

RESPONSE TO QUERIES RAISED IN PRE BID MEETING HELD ON 08.10.2013

Name of Work :

Project Management Consultancy for:

- a. Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between -Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

AND

- b. Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

NCB Bid Document No.: HQ/EN/EC/NKWD-NGAQ/Sone-RFO/PMC dated 06.09.2013.

SN	Ref. No.	Clause	Query	Clarification of DFCCIL
1.	pg. 7 & 28	Clause 6 of Notice Inviting RFP and Sub Clause 5.4.1 (a), 5.4.1(b) of ITC	As per clause 6 of Notice inviting RFP Bid Security can be furnished in form of DD/FDR/BG drawn on a scheduled or nationalized bank, where as sub clause 5.4.1(a), 5.4.1(b) of ITC Bid Security be furnished in form of FDR/Bank Draft/Pay order drawn on a scheduled or nationalized bank, please clarify.	Please refer Amendment No. 2
2.	pg. 15	Clause 1.2.2 (IV) of ITC	Will this penalty be applicable for administrative support staff also?	Yes.
3.	pg. 14 & 37	Clause 1.2.2 (IV) of ITC & Clause 1.4.3 (IV) of Data Sheet (Attachment 1).	As per para 1st and 2nd of clause 1.2.2 (IV) of ITC form 5A, 5B & 5C will be provided within a period of 40 days from issue of Notification of Award whereas as per clause 1.4.3(IV) of Data Sheet (Attachment-1) 70 marks will be awarded on relevant experience of the key personnel, both conditions are mismatching, please clarify.	Please refer para 4.3 of ITC (page 24). Form 5A, 5B, 5C are to be submitted with the Bid Document.

4.	Pg. no. 20	Para 1.6 xvii of "Instruction to Consultants"	Provisions made for bank guarantee for mobilization advance, machinery advance, etc. clause 6.3.1 of "General Conditions of Contract" only provides for mobilization advance but no Form is given in Section – 3.	Please refer Amendment No. 2
5.	Pg. 29	Note to Sub Clause 5.6.3 of "Instructions to Consultant"	It stipulates that the financial proposal of the non-responsive Bidder will be retained/ destroyed by DFCCIL whereas according to sub-clause 1.4.6 Data Sheet (Attachment 1) on page 38, it is mentioned that in such case, the financial offer will be returned unopened.	Please refer Amendment No. 2
6.	Pg. 31	Sub Clause 5.6.6.2 (a) of "Instruction to Consultants".	Travel on duty by "Rajdhani/Duranto" may also be considered for inclusion.	Provision of RFP document shall prevail.
7.	Pg. 34	Data (Sheet Ann. 1) a. Sl. No. 10 - under Clause Reference. b. Sl. No. 16 - under clause Reference.	Correct reference clause are 5; 11 & 5.2 instead of clause 3. Correct Reference clause is 9 instead of clause 10. These may be reconciled.	Please refer Amendment no. 2.
8.	Pg. 108	Sub Clause 1.2.14(3) of Ann. 1 (Section 4)	The sentence may be reviewed.	The query is not clear. Sub Clause 1.2.14(3) does not exist.
9.	Pg. 32	Clause 12	Time period for design review and construction may be segregated.	Provision of RFP document shall prevail.
10.	Pg. 72	Form 7	If balance sheet/profit and loss account for FY 2012-13 is not available in such case Turnover of last 3 FY may be taken (i.e. FY 09-10, 10-11, & 11-12).	Provision of RFP document shall prevail.
11.	Pg. 76	Form 10 SN. A4 and A5	Sr. Bridge Design Engineer – I & II input is continuous on project site or they supposed to work at company's corporate office and site visit is done as per requirements, please clarify.	Sr. Bridge Design Engineer I & II should preferably be at site office.
12.	Pg. 76 & 77	Financial Offer	Considered the magnitude of the work under the two packages, it is considered that the Number of personnel and required man months/total man months as given are very less and there are many other works which require considerable man power of the personnel associated with the job for completion of the work as envisaged vide clause 5.7 of Terms of Reference on page 102. This may kindly be given due consideration.	Provision of RFP document shall prevail.
13.	Pg. 7	Para 7 Section -1	You are requested to extend the proposal submission upto 19.11.2013.	Please refer Amendment No. 2.
14.	Pg. 13	Clause 1.2.2 (ii) 1 (i)	The applicant/JV firm or lead member of the JV firm must have substantially completed one contract of Project Management consultancy Services, in the last 5 (five) financial years and the	Request not agreed to. Provision of RFP document shall prevail.

			<p>current financial year up to the date of submission of proposal, involving work as mentioned below of overall minimum value of Rs. 4 crores (Rs. four crores) - Earthwork and/or Bridges on Highways/Railway/Metro Railway Suburban rail transit system.</p> <p>Query : Is single project supposed to have Rs. 4 cr. value.</p> <p>Relaxation Request : If single project should have Rs. 4 cr. value, multiple projects may please be considered totaling to a value of Rs. 4 crores.</p>	
15.	Pg. 14	Clause 1.2.2 (ii) - Note 6)	<p>6) For the purpose of determining conditions of Eligibility and for evaluating the Technical offers under this Bid, project management consultancy services shall mean construction supervision/monitoring, design review involving work as mentioned in the above table.</p> <p>Query : Does it mean that a firm which has done only the work of construction supervision be eligible, on similar lines the firm which has only done design review (proof checking) be eligible.</p> <p>Relaxation request : Design review may please be considered as Project Management Service.</p>	Please refer Amendment no. 2.
16.	Pg. 14	Clause 1.2.2 ii) Note 6)	<p>6) For the purpose of determining conditions of Eligibility and for evaluating the Technical offers under this Bid, project management consultancy services shall mean construction supervision/monitoring, design review involving work as mentioned in the above table.</p> <p>Query : Does design review is considered same as detailed design on a project.</p> <p>Relaxation request : Design development may please be considered as detailed design on a Project.</p>	Please refer Amendment no. 2.

17.	Pg. 19	Clause 1.6 a i.	a. In case of single Entity : i. The applicant should be an Indian firm. Query : Please define "Indian Firm".	Indian Firm is a firm which is incorporated in India under the Company's Act 1956.
18.	Pg. 33	Data Sheet (Annexure 1) S No. 3.	Total turnover of the firms : The firm should have a minimum total turnover of Rs.22.50 crores from Consultancy services in immediately preceding three financial years. Query : Does it refer to JV or each member of the JV should fulfill this condition.	It is clarified that JV as a whole to meet the total turnover requirement.
19.	Pg. 6, Pg. 24, & Pg. 28	Para 6 of Section 1 & para 4.3.1 of Section 2 in <u>S.No.1</u> Item xi)	it is indicated 'Bid Security may also be in the form of Bank Guarantee drawn on any scheduled/Nationalised Bank of India'. But under para 4.3.1 of Section 2 in <u>S.No.1</u> Item xi), it is mentioned 'Bid Security' (Bank Guarantee) – Form-9-Deleted. In para 5.4.1(a) there is no mention of Bank Guarantee for Bid Security is mentioned.	Please refer Amendment No. 2.
20.	Pg. 13	Para 1.2.2(ii) of Section 2	Indicates Eligibility and Minimum Qualification Criteria in terms of experience in Project Management Consultancy work. Please clarify whether the work of Independent Consultants and General Supervision Consultants will be treated equivalent to Project Management Consultancy work or not.	Provision of Bid document shall prevail. (Experience of only project management consultancy shall be considered).
21.	Pg. 14	Section 2 : Cl. 1.2.2 (ii) Note 2	Eligibility and Minimum Qualification Criteria: The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi- government organization. Clarification Required : The Consultant requests that the Certificates of Public / Private Limited companies may kindly be accepted, as in other DFCC tenders funded by multilateral funding agencies.	Provision of Bid document shall prevail.
22.	Page 14	Section 2; Cl.1.2.2(ii) Note 5	Eligibility and Minimum Qualification Criteria: In case the applicant is a new JV firm Value of substantially completed work done by a member of JV in earlier JV firms shall be reckoned only to the extent of concerned member share in that JV firm for the purpose of satisfying its compliance to the minimum value of eligible consultancy contract criteria in Bid under consideration.	It is clarified that full value of eligible consultancy contract shall be considered.

			<p>Clarification Required :</p> <p>The Consultant requests to know that in a new JV firm, what Weightage will be given to the Value of substantially completed work done Solely (without an earlier JV) by a member of new JV.</p> <p>Please Clarify.</p>	
23.	Page 78 & Pg. 102	Form 10, Schedule - III, Cl.5.8.1; Page 102 Section 4;	<p>Copies of Reports The Consultant shall prepare six (6) copies of the following reports,... acceptable to the Employer: (i) Project Management Plan... (ii) Systems and Procedures duly covering quality and safety plan... Schedule of Payment for Reports and Document Printing Monthly progress report (4 copies) Quarterly progress report (4 copies) Supervision Manual {4 copies) Sectional completion report (4 copies)</p> <p>Clarification Required :</p> <p>The following reports have not been included in "Form 10" Financial Offer "!!!) Schedule of payment for Reports 5 Document Printing" i) Project Management Plan. ii) Systems and Procedures duly covering quality and safety plan. Please Amend.</p>	Please refer Amendment No. 2
24.	Page 40 Page 78	Section 2; Data Sheet (Attachment 2); Cl. 5.1.1; & Form 10, Schedule II,	<p>Requirements The Contractor shall also maintain the site offices..... Consumable replenishment in respect of toiletries, cartridges for the plotter and colour laser writers, first aid box, batteries / battery cells, drinking water etc. Schedule of Payment for Office Supplies and Utilities.</p> <p>Clarification Required :</p> <p>The Consultant understands that the Office Supplies / Paper / Consumables are covered under consumables to be provided by contractor. However, the point II in Form 10</p>	Please refer clause 5.6.6.2 (ii) pg. 30 and clause 5.1.1 (pg. 40) which refer to supplies to be provided by the contractor to the consultant. Balance supplies required by the consultant are covered under form 10.

			<p>asks for a Schedule of payment for Office Supplies and Utilities.</p> <p>Please Clarify.</p>	
25.	Page 98 & Page 78	Section 4; Cl. 5.3.2 Form 10 Schedule-I,	<p>Developing Systems:</p> <p>The Consultant shall develop systems to professionally manage the project implementation. The system to include the physical and Financial Progress vis-a-vis program and forecast cash flow. Project Management Software, as mutually agreed with the Contractor and the Employer. The Program must identify the milestones, interface requirements and program reporting elements. The consultant shall supply a soft copy of program (macro) developed. The output shall be updated every month.</p> <p>Clarification Required :</p> <p>The Consultant understands that the progress monitoring is in the scope of the Consultant. However, the requirement of a "Planning Engineer" has not been provided in "Form 10" I)</p> <p>Remuneration: Field Engineer/Staff.</p> <p>Please clarify.</p>	Provision of RFP document shall prevail.
26.	Page 11	Section 1	<p>Definitions</p> <p>Clarification Required :</p> <p>The definition of the term "Engineer's" which has been referred at many places in the RFP; has not been provided.</p> <p>Please clarify.</p>	Please refer clause 4.2.3 of Section 4 pg. 92, wherein the definition of Engineer has been stated. As already clarified at clause 1.3 section 4, pg. 88, complete details of the Bid document of Works Contracts are available on official website of DFCCIL i.e. www.dfccil.in and www.dfccil.org .
27.	Page 20	Section 2; Cl. 1.6, b , xvii; & Section 2, Cl. 1.6, b) xii.	<p>Eligible Bidders In case of Joint Venture:</p> <p>On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per bid conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.</p> <p>BID SECURITY shall be submitted by JV Firm/Lead Member of the JV Firm. BID SECURITY submitted by the Lead Member shall be deemed as BID SECURITY submitted by JV Firm.</p>	Provision of RFP document shall prevail.

			<p>Clarification Required :</p> <p>The Consultant requests to you to that similar to Cl. 1.6, b, xii (Bid Security); All Guarantees provided by the Lead Member of the JV Firm should be deemed as Guarantee provided on behalf of the JV. The Lead Member will obtain back to back guarantee from the other member. Please Amend.</p>	
28.	Page 20	Section 2; Cl. 1.6, b, xviii;	<p>Eligible Bidders</p> <p>In case of Joint Venture: On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908.</p> <p>Clarification required :</p> <p>Since registering the JV before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908, is a time- consuming task, the Consultant requests to you that an Unincorporated JV should also be permitted, as in the case of other DFCC contracts in Eastern & Western Corridor.</p>	Provision of RFP document shall prevail.
29.	Page 65 & 66	Form 5A (4/5) & (5/5)	<p>Sr. Bridge Design Engineer I & II</p> <p>Should have worked at least as Bridge Design Expert for one eligible assignment* for minimum period of two years.</p> <p>Clarification required :</p> <p>The Consultant understands that a Sr. Bridge Design Engineer has an intermittent input for any project, which will vary from 2 to 4 months against the total duration of the project of 4 to 12 months in case of a design project and 6 to 12 months against the total duration of the project of 30 to 36 months in case of a Construction Supervision project.</p>	Please refer Amendment No. 2.

			<p>Hence, Sr. Bridge Design Engineer works simultaneously on 3 or more projects.</p> <p>Therefore, the Consultant requests you to relax the minimum period of two years for one eligible assignment for the position of Sr. Bridge Design Engineer.</p>	
30.	Pg. 138	Clause 4.4 of GCC, Replacement of Key Personnel	<p>Replacement of the key personnel :</p> <p>It is stated that Replacement of the key personnel shall be considered only in unavoidable circumstances. Without any prejudice to the foregoing, substitution of one key personnel shall be permitted subject to reduction of remuneration equal to 10% of the total remuneration for the key personnel who is proposed to be substituted. In case of second change, further reduction to 10% of the total remuneration for the key personnel who is proposed to be substituted.</p> <p>Clarification Required :</p> <p>In this regard, it is submitted that all the consultants try their level best to keep the proposed key personnel but due to unavoidable circumstances beyond their control, substitutions are needed. Above mentioned conditions of the client are harsh and should be modified as in all other ongoing projects i.e. <i>the client shall reduce remuneration by 5% upto 33% of key personnel; reduction of 10% of the remuneration between 33% to 50% and reduction of 15% of the remuneration between 55% to 66% of key personnel. Any replacement beyond 66% of the total key personnel, the client may initiate action for termination.</i></p>	Provision of RFP document shall prevail.
31.	Pg. 32	Clause 11.2 of Instructions to Consultants, Commencement of Services	<p>Commencement of services It is stated that the Consultant shall commence the services within 15 days of the notice to proceed given by the Employer.</p> <p>Clarification Required :</p> <p>The Consultant needs minimum 3-4 weeks to mobilise their staff, it is, therefore, requested that the Client may provide at least 3-4 weeks to the Consultant to commence their services after</p>	Provision of RFP document shall prevail.

			signing of the Contract.	
32.	Additional Point	Extension of Time	It is requested that the date of submission of the proposal may please be extended and a period of at least 2 weeks may please be given for preparation of the proposal from the date of issue of clarifications so that our experts can prepare a comprehensive proposal addressing all issues of the RFP document / ToR.	Please refer Amendment No. 2
33.	Pg. 13	1.2.2 Instruction to Consultant	(ii) Minimum Value of Eligible Consultancy Contract - The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services , in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs 4 Crores(Rs Four Crores) -Earthwork and/or Bridges on Highways/Railway / Metro Railway/ Suburban rail transit system PMC assignment completed in last 5 financial year implies that the PMC assignment completed in January 2008 and onward will be considered as eligible consultancy contract. Please Confirm.	Financial year shall be considered from 1 st April of every year.
34.	-	-	We are subsidiary of Lahmeyer international GmbH , Germany , can we utilize the credentials of our parent company for meeting the Technical eligibility criteria . Please Confirm.	Provision of RFP document shall prevail.
35.	Page 13 & 14	ITC Eligible Assignment	We understand all construction supervision of roads & highway projects will be considered as Eligible Assignment. Please Confirm Please confirm, if the minimum value of work (INR 4 crore) is considered as Project Value or Value of Services. It is requested to please consider JV firm as JV/Associate Firm.	Please refer clause 1.2.2. The value of Rs. 4 Crore is the value of the Project Management Consultancy Services as clearly mentioned in clause 1.2.2. Not Agreed. Provision of RFP document shall prevail.
36.	Page 14	Para 1.2.2(ii) NOTE 2 - Certification of works	It is requested to please consider the certificate issued by the Private Client for works of NH/SH.	Provision of RFP document shall prevail.
37.	Page 31	para 5.6.6.2 (ii)a	Please confirm whether the personnel with intermittent input from the consultant HO to the project site will be reimbursed.	Provision of RFP document shall prevail.
38.	Pg. 40	Data Sheet (Attachment 2) - Site Facilities (Engineer's Site Offices)	It is understood that all specified expenditure related to the site office establishment will be borne by the Contractor.	Please refer to reply to query no. 24 above.
39.	Page 40	para 5.1.1 - Requirements	Please confirm whether the contractor will reimburse the expense of Engineer's Site Offices upto 90 days after the commencement date.	Works contract are in advanced stage of finalization. So such situation is not expected to arise.

40.	Page 63	FORM 5A (2/5 & 3/5) "Should have worked..."	It is requested to please also consider Sr. Bridge Engineer for this position	Provision of Bid Document shall prevail.
41.	Page 76	Form 10	<p>i) It is requested to provide the breakup of man-months for the individual projects (for construction period and DLP period)</p> <p>ii) No Office Supplies and Utilities are considered for the DLP period. It is requested to increase the months for DLP period.</p> <p>iii) It is mentioned in Sr.No. (i), the total man-month of Project Manager is 40 months, whereas at Sr.No. iv the months of car for PM is 64 months, please clarify the input of the PM.</p>	<p>i) Provision of Bid document shall prevail.</p> <p>ii) Not Agreed.</p> <p>iii) Input for PM is only 40 months whereas input for RE is 64 months. RE will cover the DLP period.</p>
42.	Page 96	Para 5.1.2 (iv) Approve drawing drawings to DFCCIL	It is requested to allow the Draftsmen input of atleast 12 months for carrying out the same.	Not Agreed.
43.	Page 138	Para 4.2.5 - Escalation	It is requested to allow the escalation on the reimbursable also, based on the whole sale price index given by Government of India.	Provision of Bid Document shall prevail.
44.		Holidays	We understand that there will be no deduction of Fee on the Public Holidays. Please Confirm.	Please refer clause 6.3.11 Section 5 page 141 of RFP document.
45.	Pg 14	Note, Pt. 2	<p>2) The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi- government organisation.</p> <p>Query :</p> <p>As substantial works is being undertaken by various Public Ltd. companies for their own businesses as developers. The experience pertaining to Public Ltd. organizations may also be permitted.</p>	Not agreed.
46.	Pg 17-19	Cl. 1.5	<p>1.5 Conflict of Interest</p> <p>(iii) without limiting the generality of the above, a Consultant shall be considered to have a Conflict of Interest that affects the Selection Process, if such Consultant has a relationship with another Consultant directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each other, and if:</p> <p>(a) A Consultant or its constituent/Member and any other Consultant or its constituent/Member have common controlling shareholders or other ownership interest; provided that this</p>	Provision of Bid Document shall prevail.

			<p>disqualification shall not apply in cases where the direct or indirect shareholding of a Consultant or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be) in the other Consultant or its constituent/Member is less than 5% (five percent) of the paid up and subscribed share capital of such Consultant or its constituent/Member; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any Conflict of Interest Clauses normally adopted financial institution that is included under the FEMA (notification No. in PMC RFPs of RVNL. (Pages extract from FEMA.133/2005-RB dated 17th March, 2005) (for avoidance of doubt the RVNL RFP is enclosed for ready reference and indirect shareholding shall be reckoned by multiplying the percentage consideration please.) shareholding in each successive layer); or</p> <p>(b) a Single Entity Consultant is a constituent/Member of another Consultant; or</p> <p>(c) a constituent/Member of such Consultant is also a constituent/Member of another Consultant; or</p> <p>(d) such Consultant has the same legal representative for purposes of this Bid as any other Consultant; or</p> <p>(e) such Consultant or its constituent/Member has provided or is providing directly or indirectly services on the same Project(s) in detailed design and Bid planning such as FLS, geotechnical studies, soil testing, design/drawing, BOQ. etc.; conversely the Consultant shall be disqualified for providing above services on the Project(s); or</p> <p>(f) such Consultant or its constituent/Member has provided or is providing directly or indirectly any form of services to the Contractor(s), conversely the Consultant shall be disqualified for</p>	
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			<p>providing above services to the Contractor(s); or</p> <p>(g) a firm which has been engaged by the DFCCIL to provide goods or works for a project will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its constituent/Members, will be disqualified from subsequently providing; goods or works or services related to the same project; or</p> <p>h) the Consultant or its constituent/Member and the Contractor(s) or its constituent/Member have common controlling shareholders or other! ownership interest; provided that this disqualification shall not apply in</p> <p>Query : Present Clause of 1.5 (iii) with sub clauses (e) (f) and (g) are citing that association in any form even in pre bid support or assessment studies conducted for any prospective bidders or Client in the specified stretch such Eastern Corridor etc., (may not be exact on subject project locations) is likely to be interpreted as conflict of interest. Any of such studies conducted may not result in Conflict of interest due to the fact that present assignment mainly includes Project Management Consultancy services. In view of above it is requested that suitable modification in COI Clauses may be provided.</p> <p>Conflict of Clauses normally adopted in PMC, PFPs of RVNL. (page extract from RVNL RFP is enclosed for ready reference and consideration please).</p>	
47.	Pg 13	Cl. 1.2.2, (ii)	<p>Minimum value of eligible consultancy contract: The firms should have completed project management consultancy services involving Earthwork/ Bridges on Highways/Railways/ Metro Railways /Suburban Rail Transit System in last 5(five) financial years and the current financial year up to the date of submission of proposal, of minimum value as indicated below:</p> <p>i) The applicant / JV Firm or lead member of the JV firm must have</p>	

			<p>substantially* completed one contract of Project Management Consultancy services , in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of</p> <p>overall minimum value of Rs 4 Crores(Rs Four Crores) -Earthwork and/or Bridges on Highways/Railway / Metro Railway/ Suburban rail transit system</p> <p>ii) The applicant/JV firm or any member of the JV firm must have completed Project Management consultancy services of at least one Single bridge/ via-duct/elevated metro via duct of overall Length of 300 m or more (excluding length of approach embankment).</p> <p>Query : Experience of Independent Consultancy may also be considered.</p> <p>Please clarify whether a single project satisfy conditions mentioned at S. No. (i) & (ii) may also be considered for both clauses.</p>	<p>Please refer reply to query no. 20.</p> <p>Yes single project will be considered for the purpose of satisfying clause 1.2.2(i) & (ii).</p>
48.	General		<p>Query : Can the Parent company use the credentials obtained from its own subsidiary company (as a sub-consultant to the subsidiary company) for fulfilling the qualification criteria?</p>	<p>Only those assignments shall be considered which have been carried out by the applicant. The assignments carried out by parent/sister companies shall not be considered.</p>
49.	General		<p>Query : Engaging sub consultants for specialized works may please be permitted as it will strengthen resource deployment.</p>	<p>Not Agreed.</p>
50.	Pg. 13	Clause 1.2.2 (ii) of ITC	<p>PMC for elevated Expressway/flyover may be considered as eligible assignment, please clarify.</p>	<p>Please refer clause 1.2.2 of ITC.</p>
51.	Pg 14	Note 1	<p>In case the contract value of a project gets revised then 80% of original contract value or 80% of revised contract value is to be considered as substantially completed project, please clarify.</p>	<p>Provision of Bid Document shall prevail.</p>
52.	General	-	<p>Is there any limitation of time for review of the Designs and Drawings prepared by the Contractors?</p>	<p>Please refer Bid document for Works Contract.</p>
53.	General	-	<p>For review of designs and Quality Control Works, should the</p>	<p>Please refer Bid document for works</p>

			Consultants refer only Indian Codes or any relevant International Code?	contracts for list of codes. Please refer Clause 1.3 of Section 4 pg. 88 of RFP, Bid documents of Works Contracts are available on official website of DFCCIL.
54.	General	-	Are the Consultants expected to have a separate Independent Laboratory and equipments of their own at site for quality checks?	No. Consultants are not supposed to have a separate independent laboratory.
55.	General	-	What is the approximate length of the approach embankments?	Please refer to bid document for work contract.
56.	General	-	What is the approximate length of Rail Fly Over?	Please refer to bid document for works contract.
57.	Pg. 13	Clause 1.2.2 (ii) 1 (i)	<p>Eligibility and Minimum Qualification Criteria:</p> <p>i) The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs 4 Crores (Rs Four Crores) -Earthwork and/or Bridges on Highways/Railway / Metro.</p> <p>Please clarify whether the minimum value of Rs. 4 crores is Project Management Consultancy value or the project value of earthwork and or bridges involved in the construction of project</p>	Please refer to reply to query no. 35.
58.	Pg. 14	Clause 1.2.2 (ii) Note 2	<p>Eligibility and Minimum Qualification Criteria:</p> <p>The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi-government organisation.</p> <p>It is requested to please also include the work done for private clients under eligible projects.</p>	Not agreed. Provision of Bid Document shall prevail.
59.	Pg. 75	Form 9	<p>Form of Bid Security Bank Guarantee :</p> <p>Request you to please share the format for Bank Guarantee as it stands deleted in the RFP.</p>	Please refer to reply to query no. 1.
60.	Pg. 138	Clause 4.2.6	If additional work is required beyond the scope of services specified in the terms or reference and the variations in man months allowed as per Form -10 (Schedule of Personnel and Man month rates), the estimated period of man months of personnel and other costs set forth in the Annexes of the contract may be increased by agreement in writing between the Employer and the consultant, provided that total increase in payments under this contract shall not exceed the	Provision of Bid Document shall prevail.

			<p>contract value by more than 25% excluding escalation.</p> <p>Percentage (%) of extra work depends on the quantum of incremental work. The Consultant suggests the client not to put a blanket cap of 25% on payment without an equivalent blanket cap on extra work</p>	
61.	Pg. 140	Clause 6.3.3	<p>The monthly payment shall be made @ 90% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In- Charge.</p> <p>Balance 10% of the accepted man month rates shall be released on successful commissioning of the project</p> <p>We propose to change the monthly payment to 95% of the accepted man month rates as per actual deployment of personnel and balance 5% of the accepted man month rates to be released on successful commissioning of the project</p>	Provision of Bid document shall prevail.
62.	Pg. 13	Clause 1.2.2	<p>(ii) Minimum Value of Eligible Consultancy Contract - The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services , in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs 4 Crores(Rs Four Crores) -Earthwork and/or Bridges on Highways/Railway / Metro Railway/ Suburban rail transit system.</p> <p>We would like to clarify that the min. value of 4 crores is required either for Earthwork or Bridge on Highway/Railway/Metro Railway/Suburban rail transit system.</p> <p>Pl. confirm.</p>	Refer Clause 1.2.2. Provisions of Bid Document are very clear.
63.		Amendment/ Corrigendum No. 1 dated 19.9.2013	<p>Deadline for Submission of proposals 15.00 hours on 05.11.2013.</p> <p>It is requested that at least 2 weeks time should be given for bid submission after issue of clarification to point raised in prebid meeting. Hence the date of submission of bid may be extended.</p> <p>Pl. confirm.</p>	Please refer Amendment No. 2.
64.	Pg. 13	1.2.2 (ii) – 1 (i)	<p>Submission of proposal, involving work as mentioned below of OVERALL MINIMUM VALUE OF Rs. 4 crores (Rs. Four crores) – Earthwork and/or....</p>	No, requirement laid down in clause 1.2.2 (ii) – 1 (i) shall be basis for assigning the marks for relevant experience.

			<p>“Lead Member of new JV firm must meet requirement”</p> <p>As per our understanding of the clause, Lead Partner is required to satisfy the said criteria for a minimum of 1 project only and while calculating the qualification of a JV in accordance with the provision of clause 1.4.3 “criteria for Evaluation” similar project of all JV partners will be added upto arrive at the technical score of the JV. Kindly confirm?</p>	
65.	Pg.13	Clause 1.2.2 (ii) -1 (ii)	<p>The applicant/JV firm or any member of the JV firm must have completed Project Management consultancy services of at least one single bridge/ via- duct /elevated metro via duct of overall Length of 300 m or more (excluding length of approach embankment).</p> <p>If a bidder has the experience of Project Management consultancy services of a project wherein there were more than one bridge of length 300m or more in a single contract package, will it be considered as a single project or multiple projects while calculating the experience in accordance with the provisions of clause 1.4.3 “Criteria for Evaluation”.</p>	<p>Marks will be assigned based on no. of single bridge/via duct/elevated metro via duct of overall length of 300 m or more (excluding length of approach embankment) completed by the firm.</p> <p>Provision of Bid Document shall prevail.</p>
66.	Pg. 6, pg. 13 & Pg. 19	Clause 1 of NIT	<p>From Experienced and reputed Consultants, that are registered in India. Clause 1.2.2(i) states :Firms registered or incorporated in India”. Clause 1.6a.i. states “Applicant should be an Indian Firm”.</p> <p>A single clarification of the above may be given.</p>	Registered firms are the firms which are registered in India under Company Act, 1956.
67.	13	Clause 1.2.2 of ITC	In the table, requirement of eligible assignment/bridge length are specified for “single entity” and “Joint venture”, Please clarify if assignment performed “in association with another firm” or unincorporated JVs will be considered as eligible assignments. It may be relevant to point out that unincorporated JVs or contractual JVs (through MOU/Agreement) are very similar to association between firms.	Provision of Bid Document shall prevail.
68.	Pg. 37	Clause 1.4.3 of ITC	Item 1 of table: In the pre bid meeting it was clarified that 50% marks will be awarded to consultant with least number eligible assignments. This clause may need to be suitably amended. Similar issue exists with item 3 of table for relevant experience of key personnel.	Refer Amendment No. 2.