



# महाराष्ट्र रेल इन्फ्रास्ट्रक्चर डेवेलपमेंट कॉर्पोरेशन लि.

महाराष्ट्र शासन आणि रेल्वे मंत्रालय यांचा संयुक्त उपक्रम, २ रा मजला, हेक्ट हाऊस, नरीमन पॉईंट, मुंबई ४०००२१.

**MAHARASHTRA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**

A Joint Venture of Govt. of Maharashtra and Ministry of Railways

2<sup>nd</sup> Floor, Hoechst House, Nariman Point, Mumbai 400 021

Tel: +91 22 67477510 | Fax: +91 22 67477511 | Rly: 090 23700 | Email: info@maharail.com | Website: www.maharail.com

CIN: U74999MH2017SGC298367

## **CORRIGENDUM-1**

**Date: 21.11.2019**

**Name of Work:** Construction of all civil works upto formation level including dismantling of existing Narrow Gauge line, Earthwork, blanketing, Major & minor bridges, Road Under Bridges (RUB)/ Limited Height Subway (LHS), retaining walls, drains, ground improvement works, cement concrete lining, cross drainage works, relocation of existing roads & utilities, Providing & fixing of Over Head Equipment mast etc. from Chainage (-) 1.214 KM to Chainage 30.00 km and all Chord lines, shunting, Isolations/sand hump/cross overs etc. in all the station yards in connection with Gauge Conversion Work between Nagbhir to Bhiwapur Section in Nagpur Division of South East Central Railway.

**Subject: Pre-Bid Query Reply**

**Ref:** i) e- Tender No.: MRIDC/PROJ/e-TENDER/EW/2019/58

Corrigendum is issued regarding reply of query raised by prospective bidders:-

Sr No	Description	Tender Clause	Bidder's Queries	MRIDC's Reply
1	Format for Power of Attorney for Authorized Signatory	In Technical Bid Document, Page No. 264 of 299 Annexure-II, Format for Power of Attorney for Authorized Signatory to be given	Can we submit our Standard Company Power of Attorney or it is required to submit as per the Format given in Annexure-II, Page No.264 of 299.	POA as per format given in Annexure-II shall be used.
2	Details of Current Contract Commitments/ Work in Progress of the Firm	In Technical Bid Document, Page No. 283 of 299, Annexure XI, Details of Current Contract Commitments/Work in Progress of the Firm to be Given	In Payment taken till last day of the previous month in which tender is to be opened column, at the time of tender submission is it just required to just give the details or also required to attach the TDS Certificates for all the contracts.	Details of Current Contract commitments/work duly certified by Chartered Accountant.
3	Details of Works completed by Firm	In Technical Bid Document, Page No. 284 of 299, Annexure XII, Details of Works Completed by the Firm to be Given	In Payment taken till last day of the previous month in which tender is to be opened column, at the time of tender submission is it Required to give details for all the contracts executed or only for those works which are satisfying the Technical Eligibility Criteria.	Bidder shall submit the details of completed works in last seven years in Annexure XII. Submission of supporting documents as per EQC is mandatory.
4	MRIDC Master Copy	As per Technical Bid Document, clause No.3.4.5, Page No.25 of 299 of the tender Document it is mentioned that after award of work, and agreement will be drawn up. The Agreement shall be prepared based on the master copy available in the office of Maharashtra Rail Infrastructure Development Corporation Limited and not	Kindly provide the Master copy which is available in the office of Maharashtra Rail Infrastructure Development Corporation Limited for our reference.	Master copy of tender is same as uploaded in tender wizard.

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		based on the Tender Documents submitted by the Bidder.in case of any discrepancy between the tender Documents downloaded from the internet and the master copy, latter shall prevail and will be binding on the bidders. No claim on this account shall be entertained.		
5	Removal & Stacking of Ballast from the existing track	In Technical Bid Document, Page no.20 of 299, point No. e) it is mentioned Removal and Stacking of Ballast from Existing Track	Can we reuse the same?	In scope of the work of this tender ballast is not included however released ballast will be stacked by contractor.
6	Liquidated Damages	As per clause 4.21.6 of the Technical Bid Document, it is mentioned that Liquidated Damages shall be 0.10% of contract value of works for each day to maximum of 10% of the contract value	We request you to kindly consider 0.5% per week to 2.5% of the contract value	Not Considered. Will be dealt as per tender conditions.
7	Completion Period	In the Invitation for E-Tender, the Completion Period mentioned is 300 Days	The Completion Period should be 1.5 Years	The completion period of subject tender is 300 Days and remain unchanged. We are committed for fast pace completion.
8	Instruction to Bidders, Clause no. 3.8 (c), page no. 24 of Technical bid document	The Earnest money should be in any of the following forms: FDR / Bankers cheque / Demand Draft issued by any Indian Scheduled Bank	The tenders already published and yet to be published in future by MRIDC, EMD is sought in the form of FDR/DD. The submission of EMD in the form of FDR/DD for quoting number of projects by an individual firm/company will adversely affect the working capital of the bidding firm. Therefore, we request your good self to make provisions in the tender to submit EMD in the form of Bank Guarantee in addition to FDR/DD.	This shall be dealt as per tender condition.
9	Section -2, Notice Inviting Tender, Sub clause 2.1, Completion period, Page no 7 of 299	Completion period D+300 days D- Date of Letter of Acceptance	We request you to enhance the completion period for at least 24months by considering the length of work, working season etc., Kindly consider	The completion period of subject tender is 300 Days and remain unchanged. We are committed for fast pace completion.
10	Section -2, Notice Inviting Tender, Sub clause 2.29, Point no (g), Page no 13 of 299	Last date and Time of uploading/submission of Bid	We request you to extend the bid submission date at least 15 days to asses and quote the competitive bidding. Kindly consider.	As on date, there is no extension in submission date.
11	Section -3, Instruction to Bidders, Sub clause 3.32, Point No 01: Measurement conditions, Page no 33 & 34 of 299	No field Measurement for earthwork/embankment (in cutting and filling including subgrade and blanket) shall be considered for payment and payment will be made as per quantity provided in BOQ.	Considering risk on either side, we request you to consider the field measurements like taking levels before and after site clearance (C&G) of original ground level in presence of Engineer/MRIDCL representative to assess the actual quantity and delete or modify the clause accordingly. Kindly consider	Will be dealt as per tender condition.

Sr No	Description	Tender Clause	Bidder's Queries	MRIDC's Reply
12	Section-4, Sub clause 4.18.1: Royalty, Page No 46 of 299	iv. Change in rates of royalty during the contract/ extended contract period shall be on account of the contractor. Note: In case of Royalty will be waived off by Government of Maharashtra, the amount of royalty will be recovered from the contractor	We request you to consider the change of royalty charges and modify the point no (iv) as " The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in royalty charges made after the Base Date" and delete "foot note" given in clause. Kindly consider.	Will be dealt as per tender condition.
13	Section-4, Sub clause 4.19: Statutory increase in Duties and Taxes etc., Page 46 of 299	Further MRIDC shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. At the time of quoting / bidding Firm / Agency should bear the above fact in mind.	We request you to consider the statutory changes in duties and taxes and modify the clause as " The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in duties and taxes etc., by the state & central govt. and local bodies made after the Base Date" Kindly consider.	Will be dealt as per tender condition.
14	Section-4, Sub clause 4.28, Working during night, Page No 54 of 299	The Firm / Agency shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.	In view of the project duration, We request you to allow the contractors work during nights and modify the clause accordingly. Kindly consider	As per clause night working shall not be carried out without the previous permission of the Engineer. Condition of the tender remains unchanged.
15	Section-4, Sub clause 4.57, Price Escalation clause, Page No 65 of 299	No price escalation will be admissible. The prices shall remain firm for the entire tenure of the Contract including extended period.	Considering risk on either side, We request you to consider the price variation and modify the clause accordingly in view of material rates fluctuation especially Diesel. Kindly consider.	No Price escalation will be applicable for this tender.
16	Section-4, Sub clause 4.60, Missing Item / Specification / Works, Page No 66 of 299		We understand that the necessary soil investigation of proposed alignment i.e. at formation, minor and major bridges etc. already done by MRIDCL and not required to conduct such investigations by contractor after award of contract. If not done please include necessary items in BOQ for conducting the same. Kindly clarify and consider.  If soil investigations already conducted by MRIDCL, Please provide those details for reference.	Soil Investigation has been done by MRIDC. It can be inspected any time.
17	Section-4, Sub clause 4.70, Occupation and use of land, Page No 70 of 299	No Land belonging to or in the possession of the Railway / MRIDC/ State Government shall be occupied by the Firm / Agency without the permission. The Firm / Agency shall not use, or allowed to be use, the site for any purpose other than that of executing the work.	We understand that with prior permission of MRIDCL/Railway free land can be provided for setting up batching plant, offices, stores etc., related to the contract works. Please clarify.	If free land is available, the same will be issued to contractor for batching plant, laboratory and site office setup. However, if free land is not available, the agency shall pay conservancy charges as applicable from time to time.
18	Section-4, Sub clause 4.79, Laboratory cum site office, Page No 73 of 299		Plases provide the following details to understand the scope of work. 1. Area of building to be provided (Laboratory cum site office)	1. Field/site lab to be fully equipped for conducting all required test during the execution of earthwork, subgrade, blanketing & concrete works. The lab should be suitable sized to

Sr No	Description	Tender Clause	Bidder's Queries	MRIDC's Reply
			<p>2. Equipment to be provided in Laboratory</p> <p>3. Furniture to be provided in site office.</p> <p>4. How many offices are to be provided?</p> <p>5. Any electronic goods to be provided for the use of Engineer.</p> <p>Hence, we request you to include separate items for each activity under site facilities. Kindly provide and consider.</p>	<p>accommodate the required equipment &amp; tests.</p> <p>2. Temporary site office of suitable size to accommodate 3-4 people to be provided by Contractor.</p> <p>3. General Arrangement of office table &amp; chairs to provide in site offices.</p> <p>4. One site office to be provided.</p> <p>5. No electronic goods to be provided for the use of Engineer. However, Computer with internet connection &amp; Printer shall be provided at site office.</p>
19	Section-5, Sub clause 5.7, Expenses of Employer representative, Page No 87 of 299	All the expenses of Engineer's representative shall be borne by the Firm/Agency, whether the inspected material is finally utilized in work or not.	Please provide the type of expenses and limit of expenses to be borne by the contractor. Kindly clarify.	The expenses of Engineer's representative for daily site visit or location where the work will execute shall not be borne by the contractor. However, all expenses of Engineer's visit for testing of materials at laboratory including testing charges shall be borne by Contractor.
20	Section -7, Sub clause 7.20, Excavation & Disposal of Bad formation/Black Cotton soil and Fill with approved material cohesive non swelling soil or material approved by MRIDC to original ground level and above. (BOQ item no: 28). Page No 197 of 299	Note (3). No extra payment shall be made with respect to change in quantity, if any of this item.	We request you to provide the quantity details of bad formation/black cotton soil stretches to avoid conflicts after award of contract and to enable smooth working progress. Please provide.	Quantity of bad formation/black cotton soil is already provided in BOQ. Bidder is expected to visit the site and assess himself, the quantum of work.
21	Section -10, Time period and payment schedule, and Bill of quantities	Sub clause 10.1, Payment schedule	<p>The payment schedule given under clause causing negative cash flows and not matching with actual execution.</p> <p>In this regard, kindly consider the payments for the quantities executed in the month or suitably change the clause in line with actual site execution. Kindly Consider.</p>	Will be dealt as per tender condition or as per decision of MRIDC during the course of work.
22	Section -7, Sub clause 7.15: Excavation for formation & foundation, pile cap, retaining wall, curtain wall, drop wall, side drain, Toe wall, trolley refuges and other places as required (cutting) in all types of soils, boulders, soft rock, hard rock by mechanical	Point no (i) of (ii) of clause 7.15.3 (Page no 191 of 299): Measurement of plan area of excavation for payment shall be permitted only up to the end of PCC under foundations.	We request you to consider measurement of plan area of excavation in foundation for payment considering authorized working space of 600mm on either side @ lowest sub structure. Kindly consider	Will be dealt as per tender condition.

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	<p>methods like hydraulic rock breakers/ splitters or any such methods) or by Controlled Blasting including dewatering etc. as per specifications with all contractor's own machinery and equipment, crossing of track, shoring, strutting, timbering and buttressing with sand /clay bags and all such measure..... (Boq item no 20, 21 &amp; 22)</p>			
23	<p>Section -7, Sub clause 7.15: Excavation for formation &amp; foundation, pile cap, retaining wall, curtain wall, drop wall, side drain, Toe wall, trolley refuges and other places as required (cutting) in all types of soils, boulders, soft rock, hard rock by mechanical methods like hydraulic ..... (Boq item no 20, 21 &amp; 22)</p>	Measurement for excavation	<p>We understand that original &amp; executed ground levels will be recorded for every stage of work in presence of Employers representatives and measurement for payment will be limited to the dimensions (for executed levels) shown in the drawing. Kindly confirm.</p>	<p>No field measurement will be done. The payment will be made as per quantity provided in BOQ.</p>
24	<p>Section -7, Sub clause 7.15: Excavation for formation &amp; foundation, pile cap, retaining wall, curtain wall, drop wall, side drain, Toe wall, trolley refuges and other places as required (cutting) in all types of soils, boulders, soft rock, hard rock by mechanical methods like hydraulic rock ..... (Boq item no 20, 21)</p>	Cl 7.15.3 (iv): Disposal of excavated material	<p>We request you to provide the approx. lead for disposal of excavated material and moreover it is understood that the excavated material is unusable (except for back filling in foundations under item no 20). Kindly provide and confirm</p>	<p>Contractor should visit the site and find the suitable area/necessary permissions for disposal of unusable material to assess the approximate lead for the same.</p>
25	<p>Section -7, Sub clause 7.15: Excavation for formation &amp; foundation, pile cap, retaining wall, curtain wall, drop wall, side drain, Toe wall, trolley refuges and other places as required (cutting) in all types of soils, boulders, soft rock, hard rock by mechanical methods like hydraulic</p>		<p>We understand that the scope of work under BOQ item no 21 is limited to earth work in cutting for formation and other places and stacking the material at designated places only. Kindly confirm.</p>	<p>Scope of work includes earthwork in cutting for formation &amp; other places and dispose of unusable material outside RoW/suitable area for disposal.</p>

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	rock ..... (Boq item no 21)			
26	Section -7, Sub clause 7.16, 7.17 & 7.18 (Page 193 to 196)	Mode of measurement	We understand that field levels will be taken before and after site clearance to assess the actual quantity executed. Kindly confirm.	No field measurement will be done. The payment will be made as per quantity provided in BOQ.
27	Section -7, Sub clause 7.21 (Page 197 & 198 of 299)	Extra item rate for Boring of pile with hydraulic rig in Hard rocks and big boulders	Kindly provide pile socketing depth in soft and Hard rocks to assess the correct rate or We request you to consider extra rate over boq item no 29 for boring of pile with hydraulic piling rig in Hard rock or big boulders etc. Kindly consider	Kindly refer para 6.7 of tender document. Extra rate over boq item no 29 for boring of pile with hydraulic piling rig in Hard rock or big boulders etc. shall not be considered.
28	Right of Way (General)	-	We understand that 100% ROW will be made available to the contractor at the time of award of work. Kindly confirm. If the same will be handed over in parts, request you to kindly share the schedule of handing over of site.	Entire Stretch will be handed over to contractor after award of work.
29	Forest Land (General)	-	We understand that any permission required to be taken from forest department shall be under the scope of authority. Kindly confirm our understanding.	All necessary permission shall be in the part of contractor. However, the whole activity is within the ROW of Railways.
30	Royalty 4.18.1	-	Kindly confirm if royalty for earth is applicable on the earth which is excavated from railway RoW and used within railway RoW for the same name of work.	Royalty for earth is not applicable on the earth which is excavated from Railway RoW and used within Railway RoW for the same nature of Work. However, if required to be paid to state Government over and above BOQ item no. 23, it will be reimbursed separately.
31	Third Party Inspection (General)	-	We understand that third party inspection is not applicable on any of the price schedule. Kindly clarify	No third-Party inspection will be required.
32	Measurement Conditions 3.32	1. No field Measurement for earthwork/embankment (in cutting and filling including subgrade and blanket) shall be considered	Request you to kindly modify the clause to re-measurable items, as in, the quantities executed shall be paid as per actual based on physical measurement at site.	Will be dealt as per tender condition.
33	Measurement Conditions 3.32	2. In case any change in formation level, during the execution of work, the payment will be made as per revised quantity calculated	Request you to kindly allow modification of the clause as below: During the execution of the work, if there is change in the difference	Will be dealt as per tender condition. The referred clause is self-explanatory.

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		between revised formation level & formation level shown in Project sheet.	between OGL & FL at any point with respect to tender drawing, quantity shall be revised as per actual executed at site.	
34	Payment Schedule Section 10	-	The current payment schedule shall result in heavy negative cashflow during the execution of the project. Request you to kindly amend the payment terms to allow billing of schedules without any limiting criteria.	Will be dealt as per tender condition.
35	Instruction to Bidders, Clause no. 3.8 (c), page no. 24 of Technical bid document.	The Earnest money should be in any of the following forms: FDR / Bankers cheque / Demand Draft issued by any Indian Scheduled Bank	The tenders already published and yet to be published in future by MRIDC, EMD is sought in the form of FDR/DD. The submission of EMD in the form of FDR/DD for quoting number of projects by an individual firm/company will adversely affect the working capital of the bidding firm. Therefore, we request your good self to make provisions in the tender to submit EMD in the form of Bank Guarantee in addition to FDR/DD.	Earnest Money shall be accepted only in the form as specified in tender documents.
36	3.4.10 Earnest Money	Earnest Money in the form of Banker's Cheque/Demand Draft/FDR shall be scanned & uploaded through online e-bidding process. Further EMD in original form sealed in an envelope must be received by MRIDC at the address specified in the "e-Bidding Notice" not later than the prescribed date and time for e-bid submission.	Please consider Earnest Money Deposit in the form of Bank Guarantee	Earnest Money shall be accepted only in the form as specified in tender documents.
37	Clause: 8.5 Specialized Subcontractors SECTION 8 ELIGIBILITY AND QUALIFICATION CRITERIA	If permitted under bid document, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. MRIDC permits Bidders to propose Specialized Subcontractors for the following activities: a. General Electrification Works	Please clarify whether the bidder should submit specific experience of sub-contractors with MOU for specialized works for the activities from a to g.	The approval by MRIDC for subcontractors for the mentioned activities shall be taken in advance during execution.

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		b. Reinforced Retaining Earth Wall c. Bearings d. Aesthetic Finish e. Installation of Cameras at sites f. Pile testing & testing of materials g. Any other item of BOQ if approved by MRIDC		
38	4.18.1 ROYALTY	i. The Contractor will have to deposit the amount towards royalty on the applicable materials with concerned authorities from time to time as the work progresses based on the applicable rates of State Government. The deposition of royalty should be in the name of the Firm/agency who has taken the contract from MRIDC and for the location of work under contract. ii. Client Representative may withhold /deduct the amount of Royalty from the on-account bill payments till the Contractor submits the proof of payment of Royalty in original to concerned authority/ authorities. In case of failure to do so., the Client Representative may deposit with hold / deducted amount to the concerned authority/authorities and additional 5% of Royalty amount paid by MRIDC will be also recovered from contractor dues as a convivence fee, iii. The Contractor shall be liable to obtain Royalty Clearance certificate from the concerned authorities for all the materials executed under the contract before the payment of final bill. iv. Change in rates of royalty during the contract/ extended contract period shall be on account of the contractor. Note: In case of Royalty will be waived off by Government	We have noted that the statutory variation in royalty is not to the account of Employer. We would like to bring to your kind notice that changes in royalty are happening almost every year. It is very difficult to predict the changes in statutory variation in royalty. We also would like to bring to your notice that all the government departments like Govt./ Semi Govt. /PSUs / Autonomous Bodies etc. changes in statutory variation are to the account of Employer only. In view of the above explanation, we request you to kindly accept that "any changes in royalty during project duration shall be to the account of Maharashtra Rail Infrastructure Development Corporation Limited. Further, the central / state government has issued resolution regarding exemption of royalty charges for water conservation / recharging through creation/revival of water bodies such as water tanks, ponds, check dams and farm- ponds in the rural areas.as many parts of the country are facing water problem. Hence we request you to kindly do not recovered amount of such exempted royalty from the contractor.	Will be dealt as per tender condition.

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		of Maharashtra, the amount of royalty will be recovered from the contractor.		
39	4.19 STATUTORY INCREASE IN DUTIES, TAXES ETC	All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of Bid shall be fully borne by the Firm / Agency and shall not be reimbursed to him on any account. The Bid shall be inclusive of all taxes, levies etc. Further MRIDC shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. At the time of quoting / bidding Firm / Agency should bear the above fact in mind.	We have noted that the statutory variation in taxes & duties is not to the account of Employer. We would like to bring to your kind notice that changes in taxes & duties are happening almost every year. It is very difficult to predict the changes in statutory variation in taxes & duties We also would like to bring to your notice that all the government departments like Govt./ Semi Govt. /PSUs / Autonomous Bodies etc. changes in statutory variation are to the account of Employer only. In view of the above explanation, we request you to kindly accept that "any changes in taxes & duties during project duration shall be to the account of Maharashtra Rail Infrastructure Development Corporation Limited.	All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of Bid shall be fully borne by the Firm / Agency and shall not be reimbursed to him on any account.
40	4.37 ESCALATION CLAUSE	No price escalation will be admissible. The prices shall remain firm for the entire tenure of PRICE the Contract including extended period.	Request you to kindly allow price variation clause since the project cost is more than 100 Cr. & SD/ Material/ Steel/ Cement/ Labour prices may vary drastically resulting into huge impact financially. Kindly allow price variation.	No Price escalation will be applicable for this tender.
41	SECTION: 10 TIME PERIOD AND PAYMENT SCHEDULE, BILL OF QUANTITIES	The construction schedule consists of the three Phases and each phase having multiple stages mentioned below to be executed sequentially starting from Stage-I: Section Nagbhir to Bhiwapur (Km (-) 1.214 to Km 30.00) Phase-I : Km (-) 1.214 to Km 10.00 & all chord lines Phase- II : Km 10.00 to Km 20.00 Phase-III : Km 20.00 to Km 30.00  10.1 The Firm / Agency shall follow the time schedule mentioned below strictly	The BOQ has been provided by the authority & we have to quote our rates only in percentage basis. Further, the completion period for execution of work is too short and length of the project is more, hence it is not possible to execute the work stagewise. Therefore, we request you to delete the condition of Section], Note: - Para no. (iv)	Will be dealt as per tender documents.

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		<p>and will be eligible to receive the payments in stages as mentioned in the table below: The payment (percentage Fee) of contract value shall be applicable for total scope of work.</p> <p>Note: iv. Stages of payment shall be in the sequence specified above e.g. If the work for Stage-II is completed before stage-I, Payment for stage II will be made only after completion of stage-I.</p>		
42	SECTION: 8 Eligibility & Qualification Criteria	<p>Work executed for Railways, Highways, Expressway, Runways, Four lane roads, Major District Roads, BRTS Works, Major Industrial Roads, Airport and Canal works where the earthwork is compacted &amp; also involving Construction of Bridges in same contract or in other contract during qualifying period" with any Government, Semi Government or Public Sector Undertaking (PSU) organisation of India shall be treated as similar work.</p>	<p>As per tender document definition of similar work agency should complete with any Government, Semi Government or Public Sector Undertaking (PSU) organisation of India. We have completed the similar work in overseas with Government of Oman. You are requested to kindly consider overseas construction experience also in the prequalification criteria of aforesaid tenders and confirm the same.</p>	<p>Foreign experience is not considered.</p>

**Sd/-  
Managing Director  
MRIDC**