

KERALA RAIL DEVELOPMENT CORPORATION LIMITED
Tender No. 003/KRDCL/Tender(9)/2018

RFP - General Consultancy for Rail Development Projects of KRDCL

CLARIFICATIONS - II (rev 0)

Dated: 13.06.2018

S.No.	Reference from RFP Document		Bidders' Queries	KRDCL's Response
	Volume: Section	Clause No.		
1	Volume I: Section I	1 (1)	The status on financial closure of the project may be updated to have clarity in project assessment.	Since the RFP is designed to have a flexibility in terms of projects required to be worked on, financial closure of the projects will not have much relevance for the bidders. Once awarded, the GC shall be privy to all required information.
2	Volume I: Section I	1 (5)	The project is primarily comprising of technical support involving semi-high-speed corridor which require specialised experience expats. It is therefore requested to kindly consider 80:20 selection instead of 70:30.	No change in RFP
3	Volume I: Section I	1 (8)	The time for submission of the bid may be extended by 2 weeks i.e. 06th July 2018.	Extended, Please see Date Corrigendum -II.
4	Volume I: Section I	4.1 (ii)	A member of consortium/Sole-bidder disqualified at EoI stage can be added to consortium provided they meet the eligibility as mentioned in the RFP (and the EoI)?	Yes. Provided all the documents are submitted afresh. No cognisance shall be taken of the earlier submission during EOI stage.
5	Volume I: Section I	4.1 (xiii)	It is requested to consider payment of EMD by Bank Guarantee from Nationalised bank.	No change in RFP
6	Volume I: Section II	2	Additional marks on input from expats on the projects should be considered on concept and approach. These experts will be over and above the notified position in RFP.	No change in RFP
7	Volume II: Section III	2 (1) & (5)	It is requested to kindly quantify the work mentioned in these sub-clauses which appears to be on unlimited scope. The intent is to limit the role of GC for eight corridors only.	The Contract shall be a man-month contract. And as mentioned in the RFP, the projects may be added or dropped but the GC shall be asked to work within the approved man-months and projected skillset. Hence, no change in RFP

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8	Volume II: Section IV	3	Various suggestions to revise the relevant xp	No change in RFP
9	Volume IV: Section VII	GCC 4.3 (iv)	<p>1) It is requested cap the reduction in remuneration of the experts to maximum 10% on replacement of resources.</p> <p>2) Further, it is requested to cap the reduction in overall consultancy fees due to reduction in remuneration of experts on account of replacements, which at the moment seems unlimited, this may be capped to maximum of 1% of fee.</p>	No change in RFP. It should be the intent of the GC to have a stable workforce and not to replace the personnel.
10	Volume IV: Section VII	GCC 6	<p>It is requested to kindly consider escalation payable after completion of 12 months based on RBI indices.</p> <p>One example from RVNL PMC tender is given below:</p> <p>Remuneration rates for the first 12 months from the date of commencement of services shall remain the same as accepted by the employer and indicated in the contract agreement. From the beginning of 13th month from the date of commencement of services, remuneration rates shall be adjusted as per the formula given below for every 12 months.</p> <p>(i) When adjustment due date falls before original date of completion of services</p> $R_t = R_{t0} \times \left[0.1 + 0.9 \frac{I_t}{I_{t0}} \right]$ <p>(ii) When adjustment due date falls in extension period for which extension is sanctioned for reasons not attributable to the consultant</p> $R_t = R_{t0} \times \left[\frac{I_t}{I_{t0}} \right]$ <p>where RI is the adjusted remuneration, R_{t0} is the remuneration payable on the basis of the rates set forth in Form 11 of Section 3 for remuneration payable in local currency, I_t is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the date of completion of every 12 months from date of commencement of services and, I_{t0} is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the closing</p>	No change in RFP

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11	Volume IV: Section VII	GCC 6.2	<p>We understand that the consultant shall observe the holidays and weekly offs as per the Employer's calendar.</p> <p>We request you to kindly consider 6 days of Casual leave & 15 days of earned leave as paid leaves over the closed holidays.</p>	<p>The GC shall have to take care of leaves as per their norms and legal provisions.</p> <p>No change in RFP.</p>
12	Volume IV: Section VIII	SCC 10	<p>We request you to kindly reduce the validity of Performance Guarantee to 60 days beyond the Expiration of the Contract, which is generally followed in the industry.</p>	<p>No change in RFP</p>
13	Volume IV: Section VIII	SCC 16	<p>Please, kindly clarify if deductions stated in point IV of the same clause will be of 10% on each monthly payment over a period of 12 months starting from the sixth month from the payment or whether it is any interest rate applicable</p>	<p>Advance payment divided by 12 plus the monthly interest @10% annual (on reducing balance) shall be deducted from the monthly invoice as mentioned. First instalment shall entail deduction of interest of all preceeding months</p>
14	Volume IV: Section VIII	SCC 12 (i) & (ii)	<p>1) It is requested that there should be no deduction in remuneration if personnel of level K4 are replaced by consultant.</p> <p>2) It is requested that one replacement upto 20% of the key experts of level K1, K2 & K3 may be allowed without reduction in remuneration. Subsequently, in case replacement of the key personnel happens more than 20% of total key personnel count every year, there will be a deduction of 0.5% of overall consultancy charges payable to the GC each month for the first two-month period in the subsequent year. If the two-monthly period falls short due to expiry or termination of the Contract (except in case of Clause 2.8.1(j)), the balance amount will be deducted from the Performance Guarantee. Replacement of personnel for reasons of delayed mobilisation by more than two months as requested by the Employer shall not be deemed as replacement for the purpose of this sub-clause and GCC 4.3; it shall, however, shall not affect any other requirements of this RFP with respect to replacement and deployment.</p> <p>3) It is requested to kindly limit the reduction of overall consultancy fees by 1.0 % only for replacement of profiles in any year.</p>	<p>No change in RFP. It should be the intent of the GC to have a stable workforce and not to replace the personnel.</p>

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15	Volume IV: Section VIII	SCC 21 (iii)	We request you to kindly allow the consultant to replace the personnel, if necessary, at least one time beyond 36 months i.e. in extended period without any penalty.	Beyond 25% of the contracted value in any case, the rates and man-months can be negotitaed. Within 25%, no such provision is envisaged. No change in RFP.
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