouts, bidder understands that the total number of fire water pump houses is "two" for package 1 i.e., at one number at each of the TBM launching shaft of package 1. Kindly confirm our understanding.	Yes, there are 2 water pump houses for package 1, as it involves 2 shafts.
L&T	Package 1	165	Volume 3A	8.2.7	8.2.7 Fire Pumps	As per Clause 8.2.7, the specified fire pump head is 350m (~35 bar), whereas hydrants and accessories are rated for a maximum of 21 bar as per IS standards (IS 5290, IS 904, IS 903, IS 884). Market-available valves are typically rated up to 21 bar. We understand that the pump head is indicative, and the actual head will be designed to meet the minimum pressure requirement of 3.5 bar at the hydraulically remotest point. Kindly confirm.	Yes please
L&T	Package 1	166	Volume 3A	8.2.3	8.2.3 Fire Hydrants	Kindly provide clarification regarding the specification and quantity of 2½-inch fire hoses required for connection to the landing valves.	Specification of the Hose pipes, 100 mm diameter, PVC material, 23 kgf/cm ² pressure. These are available at every 45 m
L&T	Package 1	167	Volume 3A	8.2.4	8.2.4 Hose Connections	Bidder understands that this hose is first-aid hose reel. As per referred clause, diameter of the hose shall be 100 mm. However, as per IS 884, diameter of the first aid hose shall be 25 mm. Kindly clarify.	The 100 mm pipe size is proposed to handle water pressure of 23 kgf/cm ² effectively. However it is possible to revisit the the sizing during detailed design stage.
L&T	Package 1	168	Volume 3A	8.2.7	8.2.7 Fire Pumps	The UL/FM approved fire water pumps, Valves/specialties are considered for this project. Kindly confirm.	Yes, all the equipments are UL/FM approved. Bidder shall ensure the same with other specifications proposed
L&T	Package 1	169	Volume 3A	8.2	8.2 Firefighting equipment	Bidder understands that clean agent system for electric/electronic hazard related rooms is required as per NBC/IS standards. Kindly confirm.	lean agent system with Novec 1230 agent is recommended for the electrical system. However, the concessionair can decide on the other options available during detailed design stage
L&T	Package 1	170	Volume 3A	6. Technical Requirements	6. Technical Requirements of the Diesel Engine and Auxiliary System	The technical specification for number of hours of operation to be considered for sizing the bulk oil tank is not available in the tender specifications. Please provide the same to arrive at the tank capacity.	Tender Conditions Prevail.
L&T	Package 1	171	Volume 3A		-	The technical specifications for passenger lift, car lift, escalators are not available in the tender documents. Kindly provide the same.	The conceptual floor plan is given in the tender drawing. However, bidder has to plan/ self assessment for the said activity.
L&T	Package 1	172	Volume 3A	8.2	8.2 Firefighting equipment	As the Indian OEMs are not complying the EN standards and EN complied components are not compatible with Fire Tenderer Equipment, Kindly provide acceptance to follow with IS standards (IS 5290, IS 636, IS 884 etc.,) instead of EN standards.	It is accepted to have IS standrad equipments with the same specifications as mentoned. Bidder shall follow the compatible norms.

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L&T	Package 1	173	VOLUME-5 DPR		General	Kindly provide the occupants details (including Visitors) in control building & substation. The occupants detail are required to design the water tank capacity.	These shall be done at detailed design stage .
L&T	Package 1	174	VOLUME-5 DPR		General	Kindly provide confirmation on the whether water requirement is applicable to all substation.	Yes.
L&T	Package 1	175			General	Kindly confirm on municipal water supply will be available with 2.5 bar pressure nearby control building & substation. The bidder assume that the municipal water will be potable. Kindly confirm	Bidder has to do self assessment.
L&T	Package 1	176	VOLUME-5 DPR		General	Bidder needs confirmation on the requirements of hot water supply system in control building & substation.	Bidder has to do self assessment.
L&T	Package 1	177	Volume 3A		Clause 6.1 Drainage system of Tunnel	Bidder request to provide technical specification for water supply, seepage water, sewage systems.	Bidder has to do self assessment.
L&T	Package 1	178	VOLUME-4		General	Please provide co-ordinates or location of take -off point for water supply	Bidder has to do self assessment.
L&T	Package 1	179	VOLUME-4		General	Bidder request to provide external tie in connection (coordinate) of Existing Storm and Sewage system	Bidder has to do self assessment.
L&T	Package 1	180	VOLUME-5 DPR		General	Bidder needs confirmation on the selection of working of number of hydrant (whether discharge from 2 or 3 hydrants) during firefighting event in the design of tunnel drainage sump.	Bidder has to do self assessment.
L&T	Package 1	181	VOLUME-4		General	Bidder request to provide Floor plan details for pump room	Bidder has to do self assessment.
L&T	Package 1	182	Volume-3A VOLUME-4 Drawings Package 1 Signed	1.7	1.7 Cross Passage	The cross passages are to be provided at regular interval of 500 m as specified in Annexure- B of IRC:SP:91-2019. Referring to above clause, The interval between Cross Passages are more than 750m in certain locations as per Tunnel plan & profile provided in the drawings which is contradictory to the mentioned clause. Employer to clarify.	The Cross passages has been provided at every 500 m interval except the first Cross passage which is about 600m away from shaft location.
L&T	Package 1	183	Volume-3A VOLUME-4 Drawings Package 1 Signed		Shaft 1 Hebbal Conceptual 3D drawing	From the drawing it is understood that a Bus stand has to be developed in the ground floor of the intermodal hubs apart from the platform provided in basement level 5. Employer to confirm.	Yes Please
L&T	Package 1	184	Volume-3A VOLUME-4 Drawings Package 1 Signed		Shaft Plan drawings	Plan drawing for Services floor at level 4 (Basement 4) of the intermodal hubs to be provided as the same is missing. Request Employer to provide the same.	The Concessionair shall be responsible for development of service floor (level-4) plan as per the design requirement.
L&T	Package 1	185	Volume-3A	4.1	4.1 Depot Design	Location of these depots is not envisaged in the tender drawings. Kindly confirm the scope of Depots and applicable location drawings and required specifications.	The Depo shall be at Intermodal hub locations.
L&T	Package 1	186	Volume-3A	8	8. Intermodal Hubs at Shaft Location	Location and number of EV Charging stations are required for cars is not envisaged intender. Request Employer to provide the same.	The EV Changing stations shall be provided at Intermodal hub locations.
L&T	Package 1	187	Volume-3A	7.2.12	7.2.12 FIRE DETECTION Linear fire detection system (tunnel tube)	We understand that Linear Heat detection system is not required in the ramp portion of the tunnels (Tunnel Ramp, Entry/ Exit Ramps). Kindly confirm the same.	LHD in Tunnel portion of entry and exit ramps to be considered. Not in open ramps.
L&T	Package 1	188	Volume-3A		LINEAR FIRE DETECTION SYSTEM	Redundancy/ dual run of LHDS Cables in tunnel is not envisaged in tender document. Kindly confirm.	Dual Run Needs to be considered.
L&T	Package 1	189	Volume-3A		f. EMERGENCY PUSH BUTTON "FIRE" i. EMERGENCY MANUAL CALL POINT (MCP)	We understand that both the referenced clauses pertain to the Manual Call Point (MCP), intended for manual activation of fire alarms by personnel. Requesting the Employer to kindly confirm this interpretation.	Yes the interpretation is correct.

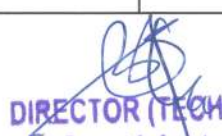
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L&T	Package 1	190	VOLUME-4 Drawings Package 1 Signed		BBMP-EM-015 Tunnel Automation System SCADA System Architecture	Based on the provided architecture, we understand that each package includes a single control room, which is interfaced with each other via OPC. Kindly confirm the following points: Please confirm whether a redundant or sub-control room is required for each package, or if a single control room per package is sufficient. Kindly clarify which package contractor is responsible for the integration between the control rooms of Package 1 and Package 2	Yes the understanding is correct. Single control rooms per package is presently considered. However this may subject to vary at the time of detailed design stage.
L&T	Package 1	191	Volume-3A	7.2.14	7.2.14 Closed Circuit Television System 2. Scope Of Work	As per Employer's specification "The CCTV system for tunnel shall have outdoor fixed box cameras installed at every 150m interval along the entire length of the tunnel". Based on our previous project experience, the performance of video analytics significantly decreases when the distance between cameras exceeds 60 meters. We recommend the employer revise the camera placement interval to 50 meters to ensure optimal performance.	The actual distance of camera based on video analytics will be assessed by the contractors at the time of detailed design.
L&T	Package 1	192	Volume-3A	7.2.14	7.2.14 Closed Circuit Television System 2. Scope Of Work	The primary management server shall be installed at Control station -1 and Backup management server shall be placed at Control station - 2 to provide HOT redundancy at management server level between Control Referring to above Employer's specification clause, Kindly provide the location of Control Station 2, as it is not indicated in the provided drawings.	Control station-1 at VS-2 and Control station-2 at VS-4
L&T	Package 1	193	Volume-3A	7.2.14	7.2.14 Closed Circuit Television System 2. Scope Of Work	Employer's specification states that "The CCTV system for tunnel shall have outdoor fixed box cameras installed at every 150m interval along the entire length of the tunnel. There shall be 2 HD outdoor PTZ cameras at both portals of the tunnel". Kindly confirm the below: 1) The fixed box cameras are also to be provided in the entry and exit ramps 2) PTZ Cameras are to be provided at the entrance portals of all the entry and exit ramps	Yes the cameras are to be considered at the portals of entry and exit ramps
L&T	Package 1	194	Volume-3A	1.11	1.11 Lighting, Electrical and Mechanical facilities:	Kindly confirm the requirement of the below mentioned traffic control system devices/ signages as the same is not available in the specifications: 1) Lane control and speed limit signs 2) Variable message signs 3) Traffic signals 4) Inductive loop devices 5) Emergency services communication with Fire, Police & DMD	The Specification shall be as per IRC/IS guidelines.
L&T	Package 1	195	Volume-3A		General	Please provide the type of cables for all ELV Systems (Fire survival properties, Armouring, etc.)	To be decided at the time of Detailed design stage.
L&T	Package 1	196	RFP	2.2.2(A) (iii)	Definition of "Completion" for Technical Experience	To ensure objective evaluation, will the Authority please confirm that for the purpose of assessing Technical Capacity under Clause 2.2.2 (A), a project shall be deemed "completed" upon the issuance of its Provisional Completion Certificate (or equivalent document), irrespective of its status in the Defects Notification Period or final handover?	Tender Conditions Prevail.
L&T	Package 1	197	RFP	2.2.2(A)	Specificity of Tunneling Experience	For the mandatory tunneling experience, will the Authority please specify the minimum acceptable diameter of the TBM used and the geological conditions (e.g., rock, soil, mixed-face) for the cited project to be considered eligible? This will ensure all bidders are evaluated against a clear and uniform benchmark.	Tender Conditions Prevail.

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L&T	Package 1	198	RFP	2.2.2	MOU with EPC Contractor	We request employer to delete the following: [...] Furthermore, in case of any unavoidable reasons if the Selected Bidder wants to change their EPC Contractor after they are awarded the contract, they must get an approval regarding the same from the Authority, and the credentials of the proposed new EPC contractor satisfy or exceed the requirements set forth in 2.2.2.(AAA) [...]	Tender Conditions Prevail.
L&T	Package 1	199	RFP	2.2.8	Conflict of Interest	Regarding the Conflict of Interest clause, will the Authority please confirm that the engagement of common non-core technical, financial, or legal advisors by two or more different bidders would not, in itself, be considered a Conflict of Interest, provided there is no sharing of bid-specific sensitive information?	Tender Conditions Prevail.
L&T	Package 1	200	RFP	2.13.3 & App-IA	Power of Attorney (POA) Format	We note the prescribed format for the Power of Attorney. Will the Authority permit minor, non-substantive deviations in the wording of the POA to align with the bidder's internal corporate governance policies, provided the legal effect, scope of authority, and enforceability are identical to the format in Appendix-IA?	Tender Conditions Prevail.
L&T	Package 1	201	RFP	2.20.7	Bid Security Forfeiture	Clause 2.20.7 allows for future of Bid Security if the successful bidder fails to sign the Concession Agreement. Will the Authority confirm that this forfeiture clause shall not apply if the final Concession Agreement presented for signature contains substantive amendments or deviations from the draft agreement issued with the RFP?	Tender Conditions Prevail.
L&T	Package 1	202	DCA	10.3 & 10.4	Scope of "Unencumbered" Right of Way (ROW)	To ensure clarity and prevent future disputes regarding the hand over of the Site, will the Authority please confirm that the term "unencumbered Right of Way" under Article 10.3 means a site completely free of all surface and sub-surface utilities (including but not limited to electrical cables, water mains, sewer lines, and optic fibres), and that the responsibility and cost for all necessary diversions lie solely with the Authority?	Tender Conditions Prevail.
L&T	Package 1	203	DCA	5.1.4 & Art 16	Geological Surprises & Geotechnical Baseline Report (GBR)	To provide a clear baseline for bidding, will the Authority please confirm that the Geotechnical Baseline Report (GBR) provided in the Data Room represents the contractually agreed-upon baseline for sub-surface conditions? Further, please confirm that if the Concessionaire encounters physical conditions materially more adverse than those described in the GBR, this will be deemed a Change of Scope under Article 16, entitling the Concessionaire to full compensation for time and cost.	Tender Conditions Prevail.
L&T	Package 1	204	DCA	Art. 28.1(b) & Art. 10.3	Interface with Other Contractors/Agencies	The project requires interfacing with multiple agencies and other contractors. If the Concessionaire's work is delayed or disrupted due to the failure of performance by another contractor appointed by the Authority or any other Government agency, will this event be explicitly classified as an "Indirect Political Event" under Article 28, entitling the Concessionaire to claim for Extension of Time and cost compensation?	Tender Conditions Prevail.
L&T	Package 1	205	DCA	Art. 24 & Art. 36	Impact of Competing Infrastructure on Traffic	The financial viability of the project relies on traffic projections. If the Government or any public authority develops or commissions a new road or public transport system that directly competes with the Project Tunnel and was not part of the city's master plan at the Bid Date, will this act be considered a "Change in Law" under Article 36, entitling the Concessionaire to compensation?	Tender Conditions Prevail.
L&T	Package 1	206	DCA	Art 36	Definition of "Change in Law"	Regarding Article 36, could the Authority please confirm that the definition of "Change in Law" also includes: (a) any change in the interpretation or enforcement policy of an existing law by a Governmental Agency, and (b) any change in consent or approval conditions imposed by a consenting authority, which has a material adverse financial effect on the Concessionaire?	Tender Conditions Prevail.

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L&T	Package 1	207	DCA	Art 4.1.2 & Art 4.2	Assistance in obtaining Permits	While the Concessionaire is responsible for obtaining certain permits, its success often depends on the active support of the Authority. Could the Authority please elaborate on the specific actions it will undertake as part of its "reasonable assistance" under Article 4.2 and define a reasonable timeframe for responding to and acting upon such requests for assistance?	Tender Conditions Prevail.
L&T	Package 1	208	DCA	Art 16	Cost Determination for Change of Scope	For a Change of Scope under Article 16, where rates are to be derived from the market, what is the maximum time period for the Independent Engineer to determine these rates? Will the Authority agree that if the IE does not determine the rates within 30 days, the Concessionaire's quoted and substantiated rates will be used for provisional monthly payments until the final rates are agreed?	Tender Conditions Prevail.
L&T	Package 1	209	DCA	10.3.7	Land for Temporary Works (Casting Yard, Site Office)	We request employer to provide land free of cost for temporary works like casting yard, site office, dumping yard, stores etc.	Tender Conditions Prevail.
L&T	Package 1	210	Vol 2 - Art. 33	Art 33	Handover Requirements	To allow for accurate long-term financial planning for end-of-life major maintenance and handover, could the Authority provide more detailed, quantitative criteria for the required condition of key assets (e.g., maximum allowable pavement roughness, minimum remaining design life of ventilation equipment) at the time of transfer under Article 33?	Tender Conditions Prevail.
L&T	Package 1	211	DCA	Art 16 & GBR	TBM Performance and GBR	Will the Authority please confirm that if the Concessionaire can demonstrate through its operational data that TBM performance (e.g., daily advance rates, consumption of disc cutters) is materially and adversely impacted due to ground conditions being worse than those specified in the GBR, this will be considered grounds for compensation for both time and cost under Article 16?	Bidders are required to make their own assessment.
L&T	Package 1	212	DCA	Art 29 & 36	Cumulative Impact of Delays (Disruption)	If the Authority causes multiple, minor delay events, the cumulative impact of which disrupts the planned sequence and efficiency of works, will the Concessionaire be entitled to claim for "Disruption" costs (i.e., loss of productivity), separate from a claim for Extension of Time for any single critical delay?	Tender Conditions Prevail.
L&T	Package 1	213	DCA	Art 5.1.4 & GBR	Dewatering and Hydrogeology	If the Concessionaire is required to undertake a dewatering effort (in terms of volume of water pumped or duration of pumping) that is materially in excess of what could be reasonably anticipated from the hydrogeological data presented in the GBR, will this be considered an Adverse Physical Condition under Article 5.1.4, entitling the Concessionaire to a Change of Scope?	Bidders are required to make their own assessment.
L&T	Package 1	214	DCA	Art. 4.1.2(a)	Legal Challenge to Fee Notification	In the event the Fee Notification issued by the Authority is legally challenged, resulting in a court order suspending or staying the collection of User Fees, will the Authority indemnify the Concessionaire for the loss of revenue for the full duration of such a stay? Will this be considered an Authority Default?	Tender Conditions Prevail.
L&T	Package 1	215	DCA	Art 24.1	Calculation of Total Concession Value (TCV)	Could the Authority please specify the exact discount rate (or the formula for its calculation) that will be used to determine the Net Present Value for the purpose of the Total Concession Value (TCV)? This is essential for all bidders to prepare their financial bids on a common and transparent basis.	Tender Conditions Prevail.
L&T	Package 1	216	DCA	Art 27	Sharing of Ancillary Revenue	Regarding ancillary revenue generated from commercial facilities developed under Article 27, will the Authority please confirm that 100% of such gross revenue shall be retained by the Concessionaire and will not be subject to any revenue sharing with the Authority for the entire duration of the Concession Period?	Tender Conditions Prevail.
L&T	Package 1	217	DCA	Art 26.3	Expansion of Exempted Vehicle List	If, at any time after COD, the Government issues a notification that adds new categories of vehicles to the list of those exempt from paying the User Fee, will this be treated as a Change in Law under Article 36, entitling the Concessionaire to full compensation for the assessed loss of revenue?	Tender Conditions Prevail.

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L&T	Package 1	218	Vol 2 - Art. 32.3	Art 32.3	Calculation of Equity Return upon Termination	To provide certainty to equity investors, could the Authority please provide a detailed, worked-out example of how the Termination Payment, specifically the "Adjusted Equity" component, will be calculated under various scenarios? What is the basis for the 15% rate used in the definition of Adjusted Equity?	No Change, tender conditions are self explanatory.
L&T	Package 1	219	DCA	Art. 19 & Sch-K	Revenue Loss during Major Maintenance	For periods of essential major maintenance undertaken in strict accordance with Schedule-K, which require lane closures that result in a demonstrable loss of revenue, will the Concessionaire be entitled to a "deemed revenue" credit towards the TCV for the duration of such planned maintenance activities?	Tender Conditions Prevail.
L&T	Package 1	220	DCA	Art. 26.1	Authority's Right to Suspend Toll Collection	Will the Authority confirm that the Concessionaire's right to levy and collect User Fees cannot be suspended or interrupted for any reason, including an alleged breach of O&M obligations, until such a breach has been finally determined through the Dispute Resolution Procedure under Article 34?	Tender Conditions Prevail.
L&T	Package 1	221	DCA	Art. 24.5 & Art. 31.4	Failure to Achieve TCV within Maximum Period	If the Total Concession Value (TCV) is not achieved at the expiry of the maximum Concession Period of 44 years, what is the recourse for the Concessionaire? Is there any terminal compensation payable by the Authority in such a scenario, particularly for the outstanding debt?	The Maximum concession period is 44 years only. After which the concession period stands expired.
L&T	Package 1	222	DCA	Art. 26.2	Inflation Indexation of Tolls (WPI)	The User Fee escalation is linked to WPI. In the event of prolonged low inflation where the WPI is flat or negative for a period of, for example, three consecutive years, has the Authority considered a floor mechanism or a minimum annual escalation (e.g., 2%) to ensure the long-term financial sustainability of the project's O&M?	Tender Conditions Prevail.
L&T	Package 1	223	DCA	Art. 5.1.4 & Art. 16	Contractual Status of Geotechnical Baseline Report (GBR)	To establish a clear contractual basis for assessing sub-surface risk, will the Authority please confirm that the Geotechnical Baseline Report (GBR) is a contractual document, and that any geological or hydrogeological conditions encountered that are materially more adverse than those described therein will automatically trigger the Change of Scope provisions under Article 16?	Tender Conditions Prevail.
L&T	Package 1	224	Vol 3A - Sch-D	Schedule D	"Deemed to have Included" Clause	To ensure all bidders are pricing on a uniform basis, could the Authority confirm that the EPC Contractor's scope is strictly limited to the works and specifications explicitly detailed in the tender documents, and that there are no "deemed to have included" obligations for items not shown or specified?	Tender Conditions Prevail.
L&T	Package 1	225	Vol 3B - Sch-E & Sch-F		Subjectivity in "Tests on Completion"	To ensure an objective and transparent process for certifying completion, will the Authority please provide detailed and quantitative pass/fail criteria for all key "Tests on Completion" listed in Schedule-F?	Tender Conditions Prevail.
L&T	Package 1	226	DCA	Art. 11.1 & Sch-D	Design Liability vs. Mandated Specifications	While the Concessionaire is responsible for the detailed design, Schedule D provides certain mandatory specifications. If a performance issue arises as a direct result of strict adherence to a mandatory design parameter specified by the Authority, who will bear the liability for rectification?	The construction shall be done as per prevalent IRC/MORTH/international codes, any contradictions between the specifications given in the Bid Documents and Codes shall be brought to the notice of Independent Engineer before implementation. Independent Engineer will decide the specifications to be adopted.
L&T	Package 1	227	Vol 3A/3B - General		Discrepancy Between Schedules	In the event of any discrepancy between the description of works in Schedule A, the details of Project Facilities in Schedule B, and the Specifications and Standards in Schedule D, what will be the governing order of precedence of documents for interpretation?	Tender Conditions Prevail.
L&T	Package 1	228	DCA	Art 29	Concurrent Delays	In the event of a delay caused by the Authority which is concurrent with a delay caused by the Concessionaire, will the Authority please confirm the principle that will be applied for granting an Extension of Time? Will the Concessionaire be entitled to an EOT for the period of the Authority's delay, irrespective of the concurrent delay?	Tender Conditions Prevail.

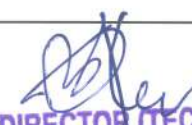
concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 1	229	DCA	Art 18.1	Compensation for Suspension Costs	In the event the IndependentEngineer issues an instruction to suspendthe works under Article 18.1 for reasons not attributable to the Concessionaire, will the Authority confirm that the Concessionaire is entitled to compensation for all reasonable, substantiated standby costs for its plant,equipment,and manpower for the full duration of the suspension?	Tender Conditions Prevail.
L&T	Package 1	230	DCA	Art 29	Cumulative Impact (Disruption)	If the Authority causes multiple, minor delay events or issues numerous clarifications, thecumulative impact of which disruptstheplannedsequenceand efficiency of works, will the Concessionaire be entitled to claim for "Disruption" costs (i.e., loss of productivity), separate from a claim for Extension of Time for any single critical delay ?	Tender Conditions Prevail.
L&T	Package 1	231	DCA	Art 28.1(b)	Interface with Other Contractors	If the Concessionaire's work is delayed or disrupteddue to the failure of performance by another contractor appointedbytheAuthority or anyother Government agency, will this event be explicitly classified asan"Indirect Political Event"under Article 28, entitling the Concessionaire to claim for Extension of Time and cost compensation?	Tender Conditions Prevail.
L&T	Package 1	232	DCA		Currency Fluctuation Risk	As key project equipmentsuch as the TBM will be imported, the project is exposed to significant currency fluctuationrisk. Has theAuthority considered any mechanism to share this risk? For instance, would theAuthority considertreating a severe, unforeseen currency devaluation (e.g., >10%) as a Change in Law or a compensable event?	Tender Conditions Prevail.
L&T	Package 1	233	Vol 3B - Sch-H		Gaps in Price Escalation Formula	The list of materials for Price Adjustment in Schedule-H does not appear to include critical, high-value consumables for TBM operation like cutter heads and tail-skin sealants, or bulk materials likediesel.Will the Authority consider including these items in the formula for price adjustment?	Tender Conditions Prevail.
L&T	Package 1	234	DCA	Art 11.1	Ownership of Design IP	Regarding the designs prepared bythe Concessionaire, will the Authority please clarify who retains the intellectual property rights for the detailed engineering designs after the transfer of the project?	Tender Conditions Prevail.
L&T	Package 1	235	Vol 3A - Sch-D, Sec 900	Sec 900	Approval of Material Sources (Quarries)	If an Authority-approvedsource for materials (such as a specific quarry for aggregates) becomes unavailable for reasons not attributable to the Concessionaire, will the additional cost and time impact of sourcing and validating a newsupply source be treated as a compensable Change of Scope under Article 16?	No additional cost and time impact of sourcing and validating a newsupply source shall be considered.
L&T	Package 1	236	DCA	Art 17.5	Instrumentation & Monitoring Data	Who is responsible for the interpretation of data from the Instrumentation and Monitoring systems? If the IE's interpretation of the dataleads to a work suspension which is later found to have beenunnecessary, will the Concessionaire be compensated for the standby costs and delay?	Tender Conditions Prevail.
L&T	Package 1	237	Vol 3A - Sch-B		"Equivalent" Standard for Equipment	Where the specifications permit an "equivalent" standard or material to be proposed,what will bethe specific procedureand criteria for determining equivalence, and what is the maximumtime period for theIndependentEngineer to approve or reject such a proposal?	Tender Conditions Prevail.
L&T	Package 1	238	DCA	Art 16.3	Valuation of Variations	When calculating the cost of a Change of Scope based on marketrates under Article 16.3, what are the pre-agreedpercentages that can be added for the EPC Contractor's overheads and profit margin?	Tender Conditions Prevail.
L&T	Package 1	239	DCA	Art 28	Definition of "Abnormal" Weather	To provide an objective basis for claims under Force Majeure, will theAuthority please define "abnormally adverse climatic conditions"? For example, will a rainfall event that exceeds the 10-year average for any given month, as recorded by the India Meteorological Department, be automatically considered abnormal?	Tender Conditions Prevail.
L&T	Package 1	240	DCA	Art 28	Classification of Nationwide Strikes	Would a nationwide strike by a major transport union, which is not directed at the project itself but severely impacts the supply of materials, be considered a Political Force Majeure event (as it is beyond the control of anyone state) or a Non Political Force Majeure event?	Tender Conditions Prevail.


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L&T	Package 1	241	DCA	Art 30	Insurance Proceeds	In the event of damage covered by the project's insurance policies, will the Authority confirm that all insurance proceeds are to be deposited into the Escrow Account and be used exclusively for the repair, reinstatement, and reconstruction of the affected project assets?	Tender Conditions Prevail.
L&T	Package 1	242	DCA	Art. 10.3 & Art. 11.5	Unidentified Utilities	If the Concessionaire encounters a major uncharted utility (not shown in any drawings provided by the Authority) that requires redesign or causes a suspension of work, will this be treated as an Adverse Physical Condition under Art. 5.1.4 and a Change of Scope under Art. 16, entitling the Concessionaire to full time and cost compensation?	Tender Conditions Prevail.
L&T	Package 1	243	DCA	Art. 38.3	Protocol for Police Assistance	Could the Authority please define a specific protocol and establish a dedicated liaison officer for obtaining police assistance for traffic management under Article 38.3? This is critical to ensure the timely and orderly movement of construction vehicles and to minimize public disruption.	Tender Conditions Prevail.
L&T	Package 2	1	RFP		2.1 General Terms of Bidding 2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.	Bidder requests to return/ refund the Bid Security within 28 days from the Bid Due date.	Tender Conditions Prevail.
L&T	Package 2	2	DCA		1.4 Priority of agreements, clauses and schedules 1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part thereof or referred to herein shall, in the event of any conflict between them, be in the following order: (a) this Agreement; and (b) all other agreements and documents forming part thereof or referred to herein; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.	Bidder requests to include b) the Concessionaires Pre-Bid proposals after (a) this Agreement;	Tender Conditions Prevail.
L&T	Package 2	3	DCA		4.3 Damages for delay by the Concessionaire in the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security. Provided further that such Damages for delay by the Concessionaire for non-fulfilment of Conditions Precedent shall be payable within 15 (fifteen) days of achievement of fulfilment of Conditions Precedent.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 2	4	DCA		5.2 Obligations relating to Project Agreements 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority.	Bidder requests that the decisions shall be taken with mutual discussion and agreement by both Parties (Authority & Concessionaire).	Tender Conditions Prevail.

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L&T	Package 2	5	DCA		10.3 Procurement of the Site 10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 50% of the Construction Zone, so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project. The Appendix shall not include more than 50% (fifty percent) of the remaining parts of the Construction Zone required and necessary for construction of the Project. Further in the event of Financial Close is delayed solely on account of delay in grant of such vacant access and balance Construction Zone, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.	Bidder requests to provide the Extension of Time (EOT) in addition to Cost by Authority in such cases.	Tender Conditions Prevail.
L&T	Package 2	6	DCA		10.3 Procurement of the Site 10.3.4 The Authority shall make best efforts to procure and grant, no later than 240 (two hundred forty days) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason beyond 240 days, the works corresponding to RoW in the Appendix not provided shall be deemed to be removed from the Scope of the Project and provisions of Clause 16.6.1 shall apply in case of such works.	Bidder requests to not to remove from the Scope of the Project of such works and also requests to provide the EOT and Cost in case of such delays.	Tender Conditions Prevail.
L&T	Package 2	7	DCA		10.4 Site to be free from Encumbrances Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.	Bidder requests to provide the fully Encumbrances free site to the Concessionaire. Bidder requests to provide the EOT and Cost in case of Unforeseeable Physical Conditions during the Construction Period.	Tender Conditions Prevail.
L&T	Package 2	8	DCA		12.4 Construction of the Project Tunnel 12.4.2 The Concessionaire shall construct the Project Tunnel in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; Provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	Bidder requests to levy the Delay Damages at the rate of 0.01% of amount of Performance Security for delay of each day for the balance portion of the Milestone Works. Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.

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L&T	Package 2	9	DCA		12.4 Construction of the Project Tunnel 12.4.3 In the event that Project Tunnel is not completed within 270 (two hundred and seventy) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.	Bidder requests to provide the EOT and Cost in such delays on mutual discussion and agreement by the Independent Engineer and both Parties.	Tender Conditions Prevail.
L&T	Package 2	10	DCA		13.4 Delays during construction Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Project Tunnel is not likely to be achieved by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and submit a revised schedule as provided in accordance with Clause 12.1 (a) for achieving the Project Milestones or Project Completion Date, as the case may be. Further, if the Independent Engineer reports that the progress achieved in any continuous three months is less than 75% as per the revised schedule, the Authority may invoke termination as per Clause 37.1.1 (x) of this Agreement.	Bidder requests to delete the underlined condition.	Tender Conditions Prevail.
L&T	Package 2	11	DCA		14.4 Completion of Punch List items 14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one percent) of the Performance Security, and (b) 0.2% (zero point two percent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 2	12	DCA		15.2 Damages for delay Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security for delay of each day until COD is achieved.	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.

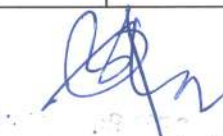

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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	13	DCA		16.2 Procedure for Change of Scope16.2.2 [...] (i) For items of works where schedule of rates of concerned circle of state's public works department (NH) prevailing on the date of Change of Scope Order are available, the same shall be applicable for determination of costs. In case of non-availability of schedule of rates for year of the prevailing date, the available schedule of rates shall be applied by updating the same based on yearly WPI. (ii) For item of works not included in schedule of rates as mentioned in sub- para (i) above, the cost shall be derived on the basis of MORTH standard data book and the rates given in applicable schedule of rates failing which the prevailing market rates. For any item in respect of which MORTH standard data book does not provide the requisite details, the Independent Engineer shall determine the rate in accordance with Good Industry Practice. [...] (iv) The design charges shall be considered @ 1% (one per cent) of cost of COS. However, if COS is on net cost basis, the design charges @ 1% of negative COS shall not be deducted.	Bidder requests to consider the CPWD Schedule of Rate along with MORTH for items of works not included in schedule of rates as mentioned in sub- para (i) above during the Concession Period. Bidder requests to include Over Heads and Profits @ 15% over and above the cost of COS and design charges during the Concession Period.	Tender Conditions Prevail.
L&T	Package 2	14	DCA		16.3 Payment for Change of Scope16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.	Bidder requests to delete the aggregate ceiling of 0.25% of Total Project Cost for the Change of Scope Order and all costs arising out of any Change of Scope Order shall be reimbursed by the Authority during the Concession Period.	Tender Conditions Prevail.
L&T	Package 2	15	DCA		17.7 Lane Closure17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.	Bidder requests to delete this condition	Tender Conditions Prevail.
L&T	Package 2	16	DCA		17.8 Damages for breach of maintenance obligations17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Notwithstanding anything contained in this agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession.	Bidder requests to delete this condition	Tender Conditions Prevail.


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L&T	Package 2	17	DCA		17.9 Authority's right to take remedial measures17.9.1 In theeventthe Concessionairedoes not maintain and/or repair the Project Tunnelor any partthereof inconformitywith the MaintenanceRequirements, the MaintenanceManual or the Maintenance Programme, as the case may be, and fails to commenceremedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a noticeinthis behalf from the Authority or theIndependentEngineer, as the case may be,the Authority shall, without prejudice to its rights under this Agreement includingTermination thereof, be entitled to undertake such remedialmeasuresat the risk and costof the Concessionaire, and to recover its cost from the Concessionaire. In addition torecovery of the aforesaid cost, a sum equal to 20% (twenty percent) of suchcost shallbe paid bythe Concessionaire to the Authority asDamages. For the avoidance of doubt,the right of the Authority under thisClause 17.9.1 shall be without prejudice to itsrightsand remedies provided under Clause 17.8.	Bidder requests to discuss and agree mutually byIndependentEngineerandboth Partiesprior to the recovery of the aforesaid Costs from the Concessionaire.	Tender Conditions Prevail.
L&T	Package 2	18	DCA		23.1 Appointment of Independent EngineerThe Authority shall appointa consulting engineering firm from a panel of 10 (ten) firmsor bodies corporate, constituted bythe Authority substantiallyin accordance with theselection criteria set forth in Schedule-P, to betheindependentconsultant under thisAgreement (the"Independent Engineer"). The appointments shall be made no later than90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three)years. On expiry or termination of the aforesaid period, the Authority may in itsdiscretion renew the appointment or appoint another firm from a fresh panel constitutedpursuant to Schedule-P to betheIndependentEngineer for a term of 3 (three)years, andsuch procedure shall be repeated after expiry of each appointment.	Bidder requests to provide the details of IndependentEngineer before entering into theContract agreement.	Tender Conditions Prevail.
L&T	Package 2	19	DCA		24.1 Financial Close24.1.1 The Concessionaire hereby agrees and undertakes that itshall achieve FinancialClosewithin 180 (onehundredand eighty)days from the date of this Agreement and intheevent of delay, itshall be entitled to a further period not exceeding [120 (one hundredand twenty)] days, subject to payment of Damages to the Authority in a sum calculatedat the rate of 0.1% (zero point one percent) of the PerformanceSecurity for eachday ofdelay; provided thatthe Damagesspecifiedherein shall be payableeveryweek in advanceandthe period beyondthe said 180 (onehundredand eighty)days shall be granted onlyto theextent of Damages so paid;provided further thatno Damages shall be payable ifsuch delay in Financial Close has occurred solely as a result of any default or delay by theAuthority in procuring satisfaction of the Conditions Precedentspecified inClause 4.1.2or due to Force Majeure. For the avoidance of doubt, the Damagespayablehereunder bythe Concessionaire shall be inaddition to the Damages, if any, due and payable under theprovisions of Clause 4.3.	Bidder requests to delete this levying of Damages by the Authority.	Tender Conditions Prevail.
L&T	Package 2	20	DCA		28.1 Revenue Shortfall Loan28.1.1 If the Realisable Fee in anyAccounting Year shallfall short of the SubsistenceRevenue as a result of anIndirect Political Event, a Political Event or an AuthorityDefault, as the case may be, the Authority shall, upon request of the Concessionaire,providea loan for meeting such shortfall (the"Revenue Shortfall Loan")atan interestrate equal to 2% (two per cent) above the Bank Rate.	Bidder requests to provide the Interest free loan.	Tender Conditions Prevail.
L&T	Package 2	21	DCA		34.3 Indirect Political Event(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24(twenty-four) hours and exceeding an aggregate period of 7 (seven) days in anAccounting Year;(c) any civilcommotion, boycottor politicalagitationwhich prevents collection of Feebythe Concessionaire for an aggregate period exceeding 7 (seven) days in an AccountingYear;	Bidder requests to delete the underlined portion.	Tender Conditions Prevail.


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L&T	Package 2	22	DCA		34.5 Duty to Report Force Majeure Event34.5.2 The AffectedParty shall notbe entitled to any relief for or in respect of a ForceMajeure Event unlessitshall have notified theother Party of the occurrence of the ForceMajeure Event as soon asreasonablypracticable, and in anyeventno later than 7 (seven)days after the Affected Party knew, or ought reasonably to have known, of itsoccurrence, and shall have given particulars of theprobable materialeffect thatthe ForceMajeure Event is likely to have on the performance of its obligations under thisAgreement.	Bidder requests to increase the Notice period to 14 days.	Tender Conditions Prevail.
L&T	Package 2	23	DCA		34.6 Effect of Force Majeure Event on the Concession34.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:(a) before COD, the Concession Period andthe dates set forth in the Project CompletionSchedule shall be extended by a period equal inlength to the duration for which suchForce Majeure Event subsists; or(b) after COD, whereupon the Concessionaire is unable to collect Fee despite makingbest efforts or itis directed bythe Authorityto suspend the collection thereof during thesubsistence of such Force Majeure Event,the Concession Periodshall be extended by aperiod, equal inlength to the period during which the Concessionairewas preventedfrom collection of Fee on accountthereof; Provided that in theevent of partial collectionof Fee wherethe dailycollectionisless than 90% (ninety percent) of the Average DailyFee, the Authority shall extendthe Concession Periodin proportion to the loss of Fee ona daily basis. For the avoidance of doubt, loss of 25% (twenty-five percent) in collectionof Fee as compared to the Average Daily Fee for four days shall entitle theConcessionaire to extension of one day in the Concession Period.	Bidder requests to provide theExtension of Time (EOT) in a) andb) casesas alongwiththe reasonable period for cure of damages/ loses occurred and shall be discussed andagreed mutually by Independent Engineer and both Parties.	Tender Conditions Prevail.
L&T	Package 2	24	DCA		34.8 Termination Notice for Force Majeure Event34.8 TerminationNotice for Force Majeure Event If a Force Majeure Event subsists fora period of 180 (onehundredand eighty)days or morewithin a continuous period of 365(three hundred and sixty five) days, either Party mayin itsdiscretionterminatethisAgreement by issuing a TerminationNotice to theother Party without being liablein anymanner whatsoever, save as provided in this Article 34, and upon issue of suchTermination Notice, this Agreement shall, notwithstanding anything to the contrarycontained herein, stand terminated forthwith;	Bidder requests to reduce the Force Majeure Event within a continuous period to 84days.	Tender Conditions Prevail.
L&T	Package 2	25	DCA		36.4 Substitution of Concessionaire36.4 Substitution of Concessionaire At any time during the period of Suspension, theLenders'Representative, on behalf of Senior Lenders, shall be entitled tosubstitute theConcessionaire under and in accordance with the Substitution Agreement, and uponreceipt of notice thereunder from the Lenders' Representative, the Authority shallwithholdTermination for a period not exceeding 180 (onehundredand eighty)days fromthe date of Suspension, andanyextension thereof under Clause 36.1, for enabling theLenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.	Bidder requests to discuss and agree mutually byIndependentEngineerandboth Partiesprior to the Substitution of the Concessionaire.	Tender Conditions Prevail.



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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	26	DCA	44.2	44.2 ConciliationIn the event of any Dispute between the Parties, either Party may call upon theIndependent Engineer to mediate and assist the Parties in arriving at an amicablesettlement thereof.Failing mediation by the Independent Engineer or without the intervention of theIndependent Engineer, either Party may require such Dispute to be referred to theManaging Director B-SMILE in accordance with the procedure set forth in Schedule-Sto the Concession Agreement.If either the Authority or the Concessionaire is dissatisfied with any decision of theManaging Director B-SMILE , and/or if theManaging Director B-SMILE is unable toresolve the dispute, eitherParty may require such Dispute to be referred to the Chairman,B-SMILE to the Authority and the Chairman of the Board of Directors of theConcessionaire for amicable settlement, and upon such reference, the said persons shallmeet no later than [7 (seven)] days from the date of reference to discuss and attempt toamicablyresolve the Dispute. If such meeting does not takeplace within the [7 (seven)]day period or the Dispute is not amicably settled within [15 (fifteen)] days of the meetingor the Dispute is not resolvedasevidenced bythe signing of written terms of settlementwithin [30 (thirty)] days of the noticeinwriting or such longerperiod as may be mutuallyagreed by the Parties, either Party may approach the Court of Law in Bengalurujurisdiction.	Bidder requests to provide the timelines for the stages in mediation/ Conciliation by different personnel.	Tender Conditions Prevail.
L&T	Package 2	27	DCA	--	--	Bidder requests to provide theBonus/Incentives of 20% of the PerformanceSecurityValue on early completion of COD (Commercial Operation Date).	Tender Conditions Prevail.
L&T	Package 2	28	DCA	--	--	Bidder requests to provide the Suspension Rights by the Concessionaire in cases of:1) If the Authority fails to commence the payments timely under Project Milestones.	Tender Conditions Prevail.
L&T	Package 2	29	DCA	--	--	Bidder requests to provide the EOT and Cost in case of anychange of alignment of theProject.	Tender Conditions Prevail.
L&T	Package 2	30	DCA		Provided, however,that in the eventthe delay in occurrence of the Appointed Date isfor reasons attributable to the Concessionaire, the Performance Security of theConcessionaire shall be encashed and appropriated bythe Authority to theextent of anamount calculated as 1% (one per cent) of the Total Project Cost.	We seek that this extracted clause	Tender Conditions Prevail.
L&T	Package 2	31	DCA		4.4 Deemed Termination upon Delay Without prejudice to the provisions of Clause 4.2and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that intheeventthe Appointed Datedoes not occur, for any reasonwhatsoever, before the 1st(first) anniversary of the date of this Agreement or the extended period provided inaccordance with this Agreement, allrights, privileges, claims and entitlements of theConcessionaire under or arising out of this Agreement shall be deemed to have beenwaived by, and to have ceased with the concurrence of the Concessionaire, and theConcession Agreement shall be deemed to have beenterminated by mutual agreement ofthe Parties.	we seek that if the concession agreement is terminated due to reasons attributable to theAuthority, the Concessionaire shall be entitled to costs for goods ordered and delivered,and any other reasonable costs incurred in expectation of completion, along withreasonable compensation. The Authority must also promptly return the any securitiessubmitted by Concessionaire.	Tender Conditions Prevail.
L&T	Package 2	32	DCA		5.2.2 It is further agreed thatany failure or omission of the Authorityto review and/ orcomment hereunder shall not be construed or deemed as acceptance of any suchagreement or document by the Authority. No review and/ or observation of the Authorityand/ or its failure to review and/ or convey its observations on any document shallrelieve the Concessionaire of itsobligations and liabilities under this Agreement in anymanner nor shall the Authority be liable for the same in any manner whatsoever	We seek deletion of this clause.	Tender Conditions Prevail.



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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	33	DCA		5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality	We request employer to provide remedy for such transfer and the payment of work done till the transfer.	Tender Conditions Prevail.
L&T	Package 2	34	DCA		5.2.5the decision of the Authority in this behalf being final, conclusive and binding	We seek that the decision of the authority shall not be final and binding and be subject to dispute resolution mechanism.	Tender Conditions Prevail.
L&T	Package 2	35	DCA		5.3.2 the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire,	We seek that the decision of the authority shall not be final and binding and be subject to dispute resolution mechanism.	Tender Conditions Prevail.
L&T	Package 2	36	DCA		8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes 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 7.2, 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 Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard. 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.	We seek that if any site or local conditions was not reasonably foreseeable/ examinable/practicable for consideration by an experienced contractor/ concessionaire before bid submission (taking account of cost of examination and time for bidding), then the Contractor/concessionaire shall be entitled to due extension of time and costs arising out of such conditions.	Tender Conditions Prevail.
L&T	Package 2	37	DCA		10.2.4 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever	We request employer that the licenses granted shall stand terminated only upon 30 days prior notice	Tender Conditions Prevail.
L&T	Package 2	38	DCA		10.3.4 The Authority shall make best efforts to procure and grant, no later than 240 (two hundred forty days) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason beyond 240 days, the works corresponding to RoW in the Appendix not provided shall be deemed to be removed from the Scope of the Project and provisions of Clause 16.6.1 shall apply in case of such works	We request employer to clarify remedies to the bidder in case of deduction of scope of work	Tender Conditions Prevail.
L&T	Package 2	39	DCA		10.3.5 provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto.	We seek deletion of this clause. For any delay in receiving right of way, the concessionaire shall have the right to claim EOT and additional cost.	Tender Conditions Prevail.
L&T	Package 2	40	DCA		11.3.2 The Authority may, by notice, require the Concessionaire to connect any adjoining road to the Project Tunnel. Upon receipt of a notice hereunder, the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Authority's cost in accordance with Article 16, and the maintenance thereof shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3	We request employer to delete this clause	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	41	DCA		13.3.1 One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.	We seek reimbursement of total cost of tests	Tender Conditions Prevail.
L&T	Package 2	42	DCA		12.4.2 The Concessionaire shall construct the Project Tunnel in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved;	We request employer to put a cap on the damages payable for delay in completing the milestone.	Tender Conditions Prevail.
L&T	Package 2	43	DCA		14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one percent) of the Performance Security, and (b) 0.2% (zero point two percent) of the cost of completing such items as estimated by the Independent Engineer.	We request employer to put a cap on the damages payable for delay in completing the milestone.	Tender Conditions Prevail.
L&T	Package 2	44	DCA		16.2 Procedure for Change of Scope 16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five percent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five percent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.	We request that any change of scope shall be reimbursable from the authority by the concessionaire	Tender Conditions Prevail.
L&T	Package 2	45	DCA		17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one percent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.	We seek that this shall be applicable only when the re-opening is delayed due to reasons attributable to the Concessionaire	Tender Conditions Prevail. Deterrent for frequent lane closure and deficient Operation and maintenance is necessary
L&T	Package 2	46	DCA		17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses under para 4.1.1 (h) and 4.2 (d) of the Escrow Agreement.	We request employer to delete this clause	Tender Conditions Prevail.



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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	47	DCA		24.2.1 Notwith standing anything to the contrary contained in this Agreement, but subject to Clause 34.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 24.1.1 or the extended period provided there under, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	We seek deletion of the following " and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties."	Tender Conditions Prevail.
L&T	Package 2	48	DCA		6.5.2 The Parties hereto agree that if the averaged daily Fee revenue determined under this Clause 26.5.2 exceeds the averaged daily Realisable Fee reported by the Concessionaire during the preceding month by 1% (one percent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply.	We request employer to delete this clause	Tender Conditions Prevail.
L&T	Package 2	49	DCA		35.2.....but shall not include debt repayment obligations as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof;	We seek deletion of the extracted portion "but shall not include debt repayment obligations as a onsequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; "	Tender Conditions Prevail.
L&T	Package 2	50	DCA		36.5.2 Notwithstanding anything to the contrary contained in this greement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.	We seek modification of the clause as "36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default."	Tender Conditions Prevail.
L&T	Package 2	51	DCA		(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Tunnel without the prior written consent of the Authority;	We seek modification of the clause as "(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Tunnel without the prior written consent of the Authority; "	Tender Conditions Prevail.
L&T	Package 2	52	DCA		42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons	We seek modification of the clause as "42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons"	Tender Conditions Prevail.
L&T	Package 2	53	DCA		(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.	We seek deletion of this sub-clause	Tender Conditions Prevail.


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L&T	Package 2	54	DCA		44.2 either Party may approach the Court of Law in Bengaluru jurisdiction.	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 2	55	DCA		44.3 Arbitration - Delete	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 2	56	DCA		44.4 Adjudication by Regulatory Authority or Commission In the event of constitution of a statutory regulatory authority or commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such regulatory authority or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law	We seek that all disputes arising out of or in connection with this Contract shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended to date. The Arbitral Tribunal shall consists of be three arbitrators. Each party shall nominate one arbitrator and the two appointed arbitrator shall appoint the presiding arbitrator. The seat of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 2	57	DCA		47.7 Liability for review of Documents and Drawings Except to the extent expressly provided in this Agreement: (a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Tunnel nor the failure to review, approve, comment, observe or inspect thereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and (b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above	we seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 2	58	DCA		38.1.1(d) For avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project Tunnel and shall be assigned to the Authority free of any encumbrance.	we seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 2	59	SCHEDULE - F Annexure I of Schedule F (See Clause 9.1) PERFORMANCE SECURITY		8 Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.	We seek modification of the clause as "8 Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder. "	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	60	ITB		1.2.4 The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date	We seek modification of the clause as "The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty eight) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date"	Please refer Amendment-2.
L&T	Package 2	61	ITB		2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder.	We seek modification of the clause as "2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. "	Tender Conditions Prevail.
L&T	Package 2	62	ITB		2.5 Site visit and verification of information 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for the submission of Bids	We seek that if any site or local conditions was not reasonably foreseeable/examinable/practicable for consideration by an experienced contractor before bid submission (taking account of cost of examination and time for bidding), then the Contractor shall be entitled to due extension of time and costs arising out of such conditions.	Tender Conditions Prevail.
L&T	Package 2	63	ITB		2.20.1 and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.....	We seek modification of the clause as "and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time....."	Tender Conditions Prevail.
L&T	Package 2	64	APPENDIX - II Bank Guarantee for Bid Security		4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.	We seek deletion of claim period. The clause shall be modified as "4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid."	Tender Conditions Prevail.
L&T	Package 2	65	APPENDIX - II Bank Guarantee for Bid Security		13 The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 180 days after the Bid Due Date).	We seek Modification of the clause as "The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 120 days after the Bid Due Date). "	Tender Conditions Prevail.
L&T	Package 2	66	APPENDIX VI Integrity pact (Refer clause 4.4)		5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.	We seek that the decision of the Principal shall not be final and binding.	Tender Conditions Prevail.
L&T	Package 2	67	DCA		If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer.	Bidder seeks that it shall be entitled to recovery of costs incurred during such suspension period.	Tender Conditions Prevail.


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L&T	Package 2	68	DCA		The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the affected Party knew, or ought reasonably to have known,	We seek that the notice shall be given within 14 days after the Party became aware of such Force Majeure event.	Tender Conditions Prevail.
L&T	Package 2	69	DCA		If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party.	We seek that if the Force majeure event subsists and affects progress of works for a continuous period of 84 days then either party can issue a notice of termination of the agreement.	Tender Conditions Prevail.
L&T	Package 2	70	SCHEDULE-S (See Clause 31.1.2) ESCROW AGREEMENT		3.1.1 (b) all funds received by the Concessionaire from its shareholders, in any manner or form;	We seek deletion of this clause	Tender Conditions Prevail.
L&T	Package 2	71			12.4 Construction of the Project Tunnel 12.4.2 The Concessionaire shall construct the Project Tunnel in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved;	Bidder requests to provide the maximum limit of all aggregate Delay Damages levied by the Authority during Construction period shall be 20% of the Performance Security.	Tender Conditions Prevail.
L&T	Package 2	72	DCA		14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one percent) of the Performance Security, and (b) 0.2% (zero point two percent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items	We request employer to keep an overall ceiling of 20% of Performance Security against all liquidated damages and penalties applicable as part of this contract	Tender Conditions Prevail.
L&T	Package 2	73	DCA		15.2 Damages for delay Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security for delay of each day until COD is achieved.	We request employer to keep an overall ceiling of 20% of Performance Security against all liquidated damages and penalties applicable as part of this contract	Tender Conditions Prevail.
L&T	Package 2	74	DCA		17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one percent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.	We request employer to keep an overall ceiling of 20% of Performance Security against all liquidated damages and penalties applicable as part of this contract	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	75	DCA		17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five percent) of Average Daily Fee, and (b) 0.1% (zero point one percent) of the cost of such repair or rectification as estimated by the Independent Engineer. Notwithstanding anything contained in this agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five percent) of Average Daily Fee, and (b) 1% (one percent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	We request employer to keep an overall ceiling of 20% of Performance Security against all liquidated damages and penalties applicable as part of this contract	Tender Conditions Prevail.
L&T	Package 2	76	DCA		17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Tunnel or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8. 17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses under para 4.1.1 (h) and 4.2(d) of the Escrow Agreement.	We request employer to delete this clause	Tender Conditions Prevail.



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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	77	DCA		24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one percent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedents specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	We request employer to keep an overall ceiling of 20% of Performance Security against all liquidated damages and penalties applicable as part of this contract	Tender Conditions Prevail.
L&T	Package 2	78	DCA		27.11.3 In the event any excess amounts are collected by or on behalf of the Concessionaire, or collect Fee during periods when it is not entitled to do so, it shall, upon receiving a notice to this effect from the Authority, deposit with the Authority such excess amounts to the Authority along with Damages equal to 200% (two hundred percent) thereof.	We request employer to delete this clause.	Tender Conditions Prevail.
L&T	Package 2	79			GOOD INDUSTRY PRACTICES	We seek that the term of "Good industry practices" shall be replaced with conditions of the contract as the definition is vague.	Tender Conditions Prevail.
L&T	Package 2	80			Arbitration clause	We seek inclusion of arbitration clause for any dispute under this contract including agreement in the schedules	Tender Conditions Prevail. , As per GoK Circular, LAW-LAC/198/2024 Dated 16.11.2024.
L&T	Package 2	81	Plan & Profile Package-2		Alignment Drawings	The Alignment passes through various high rise buildings. Kindly, share the foundation details of the existing buildings and its details.	The concessionaire is expected to conduct its own assessment.
L&T	Package 2	82	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 1 Towards Sarjapur provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (EXIT RAMP-1) (Km.0+000 to Km. 0+454). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	83	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 2 (Towards Siddapura Rd Near Wilson Garden) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (EXIT RAMP-2) (Km.0+000 to Km. 1+083). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	84	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 3 (From Silk Board Kr Circle On Seshadri Road) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (EXIT RAMP-3) (Km.0+000 to Km. 1+000). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	85	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Exit Ramp 4 (From Hebbal Towards Kr Circle On Seshadri Rd) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (EXIT RAMP-4) (Km.0+000 to Km. 1+139). Kindly, clarify.	Please refer Amendment-2.

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L&T	Package 2	86	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 5 (Towards Hebbal Junction) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-5) (Km.0+000 to Km. 1+197). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	87	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 6 (Towards Silk Board Junction) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-5) (Km.0+000 to Km. 1+000) & (Km.0+000 to Km.1+784). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	88	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 7 (From Siddapura Rd Near Ashok Pillar-Lalbagh) provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-7) (Km.0+000 to Km. 1+000) & (Km.1+000 to Km. 1+416). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	89	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		Appendix A-II	Centerline Coordinates of Entry Ramp 8 From Sarjapur Road provided in the document table "Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) Centerline Coordinates of Tube-I (LHS)" is not matching with the Plan & Profile Package-2 (Entry & Exit Ramp) - Dwg. no. RC/1640/HO/HBT/TU/DWG/P&P/01/R0; PLAN & PROFILE (ENTRY RAMP-8) (Km.0+000 to Km. 0+654). Kindly, clarify.	Please refer Amendment-2.
L&T	Package 2	90	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		4.11.8.1 Waterproofing Membrane	"In order to arrive at a projected tunnel service life of 100 years, the design life of the water proofing membranes shall be equivalent to tunnel design life." - The Design Life of 100 years for water proofing membrane shall be reduced as the manufacturer recommendations and the material performance cannot extend to 100 years. Kindly, reduce this requirement to 10 years	Tender Conditions Prevail.
L&T	Package 2	91	General		NA	Please furnish the details of Charted and Un-Charted Utility details.	Tender Conditions Prevail.
L&T	Package 2	92	General		NA	It is understood by the Bidder that Noise and Vibration Study is already conducted by the Client for the proposed Alignment and the scope of N&V study during construction and Operational stage is not under the Scope of Contractor	Tender Conditions Prevail.
L&T	Package 2	93	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		3.2.14 Underpinning of Existing Structures	"Cost of design and provision of any support/strengthening of such structures will be deemed as included in the Concessionaire's Price." - As the details of affected buildings within the influence zone of project alignment is not available for the bidder. It is not possible to estimate the cost or any provision in Pricing. We request employer to provide time and cost compensation.	Tender Conditions Prevail.
L&T	Package 2	94	TECHNICAL SCHEDULES TO CONCESSIONAIRE AGREEMENT (Schedules A to D) VOLUME -3 A		3.4 EBS Protection	"(5) The Groundwater drawdown (a drop of water table during dewatering/construction) outside the excavation/adjacent to works, shall be controlled such that the water table doesn't get lowered by more than one metre below the lowest recorded groundwater table (the lowest recorded groundwater table shall be considered as the lowest level of groundwater table as recorded by the Concessionaire prior to the construction). For ensuring this the Concessionaire shall provide recharging well system, if required." - As per the Bidder's experience in various UG projects. The groundwater drawdown outside the excavation/adjacent to works, can be lowered by two meters below the lowest recorded groundwater table. Kindly, consider.	Tender Conditions prevail.

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L&T	Package 2	95	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		5. Codal Provisions and Technical Guidelines	"Standard/Guideline Description NFPA 502 Fire Protection Standards for Road Tunnels & NBC 2016 Indian Building Code on Fire Safety" - As per the Standard/Guideline both NFPA 502 and NBC 2016 is recommended for fire safety in the document. The bidder request to recommend any one of the above standards to avoid contradictory during detail design stage.	NFPA 502 is recommended
L&T	Package 2	96	TECHNICAL SCHEDULES TO CONCESSION AGREEMENT (Schedules A to D) VOLUME -3 A		3.2.3 Design Method & 4.5 Tunnel Design Requirements	"The design Fire Resistance Period shall be 4 hours." - Bidder understand that the 4 hours fire resistance period is applicable only for Primary and Load Bearing structures and not for Secondary or Non-Load Bearing Structures. Kindly, Clarify.	Tender Conditions prevail.
L&T	Package 2	97	General		NA	Kindly provide the Employer's Requirements of outline design specifications, outline construction specifications and Design Basis Report	Schedule D of the DCA is covering design and construction specifications requirement from the employer. Standard practices as approved by the authority engineer shall apply in case of a item not fully covered in Schedule D.
L&T	Package 2	98	General		NA	Kindly provide the KMZ file of the proposed alignment. Also provide the drawings in CAD format.	KMZ file of alignment is uploaded on e-portal.
L&T	Package 2	99	General		NA	As per the proposed tender alignment, most of the alignment passing below the buildings. Contractor request Engineer to kindly provide the Existing building details, foundation type and their depth.	Bidders are required to make their own assessment / survey of existing structures in the influence zone of the tunnel.
L&T	Package 2	100	General		NA	Kindly provide the Location of historic/heritage buildings/protected structures along the alignment	Bidders are required to make their own assessment / survey of historic/heritage buildings/protected structures along the alignment.
L&T	Package 2	101	Vol 3A_Tech Schedules_Annex II		Dates for Providing Right of Way of Construction Zone	Contractor request Engineer to clarify following a) What is EROW referred? b) Is EROW indicated belongs to one side or both sides? c) Certain stretch of ramps, no ROW is allocated. Kindly provide the boundary of the permanent structure.	Tender Conditions Prevail.
L&T	Package 2	102	Vol 3A_Tech Schedules_Annex II		Dates for Providing Right of Way of Construction Zone	It was mentioned in the tables that Influence Zone is 2.5 D from center of each tube for NATM & TBM Tunnels. However, note below the table indicates 2.5D influence from either side of each tube, which is contradictory. Contractor requests Engineer, which to be followed.	Please refer Amendment-2.
L&T	Package 2	103	Vol 3A_Tech Schedules_Annex II		Dates for Providing Right of Way of Construction Zone	Is Contractor allowed to consider zone of influence based on the excavation depth instead of uniform influence zone of 2.5D for ramp, tunnel and NATM. Kindly Clarify,	Tender Conditions prevail.
L&T	Package 2	104	Vol 3A_Tech Schedules - Annex I Volume - 4_Tender Drawings Package 2		1.1 The significant parameters of the scope of the work involved in the contract are mentioned below GA drawing for Electrical cross passage	In Section 1.1 of Vol 3A indicates 10 cross passage, where in volume 4 (drawings) indicates 9 electrical cross passage. Kindly clarify the discrepancy	As per Tender Drawings
L&T	Package 2	105	Vol 3A_Tech Schedules - Annex I		1.10 Ventilation Shafts	Kindly provide the locations of ventilation shafts along the TBM and NATM alignment and their typical cross sections.	Tender Conditions Prevail.
L&T	Package 2	106	Vol 3A_Tech Schedules - Annex I		5. Typical Cross Sections (TCS) of the Project Tunnel	For NATM only one typical cross section (TCS-5) is provided in the table. However as per tender drawings Vol 4, different NATM typical Sections with regular cross section, arch invert, intersection of main tunnel with E/Es. Kindly specify the locations of these cross sections along the tunnel alignment and update the corresponding lengths in the table.	Tender Conditions Prevail.

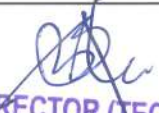
concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	107	Vol 3A _Tech Schedules - Annex I		7.1. Intermodal Hubs at Shaft Location:	It is specified that all shaft locations to be developed as 5 level intermodal hubs. Kindly provide structural drawings for the same.	Tender Conditions Prevail.
L&T	Package 2	108	Vol 3A _Tech Schedules_Schedule - DSection 1&Vol 5 - DPR - Chapter 11: Codes andReferences		1.6 Codes and Standards	Kindly specify the order of precedence of codes.	Preference shall be given to Indian codes however international standards can be used when necessary.
L&T	Package 2	109	Vol 3A _Tech Schedules Schedule DSection 3 Tunnels		3.2.5 Loading Conditions d)iii)	It is specified that," a minimum load based on a dead and live load of 50 kPa (up to 2storey)/110kPa (3 to 7 storey) at the foundations shall be used. Contractor requestengineer to provide per floor increase load instead of having uniform load of 110kPa for3 to 7 storey building.	Clause is self explanatory.
L&T	Package 2	110	Vol 3A _Tech Schedules_Section 3 -TBM TUNNELS		3.2.5.vi.) Hydrostatic Pressures	Kindly specify the design ground water table levels for design during service stage andconstruction stage. Also explain what is the definition of vi. a.normal condition ofhydrostatic pressure.	Please note the normal condition implies the water table as interpreted from the ground investigation of detailed design stage.
L&T	Package 2	111	Vol 3A _Tech Schedules_Section 3 -TBM TUNNELS		3.2.5.vi.) Hydrostatic Pressures	Contractor understand HFL indicated refers to maximum ground water level. IsContractor understand correct.	Tender Conditions Prevail.
L&T	Package 2	112	Vol 3A _Tech Schedules_Section 3 -TBM TUNNELS		3.2.19 Ground Movements	Contractor request Engineer to specify the allowable limits of ground movement.	Tender Conditions Prevail.
L&T	Package 2	113	Vol 3A _Tech Schedules_Section 3 -TBM TUNNELS & Section 4 NATMTunnels		3.2. 5 Loading Conditions vi. Hydrostatic Pressures &4.6 Design Loads (vi) Hydrostatic pressure,	Hydrostatic Pressure conditions: As per clause 3.2.5, One metre above 20-year Floodlevel or 1.5m above known HFL and as per per clause 4.6, 1 in 50 year return period +1.0 m allowance for sea water rise. Kindly clarify the discrepancy.	Tender Conditions Prevail.
L&T	Package 2	114	VOL_5_DPR		1.6.9. Geotechnical & Geophysical Investigation	As specified kindly share the prefinal geotechnical interpretative report. (Volume III Pre-final GIR)	The provision of cross passage has been made as per codal provision. However, the Concessionaire has to design the tunnel on its own.
L&T	Package 2	115	Volume - 4_Tender DrawingsPackage 2		Typical Cross Section for Cross Passages	In the typical cross-section of the cross passage, the connection between the twin tunnelsis shown at a 90-degree angle. For vehicular cross passages, it is understood that a flareangle would be required to facilitate smooth turning and vehicle maneuverability.Pleaseclarify	The provision of cross passage has been made as per codal provision. However, the Concessionaire has to design the tunnel on its own.
L&T	Package 2	116	Vol 5 - main Report with annexure		1.7.3 Typical Cross Section and TCS Schedule	Is contractor permitted to propose alternative construction approaches based on site-specific feasibility and constraints.	No Concessionaire is not permitted to Change TBM tunneling with NATM or cut and cover or NATM with cut and cover or cut and cover with NATM.
L&T	Package 2	117	General			Kindly provide AutoCAD drawings of the tunnel alignment, including horizontal andvertical profiles, to ensure accurate understanding of the proposed layout.	KMZ file of alignment is uploaded on e-portal.


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L&T	Package 2	118	General			Request details and drawings of any existing metro lines, bridges, flyovers, or other major civil structures that intersect or run adjacent to the proposed tunnel alignment.	Tender Conditions Prevail., The plan and profile shows the location and disposition of the infringing structures, suitable assumptions shall be made by the bidder.
L&T	Package 2	119	General			Please provide information and mapping of any known underground obstructions such as old tunnels, foundations, piles, utilities, or sub-surface structures that may impact tunneling operations.	Tender Conditions Prevail.
L&T	Package 2	120	General		TBM	Please clarify if there is a mandatory requirement regarding the minimum number of TBMs to be deployed for the project.	Yes 4 number of TBMs for each package
L&T	Package 2	121	General		GIR	Kindly share the geotechnical investigation reports (GIR), borehole logs, and sub-soil profiles along the tunnel and ramp stretches, including relevant soil and rock parameters.	Borehole Log data is uploaded on e portal.
L&T	Package 2	122	General		Utilities	Kindly provide the existing utilities details and drawings for entire alignment. Are there any existing underground utilities that need relocation?	All obstructing utilities shall be shifted by Concessionaire on CoS basis as per Cl. 11.2 of Concession Agreement
L&T	Package 2	123	General		Work Area	Request for work area drawings at proposed TBM launch and retrieval shaft locations to facilitate planning for site establishment and shaft construction.	Tender Conditions Prevail, No Additional area beyond ROW will be provided by the employer, Any additional land required at site to be arranged by the concessionaire
L&T	Package 2	124	General		TBM	Please confirm if the Concessionaire has the flexibility to optimize or propose the TBM path, changes in the alignment during the construction.	Tender Conditions Prevail.
L&T	Package 2	125	General			Kindly provide the work area drawings for entry/exit ramp portions.	Tender Conditions Prevail, No Additional area beyond ROW will be provided by the employer, Any additional land required at site to be arranged by the concessionaire
L&T	Package 2	126	General			Kindly provide the locations and areas for casting yard, stacking yard and muck dumping yard.	Tender Conditions prevail.
L&T	Package 2	127	General				As per Annex-II of Schedule A
L&T	Package 2	128	General			Kindly provide the KMZ/KML file for the tunnel and ramp alignment to facilitate geo-referencing.	KMZ file of alignment is uploaded on e-portal.
L&T	Package 2	129	General			Kindly indicate if there are any restrictions on blasting activities (e.g., limited to non-peak hours) for NATM tunnel sections.	All restrictions by urban bodies and law enforcing Govt agencies shall be applicable as per prevalent law.
L&T	Package 2	130	General			Request for detailed structural drawings showing the interface and connection between the NATM ramp and the main tunnel alignment.	Refer drawing number - RCS 404; Concessionaire shall do the detailed design further.
L&T	Package 2	131	General		Traffic Management	Kindly specify the minimum number of traffic lanes to be maintained during construction in urban areas.	Tender Conditions Prevail.
L&T	Package 2	132	General			Request for key dates and milestone events such as TBM launch, breakthrough, NATM commencement, shaft readiness, etc., if predefined.	Construction programme following the milestones as per bid documents shall be prepared by the submitted Concessionaire for approval of Independent engineer.
L&T	Package 2	133	General			Request for the existing building condition survey report for all structures lying above or adjacent to the tunnel alignment, to assess potential impact and plan instrumentation/monitoring.	Bidders are required to make their own assessment / survey of existing structures in the influence zone of the tunnel.

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L&T	Package 2	134	Volume 4 Drawings Package 2 Signed		IMAGE	Please provide details for the NATM connection with the tunnel. It appears that a longer interconnection length is required, which needs to be assessed for feasibility.	Refer drawing number - RCS 404; Concessionaire shall do the detailed design further.
L&T	Package 2	135	Volume 4 Drawings Package 2 Signed		IMAGE	kindly provide existing metro tunnel settlement monitoring reports to assess ground behavior for the NATM tunnel construction below.	The concessionaire has to do self assessment before bidding
L&T	Package 2	136			NATM	Please specify the exact settlement/vibration limits (vertical/horizontal displacement, angular distortion) for the metro tunnel during NATM construction beneath it, and clarify contractual risk allocation and required mitigation measures if these limits are exceeded.	For the sake of clarity please note detailed design shall cover the risk assessment and there shall be no damage to adjacent BCS due to construction impact. Also please refer clause 3.4 of the same document.
L&T	Package 2	137			TBM	Are there any restrictions or special requirements governing TBM launch and retrieval activities, including but not limited to: permitted construction methods, working hour limitations, noise/vibration controls, ground movement thresholds, or interface requirements with adjacent structures?	Rules laid out by local authorities shall be followed for permissions and work environment. For construction impact also refer clause 3.4.
L&T	Package 2	138	Volume 4 Drawings Package 2 Signed		IMAGE	Kindly provide the traffic diversion proposal during the construction of the cut & cover box at this intersection. Also it seems there is clash with existing metro station Entry/Exit. Kindly clarify.	The alignment is planned in accordance and discussion with BMRL for each and every metro crossing. For road diversion during construction, the concessionaire has to do self assessment before bidding.
L&T	Package 2	139	Volume -3A		7.2 Technical Specifications, 7.2.1 33kV System, 1. General	Kindly provide the traffic diversion proposal during the construction of the cut & coverbox at this intersection. Also it seems there is clash with existing metro station Entry/Exit. Kindly clarify.	The alignment is planned in accordance and discussion with metro for each and every metro crossing. For road diversion during construction, the concessionaire has to do self assessment before bidding.
L&T	Package 2	140	Volume -3A		7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per specification, 33kV GIS substation shall be constructed at the tunnel portal by the client. Bidder understands that the 33kV substation building will be constructed by Client and handed over to the Bidder. Kindly confirm.	Kindly Refer Amendment -2, Substations for power supply shall be provided by Concessionaire.
L&T	Package 2	141	VOLUME-4 Drawings		Main Electrical Schematic (BBMP-EM-002)	Bidder understands that scope starts from the termination of 33kv cable at the Switchgear. Kindly confirm. 33kV cables from (110kV/33kV Grid station) power supply service provider to till 33kV panel (shall be in the scope of client. Kindly confirm) If the cable is in Bidder's scope, kindly provide the length of cable required for each 33kV substation (VS-1, VS-2, VS-3, VS-4 & VS-5.)	No. Contractor will be required to liaison with the BSMILE and state electricity board for laying of 33 KV cables from the 110KV/33KV Grid station to 33KV GIS at VS-1, VS-2, VS-3, VS-4 & VS-5. Contractors to separately discuss with Authority for SITC for 110KV/33KV Grid station. Length of 33KV cables from 110/33KV grid station to be worked out by the contractor at the time of detailed design.
L&T	Package 2	142	VOLUME-4 Drawings		1. MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION 2. MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION	As per the specifications, the 33 kV GIS substations at the tunnel portals are to be constructed by the client. The bidder understands that these substations will be located at VS-1, VS-2, VS-3, VS-4 and VS-5. Kindly confirm and provide relevant drawings.	Kindly Refer Amendment -2, Substations for power supply shall be provided by Concessionaire.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	143	Volume -3A		7.2 Technical Specifications, 7.2.1 33kV System, 1. General	Bidder understands that all substations located in the cross passages shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION" (Page 113 of 149), and that substations located in the vertical shafts and near the entry and exit ramps shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION" (Page 114 of 149). Kindly confirm.	Tender Conditions Prevail.
L&T	Package 2	144	Volume -3A		7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per the specifications, two incoming feeders from the SEB shall be provided for each substation; however, the Main Electrical Schematic (BBMP-EM-002) shows only one 33kV line per substation. Kindly clarify this discrepancy.	2 incoming feeders (1W + 1 redundant) are to be considered by the contractor and will be in their scope. This is indicated in the schematic.
L&T	Package 2	145	Volume -3A		7.2.4 Diesel Generator Sets	As per the specifications, there shall be two outgoing feeders to 33/11kV transformers for each substation. However, the Main Electrical Schematic (BBMP-EM-002) indicates only one outgoing feeder to a 33/11kV transformer per substation. Kindly clarify this discrepancy.	No. There is only one no. 33/11kV transformer at each Ventilation station (i.e. VS-1, 2, 3, 4 & 5), hence only 1 outgoing feeder to be considered. This has been clearly stated in the technical specifications.
L&T	Package 2	146	Volume -3A		8. Distribution Cabinets - Jet Fans	1. As per the specification, 2000 kVA, 11 kV diesel generator sets are to be provided along with associated accessories including a Neutral Grounding Resistor Panel. However, the NGR panel is not shown in the Main Electrical Schematic (BBMP-EM-002), kindly clarify. 2. Kindly clarify the operation philosophy of diesel generators. 3. The DG load is shown to be the same as the transformer load, and it is understood that 100% DG backup is considered in the design. Kindly clarify whether this requirement can be revisited or optimized during the detailed design stage, based on critical load assessment.	1. NGR to be considered. Schematic is only a representation and not a detailed schematic. This shall be part of detailed design stage. 2. Operation philosophy shall be part of detailed design stage. 3. Yes the requirement can be revisited or optimized at the time of detailed design stage.
L&T	Package 2	147	Volume -3A		7.2 Technical Specifications, 7.2.1 33kV System, 1. General	As per specification, jet fans are to be fed through reversible soft starter panels. However, the Main Electrical Schematic (BBMP-EM-002) shows the jet fans being fed through VFDs. Kindly confirm VFD or soft starter.	Consider VFD's.
L&T	Package 2	148	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	The specification uses the terms "33 kV GIS substation" and "33/11 kV grid substation" interchangeably. We understand that both refer to the same substation, which includes step-down transformation from 33 kV to 11 kV. Kindly confirm that this interpretation is correct.	33/11kV grid station comprises of 33kV GIS, 33/11kV transformer and 11kV GIS.
L&T	Package 2	149	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	1. The schematic does not indicate loads for parking spaces, charging stations and retail areas; kindly clarify whether supply to these loads are within the contractor's scope, and if so, confirm whether a separate substation/transformer is to be provided, along with the respective load details for design consideration. 2. Kindly clarify whether any electrical loads are to be considered within the utility tunnels, and if so, please provide the load details.	1. Yes this will be in contractor's scope and separate substation will need to be provided at the time of detailed design stage. 2. Not at the DPR stage. These may be subject to modification at the time of detailed design stage.
L&T	Package 2	150	Volume-4 Drawings Package 2 Signed		Electric Schematic for Substation	Loads for drainage pumps and elevators are not shown in the schematic, please clarify.	Yes not shown at this stage as the exact location and numbers will be assessed at the time of detailed design stage.
L&T	Package 2	151	Volume-4 Drawings Package 2 Signed		Main Electrical Schematic (BBMP-EM-002)	Kindly clarify the working philosophy of the transformers. As per the drawings, one transformer is shown as working and the other as standby. Please confirm whether both transformers are intended to be loaded at 50% each (in parallel) to allow seamless load transfer without interruption.	No. The two transformers at each substation are not intended for parallel operation. Each transformer is capable to feed for the entire substation load.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	152	Volume-4 Drawings Package 2 Signed		Regular Cross section	1. 630 A breakers considered for the 10 MVA transformers appear to be underrated, kindly confirm whether these breaker ratings are indicative only and if they can be appropriately upsized during detailed design to meet actual load and fault level requirements. 2. Kindly clarify whether the equipment ratings indicated in the drawings are to be considered mandatory or minimum, and whether these ratings may be optimized during detailed design provided all requirements are met.	1. Breakers capacity are indicative only and can be appropriately upsized during detailed design stage. 2. The ratings may be optimized during detailed design stage.
L&T	Package 2	153	Volume-4 Drawings Package 2 Signed		Main Tunnel Lighting Layout	Kindly clarify whether the 33kV, 11 kV and 415 V power cables are to be routed through the utility trench within the tunnel.	Yes.
L&T	Package 2	154	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria		8.1.3. Tunnel ventilation during fire inside the tunnel	1. Kindly specify the required lux levels to be achieved inside the tunnels and at the entry/exit ramps. 2. Kindly clarify the interval spacing at which maintenance sockets are to be considered inside the tunnels.	Lighting report (relux simulation) have all been shared with the DPR.
L&T	Package 2	155	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria		8.1.5. Ventilation system types - (b)	As per clause 8.1.3, the design HRR is 30 MW, however in the same page (Pg 464) it is also mentioned as 50 MW. Bidder understands that the design fire load is 50 MW. Employer to kindly confirm on the fire HRR to be considered for TVS Design.	30 MW
L&T	Package 2	156	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria		Design Criteria	It is mentioned by Employer that "Appropriate jet fans shall be installed inside the duct above the vehicular tunnel areas and inside the shafts located at portals". Bidder understands that the reason for providing Jet fans inside the supply & exhaust duct of main TBM is because of the Ventilation fans (Supply & Smoke Exhaust) in the Ventilation stations is having limitation in ESP (External Static Pressure) to pump the required flow to the 3700 m Tunnel end. Employer to kindly confirm on the understanding [image]	Yes
L&T	Package 2	157	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria		8.1.5. Ventilation system types - 9. Fan positioning	It is mentioned by Employer that "The main tunnel ventilation equipment is required to handle hot smoke during a fire emergency and shall be rated for 400 deg C for 2 hours". The fire rating of Jet fans is 250 degC for 2 hrs and the fire rating of TVS Axial fans are 400 degC for 2 hrs. Employer to kindly confirm on the fire rating for both axial fan and Jet Fan corresponding to the design fire load (30 MW / 50 MW).	The fire rating is 250 degC only for both types of fans
L&T	Package 2	158	VOLUME -3 A Section 8 TUNNEL VENTILATION AND FIRE FIGHTING SYSTEMS - Design Criteria		8.1.5. Ventilation system types - 2. Duct and damper dimensions	It is mentioned by Employer that "Traditional jet fans shall be positioned at every 115m". Bidder understands that, 1. The capacity of all jet Fans shall be 90000 cmh and static pressure as 500 Pa. Kindly clarify whether this requirement can be revisited or optimized during the detailed design stage, based on ventilation requirement. 2. 90000 cmh and 500 Pa ESP will be placed every 115 m throughout the tunnel length (inside the Supply & Exhaust Duct) of TBM. 3. 90000 cmh and 500 Pa ESP will be placed every 115 m throughout the tunnel length of C&C and NATM inlet & exit ramps. Employer to kindly confirm	1) No, it is not recommended to revisit the fan requirements as it is carried out considering the fire scenario. The only possible thing is to control the flow rate of the fans by using variable speed drives based on ventilation requirement 2) Yes, it is correct as mentioned


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	159	VOLUME -3 ASection 8TUNNEL VENTILATION ANDFIRE FIGHTING SYSTEMS - DesignCriteria		Design Criteria	It is mentioned by Employer that "The fresh air injection sizing shall be based on the fresh air supply. The fresh air openings of size 2.4 m2 shall be provided for each 115 m distance. The typical extractor sizing shall be 60% more than the fresh air vent sizing (4m2)." Bidder understands that Exhaust Air opening will be 4 m2 provided at every 115 m of the Tunnel length as well. Kindly confirm.	Yes, it is correct, the exhaust air opening is larger than fresh air opening. This size is only used during fire scenario. During normal operation, the size of the the exhaust air opening is maintained same as fresh air opening by using damper
L&T	Package 2	160	VOLUME -3 ASection 8TUNNEL VENTILATION ANDFIRE FIGHTING SYSTEMS - DesignCriteria		General	It is mentioned by Employer that "Based on present traffic volumes the HGV percentage is likely to be less than 5% of overall traffic volume." Employer to kindly share the Traffic Volume (AADT) considered for design	Only PCU are allowed in the tunnel. The ventilation design is carried out for 100 % PCU units and for the maximum emission scenario (50 kmph). The number of vehicles considered for each tunnel section are mentioned in table 16 of the DPR document.
L&T	Package 2	161	Volume-4-tender drawings PACKAGE-1		TUNNEL LINE DIAGRAM RC/1640/HO/HBT/TU/DWGD/01/R0 RC/1640/HO/HBT/TU/DWGD/02/R0 RC/1640/HO/HBT/TU/DWGD/03/R0	Employer to kindly share the fire zoning length in which smoke has to be contained	Maximum 200 m from fire source in one direction.
L&T	Package 2	162			1. MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION 2. MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION	Bidder understands that all substations located in the cross passages shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV SUB-STATION" (Page 113 of 149), and that substations located in the vertical shafts and near the entry and exit ramps shall follow the layout specified in "MAIN TUNNEL LAYOUT OF 11/0.433 kV NITCH SUB-STATION" (Page 114 of 149). Kindly confirm.	Yes the understanding is correct. However these may subject to change at the time of detailed design.
L&T	Package 2	163	General			Employer to kindly share the CAD drawing of Tunnel Alignments (Plan & Profile) for working of tunnel ventilation system design.	Tender Conditions prevail.
L&T	Package 2	164	Volume - V main Report with annexure		1.7.10 Ventilation	It is mentioned that "Details of design of Tunnel Ventilation system is provided in Volume II-D." Employer to kindly share Volume II-D for better understanding of TVS design	Tender Conditions prevail.
L&T	Package 2	165	Volume 4 Tender drawings Package 2(RC/1640/HO/ HBT/TU/DWGD/ 01/R0, RC/1640/ HO/HBT/TU/DW GD/02/R0)		-	As per the referred firefighting system layouts, bidder understands that the total number of fire water pump houses is "three" for package 1 i.e., at one number at each of the TBM launching shaft of package 2. Kindly confirm our understanding.	There are only 2 pump houses for package 1, each for one shaft.
L&T	Package 2	166	Volume 3A		8.2.7 Fire Pumps	As per Clause 8.2.7, the specified fire pump head is 350m (~35 bar), whereas hydrants and accessories are rated for a maximum of 21 bar as per IS standards (IS 5290, IS 904, IS 903, IS 884). Market-available valves are typically rated up to 21 bar. We understand that the pump head is indicative, and the actual head will be designed to meet the minimum pressure requirement of 3.5 bar at the hydraulically remotest point. Kindly confirm.	Tender Conditions prevail.
L&T	Package 2	167	Volume 3A		8.2.3 Fire Hydrants	Kindly provide clarification regarding the specification and quantity of 2½-inch fire hoses required for connection to the landing valves	Specification of the Hose pipes, 100 mm diameter, PVC material, 23 kgf/cm2 pressure. These are available at every 45 m
L&T	Package 2	168	Volume 3A		8.2.4 Hose Connections	Bidder understands that this hose is first-aid hose reel. As per referred clause, diameter of the hose shall be 100 mm. However, as per IS 884, diameter of the first aid hose shall be 25 mm. Kindly clarify.	The 100 mm pipe size is proposed to handle water pressure of 23 kgf/cm2 effectively. However it is possible to revisit the the sizing during detailed design stage. This will not have any impact on the cost.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	169	Volume 3A		8.2.7 Fire Pumps	The UL/FM approved fire water pumps, Valves/specialties are considered for this project. Kindly confirm.	Yes, all the equipments are UL/FM approved. Bidder shall ensure the same with other specifications proposed
L&T	Package 2	170	Volume 3A		8.2 Firefighting equipment	Please clarify the requirement of clean agent system for electric/electronic hazard related rooms.	: Clean agent system with Novec 1230 agent is recommended for the electrical system. However, the concessionaire can decide on the other options available during detailed design stage
L&T	Package 2	171	Volume 3A		6. Technical Requirements of the Diesel Engine and Auxiliary System - xiii	The technical specification for number of hours of operation to be considered for sizing the bulk oil tank is not available in the tender specifications. Please provide the same to arrive at the tank capacity.	In the ventilation design context, the diesel pump should run for atleast 30 min.
L&T	Package 2	172	Volume 3A		-	The technical specifications for passenger lift, car lift, escalators are not available in the tender documents. Kindly provide the same.	The conceptual floor plan is given in the tender drawing. However, bidder has to plan/ self assessment for the said activity.
L&T	Package 2	173	Volume 3A		8.2 Firefighting equipment	As the Indian OEMs are not complying the EN standards and EN complied components are not compatible with Fire Tenderer Equipment, Kindly provide acceptance to follow with IS standards (IS 5290, IS 636, IS 884 etc.,) instead of EN standards.	: It is accepted to have IS standard equipments with the same specifications as mentioned. Bidder shall follow the compatible norms.
L&T	Package 2	174	VOLUME-5 DPR		General	Kindly provide the occupants details (including Visitors) in control building & substation. The occupants detail are required to design the water tank capacity.	To be assessed at the detailed design by the concessionaire
L&T	Package 2	175	VOLUME-5 DPR		General	Kindly provide confirmation on the whether water requirement is applicable to all substation.	Yes, it is applicable to all substations
L&T	Package 2	176			General	Kindly confirm on municipal water supply will be available with 2.5 bar pressure nearby control building & substation. The bidder assume that the municipal water will be potable. Kindly confirm	Bidder has to do self assessment
L&T	Package 2	177	VOLUME-5 DPR		General	Bidder needs confirmation on the requirements of hot water supply system in control building & substation.	Bidder has to do self assessment
L&T	Package 2	178	Volume 3A		Clause 6.1 Drainage system of Tunnel	Bidder request to provide technical specification for water supply, seepage water, sewage systems.	Bidder has to do self assessment
L&T	Package 2	179	VOLUME-4		General	Kindly provide co-ordinates or location of take -off point for water supply	Bidder has to do self assessment
L&T	Package 2	180	VOLUME-4		General	Bidder request to provide external tie in connection (coordinate) of Existing Storm and Sewage system	Bidder has to do self assessment in co-ordination with competent authority
L&T	Package 2	181	VOLUME-5 DPR		General	Bidder needs confirmation on the selection of working of number of hydrant (whether discharge from 2 or 3 hydrants) during firefighting event in the design of tunnel drainage sump.	3 hydrants
L&T	Package 2	182	VOLUME-4		General	Bidder request to provide Floor plan details for pump room	The concessionaire shall prepare the floor plan for services at detailed designed stage.
L&T	Package 2	183	Volume-3A VOLUME-4 Drawings Package 2 Signed		1.7 Cross Passage	The cross passages are to be provided at regular interval of 500 m as specified in Annexure- B of IRC:SP:91-2019. Referring to above clause, The interval between Cross Passages are more than 750m in certain locations as per Tunnel plan & profile provided in the drawings which is contradictory to the mentioned clause. Employer to clarify.	The cross passages shall be as per IRC:SP:19-2019.
L&T	Package 2	184	VOLUME-4 Drawings Package 2 Signed		Shaft 1 Hebbal Conceptual 3D drawing	From the drawing it is understood that a Bus stand has to be developed in the ground floor of the intermodal hubs apart from the platform provided in basement level 5. Employer to confirm.	Yes

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	185	VOLUME-4 Drawings Package 2 Signed		Shaft Plan drawings	Plan drawing for Services floor at level 4 (Basement 4) of the intermodal hubs to be provided as the same is missing. Request Employer to provide the same.	Tender Conditions Prevail.
L&T	Package 2	186	Volume-3A		4.1 Depot Design	Location of these depots is not envisaged in the tender drawings. Kindly confirm the scope of Depots and applicable location drawings and required specifications.	Tender Conditions Prevail.
L&T	Package 2	187	Volume-3A		8. Intermodal Hubs at Shaft Location	Location and number of EV Charging stations are required for cars is not envisaged intender. Request Employer to provide the same.	Tender Conditions Prevail.
L&T	Package 2	188	Volume-3A		7.2.12 FIRE DETECTIONLinear fire detection system (tunnel tube)	We understand that Linear Heat detection system is not required in the ramp portion of the tunnels (Tunnel Ramp, Entry/ Exit Ramps). Kindly confirm the same.	Yes.
L&T	Package 2	189	Volume-3A		LINEAR FIRE DETECTION SYSTEM	Redundancy/ dual run of LHDS Cables in tunnel is not envisaged in tender document. Kindly confirm.	Yes.
L&T	Package 2	190	Volume-3A		f. EMERGENCY PUSH BUTTON "FIRE"i. EMERGENCY MANUAL CALL POINT (MCP)	We understand that both the referenced clauses pertain to the Manual Call Point (MCP), intended for manual activation of fire alarms by personnel. Requesting the Employer to kindly confirm this interpretation.	Yes.
L&T	Package 2	191	VOLUME-4 Drawings Package 2 Signed		BBMP-EM-015Tunnel Automation System SCADA System Architecture	Based on the provided architecture, we understand that each package includes a single control room, which is interfaced with each other via OPC. Kindly confirm the following points: Please confirm whether a redundant or sub-control room is required for each package, or if a single control room per package is sufficient. Kindly clarify which package contractor is responsible for the integration between the control rooms of Package 1 and Package 2	Yes the understanding is correct. Single control rooms per package is presently considered. However this may subject to vary at the time of detailed design stage. The clarification regarding integration of control rooms by which package contractors will need to be sought from BSMILE at later stage.
L&T	Package 2	192	Volume-3A		7.2.14 Closed Circuit Television System2. Scope Of Work	As per Employer's specification "The CCTV system for tunnel shall have outdoor fixed box cameras installed at every 150m interval along the entire length of the tunnel". Based on our previous project experience, the performance of video analytics significantly decreases when the distance between cameras exceeds 60 meters. We recommend the employer revise the camera placement interval to 50 meters to ensure optimal performance.	The actual distance of camera based on video analytics will be assessed by the contractors at the time of detailed design.
L&T	Package 2	193	Volume-3A		7.2.14 Closed Circuit Television System2. Scope Of Work	The primary management server shall be installed at Control station -1 and Backup management server shall be placed at Control station - 2 to provide HOT redundancy at management server level between Control Referring to above Employer's specification clause, Kindly provide the location of Control Station 2, as it is not indicated in the provided drawings.	Control station-1 at VS-2 and Control station-2 at VS-4
L&T	Package 2	194	Volume-3A		7.2.14 Closed Circuit Television System2. Scope Of Work	Employer's specification states that "The CCTV system for tunnel shall have outdoor fixed box cameras installed at every 150m interval along the entire length of the tunnel. There shall be 2 HD outdoor PTZ cameras at both portals of the tunnel". Kindly confirm the below: 1) The fixed box cameras are also to be provided in the entry and exit ramps 2) PTZ Cameras are to be provided at the entrance portals of all the entry and exit ramps	Yes the cameras are to be considered at the portals of entry and exit ramps
L&T	Package 2	195	Volume-3A		1.11 Lighting, Electrical and Mechanical facilities:	Kindly confirm the requirement of the below mentioned traffic control system devices/signages as the same is not available in the specifications: 1) Lane control and speed limit signs 2) Variable message signs 3) Traffic signals 4) Inductive loop devices 5) Emergency services communication with Fire, Police & DMD	These shall be included in detailed design stages
L&T	Package 2	196	Volume-3A		General	Provide the type of cables for all ELV Systems (Fire survival properties, Armouring, etc.)	Tender Conditions Prevail.
L&T	Package 2	197	Vol 1 - RFP, Clause 2.2.2 (A) (iii)		Definition of "Completion" for Technical Experience	To ensure objective evaluation, will the Authority please confirm that for the purpose of assessing Technical Capacity under Clause 2.2.2 (A), a project shall be deemed "completed" upon the issuance of its Provisional Completion Certificate (or equivalent document), irrespective of its status in the Defects Notification Period or final handover?	Tender Conditions Prevail.

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L&T	Package 2	198	Vol 1 - RFP, Clause 2.2.2 (A)		Specificity of Tunneling Experience	For the mandatory tunneling experience, will the Authority please specify the minimum acceptable diameter of the TBM used and the geological conditions (e.g., rock, soil, mixed-face) for the cited project to be considered eligible?	Clause 2.2.2(A) of Volume I - RFP is self-explanatory and shall be interpreted strictly as per the provisions of the RFP. This clause does not relate to specific experience of tunneling. For mandatory experience of tunneling please refer clause 2.2.2(AA) and 2.2.2(AAA).
L&T	Package 2	199	Vol 1 - RFP, Clause 2.2.2		MOU with EPC Contractor	We request employer to delete the following:[...]Furthermore, in case of any unavoidable reasons if the Selected Bidder wants to change their EPC Contractor after they are awarded the contract, they must get an approval regarding the same from the Authority, and the credentials of the proposed new EPC contractor satisfy or exceed the requirements set forth in 2.2.2.(AAA)[...]	Tender Conditions Prevail.
L&T	Package 2	200	Vol 1 - RFP, Clause 2.2.8		Conflict of Interest	Regarding the Conflict of Interest clause, will the Authority please confirm that the engagement of common non-core technical, financial, or legal advisors by two or more different bidders would not, in itself, be considered a Conflict of Interest, provided there is no sharing of bid-specific sensitive information?	Yes, such bidders will have conflict of interest.
L&T	Package 2	201	Vol 1 - RFP, Clause 2.13.3 & App-IA		Power of Attorney (POA) Format	We note the prescribed format for the Power of Attorney. Will the Authority permit minor, non-substantive deviations in the wording of the POA to align with the bidder's internal corporate governance policies, provided the legal effect, scope of authority, and enforceability are identical to the format in Appendix-IA?	Tender Conditions Prevail, No such change in the POA format shall be allowed.
L&T	Package 2	202	Vol 1 - RFP, Clause 2.20.7		Bid Security Forfeiture	Clause 2.20.7 allows for forfeiture of Bid Security if the successful bidder fails to sign the Concession Agreement. Will the Authority confirm that this forfeiture clause shall not apply if the final Concession Agreement presented for signature contains substantive amendments or deviations from the draft agreement issued with the RFP?	Tender Conditions Prevail.
L&T	Package 2	203	Vol 2 - Art. 10.3 & 10.4		Scope of "Unencumbered" Right of Way (ROW)	To ensure clarity and prevent future disputes regarding the handover of the Site, will the Authority please confirm that the term "unencumbered Right of Way" under Article 10.3 means a site completely free of all surface and sub-surface utilities (including but not limited to electrical cables, water mains, sewer lines, and optic fibres), and that the responsibility and cost for all necessary diversions lie solely with the Authority?	No. The cost of utility diversion shall be borne by the Authority.
L&T	Package 2	204	Vol 2 - Art. 5.1.4 & Art. 16		Geological Surprises & Geotechnical Baseline Report (GBR)	To provide a clear baseline for bidding, will the Authority please confirm that the Geotechnical Baseline Report (GBR) provided in the Data Room represents the contractually agreed-upon baseline for sub-surface conditions? Further, please confirm that if the Concessionaire encounters physical conditions materially more adverse than those described in the GBR, this will be deemed a Change of Scope under Article 16, entitling the Concessionaire to full compensation for time and cost.	No baseline Geotechnical Baseline Report shall be provided by Authority. Bidders are required to prepare their own Geotechnical Report.
L&T	Package 2	205	Vol 2 - Art. 28.1(b) & Art. 10.3		Interface with Other Contractors/Agencies	The project requires interfacing with multiple agencies and other contractors. If the Concessionaire's work is delayed or disrupted due to the failure of performance by another contractor appointed by the Authority or any other Government agency, will this event be explicitly classified as an "Indirect Political Event" under Article 28, entitling the Concessionaire to claim for Extension of Time and cost compensation?	Tender Conditions Prevail.
L&T	Package 2	206	Vol 2 - Art. 24 & Art. 36		Impact of Competing Infrastructure on Traffic	The financial viability of the project relies on traffic projections. If the Government or any public authority develops or commissions a new road or public transport system that directly competes with the Project Tunnel and was not part of the city's master plan at the Bid Date, will this act be considered a "Change in Law" under Article 36, entitling the Concessionaire to compensation?	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	207	Vol 2 - Art. 36		Definition of "Change in Law"	Regarding Article 36, could the Authority please confirm that the definition of "Change in Law" also includes: (a) any change in the interpretation or enforcement policy of an existing law by a Governmental Agency, and (b) any change in consent or approval conditions imposed by a consenting authority, which has a material adverse financial effect on the Concessionaire?	Tender Conditions Prevail.
L&T	Package 2	208	Vol 2 - Art. 4.1.2 & Art. 4.2		Assistance in obtaining Permits	While the Concessionaire is responsible for obtaining certain permits, its success often depends on the active support of the Authority. Could the Authority please elaborate on the specific actions it will undertake as part of its "reasonable assistance" under Article 4.2 and define a reasonable timeframe for responding to and acting upon such requests for assistance?	Reasonable assistance is the level of support that a reasonably prudent person would provide under similar circumstances. While reasonable assistance implies a duty to cooperate, it does not guarantee a specific outcome or success.
L&T	Package 2	209	Vol 2 - Sch-H & Art. 16		Cost Determination for Change of Scope	For a Change of Scope under Article 16, where rates are to be derived from the market, what is the maximum time period for the Independent Engineer to determine these rates? Will the Authority agree that if the IE does not determine the rates within 30 days, the Concessionaire's quoted and substantiated rates will be used for provisional monthly payments until the final rates are agreed?	Tender Conditions Prevail., Please refer Cl. 16.2.2
L&T	Package 2	210	Vol 2 - Art. 10.3.7		Land for Temporary Works (Casting Yard, Site Office)	We request employer to provide land free of cost for temporary works like casting yard, site office, dumping yard, stores etc.	The Concessionaire shall be responsible for procuring land for or temporary works like casting yard, site office, dumping yard, stores etc. Please refer clause 5.1.4 (j), 5.1.4 (k)
L&T	Package 2	211	Vol 2 - Art. 33		Handover Requirements	To allow for accurate long-term financial planning for end-of-life major maintenance and handover, could the Authority provide more detailed, quantitative criteria for the required condition of key assets (e.g., maximum allowable pavement roughness, minimum remaining design life of ventilation equipment) at the time of transfer under Article 33?	Tender Conditions Prevail.
L&T	Package 2	212	Vol 2 - Art. 16 & GBR		TBM Performance and GBR	Will the Authority please confirm that if the Concessionaire can demonstrate through its operational data that TBM performance (e.g., daily advance rates, consumption of disc cutters) is materially and adversely impacted due to ground conditions being worse than those specified in the GBR, this will be considered grounds for compensation for both time and cost under Article 16?	Bidders are required to make their own assessment of geological, hydrological and gas conditions in tunneling. Concessionaire bears all risks of these conditions. No compensation for unforeseen geological, hydrological and gas conditions shall be made by Authority.
L&T	Package 2	213	Vol 2 - Art. 29 & 36		Cumulative Impact of Delays (Disruption)	If the Authority causes multiple, minor delay events, the cumulative impact of which disrupts the planned sequence and efficiency of works, will the Concessionaire be entitled to claim for "Disruption" costs (i.e., loss of productivity), separate from a claim for Extension of Time for any single critical delay?	Tender Conditions Prevail.
L&T	Package 2	214	Vol 2 - Art. 5.1.4 & GBR		Dewatering and Hydrogeology	If the Concessionaire is required to undertake a dewatering effort (in terms of volume of water pumped or duration of pumping) that is materially in excess of what could be reasonably anticipated from the hydrogeological data presented in the GBR, will this be considered an Adverse Physical Condition under Article 5.1.4, entitling the Concessionaire to a Change of Scope?	Bidders are required to make their own assessment of geological, hydrological and gas conditions in tunneling. Concessionaire bears all risks of these conditions. No compensation for unforeseen geological, hydrological and gas conditions shall be made by Authority.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	215	Vol 2 - Art. 4.1.2(a)		Legal Challenge to Fee Notification	In the event the Fee Notification issued by the Authority is legally challenged, resulting in a court order suspending or staying the collection of User Fees, will the Authority indemnify the Concessionaire for the loss of revenue for the full duration of such a stay? Will this be considered an Authority Default?	Court-ordered stays on fee collection shall be treated as Change in Law or Force Majeure, not as Authority Default.
L&T	Package 2	216	Vol 2 - Art. 24.1		Calculation of Total Concession Value (TCV)	Could the Authority please specify the exact discount rate (or the formula for its calculation) that will be used to determine the Net Present Value for the purpose of the Total Concession Value (TCV)? This is essential for all bidders to prepare their financial bids on a common and transparent basis.	Kindly refer clause 3.1.1 of Concession Agreement.
L&T	Package 2	217	Vol 2 - Art. 27		Sharing of Ancillary Revenue	Regarding ancillary revenue generated from commercial facilities developed under Article 27, will the Authority please confirm that 100% of such gross revenue shall be retained by the Concessionaire and will not be subject to any revenue sharing with the Authority for the entire duration of the Concession Period?	Yes 100% gross revenue shall be retained by the concessionaire. However, the statutory taxes payable like municipal property annual taxes and other taxes like advertisement taxes/fees wherever applicable shall be paid to appropriate govt. bodies.
L&T	Package 2	218	Vol 2 - Art. 26.3		Expansion of Exempted Vehicle List	If, at any time after COD, the Government issues a notification that adds new categories of vehicles to the list of those exempt from paying the User Fee, will this be treated as a Change in Law under Article 36, entitling the Concessionaire to full compensation for the assessed loss of revenue?	Cl. 27.3 of Concession Agreement for Exemption for Local Users has been deleted
L&T	Package 2	219	Vol 2 - Art. 32.3		Calculation of Equity Return upon Termination	To provide certainty to equity investors, could the Authority please provide a detailed, worked-out example of how the Termination Payment, specifically the "Adjusted Equity" component, will be calculated under various scenarios? What is the basis for the 15% rate used in the definition of Adjusted Equity?	Tender Conditions prevail.
L&T	Package 2	220	Vol 2 - Art. 19 & Sch-K		Revenue Loss during Major Maintenance	For periods of essential major maintenance undertaken in strict accordance with Schedule -K, which require lane closures that result in a demonstrable loss of revenue, will the Concessionaire be entitled to a "deemed revenue" credit towards the TCV for the duration of such planned maintenance activities?	Tender Conditions Prevail.
L&T	Package 2	221	Vol 2 - Art. 26.1		Authority's Right to Suspend Toll Collection	Will the Authority confirm that the Concessionaire's right to levy and collect User Fees cannot be suspended or interrupted for any reason, including an alleged breach of O&M obligations, until such a breach has been finally determined through the Dispute Resolution Procedure under Article 34?	Tender Conditions Prevail.
L&T	Package 2	222	Vol 2 - Art. 24.5 & Art. 31.4		Failure to Achieve TCV within Maximum Period	If the Total Concession Value (TCV) is not achieved at the expiry of the maximum Concession Period of 44 years, what is the recourse for the Concessionaire? Is there any terminal compensation payable by the Authority in such a scenario, particularly for the outstanding debt?	Tender Conditions Prevail.
L&T	Package 2	223	Vol 2 - Art. 26.2		Inflation Indexation of Tolls (WPI)	The User Fee escalation is linked to WPI. In the event of prolonged low inflation where the WPI is flat or negative for a period of, for example, three consecutive years, has the Authority considered a floor mechanism or a minimum annual escalation (e.g., 2%) to ensure the long-term financial sustainability of the project's O&M?	Tender Conditions Prevail.
L&T	Package 2	224	Vol 2 - Art. 5.1.4 & Art. 16		Contractual Status of Geotechnical Baseline Report (GBR)	To establish a clear contractual basis for assessing sub-surface risk, will the Authority please confirm that the Geotechnical Baseline Report (GBR) is a contractual document, and that any geological or hydrogeological conditions encountered that are materially more adverse than those described therein will automatically trigger the Change of Scope provisions under Article 16?	No baseline Geotechnical Baseline Report shall be provided by Authority. Bidders are required to prepare their own Geotechnical Report.
L&T	Package 2	225	Vol 3A - Sch-D		"Deemed to have Included" Clause	To ensure all bidders are pricing on a uniform basis, could the Authority confirm that the EPC Contractor's scope is strictly limited to the works and specifications explicitly detailed in the tender documents, and that there are no "deemed to have included" obligations for items not shown or specified?	Tender Conditions Prevail.
L&T	Package 2	226	Vol 3B - Sch-E & Sch-F		Subjectivity in "Tests on Completion"	To ensure an objective and transparent process for certifying completion, will the Authority please provide detailed and quantitative pass/fail criteria for all key "Tests on Completion" listed in Schedule-F?	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	227	Vol 2 - Art. 11.1 & Sch-D		Design Liability vs. Mandated Specifications	While the Concessionaire is responsible for the detailed design, Schedule D provides certain mandatory specifications. If a performance issue arises as a direct result of strict adherence to a mandatory design parameters specified by the Authority, who will bear the liability for rectification?	The construction shall be done as per prevalent IRC/MORTH/international codes, any contradictions between the specifications given in the Bid Documents and Codes shall be brought to the notice of Independent Engineer before implementation. Independent Engineer will decide the specifications to be adopted.
L&T	Package 2	228	Vol 3A/3B - General		Discrepancy Between Schedules	In the event of any discrepancy between the description of works in Schedule A, the details of Project Facilities in Schedule B, and the Specifications and Standards in Schedule D, what will be the governing order of precedence of documents for interpretation?	Tender Conditions Prevail.
L&T	Package 2	229	Vol 2 - Art. 29		Concurrent Delays	In the event of a delay caused by the Authority which is concurrent with a delay caused by the Concessionaire, will the Authority please confirm the principle that will be applied for granting an Extension of Time? Will the Concessionaire be entitled to an EOT for the period of the Authority's delay, irrespective of the concurrent delay?	Tender Conditions Prevail.
L&T	Package 2	230	Vol 2 - Art. 18.1		Compensation for Suspension Costs	In the event the Independent Engineer issues an instruction to suspend the works under Article 18.1 for reasons not attributable to the Concessionaire, will the Authority confirm that the Concessionaire is entitled to compensation for all reasonable, substantiated standby costs for its plant, equipment, and manpower for the full duration of the suspension?	Tender Conditions Prevail.
L&T	Package 2	231	Vol 2 - Art. 29		Cumulative Impact (Disruption)	If the Authority causes multiple, minor delay events or issues numerous clarifications, the cumulative impact of which disrupts the planned sequence and efficiency of works, will the Concessionaire be entitled to claim for "Disruption" costs (i.e., loss of productivity), separate from a claim for Extension of Time for any single critical delay?	Tender Conditions Prevail.
L&T	Package 2	232	Vol 2 - Art. 28.1(b)		Interface with Other Contractors	If the Concessionaire's work is delayed or disrupted due to the failure of performance by another contractor appointed by the Authority or any other Government agency, will this event be explicitly classified as an "Indirect Political Event" under Article 28, entitling the Concessionaire to claim for Extension of Time and cost compensation?	Tender Conditions Prevail.
L&T	Package 2	233	Vol 2 - Definitions		Currency Fluctuation Risk	As key project equipment such as the TBM will be imported, the project is exposed to significant currency fluctuation risk. Has the Authority considered any mechanism to share this risk? For instance, would the Authority consider treating a severe, unforeseen currency devaluation (e.g., >10%) as a Change in Law or a compensable event?	Tender Conditions Prevail.
L&T	Package 2	234	Vol 3B - Sch-H		Gaps in Price Escalation Formula	The list of materials for Price Adjustment in Schedule H does not appear to include critical, high-value consumables for TBM operation like cutter heads and tail-skin sealants, or bulk materials like diesel. Will the Authority consider including these items in the formula for price adjustment?	Tender Conditions Prevail.
L&T	Package 2	235	Vol 2 - Art. 11.1		Ownership of Design IP	Regarding the designs prepared by the Concessionaire, will the Authority please clarify who retains the intellectual property rights for the detailed engineering designs after the transfer of the project?	Tender Conditions Prevail.
L&T	Package 2	236	Vol 3A - Sch-D, Sec 900		Approval of Material Sources (Quarries)	If an Authority-approved source for materials (such as a specific quarry for aggregates) becomes unavailable for reasons not attributable to the Concessionaire, will the additional cost and time impact of sourcing and validating a new supply source be treated as a compensable Change of Scope under Article 16?	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
L&T	Package 2	237	Vol 2 - Art. 17.5		Instrumentation & Monitoring Data	Who is responsible for the interpretation of data from the Instrumentation and Monitoring systems? If the E's interpretation of the data leads to a work suspension which is later found to have been unnecessary, will the Concessionaire be compensated for the standby costs and delay?	Independent Engineers decision/interpretation in all cases shall be final and binding. Please refer Schedule Q for the role and functions of the Independent Engineer.
L&T	Package 2	238	Vol 3A - Sch-B		"Equivalent" Standard for Equipment	Where the specifications permit an "equivalent" standard or material to be proposed, what will be the specific procedure and criteria for determining equivalence, and what is the maximum time period for the Independent Engineer to approve or reject such a proposal?	Tender Conditions Prevail.
L&T	Package 2	239	Vol 2 - Art. 16.3		Valuation of Variations	When calculating the cost of a Change of Scope based on market rates under Article 16.3, what are the pre-agreed percentages that can be added for the EPC Contractor's overheads and profit margin?	Tender Conditions Prevail.
L&T	Package 2	240	Vol 2 - Art. 28		Definition of "Abnormal" Weather	To provide an objective basis for claims under Force Majeure, will the Authority please define "abnormally adverse climatic conditions"? For example, will a rainfall event that exceeds the 10-year average for any given month, as recorded by the India Meteorological Department, be automatically considered abnormal?	Tender Conditions Prevail.
L&T	Package 2	241	Vol 2 - Art. 28		Classification of Nationwide Strikes	Would a nationwide strike by a major transport union, which is not directed at the project itself but severely impacts the supply of materials, be considered a Political Force Majeure event (as it is beyond the control of anyone state) or a Non-Political Force Majeure event?	Tender Conditions Prevail.
L&T	Package 2	242	Vol 2 - Art. 30		Insurance Proceeds	In the event of damage covered by the project's insurance policies, will the Authority confirm that all insurance proceeds are to be deposited into the Escrow Account and be used exclusively for the repair, reinstatement, and reconstruction of the affected project assets?	Tender Conditions Prevail.
L&T	Package 2	243	Vol 2 - Art. 10.3 & Art. 11.5		Unidentified Utilities	If the Concessionaire encounters a major uncharted utility (not shown in any drawings provided by the Authority) that requires redesign or causes a suspension of work, will this be treated as an Adverse Physical Condition under Art. 5.1.4 and a Change of Scope under Art. 16, entitling the Concessionaire to full time and cost compensation?	Tender Conditions Prevail.
L&T	Package 2	244	Vol 2 - Art. 38.3		Protocol for Police Assistance	Could the Authority please define a specific protocol and establish a dedicated liaison officer for obtaining police assistance for traffic management under Article 38.3? This is critical to ensure the timely and orderly movement of construction vehicles and to minimize public disruption.	Liaison with police authorities shall be the obligation of Concessionaire. However, Authority shall provide required assistance in obtaining permissions.


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TATA

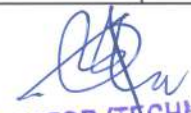
concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
TATA	Package 1 & 2	1	Volume 3-B, Schedules to Concessionaire Agreement (Schedule- G)	Clause 2.2	NA	Request clarification on mismatch of 15% in words and figures.	May Kindly refer Amendment 2.
TATA	Package 1 & 2	2	Volume 3-B, Schedules to Concessionaire Agreement (Schedule- E)	Clause 2	NA	Request to provide Utility Drawings and hand over land after diversion.	Tender Conditions Prevail.
TATA	Package 1 & 2	3	Volume 3-B, Schedules to Concessionaire Agreement (Schedule- E)	Clause 2	NA	Request to confirm tree removal by Authority at ramp locations.	May Kindly refer Amendment 2.
TATA	Package 1 & 2	4	Volume 3-B, Schedules to Concessionaire Agreement (Schedule- E)	Clause 2	NA	Request to confirm Authority will handle idol relocation and land handover.	Tender Conditions Prevail.
TATA	Package 1 & 2	5	Geotechnical Investigation Report and Bore hole data	N/A	NA	Request for complete Geotechnical Report with Bore Log Details.	Tender Conditions Prevail.
TATA	Package 1 & 2	6	Layout Drawings on Street Plans	N/A	NA	Request detailed drawings showing footprint, boundaries, and medians to be removed.	Tender Conditions Prevail.
TATA	Package 1 & 2	7	DCA	Clause 5.1.4 (j)	NA	Request Authority to provide casting yard land near alignment (e.g., Race Course).	Tender Conditions Prevail.
TATA	Package 1 & 2	8	DCA	Clause 5.1.4 (k)	NA	Request Authority to provide dumping yard land and relevant details.	Tender Conditions Prevail.
TATA	Package 1 & 2	9	Tree Cutting & Removal	N/A	NA	Request Authority to clear trees with girth >60 cm in footprint areas.	May Kindly refer Amendment 2
TATA	Package 1 & 2	10	RFP: NIT, Calendar of events for Tendering	NIT	NA	Request six weeks extension for bid submission to Oct 15, 2025.	Please refer Amendment-1
TATA	Package 1 & 2	11	Drawings in AutoCAD format	N/A	NA	Request for AutoCAD drawings for faster planning.	Tender Conditions Prevail.
TATA	Package 1 & 2	12	RFP	2.2.2(AAA)	NA	Request consideration of cost escalation for qualification project using indexation.	May Kindly refer Amendment 2.
TATA	Package 1 & 2	13	RFP	N/A	NA	Request confirmation that MEP, variation, and GST will be counted in project value.	Tender Conditions Prevail.
TATA	Package 1	1				Request you to kindly confirm whether commercial utilization of the excavated material can be done by the Concessionaire or his EPC Contractor?	Tender Conditions Prevail.
TATA	Package 1	2	Tree Cutting & Removal			Getting permissions for Tree Cutting in some stretches particularly the Botanical Garden could be challenging and commencement of works is likely to get delayed. Request the Authority to take Tree cutting / Tree Removal in the Scope of the Authority.	Tender Conditions Prevail.
TATA	Package 1	3	Volume -5 DPR			Request you to kindly confirm whether DPR shall be considered as part of Tender, Document i.e it will be part of Concession Agreement?	The Detailed Project Report (DPR) is provided for reference purposes only and shall not form part of the Concession Agreement.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
TATA	Package 1	4	Volume -4 Drawings: Layout Drawings on Street Plans			While we appreciate preparation and sharing of the L-Sections of the TBM Tunnel and the Entry Exit Ramps, along with Chainages and Elevations, we request you to kindly add Ground Water Table Levels along L-Section. Apart from this, it is requested to kindly, share excel file of the Chainages and Elevations.	Borehole details uploaded on e-portal.
TATA	Package 1	5	Volume-2, Concession Agreement	12.4.2	12.4.2 In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule- G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is	We could not find the maximum limit for liquidated damages in tender documents. Hence, we request you to kindly provide Limit to Liquidated Damages in terms of % of Contract Value as in any Project.	Tender conditions are self explanatory.
TATA	Package 2	1				Request you to kindly confirm whether commercial utilization of the excavated material can be done by the Concessionaire or his EPC Contractor?	Tender Conditions prevail.
TATA	Package 2	2	Tree Cutting & Removal			Getting permissions for Tree Cutting in some stretches particularly the Botanical Garden could be challenging and commencement of works is likely to get delayed. Request the Authority to take Tree cutting / Tree Removal in the Scope of the Authority.	Please refer Amendment-2
TATA	Package 2	3	Volume -5 DPR			Request you to kindly confirm whether DPR shall be considered as part of Tender, Document i.e it will be part of Concession Agreement?	The Detailed Project Report (DPR) is provided for reference purposes only and shall not form part of the Concession Agreement.
TATA	Package 2	4	Volume -4 Drawings: Layout Drawings on Street Plans		Drawings	While we appreciate preparation and sharing of the L-Sections of the TBM Tunnel and the Entry Exit Ramps, along with Chainages and Elevations, we request you to kindly add Ground Water Table Levels along L-Section. Apart from this, it is requested to kindly, share excel file of the Chainages and Elevations.	Borehole details uploaded on e-portal.
TATA	Package 2	5	Volume -4 Drawings: Layout Drawings on Street Plans		Drawings	The Layout of Entry Exit Ramps in St. John's Medical College and Hospital Staff Quarters Colony passes through / besides Residential Quarters which are not visible on Google Earth and also not likely to be visible on Kmz Files. In the Bid Drawings of Pkg.-2, the Layout of Entry Ramp 8 and Exit Ramp-1 do not illustrate the residential houses falling on alignment of the Ramps. Request you to kindly issue Drawing indicating the Houses along with ROW and Layout of Entry Exit Ramps, to enable the Bidder We could not find the maximum limit for liquidated damages in tender documents.	Tender Conditions Prevail.
TATA	Package 2	6	Volume-2, Concession Agreement	12.4.2	12.4.2 In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule- G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is	Hence, we request you to kindly provide Limit to Liquidated Damages in terms of % of Contract Value as in any Project.	Tender Conditions Prevail.


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MEGHA

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Megha	Package 1 & 2	1	RFP	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security Rs. 43.85 Cr. Only (Rupees Forty Three Crore and Eighty-Five Lakhs Only) (Rs. 1 Lakh. Through e-payment, via. KPP portal and remaining Rs. 43.84 Cr. As per RFP) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of the demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	It is to submit that Government of Karnataka vide their Go No. FD 944 Exp-12/2024 dated 03.04.2025 amended Rule 12 (i) & Rule 12 (ii) of duly allowing Insurance Surety Bonds (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) in lieu of Bank Guarantee for Earnest Money Deposit, Performance Security. Hence, we request you to include Insurance Surety Bonds also as an alternative to bank guarantees in the contract documents and request to provide format. Kindly Confirm.	Please refer Amendment-2.
Megha	Package 1 & 2	2	Volume - I - ITB	Clause 2.2.1 (d)	The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above i	As per the tender clause, subcontracting to contractors from countries sharing a land border with India is restricted unless registered with the Competent Authority. We understand that this restriction is applicable only to subcontracting of works and not for procurement of materials or equipment from such countries. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	3	Volume - I - ITB	Clause 2.2.2(AA)	2.2.2(AA) For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels) 2.2.2(AAA) For Stand- alone specialized projects:	As per the provisions of the Tender document, there are two types of qualification criteria mentioned under Clause 2.2.2, namely Clause 2.2.2(AA) and Clause 2.2.2(AAA). Since the current project is a standalone specialized project, (Road Tunnel) we understand that the Clause 2.2.2(AA) is not applicable for this tender. The Bidder is required to meet the eligibility criteria under Clause 2.2.2(AAA)(b) only. We understand that projects executed using NATM and Drill & Blast (D&B) Method may be considered under this clause, since both involve similar tunnelling techniques with comparable execution complexities differing only in methodology. Kindly Confirm	Please refer Amendment-2.
Megha	Package 1 & 2	4	DCA	Article – 25 – Grant	For the purpose of this Clause 25.5.2, the Payment Milestone for release of payment during Construction Period shall be as under: 1.(first) Payment Milestone - On achievement of 5% Physical Progress 2.(second) Payment Milestone - On achievement of 10% Physical Progress 3.(third) Payment Milestone - On achievement of 20% Physical Progress 4.(fourth) Payment Milestone - On achievement of 30% Physical Progress 5.(fifth) Payment Milestone - On achievement of 40% Physical Progress 6.(sixth) Payment Milestone - On achievement of 50% Physical Progress 7.(seventh) Payment Milestone - On achievement of 60% Physical Progress 8.(eighth) Payment Milestone - On achievement of 70% Physical Progress 9.(ninth) Payment Milestone - On achievement of 80% Physical Progress 10.(tenth) Payment Milestone - On achievement of 90% Physical Progress	As per Clause 25.5.2, the Payment during the Construction Period is linked to predefined Physical Progress Milestones. Considering the continuous cash flow requirements, resource mobilization, and the scale of activities involved in such infrastructure projects, we kindly request the Authority to consider modifying the payment terms (VGF Payment) to equated monthly payments considering the stipulated period of construction as base for arriving monthly payment value. This will help and ensure the project will be completed in stipulated time. Kindly confirm.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Megha	Package 1 & 2	5	DCA	Article – 27 – User Fee	On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and in supersession of the Karnataka Private Investment Project (Road toll or user fee determination of rates and collection) notification 2009 was published as required by sub-section (1) of section 72 of the Karnataka Highways Act, 1964 (Karnataka Act 44 of 1964) in notification No. PWD 06 EAP 2012 P3, dated 26th August, 2013, published in Part IV A of the Karnataka Gazette (Extraordinary) No. 1094 dated 27th August, 2013, inviting objections or suggestions from all the persons likely to be affected thereby, and notice was given that the said draft will be taken into consideration after thirty days from the date of its publication in the Official Gazette and its subsequent amendments up to the Bid Due Date (the "Fee Rules"); provided that for ease of payment and collection, toll fee notified by the State Government under these rules shall be rounded off and levied in multiple of the nearest rupees five. The Parties acknowledge that a notification for levy and collection of Fee shall be issued by the Government under Section 8A of the Act read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "Fee Notification") within 90 (ninety) days hereof, substantially in the form set forth in Schedule-R.	As per Article 27 – User Fee, reference has been made to various Government Notifications and Rules, including the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and the National Highways Fee (Determination of Rates and Collection) Rules, 2008, for toll rate determination. However, the actual toll rates applicable for different categories of vehicles have not been mentioned in the tender documents. To enable proper financial modelling and revenue estimation, we request the Authority to provide the applicable toll rates (user fee) for each vehicle category proposed for collection at the tunnel during operation period. Kindly Provide.	Please refer Amendment-2.
Megha	Package 1 & 2	6	DCA	Article 34 Force Majeure Event.	34.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover. 34.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to: (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and (b) 110% (one hundred and ten per cent) of the Adjusted Equity.	As per Clauses 34.9.1 and 34.9.2 of the Concession Agreement, the termination payment under Non-Political and Indirect Political Events is limited to a percentage of Debt Due and Adjusted Equity. To ensure fair financial protection for the Concessionaire, we request the Authority to consider making 100% payment of Debt Due and Adjusted Equity along with applicable taxes and accrued interest to avoid any default to the Concessionaire in case of termination due to Non-Political or Indirect Political Events. Kindly consider and confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	7	DCA	Article 41 Change in Law	41.1 Increase in costs 41.2 Reduction in costs 41.3 Protection of NPV [Deleted] 41.4 Restriction on cash compensation 41.6 No claim in the event of recovery from Users	As per Article 41 - Change in Law, the Concessionaire is entitled to compensation if a Change in Law results in a financial burden and there is no mention regarding variations in taxes, duties, or royalties arising between the bid submission date and the execution period of the project. In this regard, we request the Authority to kindly clarify and confirm that any differential amount arising from changes in applicable taxes, royalties, or statutory levies from the date of bid submission to the project concession period shall be reimbursed to the Concessionaire as per actuals and treated as a Change in Law under Article 41.	Tender Conditions Prevail.
Megha	Package 1 & 2	8	Volume - 3A - Technical Schedules (A to D)	Technical Schedules A to D. Annex - I, Schedule A, 2 Land	The Site of Carriageway and structures comprising the land (existing Right of Way):	As per the Tender Documents, the Proposed Right of Way (ROW) at most of the Entry and Exit Ramps varies from 20 meters to 40 meters, which we believe is insufficient for execution of construction activities, including movement of construction machinery, material handling, traffic diversion, and in terms of safety. In view of the above, we kindly request the Authority to provide a minimum of 60 meters of ROW at all Entry & Exit ramp locations to facilitate uninterrupted execution, safe working conditions, and smooth vehicular movement during construction. Kindly confirm.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Megha	Package 1 & 2	9	Volume - 3A - Technical Schedules (A to D)	Technical Schedules A to D. Annex - I, Schedule A	The Authority shall provide the Right of Way not less than 50% (Fifty percent) of the total ROW of Project Tunnel on or before appointed date in compliance to Clause 10.3 of Agreement. Right of Way of Balance length to be provided within 240 days (two hundred and forty days) of Appointed Date.	As the scale of the Project and the need for uninterrupted progress across work fronts such as TBM shaft construction, ramp construction, casting yards, and traffic management, we request the Authority to kindly ensure that not less than 80% of the total ROW is made available on or before the Appointed Date to enable easy mobilization and planning. Kindly confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	10	Volume - 3A - Technical Schedules (A to D)	Annexure IV (Schedule A) Environmatal Clearance.	The Tunnel project does not attract Environmental Clearance under EIA Notification, 2006. As per the Scheduled list of projects or activities requiring Prior Environmental Clearance, entry 7(f) of EIA Notification, 2006-page no. 21 dated 14.09.2006 and amended from time to time. Further, SEIAA (State Environmental Impact Assessment Authority), Karnataka has already taken into cognizance the said notification and has provided that the proposed tunnel route does not attract Environment Clearance under EIA Notification, 2006. May kindly refer Letter No. SEIAA 80 MISC 2024 dated 26th November 2024.	We understand that the proposed tunnel project does not require Environmental Clearance as mentioned under Annex - IV, Schedule A. However, if any Environmental Clearance is required during the execution of the project, we request the Authority to take responsibility for obtaining the same since the project requires safe disposal of huge muck generated form the tunnel excavation. The Concessionaire shall provide full support and assistance in this regard. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	11	Volume - 3A - Technical Schedules (A to D)	Development of Project (Schedule B)	North-South corridor of the Project Tunnel which shall consist of twin tube tunnel, Three TBM Launching and retrieval shafts (Tube-1: Shaft-3 (Km 8+748 to Km 8+848), Tube-1: Shaft-4 (Km 12+625 to Km 12+725), Tube-1: Shaft-5 (Km 15+990 to Km 16+090) and Tube-2: Shaft-3 (Km 8+725 to Km 8+824), Tube- 2: Shaft-4 (Km 12+612 to Km 12+712), Tube- 2: Shaft-5 (Km 15+968 to Km 16+070).	We request the Authority to kindly clarify whether TBM tunnelling should be considered as drag through operations in case the retrieval shaft at the end of the drive is not ready in time as such scenarios may realistically arise and need to be considered into planning. Hence, we request confirmation that drag through of TBMs will be permitted, and relevant provisions for time and cost compensation shall be reimbursed. Kindly Confirm	Tender Conditions Prevail.
Megha	Package 1 & 2	12	Volume - 3A - Technical Schedules (A to D)	15.Dumping Sites (Schedule - B)	Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	The present project is situated in the core Bengaluru city area, where procuring land for disposal of muck is very difficult for concessionaire. Further disposal of muck re various statutory clearances for its safe disposal Hence, considering the above difficulties we request the Authority to identify and provide encumbrance free land for disposal of muck generated from tunnel at free of cost within a radius of 10 Km. Kindly Confirm	Tender Conditions Prevail.
Megha	Package 1 & 2	13	Volume - 3A - Technical Schedules (A to D)	Traffic Management (Schedule C)	The Concessionaire shall plan his work in a manner to minimize disruption to road, and the necessary care should be taken to divert the vehicle through the diversion road during construction, during muck dumping and during excavation work at the project site. The Concessionaire shall prepare a traffic management plan (based on his proposed construction methodology) which need to be approved by the Engineer and concerned Traffic Police Offices including Interfacing Concessionaire for the other package in the same project. To facilitate the proper traffic movement temporary road diversion, and temporary road decking shall be provided wherever necessary.	As per the tender provisions, the Concessionaire is required to prepare and implement a traffic management plan, including temporary road diversions and road decking, in coordination with the concerned authorities. Given that the project site lies within an urban area, if the need arises for construction of temporary structures / service roads to facilitate traffic diversion then the cost of those temporary structures to be paid extra at actuals to Concessionaire. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	14	Volume - 3A - Technical Schedules (A to D)	3.8.3 Particulars of TBM. Schedule D	The cutter-head shall be articulated such that the cutter-head can be retracted from the excavated face and can be turned in any plane so that it is at an angle to the main body. The TBM must be capable of negotiating 300 metre radius horizontal curves.	As per the tender document, the TBM must be capable of negotiating horizontal curves with 300 meters radius. However, for a TBM of 14.6 meters in diameter, such sharp curves are technically unfeasible and impose serious design and operational challenges. We therefore request the Authority to remove the specific 300m radius requirement and allow the Contractor to propose the TBM configuration based on alignment and technical feasibility, subject to final design approvals. Kindly Confirm.	Please Refer Amendment-2.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Megha	Package 1 & 2	15	Volume - 3A - Technical Schedules (A to D)	Section 3-TBM Tunnel. Schedule D Lining	3.9.2 - Casting Yard Prior to the commencement the Concessionaire shall submit to the Independent Engineer for approval their design and logistics for the casting yard, including batching plant, storage facilities etc.	As the project is in the core Bengaluru city, identifying and developing a suitable casting yard within the area nearby to the project becomes very difficult for concessionaire. We request the Authority to provide land at free of cost for Segment casting yard within a radius of 10 km from the project site to ensure timely execution of the Project. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	16	Volume - 4 - Tender Drawings	The Tender Drawings	The Tender Drawings are provided in PDF format.	We request the Authority to provide the alignment drawings and other relevant project drawings in AutoCAD format to facilitate review, planning, and quantity estimation purpose.	Tender Drawings in PDF format have been uploaded on e-Portal. The KMZ file will be uploaded on e-Portal.
Megha	Package 1 & 2	17	Volume - 4 - Tender Drawings	KMZ	KMZ File	We request the authority to kindly provide KMZ File of the alignment for detailed assessment and better understanding of the project.	Tender Drawings in PDF format have been uploaded on e-Portal. The KMZ file will be uploaded on e-Portal.
Megha	Package 1 & 2	18	Volume - 4 - Tender Drawings		Utilities	We request authority to provide the details along with relocation plans of existing utilities such as water pipes, gas pipes, drains, sewers, cables, etc. which might fall under construction site. Further, we request the authority to obtain necessary approvals from concern departments prior award of the project to save the time. Kindly Confirm.	All obstructing utilities shall be shifted by Concessionaire on CoS basis as per Cl. 11.2 of Concession Agreement
Megha	Package 1 & 2	19	Volume - 5 - Main Report with Annexure	Chapter 10, Operation and Maintenance. 10.6.4 - Vehicle Control in Tunnel.	The following vehicles should not be allowed to use a tunnel; thus, these vehicles should be controlled before entering a tunnel. Two and three wheelers (motorbikes and tricycles [Tempo]) - high probability incidence of causing traffic accident Vehicles carrying hazardous materials such as vehicles carrying oil or highly inflammable items- when these get an accident or a fire, it will be dangerous to people and tunnel facilities causing much disaster. Overloaded trucks - high risk of vehicle breakdown Vehicles of which height is exceeding the limit - these will damage other facilities. Height Restricting Devices must be installed at toll gates. Others (Mechanically defected vehicles, pedestrians and animals) It is necessary for the BBMP to coordinate with the Transport Management, Fire Brigade and Traffic Police departments prior to tunnel opening. The subsequent actions and process should be prepared and diligently followed.	We understand that certain categories of vehicles, such as, two-wheelers, three-wheelers, vehicles carrying hazardous materials, overloaded trucks, over-height vehicles, and mechanically defective vehicles, may be restricted from using the tunnel due to safety and operational considerations. However, since the tender documents do, tp specify the types and classes of vehicles allowed At request the Authority to kindly clarify the list & type of vehicles allowed inside tunnel. This information is essential for proper design of tunnel systems for planning operational strategies. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	20	General		Customs Duty Exemption	Considering the importance of the project, we request the Authority to provide Customs Duty exemption for importing of required equipment & construction machineries for the project. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	21	General		Tunnelling Restrictions	We understand that the project operations are allowed 24x7 basis. As the project is located in an urban area, we request the Authority to kindly confirm whether there is any specific restrictions such as working hours or local authority permissions that may affect continuous working. Further, we request the authority to provide necessary approvals form concerned authorities for executing the construction activities round the clock to achieve the project timelines. Kindly Confirm.	The project operations are allowed 24x7 . However certain operations like disposal of muck,movement of construction vehicles will be in accordance with concerned authorities
Megha	Package 1 & 2	22	General		2nd Prebid Meeting	As this is a large-scale project involving tunnel construction which requires planning and coordination, we request the Authority to conduct a Second Pre-Bid Meeting after 14 days of issue of replies to First Pre-Bid Queries which will help the contractor to address additional clarifications that may arise after a detailed study of the tender documents and site conditions to ensure better understanding of project requirements for more competitive bids. Kindly Consider.	There will be no 2nd pre bid meeting.

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Megha	Package 1 & 2	23	General		Date Extension	Considering the complexity and technical aspects involved in the project detailed site assessments and traffic analysis is required. Hence, we request the authority to extend the Bid Submission Date by at least 2 months to prepare a competitive bid as per the project requirements. Kindly Confirm.	Refer Amendment -1
Megha	Package 1 & 2	24	General		Machinery Advance	As the tender requirements, the project execution shall be done using Tunnel Boring Machines (TBMs), which involves huge investment and import-related logistics. In view of the high capital cost associated with procurement and mobilization of TBMs, we request the Authority to consider providing Interest free Machinery Advance equivalent to 100% invoice value of TBMs which may be recovered through toll revenues during the concession period. This ensures financial feasibility for the Concessionaire without impacting project timelines. Kindly consider and confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	25	General		Salvage Value of TBM	As the project must be executed using Tunnel Boring Machine (TBM), which involves substantial capital investment and has a useful life beyond the project duration, we kindly request the Authority to specify the Salvage Value of the TBM to be paid concessionaire in case the TBM is retained by BSMILE for its use requirement.	Procurement and deployment of all machineries including Tunnel Boring Machines will be done by the Concessionaire at its own risk and cost.
Megha	Package 1 & 2	26	General		Extreme Geological Occurrence (EGO)	Considering the nature of the project involving tunnelling by Tunnel Boring Machine (TBM), unforeseen and extreme geological conditions—such as water logging, presence of hard rock strata, or abrasive ground conditions causing excessive wear and tear on TBM cutter heads can significantly impact construction timelines and escalate maintenance and operational costs. We therefore request the Authority to kindly consider and add in the agreement that any such extreme geological conditions encountered during execution, which materially affect progress and performance, shall be compensated in terms of both time extension and additional cost reimbursement at actuals. Further, we request the authority to define the Rock Classification chainage wise, so that it will be considered as baseline for assessing Extreme Geological Conditions. This will ensure fair risk-sharing and maintain financial and operational feasibility for the Concessionaire. Kindly Confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	27	General		TBM Drive Length	As per the bid document, the project considers tunnel drives of up to 4.0 km to be completed within two years by each TBM. However, considering the challenging geological conditions and the past performance records of TBMs in BMRCL and other urban tunnelling projects in Bengaluru and other cities. We request the Authority to reconsider and revise the construction timeline. Kindly consider and confirm.	Tender Conditions Prevail.
Megha	Package 1 & 2	28	General		Staggered Delivery of TBMs	As per Tender provisions, all Tunnel Boring Machines (TBMs) will be delivered and commissioned simultaneously. Practically it is challenging for any TBM manufacturer to deliver multiple machines at the same time, due to production and logistical limitations. We therefore request the Authority to kindly allow staggered delivery and commissioning of TBMs and correspondingly extend the overall project timeline by at least six (6) months to accommodate realistic procurement and deployment schedules. Kindly Confirm.	Construction programme following the milestones as per bid documents shall be prepared by the submitted Concessionaire for approval of Independent engineer.
Megha	Package 1 & 2	29	General		Land Acquisition Status	We request Authority to provide Chainage wise Land Acquisition Status for the ROW.	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Megha	Package 1 & 2	30	General		Electrical Supply	We request the Authority to kindly confirm that HT power supply will be provided by the Authority up to entry point of each tube, including the laying of necessary HT cable / overhead line required at its own cost. Kindly confirm.	Power supply is in scope of concessionaire.


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WELSPUN

concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Welspun Group	Package 1 & 2	1	General			Please provide kmz file with coordinate plot on ROW for both packages	KMZ file of alignment is uploaded on e-portal.
Welspun Group	Package 1 & 2	2	General			Please provide utilities shifting drawings	As per Clause No. 11.2 of the Concession Agreement,
Welspun Group	Package 1 & 2	3	General			Utilities shifting is the scope of authority	As per Clause No. 11.2 of the Concession Agreement.
Welspun Group	Package 1 & 2	4	General			Un charatered utilities extra 1% sum provisions to be kept by authority	Tender Conditions Prevail.
Welspun Group	Package 1 & 2	5	General			Please provide detail estimate for the project	The bidder shall make its own assessment.
Welspun Group	Package 1 & 2	6	General			Casting yard & muck dumping disposal land to be provided by B smile Authority	As pre Tender conditions.
Welspun Group	Package 1 & 2	7	General			B smile authority to confirm AADT in RFP	Tender Conditions Prevail.
Welspun Group	Package 1 & 2	8	General			B smile to be provided fee notification clarification as per NHAI latest fee notification	Tender Conditions Prevail., Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 will govern the toll fee.
Welspun Group	Package 1 & 2	9	General			Request for RFP Bid due date extension for atleast 45 days for such type of mega project	As per Amendment-1.


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Jaya Shankar Power & Infrastructure Limited.

concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
JSPIPL	Package 1 & 2	1	RFP	2.2.1		We respectfully request that the eligibility criteria—both technical and financial—be evaluated based on the collective strength of the consortium, rather than on individual member thresholds alone. Reference: Clause 2.2.1, Consortium Composition (Page 14-15, Volume I) Request for Clarification and Modification: We respectfully request that both the technical and financial eligibility criteria be evaluated based on the combined strength of the consortium, rather than on individual members meeting standalone thresholds. Given the nature and scale of the project, it is common in large infrastructure PPPs for members to contribute complementary capabilities. Allowing evaluation based on the collective credentials of the consortium will encourage stronger and more innovative partnerships and ensure wider participation from capable players.	Tender Conditions Prevail
JSPIPL	Package 1 & 2	2	RFP	2.2.1		Clause 2.2.1 - Consortium Composition (Page 14, Volume I) Query / Request for modification in RFP: Please confirm if a Consortium of up to six members can include entities whose shareholding is less than 26% in the SPV but have contributed experience or financials toward qualification.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	3	RFP	2.2.1 (d)		Clause 2.2.1(d) - Lead Member Equity (Page 15, Volume I) Query / Request for modification in RFP: Please confirm if the Lead Member must compulsorily hold a minimum of 26% for two years post-COD, consideration for - substitution by a management control arrangement.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	4		2.2.1(f)		Clause 2.2.1(f) - Credit Rating or Bank Comfort (Page 15, Volume I)	Tender Conditions Prevail, it is mandatory for all the consortium members.
JSPIPL	Package 1 & 2		RFP	2.2.1 (f)		Query / Request for modification in RFP: Is a credit rating mandatory for all consortium members, or only for the Lead Member Query / Request for modification in RFP: Comfort letter from financial institution suffice in lieu of credit rating.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	5	RFP	2.2.2,3.4		Clause 2.2.2 - Technical Capacity - Tunneling Experience (Page 29, Volume I) Query / Request for modification in RFP: Tunneling experience using NATM for metro rail projects (stations/sections) will qualify, provided minimum 50% cross-section and length criteria are met.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	6	RFP	2.2.3		Clause 2.2.2 - Technical Capacity - EPC Experience through MOU (Page 29, Volume I) Query / Request for modification in RFP: Please confirm if a binding MOU with a qualified EPC contractor will be acceptable if the bidder does not have direct tunneling experience. Can the EPC contractor's credentials be used for technical scoring	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	7	RFP	2.2.2(b),2.2.16 (a)		Financial Capacity - Net Worth Query / Request for modification in RFP: a) For a consortium, it is sufficient that the combined net worth (of those holding ≥26%) meets the requirement instead of 5% of project cost by each member whose technical and financial strength provided for bid evaluation, b) Net Worth from a parent/holding company be permitted if supported by a legally enforceable guarantee or undertaking c) If a consortium member holds less than 26% equity and does not meet the Net Worth threshold, will that impact consortium eligibility	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	8	RFP	2.1.22		Clause 2.1.22 - Financial Year Consideration (Page 15, Volume I) Query / Request for modification in RFP: If the bid due date falls within 6 months of closure of the latest financial year, audited results of the previous year (not current) be can submitted	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					B. GENERAL & LEGAL CLARIFICATIONS	

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JSPIPL	Package 1 & 2	8	RFP	2.1.21		Clause 2.1.21 - Foreign Shareholding $\geq 50\%$ (Page 15, Volume I) Query / Request for modification in RFP: Kindly confirm whether an Indian subsidiary wholly owned by a foreign parent requires additional security clearance, even if incorporated in India for over 5 years.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	9	RFP	2.1.23		Clause 2.1.23 - EPC Experience Threshold (Page 15, Volume I) Query / Request for modification in RFP: The clause mandates that the EPC contractor must have completed a project of ₹500 Cr or 20% of EPC cost. Kindly confirm if this applies per project or cumulative EPC experience is acceptable.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	10	RFP	2.2.1 ©		Clause 2.2.1(c) - Conflict of Interest (Page 14, Volume I) Query / Request for modification in RFP: Will bidders sharing a common ultimate parent but bidding through separate SPVs be treated as having a conflict of interest	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					C. SUBMISSION AND FORMAT-RELATED QUERIES	
JSPIPL	Package 1 & 2	11	RFP	2.12		Clause 2.12 - Bid Due Date (Page 25, Volume I) Query / Request for modification in RFP: In case audited financials of FY 2024-25 are not available before the bid due date, will provisional figures certified by statutory auditor be accepted	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	12	RFP	Format		Appendix II - Format for Power of Attorney (Page 57, Volume I) Query / Request for modification in RFP: Please clarify whether digital notarization of Power of Attorney will be acceptable or must it be physically notarized	Will be Allowed.
JSPIPL	Package 1 & 2	13	RFP	1.2.11, Appendix V		Appendix V - Local Content Declaration (Page 63, Volume I) Query / Request for modification in RFP: Please clarify if the 50% local content requirement is applicable to EPC activities alone, or if it includes imported TBMs, electricals, etc.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					D. OTHER CONSIDERATIONS	
JSPIPL	Package 1 & 2	14	Schedule E	4.1.3		Clause 4.1.3 / Schedule E - Applicable Permits (Pages 2-3, Volume II-B) Query / Request for modification in RFP: the Authority assist in fast-tracking statutory permits from BBMP, BWSSB, BESCOM, and Pollution Control Boards	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	15	Volume-V	General		Volume III - Construction Interface with Metro and Utilities (Volume III - Drawings & Alignment) Query / Request for modification in RFP: metro authority drawings and underground utility maps be provided during pre-construction Can we assume accuracy of DPR drawings shared	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					E. TECHNICAL CAPACITY & EPC QUALIFICATIONS	
JSPIPL	Package 1 & 2	16	RFP	2.2.2,3.4		Clause 2.2.2 - Tunneling Experience - Page 19, Volume I Query / Request for modification in RFP: Please confirm whether tunneling work completed in metro projects (TBM/NATM) qualifies under the criteria, provided it meets length and cross-section thresholds.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	17	RFP	2.1.23		Clause 2.1.23 - EPC Contractor Eligibility - Page 15, Volume I Query / Request for modification in RFP: Is the ₹500 Cr/20% EPC experience requirement applicable to a single project only, or can it be cumulative across multiple projects	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	18	RFP	2.2.3		Clause 2.2.2 - EPC Tie-Up via MOU - Page 29, Volume I Query / Request for modification in RFP: Kindly confirm if an MOU with a qualified EPC partner will suffice for technical qualification when the bidder lacks in-house tunneling experience. Will such experience be scored under evaluation	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					C. CONSORTIUM & SHAREHOLDING	
JSPIPL	Package 1 & 2	19	RFP	2.2.2(b),2.2.16 (a)		Clause 2.2.1(a-d) - Consortium Composition - Pages 14-15, Volume I Query / Request for modification in RFP: a) Must all members hold $\geq 26\%$ equity to contribute to eligibility Can a technical partner hold less than 26% if not claiming experience	Tender Conditions Prevail.
JSPIPL	Package 1 & 2		RFP	2.1.16 (g-iv)		b) Can shareholding in the SPV be modified post-COD or post-agreement to induct strategic/financial investors	Tender Conditions Prevail.


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JSPIPL	Package 1 & 2					D. LOCAL CONTENT & COMPLIANCE	
JSPIPL	Package 1 & 2	20	RFP	1.2.11, Appendix V		Appendix V - Local Content Certification - Page 63, Volume I Query / Request for modification in RFP: Kindly clarify if the 50% local content requirement covers the entire project including TBMs, electrical & mechanical systems, or applies only to civil and structural components.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	21	RFP	2.1.24-25		Clause 2.1.24-25 - DPIIT/MoRTH Compliance - Page 15, Volume I Query / Request for modification in RFP: For foreign EPCs or OEMs from foreign countries (with Indian subsidiaries), is DPIIT approval sufficient for participation	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					E. SITE CONDITIONS, APPROVALS & DPR DEPENDENCIES	
JSPIPL	Package 1 & 2	10	Schedule E	6.1.2(i)		Schedule E - Applicable Permits - Pages 2-3, Volume II-B Query / Request for modification in RFP: a) B-SMILE will facilitate single-window clearance for permissions from BBMP, KPTCL, BWSSB, etc. b) Are the DPR-based drawings in Volume III considered final and validated, or is the Concessionaire required to undertake new surveys	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					F. EVALUATION METHODOLOGY	
JSPIPL	Package 1 & 2	11	RFP	3.4		Clause 3.4 - Evaluation of Technical Capacity - Page 29, Volume I Query / Request for modification in RFP: Will technical credentials be assigned scores based on project scale/type Is tunneling experience evaluated on higher weightage than generic infra	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	12	RFP	3.8		Clause 3.8 - Selection Criteria - Page 32, Volume I Query / Request for modification in RFP: Will non-toll ancillary revenues (ads, retail, real estate) be considered in the calculation of Total Concession Value (TCV)	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	13	RFP	1.1.1		Query / Request for modification in RFP: Does the total projected cost of the project include the estimated cost for both the tunnel and the ramps for both packages? Kindly provide the Authority's estimated cost split between the tunnel and ramp components. Reference: Clause 1.1.1, Table - Page 7/74, Bid Document (Ramp + Tunnel)	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	14	RFP	General		Query / Request for modification in RFP: Please confirm whether the costs and permissions required for procurement of land for the ramps will be the responsibility of the Authority.	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	15	RFP	2.1.16 (g) (iv)		Query / Request for modification in RFP: Kindly confirm whether the eligibility criteria (technical and financial) will be assessed on the combined strength of the Consortium rather than each individual member holding 26% or more equity. Reference: Clause 2.1.16(g)(iv), Page 12/74, Bid Document - Net Worth & Equity Share Capital	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	16	RFP	2.2.2		Query / Request for modification in RFP: With respect to the requirement of paid-up equity up to 5% of the SPV, kindly clarify whether this applies to each member of the consortium or to the consortium as a whole. Reference: Clause 2.2.2, Page 19/74, Bid Document	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	17	RFP	2.2.3		Query / Request for modification in RFP: Does the provision imply that the consortium is not required to have a dedicated technical member, provided the EPC contractor meets the experience criteria? Reference: Clause 2.2.3, Page 20/74, Bid Document - EPC Contractor	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	18	RFP	3.8.1		Query / Request for modification in RFP: In case of a tie in Total Concession Value (TCV) between two or more bidders, will the selection be based on a draw of lots? Reference: Clause 3.8.1, Page 34/74, Bid Document	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	19	DCA	5.1.4 (j)		Query / Request for modification in RFP: Will the Authority provide support or facilitation in the procurement of land for casting yards and other critical areas? Lack of such support could lead to delays and cost escalations. Reference: Clause 5.1.4(j), Page 24/126, Draft Concession Agreement	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
JSPIPL	Package 1 & 2	20	DCA	5.1.4 (j)		Query / Request for modification in RFP: As muck disposal and usage is a continuous and volume-heavy activity, storing muck for long-term future use may not be feasible. Will the Authority facilitate alternate coordination or provide space for interim disposal? Reference: Clause 5.1.4(j), Page 24/126, Draft Concession Agreement	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	21	DCA	10.3.1		Query / Request for modification in RFP: What is the stipulated timeline for signing the Memorandum mentioned under site inspection and inventory? In case of delay, what is the defined resolution process, and how will it affect the project schedule? Reference: Clause 10.3.1, Schedule A, Volume II-A, Package 1	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	22	DCA	10.3.2		Query / Request for modification in RFP: On what basis is the damage amount calculated in the event the Authority fails to provide Minimum Access Requirements, there by delaying financial closure? Reference: Clause 10.3.2, Volume II-A, Package 1 - Concession Agreement	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	23	DCA	16.1.2		Query / Request for modification in RFP: In the event that a resolution is not provided by the Authority within 60 days, and the Concessionaire does not agree to the proposed pricing changes, what is the dispute mechanism applicable under this situation? Reference: Clause 16.1.2, Volume II-A, Package 1 - Change of Scope	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	24	Schedule A to D	General		Query / Request for modification in RFP: Are there any specific restrictions or recommendations on approved sources of construction materials? As the Independent Engineer must approve all sources in advance, please clarify if this implies procurement from pre-approved or Authority-nominated sources. Reference: Schedules A to D, Volume II-A - Concession Agreement	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	25				Query / Request for modification in RFP: Regarding muck disposal:	
JSPIPL	Package 1 & 2	•	RFP	General		Will government land be made available on lease for muck disposal? If so, what are the terms and applicable guidance value for such leases?	May Kindly refer Amendment 2.
JSPIPL	Package 1 & 2	•				Please also provide details of the locations identified for muck utilization for leveling, along with required quantities and specifications, given that such disposal is expected to be carried out free of cost within a 45 km radius. Reference: Page 59, Schedule - Volume II-A, Concession Agreement	
JSPIPL	Package 1 & 2	•	RFP	General		Query / Request for modification in RFP: The use of excavated material for backfill is subject to Engineer's approval. If not suitable, imported material may be directed. Please confirm whether the backfill material source must be identified and approved during the bid stage, and how such costs are to be treated. Reference: Page 531, Schedule - Volume II-A, Concession Agreement	Tender Conditions Prevail.
JSPIPL	Package 1 & 2					Query / Request for modification in RFP:	
JSPIPL	Package 1 & 2	•	RFP	General		Are the geological and geotechnical baseline reports shared by the Authority final? Or is it expected that the bidder will carry out fresh site-specific investigations?	Tender Conditions Prevail.
JSPIPL	Package 1 & 2	•	DCA	General		In case of encountering unforeseen formations (e.g., fault zones, aquifers), will there be a defined contingency provision or claim mechanism? Reference: General Conditions - Volume II-A	Tender Conditions Prevail.



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Vishwa Samudra


concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	1	RFP	1.2.4	The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date.	At present Central & State Govt. procurement agencies are accepting the Insurance Surety Bond in addition to Bank Guarantee, Account Payee Demand Draft etc., for Bid Security/ Performance Security based the Ministry of Finance, Government of India, through Office Memorandum (OM No. F.1 /1/2022-PPD dated 2nd February 2022) and OM dated 24 Sep 2024. This initiative aims to ease liquidity pressure on contractors Post COVID- 19 era and foster wider participation, particularly from MSMEs and emerging businesses conglomerates. Insurance surety bonds, issued by IRDAI-regulated insurers, provide a legally binding and secure mechanism for contractual guarantees like Bank Guarantees. These instruments offer multiple benefits including reduced collateral requirements, preservation of banking limits, and greater ease of issuance and administration without compromising on the financial safeguards required by the beneficiary. Hence, the authority is requested to kindly include Insurance Surety Bond in addition to other modes and provide the format for the same.	May Kindly refer Amendment 2.
Vishwa Samudra	Package 1 & 2	2	RFP	2.2.2 (AAA) (b)	The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/ Railway/ Metro Rail/ Irrigation/ hydro-Electric Projects etc.) [for roads/highways project: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less]	The Authority is requested to confirm how much should be the cross-sectional area of 2 lane highway tunnel to be considered by the bidder for satisfying tunnel cross-sectional area criteria. The bidder understood that for qualification criteria the excavated cross-sectional area shall be considered. Kindly Confirm.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	3	RFP	3.4.3	For a project to qualify- as an Eligible Project under Categories 1 and 2: (c) the capital cost of the project should be more than Rs. 877 Cr. (Rupees Eight Hundred Seventy-Seven Crore Only.); and	The authority is requested to amend the ceiling criteria in clauses pertaining to Category 1, 2, 3 & 4 from 10% of Estimated Project cost to 5% of the Estimated Project cost. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	4	RFP	3.4.4	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have However, payments/receipts of less than Rs. 877 Cr. (Rupees Eight Hundred Seventy-Seven Crore Only.); shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.		Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2		Schedule D	3.8.4	The Concessionaire shall demonstrate that the TBM manufacturer has manufactured at least three TBMs of similar type, size, and complexity, used in successfully completed similar size projects.	Since the diameter of the proposed tunnel is 14.6 m, the bidder understood that such huge dia. TBMs should be manufactured in firm order, especially suitable for the type of rock. Therefore, there may not be any TBM Manufacturer having such vast experience as desired in the Cl. 3.8.4 (d) of Volume 3A. In view of the above, the authority is requested to kindly intimate the approved list of TBM manufacturers and the type of TBM suitable for this project based on the type of rock which will be binding on the concessionaire. Also, it requested to provide TBM study report. Kindly Provide.	May Kindly refer Amendment 2.
Vishwa Samudra	Package 1 & 2	6	Schedule B	General	Rock Mass Index	The authority is requested to provide the Rock Mass Index for every 250 Mtrs interval of the proposed project stretch. Kindly Provide.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	7	Schedule B	General	Support Systems for Cross Passages	The authority is requested to provide the support system for the cross passages. Kindly Provide.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	8	DCA	3.1	3.1 The Concession3.1.1 Subject to and in accordance with, license and authority to design, construct, operate and maintain the Project (the „Concession“) for a period of 34 (thirty four) years (including 50 months for Construction) * commencing Applicable Laws.	Since the traffic intensity is not mentioned in the bid-document for the subject project, the authority is requested to kindly provide the traffic census carried out during the DPR Stage. Kindly Provide.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	9	DCA	3.1	* Thirty-Four years is the Estimated Concession Period. As per the Modified BOOT model, the Concession Period shall be variable to ensure that the Concessionaire is able to recover the bid TCV and shall be adjusted as per Clause 3.1.1(A).	The authority may please include a provision in the document specifying the Minimum Guaranteed Traffic (MGT), every year taking into account historical traffic data, traffic growth projections, economic factors, and infrastructure capacity. In the event that the traffic volume falls below the MGT, the project's revenue may be insufficient to cover its operational costs or repay the investors. Should the project fail to meet the MGT, the Authority shall reimburse the Concessionaire for the shortfall amount. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	10	Schedule B	15	15. Dumping Sites Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	The authority is requested to confirm if there is any government land available/ uneven land to be levelled for disposing of muck, soil, earth along with its distance from project stretch during the pre-bid stage such that based on the availability of such land, the bidder can capture such expenses in his quote or not. Kindly Provide.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	11	DCA	General		The bidder understood that the usage of material obtained from tunnel excavation for refilling and restoration purposes within the Project Tunnel will not attract any royalty or seigniorage charges payable to the authority by the contractor. Kindly Confirm.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	12	DCA	27	27.1 Collection and appropriation of Fee 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand collect and appropriate Fee as the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "Fee Notification") within 90 (ninety) days hereof, substantially in the form set forth in Schedule-R.	The authority is requested to give freedom to the Concessionaire for fixing the toll fee instead of relating the same to State Govt. Acts and rules since the same may trouble the contractor during the operation phase due to lack of estimated traffic. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	13	DCA	25	25.5 Construction Support 25.5.1 An amount equal to 40% of the Estimated Project Cost [Rs 3508 Crores (Rupees Three Thousand Five Hundred Eight Crores)] shall be due and payable to the Concessionaire in 10 (ten) equal instalments during the Construction Period in accordance with the provisions of Clause 25.5.2 (the "Construction Support").	Usually, such BOT projects are proposed by the Central Govt. / Corporations where the funding is fully assured. Being a state Govt. project, the authority is requested to confirm if cabinet approvals have already been granted for the subject project. Also, please provide the State & Central Support Agreement. Kindly Intimate & Provide.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	14	DCA	25		Since the subject project is in Modified BOOT mode. Usually, the bankers/financial Institutions/ Lenders are having apprehension for funding a state govt sponsored project. Hence, the authority is requested to convert it into HAM mode with 60% construction support. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	15	Schedule A	General	Underground utility Networks	The Authority is requested to provide detailed plans, alignment and level of the underground utility networks including metro Tunnel that fall within or pass through the tunnel alignment. Kindly Provide	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	16	DCA	General	Bonus For Early Completion	The authority is requested to include a provision for Bonus @1 % of ECV per Month for Early COD, to benefit the Authority and encourage the Contractor, as the Tolling period is dynamic. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	17	DCA	General	Mobilization Advance	Since, the Cost imposed on manufacturing of TBMs is very high, the authority is requested to provide interest free mobilization advance of 10% of Estimated project cost for providing financial aid to the Concessionaire. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2		Schedule G	General	1. Tunnel TBM Tunnel & Cross Passages 1) Procurement Testing and Assembling of TBM.	Tunnel Boring Machine The authority is requested to add payment weightage towards 25% of cost of TBM on the date of acceptance from TBM Manufacturer through his confirmation letter. Kindly Consider.	Tender Conditions Prevail.


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concession aire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	18	Schedule B	17	17. Change of ScopeThe length and width of all types of structures and Tunnel stretches specified herein above shall be treated as an minimum requirement. Theactuallengthsasrequiredonthebasisofddetailedinvestigations shall be determined by the Concessionaire in consultation with Independent Engineer and in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope.	The authority is requested to provide change of scope for any deviations in length due to geological conditions within the tunnel and amend the estimated project cost and value of construction support accordingly.Kindly consider.	Tender Conditions Prevail.


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concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	1	RFP	1.2.4	The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date.	At present Central & State Govt. procurement agencies are accepting the Insurance Surety Bond in addition to Bank Guarantee, Account Payee Demand Draft etc., for Bid Security/ Performance Security based the Ministry of Finance, Government of India, through Office Memorandum (OM No. F.1/1/2022-PPD dated 2nd February 2022) and OM dated 24 Sep 2024. This initiative aims to ease liquidity pressure on contractors Post COVID- 19 era and foster wider participation, particularly from MSMEs and emerging businesses conglomerates. Insurance Surety bonds, issued by IRDAI-regulated insurers, provide a legally binding and secure mechanism for contractual guarantees like Bank Guarantees. These instruments offer multiple benefits including reduced collateral requirements, preservation of banking limits, and greater ease of issuance and administration without compromising on the financial safeguards required by the beneficiary. Hence, the authority is requested to kindly include Insurance Surety Bond in addition to other modes and provide the format for the same. Please Consider.	Please refer Amendment-2.
Vishwa Samudra	Package 1 & 2	2	RFP	Cl. 2.2.2 (AAA) (b) Tunnel Project	The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/ Railway/ Metro Rail/ Irrigation/ hydro-Electric Projects etc.) [for roads/highways project: having at least 50% of the cross- sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less]	The Authority is requested to confirm how much should be the cross-sectional area of 2 lane highway tunnel to be considered by the bidder for satisfying tunnel cross-sectional area criteria. The bidder understood that for qualification criteria the excavated cross-sectional area shall be considered. Kindly Confirm	Clause is Self explanatory, Tender Conditions prevail.
Vishwa Samudra	Package 1 & 2	3	RFP	Cl. 3.4.3 of RFP Document	For a project to qualify- as an Eligible Project under Categories 1 and 2: (c) the capital cost of the project should be more than Rs. 877 Cr. (Rupees Eight Hundred Seventy-Seven Crore Only.); and	The authority is requested to amend the ceiling criteria in clauses pertaining to Category 1, 2, 3 & 4 from 10% of Estimated Project cost to 5% of the Estimated Project cost.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	4	RFP	Cl. 3.4.4 of RFP Document	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have However, payments/receipts of less than Rs. 877 Cr. (Rupees Eight Hundred Seventy-Seven Crore Only.); shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.	Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	5	Volume – 3A Cl. 3.8.4. (d)	Volume – 3A Cl. 3.8.4. (d)	The Concessionaire shall demonstrate that the TBM manufacturer has manufactured at least three TBMs of similar type, size, and complexity, used in successfully completed similar size projects.	Since the diameter of the proposed tunnel is 14.6 m, the bidder understood that such huge dia. TBMs should be manufactured in firm order, especially suitable for the type of rock. Therefore, there may not be any TBM Manufacturer having such vast experience as desired in the Cl. 3.8.4 (d) of Volume 3A. In view of the above, the authority is requested to kindly intimate the following for deciding on the TBM a) Approved list of TBM manufacturers meeting the criteria b) TBM study report to decide type of TBM suitable for this project based on the type of rock. Also, it requested to provide. Kindly Provide.	Please refer Amendment-2.
Vishwa Samudra	Package 1 & 2	6	Schedule B	Schedule B	Rock Mass Index	The authority is requested to provide the Rock Mass Index for every 250 Mtrs interval of the proposed project stretch. Kindly Provide.	Borehole Details are uploaded on the eportal, However that should be treated as indicative only. The concessionaire are expected to conduct their own assessment.
Vishwa Samudra	Package 1 & 2	7	Schedule B	Schedule B	Support Systems for Cross Passages	The authority is requested to provide the support system for the cross passages. Kindly Provide.	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	8	Draft Concession Agreement	Draft Concession Agreement	3.1 The Concession 3.1.1 Subject to and in accordance, license and authority to design, construct, operate and maintain the Project (the „Concession“) for a period of 34 (thirty four) years (including 50 months for Construction) * commencing Applicable Laws.	Since the traffic intensity is not mentioned in the bid document for the subject project, the authority is requested to kindly provide the traffic census carried out during the DPR Stage. Kindly Provide.	The concessionaire are expected to conduct their own assessment.
Vishwa Samudra	Package 1 & 2	9	ARTICLE 3 GRANT OF CONCESSION	ARTICLE 3 GRANT OF CONCESSION	* Thirty-Four years is the Estimated Concession Period. As per the Modified BOOT model, the Concession Period shall be variable to ensure that the Concessionaire is able to recover the bid TCV and shall be adjusted as per Clause 3.1.1 (A).	The authority may please include a provision in the document specifying the Minimum Guaranteed Traffic (MGT), every year taking into account historical traffic data, traffic growth projections, economic factors, and infrastructure capacity. In the event that the traffic volume falls below the MGT, the project's revenue may be insufficient to cover its operational costs or repay the investors. Should the project fail to meet the MGT, the Authority shall reimburse the Concessionaire for the shortfall amount. Kindly Consider.	Tender Conditions Prevail. The concessionaire are expected to conduct their own assessment.
Vishwa Samudra	Package 1 & 2	10	Volume - 3A Schedule-B Page No. 59	Volume - 3A Schedule-B Page No. 59	15. Dumping Sites Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India.	The authority is requested to confirm if there is any government land available/ uneven land to be levelled for disposing of muck, soil, earth along with its distance from project stretch during the pre-bid stage such that based on the availability of such land, the bidder can capture such expenses in his quote or not. Kindly Provide.	As per DCA.
Vishwa Samudra	Package 1 & 2	11	Volume - 3A Schedule-B Page No. 59			The bidder understood that the usage of material obtained from tunnel excavation for refilling and restoration purposes within the Project Tunnel will not attract any royalty or seigniorage charges payable to the authority by the contractor.	As per DCA.
Vishwa Samudra	Package 1 & 2	12	Draft Concession ARTICLE 27 USER FEE	Draft Concession ARTICLE 27 USER FEE	Agreement 27.1 Collection and appropriation of Fee 27.1.1 On and from the COD till the Transfer Date, the demand, Concessionaire shall have the sole and exclusive right to demand collect and appropriate Fee the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the "Fee Notification") within 90 (ninety) days hereof, substantially in the form set forth in Schedule-R.	The authority is requested to give freedom to the Concessionaire for fixing the toll fee instead of relating the same to State Govt. Acts and rules since the same may trouble the contractor during the operation phase due to lack of estimated traffic. Kindly Consider.	Tender conditions Prevail.
Vishwa Samudra	Package 1 & 2	13	Draft Concession Agreement ARTICLE 25 GRANT	Draft Concession Agreement ARTICLE 25 GRANT	25.5 Construction Support 25.5.1 An amount equal to 40% of the Estimated Project Cost [Rs 3508 Crores (Rupees Three Thousand Five Hundred Eight Crores)] shall be due and payable to the Concessionaire in 10 (ten) equal instalments during the Construction Period in accordance with the provisions of Clause 25.5.2 (the "Construction Support").	Usually, such BOT projects are proposed by the Central Govt./ Corporations where the funding is fully assured. Being a state Govt. project, the authority is requested to confirm if cabinet approvals have already been granted for the subject project. Also, please provide the State & Central Support Agreement. Kindly Intimate & Provide.	Yes, the cabinet of the state govt. has approved the proposal vide no. C-357/2025 Dated 05/06/2025.
Vishwa Samudra	Package 1 & 2	14				Since the subject project is in Modified BOOT mode. Usually, the bankers/financial Institutions/ Lenders are having apprehension for funding a state govt sponsored project. Hence, the authority is requested to convert it into HAM mode with 60% construction support. Kindly Consider.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	15	General	General	Underground utility Networks	The Authority is requested to provide detailed plans, alignment and level of the underground utility networks including metro Tunnel that fall within or pass through the tunnel alignment. Kindly Provide	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	16	General	General	Bonus For Early Completion	The authority is requested to include a provision for Bonus @1% of ECV per Month for Early COD, to benefit the Authority and encourage the Contractor, as the Tolling period is dynamic. Kindly Consider	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	17	General	General	Mobilization Advance	Since, the Cost imposed on manufacturing of TBMs is very high, the authority is requested to provide interest free mobilization advance of 10% of Estimated project cost for providing financial aid to the Concessionaire. Kindly Consider.	Tender Conditions Prevail.

concessionaire	Package	Sr. No.	Document	Clause No.	Present Provision in Clause (If Any)	Query	Response/ Amendment (if any)
Vishwa Samudra	Package 1 & 2	18	DCA	Concession Agreement Schedule G Weightages Tunnel	1. Tunnel TBM Tunnel & Cross Passages 1) Procurement Testing and Assembling of TBM.	Tunnel Boring Machine The authority is requested to add payment weightage towards 25% of cost of TBM on the date of acceptance from TBM Manufacturer through his confirmation letter. Kindly Consider	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	19	Technical Schedules	Volume 3A Schedule-B Page No. 58,59	15. Change of Scope The length and width of all types of structures and Tunnel stretches specified herein above shall be treated as an minimum requirement. The actual lengths as required on the basis of detailed investigations shall be determined by the Concessionaire in consultation with Independent Engineer and in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope.	The authority is requested to provide change of scope for any deviations in length due to geological conditions within the tunnel and amend the estimated project cost and value of construction support accordingly.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	20	Technical Schedules	Volume 3A Cl. 3 of Sch.-B, Pg no. 54	3. Right of way Note: The concessionaire shall adopt prudent construction methodology and carry out construction with due care so that there shall be no damage to the structures/properties within/ outside the acquired ROW in the influence zone of the tunnel, otherwise, the cost of their repair/damages shall be borne by the concessionaire, wherever damages will be on account of the concessionaire.	The Authority is requested to modify the Clause as below "The Tunnel construction system (NATM/TBM) shall be decided by the concessionaire without causing any damage to the structures/properties within/ outside the acquired ROW in the influence zone of the tunnel, otherwise, the cost of their repair/damages shall be borne by the concessionaire, wherever damages will be on account of the concessionaire.	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	21	Technical Schedules	Volume 3A Cl. d of Sch.-C, Pg no. 85,86	d. Wayside Amenities / Service Areas Wayside Amenities should be provided at Intermodal Hub locations	The Authority is requested to provide the list of wayside amenities in Inter Modal Hub, and any other place along the ROW (Entry, exit ramps etc.) revenue collecting system	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	22	Technical Schedules	Volume 3A Cl. 15 of Sch.-B, Pg no. 58,59	15. Change of Scope The length and width of all types of structures and Tunnel stretches specified herein above shall be treated as an minimum requirement. The actual lengths as required on the basis of detailed investigations shall be determined by the Concessionaire in consultation with Independent Engineer and in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope.	The Authority is requested to consider the change of scope in case there is increase in the length of the tunnel, inversely there should not be any change of the scope in case there is reduction in the length of the tunnel as the project is in BOOT mode. The variations in strata must attach change of Scope. Please consider	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	23	Technical Schedules	Volume 3A TCS-01 Pg no. 60	IMAGE TBM TCS	As per the given typical cross section intermediate horizontal slab is provided for tunnel ventilation shaft, Since the design is in the scope of the concessionaire, the ventilation design is left to the concessionaire, and moreover by the time tunnel will be ready for the traffic the diesel and petrol vehicles shall be replaced by pollution free vehicles like electric, hydrogen fuel. Hence, the authority is requested to ventilation requirement in view of above Kindly consider	Tender Conditions Prevail.
Vishwa Samudra	Package 1 & 2	24	Technical Schedules	Volume 3A Cl. 3.2.5 of Section-3, Pg no. 121	d) vi) Hydrostatic pressures ignoring pore pressure relief obtained by any seepage into the tunnel. Two ground water levels shall be considered. a. Normal b. One mere above 20-year Flood level or 1.5m above known HFL.	The Authority is requested to provide the Status of ground water system. Kindly Provide	Bidder shall make its own assessment.
Vishwa Samudra	Package 1 & 2	25	Technical Schedules	Volume 3A Cl. 3.2.17 of Section-3, Pg no. 125	3.2.17 Ground Treatment and Temporary Support 1) For all bored-tunnel sections, a plan shall be prepared, based on all of the available data, of the anticipated need for and methods of providing the following i) Ground treatment at break-in / break-out locations ii) Ground treatment in advance of the tunnel excavation. Temporary support during tunnel excavation	The ROW is covered with dense urban habitations hence, carrying out geotechnical survey in such a less time doesn't seem to be feasible within the short time given for bid submission. Hence, the Authority is requested to provide the Ground Treatment and temporary support and Ground improvement, rock mass index. Kindly Provide.	Borehole Details are uploaded on the eportal, However, the concessionaire are expected to conduct their own assessment.


 DIRECTOR
 Bengaluru Smart Infrastructure Limited
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Vishwa Samudra	Package 1 & 2	26	Technical Schedules	Volume 3A Cl. 3.2.21 of Section 3, Pg no. 126	<p>3.2.21 Ground Improvement</p> <p>1)Ground-improvement may be required along certain alignment segments of the Contract to control ground and EBS movement and distortion that may be induced by excavation and tunnelling and at tunnel break in/ break-out locations, in advance of bored tunnel excavation.</p> <p>2)The Concessionaire shall prepare and submit his designs and method statements supported by analysis for all ground improvement to the Independent Engineer for his Notice of No Objection. These designs shall define performance objectives for the ground improvement</p> <p>3)The information and assumptions on which the ground improvement is based shall be shown on the design drawings.</p>		


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