

Response to Pre-Bid Queries

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

IFB No: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 20.01.2017.

NCB Bid Document No. HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 20.01.2017.

SN.	RFP/Bid document Clause No., Page No.	Description of Clauses	Query	Clarification of DFCCIL
1.	GCC 7.1.1 Page 158	<p>Bid Security of the successful Consultant who is awarded the Consultancy shall be retained by the Employer as part of security for the due and faithful fulfilment of the Contract (towards the "Retention Money") by the Consultant. The amount of the Retention money shall be 5% of the Contract Value. The balance amount to make up the Retention money for this Consultancy will be recovered from the Consultant's running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the "Performance Guarantee") for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form - 8 of Contract prior to the time of execution of the Contract. The Performance Guarantee submitted in form of Bank Guarantee shall be have validity minimum upto 60 days beyond the defect liability (Notification) period. Retention money will be appropriated and Performance Guarantee will be encashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Consultant shall recoup the Performance Guarantee within one month of any encashment by the Employer. The Retention money and the Performance Guarantee shall be returned to the Consultant at the end of the Defect Liability (Notification) Period as specified in Clause 8 hereunder.</p>	<p>Under this Clause Bid Security of the successful Consultant who is awarded the Consultancy shall be retained by the Employer as a part of the Security for the due and faithful fulfilment of the Contract (Towards the Retention money) by the Consultant. The amount of the Retention Money shall be 5% of CV. The balance amount to make up the Retention Money for this Consultancy will be recovered from the Consultant's running bill @ 10% deduction from each bill. It is proposed that the balance Retention money i.e (Retention Money of 5% CV less Bid Security) shall be taken in the form of BG after LOA and before signing of the Contract agreement. It is not Clear when the Retention money of 5% would be released to the Consultant?</p>	<p>Provision of Performance Guarantee in the form of BG @5% of contract value is already there which shall be required after LOA and before execution of contract. Balance retention money shall be deducted progressively from the bills. Hence, request not agreed.</p> <p>Regarding release of retention money, GCC clause 7.1.1 (Page 158 of RFP document) may please be referred which says that Retention Money and Performance Guarantee shall be returned to the consultant at the end of DLP.</p>

2.	GCC 6.3.11 Page 157	Consultant's Personnel can avail one day weekly rest and also National holidays declared at Employer's Headquarters office for which no deduction in their remuneration will be made. If required the Personnel shall stagger/defer such weekly rest or availing National Holiday during exigencies, so as to ensure uninterrupted progress of works. In such cases of determent, the weekly off coming during the period of absence may also be treated as permitted leave.	This Clause speaks for the Consultant to avail One day Weekly Rest and National Holiday. Please clarify that these holidays would be payable to Consultant irrespective of preceding and succeeding days to these WR/NH are as Present or Absent.	Please refer Amendment/Corrigendum No. 1.
3.	GCC 6.3.8 Page 157	Payments against travel on duty shall be made on reimbursement basis on submission of Statement of Expenses by the Consultant.	Please elaborate to the submission of "Statement of Expenses" by the Consultant.	Statement shall contain the information with support documents required as per clause 5.6.6.2 (ii). (Page 32-33 of RFP document)
4.	GCC 4.2.5 Page 154	Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 18 months from date of commencement by increasing it by factor of Eight (8%) percent	Please extend the escalation increasing factor to all the components of the billing as given in the Form-10.	Provisions of RFP document shall prevail.
5.			Office equipment such as desktop computers/ Lap tops, printers, photocopier machine, Fax machine, necessary for the effective functioning of the PMC is not included in the provision of the Contractor. Please Confirm.	Facilities to be provided by the System contractor/Employer are specified in Data Sheet (Attachment 2) of Section 2 (Page 43-49) of RFP document. Office supplies/Consumable, Drafting supplies, Computer running cost and compatible software and domestic communication have been kept in Schedule of payment in Form 10 of Section 3 (Page 83 of RFP document) for which the cost shall be submitted by the PMC. No other facilities like desktop computers/ lap top etc. shall be provided separately by Employer/System Contractor other than above provisions and payment under schedule of payment given in the Financial Offer.
6.	NIT Clause 1.2.2 (i) Page 13	Only firms registered or incorporated in India are eligible	As per the clause only Pvt. Limited company having office in India can bid, any other international companies cannot bid. With this the international companies interested to bid for the project are out, resulting in keeping good companies at bay. We understand that in JV it is not necessary to have all companies registered in India, one company in JV should have registered or incorporation in India.	For participation of International companies / foreign members of JV, please refer ITC clause 1.6 b (vi) and 1.6 b (xviii) (Page 21-22) of RFP document in this regard.

7.	NIT Clause 1.2.2 (ii) Page 13 - 1.	Lead Member of new JV firm must meet requirement	Companies with long term presence in India with a decent turnover can form JV with other international companies. As the international companies are not always ready to be in lead, it is suggested to have the qualification of JV instead of the lead partner only. As per clause 1.1.4.1, all partners shall be jointly and severally responsible, thus it should not be necessary to have lead partner with design experience.	Eligibility requirements for JV has been described in ITC clause 1.2.2 (ii) No.1 (ii). (Page 14-15) of RFP document.
8.	Tender Document, Page No. 7, Clause 6	Bid Security: The proposals must be accompanied by Bid Security of INR 35 Lakhs (Rupees Thirty Five Lakhs) in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. Non Submission of the requisite Bid Security shall lead to summary rejection of the proposal.	We feel INR 35 Lakh is a big amount to be submitted against bid security in the given forms. We request you to consider submission of Bank Guarantee against proposal security at proposal submission stage. Please confirm	Provisions of RFP document shall prevail.
9.	Tender Document, Page No. 30, Clause No. 5.4.2	The Bid security of unsuccessful consultants will be returned as promptly as possible	Please mention time duration of returning Bid security of unsuccessful bidders.	After award of the contract to successful bidder, bid security of unsuccessful bidders are returned. Generally the time duration is around 2 weeks after award of the contract.
10.	Tender Document, Page 61, Form-4	The Consultant shall attach copies of Certificate of substantial completion/Completion issued by the Employer with the form, failing which the claim of the Consultant shall be liable to be rejected. Experience certificate issued by Government/ Quasi- government only shall be considered	In case, request for substantial certificate from client has been put to the client, but certificate is not issued till tender submission date, then can a CA certificate regarding that particular eligible project can suffice the requirement. On availability of Partial certificate, same can be submitted to DFCC. Please Clarify	Certificate by CA are generally issued on financial statement. For technical eligibility requirements, certificates should be submitted as per provisions of the RFP document. Provisions of RFP document shall prevail.

11.	Tender Document Page No. 13, Clause 1.2.2	<p>Eligible consultancy contract / Eligible assignment: (ii) The applicant/JV firm or any member of the JV firm** must have substantially* 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 comprising:</p> <p>(a) At least one work of project management consultancy service having value of Rs. 2.7 Crores for carrying out Track Construction / linking Works on Railway / Metro Railway / Suburban rail transit system.</p> <p>(b) At least one work of project management consultancy service having value of Rs. 2.7 Crore for providing 25 kV / 2x25 kV Railway electrification on Railway / Metro Railway / Suburban rail transit system.</p> <p>(c) At least one work of project management consultancy service having value of Rs. 2.7 Crore for providing Signaling on Railway / Metro Railway / Suburban rail transit system.</p>	<p>We request you to consider assignments with contract value \geq 2.7 Crore, with Track linking work & Railway Signalling work & Railway electrification work in a single work as eligible assignment.</p> <p>3 assignment shall be demanded of similar nature & value.</p> <p>Since there are very few PMC projects with only track linking or signaling work or electrification work. It would be very difficult for a firm to meet such requirement or form JV with this eligibility criteria.</p> <p>This criteria will allow very less bidders to participate. If criteria is relaxed it would result in participation of more financially & technically competitive bidders.</p> <p>We request you to kindly amend the requested changes.</p>	<p>Bidders may participate in the Bid through forming a Joint Venture with experienced firms.</p> <p>Provisions of RFP document shall prevail.</p>
12.	Cl 1.2.2, i) Page- 13 And 20	<p>Eligibility: Only firms that are registered or incorporated in India are eligible to compete. 1.6 Eligible Bidders a. i) The applicant should be an Indian firm</p>	<p>Can a foreign firm registered / incorporated in India can use credentials of parent company to meet the Technical Eligibility Criteria? An undertaking will be provided by the parent company on percentage holding.</p>	<p>Experience certificates shall be in the name of participating firm. Parent company shall be treated as separate entity. Companies may form JV with their parent company to participate in bid. For JV participation, please refer ITC clause 1.6 b (Page 20-21) of RFP document. Provisions of RFP document shall prevail.</p>
13.	Cl 1.2.2, i) Page- 13	<p>Minimum Value of eligible consultancy contract: No.1 in the table. The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs. 8.0 Crores (Rupees Eight Crores only)</p>	<p>We request to kindly consider either of the two:</p> <ol style="list-style-type: none"> 1. PMC substantially completed in last 7 (Seven) years in place of last 5 (five) years (Preferred) OR 2. Overall minimum value of PMC works of Rs. 6.0 crores (Rupees Six Crores only) in place of Rs. 8.0 Crores (Rupees Eight Crores only) 	<p>Requirement is for PMC in last five financial years and the current financial years which is almost completed, therefore, effective period is about six years. The requirement covers significant period. Provisions of RFP document shall prevail.</p>

14.	Page- 26, Page- 38 Page- 77	Table, 1, x) Balance Sheets for Last 3 years 1.2 Responsiveness, 7. Balance sheets Form 7, Firm's Financial Data	<ul style="list-style-type: none"> • Our Parent Firm's Financial Year ends in December. The audited balance sheets are available till December 2015. • Request to confirm, if we can submit the Balance sheets of parent firm for the year 2013, 2014 and 2015. • In Form 7, The Financial data has been asked for last 4 Financial Years, 2016- 17 will not be available. 	<p>Submission requirements have been detailed in the Form 7 of Section 3 (Page 77 of RFP document) in support of Financial Eligibility Criteria. Requirement is financial year wise. Firms may submit the information/support documents as per their financial year wise.</p> <p>Support documents detailed at Note no.6 in Form 7 of Section 3 (Page 77 of RFP document) may be submitted in support of Financial Eligibility Criteria.</p>
15.	Page- 7 Page- 29 Page- 80	6 Bid Security: in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. 5.4 Bid Security Form 9	Please include Bank Guarantee as one of the forms/ways of submission of Bid Security.	Provisions of RFP document shall prevail.
16.	Page- 158	7.1.1 Bid Security of the successful Consultant who is awarded the Consultancy shall be retained. The amount of the Retention money shall be 5% of the Contract Value. The balance amount to make up the Retention money for this Consultancy will be recovered from the Consultant's running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the "Performance Guarantee") for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form - 8 of Contract prior to the time of execution of the Contract.	<p>The Bid security in form of FDR/ Bank Draft / Pay Order will have limited validity. In any case 10% of running bills amount will be deducted and Performance Bank Guarantee of amount equal to 5% of contract value will be submitted as part of performance security.</p> <p>We request, the Bid Security of the successful tenderer shall also be returned upon submission of Performance Bank Guarantee.</p>	<p>FDRs are generally have the provision of auto renewal and Bank Drafts/Pay Orders are credited in account. Thus issue of limited validity does not arise. Request for return of Bid Security not agreed.</p> <p>Provisions of RFP document shall prevail.</p>
17.	CI 2.2(ii) / Page 13 of ITC	The firms should have substantially* completed project management consultancy services involving Track laying, Railway Electrification and Signaling in last 5(five) financial years.	<p>We request you modify eligible consultancy contract the firms should have substantially* completed project management consultancy services involving Track laying, Railway Electrification and Signaling in last 10(ten) financial years.</p> <p>Kindly confirm.</p>	<p>Requirement is for PMC in last five financial years and the current financial years which is almost completed, therefore, effective period is about six years. The requirement covers significant period.</p> <p>Provisions of RFP document shall prevail.</p>

18.	CI 1.2.2(ii) / Page 13 of ITC Table Column 3 (Requirement)	The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs. 8.0 Crores (Rupees Eight Crores only) -	The applicant / JV Firm or any member of the JV firm must have substantially* completed one contract of Project Management Consultancy services, in the last 10 (ten) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs. 8.0 Crores (Rupees Eight Crores only) - Kindly confirm.	Requirement is for PMC in last five financial years and the current financial years which is almost completed, therefore, effective period is about six years. The requirement covers significant period. Provisions of RFP document shall prevail.
19.	CI 1.2.2(ii) / Page 13 of ITC Table Column 5 (Joint Venture)	Existing JV Must meet requirement or Lead member of new JV firm must meet requirement	Existing JV Must meet requirement or Any member of new JV firm must meet requirement. Kindly confirm	Eligibility requirements for JV has been described in ITC clause 1.2.2 (ii) No.1 (ii). (Page 14 of RFP document) Provisions of RFP document shall prevail.
20.	RFP Page 7	Last date of submission - 16 March 2017	Request you to extend the last date of submission by 3 weeks after publishing pre- bid queries.	Sufficient time as per ITC clause 2.3 (Page 24 of RFP document) shall be given.