

**Minutes of the Pre-Bid meeting held on 15th June, 2022 at CSOI, Kasturba
Gandhi Marg, New Delhi – 110 001**

Attendees

From PRCL :

1. Shri Sanjiv Garg, Managing Director
2. Smt. Leena Narwal, CS&VP(CA&HR)
3. Shri Vinod Kumar, VP&CFO/Bhavnagar
(Attended virtually)
4. Shri Dalbir Singh, VP (F&M)
5. Shri Rajiv Kochhar, Consultant
6. Shri Pradeep Kumar, Advisor (Procurement)
7. Shri Anil Handa, Advisor (Rolling Stock)
8. Shri Umesh Goyal, Managing Partner
UCC & Associates LLP
9. Shri Arihant Jain, CA, Partner
UCC & Associates LLP

Bidders

1. Ms. Kirti Singh Yadav, Asst. Manager-Projects
& Shri Ankur Khare, Sr. Manager, BD
M/s Jindal Rail Infrastructure Ltd.
2. Shri A.V. Sharma, GM/Marketing
M/s Besco Limited
3. Shri Chitvan Jain, Manager
M/s Texmaco Rail & Engineering Limited
4. Shri Jasmit Singh, GM, BD
M/s Titagarh Wagon Limited
5. Shri Harish Khanna, GM, BD
M/s Braithwaite & Company Ltd.
6. Shri Gopal K. Gupta, GM, Sales
M/s Jupiter Wagons Limited
7. Shri Vinod Kumar Mishra, GM
M/s Hindusthan Engineering &
Industries Limited

The issues raised by the participating bidders during the pre-bid meeting on 15th June, 2022 and those received subsequently for clarifications which were addressed by PRCL officials as under :-

S. No.	Issue	Issue raised by	PRCL Remarks & modifications, if any
1.	Correction in drawing of BLCS wagon – Clause 2.1 of Section – 1	* M/s Titagarh * M/s Texmaco Rail & Engineering Ltd.	Request accepted. Now diagram number should be read as WD-15011-S-02 with alteration – 3 for A-Car.
2.	Quantity of wagon and BVCM to be procured – Clause 2.1 of Section-1	* M/s Titagarh	As of now PRCL’s intention is to procure a total no. of 5 rakes of BLCS/BLSS with BVCM.
3.	Validity of BG – Clause 25.5 of Section 2	* M/s Titagarh * M/s Besco Limited * M/s Texmaco Rail & Engineering Ltd.	The relevant part of clause 25.5 is modified as follows : “The BG should be valid for a period of at least two months beyond expiry of the warranty period from the date of supply of the last rake”, by replacing the earlier time limit of “minimum 1200 days”.

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4.	<p>a. Request to omit the negative option clause – Clause 27.1 of Section - 2</p> <p>b. Advance time before issue of intimation regarding change in the type wise composition of rakes.</p> <p>c. Request for PVC clause.</p>	<p>* M/s Titagarh * M/s Besco Limited * M/s Hindusthan Engineering & Industries Limited * M/s Jupiter Wagons Limited</p>	<p>a. The relevant part of clause 27.1 is modified as follows : “...the ordered quantity of wagons may be reduced by 50% or increased by 100%. However, in the case of reduction, reasonable opportunity will be given to the manufacturer.”</p> <p>b. Any change in the type wise composition of rakes will be advised well in time to the bidders/ manufacturers.</p> <p>c. Request for introduction of PVC clause is not accepted.</p>
5.	Delivery period – Clause 3.1 of Section – 1	<p>* M/s Besco Limited * M/s Hindusthan Engineering & Industries Limited * M/s Jindal Rail Infrastructure</p>	<p>The delivery period has been amended as under :- “First rake to be delivered within 240 days of date of issue of LOA, and each subsequent rake to be delivered every one month thereafter”.</p>
6.	Penalty/LD in case of delay in delivery - Clause 12 of Section - 3	<p>* M/s Titagarh * M/s Besco Limited * M/s Hindusthan Engineering & Industries Limited * M/s Jindal Rail Infrastructure</p>	<p>Not accepted, since the initial delivery period (for the first rake) has now been increased to 240 days on the request of the bidders (as against 150 days earlier).</p>
7.	Exemption from EMD, tender cost and security deposit for MSME – S.No. 1&2 of Table 1.2 of Section-1	<p>* M/s Besco Limited</p>	<p>Not accepted</p>

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8.	Whether single original Technical Bid and Commercial Bids is to be submitted or offers are invited in Triplicate – Clause 12.1 of Section - 2	* M/s Besco Limited	It is clarified that separate manual offers (technical as well as financial) in single copy only are to be submitted in two separate packets, clearly mentioning thereon "Technical Bid" and "Financial Bid". Both these packets duly sealed should further be packed in another envelope and submitted to PRCL. As such, two bids are to be submitted separately, contained in one packet.
9.	Allow to submit two offers against the subject tender, one with indigenous price of wheel sets and another with Imported wheel sets.	* M/s Besco Limited	Not accepted. Procurement of all the items required for manufacturing the wagons to be supplied (including wheel sets) is the manufacturer's responsibility. Hence, bidders have to quote a single rate for each type of rake in their bid, considering all the aspects (financial & technical) under consideration.
10.	Reduction of security deposit from 5% to 3% of contract value & Extension of time for submission of security deposit – Clause 25 of Section - 2	* M/s Besco Limited * M/s Hindusthan Engineering & Industries Limited * M/s Jindal Rail Infrastructure * M/s Texmaco Rail & Engineering Ltd.	Not accepted. It will remain as 5% of value of the contract, and has to be submitted within 14 days from the date of issue of LOA as mentioned in the tender document.
11.	Payment terms for GST.	* M/s Besco Limited	It is clarified that payment of GST will be made on submission of documentary proof that the amount has been deposited as per clause 15.3. However, payment other than GST shall be released as per condition laid down in the tender document. GST shall be reimbursed on submission of proof of payment and display of Input Tax Credit of GST to PRCL on GST portal. In addition, GST will also be applicable on the penalty/liquidated damages (if any) payable by the bidder/supplier.

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12.	90% advance payment against each wagon after inspection of RDSO and issuance of dispatch memo – Clause no. 26.1 of Section-2	* M/s Besco Limited * M/s Texmaco Rail & Engineering Ltd.	It is clarified that date of issuance of dispatch memo (DM) by RDSO in rake formation will be taken as the date of delivery. However, payment terms will remain the same as per Clause no. 26 of Section – 2.
13.	In case of safety and design improvement issues in the wagon, price implication should be settled before commencement of the work and after issue of modification advice by increasing Contract Basic Rate. Clause-9 of Section - 3	* M/s Besco Limited	No change. Price implication will be settled mutually as mentioned in Clause – 9.0 of Section-3.
14.	Clarification regarding wagon inspection by RDSO and need for TPQCA besides reimbursement of cost by PRCL. Clause – 24 Section-2	* M/s Besco Limited * M/s Texmaco Rail & Engineering Ltd. * M/s Jupiter Wagons Limited	It is clarified that the inspection will be done by RDSO and TPQCA as per Clause-24 Section-2 of Tender Document.
15.	Submission of declaration regarding EMD. Clause – 12.4 Section-2	* M/s Besco Limited	Not accepted. The bidder will be required to submit EMD as well as declaration as mentioned in the Tender Document.
16.	Extension/postponement of tender due to non-availability of BLSS drawings, at present with RDSO.	* M/s Besco Limited * M/s Hindusthan Engineering & Industries Limited * M/s Jindal Rail Infrastructure * M/s Texmaco Rail & Engineering Ltd.	The Tender Document allows bidders to quote for BLCS/BLSS wagons (or both) depending upon the availability of RDSO approved drawings of these wagons with the bidders. Therefore, in case a bidder does not have drawings of BLSS wagons, he may submit his bid for BLCS wagons only.
17..	Revision of warranty period. Clause-15 Section – 3	* M/s Besco Limited * M/s Texmaco Rail & Engineering Ltd.	No change agreed to.

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18.	Due to non-availability of 840 mm dia (25T axle load) wheel drawings, these wheel sets may be arranged from RWF. Clause – 18.2 (iii) Section - 2	* M/s Hindusthan Engineering & Industries Limited	All relevant drawings of wheel sets are available with RDSO. The said RDSO drawing is WD-15020-S/01 Wheel & Axle assembly for 25 T axle load bogie with 'K' class CTRB. Documentary evidence for purchase of wheel sets from RWF/RDSO approved sources shall be submitted to RDSO at the time of inspection of wagons.
19.	RDSO, DM should be treated as date of supply. You will arrange booking to your destination against payment by your good self. Once rake is ready, booking should be immediately arranged so that production lines are not jammed.	* M/s Hindusthan Engineering & Industries Limited	For delivery purposes, date of issue of DM by RDSO, in rake form will be taken as date of supply. However, for payment purposes, condition will remain the same as mentioned in the Tender Document. This is already made clear in the tender document - Clause 17.0 Section-2. The manufacturer is required to arrange movement of the rake from the production facility to the railhead station of dispatch. Hence, it is incumbent upon the manufacturer to expedite the same as mentioned in Clause 24.3 Section-2 of the tender document.
20.	Arbitration is to be conducted as per Arbitration and Reconciliation Act of 1996 with latest alteration/ amendments. Clause – 18.0 Section-3	*M/s Hindusthan Engineering & Industries Limited	It is already clarified in said clause that dispute would be settled through sole Arbitrator as per Arbitration Act in force at the relevant time.

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21.	Since two types of wagons are to be procured, request to treat both the type of wagons for price bid evaluation individually and separately.	* M/s Hindusthan Engineering & Industries Limited * M/s Texmaco Rail & Engineering Ltd.	Parties can bid either for BLCS wagons and/or for BLSS wagons, or both. It has already been clarified in the tender document that ranking of different offers will be done separately for BLCS & BLSS rakes, as per prescribed rake composition. Attention is also drawn to note no. 4 of Annexure-6 of page 37 of the tender document.
22.	Link for E-Payment of tender cost is not available on the website, may kindly be provided. Clause – 4 of Section -1	* M/s Jindal Rail Infrastructure * M/s Texmaco Rail & Engineering Ltd.	The bidders can pay via RTGS/NEFT or by Demand Draft. Bank Account details of PRCL are already mentioned in the tender document. In addition, the QR Code may be scanned from PRCL website for making payment.
23.	Exemption from submission of G105 certificate for PSUs under Ministry of Railways. Clause 2.1 of Section – 2	* M/s Braithwaite and Co. Ltd.	Self- declaration from government PSUs regarding exemption from requirement of G 105 certification will be acceptable.
24.	"The tenderer must have supplied a minimum of 90 wagons against Railway Board's order or against WIS/ MWIS/ Leasing Schemes of Railways or supplied to CTOs approved by Indian Railways/ Private entities, during the last five financial years ending March 2022." We request that quantity of wagons mentioned in clause 2.2(i) of Section 2 may be interpreted for a general type of wagon and not specifically a flat wagon of type BLC/BLCS/BLCM.	* M/s Jupiter Wagons Limited * M/s Braithwaite and Co. Ltd.	The modified condition may be read as under:- "The bidder/manufacture should have supplied i) at least 90 container flat wagons (BLCS/BLCM/BLC/etc.) ii) should have supplied wagons fitted with 25 Ton axle load bogies and iii) should have the technical capability of manufacturing 25 Ton axle load BLCS wagons. Such assessment of capability shall be done by the tender committee on the basis of evidence/documents provided by the bidder alongwith the bid and may also include physical inspection of the production facilities."
25.	Exemption from depositing EMD being a PSU	* M/s Braithwaite and Co. Ltd.	Request accepted subject to submission of documentary proof of such exemption, from the competent authority.

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26.	Vehicle guidance summary from the originating station near the manufacture's location to the destination/commissioning station as advised by the consignee (PRCL) – unable to understand, kindly clarify. Clause 26.1 Section-2	* M/s Jupiter Wagons Limited	It is clarified that rake is to be moved from manufacturer's location to the station of dispatch by the producer. The station of dispatch is the originating station which will issue the vehicle guidance summary containing the wagon numbers of all the wagons to be dispatched in rake formation. Destination station (to be advised by PRCL) is the commissioning station where rake would be commissioned.
27.	In the financial bid form price to be quoted is given per unit basis. The same may be amended to quote price per wagon basis. Annexure-6 of Section - 4	* M/s Jindal Rail Infrastructure	Price to be quoted in the financial bid form (Annexure-6 Section-4) should be "per wagon basis." (Revised Annexure-6 is attached)
28.	Advance payment	From majority bidders	<p>Bidders may avail interest bearing advance upto 20% of order value. The concessional interest rate shall be charged @6% p.a. of the advance amount.</p> <p>Advance would, however, be against submission of bank guarantee equivalent to 110% of the advance amount. The validity of BG shall be at least two (02) months beyond the delivery date of first rake. The amount of advance would be adjusted against the initial payment at the time of delivery of first rake.</p>
29.	We require a confirm Purchase order and a copy of Railway Board Procurement Permission.	* M/s Texmaco Rail & Engineering Ltd.	<p>Confirmed purchase order will be issued only after receipt of security deposit in accordance with LOA.</p> <p>Procurement permission from Railway Board for purchase of container flat wagons is not required in the case of CTOs.</p>

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30.	<p>Instruction to Bidders Clause 4.0 The finalization of Scope should be done at the LOA stage itself.</p> <p>Instruction to Bidders Clause 19.4 Financial Evaluation should be done on the basis of confirmed Scope of work only.</p>	* M/s Texmaco Rail & Engineering Ltd.	The tender committee will evaluate all possible options and arrive on a recommendation in the interest of PRCL, while keeping in view the tender conditions in the bid document.
31.	<p>Instruction to Bidders Clause 13.1</p> <p>Clause 14.3 & 14.4 Since Bid Validity is 120 days from tender opening and tender opening is deemed when Technical Bid is opened, in this case under 14.3 we need to mention a tentative timeline before/at which Technical Bid opening has to be opened else this can be an indefinite period.</p> <p>Else</p> <p>We can take Bid Validity as 120 days from the Bid Submission date</p>	* M/s Texmaco Rail & Engineering Ltd.	No modification warranted. Date of opening of tender i.e. (Technical bid is already notified). The validity of bid has to be for a period of 120 days from the date of opening of tender.

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32.	<p>Instruction to Bidders Clause 17.0</p> <p>Will Railway Receipt be generated for these wagons? If yes, then complete consignee details shall be required for the same. Details shall also be required for arranging One Time Movement Permission for the wagons from our works to the destination.</p>	* M/s Texmaco Rail & Engineering Ltd.	Railway receipt would be generated, and details required for generation of RR would be made available to the manufacturer.
33.	<p>Annexure 4 Performance Statement</p> <p>Performance Statement Record for last 1 year should be sufficient for such a small quantity of ordering.</p>	* M/s Texmaco Rail & Engineering Ltd.	No change accepted
34.	<p>GS1 code required for RFID implementation Please provide the GS1 code</p>	* M/s Texmaco Rail & Engineering Ltd.	GS1 code will be provided, If necessary.

REVISED ANNEXURE -6

(To be submitted separately in packet -2 only)

FINANCIAL BID FORM FOR BIDDERS

(Please see Clause 12.3 and Clause 15 to 27 of Instructions to Bidders (Section2)

To,

Pipavav Railway Corporation Limited
B- 1202 (B-Wing), 12th floor Statesman House,
148- Barakhamba Road
New Delhi – 110001 (INDIA)

Dear Sir/Madam,

Ref: Tender No. PRCL/Rake Procurement/01/2022 dated 01/06/2022

- (1) We _____ hereby certify that we are established firm of manufacturer/authorized agents* of M/s. _____. We hereby offer to supply BLCS/BLSS wagons along with brake van in rake form as per the price indicated below according to the delivery schedule in Clause 3.0 of Section-1, Bid invitation.

SN	Description	
		Supply of 470 Nos. (i.e. Bogie Container Flat wagon type 'BLCS-A' 90 Nos., Bogie Container Flat wagon type 'BLCS-B' 135 Nos., Bogie Container Flat wagon type 'BLSS-A' 20 Nos., Bogie Container Flat wagon type 'BLSSB' 220 Nos., Bogie Freight Brake Van type 'BVCM' 5 Nos.)
1.0	Specification (i) BLCS-A WAGON: WD-01 'BLCS' (A&B- CAR)- 2018 (ii) BLCS-B WAGON: WD-01 'BLCS' (A&B- CAR)- 2018 (iii) BLSS-A WAGON: (A&B-CAR)- (iv) BLSS-B WAGON: (A&B-CAR)- (v) Brake Van: WD-01- BVCM-2017	Drawing No. (i) RDSO Index Drawings No. WD-15011--S-01 (alteration 4 and Diagram no. WD-15011--S-02 with alteration -3 for A-Car) (ii) RDSO Index Drawings No. WD-15012--S-01 (alteration-3 and Diagram no. WD-15012--S-02 with alteration -5 for B-Car). (iii) Bidders to quote as per their own drawing offered/approved by RDSO. (iv) Bidders to quote as per their own drawing offered/approved by RDSO. (v) RDSO Index Drawing No: WD-09107-S-01 alteration -06 and Diagram Nos. WD-15009-S-02 with (alteration-3)

2.0	Total Quantity & Unit of Supply	90 BLCS-A Wagons 135 BLCS-B Wagons 20 BLSS-A Wagons 220 BLSS-B Wagons and 5 Brake Vans, in the form of rakes (BLCS or BLSS).		
		Price (both in words and figures)	Discount, if any, in INR (₹)	Price after discount (₹)(both in words and figures)
3.0	Price per wagon ex-station of dispatch basis Inclusive of all (Charges for Design & Inspection and all Taxes etc.)			
3.1	BLCS-A wagon (per wagon)			
3.2	BLCS-B wagon (per wagon)			
3.3	BLSS-A wagon (per wagon)			
3.4	BLSS-B wagon (per wagon)			
3.5	Brake Van-BVCM (per wagon)			
4.0	GST/IGST as applicable in % (on items SN 3.1 to 3.5)			
5.0	Total Price Ex-station of dispatch per rake in the form of 18 BLCS-A Wagons and 27 BLCS-B Wagons + 1 Brake Van-BVCM (both in words & figures)			
6.0	Total Price Ex-station of dispatch per rake in the form of 4 BLSS-A wagons and 44 BLSS-B wagons + 1 Brake Van-BVCM (both in words & figures)			

Note: Bidders are advised to quote discount in the specified column/space only otherwise same will not be taken into account for ranking purposes. However, the same will be availed by PRCL in case the bid is accepted for placing the order.

NOTE:

1. The offer must be submitted as per this Proforma. The bidder will not change the proforma of Financial Bid.
2. No erasure or alterations in the text of the offer are permitted.
3. All prices shall be indicated in both figures and words in the space provided for in the format.
4. The above formation of Rake consisting of 18 BLCS-A and 27 BLCS-B with 1 Brake Van-BVCM and 4 BLSS-A wagons and 44 BLSS-B wagons + 1 Brake Van-BVCM is only for ranking purposes for comparison (by the tender evaluation Committee) and placement of order (by PRCL). However, PRCL reserves the right to place the order/to take delivery in any combinations of Wagons.
5. In case bidding through agent has been preferred, authorization letter from the manufacturer firm has to be attached otherwise offer shall be summarily rejected.

.....
(Signature of Manufacturer/Bidder)

Signed by the tenderer

Name.....

Designation....

Address

Date:

Telephone No.-

Mobile No.-

Email:

FAX No.-