

**Minutes of the meeting of Pre Bid Meeting for PMC for Design and Construction of Important and Major Bridges on Vaitarna- Utran section of Western Freight Corridor (Tender No. HQ/EN/WC/BRIDGES/PMC/1 dated 01.10.08) held on 15.10.08**

<b>Bidder</b>	<b>Sr.No</b>	<b>RFP Clause</b>	<b>Query</b>	<b>Remark</b>
<b>egis India</b>	1	para 16.1/ page 15	Kindly allow to submit the bid security in the form of bank Guarantee	This is as per uniform policy of DFCC.
	2	Annexure 6.3.5/P 83 & Annexure 6.4-2/P 86	Kindly allow the: (a) relevant experinces to last 10 years instead of last three years as stated in the RFP Document (b) relevant service provided to concessionaries /private clients.	(a) Experience of 7 years will be allowed. A corrigndum will be issued. (b) Private clients, if a Public Ltd Company, are allowed.
	3	Annexure 6.5/MOU/ page 95	Kindly clarify whether this condition can be relaxed, so that responsibility can be shared between JV members.	No change acceptable
	4	Clause 6.5/GCC/P129&130	In view of current scenario regarding availability of key personnel/professional staff, kindly consider to relex the clause as "For replacements with equal or better qualification & experience the reduction in remuneration will be applicable only for change beyond 25%"	No change acceptable
	5	Clause 24/p 21& Clause No. 8.1 (b) /SCC/p-147	Our understanding is that all receiveable payments under this contract shall be incresed/escalated after 18 months by factor of 8% please confirm	Yes
	6	Annexure-7.2/p-99	Our understing is service tax will be paid by DFCC, separately and is not part of the financial proposal please confirm	Yes, but only if it is legally payable.
	7	Annexure-7.5/III A/P 104	Kindly specify the vehical month requirements for the project duration	This is to be worked out by the Bidder.
	8		A Time extension of four weeks may please be given in view of the festive season.	No change acceptable
<b>Consulting Engineering Services (india)</b>	1		Whether bank Guarantee is acceptable towards bid security or not.	No

	2	Clause 2.4 page 29	In clause 2.4 page 29 it has been stated that a separate agency for proof checking shall be deployed. Shall we presume that proof checking is not the responsibility of the consultant	Yes except for enabling works and as built drawings.
	3		The Project Management Consultancy is only for 54 No. of Bridges indicated or shall it also include embankment and other minor briges, culverts, etc.	Only these 54 bridges and embankments upto 100mts on approaches etc. associated with these bridges.
	4	Clause 6	Clause 6 indicates independent quality audit. To what extent PMC will be responsible for quality control	PMC is fully responsible for Quality Control.
	5	Clause-VII page 30	Clause-VII page 30 states PMC will assist in approval from various government agencies. Please indicate the type of assistance required from PMC.	Complete coordination and chasing will required to be done.
<b>Rodic Consultants</b>	1	Page No. 7 of 150 para 7, line no.4&5 of RFP	Please clarify the word authority to do the business in india as per Indian laws.	Authority to business in India means that the bidder (each member of JV) should have all requisite permissions, license/permits etc., in place and is not barred from carrying out business under this bid. It should be properly registered with the concerned departments, wherever required.
<b>S N Bhobe &amp; Associates</b>	1	Clause 7 page 7	The bidder (each member in case of JV) should have authority to do business in India as per Indian laws". It may be clarified whether foreign entities will be considered as JV partners since the only authorisation necessary will be RBI permission to operate in India and which is necessary only on successful award of work and while transferring monies on account of the work. This permission can be obtained after award of work only	A foreign entity cannot be considered as JV partner for this particular bidding process as permission to do business in India must be in place at the time of bidding. As such, each member of the JV should either be a Firm or a Company duly incorporated under the Companies Act, 1956 for the purpose of bidding for this Project. It is further clarified that a Branch Office or a Project Office of a foreign entity in India is not allowed to enter into a JV with an Indian entity for bidding purpose.

	2	Cl. 7.2 Technical	Projects in infrastructure like Water treatment plants/sewage treatment plants may also be included in the scope of works eligible for this clause.	No change acceptable
	3	Cl. 7.2 Technical	The value of single work of Rs. 3.0 crores may kindly be enlarged to definition of similar works as defined in the CVC circular where larger number of smaller works are also eligible. Since large value consultancies in bridges are relatively new, this will enable specialist bridge consultants who have executed PMC for smaller specialized bridge works to participate in the tender.	No change acceptable
	4	Cl. 22 b. pg. 21/150	The advance payment may be made interest free since PLR + 1 % is very high for the services sector.	No change acceptable
	5	Cl. 10 – pg. 77/150	Since the facilities to be provided are not being paid for separately and are to be added on man month rates, this will provide a skewed picture especially for item nos. i, ii and iii, It is requested that these facilities be provided by the contractor. The setting up of offices under (ii) for example is not possible to be worked out since we do not know where these are at this stage.	No change acceptable
<b>Mott Mac Donald</b>	1		Mott MacDonald Pvt. Ltd is indian registration company 100% owned by Mott MacDonald U.K.kindly confirm that the experience/Eligible Assignment of MM UK Can be considered as experience/Eligible Assignment of Mott MacDonald Pvt.Ltd. A letter in support of using the technical and financial capacity of Mott MacDonald UK will be provided. Please confirm.	The work carried out by the Indian Company will only be considered
	2	Page no.12, clause 8, para (l)	Please refer Page no.12, clause 8, para (l), it is difficult to segregate the payment of given scope of work and other consultancy work like feasibility study, advisory service etc. so can we provide the professionals fees instead.	Corrigendum will be issued.

	3	page no. 13 cluse 8 not (II)	Please refer page no. 13 cluse 8 not (II), the work undertaken by the consultant from the private body will not qualify or the certificate from the private agency will not be required to submit. Please clarify.	Certificate from Private Limited Company or a Govt. Company will qualify.
	4		The last date for submission of the proposal as mentioned in invitation of Bid is 6th November, 2008. You are requested to extend the date of submission of proposal by at least four weeks from the date of issue of DFCC, reply to our queries in order to enable us to prepared and submit a comprehenshive Document	No change acceptable
<b>SPAN Consultants &amp; Feedback Ventures</b>	1	Page 13, Clause 8(ii)	As the DPR of NHAI includes detailed design also, it should be considered as design experience.	A clarifying corrigendum will be issued.