

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021**NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021****SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA**

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|--------------|-------------------|-------------------------|--|---|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| 1. | Sec-III | 22 | 16.3 | Format & signing of bid | Is it necessary to sign whole documents with digital signature only, scanned document of physical signature is not allowed? | Clause 16.3 is self explanatory |
| 2. | DPR 2.3 | 25 of 43 | 2.2.11 | Land acquisition | Whether the right of way for carrying out the work from Ch: 906m to 1050m is available or not? | The process of obtaining the right of way for the same is under process. |
| 3. | DPR Estimates | Annexure 8.2 | Item No 3 & 4 | Switches sets | As per the estimate, the switches of 1 in 8.5 are 2 sets & of 1 in 12 are 28 sets, but as per the drawings provided in DPR, the switches are 28 sets of 1 in 8.5 and 2 sets of 1 in 12. Please clarify. | Shall be as per drawing. However the final approved DPR from Railways shall govern. |
| 4. | DPR | Annexure 2.8 | -- | ROW issues | It is noticed that 2 nos.132KV EHT lines, 2 nos.33 KV & 4 nos.11 KV crossings are required to be modified/shifted. This may require additional revenue, urban, forest land which may involve ROW issues. Whether these issues will be solved by owner, please clarify. | Shall be as per clause 1.6 of section VI- (Scope of work) of NIT. |
| 5. | DPR | -- | -- | General | Power supply arrangement up to grid & tower wagon if required shall be arranged by the owner. | Shall be in PMC scope. |
| 6. | DPR | 118,119 | 1.1(g), 1.4 & 1.5 | General | All liaising with state government department has to be looked after by the owner. | Shall be as per clause 1.1(g), 1.4 & 1.5 of section VI- (Scope of work) of NIT. |
| 7. | Sec-IV | 102 | 12.1 | Price Reduction clause | Whether the price reduction will be considered on PMC, if delay due to force measure, due to M/s TFL or due to ECoR, please clarify. | Shall be as per NIT. Delay due to Force majeure or reasons solely attributable |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021**NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021****SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA**

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|------------------|--------------|--|--|---|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | | PDIL/TFL shall be excluded from PRS. |
| 8. | DPR | 18 of 43 | 1.7.1 | Centralized EI | Centralized EI at 3 locations has been considered. However, if routes are more than 50 nos . as per Railway Board policy, distributed EI has to be incorporated. | Shall be as per latest Railway Board Policy. |
| 9. | DPR | 28 of 43 | 3.2.2 (iv) | Hand operated points | To reduce human intervention and for smooth operation of points from central cabin (EI), instead of hand operated points, electrically operational points can be considered. | Shall be as per DPR. However final approved DPR from Railway shall govern. |
| 10. | DPR Chapter . No.III | 26 of 43 | 3.1.3 | Engineering Layout | Whether at Talcher Railway station (TLHR) and TLSB cabin is already provided with centralized EI and its Make? Number of routes at TLHR and TLSB cabin? | At present TLHR is provided with EI cabin, and TLSB is provided with PI cabin for new work. Maximum 8 Nos. routes may be added at TLHR and TLSB. |
| 11. | DPR Chapter . No.III | 29 of 43 | 3.3 | Proposed Telecommunication arrangement | Point to Point communication facilities are proposed to be provided. However as per Annexure-8.2, 8.2.1 & 8.2.2, SI No. 13, OFC equipment is shown. Purpose of OFC equipment may be given. Whether it is for control communication? Any other Telecom circuits are required? | For point to Point communication before cabin. Yes. May be required as per concerned Railway authority's siding policy. |
| 12. | DPR | Sheet No. 1 of 2 | Annexure-3.1 | Schematic signalling plan | As per schematic signalling plan, the TLSB cabin is shown as new (in red). Whether new EI & Indoor S&T | Only alterations taken at TLSB- PI cabin and T LHR existing cabin i.e. EI. |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021

NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021

SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|----------|--------------|--|--|--|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | equipments need to be installed at this cabin for TLSB or only alterations is there in the existing EI? | |
| 13. | DPR | | Annexure-8.2 | Anticipated cost of Signalling & Telecommunication Works | Annexure-8.2 estimation is not included in the total Signal & Telecommunication estimate in Annexure- 8.2.0. of Rs 2735.60 Lakhs. Reason for the same may be given. | Rs 2735.60 Lakhs is basic cost of S&T. GST & all other charges are already shown in existing 8.2.0 Clause. |
| 14. | Sec-III | 32 | 40 | Dispute Resolution mechanism | In case of arbitration case between the Contractor and the PMC, both the cost of arbitration and award of arbitration shall be borne by owner. However, the disputes if any between CPSEs shall be dealt under Clause 41 of ITB (pg.34) | Shall be as per NIT. |
| 15 | Sec-V | 109 | 2.0 | Date of Completion | 1. If the delay of project is on account of delay in Railway approvals or Owner or due to land hindrances or any other reasons not attributable to PMC, there shall be no reduction in payment of PMC. 2. In case of delay in completion of project by the Contractor, the owner shall permit the PMC to recover the amount deducted from the Contractor. | Shall be as per NIT. Delay due to Force majeure or reasons solely attributable PDIL/TFL shall be excluded from PRS. However as per Clause no. 1.1(g) & 1.4 of Section VI of NIT co-ordination with Railways is In scope of PMC. 2. Shall be as per Clause no. 1.1(e) of Section VI of NIT (The tendering activities shall be carried out as per Contracts & Procurement |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021

NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021

SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|----------|------------|----------------|---|---|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | | (C&P) procedure as provided by owner (TFL) for all purchases/services/works). |
| 16. | Sec-VI | 122 | 3.0 | PMC Personnel | <p>As per this clause: "PMC shall depute to project Site the required personnel along with necessary supporting staff as may be discussed and mutually agreed with Engineer-in-Charge at site."</p> <p>Request you to kindly specify the minimum number of Key Personnel along with qualification and required experience in years to consider the best offer price for the services. This will be better for all bidders to quote a competitive price.</p> | <p>Shall be as per clause no. 3.0 of section VI-(Scope of work) of NIT.</p> <p>The scope of work along with Draft DPR has been provided in NIT document. Moreover as per clause mentioned above PMC shall depute Personnel of relevant experience at site mutually agree with EIC for smooth and timely execution of the project.</p> <p>Further, PMC shall submit within 15 day s of award of contract, a det ailed schedule of deployment of manpower in all concerned areas.</p> |
| 17. | Sec-IV | 100 | 8.1 | Taxes & Duties | <p>As per this clause "PMC shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.</p> <p>We understand that here service tax is not applicable. Also as per excel sheet the price shall be quoted in separate</p> | <p>Service tax is not applicable. Suitable amendments shall follow</p> <p>Bidder's understanding is correct.</p> |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021**NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021****SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA**

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|----------|-----------------|----------------------|--|--|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | columns for Lump sum fee and GST% Kindly confirm | |
| 18. | Sec-VI | 130 | 1.12 | Price Variation | Kindly confirm payment terms for following cases: In case of variation of contract price due to change in scope of works or qty. In case of extended period / time overrun which may not be attributable to PMC | Shall be as per clause 1.12 of Section VI of NIT. No additional compensation shall be payable for extended time period. |
| | | | | | | |
| 19. | Sec-I | 6 | 11.0 | | Bidder is required to register its organization and its product on GeM. Kindly clarify you are referring to which products as RITES is already registered as buyer on GeM Portal and procuring the goods and services through GeM. | This is for information purpose only. Bid has to be submitted in CPP portal only. |
| 20. | Sec-VI | 130 | 1.12 | Price Variation | The document does not contain price variation clause. Please clarify on it. | Shall be as per clause 1.12 of section VI (scope of work) of NIT. |
| 21. | Sec-VI | 130 | 1.12 | deviation/ variation | There is also no deviation/ variation clause for increase/ decrease in quantity. If there is change in scope of work, then what will be its effect on PMC Fees? | Shall be as per clause 1.12 of section VI (scope of work) of NIT. |
| 22. | Sec-VI | 116 | (A)Introduction | DPR Status | Since approval of DPR is awaited from Railways, It is not clear from scope of work that work can be executed without the approval of DPR. Kindly clarify. | Since FSR has been granted in-principal approval by Railways & DPR has been submitted for approval. So basic Engg can be done. |
| 23. | Sec-VI | 122 | 3.0 | PMC Personnel | May please provide technical staff structure to be deployed at site as it is written. TFL/PDIL will require assurance | Shall be as per clause no. 3.0 of section VI-(Scope of work) of NIT. |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021

NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021

SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|----------|------------|---------------------------------|--|--|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | that professional staff will be actually available. | The scope of work along with Draft DPR has been provided in NIT document. Moreover as per clause mentioned above PMC shall depute Personnel of relevant experience at site mutually agree with EIC for smooth and timely execution of the project. Further, PMC shall submit within 15 days of award of contract, a detailed schedule of deployment of manpower in all concerned areas. |
| 24. | Sec-III | 18 | 12.6 | GST(CGST & SGST/UTGST or IGST) | TFL will reimburse GST (CGST & SGST/UTGST or IGST) to the PMC at actual against submission of Tax Invoices as per format specified in rules/regulation of GST, subject to any statutory variations, except variations arising due to change in turnover. What is except variations arising due to change in turnover? | In case of increase in turnover of the bidder if there is any change in GST%, then increase of such GST shall be to bidder's account. However, for statutory variation in GST, the same shall be reimbursed at actual to the PMC (within contractual completion period. |
| 25. | Sec-III | 20 | 12.13 | GST(CGST & SGST/UTGST or IGST) | GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done | Please refer Reply in Sl. No. 24 above |

REPLIES TO PRE BID QUERIES LOT-1 DATED – 24.12.2021

NIT NO : PNMM/PC-183/E-4014/NCB DATED 10.12.2021

SUB: ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA

| SL. NO | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | PDIL/TFL'S REPLY |
|--------|------------------------------|----------|------------|----------------|--|--|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | <p>considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In case GST column is left blank in the SOR, the quoted prices shall be considered as "Inclusive of GST" and evaluation shall be done accordingly.</p> <p>Shall we get actual GST Reimbursement in case of increase in the rate of GST as per Law, post bid submission.</p> | |
| 26. | Sec-IV | 100 | 8.1 | Taxes & Duties | <p>PMC shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.</p> <p>Can we presume the word Service Tax used in the clause as GST.</p> | <p>Bidder is required to fill up 'TOTAL CONSULTANCY FEE' inclusive of all taxes, duties, levies except GST and GST% separately in the SOR.</p> <p>Service tax is not applicable. Suitable amendment shall follow as mentioned in SI No. 17 above</p> |