

ANNEXURE 'A'

REPLIES TO PRE-BID QUERIES IN CONNECTION WITH RFP OF PMC FOR EXECUTION OF WORKS INVOLVED IN "DEVELOPMENT OF INTEGRATED COMMON RAIL YARD FACILITY & MODIFICATION TO ROB AT JNPT/NAVI MUMBAI"

S. No.	Name of the Firm	Reference / Clause/Page/Section	Query/Request/Suggestions	IPRCL's Comments
1	PEMS Engineering consulting (P) Ltd.	Section 1 Tender Detail iii	As per Notice Inviting Proposal (NIP) (iii) Dead-line of Submission of Proposals by 15.00 hrs of 16.05.2017. <i>Please provide 3 weeks extension i.e. 05/06/2017, for more accurate analysis and to make the bid competitive.</i>	This is not agreed to.
2	PEMS Engineering consulting (P) Ltd.	1.2.2 Section 2 Page no 5 of 39	1.2.2 Eligibility and Qualification Criteria: 1. Eligibility: Only firms that are registered or incorporated in India are eligible to compete. A subsidiary company, registered /incorporated in India may utilize the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. This will be subject to submission of undertaking by the parent/holding company in the prescribed format in form 14 of Section 3. The technical credentials of subsidiary(ies) in which share holding of the parent/holding company is not less than 90%, shall be treated as the credentials of parent/holding company. <i>It is proposed to relax the holding share of the parent company to 70% instead of 90%.</i>	This is not agreed to.
3	PEMS Engineering consulting (P) Ltd.	Form 8A (1) key professional Qualification and Experience	(ii) At least 3years in JA Grade and above of Engineer department of Railways and/or as JGM (E-6 in IDA) and above in Civil Engineering department in RITES/IRCON or equivalent grade in Konkan Railways/MRVC/DFCCIL nay Metro Rail Corporation either individually or	This is not agreed to.

			<p>combined. The person should also meet the hurdle criteria of having at least 3yrs experience in construction of railway line or maintenance of permanent way/Bridges but excluding USFD & Track Machine in any grade.</p> <p><i>The criteria fits in with the officers of Railway from ranks but availability of such officers is quite scarce, hence it is proposed to remove JA grade experience. Alternatively, it may be replaced by experience in SAG.</i></p>	
4	PEMS Engineering consulting (P) Ltd.	5.7.2.2.3 Page no 19 of 39	<p>5.7.2.2.3 Contractors of similar size and nature :</p> <p>The Consultant should have completed/substantially completed at least one contract of project Management Engineer in the last 7 years before the deadline for submission of the proposals (the services actually provided under the contract must include construction supervision) , of minimum value of:</p> <p>(a) INR 1.84 Crore in case of project in India or US \$0.92 Million for project elsewhere, for Railway projects/Metro Railway project.</p> <p style="text-align: center;">OR</p> <p>(b) INR 3.68 Crore in case of Project in India or US \$ 1.84 million for project elsewhere, for Highway projects/Airport projects which includes Runway & Taxiway System.</p> <p><i>It is proposed that projects of higher value be given weight age that of multiple projects in multiple of 1.84 CR/3.68 CR(E.g. A Railway project costing 5.52 Cr may be taken as 3 projects of value 1.84 Cr)</i></p>	This is not agreed to.
5	DORSCH Consulting (India) Private Ltd.	Refer Section 1, Page 1 of 2.	<p>Section 1, Page 1 of 2, Period of Completion : It is mention that the period of completion is 24 months. We Understand that this period is for construction stage only and is exclusive of pre-construction activites and DLP. If exclusive, kindly provide Pre-construction period and DLP period.</p>	The completion period shall be 30 months including pre-construction and Defect Liability Period. Please refer A&C 1

6	DORSCH Consulting (India) Private Ltd.	Refer Section 2, Page 6 of 39.	Refer Section 2, Page 6 of 39, Staffing Schedule : It is required to submit an undertaking that Consultant shall deploy personnel as per IPRCL's advice from the Staffing Schedule which will be decided by IPRCL. We understand that the Staffing Schedule which will be decided by IPRCL shall be inline with the Estimate of person-months of Personnel as provided in Section 4. Page 19 of 57. Kindly confirm.	Yes. Staffing schedule will be according to "Unit in Person months" specified in Section 4 Pg 19/20 of 57, Item 7.2.
7	DORSCH Consulting (India) Private Ltd.	Refer Section 5, Page 18 of 36.	Refer Section 5 , Page 18 of 36, Section 6.14 Reimbursable Expenses: <i>We request you to kindly make this expenses as fixed and can be included in financial proposal format as part of Financial Proposal.</i>	This is not agreed to. Provisions as per Bid Document hold good.
8	DB Engineering & Consulting	Clause 5.7.2.4 (iii) Section 2 of RFP. Pg 23	Number of Engineers :- There is Mention that the number of engineers with minimum qualification as Graduate Engineers continuing with firm in India for at least in year prior to deadline for submission of proposals of is more than 40, the firm will be awarded full 75 marks. It is submitted that in case of International firms, it can be seen that the number of Engineers in India may not be in that numbers and hence this clause for case of international firms, may not be limited to India but must be with the firm in past one year. This may please be considered.	One year may be replaced by month. i.e. April 2017 Please refer A&C 1
9	DB Engineering & Consulting	Extension of Time	Extension of Time:- The Proposal submission date is mentioned as 16 th may 2017 at 15.00 hrs . <i>We request you to extend the date of submission from four weeks further the response to the pre-bid queries and proposal preparation time required and hence may be extended till 16th June 2017.</i>	This is not agreed to.

10	FEEDBACK INFRA Private Limited	Pg no.7 Cl.1.03 of Section 5	<p>Pg no. 7, Cl. 1.03 of Section 5: It is mentioned if any of the key personnel, for whom CV has been submitted with the proposal, and the personnel has obtained a score less than 70% during evaluation, the Consultant shall provide replacement at the time of initial deployment as per undertaking submitted.</p> <p>Consultant shall promptly submit the CV of the personnel proposed to be deployed as replacement and IPRL shall convey approval/rejection (after personal meeting, if required, with Project Director), within a period of 10 days of receipt of such CV. Failure in deployment within 45 days of the request for deployment by the Employer shall result in imposition of a penalty @ 1% of the accepted monthly remuneration rate of the key personnel per day of delay, for the first 90 days after the notice period of 45 days. After the above 90 days period is over, a penalty @ 2% of the accepted monthly remuneration per day of delay shall be imposed. In case IPRL does not convey the approval/rejection within 10 days of receipt of CV, the period of 45 days shall deemed to be extended by the number of days taken beyond stipulated 10 days subject to the condition that there is no delay on account of the Consultant in presenting the person for meeting with Project Director on the date decided and conveyed by IPRL.</p> <p><i>Penalty Clause may be withdrawn .</i></p>	This is not agreed to.
11	FEEDBACK INFRA Private Limited	Pg . no 8,Cl 1.04 of Section 5.	<p>Pg. no. 8, Cl. 1.04 of Section 5- It is stated that if the key personnel are required to be replaced on its own by the consultant at the time of initial deployment as per section 1.03 above or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than permanent long term disability or death (i) for total replacement above 20% and upto 33% of key personnel, remuneration shall be reduced by 5% of the accepted remuneration rate of the personnel replaced (ii) for total replacement above 33% and upto 50% remuneration shall be reduced by 10% and (iii) for total replacement above 50% and upto 66% remuneration shall be reduced by 15% of the accepted remuneration rate of the personnel replaced (iv) for total replacement beyond 66% of the key personnel the employer shall initiate action of higher penalty/ termination/ debarment upto 2 years as considered appropriate. However, the replacement of key personnel for whom CV were required to be submitted along with the proposal but has not been asked to be deployed within 3 months from date of award of the contract shall not be counted in the forgoing percentages.</p> <p><i>Penalty Clause may be withdrawn .</i></p>	This is not agreed to.

12	FEEDBACK INFRA Private Limited	Pg . no 8,Cl 1.6 of Section 5.	Pg. no. 8, Cl. 1.06 of Section 5- If CV of the proposed personnel is found incorrect or inflated at a later date, the personnel accepted will be removed from his assignment and debarred from further assignments in IPRCL works for a period of 3 years. The remuneration rate of the replacement personnel shall be reduced by 20% from the remuneration which was payable to the removed personnel. If a consulting firm submits such incorrect or inflated CV for the second time in the same contract, necessary action will be taken by IPRCL to debar the firm from participation in future assignments of IPRCL. <i>Penalty Clause may be withdrawn .</i>	This is not agreed to.
13	FEEDBACK INFRA Private Limited	Pg . no 12,Cl 3.7(d) of Section 5:-	Pg. no. 12, Cl. 3.7 (d) of Section 5: It is stated that In case an item of work is certified by the Consultant and paid to the contractor and the work is found to be defective during subsequent checks by the Employer, or any other agency legally authorised to do so, requiring replacement, a penalty equal to 5% of the cost of the defective work shall be imposed on the Consultant and shall be recovered from his interim payments. The Consultants shall also enquire as to the reasons for such failure and submit a report on the same to the Employer indicating the remedial measures to be taken to prevent recurrence of such incidents in future. <i>Penalty Clause may be withdrawn .</i>	This is not agreed to.
14	FEEDBACK INFRA Private Limited	Pg . no 20,Cl 7.02 of Section 5:-	Pg. no. 20, Cl. 7.02 of Section 5: It is stated that The Consultant shall permit duly authorized representatives of the Employer, including auditors selected by the Employer, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, including a breakdown of remuneration rates and reimbursable expenses, and make copies of such documents, accounts and records if so requested by the Employer. <i>According to us time period should be specified for same.</i>	Required pre-intimation shall be given.
15	FEEDBACK INFRA Private Limited	Pg . no 21,Cl 8.03 of Section 5	Pg . no 21,Cl 8.03 of Section 5 <i>There is unlimited liability and Indemnity , which should be capped .</i>	This is not agreed to.

16	FEEDBACK INFRA Private Limited	Pg . no 25,Cl 14.01 of Section 5:-	Pg . no 25,Cl 14.01 of Section 5:- It is started that the Employer may, by notice to the consultant, suspend , in whole or part ,the services or the disbursement of funds here under . <i>Notice Period Should be minimum 30 days</i>	This is not agreed to.
17	FEEDBACK INFRA Private Limited	Pg . no 27,Cl 15.01(j) of Section 5	Pg. no. 27, Cl. 15.01 (j) of Section 5: Termination can be done by employer if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. <i>We request to give at least 60 days written notice.</i>	This is not agreed to.
18	FEEDBACK INFRA Private Limited	Pg . no 28,Cl 15.03 of Section 5	Pg. no. 28, Cl. 15.03 of Section 5- Payment upon Termination: It is stated that if the termination has been occasioned by the default of the Consultant as per section 15.01 (a) to (h) except (c), the Employer shall encash the performance Guarantee and forfeit the Performance Security in full. <i>Penalty Clause may be withdrawn .</i>	This is not agreed to.
19	FEEDBACK INFRA Private Limited	Pg . no 29,Cl 16.02.2 of Section 5	Pg . no 29,Cl 16.02.2 of Section 5 <i>Sole Arbitrator or Panel of the Arbitrators should be mutually appointed by both the parties in accordance with Indian Arbitration and Conciliation Act,1996.</i>	No change in the provisions given in the Bid document.
20	FEEDBACK INFRA Private Limited	Pg . no 2,Cl 7 of Section 1	Pg . no 2,Cl 7 of Section 1: Sealed Proposals must be dropped in the nominated tender box or delivered not later than 15.00 hrs on 16.05.2017 <i>We request to you extend the date minimum 15 days from current submission date.</i>	This is not agreed to.
21	FEEDBACK INFRA Private Limited	Pg . no 19,22 & 24 Note-1 of Section 3	Pg . no 19,22 & 24 Note-1 of Section 3: The proposed person should not be older than 65 years as on deadline for submission of proposals. <i>We request to you consider as the proposed person should not be older than 67 years as on deadline for submission of proposals.</i>	Relaxation in age to 67 years is agreed to; subject to physical fitness for Project Manager and Resident Engineers. Please refer A&C 1
22	FEEDBACK INFRA Private Limited		General: 1.The minimum monthly rates of projects manager,Resident Manager ,Expert & Supervisor indicated in the RFP is very low amounting to Rs 1,75,000, Rs 1,00,000, Rs 60,000, 40,000 respectively. The minimum monthly rates of payment should be in the range of Rs.2,00,000, Rs 1,50,000, Rs 90,000 & Rs 60,000 as per market availability based on the criteria specified in the RFP. In view of the same , the minimum monthly rates should be revised so that there	This is not agreed to.

			is a healthy competition considering of the quality of works to be delivered.	
23	TPF Engineering Pvt Ltd	RFP, Section 1, Pg.2, Cl. 5,	<p>RFP, Section 1, Pg.2, Cl. 5, The proposals must be accompanied by Proposal Security of INR 20.00 Lakhs in the form of Bank Demand Draft drawn on any Scheduled Bank in India. Proposal Security may be also in the form of Bank Guarantee drawn on Scheduled/ Nationalized Bank in India.</p> <p>Query <i>We request you to reduce the Proposal Security to Rs. 2 Lakhs, which is very high from the standard terms of MoRTH or NHAI (Proof is attached for your reference) and any other organizations for such a critical & important project.</i></p>	This is not agreed to.
24	TPF Engineering Pvt Ltd	RFP, Section 2, Page No. 7, Cl. 1 d (VII)(a)	<p>The consultant has been blacklisted/ banned for business dealings for all Government Departments, or by Ministry of Shipping/Railways or by JNPT or by any Government department/PSU/Port Trust at any time till finalization of proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline or submission of the proposals, for which satisfactory evidence is to be Produced.</p> <p>Query <i>Kindly revise the sentence as: As per the present circular of MoRTH/NHAI the debarment clause has been changed to specific authorities. Circular enclosed for ready reference. We request you to kindly modify the same clause in line with attachment, as follows: "The consultant has been blacklisted / banned for business dealings by Ministry of Railways or by IPRCL at any time till finalization of proposals, except in cases where such blacklisting / banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the proposals, for which satisfactory evidence is to be produced".</i></p>	This is not agreed to.

25	TPF Engineering Pvt Ltd	RFP, Section 2, Cl. 5.7.2.4 (iv)-(II) Page no. 24	<p>Resident Engineer/Civil-(a) Professional Qualification Essential - Diploma in Civil Engineering- 22 Percentage Preferred- Graduate in Civil Engineering- 6 Percent Preferred- Degree/Diploma in PM/CM or fellow of institution of Engineers/Institution of P. Way Engineers- add 2 Percent.</p> <p>Query <i>We request you to change the essential educational Qualification of Resident Engineer/Civil to Essential - Diploma in Civil Engineering- 25 Percentage Preferred- Graduate in civil Engineering- 3 Percent Preferred- Degree/Diploma in PM/CM or fellow of institution of Engineers/Institution of P. Way Engineers- add 1 Percent</i></p>	This is not agreed to.
26	TPF Engineering Pvt Ltd	RFP, Section 2, Cl. 5.7.2.4 (iv)-(III), Page no. 25	<p>Resident Engineer/Bridge-(a) Professional Qualification Essential - Diploma in Civil Engineering- 22 Percentage Preferred- Graduate in civil Engineering- 6 Percent Preferred- Degree/Diploma in PM/CM or fellow of institution of Engineers/Institution of P. Way Engineers- add 2 Percent</p> <p>Query <i>We request you to change the essential educational Qualification of Resident Engineer/Bridge to Essential - Diploma in Civil Engineering- 25 Percentage Preferred- Graduate in civil Engineering- 3 Percent Preferred- Degree/Diploma in PM/CM or fellow of institution of Engineers/Institution of P. Way Engineers- add 1 Percent</i></p>	This is not agreed to.



(ANOOP KUMAR AGRAWAL)
MANAGING DIRECTOR