

**Prequalification Circular No. 08**  
**Annexure 1**

**1. Response to the Prequalification Queries**

No	Query	Response
1.	<p>Refer to "Prequalification Circular No. 04 - Response 10", "Series No. 6 (iv), B. Qualification Criteria, part 1: prequalification procedures" and "6.1 General Experience, C. Compliance Table, part 1: prequalification procedures"</p> <p>In Section 6.1 – General Experience in the Compliance Table, it is required that "Experience in the design and construction of large diameter deep tunnel networks 3M to 8M in diameter", however, in Response 10 in Prequalification Circular No. 04 and Series No. 6 (iv), the tunnels are not required to have a limitation of 8 meters in diameter.</p> <p>For clarity, please confirm that tunnels of larger diameter than 8 meters can be used for demonstrating Series No. 6 (a) and Series No. 6 (iv).</p>	<p>The relevant experience is assessed as a single entity only. Scoring is not divided by the number of JV partners.</p>
2.	<p>reference to the Prequalification for the Projects mentioned above, Form DC - 3.1 - Pre-Tendering Agreement for Joint Venture provides as follows:</p> <p>Clause 8 This Agreement shall terminate on any of the following occurrences: (a) Failure of the Parties to submit a bid to the Authority; or (b) The Tender is unsuccessful, or</p>	<p>The Tenderer to note that the Joint Venture refer in Clause 8 is for the exclusive purpose of Tendering for and performing a Contract in connection with this Project <b>only</b>.</p> <p>Submission of tender or performance security shall be in accordance with the tender and contract terms.</p>

No	Query	Response
	<p>(c) Upon expiry of the validity period of the Tender unless extended by mutual agreement of the Parties, or</p> <p>(d) The conclusion of the Joint Venture Agreement as per Clause 9 hereof, or</p> <p>(e) The Contract is terminated by the Authority.</p> <p>The termination of this Agreement in case of occurrence of any of items (a) to (e) of this Clause 8 will not become effective until all securities provided by the Parties for the Tender, if any have been paid to the Authority.</p> <p>We would highlight that the Joint Venture should not be under an obligation to pay the securities provided for the Tender in the cases listed under letters from (a) to (e).</p> <p>We would therefore request that the paragraph "The termination of this Agreement in case of occurrence of any of items (a) to (e) of this Clause 8 will not become effective until all securities provided by the Parties for the Tender, if any have been paid to the Authority." Is removed, or rephrased as follows "The termination of this Agreement in case of occurrence of the item (d) of this Clause 8 will not become effective until all securities provided by the Parties for the Tender, if any have been paid to the Authority.</p>	<p>PWA shall not make claims against tender security or performance security unless otherwise PWA entitle in accordance with tender and contract terms.</p>

No	Query	Response
3.	<p>Refer to "Part 1: prequalification procedures, Section III - Qualification Criteria, A. General</p> <p>Refer to "References from owners of all D-B projects of a similar nature and complexity to the proposed contract completed within the last ten years shall be attached."</p> <p>Please confirm if the participant should submit completion certificate or handover certificate of all the completed projects that are used to demonstrate 6(a)~6(e)? For the ongoing projects, please confirm if the participant should submit the project contracts?</p>	<p>Submittal of completion or handover certificates would be satisfactory.</p> <p>For ongoing projects, formal progress reports detailing the project scope would be acceptable.</p>

**- END OF PREQUALIFICATION CIRCULAR NO.8 -**