

TPC-01: REPLIES TO PRE-TENDER QUERIES_05-12-2023

TPC-01: Third Party Consultancy for checking of Detailed Design and Drawings of Twin NATM and Cut & Cover Tunnels from Km 24.850 to Km 29.580 including associated structures and Third Party Consultant's association during construction of NATM and Cut & Cover Tunnels for Haryana Orbital Rail Corridor (HORC) Project in the State of Haryana

S.No	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause/ Para No. (As quoted by the prospective Tenderer)	Query Raised	Reply of HRIDC
1	Page No. 9 & 10 Clause No. 7.2 Section-1-Instructions to Consultants (ITC)	The Consultant is advised to visit and examine the site of Works and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for consultancy services.	It is requested to provide details of site along with number of Tunnels and other associate structures.	Refer Bid Drawings given in Section 6: Bid Drawings and Documents of Bidding Document.
2	Page No. 19 of 28 Clause No. B Section 4- Bidding Forms	The Financial Bid is provided in the Bid Document. The lumpsum price shall be quoted at the prescribed place in the Price Schedule (MS-Excel Sheet) provided with the Bid Documents. These prices should include all costs associated with the contract including GST. T	It is requested to consider Financial Bid include all costs associated with contract excluding GST.	Tender conditions remain unchanged.
3	Page No. 27 of 28 Clause No. 1.1.2 Section 4 - Bidding Forms	If additional visits beyond 48 visits are required as per instructions of the Engineer/Employer, each visit shall be paid @ half the lumpsum quoted price of the Consultant multiplied by 0.3 and divided by 48 (i.e., 0.5 x Lump sum Quoted Price x 0.3/48).	It is requested to consider same quoted price of Consultant multiplied by 0.3 and divided by 48 (i.e., Lump sum Quoted Price x 0.3/48).	Refer Item No. 4 of Corrigendum No. 1.
4	Page No. 4 of 8 Clause No. 3.1 Section 5: Employer's Requirements	Third part Consultancy for verification of Detailed Design & drawings (including construction methodology) of Twin Tunnel and associated structures involves the following, but not limited to;	It is requested to consider verification of Detailed Design & drawings (excluding construction methodology) of Twin Tunnel and associated structures.	Tender conditions remain unchanged.
5	Page No. 6 to 8 Clause No. 4 Section 5: Employer's Requirements	The Consultant shall be associated during construction with the Engineer and shall offer support/guidance on Detailed Designs & Drawings during execution of the Works. The Consultant shall provide necessary design support and technical assistance during the construction stages for successful and timely completion of the works.	As RFP man power provided for technical assistance during the construction stages for successful and timely completion of the works are not adequate. Hence, it is requested to increase the man power for construction stage and accordingly increase the budget of this assignment.	Tender conditions remain unchanged.
6	Page No. 8 of 8 Clause No. 6.7 Section 5: Employer's Requirements	The above Key Personnel shall be required for full duration during checking of the design of the tunnel and other related structures. During the construction stage, the Third Party Consultants are required to provide necessary support and to visit site along with experts (if needed as per site requirement) every month or as per requirement whichever is less. However, maximum site visits shall be limited to 14 in a year.	As per our understanding Key Personnel shall be required for full duration at Consultants Design Office in Delhi/NCR during checking of the design of the tunnel and other related structures.	Tender conditions are self explanatory.
7	3.3.1 Specific consultancy Experience	Similar Work' means "Design/Proof checking of tunnel/building by New Austrian Tunnelling Method (NATM)" in Rail/Road projects.	We request you to allow TBM tunnels also in addition to New Austrian Tunnelling Method.	Tender conditions remain unchanged.
8	3.3.1 Specific consultancy Experience	Substantial completion' shall be based on 80% or more of the original value of works completed under the contract.	We request you to allow the similar projects where we have received fees of more than 56 lacs and project is ongoing.	Tender conditions remain unchanged.
9	Liability		We understand that overall liability on consultant is limited to contract value of the consultant.	Tender conditions remain unchanged.

10	Clause No. 6 Page NO. 7 of 8 Section-5 Employers Requirements	Consultant Representative and Key Personnel	From RFP We presume that the CV of all the key personnel shall not need to be submitted with the bid. Therefore, it is requested to kindly clarify the same.	Refer Note of Sub Clause 5.8, Section-5 Employer's Requirements (Scope of Services)/R1, Attachment 2 of Item No.5 of Corrigendum No. 1.
11	Clause NO 6.7 page NO 7 of 8 Section-5 Employers Requirements	The above Key Personnel shall be required for full duration during checking of the design of the tunnel and other related structures. During the construction stage, the Third-Party Consultants are required to provide necessary support and to visit site along with experts (if needed as per site requirement) every month or as per requirement whichever is less. However, maximum site visits shall be limited to 14 in a year.	From the RFP it is not clear the number of key personnel required /considered for monthly visits and the same has financial implications. We presume that 14 visits per year are with one expert visiting at a time out of the total proposed 05 numbers. Therefore, you are requested to kindly clarify the number of personnel required to visit monthly/per visit	Tender conditions are self explanatory.
12	Clause No 4 page NO 6 of 8, Para 3, Section-5 Employers Requirements	The Consultant can extend/provide these services from their home office. However, the Consultant (Team leader and Key Personnel as per requirement) will be required to visit project area minimum once in a month (i.e., 48 times in the period of 4 years) as decided by Engineer/Employer. For each visit designer(s) may have to spend more than one day as per the requirement at the site and as directed by the Engineer. The actual date of visit may be decided by the Engineer/Employer as per the site requirements in consultation with the Consultant. The cost of visits shall be in-built in the lump sum rate quoted by the Consultant. Any additional unavoidable site visit, if required, will be paid as per Sub-Clause 1.1.2 of the Price Schedule, Section 2.	From the document it is presumed that the cost of food and lodging along with to & for during the site visit of Key Personnel has been considered in the Lumpsum quote. Kindly clary the lumpsum cost considered in the quote	Tender conditions are self explanatory.
13	FORM PS-1, formatted for affidavit to be submitted by Consultant, Page 5 of 28 and Sr No. 5 of the RFP document.	Para Sr No. 5: We declare that the Consultants or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" defined under ITC 4.4, consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.	We request you to kindly clarify the said clause. We would like to inform you that We, PINI India Pvt. Ltd. Has been registered in India under the Company Act 1956, formerly known as Geodata India Pvt. Ltd., PINI Group SA, Switzerland has taken over Geodata Group Worldwide, now we are operating our consultancy business from PINI India Pvt. Ltd., and actively engages in the consultancy business, so in that case are we eligible to participate in this tender.	Tender conditions are self explanatory.
14	Clause 6 and sub clause 6.2: Consultant's Representative and Key, page	Curriculum vitae of the proposed personnel	We request you to kindly clarify that the Curriculum Vitae of the proposed personnel mentioned in the clause 6 shall be submitted along with bid. Please clarify the same.	Refer Note of Sub Clause 5.8, Section-5 Employer's Requirements (Scope of Services)/R1, Attachment 2 of Item No.5 of Corrigendum No. 1.
15	General	Utilization the Parent Company Credentials	It is requested that the bidders are allowed to submit the project experience of their parent/subsidiary company.	Tender conditions remain unchanged.
16	Clause 11: Liability of Consultant to the Employer	Consultant shall be liable to pay compensation to the Employer arising out of or in connection with the Agreement, if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonable foreseeable loss and damage suffered as a result of such breach.	We request you to please remove the said clause	Tender conditions remain unchanged.

17	Clause 40: Professional Indemnity Insurance), Page 24 of the RFP document	The Consultant shall effect and maintain Professional Indemnity Insurance (PII) for the amount in Indian Rupees stipulated in Part A-Contract Data, Section 8, SCC in respect of any design of the Works to be checked by the Consultant. This insurance shall ensure the Consultant's liability by reason of professional negligence and errors in the checking of design and drawings. This insurance shall be valid from the date of commencement of Works until 5 years after the date of issue of Performance Certificate. Alternatively, the Consultant shall redeem the insurance before the expiry of the Yearly Insurance. The Engineer will not issue Final Payment Certificate until the Consultant has produced evidence that coverage of the PII has been provided for the aforesaid period.	We have Group Umbrella Insurance policy that adequately covers the specific risk outlined in clause 40 of the RFP, we understand that the Group Umbrella Insurance policy with a declaration from insurance company that "said project is covered by the Umbrella policy" is acceptable. Please confirm the same	Tender conditions remain unchanged.
18	PREAMBLE: Page 22 of the RFP document	The rates and prices quoted in the Price Schedule shall include all costs associated with the assignment. These normally cover all checking of design and drawings, remuneration for staff (foreign and local, in the field and at headquarters), accommodation (per diem, housing), include all checking of design, Consultant's equipment, transportation, mobilization, demobilization of equipment, machinery, tools & plants, labour, supervision, materials; and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys, remedy of any defects during the Defects Notification Period etc., Consultant's profit, all taxes including GST, insurance, royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract	We request you to please clarify the word mentioned in the preamble survey and remedy of Defects Notification Period.	Refer Item No. 3 of Corrigendum No. 1.
19	Section 2: Bid Data Sheet Page 2 of 7	ITC 19.1 The Consultant shall furnish a Bid Security for an amount of INR 2,25,000.00 (Indian Rupees Two lakhs and Twenty Five Thousand Only).	We request client to allow Bank Guarantee towards EMD amounting to INR 2,25,000. As this is standard industry practice wherein Security deposits are acceptable by the clients in the form of Bank Guarantee. It is, thus, requested that the Bank Guarantee is accepted against bid security by HRIDCL, for this tender. If accepted, would request client to provide the Bank Guarantee Format for the Security Deposit. Thus, it is requested that the relevant changes should be done in the clause.	Tender conditions remain unchanged.

20	General	Utilization the Parent Company Credentials	<p>We would like to comment that there are many Multi-national Engineering Consulting Companies having registered office in India.</p> <p>Most of such companies having multiple offices around the world work as one team, in order to utilize their best resources of projects which may be in India or outside India. Thus, the parent company and the subsidiary companies/sister companies work together on delivering the projects successfully. It is, thus, requested that the bidders are allowed to submit the project experience of their parent/sister/subsidiary company and same may please be considered by HRIDCL for technical proposal evaluation purpose.</p> <p>The stated clause may please be modified as suggested below; "A subsidiary company, registered/incorporated in India may utilize the financial and technical credentials of their parent/holding company having more than 90% share in the subsidiary company either at its own (directly) and /or combined (indirectly) through one or more of its subsidiary companies. The technical credentials of subsidiary (ies) in which shareholding of the parent/holding company is more than 90% either at its own (directly) and/or combined (indirectly) through one or more of its subsidiary companies, shall be treated as the credentials of parent/holding company."</p> <p>Kindly Consider.</p>	Tender conditions remain unchanged.
21	Section 5: Employer's Requirements Page 7 of 8	Consultant's Representative and Key Personnel	<p>We would understand that CV's for the 5 No. Key Personnel need to be submitted as per standard formats of the Bidder.</p> <p>Kindly confirm on our understanding.</p>	Refer Note of Sub Clause 5.8, Section-5 Employer's Requirements (Scope of Services)/R1, Attachment 2 of Item No.5 of Corrigendum No. 1.
22	Section 1 -Instructions to Consultants (ITC) Page 19 of 20	36.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITC 32, ITC 33, ITC 34 and ITC35.	<p>Third Party Consultancy for checking of Detailed Design and Drawings of Twin NATM and Cut and Cover Tunnels requires quite high technical calibre and extensive experience.</p> <p>So, we would request you to kindly consider QCBS selection as such change shall encourage Firms to participate in more numbers which in turn, shall add value to the competition and the project.</p>	Tender conditions remain unchanged.
23	Section 3 -EQC Page 6 of 7	3.3 Specific Consultancy Experience' Similar Work' means "Design/Proof checking of tunnel/building by New Austrian Tunnelling Method (NATM)" in Rail/Road project.	<p>since the project is - " Third Party Consultancy for checking of Detailed Design and Drawings of Twin NATM and Cut & Cover Tunnels including associated structures"</p> <p>Would client to consider TBM/ C&C in Similar Works and amend the clause to: 'Similar Work means "Design /Proof checking of Tunnel/ Building by New Austrian Tunnelling Method (NATM)/Cut & Cover/TBM" in Rail/Road projects.</p>	Tender conditions remain unchanged.
24	General	Time for Approval by HORC on Deliverable submitted by Consultant.	<p>We are request client to clarify the time taken for approval deliverable submitted by consultant against each milestone.</p> <p>And also define timelines against each milestone.</p>	Refer Sub Clause 3.2.3, Section-5 Employer's Requirements (Scope of Services)/R1, Attachment 2 of Item No.5 of Corrigendum No. 1.
25	General	Payment of Consultant	<p>We request client to clarify the time taken to release the payment to consultant against each milestone.</p> <p>And also define timeline against each milestone.</p>	Refer Clause 20 of Section 7: GCC and Clause 20 of Section 8: SCC of Bid Document.

26	Section 7 General Conditions of Contract (GCC) Page 8 of 25	<p>3.3 Consultant's Design Warranty GCC:3.3.1 &3.3.2 The Consultant shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of the design and drawings checked by the Consultant. The Consultant Warrants that the design checked by them meets the Works Requirements and are fit for purpose thereof.</p>	We request to delete clause 3.3.1 and 3.3.2 as Third - Party checker cannot be held responsible and liable for suitability, adequacy and fit for purpose.	Tender conditions remain unchanged.
27	Section 7 General Conditions of Contract (GCC) Page 9 of 25	<p>GCC: 3.3.6 The Consultant further is deemed to have checked and accepted full responsibility for design checked by them and warrants absolutely that the same meets the Works Requirements: (a) Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Consultant's Consultants, and/or his qualified personnel/persons or cause to be prepared developed or issued by others. (b) Notwithstanding any warranties, guaranties and /or indemnities that may by or may have been submitted by any other person. (c) Notwithstanding that the same have been accepted by the Employer/Engineer.</p>	We request to delete this clause due to the same above referred reason that third party consultant cannot warranty that work will meet the requirement , this is similar requirement of fit for purpose.	Tender conditions remain unchanged.
28	Section 7 General Conditions of Contract (GCC) Page 11 of 25	<p>11. Liability of Consultant to the Employer Liability of Consultant to the Employer consultant shall be liable to pay compensation to the Employer arising out of or in connection with the Agreement, if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.</p>	We request to clearly cap the liabilities of the Third Party Consultant upto the Contract Value.	Tender conditions remain unchanged.
29	Section 7 General Conditions of Contract (GCC) Page 13 of 25	<p>17. Abandonment, Suspension or Termination by Notice of the Employer Abandonment, Suspension or Termination by Notice of the Employer</p>	We request for the right of suspension or termination in the event of delay in payment.	Tender conditions remain unchanged.
30	Section 7 General Conditions of Contract (GCC) Page 22 of 25	<p>33.6 Suspension of Work on Account of Arbitration The reference to conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Consultant shall not be altered by reasons of arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payment to the Consultant shall continue to be made in terms of the Contract</p>	We request to delete this provision or make an exception of non-payment to third party consultant. As without payment consultant cannot continue to work if that is the dispute under arbitration. For kind Consideration.	Tender conditions remain unchanged.
31	Section 7 General Conditions of Contract (GCC) Page 23 of 25	<p>38. Indemnifications The consultant shall indemnify, protect and defend at the their own expense, the Employer, the Engineer and employee from and against any and all actions, claims, losses or damages arising out of any violation by the consultant or in the course of the service of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents. prior approval of the Employer shall be obtained in writing for actions require so</p>	Please delete the indemnities towards Engineer as we shall not indemnify engineer.	Tender conditions remain unchanged.
32	Section 7 General Conditions of Contract (GCC) Page 24 of 25	<p>40. Professional Indemnity Insurance This insurance shall be valid from the date of commencement of works until 5 years after the date of issue of Performance Certificate.</p>	We request client to reduce the period from 5 to 2 years. For kind Considerations.	Tender conditions remain unchanged.

33	Section 5: Employer's Requirements Page 4 of 8	The Third - Party Consultant shall ensure that the Permanent Works are designed and constructed to the highest standards available using proven up-to-date good Engineering practices. The construction procedures established by the Contractor shall be reviewed by the Third-Party Consultant and Quality Assurance and Quality Control plan shall be approved by the Third - Party Consultant.	Third - Party Consultant cannot ensure regarding construction as he is not doing Supervision. So, would request to make necessary changes in the clause.	Refer Clause 2 last para, Section-5 Employer's Requirements (Scope of Services)/R1, Attachment 2 of Item No.5 of Corrigendum No. 1.
34	Section 2: Bid Data Sheet Page 6 of 7	ITC 22.1 The deadline for Bid submission is: Date: 19.12.2023 Time: 1500hrs IST	We would like to apprise you that because of few holidays in the month of December, offices are generally closed and it will be difficult for us to compile a competitive proposal in such a short time as most of our administrative documents are prepared at our Head Office outside India. In view of the above reasons, we would request Client to kindly provide us an extension of minimum Three (3) Weeks (i.e., up to 9th January 2024) from the present date of submission of the proposal. For Kind Consideration	Tender conditions remain unchanged.
35	Section-3, EQC, 3.3.1, Pg. 6/7	Specific consultancy Experience (i) One "Similar work" costing not less than the amount equal to INR 85.00 lacs. The above work must involve design/proof checking of minimum 1.0 km length of tunnel by New Austrian Tunnelling Method (NATM) or 1 (one) building by NATM. OR (ii) Two "Similar works" each costing not less than the amount equal to INR 56.00 lacs. Both the above works combined together must involve design/proof checking of minimum 1.0 km length of tunnel by New Austrian Tunnelling Method (NATM) or 1 (one) building by NATM.	We couldn't understand the expression "or 1 (one) building by NATM." mentioned in the specific consultancy experience clause. We understand that it is an optional qualification criterion for those who do not meet 1 Km long tunnel criteria as mentioned in requisite criteria. Please clarify.	Refer Item No. 1 of Corrigendum No. 1.
36	section -7, GCC, CI. 19..6, page 14/25	The accepted contract value shall be increased at the rate of 5% at the end of every 12 month from Effective Date. In case Extension of time..... No price adjustment shall be made if the extension of time is granted to the Consultant due to reasons attributable to the Consultant.	It is very unlikely that TPC for a proof checking job, will cause delays on its part. Delays may come from the EPC Contractor and its DDC and attributing such delays to TPC will be unfair. Kindly reconsider the condition.	Tender conditions are self explanatory.
37	Section-1, ITC 19, Pg. 13/20	Bid Security For an amount of INR 2,25,000/-	We request Client to consider and allow MSME firms the exemption for Bid Security and Tender Fee in line with similar tenders by government undertakings.	Tender conditions remain unchanged.