

## Response to Pre -Bid Queries on 08.06.2020

**Pre -Bid Meeting held on 08.06.2020 in the office of General Manager/Co, DFCCIL, DDU through video conference on Zoom.**

**Tender No. MGS/EN/PMC/RFO-RUB-FOB/314/2020**

**Name of Works - Project Management Consultancy (PMC) Services for Construction of Rail Flyover, Road Under Bridge and Foot Over Bridges in Pt Deen Dayal Upadhyay Nagar (Mughalsarai)- Sonenagar section of East Central Railway in connection with construction of Eastern Dedicated Freight Corridor**

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

1. **M/s a'XYKno Capital Services Pvt Ltd, Level 3, Leela Vistas, Bajaj Nagar, WHC Road, Nagpur - 440010**
2. **M/s IRCLASS System and Solution Private Limited, 6<sup>th</sup> Floor, Industrial Services, 52A, Adi Shankaracharya Marg, Powai, Mumbai - 400072**
3. **M/s Consulting Engineers Group Ltd, CEG Tower, B-11 (G), Malvia Industrial Area, Jaipur - 302017**
4. **M/s SATRA, 1-8-359 – 363, 5<sup>th</sup> Floor, Centre Point Building, Secuderabad - 500003**
5. **M/s Lombardi Engineering India Private Limited A1/152 1<sup>st</sup> Floor, Safdarjung Enclave, New Delhi-110029.**
6. **M/s Intercontinental Consultants & Technocrats Pvt. Ltd. A-8, Green Park, New Delhi-110016**
7. **M/s SMEC (India) Private Limited 1<sup>st</sup> Floor, West Wring, Novus Tower, Plot no. 18, Sector-18 Gurugram-122015, Haryana**
8. **M/s FEEDBACK INFRA, 311, 3<sup>rd</sup> Floor, Vardhman Plaza, Plot No. 6 Sector 12, Dwarka, New Delhi 110078**
9. **M/s Royal Infraconstru Ltd, Godrej Waterside Building, Tower No. 1 4<sup>th</sup> Floor, Plot No. 5, DP Block, Sec-V, Salt Lake, Kolkata - 700091**
10. **M/s SPECTRUM Techno Consultants Pvt. Ltd. B-201, BSEL Tech Park, Sector 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai- 400703**
11. **M/s Rodic Consultant Pvt. Ltd., YMCA Cultural Centre Building, Gate No. 2, First Floor, 1, Jai Singh Marg, New Delhi - 110001**

**1. Response to Pre-Bid Queries of a'XYKno Capital Services Pvt Ltd, Nagpur received via email on 05.06.2020.**

S.No.	Clause No/Page No.	Tender Clause	Bidders Query	DFCCIL Response
1.	Page 23, Cl 2.2.9,	Consortium/JV Requirements	<p>1) Request to please clarify the maximum number of members allowed in case of Consortium/JV</p> <p>2) Can the experience eligible assignment of Parent/ Associate Companies of the Bidder/Consortium member be considered for qualification?</p>	<p>1) Maximum Numbers of members allowed in JV/Consortium is three.</p> <p>2) Generally, no unless supported by relevant legal provisions.</p> <p>No change. Provisions of Tender Document shall prevail.</p>
2.	Page 25, Cl 2.2.13 Provision for medium & small enterprises (MSE),	<p>2.2.13 Provision for medium &amp; small enterprises (MSE):</p> <p>As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium &amp; Small Enterprises (MSE) in the tender document:</p> <p>1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.</p> <p>2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.</p> <p>3. (I) MSEs who are interested in availing themselves of these benefits will enclose</p>	<p>1) Request to please clarify whether a firm, other than Single Tenderer or the Consortium/JV member as case may be allowed to participate as Associate member of Single Tenderer or the Consortium/JV.</p> <p>2) Also please clarify, if any member of a consortium including such Associate Member of the Single Tenderer of the Consortium/JV is MSE Registered firm then will be tenderer is eligible to get the Exemption for the payment of Tender Cost and EMD.</p>	<p>1) Generally, no unless supported by relevant legal provisions.</p> <p>2)No, unless the registered MSE is Lead Partner.</p> <p>No change. Provisions of Tender Document shall prevail.</p>

		<p>with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:</p> <p>(i) District industries Centres  (ii) Khadi and Village Industries Commission  (iii) Khadi and Village Industries Board  (iv) Coir Board  (v) National Small Industries Corporation  (vi) Directorate of Handicraft and Handloom  (vii) Any other body specified by Ministry of MSME.</p> <p>(II) The MSEs must also indicate the terminal validity date of their registration.</p> <p>Falling (I) &amp; (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.</p>		
3.	Pg. 19, Cl. 2.2.2 Conditions of Eligibility of Tenders, (A) Technical Capacity.	<p><b>Technical Capacity:</b></p> <p>The Single Entity Tenderer or the lead member of the Consortium/JV (the “<b>Lead Member</b>”), as the case may be, shall have, during the last 5 (five) financial years and the current financial year till the tender submission date (the “<b>TSD</b>”), completed or</p>	<p><b>For more competitive bidding from qualified bidders, it is requested to kindly relax the criteria as follows-</b></p> <p>(A) Technical Capacity:  The Single Entity Tenderer or the Consortium/JV, as <b><u>the case may be, shall have, during the last 7 (seven) financial years</u></b> and the current financial year till the tender</p>	No change. Provisions of Tender Document shall prevail.

		<p>substantially completed the minimum number of Eligible Assignments specified in Clause 5.18.1</p> <p>(page 123) 5.18.1 <b>Technical Capacity:</b> One completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20 of Instruction to Tenderers) of minimum value <u>Rs.3,05,22,800/-</u> executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.</p> <p>(Page 54) <b>3.1.3 Eligible Assignments</b></p> <p>For the purposes of determining conditions of Eligibility and for evaluating the Technical offers under this Tender, completed/ substantially completed contracts of Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer (the services</p>	<p>submission date (the "TSD" ), completed or substantially completed the minimum number of Eligible Assignments specified in Clause 5.18.1</p> <p>(pg. 123) <b><u>5.18.1 Technical Capacity:</u></b> One completed Eligible Assignment of minimum value Rs. 3,05,22,800/- <b><u>OR substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3, 5.20 and 2.2.2 (A) of Instruction to Tenderers)</u></b> executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.</p> <p>(Pg.54) <b><u>3.1.3 Eligible Assignments:</u></b> For the purposes of determining conditions of Eligibility and for evaluating the Technical offers under this tender, completed/ substantially completed contracts of Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer (the services actually provided under the contract must include construction supervision) for the projects specified in Clause 5.20 shall be deemed as Eligible</p>	
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		<p>actually provided under the contract must include construction supervision) for the projects specified in Clause 5.20 shall be deemed as Eligible Assignments (the “Eligible Assignments”).</p> <p><b>(Pg. 127) 5.20 Projects for Eligible Assignments:</b>  Project Management Consultancy (PMC)/General Consultancy/Independent Engineer services for projects in railway as well as non-railway sectors for Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least <u>Rs. 3,05,22,800/-</u> and the same has been completed/substantially completed as defined in clause 2.2.2 (A) of ITT prior to TSD.</p> <p>(Pg. 20) 2.2.2 (A)  A substantially completed consultancy contract means a contract in which the</p>	<p>Assignments (the “Eligible Assignments”).</p> <p>(Pg. 127) <b><u>5.20 Projects for Eligible Assignments:</u></b>  Project Management Consultancy (PMC)/General Consultancy/Independent Engineer services for projects in railway as well as non-railway sectors for Central and State government, Public Sector Undertaking (PSU) of Central and State Government and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least Rs. 3,05,22,800/- and the same has been completed/substantially completed as defined in clause 2.2.2 (A) of ITT prior to TSD.</p> <p><b><u>It is requested that other than the Lead member of a consortium/ JV, for other member(s), the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least Rs. 100,00,000/- (Rupees One Crore only) and the same has been completed/substantially completed as defined in clause 2.2.2 (A) of ITT prior to TSD. Accordingly, request for modification in clause as mentioned below:</u></b></p>	
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		consultancy fee of at least eighty percent (80%) of the contract value has been received and is equal to or more than the minimum value stipulated for Eligible Assignment in clause 5.18.1	<p><b>2.2.2 (A)</b>  A substantially completed consultancy contract, for any member other than the Lead member in a consortium/JV) means a contract in which the consultancy fee <u>of the contract value has been received and is equal to or more than the minimum value of Rs. 1,00,00,000/- from single contract.</u></p> <p><u>For such member, the cumulative consultancy fee received form 3 or more completed/ substantially completed such eligible projects together should be Rs. 3,05, 22,800 or more.</u></p>	
4.	RFP Page No. 104, Annex-12 & Page No. 195, Appendix II, Form-18	<p>Annex-12 Deployment Schedule of Professional Personnel &amp; Appendix-II, Form-18 Schedule of Personnel and Man Month Rates</p> <p>In from-18, Appendix-II, different Man months (MM) are given for different Engineers as follows</p> <p><b>I. Key personnel:</b>  Resident Engineer - 60MM  Senior Bridge Design Engineer - 12MM</p> <p><b>II. Other professional personnel</b>  Sector Expert - Bridge Engineer:48MM  Field Engineer - Bridge (S Girder/S Fabrication) : 156MM</p> <p>And Field Engineer Surveyor - 48MM</p>	<p>As the terms of contract are for 24+12 months, however in Appendix II, there are Man Month mentioned which are greater than 36 months viz. Resident Engineer, Sector Export Bridge Engineer - Field Engineer - Bridge, Surveyor, Material Engineer Engineer, Quantity Surveyor, Lab technician, office assistant &amp; computer operator.</p> <p>Further, in Annex-12 Deployment Schedule it is mentioned that (A) Project Office-At DDU or as directed by Employer wherein schedule of total 16 number of Professional Personnel and in (B) Site Office-At Sasaram or as directed by Employer wherein schedule of total 11 number</p>	<p>Some positions are required in multiple number eg, two Resident Engineers are required during Contract Period and one during DLP.</p> <p>Main Office of PMC is envisaged at DDU and Site Office at Sasaram (subject to change). Main Office will be headed by Team Leader and one Resident Engineer along with other key/non-key personnel.</p>

		<p>Quantity Surveyor – 60MM Lab Technical – 48 MM</p> <p><b>III Support Personnel</b> Office Manager : 36MM Office Assistant: 48MM Computer Operator: 60MM</p>	<p>of Professional Personnel are asked for submission.</p> <p><b><u>Request to please clarify on number of individual Key Personnel/Expert or Other Professional Personnel or Support Personnel/Staff is required for deputation in total at Project office and site office.</u></b></p> <p><b>Clarity required for whether the personnel with more than 24/36 man months (contract period) have to be deputed for the number of Man months shown against their respective position or more than one person are to be deputed against each such positions.</b></p>	<p>The Site Office will be headed by Resident Engineer and other non-key personnel.</p> <p>No change. Provisions of Tender Document shall prevail.</p>
5.	RFP VOLUME-II Section-5 Tender Data Sheet Page No. 119	<p>5.7 Earnest Money Deposit (EMD), Clause No. (C) (c) The Earnest Money shall be deposited in DFCCIL's Bank Account as mentioned below through net banking or payment gateway on or before schedule date and time of submission of tender.</p> <p>Name of Account: Dedicated Freight Corridor Corporation of India Ltd Name of Bank: Union Bank of India, Moti Bagh Branch, New Delhi-110066 Account No. 356101010200796 Type of Account: Current IFSC Code: UBIN0546836 Or, (ii) The Earnest Money shall be submitted in favour of Dedicated Freight Corridor Corporation of India Ltd in the form of FDR/Banker's Cheque/Demand Draft</p>	<p>Request to please consider for submission of Earnest Money Deposit (EMD) <u>in the from of Bank Guarantee as well from any of the member of consortium.</u> Accordingly. Request to please modify the clause 5.7 (c) (ii) as mentioned below:</p> <p>(c) <b>(No Change Proposed).</b> The Earnest money should be in any of the following forms: (i) The Earnest Money shall be deposited in DFCCIL's Bank Account as mentioned below through net banking or payment gateway on or before schedule date and time of submission of tender. Name of Account: Dedicated Freight Corridor Corporation of India Ltd.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

		from Nationalized/Indian Scheduled Commercial Bank.	Name of Bank: Union Bank of India, Moti Bagh Branch, New Delhi-110066 Account No: 356101010200796 Type of Account: Current IFSC Code: UBIN0546836 <b>Or,</b> (ii) The Earnest Money shall be submitted in favour of Dedicated Freight Corridor Corporation of India Ltd in the form of FDR/Banker's Cheque/Demand draft/ <b>BANK GUARANTEE</b> from Nationalised/Indian Scheduled Commercial Bank by <u>any of the member of consortium.</u>	
6.	Invitation for Tender, Pt. (d) & RFP Terms of Reference, Page 146, Clause No. 12.2 Duration of Service	<b>12.2 Duration of Services</b> The Services shall have to be completed in all respect by the Consultant within a time period of 24 months including the Defect Liability Period of 12 months.  Where as in the invitation to Tender, period of completion is mentioned is 24 months + 12 months DLP.	Please clarify whether the completion period of the services is 24 month including the DLF period or excluding DLF of period of 12 months.	Completion Period = 24 Months Defect liability Period = 12 Months  Please refer Amendment No. 3 Dated 26.06.2020
7.	Page 200, Appendix-II, Form-21 Schedule of Payment for Attending Meetings	Appendix Form-21 Note 1. A Lumpsum Amount to be quoted for this Schedule which will be reimbursed as above on actual terms. If the amount is exhausted, the same will be covered under clause of variation.	Sir, it is requested that the cost of attending meetings as desired by DFCCIL shall be reimbursed on the basis of actual coast incurred and submitted with supporting evidences for reimbursement. Accordingly, this Form 21 of Appendix II shall not be a part of APPENDIX-II Form -17 Schedule of Coasts for Services.	Total cost of attending meetings will be reimbursed as per actual expenditure as mentioned in the Tender Document. Here, the Cost is indicative and it is for evaluation purpose.  No change. Provisions of Tender Document shall prevail.



**2. Response to Pre-Bid Queries of M/s IRCLASS System and Solution Private Limited received via email on 06.06.2020**

S.No.	Clause No/Page No.	Tender Clause	Bidders Query	DFCCIL Response
1.	TOR/Pg146/Cl 12.2	TOR/Pg146/Cl 12.2 ---- The Services shall have to be completed in all respect by the Consultant within a time period of 24 months including the Defect Liability Period of 12 months.	Kindly clarify duration of Services is 24 M inclusive of DLP or 24 M (Period of Contract)+12M(DLP)= 36 M	Completion Period = 24 Months Defect liability Period = 12 Months  Please refer Amendment No. 3 Dated 26.06.2020
	NOTICE INVITING E-TENDER/Pg 110 & 111	Period of Contract -  24 months (Excluding DLP)  Defect Liability Period - 12 M		
	5. TENDER DATA SHEET/Pg119/Pt 5.6	Period of Contract -  24 months (Excluding DLP)  Defect Liability Period - 12 M		
2	TOR/Pg146/Cl 12.2	In the event of delay in the completion of the Project not attributable to the Consultant, the Engineer-in-Charge may grant such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Contractor(s) from time to time.	Kindly Clarify about payment for services provided by consultant during this extended duration for reasons not attributable to consultant.	Your attention is drawn to the Sub-Clause 2.74 SCC regarding payments during extended period of time.  No change. Provisions of Tender Document shall prevail.

3. Response to Pre-Bid Queries of M/s Consulting Engineers Group Ltd received via email on 06.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1.	RFP page 16 of 201 cl. 1.4.2	The cost of the tender document has been indicated above in NIT. The cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together. The cost of the tender document shall be deposited in DFCCIL's Bank Account	We request client to also accept Earnest Money in form of Bank Guarantee, as it is allowed by other clients such RVNL, NHAI, etc.	No change. Provisions of Tender Document shall prevail.
2	Clause 3.1.2 Evaluation of Technical Offers The scoring criteria to be used for evaluation shall be as follows: Page no.53-54 of 201  Clause 5.18.3(ii) Pg. no-125-126 of 201	Under item no.2 page 53, Key Personnel's Professional Qualification, length of total Professional Experience and length of Relevant Experience  (i) If the key personnel is having length of total professional experience equal to the length of total professional experience required for eligibility 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 45 per cent marks.  5.18.3(ii) Conditions of Eligibility for Key Personnel, in general, shall be as following:	These criteria suites only for Team Leader position, as in other positions Eligible Assignments required instead of minimum period.  Let us consider the case of RE (Civil) in which under "Length of Relevant Experience On Eligible assignments" 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 percent marks. 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	No change. Provisions of Tender Document shall prevail.

			<p>Manager, Environment, Health and Safety Manager.</p> <p>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</p>	
3	Clause 5.18.3 (ii) Page 125 of 201	<p>(ii) Conditions of Eligibility for Key Personnel, in general, shall be as following: ( Also see iii)</p> <p>Note: Any proposed Key Personnel not meeting the above minimum requirements or as specified under (iii), shall not be considered, and awarded zero marks during Evaluation of the Proposal.</p>	Here a word is mentioned Also see iii but the iii point is missing.	Please refer Amendment No. 3 Dated 26.06.2020
4	Clause 1.6.1, Page 16 of 201	The final selection shall be based on the lowest financial offer amongst the shortlisted Tenderers as described in Section 3	We request client to allow selection criteria as QCBS (80:20)	No change. Provisions of Tender Document shall prevail.
5	RFP page 72 of 201, cl. 3.5.1 (a) (i), Professional Indemnity Cover by the Consultant	The limit of indemnity to be obtained should be at least 10 times the value of the Consultancy Contract and it shall be available all through the Contract period and also for a period of three years beyond the Contract Period.	We request client to reduce indemnity to equal to the value of the Consultancy Contract and it shall be available all through the Contract period and also for a period of one years beyond the Contract Period. As the same condition is allowed by other clients	<p>The project is very important and sensitive, so Employer desires adequate coverage for indemnity.</p> <p>No change. Provisions of Tender Document shall prevail.</p>

6	RFP page 76 of 201 clause 3.12, Accuracy of Documents	The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/ authorities, the designs, drawings, estimates and all other details prepared by it as part of these services.	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 and data along with drawings provided for checking. Therefore we request client to remove this clause and not to correlate with the provisions of Clause 3.4	The validation of data and drawings before issuing Notice to Commence for any work shall be ensured by the Consultant.  No change. Provisions of Tender Document shall prevail.
7	RFP page 76 Clause 4.2 Deployment of Personnel under 4.2.2	The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances beyond the control of Consultant or the Key Personnel. Such Key Personnel being provided in substitution shall be equally or better qualified and experienced personnel as compared to originally provided in Contract. Such substitutions shall be limited to 20% of the Key Personnel or 40% of other Personnel provided in the contract	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.	No change. Provisions of Tender Document shall prevail.
8	RFP page 76 Clause 4.2 Deployment of Personnel under 4.2.2	05% (FIVE)of the remuneration till six months of deployment of the new Personnel shall also be applicable in cases where replacement of 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 months of the implementation of the Contract.	We request client not to impose any deduction in remuneration, if replacement asked by DFCC.	Generally, DFCCIL will not request any replacement unless performance of Personnel is unsatisfactory.  No change. Provisions of Tender Document shall prevail.
9	RFP page 77 of 201 Clause 4.2 Deployment of Personnel under 4.2.4	Each replacement for a Personnel at any time during the implementation of the contract, either on the request of the DFCCIL pursuant to the	The penalty clause on replacement is very high & normally no client penalizes consultants if “the	No change. Provisions of Tender Document shall prevail.

		provisions specified in the Clause or by the Consultant on its own, shall cause a deduction of 20% of the remuneration specified for the Personnel in the Contract at the time of such replacement till 12 months of the implementation of the Contract or six months of the deployment of the new Key Personnel, whichever is later.	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 of practice is followed by 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.	Document shall prevail.
10	RFP page 80 of 201 clause 6.3.3 (iv),	In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like Traffic or Power Block, Pre-Non Interlocking, Non-interlocking work and commissioning of project, during combined simultaneous working with two or more agencies, un-safe/ emergency situations, recovery will be made @ three times the payable monthly remuneration for each default.	Three times recovery on remuneration is on higher side, we request you to reduce to 10 % of remuneration rates.	No change. Provisions of Tender Document shall prevail.
11	Clause 3.16 on page 135 of 201	The Consultant shall revalidate the designs, review minor changes in design; alignment and layout required at work site and approve them for avoiding stoppage of work at site subject to subsequent approval of the DFCCIL/Railway. However, in all such cases it shall take prior verbal permission of DFCCIL.	Client will give written permission instead of verbal permission. For consideration please.	Noted. Please refer Amendment No. 3 Dated 26.06.2020

12	APPENDIX – I Form-7 (pg.181 of 201) & Form - 10 (pg. 184 of 201)	Certificate from the Statutory Auditor	We request client to allow certifying these certificates from CA also. As the same is allowed by MORTH, NHAI, RVNL & other clients.	Noted. Please refer Amendment No. 3 Dated 26.06.2020
13	Form – 17, Under note point no.7, RFP Page 194 of 201  RFP page 77 of 201 clause 4.2.5	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.  The DFCCIL may instruct the Consultant for continuation of the Professional Personnel deployed beyond the first year (12 months) on the basis of their performance and need for their continuation in the interest of the Project(s). In that case, the Man Month rate of such Personnel shall get increased by 06% (SIX) with effect from the 13th Month of deployment.	The both clauses are contradictory. Kindly clarify.	Please refer Amendment No. 3 Dated 26.06.2020
14	Clause 2.12.2 (a) and 2.12.6 RFP page 36 of 201	2.1.2.2(a) CVs of all Professional Personnel have been submitted; 2.1.2.6- The Consultancy Team shall be composed of Key Personnel as specified in Clause 5.18.3, other Professional Personnel as specified in Clause 5.21 (collectively the “Professional Personnel”) and managerial/ support staff (the “Support Personnel”) as specified in Form 18 of Appendix-II (Schedule of Personnel and Man Month Rates). The CV of Professional Personnel other than Key Personnel shall also be submitted in the format at Form-14 of Appendix-I	The Key Personnel as mentioned in Cl. 5.19 RFP page 127 will be evaluated in technical proposal and other Professional Personnel are not to be evaluated for marks. So, we request client to allow consultants to submit the CV of Key Personnel as mentioned in Cl. 5.19 only, at bidding stage.	Though not evaluated, the tenderer shall try to submit the CVs of all non-key personnel also indicating the readiness of Consultant to deploy personnel on short notice.  No change. Provisions of Tender Document shall prevail.
15	APPENDIX-II, Form – 18, Page 195 of 201	Resident Engineer – 60	There is no bifurcation that how many key personnel required for each position. As in man month given for Resident Engineer is 60. We	Two Resident Engineers (RE) are required during Construction Phase of 24 months and one

			understand that 2 nos. of Resident Engineer required	RE is required during DLP of 12 months.
16	Page 104 of 201 Deployment Schedule of Professional Personnel	Month Numbers from the Commencement of Services	Total man-months given is 24 but contract is $24+12=36$ months, we understand that the 24 months given in Deployment Schedule of Professional Personnel is just indicative. Kindly confirm.	Yes.

4. Response to Pre-Bid Queries of M/s SATRA received via email on 06.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1.	2. Instructions to Tenderers (ITI) 2.2.13 Provision for medium & small enterprises (MSE):  Page No. 25 & 26 of 201	As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy following provisions. Are included for Medium & Small Enterprises (MSE) in the tender document: 1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered. 2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money. 3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSE indicated below: i. District industries Centres. ii. Khadi and Village Industries Commission iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation vi. Directorate of Handicraft and Handloom	As per Pt. No. 3 to avail exemption from the payment of “ RFP/bidding document free and proposal/Bid Security:”, applicants are required to submit proof of their being MSE register with any of the following agencies. i. District industries Centres. ii. Khadi and Village Industries Commission iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation vi. Directorate of Handicraft and Handloom vii. Any other body specified by Ministry of MSME.  It is to inform that , we are registered under “Udyog Aadhar the online portal of MSME” Hence please let us know whether we are qualified for Exemption of payment of “RFP/bidding	The extant guidelines from Ministry of MSME shall be followed.  No change. Provisions of Tender Document shall prevail.



		<p>vii. Any other body specified by Ministry of MSME.</p> <p>(II) The MSEs must also indicate the terminal validity date of their registration.</p> <p>Failing (I) &amp; (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012</p> <p>8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per public procurement Policy for tenders invited electronically through CPPP.</p>	<p>document fee and Proposal/Bid Security”.</p> <p>In addition, is it mandatory to register with “National Small Industries Corporation” or any of Agency listed above to avail exemption?</p> <p>Please confirm.</p>	
2	<p>2. Instructions to Tenderers (ITT) 2.2.8 (e) conflict of Interest</p> <p>Page No. 21 of 201</p>	<p>Such Tenderer or its constituent/member has provided or is providing directly or indirectly services on the same project(s) in detailed design and tender palning such as FLS, geotechnical studies, soil testing, design/drawing, BOQ etc, conversely the Consultant shall be disqualified for providing above services on the Project(s), or</p>	<p>It is well aware that, Design tender (MGS/EN/RFO-RUB-FOB/DRG-Design/315 dated 29.05.2020) for these RFO’s also published with a due date of 30.06.2020.</p> <p>It is to inform that, being an eligible bidder, we are intending to participate for both the PMC &amp; Design tenders of this projects and working accordingly.</p> <p>We request you to allow us to bid for both tenders and oblige.</p> <p>We ensure that, if we are successful bidder in the first opened</p>	<p>Awarding both PMC and Design Contracts to one legal entity will lead to conflict of interest as brought out in relevant clauses of both the tenders and finalization of tender will be done as per prevailing situation at the time of finalization.</p> <p>No change. Provisions of Tender Document shall prevail.</p>

			work/tender, we withdraw our participation from second work to maintain conflict of interest if any. Request to consider and confirm.	
3	2. Instruction to Tenderer (ITT)  2.12 Technical Offer  2.12.1 to 2.12.6	<p>2.12.1 Tenderers shall submit the Technical offer in the formats at Appendix-I (the “Technical Offer”).</p> <p>2.12.2 While submitting the Technical offer, the Tenderer shall, in particular, ensure that:</p> <p>a)CVs of all Professional have been submitted;</p> <p>b) Key Personnel have been proposed only if they meet the conditions of Eligibility laid down at Clause 5.18.3 of Tender Data Sheet (Volume II Section 5) of the Tender Document;</p> <p>c) no alternative Tender for any key Personnel id being made and only one CV foreach position has been furnished ;</p> <p>d) The CVs have been recently signed by respective Personnel and countersigned by the Authorized Signatory of the Tenderer. Photocopy of unsigned/ un-countersigned CVs shall be rejected;</p> <p>e) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for thr duration specified in the Tender Document; and</p> <p>f)Professional Personnel proposed have good working knowledge of English Language.</p> <p>2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Tender liable to be rejected.</p> <p>2.12.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the</p>	<p>We understood that, as per tender, CVs of Professional Personnel also to be submitted in prescribed forms along with Key Personnel while submission of tender.</p> <p>Since, the scoring criteria for “Professional Personnel” is not envisaged in Tender document for evaluation of Tender, we would like to propose that, CVs/ details in prescribed forms of personnel other than Key Personnel i.e. Other Professional Personnel) shall be submitted within 30 days after issue of LOA and we will submit “undertaking” for the same at the time of submission of tender.</p> <p>The same procedure is following RVNL PMC tenders.</p> <p>Please consider.</p>	No change. Provisions of Tender Document shall prevail.

		<p>Project is not fulfilled at any stage after signing of the Contract, he shall be debarred for any future assignment of the DFCCIL. The award of this Consultancy to the Tenderer shall also be liable to cancellation in such an event.</p> <p>2.12.5 The Technical Offer shall not include any financial information.</p> <p>2.12.6 The Consultant shall propose a consultancy team (the "Consultancy Team") for the implementation of this Consultancy. The Consultancy Team shall be composed of Key Personnel as specified in Clause 2.18.3, other Professional Personnel as specified in Clause 5.21 (collectively the "Professional Personnel") and managerial/support staff (the "Support Personnel") as specified in Form 18 of Appendix-II (Schedule of Personnel and man month rates"). The CV of Professional Personnel other than Key Personnel shall also be submitted in the format at form -14 of Appendix-I. DFCCILs reserves the right to reduce the number and man months of Key Personnel, Other Professional Personnel and Support Personnel to be deployed by the PMC based on the progress of works contract. The Key Personnel, other Professional Personnel and Support Personnel should not be older than 67 years as on the as on the date of submission of Tender. The minimum qualification of Team Leader for eligibility shall be Graduate Degree with minimum length of total professional experience of at least 15 years.</p>		
4	General		Please arrange to share the Schematic diagrams of Proposed Rail Fly Overs at both locations to assess the quantum of works in the PMC project.	Please refer Amendment No. 3 Dated 26.06.2020

5. Response to Pre-Bid Queries of M/s Lombardi received via email on 08.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	24	clause 2.2.9 (3) "a JV with foreign entities as a constituent/Member shall necessarily have an Indian firm as Lead Member"	The obvious meaning of this clause is that a foreign entity cannot be the lead member, but if a foreign company has a subsidiary company in India in that case Indian subsidiary can participate in the tender. It is requested to clarify that the credential of the foreign entity will be considered towards the experience of the Indian subsidiary. As per practice in other railway departments the same is allowed. <b>(for your ready reference we attach an excerpt from one of the tenders of RVNL.)</b>	This is a national competitive bidding and only Indian companies/Legal Entities are allowed to participate.  No change. Provisions of Tender Document shall prevail.
2	123	Clause 5.18.1 one completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20 of Instruction to Tenderers) of minimum value Rs. 3,05,22,800/- executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.	We believe that the for the foreign companies, government sector experience of outside India shall also be considered for the technical capacity, kindly confirm.	No change. Provisions of Tender Document shall prevail.

6. Response to Pre-Bid Queries of M/s Intercontinental Consultants & Technocrats Pvt. Ltd received via email on 07.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	Annex 12 Deployment Schedule of Professional Personnel; Page 104 and 105 and Form 18; Schedule of Personnel and Man month Rates; Page 195 of 201	<b>Total Man-Months</b> a) Field Engineer - Bridge (Steel Girder / Steel Fabrication) (2 Nos) b) Field Engineer-Bridge (2 Nos)	In the form 18: Schedule of Personnel and Man month Rates, 156 Man-months for Field Engineers (4 Nos) are provided.  The total Duration of the Project is 36 months (24+12DLP). The Consultants are of the opinion that 36 x 4 = 144MM for the Field Engineers shall be provided in the form 18.  This discrepancy may please be rectified.	Few additional man-months may be required to keep pace of civil work.  No change. Provisions of Tender Document shall prevail.
2	Annexure-12, Deployment Schedule of professional personnel, Page 104 and 105	<b>Senior Bridge Design Engineer</b>	As per the Annexure 12, the Senior Bridge Design Engineer needs to be deployed at Project Office- At DDU and Site Office- At Sasaram for the total 12 man-month.  The Consultants understand that only one Senior Bridge Design Engineer is required to be deployed for the total 12Man-months by the Consultants who will be providing his services on both locations.  Kindly confirm.	Yes, only one Senior Bridge Design Engineer is required to be deployed for the total 12Man-months by the Consultants who will be providing his services on both locations as per requirement of Projects.
3	5.19; Tender Data Sheet; Page 127 of 201 and Annexure-12, Deployment Schedule of professional personnel, Page 104 and 105	<b>CV for the Resident Engineer</b>	As per the Annexure 12, the Resident Engineer needs to be deployed at Project Office- At DDU and Site Office- At Sasaram for the total 60 man-month.  In view of the total man-month provided by the RfP, the Consultants understand that two Resident Engineers need to be deployed by the Consultants. Kindly Confirm.	Two Resident Engineers are required to be deployed during Construction Period, so two CVs shall be submitted.

			The Consultants understand that that only one CV of the Resident Engineer is required to be submitted by the Consultants during bid submission. Kindly confirm.	
4	Cl 2.12.2; Instructions to Tenderers; Page	While submitting the Technical offer, the Tenderer shall, in particular, ensure that:  (a) CVs of all Professional Personnel have been submitted;	The Consultants understand CVs of the key personnel mentioned at Clause 5.9, Page 127 is required to be submitted for Technical Evaluation at bidding stage.  CVs for other positions will be submitted by the Consultants during execution of the Project and before mobilization to the site.  Kindly confirm.	Though not evaluated, the tenderer shall try to submit the CVs of all non-key personnel also indicating the readiness of Consultant to deploy personnel on short notice.  No change. Provisions of Tender Document shall prevail.
5	Cl 2.12.2; Instructions to Tenderers; Page	Form 9 of Appendix 1 : Proposed Methodology and Work Plan  2) Methodology and Work Plan (not more than three pages).....	As required, the methodology and work plan should not be in more than <u>three</u> pages. However, the further five bifurcation/heads allow the consultants to provide details within one page totaling to five pages.  Therefore, the consultants understand that the Methodology and work Plan shall not exceed to five pages. Kindly confirm.	The Methodology and Work Plan shall be self-explanatory. Efforts shall be taken to contain it within 5 pages, though not mandatory.
6	5.21.2; Tender Data sheet; Page 129 of 201	<b>Minimum Eligibility criteria</b> a) Sector Expert- Bridge Engineer (Steel Girder Bridge)	As steel girder bridges are being fabricated and launched in highway Projects as well.  Therefore, in addition to the existing requirements, it is requested to the client to consider the experience of at	No change. Provisions of Tender Document shall prevail.

			<p>least five years in construction and fabrication/ erection/ launching of steel bridges in Highway sector.</p> <p>Kindly consider and confirm.</p>	
		<p>b) Field Engineers - Bridge -(Steel Girder / Steel Fabrication)</p>	<p>As steel girder bridges are being fabricated and launched in highway Projects as well.</p> <p>Therefore, in addition to the existing requirements, it is requested to the client to consider that the Field Engineer should have worked on similar nature of work i.e. fabrication, erection and launching of steel girder of ROB/Bridge in Highway Sector for at least 2 years.</p> <p>Kindly consider and confirm.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>
7	<p>Cl 1.3.2; Terms of Reference; Page 132 of 201</p>	<p>Presently, Project Management Consultancy Services for 02 (Two) RFOs, 01 (One) RUB and 03 (Three) FOBs of the Mughalsarai-Sonenagar section as shown in Para 4.4 (Volume II, Section 4) will be taken up for this Consultancy Contract</p>	<p>It is requested that Index map and design drawings of the structures in soft copy be provided so as to understand better the location of structures and their design.</p>	<p>Please refer Amendment No. 3 Dated 26.06.2020</p>
8	<p>Cl 3.1.2; Criteria for evaluation; Page 54 of 201</p> <p>Cl 5.18.3 (ii), Page 125</p>	<p>2 Key Personnel's Professional Qualification, length of total Professional Experience and length of Relevant Experience</p> <p>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,. ...</p> <p>As per Cl 5.18.3 (ii) except for Team Leader, for Resident Engineer, Senior Bridge Design Engineer, Program Expert, Quality Assurance /Quality</p>	<p>As per the RfP Team leader should have led Project Management Team for one Eligible Assignment for a <b>minimum period of two years</b>. The consultants are of the opinion that the two year period for eligible assignment is on the higher side and request to the client to revise the same to one year.</p> <p>Kindly Consider and Confirm.</p> <p>However, for the other positions Length of Relevant Experience on Eligible assignments is not mentioned.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

		Control Manager, Environment Health & Safety Manager , requirement in relevant experience : Should have worked as ..... Engineer for ..... Eligible Assignments;	Therefore, it is requested to the Client to consider one year duration of the eligible assignment like it requested for the team leader. Kindly consider and confirm.	
9	<b>Clause No.2.18.5, Page 42 and Clause No.7.1 of GCC, Page 83</b> <b>Security Deposit and Performance Guarantee,</b>	As per these Clauses the Consultant shall submit Performance Guarantee @5% of the Contract amount and the amount of 5% of the contract value shall be retained by the DFCCIL as a Security Deposit for the due and faithful fulfillment of the Contract.	It is not understood the reasoning of asking the Consultants to provide these instruments when the Consultants are providing Professional Liability Insurance (PLI) towards performance of their services. The Instruments of such big amount adds considerable cost to the Consultants. We are executing a number of projects funded by world renowned agencies such as ADB, World Bank, AfDB, JICA etc., wherein the Consultants have not been asked to provide Bank Guarantee towards Performance Security or Security Deposit. Hence in the interest of all concerned, it is suggested to remove these Clauses from the RFP.  However, if the Client still insists then the Client may ask to provide one instrument i.e. Performance Security Bank Guarantee from the above two, as purpose of both the instruments are same.	No change. Provisions of Tender Document shall prevail.
10	Form -17, Note No.7, Page 194  Clause No.4.2.5 of GCC, Page 77 <b>Escalation</b>	As per Note No.7 of Form 17, 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. However, as per Clause No. 4.2.5 of GCC, the DFCCIL may instruct the Consultant for continuation of the Professional Personnel deployed beyond the first year (12 months) on the	Both statements are not same. We understand that the Client shall provide escalation as per Clause 4.2.5 of GCC. The Client is requested to kindly confirm the above understanding.	Please refer Amendment No. 3 Dated 26.06.2020



		<p>basis of their performance and need for their continuation in the interest of the Project(s). In that case, the Man Month rate of such Personnel shall get increased by 06% (SIX) with effect from the 13th Month of deployment. Such extension may be requested by the DFCCIL every subsequent year for the same or different set of Professional Personnel till the Completion of the Consultancy and each such time the Man Month rate of such Personnel will increase by 06% (SIX).</p>		
11	<p>Clause No.2.23 of Instructions to Tenderers (ITT), Page 45</p> <p><b>Negotiations</b></p>	<p>The first ranked Tenderer (the "Selected Tenderer") may, if necessary, be invited for negotiations. The negotiations shall be either for reducing the price of the Tender, or for re-confirming the obligations of the Consultant, and discussing the deployment of Key Personnel, proposed methodology and work plan.</p>	<p>In this regard, since for the selection of Consultant, the quoted rates of the Consultant have been taken into account. Hence there should be no negotiations to reduce the price of tender, which have already be approved by the Evaluation Committee.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>
12	<p>Clause No.2.24 of ITT, Page 45-46</p> <p>And Clause No.4.2 of GCC, Page 76-77</p> <p><b>Substitution of Key Personnel</b></p>	<p>The DFCCIL expects all the Key Personnel to be available during the first year (12 months) of implementation of the Contract. The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances beyond the control of Consultant or the Key Personnel. Such Key Personnel being provided in substitution shall be equally or better qualified and experienced personnel as compared to originally provided in Contract. Such substitutions shall be limited to 20% of the Key Personnel or 40% of other Personnel provided in the contract beyond which, as a condition to such substitution, a sum equal to 05% (FIVE) of the remuneration specified for the 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 Personnel, whichever is later. Such deduction of 05% (FIVE) of the remuneration till six months of deployment of</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. Also as per normal practice followed by all renowned agencies like World Bank, ADB, AfDB etc. in all other ongoing projects in respect of Replacement of Key personnel the Client accept replacement with equivalent or better qualification and experience and at a same rate of remuneration.</p> <p>The Client is requested to kindly accept this practice.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

		<p>the new Personnel shall also be applicable in cases where replacement of 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 months of the implementation of the Contract. Substitution of the Team Leader will not normally be considered during the first year (12 months) and may lead to termination of the Contract.</p>		
13	<p>Clause No.2.9 of GCC, Page 66</p> <p><b>Termination of Contract</b></p>	<p>The Clause No.2.9 of GCC pertaining to Termination of Contract.</p>	<p>The Given Clause is one sided, the Consultant should also have right to Terminate Contract.</p> <p>The following suggestion may be incorporated in this Clause:-</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified below:-</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to any dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

			same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.	
14	Clause No. 3.5.1 (i) of GCC, Page 72 and 3.5.2 (e) of GCC, Page 74 <b>Professional Indemnity Insurance (PII)</b>	It is stated that the limit of indemnity to be obtained should be <b>at least 10 times</b> the value of the Consultancy Contract and it shall be available all through the Contract period and also for a period of three years beyond the Contract Period.	In this regard, it is submitted that the as per normal practice followed by renowned agencies like World Bank, ADB, AfDB, NHAI, MoRT&H and other State Govt etc. in their projects, the amount towards Indemnity is equal to value of the Contract and NOT 10 (ten) times the value of the Contract. Further, the validity of PII till 3 years beyond the Contract Period is not in order. As per normal practice, the Client ask the PII till the completion of the project only.  Hence the Client is requested to accept the above suggestion.	No change. Provisions of Tender Document shall prevail.
15	Clause No. 3.5.2 (a) of GCC, Page 74 <b>Third Party Liability Insurance</b>	Third Party Liability insurance as required under Applicable Laws but with minimum coverage of twice the Contract Value.	In this regard, Third Party liability insurance with minimum coverage of twice the Contract Value is not in order.  As per standard practice followed by renowned agencies like World Bank, ADB, AfDB, NHAI, MoRT&H and other State Govt etc., the Client is requested to kindly accept Third Party liability Insurance cover limited to a maximum amount of INR 10,00,000/-.	No change. Provisions of Tender Document shall prevail.
16	Clause No. 6.3.1of GCC, Page 80 <b>Mobilization Advance</b>	A Mobilization Advance for an amount upto 10% (ten percent) of the Contract Value shall be paid to the Consultant on request and against a Bank Guarantee for the amount of Mobilisation Advance from a Scheduled Bank in India. Chargeable	In this regard, Consultant needs funds to mobilize their staff and maintain cash flow and Advance payment with interest will cause financial burden and nullifies the benefit of advance	No change. Provisions of Tender Document shall prevail.

		interest on the advance, recoveries and other conditions governing the mobilization advance shall be as per extant rules of works contract on Indian DFCCILs.	payment. Hence, Client is requested to kindly provide interest free advance payment and the same can be set off by the Client from the invoices of the Consultant.	
17	Clause No.6.3.3 (ii) of GCC, Page 80 <b>Payments</b>	05% 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.	This is unfair as if there are lapses on the part of Contractor during execution of construction contract(s) resulting in poor progress of the construction contract(s), the Consultants shall be penalized without their fault. The Consultants should be paid as per actuals on monthly basis and should not be dependent on the financial progress of the construction contract(s).  Hence, it is requested that the Consultant's payment should not be co-related with the financial progress of the construction contract(s).	No change. Provisions of Tender Document shall prevail.
18	Clause No.5.7, Tender Data Sheet, Page 119 <b>EMD</b>	The Earnest Money shall be submitted in favour of Dedicated Freight Corridor Corporation of India Ltd in the form of FDR/Banker's Cheque /Demand draft from Nationalised /Indian Scheduled Commercial Bank.	The Client is requested to kindly accept EMD in the form of Bank Guarantee also and provide the format for the same.	No change. Provisions of Tender Document shall prevail.
19	Additional Point	<b>Extension of Time</b>	Owing to the Global COVID-19 Pandemic, there are multiple travel restrictions and many states are on lockdown. This has necessitated Work from home protocols for many companies.  Due to the non-movement of people, couriers etc and lockdown situations prevalent in many parts of the India, the Client is requested to provide sufficient time post issue of the pre bid clarification minutes, to allow	Please refer Amendment No. 2 Dated 18.06.2020

			<p>Consultants to suitably address and respond to the RFP.</p> <p>A one-month extension of the current bid submission date is humbly submitted for kind consideration.</p>	
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7. Response to Pre-Bid Queries of M/s SMEC (India) Private Limited received via email on 07.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	APPENDIX-I  From-14  Curriculum Vitae(CV) Of Professional Personnel	Note : Use separate form for each Professional Personnel  Each page of the CV shall be signed by both the Personnel concerned and by the Authorised Representative of the Tenderer firm along with the seal of the firm. Photocopies will not be considered for evaluation.	In this unprecedented time of crisis due to Coronavius disease (COVID-19) outbreak and enforcement of lockdown in India, it is difficult to get original Signature on the CV of the key Personnel and Other Professional Personnel. Therefore, we request the Client to allow us to submit the CVs with Scanned Signature, however Original Signed CV's will be submitted after wining of the Proposal.	In case of difficulty in arranging the original sign, the digital signatures shall be ensured. Scanned signature is not an authentic way hence, may be rejected.
2	2.2 Conditions of Eligibility of Tenderers Clause 2.27 Page No. 19	Where the Tenderer is a single entity and registered or incorporated in a country other than India, it shall be required to form an appropriate subsidiary company in India under the India Companies Act 1956, to execute the Contract and implement the Consultancy.	The Consultancy firm which are registered in India as a Project office or have a Brach office in India and are working and executing projects in India efficiently. Therefore, we understand the consultancy firm registered or incorporated in a country other then India and have branch office or Project office in India, eligible to participate in the bidding as Sole or Lead member of JV.	
3	APPENDIX-II  From-20 Schedule of Hiring of Vehicles Page No. 199	Unit Rate in INR for per vehicle month  Note: The consultant shall attend the duty as and when required without any excuse regarding vehicle. Nothing extra shall be paid except above rates for visiting site at any required time.	We are requesting to clarify that the Unit Rates in INR for per vehicle month which are mentioned in APPENDIX-II, Form-20 is fixed or the Consultants needs to assess their own rates.	Consultant /Tenderer is free to offer their rate against this item.

8. Response to Pre-Bid Queries of M/s FEEDBACK INFRA received via email on 08.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1.	Pg No. 53; Cl 3.1.2	<p><b>Pg No. 53; Cl 3.1.2</b>  <b>2. Key Personnel Professional Qualification, length of total Professional Experience and length of Relevant Experience</b>  Marks for each key Personnel will be awarded as given below, based on professional qualification, length of total professional experience and length of relevant experience as defined in clause 5.18.3  (a) Professional qualification -30 per cent marks-  The breakup of this 30 per cent shall be as under:  (i) Essential – Diploma in relevant engineering domain. If the key Personnel has a Diploma in the relevant engineering domain, he shall be awarded 20 per cent marks  (ii) Perferred – Graduate degree in relevant engineering domain. If the Key Personnel has a graduate degree in the relevant engineering domain, he shall be awarded 30 per cent marks.</p>	<p>Pg. No. 125; As per Clause 5.18.3 (ii)  Professional Qualification Required for Eligibility for Key Personnel like –Team Leader, Resident Engineer, Program Exert, Quality Assurance/ Quality Control Manager  We understand that. If the Key Personnel has a graduate degree in the relevant engineering domain, he shall be awarded 30 per cent marks for professional Qualification.  Secondly, Senior Bridge Design Engineer having Masters in Structural Engineering shall be awarded 30 Per cent marks for Professional Qualification please confirm</p>	<p>Yes. Full marks will be given for ‘preferred’ qualification.  No change. Provisions of Tender Document shall prevail.</p>
2.	Pg. No. 125, As per Clause 5.18.3 (ii)	<p>Pg. No. 125, As per Clause 5.18.3 (ii)  Team Leader –Length of Relevant Experience on Eligible assignments  Should have led Project Management Team for one Eligible Assignment for a minimum period of two years,  Or,  Should have worked on similar/ Projects for over 3 Years in the rank of Chief Engineer/ or over 5 years in the rank of Dy. CE, or equivalent in Govt. of Public Sector Units.</p>	<p>We understand that the Relevant Years of Experience as a Team Leader in more than One Assignment will be added  Secondly, to obtain full marks in the relevant experience it is very difficult to get 10 years as Dy. CE alone and 8 Years as CE alone</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

			Kindly amend it as over 5 Years in the rank of Dy. CE and above in Govt. of Public Sector Units.	
3	Pg. No. 127	Pg. No. 127 Note: Any proposed Key Personnel not meeting the above minimum requirements or as specified under (iii), shall not be considered, and awarded zero marks during Evaluation of the Proposal.	Please provide Clause 5.18.3 (iii)	Please refer Amendment No. 3 Dated 26.06.2020
4	Pg. No. 127; As per Clause 5.20	Pg. No. 127; As per Clause 5.20 Projects for Eligible Assignments Project Management Consultancy (PMC)/General Consultancy/ Independent Engineer Services for projects in railway as well as non-railway sectors for Central and State government, public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignments by the Tenderer, was at least Rs. 3,05,22,800/- and the same has been completed/ substantially completed as defined in clause 2.2.2 (A) of ITT prior to TSD.	We understand that the Authority's Engineer Services for projects in non-railway sectors for Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least Rs. 3,05,22,800/- and the same has been completed/ substantially completed as defined in clause 2.2.2 (A) of ITT to TSD. Please Confirm	
5	Pg. No. 195; Appendix -2; Form-18 Resident Engineer -60 Man Months		Please state the number of Resident Engineer to be deployed at site while Supervision of Works Secondly, please share the Number of CV's of Resident Engineer to be Proposed while Bidding.	Two CVs for Resident Engineers are required.
6	Pg. No. 195; Appendix -2; Form-18		Please share total number of Personnel to be deployed at site with their respective Man- Months.	This will depend on the deployment schedule agreed



			<p>between the parties as per progress of works.</p> <p>No change. Provisions of Tender Document shall prevail.</p>
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9. Response to Pre-Bid Queries of M/s SPECTRUM Techno Consultants Pvt. Ltd. received via email on 07.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	Page 18 of 201 Clause 1.8	Per-Tender visit to the Site and Inspection of Date	Due to the travel restrictions, we request you to provide Site information's and drawings available with department.	Please refer Amendment No. 3 Dated 26.06.2020
2	Page 119 Clause 5.9	Earnest Money Deposit	We request you to allow EMD in from of BG and can be submitted by and member of JV	No change. Provisions of Tender Document shall prevail.
3	Page No. 83, 7.1.2 Performance Guarantee	Security Deposit shall be 5% of the Contract Value  And 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	Consultant has to pay security deposit and also performance BG. Totalling upto 10%  Generally, for all PMC contracts. Performance Security of 5% is to be submitted in form of BG.  Kindly make provision of submission of only PBG of 5% and not Security deposits	No change. Provisions of Tender Document shall prevail.
4	Page 45 Clause - 2.24.2	<b>2.24 Substitution of Key Personnel</b>  Such substitutions shall be limited to 20% of the Key Personnel or 40% of others Personnel provided in the constrict beyond which , as a condition to such substitution	Substitution clause refers to only Key Personnel's and not on the other Staff.  Request you to kindly modify the clause to only Key Personnel.	No change. Provisions of Tender Document shall prevail.
5	Page 46 Clause - 2.24.3	If the substitution of Team Leader is done due to reasons attributable to Consultant, a reduction of 20% in the remuneration to TL shall be made for each substitution	Request you to keep TL replace to 10%	No change. Provisions of Tender Document shall prevail.
6	Page 46 Clause - 2.24.4	The DFCCIL may direct the Consultant to replace any Key Personnel at any time during the implementation of the Contract on the basis of non- satisfactory performance or otherwise and	Please confirm. This clause will not attract penalty.	The replacement even if directed by DFCCIL will attract penalty.

		the Consultant shall have to replace this Key Personnel with more competent and experienced personnel to the satisfaction of the DFCCIL.		No change. Provisions of Tender Document shall prevail.
7	Page 72, Clause - 3.5	<p><b>Professional Indemnity Cover by The Consultant</b></p> <p>The limit of indemnity to be obtained should be at least 10 times the value of the Consultancy Contract</p> <p>Fidelity Guarantee covers by the Consultant - The limit of indemnity should be at least 5 time of the value of the Consultancy Contract.</p>	<p>In all tenders, the PII is always taken for the value of contract rater than 10 times which a vary high amount. You may refer NHAI contracts or RVNL or central govt. contracts for the same.</p> <p>PII is issued for amount equal to contract amount and till defect liability period.</p> <p>Please reduce the same contract amount and till DLP.</p> <p>Similarly with Fedelity Guarantee for contract amount.</p>	No change. Provisions of Tender Document shall prevail.
8	Page 123, Clause - 5.18.1 Technical Capacity	One completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20 of Instruction to tenderers) of minimum value Rs. 3,05,22,800/- executed for Railway/Metro works OR for any project executed wroks OR for nay project executed for Central and State government, Public Sector government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railway/Metro.	<p>As the minimum value to Define Eligible Assignment of Rs. 3,05,22,800/- is to high .</p> <p>Hence, we request to provide us Relaxation in the Amount of 1 Crore.</p>	No change. Provisions of Tender Document shall prevail.
9.	Page No. 54, Clause - 3.1.2 Evaluation of Technical Offers	For completed/substantially completed Eligible Assignments as defined in clauses 3.1.3 and 5.20, marks will be allotted as per the following; 1) For one substantially completed Eligible Assignment: 18 marks	<p>We Request you to consider the mentioned Criteria as:</p> <p>1) ) For one substantially completed Eligible Assignment: <b>20 marks</b></p> <p>2) ) For one completed Eligible Assignment: <b>22 marks</b></p>	

		<p>2) For one completed Eligible Assignment : 20 marks</p> <p>3) For two substantially completed Eligible e Assignment : 20 marks</p> <p>4) For more than substantially completed Eligible e Assignment : 22 marks</p> <p>5) For one completed and one substantially completed Eligible Assignment: 22 marks</p> <p>6) For one completed and two or more substantially completed Eligible Assignment: 23 marks</p> <p>7) For two completed Eligible Assignment: 24 marks</p> <p>8) For two completed and one substantially completed Eligible Assignment: 26 marks</p> <p>9) For two completed and two substantially completed Eligible Assignment: 28 marks</p> <p>10) For three or more completed Eligible Assignment: 30 marks</p>	<p>3) ) For two substantially completed Eligible Assignment: <b>22 marks</b></p> <p>4) ) For more than two substantially completed Eligible Assignment: <b>25 marks</b></p> <p>5) ) For one completed and one substantially completed Eligible Assignment: <b>25marks</b></p> <p>6) For one completed and two or more substantially completed Eligible Assignment: <b>26 marks</b></p> <p>7) For two completed Eligible Assignment: <b>26 marks</b></p> <p>8) For two completed and one substantially completed Eligible Assignment: <b>28 marks</b></p> <p>9) For two completed and two substantially completed Eligible Assignment: <b>28 marks</b></p> <p>10) For three or more Substantially/completed Eligible Assignment: <b>30 marks</b></p>	
10	Page No. 123, Clause - 5.18.2 Financial Capacity	Payment for minimum total amount of Rupees 13,08,12,000/- received from any type of consultancy services contract for railway and non-railway sectors in Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government.	Request you to not bifurcate the turnover in Central and State Government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government.	No change. Provisions of Tender Document shall prevail.
11.	Page 20, (A) Technical Capacity	The Single Entity Tenderer or the lead member of the Consortium/ JV (the "Lead Member"), as the case may be, shall have, during the last 5 (five) financial years and the current financial year till the tender submission date (the "TSD"), completed or substantially completed the minimum number of Eligible Assignments specified in Clause 5.18.1.	We request you to Consider completed or substantially completed the minimum number of Eligible Assignment specified in Clause 5.18.1. in Last <b>10 Years</b>	No change. Provisions of Tender Document shall prevail.

12.	Clause : 2.2.9 (vii)	Technical Offer subject to such constituent/ Member having on its roll for more than 12 months as on the TSD no less than two Key Personnel among those proposed in the Technical Offer.	This is project management consultancy assignment. We need to hire specialized key personnel's for the project.  Hence, we request you to kindly remove the clause 12 months on roll.	No change. Provisions of Tender Document shall prevail.
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10. Response to Pre-Bid Queries of M/s Rodic Consultants Pvt. Ltd. received via email on 09.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	Refer Tender Data Sheet, Page No. 119, Clause 5.4	Type of Tender & Final Selection Criterion, <b>Least cost selection</b>	For a such type of specialised work the quality should be the main criteria for selection. Hence, we request an amendment as <b>QCBS 80:20 instead of QCBS 70:30.</b>	No change. Provisions of Tender Document shall prevail.
2	Refer Tender data sheet, Clause No. 5.18.1, <b>Technical Capacity, Page 123</b>	One completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20 of Instruction to Tenderers) of minimum value <b>Rs. 3,05,22,800/-</b> executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.	We understand that the consultancy services in any infrastructure sector including Roads, Highways, Urban Infrastructure, etc, of minimum value of <b>Rs. 3,05,22,800/-</b> executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government, shall be considered in eligible assignments.  Kindly confirm.	The criterion is self-explanatory.
3	Refer General Conditions of Contract, Clause 7.2.2, Page 85	In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons not attributable to the DFCCIL, and the DFCCIL imposes liquidated damages on the Contractor, liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Contract Value per day, subject to a maximum of 5% (five percent) of the Contract Value will be imposed on the consultant and shall be recovered by appropriation from the Security Deposit or otherwise.	We request you to relax this criteria as:  In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons not attributable to the DFCCIL, and the DFCCIL imposes liquidated damages on the Contractor, liquidated damages not exceeding an amount equal to <b>0.01% (zero point zero one percent)</b> of the Contract Value per day, subject to a <b>maximum of 3% (three percent) of the Contract Value</b> will be imposed on the consultant and shall be recovered by appropriation from the Security Deposit or otherwise.	No change. Provisions of Tender Document shall prevail.

4	Refer General Conditions of Contract, Clause 7.2.3, Page 85	In case of any excess billing to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess billing shall be levied on the Consultant and shall be recovered by appropriation from the Security Deposit or otherwise.	We request you to relax this criteria as:  In case of any excess billing to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to <b>5% (five percent)</b> of the amount of excess billing shall be levied on the Consultant and shall be recovered by appropriation from the Security Deposit or otherwise.	No change. Provisions of Tender Document shall prevail.
5	Refer Tender Data sheet, Page No. 125	Availability and Conditions of Eligibility for Key Personnel Team Leader  Professional Qualification Required for Eligibility Masters/ Bachelor in Engineering or equivalent	We understand that the minimum eligibility for Team Leader is bachelor's in engineering or equivalent and preferential qualification is Masters  Kindly confirm	Please refer Amendment No. 3 dated 26.06.2020
6	Refer Tender Data Sheet, Clause 5.13, Page 122	Date & Time of Submission of Tender  On or before date 24.06.2020 and time upto 15:00 hrs	We request you to please provide extension for at least 15 days after the pre-bid replies.	Please refer Amendment No. 2 Dated 18.06.2020

#### 11. Response to Pre-Bid Queries of M/s Rodic Consultants Pvt. Ltd. received via email on 10.06.2020

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	-	-	Due date of submission of the Consultant's proposal document is 24th June 2020. However, due to the availability of limited staff at our office amid widespread of corona pandemic, it is difficult for us to submit the proposal on the mentioned date.	Please refer Amendment No. 2 Dated 18.06.2020

			We therefore request you to kindly extend the Tender Submission Date by at least 15 days to allow us time to prepare our best proposal.	
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**12. Response to Pre-Bid Queries of M/s SPECTRUM Techno Consultants Pvt. Ltd. received via email on 13.06.2020**

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	-	-	<p>Due to the current scenario of National wide Lockdown because of Covid-19, the routine work required for preparation of tender have been hampered which includes activities from banking, transport, communication etc.</p> <p>Hence consideration the current situation we humbly request you to kindly extent the date of submission by 2 weeks.</p>	Please refer Amendment No. 2 Dated 18.06.2020

**13. Response to Pre-Bid Queries of M/s Rodic Consultants Pvt. Ltd. received via email on 16.06.2020**

S.No.	Clause No/Page No	Tender Clause	Bidders Query	DFCCIL Response
1	Refer ITT Clause 2.24.2, Page. 45	<p>Key Personnel being provided in substitution shall be equally or better qualified and experienced personnel as compared to originally provided in Contract. Such substitutions shall be limited to 20% of the Key Personnel or 40% of other Personnel provided in the contract beyond which, as a condition to such substitution, a sum equal to 05% (FIVE) of the remuneration specified for the 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 Personnel, whichever is later. Such deduction of 05% (FIVE) of the remuneration till six months of deployment of the new Personnel shall also be applicable in cases where replacement of 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 months of the implementation of the Contract.</p>	<p>Substitution limit may be kept as 40% for each Category, except Support Staff, due to scarcity of professional expert. Substitution of Team Leader may not be considered as leading for the termination of Contract.</p>	No change. Provisions of Tender Document shall prevail.

		Substitution of the Team Leader will not normally be considered during the first year (12 months) and may lead to termination of the Contract.		
2	Refer ITT, Clause 2.24.3, Page 46	If the substitution of Team Leader is done due to reasons attributable to Consultant, a reduction of 20% in the remuneration of TL shall be made for each substitution	Substitution being under the provision of Clause 2.24.2, 20% reduction in the remuneration of TL is not justified and may not be considered.	No change. Provisions of Tender Document shall prevail.
3	Escalation in Consultancy Fee: Refer General Conditions of Contract, Clause 4.2.5, Page No. 77	<p>The DFCCIL may instruct the Consultant for continuation of the Professional Personnel deployed beyond the first year (12 months) on the basis of their performance and need for their continuation in the interest of the Project(s). In that case, the Man Month rate of such Personnel shall get increased by 06% (SIX) with effect from the 13th Month of deployment.</p> <p>Such extension may be requested by the DFCCIL every subsequent year for the same or different set of Professional Personnel till the Completion of the Consultancy and each such time the Man Month rate of such Personnel will increase by 06% (SIX).</p> <p>However, if any of such Professional Personnel, whose Man Month Rate has been increased as aforesaid or who has been requested by the DFCCIL for continuation, leaves the Consultancy the respective Man Month rate shall revert back to those originally specified in the Contract.</p>	<p>Provision of Escalation to the consultancy fee is provided to take care of the inflation from the date of submission, which may please be kept as 8% on man month rate of personnel and out of pocket expenses (Maintenance of Office, Vehicles, Office consumables, etc) with effect from 13th month of Deployment.</p> <p>Experts have inputs for more than 12 months, being duration of 24 months and 12 months DLP. As such extension request from DFCCIL for those inputs may not be applicable. It is proposed that the escalation to the consultancy fee @ 8% on man months rate may be allowed for all the positions after completion of 12 months may from the date of commencement of Contract, as done in the previous tenders.</p> <p>Increase to the awarded man month rate is to cater for the inflation of rate given from the date of submission. Secondly the Consultant is already</p>	Please refer Amendment No. 3 Dated 26.06.2020

			penalised for the reduction in rate on substitution of CV. As such not allowing the escalated man month rate for the substituted CV is Contradictory to the provision of the RFP.	
4	Refer General Conditions of Contract, Clause 4.4, Page No. 78	The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Contract, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the DFCCIL, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.	Like in other tenders, NH and Weekly Rest and GH may be allowed as payable from the Client Side irrespective of prefix and suffix days as absence.	The personnel are allowed weekly rest and Gazetted Holidays as provided in DFCCIL's calendar
5	Refer General Conditions of Contract, Clause 6.3.3 (iv), Page No. 81	In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like Traffic or Power Block, Pre-Non Interlocking, Non-interlocking work and commissioning of project, during combined simultaneous working with two or more agencies, un-safe/ emergency situations, recovery will be made @ three times the payable monthly remuneration for each default.	We find this clause to be stringent for the bidders and we understand that if remuneration to the key experts are paid based on their attendance, there should be no reduction of remuneration for such condition as mentioned in the clause. Therefore, we request you to relax this clause. Kindly consider.	These are important activities during which all personnel are required to perform beyond their comfort zone in disciplined manner.  No change. Provisions of Tender Document shall prevail.
6	Refer General Conditions of Contract, Clause 6.3.3(a), Page No. 80 AND Clause 6.3.12, Page No. 82	Payment for Personnel shall be made to the Consultant in the manner explained below: (i) The monthly payment shall be made @ 90% ..... Engineer-In-Charge. (ii) 05% of the accepted man month rates..... has been appointed. (iii) Balance 05%..... of the project as under: a) Along with passing of the Final bill - 4% b) During defect liability period of Six Months - 1% @ 0.5% for each quarter.	According to clause 6.3.3 (a), 90% payment shall be made monthly, 5% will be released proportionately to the average financial progress of the contract and the remaining 5% will be based on successful commissioning of the project while According to Clause 6.3.12, final 10% payment shall be on submission of final report by the consultant. Therefore, we find	No change. Provisions of Tender Document shall prevail.

		<p>AND</p> <p>The final 10%-part payment under the Clause 6.3.3 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the DFCCIL.</p>	<p>a contradiction in both the clauses. Kindly clarify.</p>	
7	<p>Refer Tender Data Sheet (Page 119), Terms of Reference, Clause 12.2 (Page 146)</p> <p>AND</p> <p>Form 20, Schedule of Hiring of Vehicles (Page 199)</p>	<p>a) Period of Contract: 24 months</p> <p>(b) Defect Liability Period: 12 months</p> <p>AND</p> <p>The Services shall have to be completed in all respect by the Consultant within a time period of 24 months including the Defect Liability Period of 12 months.</p> <p>AND</p> <p>Note: One vehicle is for Contract Period of 24 months plus DLP of 12 months (total 36 months).</p>	<p>With reference to the different clauses with respect to duration of the project, we request you to clarify the construction period and Defect Liability Period of the Project. Kindly clarify</p>	<p>Please refer Amendment No. 3 Dated 26.06.2020</p>
8	<p>Refer Appendix III, Schedule of Personnel and Man Month Rates, (Page 195)</p>	<p>Resident Engineer- 60 months</p> <p>Field Engineer-Bridge (Steel Girder/Steel Fabrication)- 156 months</p> <p>Quantity Surveyor- 60 months</p> <p>Computer Operator- 60 months</p>	<p>For a project duration of 24 months, please clarify how the man months of mentioned staff shall be utilised. For instance, with reference to Annexure 12 (Pg. 104), there are two REs who are required to be deployed, one at DDU and other at Sasaram for 24 months but the total man months for RE is 60 months. Likewise, total man months for field engineer is 156 months and the total number of FEs required are 4 who are to be deployed for 24 months.</p> <p>In the view of above, we request you to clarify the man months of the positions for both construction and DLP. Kindly clarify.</p>	<p>Some positions are required in multiple number eg, two Resident Engineers are required during Contract Period and one during DLP.</p> <p>Main Office of PMC is envisaged at DDU and Site Office at Sasaram (subject to change). Main Office will be headed by Team Leader and one Resident Engineer along with other key/non-key personnel.</p> <p>The Site Office will be headed by Resident Engineer and other non-key personnel.</p>

				No change. Provisions of Tender Document shall prevail.
9	Refer Tender Data sheet, Clause 5.18.3, Environment, Health and Safety Manager (Page 126)	Diploma in Health and Safety Management or equivalent with bachelor's degree Or, Diploma in Industrial Safety / Ecology & Environment or equivalent with Bachelor's degree	There are very few professionals in the market with the mentioned qualification. Therefore, we request you to relax the criteria as: Bachelor's degree with certification in Health and Safety Management Or, Bachelor's degree with certification in Diploma in Industrial Safety / Ecology & Environment. Kindly consider.	Minimum requirement is 'Diploma' in Health and Safety Management of Industrial Safety / Ecology & Environment. 'Certification' may not be considered as equivalent to 'Diploma'
10	Refer Cl 2.7.4, Page 149 of SCC Extension of Time for delay due to Contractor	The time..... in the Contract. If the Consultant fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in (i) and (ii) above, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.	This Clause is applicable for the Contractor. The word "Consultant Fails" is not appropriate and may please be deleted.	Please refer Amendment No. 3 Dated 26.06.2020
11	Refer SCC, Clause 7.1.2, Page 151	This Sub-Clause is supplemented by adding an Para as under:	In this Para, word Contractor is repeating. This word has to be Changed by word 'Consultant'.	The question is not clear.  No change. Provisions of Tender Document shall prevail.

