

Haryana Rail Infrastructure Development Corporation Limited
(A JV of Govt. of Haryana and Ministry of Railways)

Response to Pre-bid queries

Pre-Bid Meeting held on 22.07.2022 at 11:00 Hrs through online video conferencing

Tender No: HRIDC/FS/DPR/313/2022

Name of Work: Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited (HRIDC)".

SN	Clause/Page No	Clause Description	Bidder's Query	HRIDC Response
1	GC/RFP	1.Consultant is not defined in GC 2. Many clauses are not applicable on consultant.	We request you to define Consultant in GC. Kindly mention N/A (Not Applicable) in the clauses wherever it is not applicable to the consultant/scope of work of this tender. We believe that obligations and liabilities under this GC has been clubbed with the contractor's obligations which will expose the consultant to more risk and financial liability.	The proposed work is being executed as a works contract. Hence, GCC applicable to works tenders has been considered. The word contractor also implies as consultant in the proposed work.
2	Part II, Standard General Conditions Pg. 160	Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition	We request that any assignment or Subletting of Contract shall not be unreasonably withhold by the client.	The GCC document is standard instructions issued by Ministry of Railways, therefore the instruction issued in RFP shall prevail.

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		shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.		
3	Part II, Standard General Conditions Pg. 166	<p>17A Extension of Time in Contracts: The Contractor shall indicate the period for No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself</p>	<p>We need clarity on the below: Does the clause mean that the Consultant will be paid on the same rates or there will no additional payment for the extended period.</p> <p>Kindly Clarify.</p>	<p>The GCC clause 17(A) (B) shall be applicable for extension of completion period and payment shall be made on agreed rate, terms and conditions.</p> <p>It is very much clear and no need for further clarification and Instruction issued in RFP shall prevail.</p>
4	Part II, Standard General Conditions 17 (B)(i), Pg. 166	<p>Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the</p>	<p>We request to delete the contents "Time is an essence" as there is a provision of LDs in case of delays.</p>	<p>No Change. The GCC document is standard instructions issued by Ministry of Railways.</p>

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		contract and the works must be completed not later than the date(s) as specified in the contract		
5	Part II, Standard General Conditions 40 (A) (iii) & Pg. 178	Offloading of Part(s) of Work: The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor	This clause may lead to dispute & misuse during course of action, therefore request to remove the same clause.	No Change. The GCC document is standard instructions issued by Ministry of Railways,
6	Part II, Standard General Conditions 46 (A) & Pg. 183	Price Variation Clause (PVC)	The price variation formula is not covering consultancy work, therefore request you to incorporate PV formula for consultancy works also	The work is being treated as works contract and appropriate classification mentioned for any other works. Clause 6 of special conditions of contract in RFP shall be applicable for this work.
7	Part II, Standard General Conditions 61.(3) & Pg. 205	Payment on Determination of Contract: The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.	It is requested to allow claim for loss due to the early termination of the contract which is not attributed to contractor.	It is very much clarified in standard document and need no further clarification.
8	Part II, Standard General Conditions 62.(1)(vii) & Pg. 205	Determination of Contract owing to Default of Contractor: Persistently disregard the instructions of the Engineer, or contravene any provision of the contract	Request to modify this clause as below; "Persistently disregard the instructions of the Engineer within Contractual framework, or contravene any provision of the contract "	It is very much clarified in standard document and need no further clarification.

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9	Part II, Standard General Conditions 63.1, 63.2.1,64.3 & Pg. 207	Matters Finally Determined by the Railway: the decisions of the Railway authority, thereon shall be final. The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG).	We request that arbitrator & conciliator should be a neutral body and not existing or retired employees.	No change. The GCC document is standard instructions issued by Ministry of Railways.
10	Part II, Standard General Conditions 61, Pg. 205	Determination of Contract: There is no provision of termination right to the Consultant.	We request for an explicit termination right in case of non-payment and breach of obligations.	Indian Railway General Condition of Contract along with special conditions shall be applicable.
11	Requesting for a New Clause	Capping of Liability - There is no clause for capping of our liability.	We request to incorporate the below clause for capping of liabilities: Consultant's liability under or in connection with this agreement shall be limited to the Fee in the aggregate amount.	Not agreed. The GCC document is standard instructions issued by Ministry of Railways.
12		Professional Liability Insurance	Please confirm the minimum coverage of Professional Liability Insurance & duration to be procured for the Contract. Will Global Insurance – Umbrella Policy be allowed? Please Clarify	As per extant Govt. Policy
13		Third Party Liability Insurance	Please provide the amount for insurance to be procured for Third Party Liability	As per extant Govt. Policy
14		Replacement of Experts	We understand that CV of Experts possess equal or better qualifications and experience would be submitted for replacement. Please Confirm.	Replacement by an expert having minimum or better qualifying criteria is not restricted subject to prior approval of HRIDC. Therefore, Instruction issued in RFP shall prevail.
15		Third Party Motor Vehicle Liability Insurance	Please provide the amount for insurance to be procured for Third Party Motor Vehicle Liability	As per extant Govt. Policy

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16	Clause 1.2 NIT Pg. 4	Tender Submission End date: 10.08.2022 at 15:00 Hrs	Seeing the quantum of work in bid, we would request you to extend the due date by 4 weeks from current submission date	No change.
17	A. Essential Qualifying Criteria Pg. 88	A. Essential Qualifying Criteria The contractor should possess the experience of having Successfully completed similar works during the last 7 years (as on 31.07.2022), which should be any one of the following: i. One similar completed work of amount not less than 5.55 Cr. ii. Two similar works of amount not less than 3.7 Cr each. iii. Three similar works of amount not less than 2.77 Cr each.	We would request Client to allow Consultant's to use Parent Company Credentials and Vice-Versa to meet the Essential Qualifying Criteria. For kind consideration.	No Change, Instruction issued in RFP shall prevail.
18	HRIDC/FS/DPR/313/2022 Page 45	Note: Similar Nature of Work: a) Works are considered similar if the work consists of preparation of Detailed Project Report including Selection of alignment using Mx Rail and AutoCAD Civil 3D software or Final Location Survey (FLS) and getting approval of Railways/ DFCC/ RVNL or a Govt PSU in connection with Construction of New BG Electrified line.	We request Client to consider the projects completed for various metro authorities also as similar projects. Kindly consider our request. Since, most of the metro's in India are operational on Standard Gauge. We request Client to kindly incorporate the criteria for standard gauge also in the similar nature of work. For kind consideration please.	No Change, Instruction issued in RFP shall prevail.
19	Terms of Reference Pg. 31	2. Objectives & Purpose of Study The purpose of this study is to prepare Feasibility study and Detailed Project Report for various projects in Haryana Rail	We would request Client to share the brief of corridor details & alignment of the various projects under HRIDC for which FS & DPR is to be carried out. This will help in estimating the	HRIDC has mandate to undertake feasibility and DPR works of new projects in the state of Haryana as per directions of Govt. of Haryana and Ministry of Railways. Mostly the project assigned to HRIDC falls in the state of

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		Infrastructure Development Corporation.	amount for various surveys to be carried out. For kind consideration.	Haryana so, it is assumed that the work shall be carried out mostly in the state of Haryana. Hence, instruction issued in RFP shall prevail.
20	QCF 1 Pg. 90	Note: iv. Persons with the approved CV will have to be mobilized to carry out the work totaling up to the time period mentioned against each position.	Please provide the time-period/man-months against each position as it is not mentioned against each expert in QCF – 1.	The time period/man months against each position depends upon the quantum of the work in each project DPR so, it can not be defined for each category separately at this stage.. Hence, instruction issued in RFP shall prevail.
21	HRIDC/FS/DPR/313/2022 Page 45	x. Jungle clearance: The rates quoted by the bidder are inclusive of jungle clearance required, if any, for conducting the survey including fixing of pegs, pillars etc. and no separate payment shall be made. xiii. Service Roads: The bidder will be permitted to make use of the existing service roads, if any, free of cost. New service roads required by the bidder in connection with the for carriage of men, materials or for any other purpose whatsoever will have to be constructed and maintained by the bidder at his cost. For the purpose of construction of service roads on Railway land, permission will be given to the bidder at	In order to determine such costs we request Client to kindly share the alignment details of various projects like alignment, previous reports etc. to be carried out under this scope	HRIDC has mandate to undertake feasibility and DPR works of new projects in the state of Haryana or as per directions of Govt. of Haryana and Ministry of Railways. Mostly the project assigned to HRIDC falls in the state of Haryana so, it is assumed that the work shall be carried out mostly in the state of Haryana. Hence, the jungle clearance, service road and land permission can not be defined at this stage. Hence, instruction issued in RFP shall prevail.

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		<p>HRIDC's discretion free of any charges.</p> <p>xiv. Land: Land other than Railway land is necessary to be entered upon for the purpose; such permission to enter into the land shall be arranged by the bidder at his cost. The bidder shall indemnify HRIDC against all claims for all damages whatsoever on this account. HRIDC, however, reserves the right to make use of such service roads without any charges.</p>		
22	<p>HRIDC/FS/DPR/313/2022 Page 46</p> <p>HRIDC/FS/DPR/313/2022 Page 46</p>	<p>xv. Electric Power: The bidder shall make his own arrangements for obtaining the electric power required for operating his machinery, equipment, lighting etc. GRIDE will not undertake any responsibility in this regard.</p> <p>vii. Plot the centerline of the proposed alignment along with all the existing features and obstructions, if any (scale: 1:1000). Also plot the longitudinal section to help GRIDE to confirm/modify decide the final formation level. Work out degrees of curves and details of gradients. The design of the alignment shall be done using Civil-3D, Mx Rail software in consultation with HRIDC.</p>	<p>In some points of the document, Client has mentioned "GRIDE". We understand this is a typographical error. Kindly confirm on our understanding.</p>	<p>This is a typographical error and may be read as HRIDC instead of GRIDE. Please refer updated document uploaded on e-Tender website.</p>

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		And few other places as well.		
23	HRIDC/FS/DPR/313/2022 Page 131 HRIDC/FS/DPR/313/2022 Page 88	10. Eligibility Criteria: 10.1 Technical Eligibility Criteria: (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Criteria for Evaluation of tenders A. Essential Qualifying Criteria 1. The contractor should possess the experience of having Successfully completed similar works during the last 7 years (as on 31.07.2022), which should be any one of the following	We understand the substantial completed project will be acceptable and also we request Client to kindly define the substantial completed project in this case. For kind clarification.	Please refer revised updated RFP document uploaded on e-Tender website..
24	GENERAL QUERY		We understand JV (Joint Venture) is not permitted for the this tender.	JV (Joint Venture) is not permitted for this tender. Hence, instruction issued in RFP shall prevail.
25	Clause 3.10, Point no. ii. , Page no. 70	ii. The consultant will be required to deploy the following staff at HRIDC office apart from maintaining a project team at the consultant's office for assisting HRIDC officials in comment compliance for approval of reports and liaison with railways/ other depts. a Project Coordinator – 1 Nos. b Engineer – Civil – 1 Nos.	Please clarify: We understand the these staff to be deployed Post Award of the Bid	The staff deployment shall be post award of the work as per instructions of HRIDC.

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		c Engineer – S&T – 1 Nos. d Engineer – Electrical – 1 Nos. e CAD Engineer – 1 Nos.		
26	QCF 1, Note: i	Bidders must enclose Name, date of birth and complete testimonials of the experts proposed to be deployed on the project. Out of the total experience at least 25% experience must be directly in the relevant field.	Please clarify: a: The relevant experience of 25% will be similar work in railways/PSU's/ Metro. B: Team Leader need to be from Systems or Electrical.	The relevant experience shall mean preparation of DPR and feasibility reports including selection of alignment etc. complete. Please refer updated document uploaded on e-Tender website.
27	Page no- 90, QCF1, Point 1	For Sr. No1, 2,3,8,9	To consider Relevant experience 5 years in Indian Railways, its PSUs/ Metro Railways)	Instruction issued in RFP shall prevail.
28	Page no- 90, QCF1, Table	Generic queries	Please clarify: Man months, Age for all positions and clarity on penalty	The document is self-explanatory and need no further clarification. Hence, instruction issued in RFP shall prevail.
29	Page no – 70, clause 3:10, point ii	Project Coordinator – 1 Nos. b Engineer – Civil – 1 Nos. c Engineer – S&T – 1 Nos. d Engineer – Electrical – 1 Nos. e CAD Engineer – 1 Nos.	Please clarify the Criteria for all 5 positions.	Similar criteria as per QCF 1 of RFP. Please refer updated document uploaded on e-Tender website.
30	Criteria for evaluation of tenders a. Essential qualifying criteria. Note: Similar nature of work: Page-88	Works are considered similar if the work consists of preparation of Detailed Project Report including selection of alignment using Mx Rail and AutoCAD 3D software or Final Location Survey (FLS) and getting approval of Railways/DFCC/RVNL of a Govt PSU in connection with construction of New BG electrified line.	In similar works the experience of DPR/Final locations for highway projects may be allowed	Not agreed. Instruction issued in RFP shall prevail

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31	3.5.1.7. Page 44	iii. Revenue village map of the entire areas shall be collected by the bidder	HRIDC may provide assistance in obtaining the revenue maps from state government and Railways drawings along with others details from Indian Railways as well as for permission to enter government/private lands for survey works.	The request of consultant shall be forwarded to concerned departments for procurement of desired document/records.
32		Additional Point	Tentative breakup of 650 Km of project length i.e., doubling/new lines with locations may be given for fair idea for quoting rates.	HRIDC has mandate to undertake feasibility and DPR works of new projects in the state of Haryana as per directions of Govt. of Haryana and Ministry of Railways. Mostly the project assigned to HRIDC falls in the state of Haryana so, it is assumed that the work shall be carried out mostly in the state of Haryana. Hence, instruction issued in RFP shall prevail.
33	NIT: Clause 2.10.2. (Page No. 18)	Tenderer/s has to submit online EMD, tender cost, e-service fees in the proper format as provided on e-procurement portal or upload the relevant details for MSEs/Startup business along with the tender prior to closing of tender submissions. Seeking exemptions no EMD shall be submitted in physical form to the authority.	We understand that if tenderer registered with UDYAM (MSME) then tenderer is not required to submit Cost of Tender Document / EMD. Please Confirm.	Permissible as per extent rules. Instruction issued in RFP shall prevail.
34	Criteria for Evaluation of tenders; Clause-A. Essential Qualifying	The contractor should possess the experience of having Successfully completed similar works during the	We understand that; A wholly owned subsidiary company, registered/ incorporated in India can utilize the	No, a wholly owned subsidiary company, registered/ incorporated in India cannot utilize the financial and

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	Criteria (Page No. 88)	last 7 years (as on 31.07.2022), which should be any one of the following i. One similar completed work of amount not less than 5.55 Cr. ii. Two similar works of amount not less than 3.7 Cr each. Three similar works of amount not less than 2.77 Cr each	financial and technical credentials of their parent/holding company. Please confirm.	technical credentials of their parent/holding company.
35	QCF1 (Page No. 90)	Requirement of skilled and trained manpower including engineers and technical staff	The required total experience of each required key personnel with Indian Railways, its PSUs/Metro Railways is quite challenging. As Government Officials are very limited in market with design experience. It is very hard to tenderer to find key personnel with such specific experience. Thus, we request you to please revisit this clause and allow/consider private company experience also.	No change. Conditions as mentioned in tender document shall prevail.
		Personnel's	We request you to please revisit this and allow tenderers to submit only Key Personnel's instead of full design team and redistribute marks accordingly. Further, please provide maximum age of proposed key personnel's.	No change. Conditions as mentioned in tender document shall prevail.
36	Special Conditions of Contract; Clause 4 (Page No. 97)	4. LABORATORY AND TESING FACILITIES OF SAMPLES The laboratory tests on samples shall be done through national reputed agency approved by HRIDC	We request you to please provide list of approved agencies.	Laboratory should be NABL approved as per consultation & approval of with HRIDC..

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37			As per the Clause, 2.4.1, Eligible Tenderer, Constitution of the Firm (D), we are Incorporated Company registered under Companies Act-2013 and we understand that a subsidiary Firm can participate in the subject tender using the Technical & Financial credentials of the foreign based Parent Company, Please Clarify	Instruction issued in RFP shall prevail.

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