

## Response to Pre-Bid Queries

**Name of Work :** PROJECT MANAGEMENT CONSULTANCY for - Design and Construction of Formation in Embankments/Cuttings including blanketing, Viaducts, Rail Flyover, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis from Howrah end approach of DFC Sone bridge to Chirailapathu station of IR towards Howrah & to New Sonnagar station towards Garhwa and at Dehri-on-Sone yard from Km. 3.16 to Km. 5.38 in connection with Eastern Dedicated Freight Corridor in the state of Bihar in India.  
 IFB No: HQ/EN/EC/SEB JN/CS/PMC dated 07.12.2015.  
 NCB Bid Document No. HQ/EN/EC/SEB JN/CS/PMC Date: 07.12.2015.

SN.	RFP/Bid document Clause No., Page No.	Description of Clauses	Query	Clarification of DFCCIL
1	<b>Section-1 Notice Inviting 'Request for Proposal' Point no. 6</b>  (Page no. 7).	The proposals must be accompanied by Bid Security of <b>INR 21 Lakhs</b> in 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 hereby request you to consider the Bid Security in form of <b>Bank Guarantee</b> .	Provisions of RFP document shall prevail. Please refer Amendment/Corrigendum No. 1 also for amount of Bid Security.
2	<b>Instruction to Consultants Clause 1.22 (iv)</b>  (Page no. 15)  <b>&amp; Clause 1.4.3 (Scoring Criteria) Point 3 (Relevant Experience of the Key Personnel)</b>  (Page no. 39)	<b>Key Personnel:</b> The firm will be required to submit an <b>undertaking</b> at the time of submission of Proposal that personnel immediately required as indicated in the <b>notification of award</b> 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, will be provided within a period of <b>40 days</b> from the issue of Notification of Award. Failure to submit the same shall entitle the employer to forfeit the bid security.  <b>Balance Personnel:</b> The balance personnel whenever subsequently required will be provided, fulfilling the qualifications as mentioned in Form - 10 within 40 days of receipt of such request. The Firm is also required to submit an <b>undertaking</b> at the time of submission 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. 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.  <b>Relevant Experience of the Key Personnel:</b> Full Marks for each Key Personnel * will be awarded to the candidates of Key Personnel having the highest experience in terms of cumulative number of years in Eligible Assignments among all candidates proposed by various Consultants against that Key Personnel, while the experience of only two or one year of Eligible Assignments. (As the case may be) required for..... The key personnel qualifications and competence shall be as given in Form 5A and in case there is any deficiency in the qualification/experience of key personnel, the same will be treated as disqualified and no marks will be awarded in such case.	<b>Kindly clarify that the</b> Key Personnel's CV's to be submitted at the time of bidding or only undertaking is to be submitted at the time of submission of proposal. These seems to contradiction in both clauses.	Undertaking for deployment and submission of CV are two different requirements. Undertaking is required under the proposal submission form, however, the submission of CV is required in the Form 5C. For details please refer para 4.3 of section-2 of RFP document which describes the various documents comprising the proposal.

3	FORM 7 (Page no. 68)	Firm's Financial Data for immediately preceding three financial years and current year i.e. <b>from 2012-13, 2013- 14, 2014-15, &amp; 2015-16.</b>  <b>Notes 1.</b> - Please provide Balance sheets/ Profit & loss Accounts in support of information.	<b>Kindly exempted the</b> Fee for current year (2015-16) Balance sheets/Profit & Loss Accounts if it is not audited or allow the submit an undertaking regarding this effect.	Please refer Amendment/Corrigendum No.4.
4	Form 5 A Key Personnel Qualification and Experience (Page no. 60 to 62)	<b>Note (iii):-</b> The proposed person should not be older than 68 years for Project Manager/Team Leader, 65 years for Resident Engineer & Sr. Bridge Design Engineer.	<b>In various</b> Clients like NHAI/MORT&H, the Age limit of Kev Personnel are being 70 years at the time of bidding.  So, we hereby request you to kindly allow the <b>Age limit up to 70 years</b> at the time of bidding for key personnel.	Provisions of RFP document shall prevail.
5	FORM 10 page 72 of 138	Sub-key Personnel	In accordance with the scope of work and consultants past experience the following additional positions would be required in the PMC team to fulfil the objective of the PMC. <b>Sr. Alignment Engineer (1x10MM):- To</b> review and approve alignment drawings of contractor, liase with designer and / or DFCC etc. <b>Sr. Geotech Engineer (1x5MM):- To</b> monitor the geotechnical investigation of the contractor and review reports. <b>Sr. Hydrological Engineer (1x5MM):-</b> To monitor the Hydrological study carried out by the contractor and review reports. Therefore you are requested to please add the above positions in the current list of professionals and provide their man months.	Work requirement is to be fulfilled by the Consultant through existing positions.  Provisions of RFP document shall prevail.
6	Clause 11.2 of Instructions to Consultants, Page 34	Commencement of Services It is stated that the Consultant shall commence the services within 15 days of the notice to proceed given by the Employer.	The Consultant needs minimum 3-4 weeks to mobilise their staff, it is, therefore, requested that the Client may provide at least 3-4 weeks to the Consultant to commence their services after signing of the Contract.	Provisions of RFP document shall prevail.

7	Clause 4.2.5 of GCC, Page 131	<p>Escalation Clause</p> <p>As per Clause 4.2.5 of GCC, it is stated that 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.</p>	<p>As per normal practice followed by all renowned agencies like, MoRT&amp;H, NHAI, World Bank, ADB, AfDB etc. in all other ongoing projects in respect of price adjustment the Client provide escalation after every 12 months for the entire duration of the project.</p> <p>Hence, the Client is requested to kindly provide escalation after every 12 months from the start of the project.</p>	Provisions of RFP document shall prevail.
8	Clause 4.4 of GCC, Page 131	<p>Replacement of Key Personnel</p> <p>It is stated that Replacement of the key personnel shall be considered only in unavoidable circumstances. Without any prejudice to the foregoing, substitution of one key personnel shall be permitted subject to reduction of remuneration equal to 10% of the total remuneration for the key personnel who is proposed to be substituted. In case of second change, further reduction to 10% of the total remuneration for the key personnel who is proposed to be substituted.</p>	<p>In this regard, it is submitted that all the consultants try their level best to keep the proposed key personnel but due to unavoidable circumstances beyond their control, substitutions are needed. Above mentioned conditions of the client are harsh and should be modified as in all other ongoing projects i.e. <i>the Client shall reduce remuneration by 5% upto 33% of key personnel; reduction of 10% of the remuneration between 33% to 50% and reduction of 15% of the remuneration between 55% to 66% of key personnel. Any replacement beyond 66% of the total key personnel, the client may initiate action for termination.</i></p>	Provisions of RFP document shall prevail.
9	Clause 6.3.1 of GCC, Page 133	<p>Advance Payment</p> <p>As per this Clause, an advance payment 5% of Contract amount at an interest rate of 4.5% per annum above the base rate of SBI shall be paid to the Consultant on request.</p>	<p>In this regard, Consultant needs funds to mobilize their staff and maintain cash flow. Hence, Client is requested to kindly provide interest free advance payment @ 10% of the Contract amount and the same can be set off by the Client in equal portions against the payment schedule.</p>	Provisions of RFP document shall prevail.
10	<p>Clause No. 7.1 of GCC, Clause No.7.2 of GCC - <b>Liquidated Damages</b> <b>Clause No.7.3 of GCC -</b> Penalty for Deficiency in Services</p> <p>Page 135 and 136</p>	<p>Retention Money and Performance Security</p> <p>The Client has asked the Consultants to provide all the above instruments with the sole purpose to guard the Client's interest against deficiency / non-performance of services.</p>	<p>In this case, it is submitted that, in most of the cases, the firms are reputed and are sincere in their desire to carry out their part of the work as knowledge partners with the Client. The demand for all the above instruments vitiates this atmosphere as it tends to introduce an element of total distrust and adds considerable cost to the Consultants, but indirectly to the project.</p>	Provisions of RFP document shall prevail.

			It is, therefore, suggested that the client may consider modifying the RFP to seek from Consultants only one instrument which should fully guard the interest of the Client.	
11	Section 2; Cl.1.2.2; Note 2; Page 14 of 138	Eligibility and Minimum Qualification Criteria: The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi- government organisation.	The Consultant requests that the Certificates of Public / Private Limited companies may kindly be accepted, as in other DFCC tenders funded by multilateral funding agencies.	Provisions of RFP document shall prevail.
12	Section 2; Cl.1.2.2; Note 2; Page 14 of 138	Eligibility The applicant/JV firm or any member of the JV firm must have completed Project Management consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, of at least one Single bridge/ viaduct/ elevated metro via duct of overall Length of 200m** or more (excluding length of approach embankment).	(i) Please confirm that road projects consisting of bridges of overall Length of 200m** or more will be considered for evaluation. (ii) Further, please also confirm that the "overall minimum value of Rs. 3.6 Crores" is the value of entire consultancy service which consisted of Earthwork and/or Bridges on Highways / Railway / Metro Railway/ Suburban rail transit system	(i) Please refer Note No.7 of ITC Clause 1.2.2.  (ii) Yes.
13	Para 6 of Notice Inviting Tender, Page 7 of 138	Bid Security The proposals must be accompanied by Bid Security of <b>INR 21 Lakhs</b> (Rupees Twenty One 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	It is hereby requested that the Bid Security may please be allowed to be submitted in the form of Bank Guarantee as allowed in DFCC Projects and other renowned Clients and Financial Institutions. You may like to please provide a suitable Format acceptable by the Bank.	Provisions of RFP document shall prevail. Please refer Amendment/Corrigendum No. 1 also for amount of Bid Security.
14	Additional Point	Extension of Time	It is requested that the date of submission of the proposal may please be extended and a period of atleast 3 weeks may please be given for preparation of the proposal from the date of issue of clarifications so that our experts can prepare a comprehensive proposal addressing all issues of the RFP document / ToR.	Sufficient time as per ITC clause 2.3 shall be given. Please refer Amendment/Corrigendum.
15	Section 1, Point 6, Bid Security Page No. 7	The proposal must be accompanied by Bid Security of INR 21 Lacs in the form of FDR/Demand Draft/Pay Order drawn on any scheduled bank/ nationalised bank in India.	Please allow Bid Security in the form of Bank Guarantee also as being done by other Government Departments / PSUs. This will reduce the financial burden on the bidder and hence the overall cost of the consulting project.	Provisions of RFP document shall prevail. Please refer Amendment/Corrigendum No. 1 also for amount of Bid Security.

16	Section 1, Point 7, Receipt of proposals  Page No. 7	Sealed proposals should reach DFCCIL at the address given in Para 8 below not later than 15:00 hrs on 28.01.16.	We request DFCCIL to please allow atleast 3 weeks for proposal submission from the date of release of pre-bid responses.	Sufficient time as per ITC clause 2.3 shall be given. Please refer Amendment/Corrigendum.
17	1.2.2- Eligibility and Minimum Qualification Criteria-i-Eligibility  Page-13	Only firms that are registered or incorporated in India are eligible to compete	Kindly keep this condition only for the lead firm and allow international firms to partner as JV member	Please refer ITC clause 1.6 b (vi) and 1.6 b (viii) in this regard.
18	1.2.2- Eligibility and Minimum Qualification Criteria-ii-Minimum value of eligible consultancy contracts- Table Pt.1- Eligible consultancy contract/eligible assignment  Page-13	The applicant / JV firm or lead member of the JV firm must have substantially completed one Project Management Consultancy services, in the last 5 years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of INR 3.6 Cr- Earthwork and/or bridges on Highways/Railway/Metro Railway/Suburban Railway. - Lead member of the new JV firm must meet the requirement.	Kindly allow any member of the consortium to meet this requirement	Provisions of RFP document shall prevail.
19	1.6 Eligible Bidders-b.i  Page-19	In case of a JV - Separate identity / name shall be given to the Joint Venture Firm	Please clarify if DFCCIL is expecting a new legal entity as JV or consortium would serve the purpose.	Please refer ITC clause 1.6 b (viii) in this regard.
20	<b>Cl. 2.9.1 (g) Pg. no. 123</b>	Client can terminate the Agreement by giving 30 days notice at its sole discretion.	Please increase the notice to 3 months.	Provisions of RFP document shall prevail.
21		There is unlimited third party liability.	This needs to be capped upto fee received by us till that date.	Please refer Cl. 3.5.2 of GCC at Page 129 of 138 of RFP document.
22	<b>Cl. 3.5.2 (a) Pg. no. 129</b>	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 huge. Pls reconsider.	Provisions of RFP document shall prevail.
23	<b>Cl. 4.4 Pg. no. 131</b>	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 <b>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.</b>	Please consider to withdrawn, however we undertake to provide key personnel in time.	Provisions of RFP document shall prevail.
24	<b>Cl. 7.3 Pg. no. 136</b>	In addition to the liquidated damages as specified in Clause 7.2, warning maybe <b>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</b> including	This clause is very harsh and may be withdrawn.	Provisions of RFP document shall prevail.

		temporarily withholding of part payment from on account bills, penalty recoverable from on account bills, and debarment for a specified period may also be initiated as per policy of the Employer.		
25	<b>Cl. 8 Pg. no. 136</b>	The defect liability period (the "Defect Notification Period") for the Consultancy shall be <b>24 months from the completion</b> 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 Page 137 of 138 Period, as and when need arises, on any matter related to the Project(s) that is incidental to the Services rendered by the Consultant.	The DLP is too long. Please reduce it to 12 months.	Provisions are in consonance with the works contract. Provisions of RFP document shall prevail.
26	<b>Section-I-Notice Inviting 'Request For Proposal'- Page-7, Point no. 7</b>	Last date for Submission of Bid 28-01-2016 up to 15.00 hrs.	We request you to extend the submission date to 15 Feb. 2016 to prepare a competitive proposal. This is because of the holiday weekend being second Saturday of bank and 26 <sup>th</sup> being National holiday, hence delivery of tender by courier will get delayed.	Sufficient time as per ITC clause 2.3 shall be given. Please refer Amendment/Corrigendum.
27	<b>Section-I, Notice Inviting 'Request For Proposal'- Page-7, Point no. 6</b>	Bid Security of Rs. 21.00 Lacs (Rupees Twenty One Lacs only) FDR/Demand Draft /Pay Order drawn on any Scheduled Bank/Nationalized Bank of India.	We request you to accept Bid security in the form of Bank Guarantee from any Nationalized/Scheduled bank of India which is payable at Delhi/New Delhi.	Provisions of RFP document shall prevail. Please refer Amendment/Corrigendum No. 1 also for amount of Bid Security.
28	<b>ITC 1.2.2, Page-13</b>	Eligibility and Minimum Qualification	As per the Clause 1.2.2 Eligibility and Minimum Qualification Only registered or incorporated companies are eligible to complete in JV with any other foreign partner.  Whereas in clause 1.2.2 sub clause (ii) part 1 the lead member which should be Indian firm has to meet the requirement this clause restrict the companies to form JV and diminishes the whole purpose of joint venture where companies join hands to Bid with their respective strength in Technical, Financial, Infrastructure and networking capability.  We request you to allow the JV or any member of JV to meet the requirement so Indian companies can develop their technical know-how and open more options for DFCCIL to choose among the best.	Provisions of RFP document shall prevail.