

Response to Pre -Bid Queries Dated 13.06.2018

- Pre -Bid Meeting held on 13.06.2018 in the office of Chief Project Manager, DFCCIL, Varanasi
- Tender No. MGS/08/2018-19/ROB-PMC/SEB-MGS/209
- Name of Works - Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai-Sonenagar section of East Central Railway.

(A) Pre-Bid meeting was attended by following:

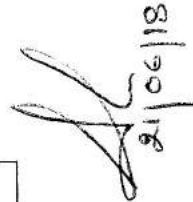
1. M/s RODIC Consultant Pvt. Ltd, Jai Singh Marg, New Delhi
2. M/s PEMS Engineering Consultants Pvt. Ltd., 553, First Floor, Explorer House, Udyog Vihar Phase V Gurgaon (Haryana)
3. M/s Consulting Engineering Group Ltd., CEG Tower, B-11 (G), Malviya Industrial Area, Jaipur (Rajasthan)
4. M/s Rina India Pvt. Ltd., 607/608, B Wing, Everest Chamber, Marol Naka, Andheri, Mumbai

(B) Following prospective bidders submitted queries/clarification through email:

1. M/s Multi Mantech, International Pvt. Ltd., M-Square, Millenium Plaza, Judges Bungalows Road, Vastapur, Ahmedabad
2. M/s Aarvee Associates Architects Engineers & Consultant Pvt. Ltd., Srinagar Colony Main Road, Hyderabad.
3. M/s Feedback Infra Private Limited, 15th Floor, Tower 9B, DLF Cyber City Phase-III, Gurgaon (Haryana)
4. M/s VOYANTS Solutions Pvt. Ltd., 403, 4th Floor, Park Centra, Sector-30, NH-8, Gurugram-122001

1. Response to Pre-Bid Queries of M/s Multi Mantech, International Pvt. Ltd., Ahmedabad received via email on 13.06.2018.

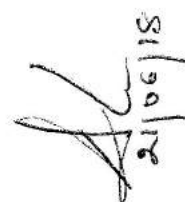
S. No.	Clause No. and Page No.	Present Clause as per RFP	Our request for clarification	DFCCIL Response
1	Clause No.-4, Sub Clause-4.2.2, Page No. 174	The DFCCIL expects all the Key Personnel to be available during the implementation of the Contract. The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 40% Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL.	We request you to allow the substitution of minimum of 50% of Key Personnel with equal or better qualified and experienced personnel instead of current cap of 20%, considering the health/social reason of employee.	Please refer Corrigendum No. - 1.


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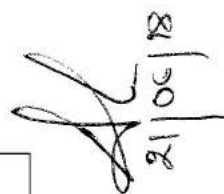
2	Clause No.-4, Sub Clause-4.2.2, Page No. 174	As a condition to such substitution, a sum equal to 10% of the remuneration specified for the Key Personnel in the Contract at the time of such replacement (last drawn remuneration) shall be deducted from the payments due to the Consultant till 12 months of the implementation of the Contract or six month of deployment of the new Key Personnel, whichever is later. Such deduction of 20% of the remuneration till six months of deployment of the new Key Personnel shall also be applicable in cases where replacement of Key Personnel has either been requested by the DFCCIL Personnel to Clause 4.2.3 and 4.2.4 or the Consultant itself has made the substitution after the first 12 months of the implementation of the Contract.	We request you to deduct 5% of the remuneration instead of 20% as it seems very harsh condition and project becomes nonviable with such huge deductions in remuneration and quality of manpower with such conditions will surely be downgraded with such high deduction.	Please refer Corrigendum No. - 1.
3	Clause No.-4, Sub Clause-4.2.2, Page No. 174	Substitution of the Team Leader will not normally be considered during the first year (12 months). If it does done due to reasons attributable to consultant, a reduction of 20% in the remuneration of TL shall be made for each substitution	Termination of contract due to change in Team Leader becomes very risky contract for any reputed organization which will lead to reduction in good competition amongst bidders. We request you to allow the same with 5% of reduction in man month rate considering the fact the human resources in today's dynamic world cannot be guaranteed due to health/social/economical conditions	Please refer Corrigendum No. - 1.

2. Response to Pre-Bid Queries of M/s Aarvee Associates Architects Engineers & Consultant Pvt. Ltd. received via email on 13.06.2018.

S.No	Clause No. and Page No.	As given in RFP	Suggestions/Clarifications	DFCCIL Response
1	Clause 1.3 and Clause 1.8	Site visit is suggested to be undertaken by the prospective bidders. For making a site visit to 36 ROB locations required at least week including Travel from base office.	It is requested that joint site visit (with representative of interested bidders) shall be organized by DFCCIL on designated dates for convenience of bidders.	As clarified in Clause 1.3.2 of TOR and Para 4.4 (Volume-II, section-4), the scope of this tender is for 23 ROBs. The interested bidder shall visit to site if they require on their own.
2	Clause 1.1.3 (Page 14 of 221)	The statement and explanations contained in this Tender Document are intended to provide a proper understanding to the	It is submitted to clarify that the scope of work shall be limited to the tender document along with its amendments	The scope of work has been mentioned in the Sub Para 4.3.2 of (Volume-II, Section-4)


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		Tenderers about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope or service and	and clarifications provided by DFCCIL.	
3	General arrangement of Drawings	Are the approval of GAD's obtained from Competent Authority	Kindly provided us status of in principal approval of GAD's.	Out of 23 GADs, 17 GAD have been finally approved and 6 are under process of approval.
4	Span arrangement of ROB's	Details and GAD of ROB's are not provided	In order to assess the quantum of work, kindly provide a) GAD of Bridges/ROB b) Span arrangement of railway/obligatory spans	A copy of GADs may be obtained from CPM office.
5	Adequacy of expert staff	Based on the quantum of work, especially steel girders and Obligatory span, to finish the work, parallel fabrication and approvals are to attended/supervised. There shall be simultaneous working at isolated/independent locations.	Staff proposed is less and shall have to be augmented. It is suggested that three separate batch/team of experts should be there, where in each batch shall have a jurisdiction of 7-8 ROB's	The consultant may plan its supervision scheme based on provision in the Bid Document. The provision of Bid Document prevails.
6	Appendix-II (Form-20) Hiring of vehicle and long distance	Jurisdiction of the section is close to 105 Kms along Railway track. The distances along the roads is expected to be 50% more.	It may not be practical to cater the section with this limited staff. Further hiring & use of motor cycles for such long distances driven by employee or by drive is not advisable. It is requested to adopt an alternate mode of safe transport vehicle by pooling the staff.	The consultant may plan its supervision scheme based on provision in the Bid Document. The provision of Bid Document prevails.
7	Appendix-II (Form-20) Hiring of vehicle and long distance	Item 2 (a) and 2 (b) are covered in two head	Please clarify why 2(a) has 1 motor cycle and 2(b) has 21 motor cycle Are there any change is specification/usage guidelines/level of user associated with item 2 (a) of 1 motorcycle.	Under 2(a) - 01 motor cycle is required during contract period plus 6 month of DLP. Under 2 (b) - 21 motor cycles are required during contract period of 18 month only.


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					A note regarding this has been added. Please Refer Corrigendum No.-1
8	Appendix-II (Form-18)	Only total of the man months of each expert (collective) is provided		It is requested to add additional column and clearly specify the number of experts required for each position and Man-month thereof.	The individual deployment of experts shall be planned by consultant depending upon physical progress of work and requirement.
9	Appendix-II (Form-19) Item sr. no. 1(a)	Main Project office for Consultant's office in Mughalsarai or Saidraja or as directed by Employer		Each employee/expert need to be informed about the proposed location of camp/site. It cannot be informed "as directed by employer". It is requested to amend this for clarity as "Main Project office for Consultant's Office - In Mughalsara/Saidraja"	This means that Consultant has choice to selection and finalize any other location with approval of employer.
10	Appendix-II (Form-19) Item sr. no. 1(b)	Site Office - At Sonenagar or Dehri-on-Son or as directed by Employer.		Each employee/expert need to be informed about the proposed location of camp/site. It cannot be informed "as directed by employer". It is requested to amend this for clarity as "Site Office-At Sonenagar/Dehri-on-Sone."	This means that Consultant has choice to selection and finalize any other location with approval of employer.
11	Appendix-II (Form-19) Item sr. no. 1	Expenditure on communication		Provision of communication devices like mobile and recharge, with internet facilities should also be kept.	Such expenses are included in office expenses and out of pocket expenses in Form-19 and Form-22.
12	Clause 2.6 (Page 26 of 221)	Right to Reject		Since firm do spend reasonable resources for bidding and expert equal and fare chances of winning. Reason of rejection or withdrawal should be informed to the bidders.	It will be done on best effort basis.
13	Clause 2.6.2 (ii) (Page 26 of 221)	(ii) take any other measure as may be deemed fit in the sole discretion of the DFCCIL, including annulment of the Selection Process		DFCCIL cannot take arbitrary decision hence, it may be reproduced as ii) May annulment of the Selection Process.	The decision will be reasoned and after due diligence.
14	General	Status of land acquisition		Kindly update us on status of LA of the 23 sites involved.	Railway/DFCCIL portion of the land is available. For approach


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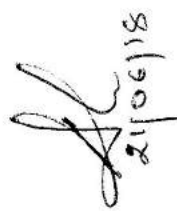
15	2.8.2 (page 27 of 221)	The DFCCIL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the DFCCIL to respond to any question or to provide any clarification.	For uniformity of understanding on the project. It is requested to consider responding to each query and providing clarification.	portion, the acquisition, wherever required, is in process. The quarries/clarifications are being responded.
16	Clause 5.17	Tender submission date or TSD 04.07.2018 up to 15.00 Hrs Opening of Tenders 04.07.2018 up to 15.30 Hrs	The time available for after the pre-Bid clarification is only one week. It is requested to kindly give 3 weeks time for submission of tender from the date of giving clarifications.	Please refer Corrigendum No. 1.
17	Clause No. 2.18.6, Section 2, Page 39 of 221	EMD of the unsuccessful Tenderers, if otherwise not forfeited by the DFCCIL in terms of the Clause 2.18.4, will be returned to respective Tenderer.	It is not cleared that when EMD of unsuccessful bidder will be released. We request to consider that EMD of unsuccessful bidder may be released within one month from expiry of bid validity.	Effort will be made to release the EMD as early as possible.
18	Clause No. 2.18.6, Section 2, Page 39 of 221	EMD of the unsuccessful Tenderers, if otherwise not forfeited by the DFCCIL in terms of the Clause 2.18.4, will be returned to respective Tenderer.	It is not cleared about the time taken to release of EMD of unsuccessful bidder. Based on similar RFP published in RVNL, suggested for change in clause as mentioned below: EMD of unsuccessful Tenderers, if otherwise not forfeited by the DFCCIL in terms of the Clause 2.18.4, will be released as promptly as possible but not later than thirty (30) days after the expiration of the validity of the proposal. Request for confirmation.	Effort will be made to release the EMD as early as possible.


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19	--	Design Validation	There is no position of Design Engineer, It is understood that all designs & drawings shall be provided/approved by DFCCIL for implementation.	Design and drawings are being provided by DFCCIL/another Consultant or Contractor. The PMC shall validate the design/drawing as mentioned in the TOR and Tender Data Sheet.
20	Clause No. 5.18.3, (i) & (ii) condition of eligibility of key persons (Page 135 and 136 of 221)	Program Expert	Program Expert need to be form engineering background. Since it is planning and scheduling work. It is requested that in the professional qualification required. May be replaced as "Bachelor degree/Diploma or equivalent".	Provision of Bid Document shall prevail.

3. Response to Pre-Bid Queries of M/s Feedback Infra Private Limited, Gurgaon received via email on 13.06.2018.

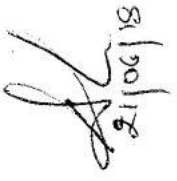
S. No.	As per RFP	Requested	DFCCIL Response
1.	Clause 5.18: Conditions of Eligibility for Tenderers, Page no 134 : Eligible consultancy contract/ Eligible assignment	We have completed assignments of PMC Services for Highway consisting of civil works having value more than 8 Cr. Kindly confirm whether the same qualify the eligible assignments.	The definition of Eligible Assignment has been provided in Sub-Clause 5.20 of Tender Data Sheet (Volume II, Section 5) which is self explanatory. Comment to your query is part of Tender evaluation process, so no specific comments be made as of now.
2.	Point no (ii) under Conditions of Eligibility for Key Personnel, Pg. no. 135 : Should have led Project Management Team for one Eligible Assignment for a minimum period of two years	Kindly confirm whether the Highway experience shall be considered as eligible assignment.	Eligible assignment has been defined in Sub-Clause 5.20 Tender Data Sheet (Volume II, Section 5, Tender document sheet)
3.	Pg. no. 218, Form 19 - Schedule for Provision & Maintenance of Office	As stated in form 19 it is written that "Provision of Temporary site office for the Consultant with all required facilities / Amenities (Equipments as mentioned in Annex-11 of Form of Agreement shall be provided by the Works Contractor) including Maintenance of site office including watch and ward, housekeeping and provision of potable drinking water."	The Consultant (PMC) has to arrange the office on its own with full facilities. No equipment is being provided by works contractors as per Annexure-11.


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		We understand that the said facilities will be provided by contractor only, however separate quote has been asked. Kindly clarify	
4.	Clause 2.14, Submission of Tender, Page no. 36: The Tenderer shall submit the Tender only on online format on the website www.tenderwizard.com/DFCCIL . No other mode of tender submission is acceptable.	We understand that submission should be online no hardcopy submission is required, Kindly clarify.	Submission is online only. Only instruments of original EMD and cost of Tender Document are required to be submitted in original in the office of CPM before due date.
5.	Pg. no. 164, cl. 2.9.1- Client can terminate the Agreement by giving 30 day's notice at its sole discretion.	Kindly consider the right of termination both ways.	Provision of Bid Document shall prevail.
6.	Pg. 169, Cl.3.4- Liability of the Consultant, Para 3.4.3	This needs to be copied up to fee received by us till that date.	Provision of Bid Document shall prevail.
7.	Pg. no. 172, Cl. 3.5.5 (a)- Third Party liability insurance as required under Applicable Laws, with a minimum coverage of twice the Contract Value.	The coverage of twice of contract value is on higher side, Pls reconsider.	Provision of Bid Document shall prevail.
8.	Pg. no. 174, Cl.4.2.2- The DFCCIL expects all the Key personnel to be available during the first year (12 month) of implementation of the Contract. The DFCCIL will not consider substitution of key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the Key Personnel in the Contract are the time of such replacement (last drawn remuneration) shall be deducted from the payments due to the Consultant till 12 months of the implementation of the Contract or six months of deployment of the new key personnel, whichever is later. Such deduction of 20% of the remuneration till six month of deployment of the key personnel shall also be applicable in cases where replacement of Key Personnel has either been requested by the DFCCIL Pursuant to Clause 4.2.3 and 4.2.4 or the Consultant itself has made the substitution after the first 12	How many substitutions of key personnel's are allowed and what will be the deduction rate, pls clarify.	Please refer Corrigendum No. 1.


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	month of the implementation of the Contract. Substitution of the Team Leader will not normally be considered during the first year (12 month) and may lead to termination of the Contract.		
9.	Pg. no. 178, Cl. 6.3 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 @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge. (ii) 10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract (s) for which the Consultant has been appointed. (iii) 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 period of one year (matching with the defect liability period of construction contractor) -4% @ 1% for each quarter.	The RFP have provision for 10% 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 provision.	Security deposit/Retention money is 5% of CA value which shall be recovered @ 10% for the each on-account bill till it reaches 5% of CA value after adjusting the amount of EMD. PBG is 5% of CA value. Provisions of Bid Document shall prevail.
10.	Pg. no. 181 & 182, Cl. 7.3 - In addition to the liquidated damages as specified in Clause 7.2, warning maybe 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 DFCCIL, 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 policy of the DFCCIL.	Since there is a provision of LD, this clause may be withdrawn.	Provisions of Bid Document prevail.
11.	Pg. No. 124, under Notice inviting tender: Date & Time of Submission of Tender : Proposals should submitted online not later than 15:00 Hrs on 04-07-2018, Bids will be opened on the same day at 15:30 hours.	Request you to kindly extend the submission of proposal by 2 weeks from the current submission date.	Please refer Corrigendum No. 1.



4. Response to Pre-Bid Queries of M/s RODIC Consultant Pvt. Ltd, New Delhi.

S. No.	Clause, Page No.	Description	Observation	DFCCIL Response
1	1.6.1 Page 15	The DFCCIL intends to select the Consultant through an open competitive bidding process involving evolution of Technical and financial offers (collectively the "Selection Process") The DFCCIL shall adopt a tender Evolution process as described in Clause 2.19.3 The financial selection of the Consultant shall be based on the Quality and Cost Based System (QCBS) Tenderers shall be short - listed based on their Technical Offers meeting a minimum Quality standard. The Financial Offers of only the short-listed Tenderers shall be opened. The final selection shall be based on the lowest financial offer amongst the shortlisted Tenderers as described in Section 3	Is it QCBS Or Least Cost Based?	The selection process has been mentioned is the Para 1.6.1 (Introduction, Volume-I, Page-15) of Bid Document. As per Manual of Policies and Procedure of employment of consultants (2006), issued by Ministry of Finance, Govt. of India this process was called as QCBS process. However, as per Manual for Procurement of Consultancy & Other Services (2017) issued by Ministry of Finance, the mentioned process is called Least Cost Selection (LCS).
2	CL 2.24.2, CP 42	Subscriptions shall be limited to a maximum of 20% of the key Personnel subject to equally or better qualified and experienced personnel being substituted to the satisfaction of the DFCCIL. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the original Key Personnel shall be deducted from the payment due to the consultant.	Reduction of 20% for 20% Key personnel is too high	However, the process mentioned in the Bid Document will be followed. Please refer Corrigendum No. 1
3	CL 2.24.3, Page 42	Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Tenderers of termination of the Contract	Deployment is purely based on Consent of the Candidate and no legal agreement. This may pl be Deleted	Please refer Corrigendum No. 1
4		GCC	GCC requires modification being no relevance to PMC Contract	Please refer Corrigendum No. 1


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5	CI 4.3.2, CP 129	For increase in number of ROBs the corresponding increase in quantities will be calculated and paid in terms of relevant GCC Clause	The given man months inpute is for 23 ROB's. Please clarify how the positions will be increased for increase in scope of work.	The actual deployment of different expert will be dependent on the physical progress of works contract. For any addition/ reduction in ROB, the number of relevant experts will be increase/decreased in consultation with PMC.
6	CI 3.5.1 at page 170	Insurance to be taken out by the Consultant	This requires to be modified, especially for (i) to (iv), as they are not applicable for PMC Contract. CI 3.5.2 already covers all the insurance essential for PMC contract.	Provision of Bid Document shall prevail.
7	CI 4.2.2, Page 174	Deployment of Personnel The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the Key Personnel in the Contract at the time of such replacement (last drawn remuneration) shall be deducted from the payment due to the Consultant till 12 months of the implementation of the Contract or six months of deployment of the new Key Personnel, whichever is later. Such deduction of 20% of the remuneration till six months of deployment of the new Key Personnel shall also be applicable in cases where replacement of Key Personnel has either been requested by the DFCCIL pursuant to Clause 4.2.3 and 4.2.4 or the Consultant itself has made the substitution of the Team Leader will not normally be considered during the first year (12 months) and may lead to termination of the contract.	This provision is different than given in CI 2.24.2, CP 42. Please clarify.	Please refer Corrigendum No. 1
8	CI 6.3.3, Page 178	Payment for Personnel shall be made to the Consultant in the manner explained below: i) The monthly payment shall be made @	This is proposed as under: i) 90% instead of 80% ii) 5% of the accepted mm rates	Provision of Bid Document shall prevail.


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9	CL 6.3.3 (iv) at Page 179	80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge. ii) 10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract (s) for which the Consultant has been appointed. iii) 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 period of one year (matching with the defect liability period of construction contractor 4% @ 1% for each quarter). In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like pre-Non Interlocking, Non-interlocking work and commissioning of project, recovery will be made @ three times the payable remuneration. At other times, in case of failure of deployment of Key Personnel/other Professional Personnel, DFCCIL will be entitled to a deduction @ 1% of accepted monthly remuneration rate of the personnel not deployment per day of delay, for the first 30 days after the notice period (not less than two weeks). After above 30 days period is over the deduction @ 2% of the accepted monthly remuneration of the Personnel not deployed per day of delay shall be applicable.	instead of 10% iii) Balance 5% during DLP	Please refer Corrigendum No. 1
10	CL 6.3.8, Page 179	Payment against various items other than Man Months of Personnel of Annex-4 of the Contract shall be made on reimbursement basis on submission of statement of expenses by the Consultant. However at no point of time the percentage payment against any item shall be more than the cumulative percentage of the professional personnel man months already spent on the Consultancy.	Please clarify the underline.	This is to contain the overhead cost in the event when deployment of experts are less, still full reimbursement of OH cost like office etc. are being made.


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11	L 6.3.10, Page 180	Remuneration for period of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month.	Please confirm up to what decimal point, this fraction factor would be applicable.	The month shall be counted as 30 days. Payment up to two decimal points (up to Paisa) is suffice.
12	Appendix II, Form 18		Given man months input for position of Lab Tech, Material Engineer, Quality Expert is too less for the scope of 23 ROB's, spreaded over an approx. length of 160Km.	Provision of Bid Document shall prevail.

5. Additional points of Response to Pre-Bid Queries of M/s RODIC Consultant Pvt. Ltd, New Delhi received via email on 12.06.2018

S.No	Clause No. and Page No.	As given in RFP	Suggestions/Clarifications	DFCCIL Response
1	Page No. 15, Introduction, clause No. 1.6	The final selection of the Consultant shall be based on the Quality and cost based System (QCBS) Tenders shall be short-listed based on their Technical Offers meeting a minimum Quality standard. The financial offers of only the short listed Tenders shall be opened. The final selection shall be based on the lowest financial offer amongst the shortlisted Tenders as described in Section-3	Kindly Confirm whether the selection process is QCBS or least cost	The selection process has been mentioned is the Para 1.6.1 (Introduction, Volume-I, Page-15) of Bid Document. As per Manual of Policies and Procedure of employment of consultants (2006), issued by Ministry of Finance, Govt. of India this process was called as QCBS process. However, as per Manual for Procurement of Consultancy & Other Services (2017) issued by Ministry of Finance, the mentioned process is called Least Cost Selection (LCS).
2	Page No. 33, Clause No. 5.14 of Data Sheet	Last date & time and address for submission of proposal/bid: date 04.07.2018 Time 15.00 hrs	We request an extension by 3 weeks after the issuance of Pre-Bid clarification.	However, the process mentioned in the Bid Document will be followed. Please refer Corrigendum No. 1
3	Clause 2.2.2 of IIT	The eligibility criteria mentioned by the	It is proposed to wider the range from 5	No change. Provisions of Bid


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	Page 18	client for projects should be substantially completed in last 5 financial years and the current financial year up to the age of submission	to 7 years as it will help more bidders to pontificate in the bid.	Document shall prevail.
4	IIT Clause 2.12.6, Page 35, CVs for the proposed staff	CVs for the Professional Staff other than Key Personnel shall also be submitted in the Format at Form-14 of Appendix-1	Total 14 nos. of CV's are asked along with the bid submission, out of which only 5 CVs will be evaluated. For simplicity of submission we request you to allow CV submission should be mandatory for non-key professions. There is no manner specified in GCC. Please specify the mode of EMD submission	Please refer Corrigendum No. 1
5	Page No. 38, IIT Clause 2.18.1	The Tenderer shall furnish as part of its Tender, an EMD of amount as specified in Clause 5.7 of Tender Data Sheet (Volume-II, Section 5) in the manner specified in GCC		EMD shall be submitted in the form of DD/Banker Cheque/FDR
6	Page No. 218 of Appendix-II Form 19	Provision of Temporary site office for the Consultant with all required facilities/Amenities (Equipments as mentioned in Annex-11 of Form of Agreement shall of site office including Maintenance of site office including watch and ward, housekeeping and provision of potable drinking water	No detailing of Equipments and service are provided in Annexure-11 Therefore, we assume that office equipment such as desktop computer/laptops, printers, photocopy machine, Fax machine, ACs, necessary for the effective functioning of the PMC is included in the provision of the Contractor. Please Confirm.	No equipment being provided by DFCCIL. Hence Annexure-II is Nil
7	General Query GCC Page No. 51		We assume that the GCC present in this Bid is for Contractor. Please clarify.	Please refer Corrigendum No. 1

6. Response to Pre-Bid Queries of M/s PEMS Engineering Consultants Pvt. Ltd received via email on 12.06.2018.

S. No.	Clause No.	Description	Observation	DFCCIL Response
1	2.2.13 (5)	All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria as per with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L1 price.	Please note that the above clause is totally against the policy of the Government of India and also against the office memorandum of Ministry of finance as per PM office Minutes dated 17.04.2018,	The entire tender is National Competitive Bidding. It is wrongly interpreted that the purpose of the quoted circular is to 'relax' technical

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		whereby the concerned official has to comply with the PMO directions. This has been directed by Central Vigilance Commission (CVC) also and news regarding PM reviews grievances handling in Railways. The purpose of this circulars is to 'relax' technical conditions for domestic players so that Make-in-India and MSME can be encouraged to foreign exchange for the country in future. Therefore, you may have to reduce or 'relax' your technical parameters for MSMEs suitably to your satisfaction which is normally one third of the conditions applicable to general categories, even though NHPC, again a high-tech power generation company, has totally exempted. Sir, we would like to know whether joint ventures are permitted between two registered MSMEs, lead partner being SC/ST company having no experience whereas the other partner having 49 percent can support the CS/ST firm with relaxed credentials. This is also important as government even today wants downtrodden to economically become stronger. Looking forward to your prompt reply on prior turnover exemption and relaxation of technical experience.	conditions. So there is no need to relax the criteria for domestic tenders. The case of NHPC cited is for a very small value tender, for which even DFCCIL has no eligibility criteria. For such important safety related items, no relaxation in eligibility criteria is envisage especially which tender is national competitive only. Participation through JV is allowed in this tender but no comments regarding suitability of your proposed JV formation can be made at this stage, as it is part of tender evaluation process. Provision of Bid Document shall prevail
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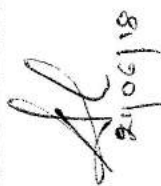
2	5.13	Date & Time of submission of Tender	Since the time is too short for preparation and submission of a competitive bid, we would request you to extend the date of submission of tender by at least one month.	Please refer Corrigendum No. 1
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7. Response to Pre-Bid Queries of M/s Consulting Engineering Group Ltd., received via email on 13.06.2018.

S. No.	Clause No. as per RFP	Point of Queries	Consultant's Clarifications	DFCCIL Response
1.	Clause 3.4.1 page 50 And Clause 5.4 in date sheet page 132	Basis of selection least cost basis And Quality and Cost Based System (QCBS)	There is discrepancy in the RFP, we think this project is on QCBS basis. Kindly confirm.	The selection process has been mentioned in the Para 1.6.1 (Introduction, Volume-I, Page-15) of Bid Document. As per Manual of Policies and Procedure of employment of consultants (2006), issued by Ministry of Finance, Govt. of India this process was called as QCBS process. However, as per Manual for Procurement of Consultancy & Other Services (2017) issued by Ministry of Finance, the mentioned process is called Least Cost Selection (LCS).
2.	Clause 6.3.3 (iii) (b) Pg. 178	During defect liability period of one year..... The defect liability period (the "Defect Liability Period") for the Consultancy shall be 06 months from the date of final payment	Kindly suggest the DLP Period.	However, the process mentioned in the Bid Document will be followed. DLP is 6 months. Please refer Corrigendum No. 1
3.	Clause 4.4 Page no. 129	Consultancy Services are sought for the Works Contracts at following ROBs	We request you to kindly clarify that whether Subways/RUB is also included in the General arrangement scheme of ROB, Please confirm	RUB/Subway are not included in the scheme of ROBs. Generally the obligatory railway span


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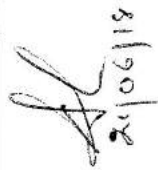
			Also pl. clarify the type of structure in each ROB.	is of 60/48/50m Bow String Girder on pile foundation or steel composite girder on pile/Open foundation.
4.	Clause 4.4 page no 129	Details of ROBs	We request DFCC to kindly provide the DPR and related drawings viz. GAC of all ROB projects.	Approach span over RCC/PSC girder on piles/open foundation. The copies of GADs may be collected from CPM office, Varanasi.
5.	APPENDIX -1 Form-7 (pg. 203) & From-10 (pg.207)	Certificate from the statutory Auditor	We request you to allow to certify these certificates from CA also. As the same is allowed by MORTH, NHAI, RVNL & other clients.	Certificate for CA is acceptable.
6.	RFP page 15 C l. 1.4.2 of Tender Date Sheet RFP page 33 cl. I-Registration	Earnest Money Deposit (EMD) in the form of Demand draft/ banker's cheque Earnest Money (in the form of DD/FDR etc-in original) have to be submitted to Concerned DFCCIL."	There is discrepancy in both the clauses. Please clarify.	EMD shall be in the form of DD/Bankers Cheque/FDR shall be submitted.
7.	RFP page 15 cl. 1.4.2 of Tender Date Sheet	Rs. 18,62,240/- in form of Demand Draft/ banker's cheque payable in favour of India Limited, Varanasi.	As the EMD amount is on higher side. So, we request for submission of EMD also in the form of Bank Guarantee also. Same is allowed in MORTH, RVNL & other clients. For Consideration please.	Provision of Bid Document shall prevail.
8.	Clause 2.12.2 (a) and 2.12.6 RFP page 34	 The CV of professional Personnel other than Key Personnel shall also be submitted in the format at Form-14 of Appendix-I	These Other Professional are not to be evaluated for marks. So we request you to allow consultants to submit the CV of Key Personnel only at bidding stage.	Efforts shall be made to submit the CVs of all other personnel also. Please refer Corrigendum No. 1
9.	Clause 3.1.2 The scoring criteria to be used for evaluation shall be as follows: Page no. 48-49 Clause 5.18.3 (ii) Pg. no. 135 to 137	Under item no. 2, Key Personnel's Professional Qualification, length of total Professional Experience and length of Relevant experience (i) If the key personnel is having Professional experience equal to the length of total professional experience required for eligibility	In the criteria for relevant experience it is mentioned that..... Additional 3 per cent marks shall be assigned for each additional year	No change. Provisions of Bid Document shall prevail.


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		as specified in Clause 5.18.3 (ii), he shall be assigned 15 per cent marks, and additional two per cent mark shall be assigned for each additional year of experience subject to maximum of total 25 percent. (ii) If the key personnel is having length of relevant experience equal to the length of relevant experience required for eligibility as specified in Clause 5.18.3 (ii), he shall be assigned 30 per cent marks, and additional 3 per cent marks shall be assigned for each additional year of relevant experience subject to maximum of total 15 per cent marks. 5.18.3 (ii) Minimum Eligibility for different type of key personnel to be engaged shall be as following:	Let us consider the case the case of RE (Civil) in which under "Length of Relevant Experience required for Eligibility" it is mentioned that Should have worked as Construction Manager/Resident Engineer for two (02) Eligible Assignments. In this condition we can't calculate 3 per cent marks shall be assigned for each additional year. Also here you defined as Eligible Assignments which means one should have worked on consultant's role. The same case is with other remaining positions. Request you to kindly clarify the same. Also in the case of Program Expert, Quality Assurance/ Control Manager, Environment, Health and Safety Manager. Let's take a case of Quality Assurance/ Control Manager. The criteria mentioned in second part i.e. ; in OR condition Projects costing over Rs. 100 cr. For a cumulative period over two (02) years We think for getting full marks the key Personnel should have worked in Quality assurance team having one project more than 100 cr. With 7 years of cumulative experience.	Please refer Corrigendum No. 1
10.	RFP page 174 Clause 4.2 Deployment of Personnel under 4.2.4	Each replacement for a Personnel at any time during the implementation so the contract, either on the request of the DFCCIL pursuant to the provisions specified in the Clause or by the Consultant on its own, Shall	The penalty clause on replacement is very high & normally no client Penalizes consultants if "the replacement is asked by the client" and if the replacement is done by the consultant than the replacement up to 33% is 5% This kind	

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		cause a deduction of 20% of the Personnel in the Contract at the time of such replacement till 12 month of the implementation of the Contract or six months of the deployment of the new Key Personnel, whichever is later.	of practice is followed by RVNL, RVNL, MORTH & other clients. So, we request you to modify it as; If the key personnel are required to be replaced on its own by the consultant, 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.	
11.	RFP page 174 Clause 4.2 Deployment of Personnel under 4.2.4	Such substitution shall be limited to a maximum of 20% Key Personnel subject to equally or better qualified	We request you to allow substitution upto 50% As the result may declare in 180 days & to hold key person for such a long duration is quite difficult.	Substitution up to 20% /40% for Key/Other Experts is allowed without only penalty. Beyond that reduction in rates will applicable. Please refer Corrigendum No. 1
12.	Clause 3.12 on page 146	 Monitor railway's land and assets during construction.	The land of the railways is very vast & it is quite difficult to monitor the railway's land and assets. Kindly withdraw this clause.	The railway's land in question is the land over which ROB's are being constructed.
13.	Clause 3.16 on page 146	However in all such cases it shall take prior verbal permission of the DFCCIL/Railway	Client will give written permission instead of verbal permission. For consideration please.	Please refer Corrigendum No. 1
14.	Clause 9.2 page 154 and cause 7.2.3 on page 181	Liquidated Damages for Excess Billing to the Contractor.	Consultant will take care of this, but if by mistake/unintentionally the excess payment is done, same shall be adjusted in next bill. So we request you to modify these clauses. For consideration please.	Provision of Bid Document shall prevail.
15.	RFP page 170, cl. 3.5.1 (a) (i), Professional	The limit of indemnity to be obtained should be at least 10 times the value	Since the project area is scattered at 23 locations, it is not possible for the	Provision of Bid Document shall prevail.


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	Indemnity Cover by the Consultant	to the Consultancy Contract and it shall be available as through the Contract period and also for a period of three years beyond the Contract Period.	current team to be present at all important tasks of the project and thence the presence of PMC and subsequent tasks performed by PMC would only be considered under professional indemnity. For tasks not supervised by PMC this clause should not be applied, since the PMC staff as per RFP is not enough to supervise al 23 ROBs. We request you to reduce indemnity to equal to the value of the Consultancy Contract and it shall be available al through the Contract period and also for a period of one years beyond the Contract Period. As the some condition is allowed by other clients.	
16.	RFP page 170, cl. 3.5.1 (a) ii, Fidelity Guarantee covers by the Consultant	The limit of Fidelity Guarantee should be at least 5 times of the value of the Consultancy Contract.	We request you to reduce it to equal to the value of the Consultancy Contract. As the same condition is allowed by other clients.	Provision of Bid Document shall prevail.
17.	RFP 42, clause 2.24 .4 and page RFP page 175, cl. 4.2.3	The DFCCIL may direct the Consultant to replace any Key Personnel at anytime during the implementation of the Contract on the basis of non satisfactory performance of otherwise and the Consultant shall have to replace the Key Personnel with equally or more competent and experienced personnel to the satisfaction of the DFCCIL	We understand that in this situation there will be no deduction done by DFCCIL in remuneration. Please clarify.	Provision of Bid Document shall prevail.
18.	Clause 4.6 page no. 176 Training of Personnel	Training of Personnel	We think the training is not required for the ROB works, since the works consist of Road works only.	For work over Railway Tracks in vicinity of tracks, such training is important. Provision of Bid Document shall prevail.


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19.	Form-19 under note, page 218	Arrangement for site office is to be made by the Consultant for the supervision of work for the period before the construction contractor makes available the stipulated site office.	We request client should either delete this condition or the contractor should be directed to maintain site office form the date of mobilization of consultant's manpower.	The consultant shall arrange the office accommodation on their own for which reimbursement shall be made as applicable.
20.	Clause 5.21 Other Professional Personnel		As the project may require some highway part so there may be requirement of some highway related positions such Bridge Design Engineer, For Clarification.	No change. Provision of Bid Document shall prevail.
21.	Clause 5.18.3 (ii) Under Environment, Health and Safety Manager	Diploma/Bachelor in Environmental Management Environmental Engineering or related field OR PG Diploma in Environmental and Sustainable Development from IGNOU	We request you clarify that is B.Sc. (Env.) allowed ??? In this it specifically asked that one should have done Pg form IGNOU. We request you to allow experts from other colleges also. We request you to allow Diploma in Industrial safety/Ecology & Env. As same is allowed by Metro & other clients.	BSc is a Bachelor degree so allowed to the extent, it is in relevant field. Diploma in Industrial Safety/Ecology & Environment is also acceptable. Please refer Corrigendum No. 1
22.	Form -17, Under note point no.7, Page 215	No escalation on any account will be payable on the above amounts except for increase in number of Personnel or Man Months as instructed by the DFCCIL as Provided in Form-18	We request you to give 5% escalation after 12 months, as same is provided by the other clients such as RVNL, MORTH, etc.	Please refer Corrigendum No. 1
23.	6.3.3. (ii), page no. 178	10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract	We request you to withdraw the clause, if the contractor's work is delayed due to some unavoidable reason than client will not pay 10% amount to the consultant which will affect the cash flow of consultants. For consideration please.	Provision of Bid Document shall prevail.
24.	6.3.3(iv)	In case any of the relevant key Personnel/Technical staff remains unavailable during important	There times recovery on remuneration is on higher side, we request you to reduce to 10% of remuneration rates.	No change. Provision of Bid Document shall prevail.


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25.	6.3.3 (iv)	activities, like Pre-Non Interlocking, Non-interlocking work and commissioning of projectAt other times, in case of failure of deployment of key Personnel/other Professional Personnel	Since the project area is scattered at 23 locations, it is not possible for the current team to be present at all important tasks of the project, we request client to remove condition of deduction of 1% and 2% on remuneration for absence at other times of project work, we assure that staff deployment of available aresources as per the RFP would be done in consultation with DFCCIL. We request the client to relate this condition only for nor provision of CVs and approved Key personnel for the project.	No change. Provision of Bid Document shall prevail.
26.	3.12, Page 174	The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other.....	The consultant would not be responsible for data provided by the client or other stake holders, the consultant would not prepare any drawings and perform site investigations and design for correction of data and subsequent work, consultant would just point out the anomalies in the reports of investigation, surveys data along with drawings provided of checking.	No change. Provision of Bid Document shall prevail.

8. Response to Pre-Bid Queries of M/s Rina India Pvt. Ltd., Mumbai received via email on 18.06.2018

SL. NO.	CLASUE NO. AS PER TOR	POINT OF CLARIFICATION	CLARIFICATION REQUIRED	DFCCIL Response
1	Eligibility Criteria	Experience for evaluation	Global experiences of various countries of the group companies may also be considered during evaluation of the bid if submitted by the subsidiary Indian Company.	There is no mention that international experience shall not be counted if relevant.
2	TENDER	The limit of indemnity to be obtained should be	1. The indemnity should be equal to value of	No change. Provision of Bid


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	DOCUMENT CLAUSE 3.5.1 (a) i.... P 170	at least 10 times the value of the Consultancy and it shall be available all through the Contract period and also for a period of three years beyond the Contract Period.	contract max, valid for 1 year beyond full contract period. 2. The stipulated staff strength seems deficient as work is scattered 23 locations. Presence of staff all the times all locations seems difficult.	Document shall prevail.
3	TENDER DOCUMENT CLAUSE 3.5.1 (a) i.... P 170	The limit of indemnity should be at least 5 times of the value of the Consultancy Contract.	The limit of fidelity indemnity should be equal to value of contract max. Valid for 1 year beyond full contract period. Why unnecessarily add to cost ?	No change. Provision of Bid Document shall prevail.
4	TENDER DOCUMENT CLAUSE 4.2.... P 174	As a condition to such substitution, a sum equal to 20% of the remuneration specified for the key Personnel in the Contract at the time of such replacement (last drawn remuneration) shall be deducted from the payments due to the Consultant till 12 months of the implementation of the Contract or six months of deployment of the new Key Personnel, whichever is later. Such deduction of 20% of the remuneration till six months of deployment of the new Key Personnel shall also be applicable in cases where replacement of Key personnel has either been requested by the DFCCIL pursuant to clause 4.2.3 and 4.2.4 or the Consultant itself has made the substitution after the fast 12 months of the implementation of the Contract.	The penalties are very much on higher sides to be reduced 9 suggest reduction bracket @ 5-10% of agreed remunerations. Required to be exempted for natural calamities like death or accidental permanent disability or very real genuine personal issues of deputed staff.	Please refer Corrigendum No. 1
5	TENDER DOCUMENT CLAUSE 2.12.2 (a) and clause 2.12.6... P 34 & 35	 The CV of Professional Personnel other than Key Personnel shall also be submitted in the format at Form-14 of Appendix-I	The CV of "Other than key personnel" can be excluded at leading stage and also will not be considered for evaluation. These shall be submitted for approval after award of the contract. Also these are not considered/ accounted for technical scoring.	Please refer Corrigendum No. 1
6	Tender Document clause 12.2---- Page 157	12.2 Duration Services in case of any extension of time, with on without damages, the Consultant shall completion the Service in all respect within such extended time.	Request you to clarify on payment conditions for fees of PMC in such extended time.	During extended period of contract the rates as applicable shall be paid subject to recovery of any LD. If applicable.
7	Tender Document	The Consultant shall identify and document encroachments And monitor railway's land	Please modify as consultant should monitor land at site of works. Monitoring whole railways land	Please refer Corrigendum No. 1

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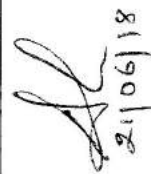
	clauses 3.12---- Page 146	and assets during construction	and assets along the full corridor are not possible, with stipulated staff strength as vast land is used by railways.	
8	Tender Document clauses 4.2---- Page 174	The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL.	Can plan additional resources. In case this whole land & assets monitoring is required by DFCCIL. The limit of substitution of key personnel's other than the lead may be increased to 30-40%.	Please refer Corrigendum No. 1
9	Tender Document clauses 6.3.3 (iv)---- Page 174	(iv) In case any of the relevant Key Personnel/technical staff remains unavailable during important activities, like Pre-Non interlocking recovery will be made @ three times the payable remuneration	Due and diligent important shall be given to all activities of the project, nothing like important activities alone. The extent of recovery in worst case scenario is exorbitant. In case of temporary unavailability is exorbitant. Please consider reducing the penalty on per month basis that to the max of 5% of remuneration of concerned official fee. We will ensure an alternative substitute is present at site in such occasion.	Please refer Corrigendum No. 1
10	Tender Document clauses 3.12--- Page 174	Accuracy of document : The consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the design, drawing, estimates and all other	Design is not consultant scope. We will review the drawing/details and technical so cannot be held responsible for fault of other designer/Consultant. We will review and highlight discrepancies from standards and best engineering practices. So DFCCIL may amend.	No change. Provision of Bid Document shall prevail.
11	Form 19, appendix 2--- Page 218	Note : Arrangement for site office is to be made by the Consultant for the supervision of work for the period before the construction contractor makes available the stipulated site office.	PL consider that constructor be asked to maintain the site office of the consultant from the date of their mobilization including watch and ward, housekeeping and provision of potable drinking water.	No change. Provision of Bid Document shall prevail.
12	Tender document Caluse 6.3.10 page 179	Remuneration for period of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month	The manmonth period shall be calculated up to 2 decimal digits. The no of days per month should be 26 and not 30 or 31. No deduction for weekly holidays.	Month shall be counted as 30 days and man month/payment to be calculated up to 2 decimal

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13		Refund of PBG	The PBG should be released after completion of works, after the certificate of completion is issued by competent authority. Its should not be linked to approval of commissioner of railway safety (CRS), as it is operational domain.	points. Provision of Bid Document shall prevail.
14	Clase 6.3.3 ---- Page 178	Payment for Personnel shall be made to the Consultant in the manner explained below: (i) The monthly payment shall be made @ 80% of the accepted man month rate. (ii) 10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract (s). (iii) 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 - 5% b) During defect liability period of one year (matching with the defect liability period of construction contractor) -4% @ 1 % for each quarter.	Tender of payment (80% Monthly +10% linked with contractor financial progress + (6% on passing of final bill + 4x1% each on each quarter of DLP) are quite complex and shall induce financial crunch, thereby increasing loading on rates. These should be released monthly as per fees agreed.	Please refer Corrigendum No. 1
15	RFP P-15@ Tender data sheet RFP P-33	EMD in the form of demand draft/banker's cheque EMD in the form of DD/FDR etc in original	Please clarify on EMD instrument	EMD may be deposited in the form DD/Bankers Cheque/FDR.

9. Response to Pre-Bid Queries of M/s VOYANTS Solutions Pvt. Ltd., Gurugram received via email on 14.06.2018

SL. NO.	RFP/Bid Document - References/Clause	Item/Description of clauses	Query	DFCCIL Response
1.	Tender Document, Page No. 15 of 221, Clause 1.4.2	Bid Security: The cost of the tender document & Earnest Money Deposit will have to be deposited by the tenderer in the form of Demand draft/banker's cheque payable in favour of 'Dedicated Freight Corridor Corporation of India Limited, Varanasi' in original in office of employer	We request you to consider submission of Bank Guarantee also against proposal security in addition to the Demand Draft/Banker's cheque. Please confirm.	No change. Provision of Bid Document shall prevail.


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2.	Tender Document, Page No. 34 of 221, 2.12 Technical Offer	(d) the CVs have been recently signed by the respective Personnel and countersigned by the Authorized Signatory of the Tenderer. Photocopy or unsigned/un-countersigned CVs shall be rejected	We request you to consider using scanned copy of signature of the Personnel whereas CV will be countersigned in Original by Authorised Signatory.	Since it is online submission, scanned copies are acceptable.
3.	Tender Document, Page No. 135 of 221, Clause 5.18.3 (ii)	Conditions of Eligibility for Key Personnel, Length of Relevant Experience on Eligible assignments.	It is observed that the Relevant experience asked for Key Personnel states that experience for the eligible assignment (i.e. Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer) shall be considered for evaluation. Whereas it is not practical to find Personnel having experience of only the eligible assignments. We request you to consider the experience of personnel in the Construction of the Railways/Metro Roadways/Highways/Infrastructure projects as the relevant experience. Please confirm.	No change. Provision of Bid Document shall prevail.
4.	Tender Document, Page No. 154 of 221, Clause 8	The DFCCIL will provide certain equipments, office accommodation, office consumables etc. as specified in the Annex-11 of the Contract free of cost.	It is mentioned that the equipment's, office accommodation, office consumables are specified in the Annex- 11, whereas the Annex-11 has been left blank. We request you to provide the details in order to avoid the conflict after commencement of services.	Annexure-11 is blank because DFCCIL is not providing any equipment etc.
5.	Tender Document, Page No. 175 of 221, Clause 4.2.6	If additional work is required beyond the scope of the Services specified in the Terms of Reference and the variations in man months allowed as per Annex-5 (Schedule of Personnel and Man Month Rates), the estimated periods of man months of Personnel and other costs set forth in the Annexes of the Contract may be increased	We request you to kindly consider the variation of PMC contract up to 25% and new rates shall be applicable on completion of 125% of contract value. In general, the provision of 25% variations are followed by Govt. Agencies like RVNL, RITES, PGCIL, IPRCL for Railways PMC Projects	Please refer Corrigendum No. 1


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		by agreement in writing between the DFCCIL and the Consultant, provided that total increase in payments under this Contract in no case shall not exceed the Contract Value by more than 50%.	which are also monitored by Ministry of Railways.	
6.	Tender Document, Page No. 178 of 221, Clause 6.3	Mode of Billing and Payment. Chargeable Interest on the advance, recoveries and other conditions governing the mobilization advance shall be as per extant rules of works contract on Indian DFCCILs. (i) The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge.	Please provide the details/document for the chargeable interest on the advance.	Please refer Corrigendum No. 1
7.	Tender Document, Page No. 178 of 221, Clause 6.3.3	The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge. The Employer shall pay to the Consultant in respect of the Services, such remuneration on the accepted rates. The monthly payment will be made @ 95% of the accepted man month rates as per actual deployment of staff duly certified by employer or his representative. 5% will be released proportionately to the average financial progress of the construction contract for which Consultant has been appointed.	Monthly payment mentioned in Tender document @ 80% of the accepted man month rates, which results in the negative cash flow of the PMC. We request you to please amend the clause as	Please refer Corrigendum No. 1
8	Tender Document, Page No. 216 of 221, Form 18	Schedule of Personnel and Man Month rates.	We request you to please consider the same. The total Man months of the personnel has been mentioned in the tender document whereas, the numbers of personnel are not specified anywhere in the tender document. We request you to kindly provide the number of personnel required against each position along with the man-months.	No of such experts deployed will depend upon the progress in works contract. Consultant shall deploy the number of experts to match with program for rates as applicable and variations, if


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9	Tender Document, Page No. 219 of 221, Form 20	Sr. 2a) & 2b) Hiring of vehicles for the purpose of supervision of work by PMC Personnel (the vehicle to be hired by Consultant shall include the cost of rental, drivers fuel, operation, maintenance/repair, Insurance and other incidental charges etc complete) - Motor cycle for field staff	Same clause has been written against Sr. 2a) & 2b), whereas no. of vehicles mentioned against same is different. Please clarify. We request you to kindly amend the clause as per the Tender conditions followed by RVNL, RITES, IPRCL, PGCIL.	any shall be paid. One vehicle is for 24 month including 6 month of DLP. 21 vehicles are for contract period only. Please refer Corrigendum No. 1
Additional queries				
1	Tender Document	General	We request you to provide minimum 21 days for submission of tender document after the response to pre-bid query.	Please refer Corrigendum No. 1
2	Tender Document	General	In addition to the positions mentioned in the tender document, we propose 2 positions at expert level for each package for smooth and proper functioning of PMC and effective monitoring of Project. • Project Coordinator • Contract Specialist We request you to kindly consider the proposal and amend the staff requirement accordingly.	No change. Provision of Bid Document shall prevail.


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