

Response to Pre-Bid Queries

Name of Work: PROJECT MANAGEMENT CONSULTANCY for Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

IFB No: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15.05.2017.

NCB Bid Document No. HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15.05.2017.

SN.	RFP/Bid document Clause No., Page No.	Description of Clauses	Query	Clarification of DFCCIL
1	Tender Document, Section-1, Clause 6, Page-7	Bid Security: The proposals must be accompanied by Bid Security of INR 35 Lakhs (Rupees Thirty Five Lakhs) in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. Non Submission of the requisite Bid Security shall lead to summary rejection of the proposal.	We feel INR 35 Lakh is a big amount to be submitted against bid security in form of FDR/Demand Draft/ Pay Order drawn. We request you to consider submission of Bank Guarantee against proposal security at proposal submission stage. Please confirm.	Please refer Amendment/Corrigendum No.2.
2	Tender Document, Clause-1.2.2 Page-13	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 07 (seven) 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. 8.0 Crores (Rupees Eight Crores only) – Consisting of Civil/Track/Signal & Telecom/ OHE/ Railway Electrification Works on Railway/ Highway/ Metro Railway/ Suburban rail transit system,	Please clarify whether the project of Rs. 8.0 Crore value consisting of Civil or Track or Signal & Telecom or OHE or Railway Electrification Works on Railway or Highway or Metro Railway or Suburban rail transit system will be considered as eligible assignment.	Yes. Provisions of RFP document are clear in this regard and shall prevail.

3	Tender Document, Clause-1.2.2, Page-13	<p>Eligible consultancy contract/ Eligible assignment:</p> <p>(ii) The applicant/JV firm or any member of the JV firm** must have substantially* completed Project Management consultancy services, in the last 07 (seven) financial years and the current financial year up to the date of submission of proposal comprising:</p> <p>(a) At least one work of project management consultancy service having minimum value of Rs. 2.7 Crores for carrying out Civil / Track Works on Railway / Highway / Metro Railway / Suburban rail transit system.</p> <p>(b) At least one work of project management consultancy service having minimum value of Rs. 2.7 Crore for OHE / Railway electrification works on Railway / Metro Railway / Suburban rail transit system.</p> <p>(c) At least one work of project management consultancy service having minimum value of Rs. 2.7 Crore for Signaling & Telecom works on Railway / Metro Railway / Suburban rail transit system.</p>	<p>We request you to consider assignments with contract value \geq 2.7 Crore, with Track Linking work & Railway Signalling work & Railway electrification work in a single contract as eligible assignment.</p> <p>Since there are very few PMC projects with only track linking or signaling work or electrification work. It would be very difficult for a firm to meet such requirement or form JV with this eligibility criteria.</p> <p>We request you to kindly amend the requested changes.</p>	<p>Eligibility requirements with one contract has been given in clause 1.2.2 (ii) 1 (i) on page-13 of RFP document.</p> <p>To meet the criteria under clause 1.2.2 (ii) 1 (ii) on page-14 of RFP document, bidders either use different contract certificates or participate in Joint Venture having experience for meeting different components of eligibility requirements.</p> <p>Provision of RFP document shall prevail.</p>
4	Tender Document, Clause-1.2.2, Page-15	*Substantially completed contract/Consultancy will be one in which 80% work satisfactorily completed in financial terms (i.e. payment equal to 80% of the contract/Consultancy value has been received).	Please clarify whether eligible project of overall minimum value of Rs. 8.0 Crores, in which bidder has received Rs. 6.4 Crore as Consultancy fees will be considered as eligible assignment.	Substantially completed PMC shall be of minimum value of Rs. 8.0 crores as detailed in clause 1.2.2. Provision of RFP document shall prevail.
5	Tender Document, Clause-5.4.2, Page-30	The Bid security of unsuccessful consultants will be returned as promptly as possible	Please mention time duration of returning Bid security of unsuccessful bidders.	After award of the contract to successful bidder, bid security of unsuccessful bidders are returned. Generally the time duration is around two weeks after award of the contract.

6	Tender Document, E. Data Sheet (Attachment 2) Page-43	Site Facilities for the Employer & the Engineer	Please Clarify, whether site facilities and maintenance will be provided by system contractor including equipment's (computers, plotters, landline phones etc.)	Facilities and equipments shall be provided by the System contractor as per provisions specified in Data Sheet (Attachment-2) from page-43 to 49 of RFP document. Regarding maintenance of accommodation, please refer para 3.0 sub para 3.15 (page-44 to 45) of RFP document. Office supplies/consumables, Drafting, Supplies, Computer running cost and compatible software and domestic communication have been kept in the schedule of payment in Form-10 of section-3 (page-83 of RFP document) for which the cost shall be submitted by the PMC. No other facilities like desktop computers/laptop etc. shall be provided separately by employer/system contractor other than above provisions and payment under schedule of payment given in Financial offer.
7	Tender Document, Section-5, Clause-4.2.5, Page-154	Escalation in consultancy fees Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 18 months from date of commencement by increasing it by factor of Eight(8%) percent.	We request you to amend the clause as “Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 12 months from date of commencement by increasing it by factor of Eight (10%) percent.” Since remuneration of the employees is revised every 12 month, minimum 10% of salary is increased of every staff to retain them and run project successfully. Please confirm the requested changes.	Simplified method for covering escalation provided in RFP document is suffice. Provisions of RFP document shall prevail.

8	Tender Document, Section-5, Clause-6.3.1, Page-156	A Mobilisation Advance for an amount up to 5% (five percent) of the Contract Value at an interest rate of 4.5% per annum above the base rate of State Bank of India as effective on the date of approval of payment of mobilisation advance, compounded yearly, shall be paid to the Consultant on request. The mobilisation advance shall be against an irrevocable bank guarantee of value 110% of the mobilisation advance requested by the Consultant. The bank guarantee shall be from a Nationalised Bank of India or State Bank of India or Scheduled Bank of India, National Saving Certificates.	We request you to amend the clause as “A mobilization Advance for an amount upto 10% (ten percent) of the Contract Value at an interest rate of 4.5% per annum above the base rate of State Bank of India as effective on the date of approval of payment of mobilization advance, compounded yearly, shall be paid to the Consultant on request. The mobilization advance shall be against an irrevocable bank guarantee of value 110% of the mobilization advance requested by the Consultant. The bank guarantee shall be from a Nationalized Bank of India or State Bank of India or Scheduled Bank of India, National Saving Certificates.” Please confirm.	Provisions given in RFP document are suffice for PMC contracts. Provisions of RFP document shall prevail.
9	Clause-1.2.2,ii) Page-13 And Page-20	Eligibility: Only firms that are registered or incorporated in India are eligible to compete. 1.6 Eligible Bidders a. i) The applicant should be an Indian firm	We request to allow a foreign firm registered/ incorporated in India, can use credentials of parent company to meet the Technical Eligibility Criteria. An undertaking will be provided by the parent company on percentage holding.	Experience certificates shall be in the name of participating firms. Parent company shall be treated as separate entity. Company may form JV with their parent company to participate in bid if required. For JV participation, please refer ITC clause 1.6 b (page-20-21) of RFP document. Provisions of RFP document shall prevail.

10	Clause-1.2.2,i) Page- 13	<p>Minimum Value of eligible consultancy contract: No.1 in the table.</p> <p>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 7 (seven) 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. 8.0 Crores (Rupees Eight Crores only)- Consisting of Civil/ Track/ Signal & Telecom/ OHE/ Railway Electrification Works on Railway/ Highway/ Metro Railway/ Suburban rail transit system,</p>	<p>1. PMC substantially completed in last 7 (Seven) years and the current financial year up to the date of submission of proposal. We undersatand these last 7 (Seven) Years are FY 2010-11, FY 2011-12, FY 2012-13, FY 2013-14, FY 2014-15, FY 2015-16, FY 2016-17. Please confirm.</p> <p>2. We request to relax the eligibility criteria of minimum value of works to Rs. 6.0 Crores from Rs. 8.0 Crores.</p> <p>3. We request to kindly remove the experience of Highway projects from the criteria. The Railways PMC works have highly specialized tasks and the system works are not part of Highway projects.</p>	<p>1.Yes.</p> <p>2. Request not agreed. For participation in JV other criteria is also available in RFP document. Prospective bidders may form JV for participation if required. Provisions of RFP document shall prevail.</p> <p>3. Key personnel qualification and experience are as per requirements of specialized works. However, firms experience gives scope for wider participation of consulting firms. Request not agreed. Provisions of RFP document shall prevail.</p>
11	Table,1,x) Page- 26, Page- 38 Page-77	<p>Balance Sheets for Last 3 years</p> <p>1.2 Responsiveness 7. Balance sheets</p> <p>Form 7, Firm's Financial Data</p>	<p>1. Our Parent Firm's Financial Year is from January to December. The audited balance sheets are available till December 2015. The audited balance sheets of FY 2016 would only be available by August 2017. Please consider the request to submit the Balance sheets of parent firm for the year 2013, 2014 and 2015.</p> <p>2. In Form 7, The Financial data has been asked for last 4 Financial Years, 2016-17 will not be available.</p>	<p>Submission requirements of financial data for participating firms have been detailed in the notes given in Form-7 which are clear.</p>
12	Page- 7 Page- 29 Page- 80	<p>6. Bid Security: in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India.</p> <p>5.4 Bid Security Form 9</p>	<p>Please include Bank Guarantee as one of the forms/ ways of submission of Bid Security.</p>	<p>Please refer Amendment/Corrigendum No.2.</p>

13	Clause-7.1.1, Page-158	Bid Security of the successful Consultant who is awarded the Consultancy shall be retained. The amount of the Retention money shall be 5% of the Contract Value. The balance amount to make up the Retention money for this Consultancy will be recovered from the Consultant's running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the "Performance Guarantee") for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form-8 of Contract prior to the time of execution of the Contract.	The Bid security in form of FDR/ Bank Draft / Pay Order will have limited validity. In any case 10% of running bills amount will be deducted and Performance Bank Guarantee of amount equal to 5% of contract value will be submitted as part of performance security. We request, the Bid Security of the successful tenderer shall also be returned upon submission of Performance Bank Guarantee.	Please refer Amendment/Corrigendum No.2.
14	GCC-4.2.5 Page-154	Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 18 months from date of commencement by increasing it by factor of Eight (8%) percent	We request the Client to kindly consider the revision of remuneration rates to be adjusted every 12 months from date of commencement by increasing it by factor of Ten (10%) percent. This is normal salary hike asked by the staff members.	Simplified method for covering escalation provided in RFP document is suffice. Provisions of RFP document shall prevail.
15	GCC-4.4 Page-154	Substitution of Key Personnel: The Employer expects all the key Personnel.....substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of second and subsequent substitution(s), for each substitution, further reduction shall be equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.	We request the below changes in the condition: 1. First change i.e. CV submitted in the proposal to personnel deployed shall not have any penalty. This is because, we take consent of the person willing to work in the assignment. But, during the bid evaluation process and mobilization of the staff, some of them either change their decision or being hired by other companies. 2. There should be a capping on the maximum percentage of deduction. After 3-4 replacements, the actual salary of the staff is sometimes either at par or higher than the remuneration claimed from DFCCIL.	Please refer Amendment/Corrigendum No.2.
16	Clause-1.2.2 Page 13	Eligibility and Minimum Qualification Criteria: Eligible consultancy contract/Eligible assignment	We have completed assignments of PMC Services for highway consisting of civil works having more than 8 Cr. Kindly confirm whether the same qualify the eligible assignments.	Provisions of RFP document are clear in this regard and shall prevail.

17	Form-5A (2/10) under Note Point (i), Page- 63	"Eligible assignment for this purpose shall be considered as "Supervision/construction of Track Linking/Construction in Railway/Metro/Suburban Rail Transit System".	The Highway Experience may also be considered for the position of RE/Civil-I and shall read as "**Eligible assignment for this purpose shall be considered as "Supervision/construction of Highways/Track Linking/Construction in Railway/ Metro/ Suburban Rail Transit System".	Experts should have experienced in relevant field. Provisions of RFP document shall prevail.
18	Form-5A (3/10) under Note Point (i), Page-64	*Eligible assignment for this purpose shall be considered as "Supervision/ construction of Track Linking / Construction in Railway /Metro/ Suburban Rail Transit System".	The Highway Experience may also be considered for the position of RE/Civil-II and shall read as "**Eligible assignment for this purpose shall be considered as "Supervision/construction of Highways/ Track Linking/Construction in Railway/ Metro/ Suburban Rail Transit System".	
19	Point IV, Page-83	Office Rent (Fixed Cost) Rental Only	As stated in Data sheet (Attachment 2) Page 43, we understand that the said facilities will be provided by contractor only, however separate quote has been asked. Kindly clarify.	Office Facilities as per page-43-49 of RFP document have been kept in System contract and the same will be provided by them. Till system contractor is in place, PMC will have office on hire for which this quote has been asked in Form-10 (IV) on page-83 of RFP document.
20	Point IV, Page 16	The firm will be required to submit an undertaking at the time of submission of Proposal that personnel immediately required as indicated in the notification of award fulfilling the qualifications and experience as prescribed in Form 5A and as per Curriculum Vitae in Form 5C and summary in form 5B, as given in section 3.	Kindly clarify how many CVs to be submitted along with the proposal.	Documents comprising the proposal have been detailed in para-4.3 (page-25 & 26) of ITC. Key Personnel Qualification and Experience as per Form-5A (1/10) to 5A (10/10) and CV of all the Key Personnel as per Form-5C are submission requirements.
21	Clause-2.9.1, Page 145	Client can terminate the Agreement by giving 30 days' notice at its sole discretion.	Kindly consider the right of termination both ways.	Provisions of RFP document shall prevail.
22	Clause-3.4 Page 150	Liability of the Consultant, Para 3.4.3	This needs to be capped up to fee received by us till that date.	Provisions of RFP document shall prevail.
23	Clause3.5.2(a), Page 152	Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 7.5 crores.	The coverage of Rs. 7.5 crore is on higher side, Pls reconsider.	Provisions of RFP document shall prevail.

24	Clause-4.4, Page 154	The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution of Key Personnel shall be subject to equally or better qualified and experienced personnel being provided in replacement, to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, further reduction shall be equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.	How many substitutions of key personnel's are allowed and what will be the deduction rate, pls clarify.	Please refer Amendment/Corrigendum No.2.
25	Clause-6.3.3, Page 156	Mode of Billing and Payment: Payment for Personnel shall be made to the Consultant in the manner explained below:- (i) 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. (ii)Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as under: a) Along with passing of the Final bill – 6% b) During defect liability (Notification) period on quarterly basis-@ 0.5% for each quarter.	The RFP have provision for 5% Retention Money and 5% PBG. Further; holding of 10% payment from Monthly Bills is very high which will effect the cash flow. Kindly consider to waive off this provision.	Provisions gives emphasis on completion of the project. Request not agreed. Provisions of RFP document shall prevail.

26	Clause-7.3, Page 159 & 160	In addition to the liquidated damages as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal actions including temporarily withholding of part payment from on account bills, penalty recoverable from on account bills, and debarring for a specified period may also be initiated as per policy of the Employer.	Since there is a provision of LD, this clause may be withdrawn.	Provisions of RFP document shall prevail.
27	Clause-8, Page 160	The defect liability period (the "Defect Notification Period") for the Consultancy shall be 24 months from the completion date of the works contract. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant's Personnel. The Consultant shall continue to assist the Employer during the Defect Liability Period, as and when need arises, on any matter related to the Project(s) that is incidental to the Services rendered by the Consultant.	DLP of 24 months is very long. Please reduce it to 12 months.	Provisions are in accordance with Track and System contracts. Provisions of RFP document shall prevail.
28	Clause-7, Page-7	Receipt of Proposals: Sealed proposals should reach DFCCIL at the address given in Para 9 below not later than 15:00 Hrs on 12-07-2017. Bids will be opened on the same day at 15:30 hours in presence of Consultants' representatives who choose to attend. Dedicated Freight Corridor Corporation of India Limited will not be responsible for any delay in receiving the RFP documents by the Consultant or in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof. Proposals received after 15:00 Hrs on 12-07-2017 shall not be considered and shall be returned to the bidder unopened.	Request you to kindly extend the submission of proposal by 2 weeks from the current submission date.	Please refer Amendment/Corrigendum.

29	Point-3 of Note; Clause-1.2.2, Page-15	<p>Eligibility and Minimum Qualification Criteria:</p> <p>The work shall be certified by the client for whom these consultancy works have been done/ are being done which should be a government / quasi-government organization / Public Limited company. The certificate from private individual /private company for whom such consultancy works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of quantity, TDS certificate for all payments received and copy of final/last bill paid by client shall be submitted.</p>	<p>We request that the certificate from private individual/private company for whom such consultancy works are executed should be accepted as the same are followed by Rail Vikas Nigam Limited in their all current tenders. The extract of relevant provisions from recent Bid of RVNL No RVNL/BSB/JTDM-DAWN/PMC/01 dt 26/04/2017 is attached herewith (Tender available on RVNL Web Site: http://www.rvnl.org/tender/view_tender.php) which are re-produced below for your ready reference pl:</p> <p>The footnote of Form 4, p no.10 of 58 (copy attached as Annexure-1) clearly state that "The Consultant shall attach copies of Certificate of Completion/Substantial Completion issued by the Employer with the form, failing which the claim of the Consultant shall be liable to be rejected." It doesn't restrict to Government or Private Employer. In view of the above, kindly allow the certificates issued by Private Companies.</p>	Provisions of RFP document shall prevail.
30	Point-6, Page-7	<p>Bid Security:</p> <p>The proposals must be accompanied by Bid Security of INR 35 Lakhs (Rupees Thirty Five Lakhs) in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. Non submission of the requisite Bid Security shall lead to summary rejection of the proposal.</p>	We request you to kindly consider Bid Security in the form of bank Guarantee also.	Please refer Amendment/Corrigendum No.2.
31	Clause-1.4.3, Page-40	Scoring criteria to be used for evaluation	<p>Considering the existing provisions of technical evaluation under clause 1.4.3, page no. 40 of 162; it is very difficult to balance the lowest price. In view of the same, it is requested to consider changing the criteria with QCBS 70:30/80:20 to give more weightage to the technical capability of the companies to avoid under cost cutting leading to poor quality of services.</p>	<p>Evaluation criteria is in accordance with the selection method.</p> <p>Provisions of RFP document shall prevail.</p>

32	Clause-4.2.5, Page-154	Escalation in Consultancy fees: Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 18 months from date of commencement by increasing it by factor of Eight(8%) percent.	To retain the Experts & Staff on long term basis we are required to give yearly increments in the range of 10% to 15%, which is normal practice in the market. In view of the same; it is requested that minimum 10% escalation may be considered every 12 months.	Simplified method for covering escalation provided in RFP document is suffice. Provisions of RFP document shall prevail.
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33	Clause-4.4, Page-154	<p>Substitution of Key Personnel:</p> <p>The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such Key Personnel being provided in replacement shall be similar or better qualified and experienced personnel as compared to originally provided in the Contract, to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of second and subsequent substitution(s), for each substitution, further reduction shall be equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.</p>	<p>Kindly clarify the meaning of “Substitution of one key personnel shall be permitted” as there may be more substitution during the total tenure of contract.</p> <p>Also, we request you to kindly consider the provisions of substitutions followed by Rail Vikas Nigam Limited in their all current tenders. The extract of relevant provisions Section 1.04, Page 9 of 40 from recent Bid of RVNL No RVNL/BSB/JTDM-DAWN/PMC/01 dt 26/04/2017 is attached herewith as annexure-2 (Tender available on RVNL Web Site: http://www.rvnl.org/tender/view_tender.php) which are re-produced below for your ready reference pl:</p> <p><u>“If the key personnel are required to be replaced on its own by the consultant at the time of initial deployment as per section 1.02 above or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than permanent long term disability or death (i) for total replacement above 20% and upto 33% of key personnel, remuneration shall be reduced by 5% of the accepted remuneration rate of the personnel replaced (ii) for total replacement above 33% and upto 50% remuneration shall be reduced by 10% and (iii) for total replacement above 50% and upto 66% remuneration shall be reduced by 15% of the accepted remuneration rate of the personnel replaced (iv) for total replacement beyond 66% of the key personnel the employer shall initiate action of higher deduction/termination/debarment upto 2 years as considered appropriate.”</u></p>	Please refer Amendment/Corrigendum No.2.
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34	Clause-6.3.3, Page-156	<p>Mode of billing and payment:</p> <p>Payment for Personnel shall be made to the Consultant in the manner explained below:- (i) 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. (ii)Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as under: a) Along with passing of the Final bill – 6% b) During defect liability (Notification) period on quarterly basis-@ 0.5% for each quarter.</p>	<p>We request you to kindly consider the provisions of Payment and Mode of Billings, Section 6.01; p no 16 of 40 followed by Rail Vikas Nigam Limited in their all current tenders. The extract of relevant provisions from recent Bid of RVNL No RVNL/BSB/JTDM-DAWN/PMC/01 dt 26/04/2017 is attached herewith as annexure-3 (Tender available on RVNL Web Site: http://www.rvnl.org/tender/view_tender.php) which are re-produced below for your ready reference pl:</p> <p>The Employer shall pay to the Consultant in respect of the Services, such remuneration on the accepted rates and reimburse the expenditure as per clause-6.14. The monthly payment will be made @90% of the accepted man month rates as per actual deployment of staff duly certified by employer or his representative.</p> <ol style="list-style-type: none"> 5% will be released proportionately to the average financial progress of the construction contract for which Consultant has been appointed. Balance 5% will be released on successful completion of the work. However, the payment so withheld in terms of sub-section (a) and (b) above, can be released by the Employer if the consultant submits Bank Guarantee(s) of equal amount valid upto 28 days beyond the completion date of the consultancy contract. The Consultant shall ensure that the guarantees are valid and enforceable until the completion of work. If the terms of the guarantee specify its expiry date, and the work has not been completed by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the guarantee until the completion of work failing which Employer shall have the right to encash the Bank Guarantee(s). 	<p>Provisions gives emphasis on completion of the project. Request not agreed.</p> <p>Provisions of RFP document shall prevail.</p>
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35	Section-1, Point-6, Page-7	Bid Security asked by the client is INR 35 Lakhs in the form of FDR/DD/Pay order from any scheduled bank in India	We are proposing to allow us the Bid security of INR 35 Lakhs in the form of Bank Guarantee rather than DD/FDR or pay order, which will reduce the financial burden on the bidder.	Please refer Amendment/Corrigendum No.2.
36	GCC, Point-6.3.3, Page-156	Payment of the personnel: Monthly payment of 90% as per the deployment of the personnel and balanced 10% will be released on successful completion as under passing of final bill 6% basis and during DL period on quarterly basis @ 0.5% for each quarter.	It is proposed that balance 10% may be released in this stage, i. 5% may be released proportionately to the average financial progress of the construction contract and ii. Balanced 5% will be released on the successful completion of the work that is on the submission of the final completion report.	Provisions gives emphasis on completion of the project. Request not agreed. Provisions of RFP document shall prevail.
37	Point-iv) of Clause-1.2.2 ITC Page-16	<p>The firm is also required to submit an undertaking at the time of submission of proposal of proposal, that from the list submitted by them, and approved by DFCCIL, required personnel at required time as requested by DFCCIL, will be deployed within the period of 40 days from such request being made.</p> <p>In case of failure of deployment of such persons, DFCCIL will be entitled to impose a penalty of Rs. 1500/- or 1.0% of the agreed monthly billing rate of the personnel, whichever is higher per day per person for each day of delay beyond 40 days.</p>	It is proposed to avoid dispute that the period of 40 days applicable for imposing a penalty may be agreed from the date of approval of CV by DFCCIL instead of such request being made as the time consumed in submission and approval of CV by DFCCIL is not fixed.	Provision says that list submitted by consultant and approved by DFCCIL are requested by DFCCIL for deployment. Hence, there is no dispute. Provisions of RFP document shall prevail.

38	FORM-10 Page-81	In Form 10 (Financial Offer) Combined Input for execution of contract + 24 months DLP	Please clarify the man-month inputs of personnel required for the defect liability period.	Judicious deployment of personnel shall be done by the PMC to complete both the projects for which completion periods and DLP have been given in para-4.2.1 on page-98 of RFP document. There is no separate breakup for the same.
39	Clause-1.2.2 of ITC, Page-13	Eligibility: Only firms that are registered or incorporated in India are eligible to complete.	Kindly allow the Indian Incorporated Company to use the parent Company's credential for the purpose of meeting qualification criteria.	<p>Experience certificates shall be in the name of participating firms. Parent company shall be treated as separate entity. Company may form JV with their parent company to participate in bid if required.</p> <p>For JV participation, please refer ITC clause 1.6 b (page-20-21) of RFP document.</p> <p>Provisions of RFP document shall prevail.</p>

40	Clause-1.2.2, Table point no.1 Page-13	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 07 (seven) 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. 8.0 Crores (Rupees Eight Crores only) - Consisting of Civil / Track / Signal & Telecom / OHE / Railway Electrification Works on Railway / Highway / Metro Railway/ Suburban rail transit system,	Kindly consider the Project Management Consultancy services consisting of Transmission Lines and Airport also.	Provisions of RFP document shall prevail.
41	Clause-1.2.2, Point-3 of Note, Page-15	The work shall be certified by the client for whom these consultancy works have been done/are being done which should be a government/quasi-government organization/Public Limited company. The certificate from private individual/private company for whom such consultancy works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of quantity, TDS certificate for all payments received and copy of final/last bill paid by client shall be submitted.	We request you to allow us to submit either of the following documents as proof of Eligible project: 1. Copy of work order, 2. Approved Final bill of quantity, 3. TDS certificate for all payments received and 4. Copy of final/last bill paid by client.	Provisions of RFP document shall prevail.

42	<p>Clause-1.2.2 & Table point-i) Page-13</p> <p>Clause-1.6 Page-21</p>	<p>i) Eligibility: Only firms that are registered or incorporated in India are eligible to complete.</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 07 (seven) 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. 8.0 Crores (Rupees Eight Crores only)</p> <p>vi) In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.</p>	<p>As per the given clause only Indian firms are allowed as lead, so our query here is that whether the Qualification criteria to be met collectively or the Consortium has to meet criteria jointly.</p>	<p>Please refer ITC clause 1.2.2 (ii) 1 (i) (page-13) of RFP document for eligibility of Sole bidder and Lead member of new JV. For JV, eligibility criteria have been described in clause-1.2.2 (ii) 1 (ii) (page-14) of RFP document.</p> <p>Provisions of RFP document shall prevail.</p>
43	<p>C. Data Sheet (Annex-1), Point-12, Page-37</p>	<p>Deadline for submission of Proposals: 15:00 hrs on 12.07.2017.</p>	<p>Kindly extend the Deadline for submission of proposals by three weeks i.e. by 31.07.2017.</p>	<p>Please refer Amendment/Corrigendum.</p>