

**Minutes of Pre-Bid Conference for “Consultancy for setting up Dedicated Test Track for Indian Railways”  
in connection with RDSO’s Global Tender no. TMM/2018/01, held in Track Machine & Monitoring  
Directorate’s Conference Hall at RDSO/Lucknow at 11.00hrs on 19.09.2018**

SN	Clause/ Section	Page	Queries	Railway’s remarks
1.	Section 1, Clause 4, (iii)	7	Section 1, Clause 4, (iii): Please confirm if when you are referring to Consortium or Joint Venture, this Consortium/Joint Venture could be an entity without legal personality distinct from its members.	The joint venture/consortium will definitely be an entity with legal sanctity distinct from its constituent members. Please refer to para 2.3& 2.4 of GCC for services for detailed guidelines regarding JV/consortium.
2.	Section 1, Clause 4, (iii), Notes	7-8	Section 1, Clause 4, Notes: If the client is going to be in charge of determining if the consultant fulfills the financial conditions from the consultant audited financial statements or it is the consultant who shall prove the requirement.	The tenderer will have to submit the documents in support of fulfilling the minimum eligibility condition. Based on satisfactory scrutiny of genuineness of these documents, RDSO will decide if the tenderer fulfills the eligibility conditions or not. However it will be responsibility of tenderer to ensure submission of all supporting documents along with Bid. Any further clarification/supplementary document required by RDSO will also have to be made available by bidder.
3.			If a certificate of an international bank declaring the cash available in the accounts of the consultants is enough in order to justify liquidity.	No. The banking reference certified by chartered accountant with their stamp, signature and membership number shall only be submitted.
4.	Section 1, Clause 5		Section 1, Clause 5: How the consultant is going to justify that the transfer of the cost of Tender Documents has been made?	The tenderer may deposit the financial instruments towards the cost of the tender documents through an Indian man or directly by using bank transfer through SWIFT. Details of SWIFT transfer may be included in tender. However cost of tender documents should be deposited in the name of tenderer only.
5.	Section 2, Clause 4.7	17- 18	Section 2, clause 4.7: Please confirm the guarantee duration if an Irrevocable Bank Guarantee can be provided as Bid security; and if in case of a JV/consortium, if each member could provided a BID bank guarantee equal to its participation interest in the tender.	No, irrevocable Bank Guarantee is not acceptable as bid security. It is also clarified that each member of JV/consortium cannot provide a bid Bank Guarantee equal to their participation in the tender. The entire bid Guarantee or EMD has to be deposited by the participating firm only.
6.	Section 2,	18-	Section 2, clause 4.8: If four guarantees	The successful bidder shall have to submit a



	Clause 4.8	20	representing the total value of the 10% performance guarantee shall be presented at the same time.	Performance Guarantee valuing 10% of the contract value in four separate parts of 2.5% each of the contract value within 30 days from the date of issue of Letter Of Acceptance (LOA). However, it is clarified that these four Guarantees may be submitted simultaneously also.
7.			Confirm the maintenance period to be considered by the consultant in order to determine the performance guarantee duration.	This tender being a consultancy tender does not have any maintenance period.
8.	Section 2, Clause 11.0	25-26	Section 2, clause 11.0: Provide the link to the official page of the State Bank of India (SBI) rate of Exchange.	The link to the official page of the State Bank of India rate of exchange is <a href="http://www.sbi.co.in">www.sbi.co.in</a> →.
9.	Section 4, Clause 1.11	43	Section 4, clause 1.11: If withholding taxes and other kind of direct taxes shall be included in the proposal cost; and only Good and Services taxes and other indirect taxes shall be quoted separately in the financial proposal such as it is stated in Appendix II.	As clearly shown in Appendix-2 only the goods and service tax and other taxes and duties have to be quoted separately in item no.C. All other withholding taxes/direct taxes etc. shall be included in the proposal cost.
10.	Section 4, Clause 6.1 (b)	52	Section 4, clause 6.1(b): That the currencies of the contract are going to be Rs and also any other foreign currency; due to the fact that this clause only refers to Rs.	The currency of the contract is Rupees only. However, it is clarified that payment shall be made in INR to Indian firm or through Letter of Credit in the quoted currency, in case of foreign firms. In case of payment through LC, all charges including the confirmation charges of LC, levied by foreign banks shall be borne by the applicant.
11.	Section 4, Clause 6.0	52	Section 4, clause 6.0: Provide the time that the Client needs in order to approve deliverables. Please, also confirm, once the deliverables are approved the time of payment.	The time taken by RDSO to approve the deliverables will be 4 to 6 weeks. Once the deliverables are approved payment shall be made within 30 days.
12.			In case of foreign firms payments in a foreign currency, could payments be made by bank transfer instead at LC ?	No. Payment shall be made through Letter of Credit only.
13.			In case of foreign firms payments in INR, could payments be made by bank transfer instead of LC?	No. Payment shall be made through Letter of Credit only.
14.			In case of payments via LC, please confirm the bank with which LC shall be managed.	In case of payment via Letter of Credit, SBI, HDFC and Axis Banks are permitted.



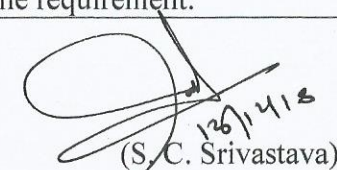
15.			In case of payments via LC, please confirm if it is going to be a confirmed LC.	We have not heard of “confirmed” LC. However, it is informed that all charges including the confirmation charges of LC shall be borne by the applicant.
16.			In case the consultant had a branch in India used for invoicing and payment during Project execution, please detail the currency and the method in which payments would be made.	Payment shall be made in INR to the Indian firms or through Letter of Credit in the quoted currency in case of foreign firms.
17.	Appendix I, Form 9	58	Appendix I, form 9: Please confirm if this form could be signed by the Financial Director of the company or any other person with a high position in the company instead of being signed by an Auditor.	Appendix-I, Form-9 has to be signed by an auditor.
18.			Eligibility, We’re wondering whether or not we meet the minimum requirements of RFP with our track records of similar projects conducted .	Minimum eligibility criteria is being suitably amended to remove any ambiguity.
19.	Section 1, clause 4, QCBS Criteria	7-9	Regarding the Eligible Assignments (as described in the table in pages 8 & 9), it is understood that those Tenderers having more than one (>1 nos, as in item 1 of the table) experience as per “Clause 4. Eligibility” will be given maximum marks for this category. Is this correct?	Yes, if the tenderer has completed more than one assignment, he will gain 25 points (maximum marks for this category will be given).
20.			For each Eligible Assignment ( as described in the table in pages 8 and 9), will the maximum marks be given to each single test track that features items 2 to 6 of the same table? Or can these items be featured in different test tracks and still be worth maximum marks?	For item No. (ii) to (vi) of the table showing QCBS criteria marks will be given subject to maximum marks shown in the column “points to be assigned” even if these items are featuring in different test tracks.
21.	Section 1, clause 4, QCBS Criteria	9	The Note at the end of the QCBS table and following indication indicates that “minimum 60 points” have to be obtained to “qualify technical criteria”. Does this mean that the only component of the Technical Score is the overall Eligible Assignments score?	No. The firm has to fulfill the eligibility criteria regarding work experience and financial standing. In addition to eligibility, the firm must obtain minimum 60 points on QCBS criteria.
22.	Section 2 clause 3.4. (i) – (viii)	16	Assuming the technical score does include other items apart from the Eligible Assignment, can you clarify what the specific weights within the Technical Score of each of these elements (i) to	No specific weightage has been assigned for items mentioned in clause 3.4 of section 2. The information in attached form is sought for accessing the technical know how of the firm.



			(viii) are?	
23.	Section 2 clause 3.4. (iii) – (v)	16	Regarding the team composition, can it be shared with the Tenderers if the client expects to cover any particular position, number of experts, certain disciplines, etc?	No minimum number has been specified.
24.	Section 2 clause 5.4	21	Can it be shared with the Tenderers how the Technical Proposal will be evaluated (i.e. specific weights of methodology, team composition, reference, etc), together with any specific instructions?	The Tender Evaluation Committee will examine the expertise of the tenderer in providing the consultancy of the test track based on the eligibility criteria given in clause-4 of section 1.
25.			Regarding the eligible assignments, is there any number of references (as defined in Section, clause 4. Eligibility, page 7 of 80) which would grant the Tenderers maximum marks in this subcategory?	No such reference is required.
26.			Is it possible for the Tenderer to appoint Subconsultants to enhance its experience and resources? In case yes, would the consultants' experience account for the overall technical experience?	The tenderer may appoint sub-consultants to enhance its resources. However, the experience of such sub-consultant will not account for evaluation for technical experience, unless it is a member of Joint Venture.
27.	Section 2 clause 11	26	It is requested that an extension of time of at least two weeks is granted by RDSO to better assess the proposal.	This request will be examined by RDSO.
28.	Section 3 clause 2.0	28	Could some further details of the actual Phase I of IR's Test Track which is currently in construction? Including some high level drawing which enables the Tenderers to have a better understanding of the future infrastructure.	Scope of work has been modified and there is no phasing of test track as far as consultancy is concerned. Consultancy is now required for entire Test Track.
29.	Section 3 clause 5.0	30	Will the speed of the tests to be conducted reach 200 kmph or 220 kmph (as indicated in Section 3, clauses 2.0, 3.0, 6.0, etc)?	The speed of the tests will reach upto 220 kmph.
30.	Section 3 clause 5.0 Note 2	30	Is the Indian gauge of 1676 mm to be applied to all tests including the semi high speed tests with speeds up to 220 kmph?	Yes, gauge will be 1676mm.
31.	Section 5A, Appendix I, Form 5	64	Where it says "Test Centre", does this include any different facilities from those included under the "Test track" concept? If yes, could they be	Tests centre includes all the testing facilities apart from the test track which will be used for oscillation trial.



			described?	
32.	Section 5A, Appendix I, Form 5	64	If a Question A (owner/operation of test track) is fulfilled by a subcontractor, is that acceptable for RDSO?	The owner/operator of the test track must be the lead partner in a consortium/partnership/Joint Venture if minimum eligibility criteria is being satisfied by him.
33.	Question A		If a Question A (owner/operation A is NO, it is understood that it does not preclude the Tenderer from participating, as long as it fulfils the conditions of having carried out consultancy for design of a test track. Please confirm.	It is clarified that the tenderer having provided consultancy for design/construction/operation of test track may also participate in this tender.
34.	Section 5A, Appendix I, Form 98	69	Where it says "No. of Eligible Assignments", do these assignments have to comply with the description as per Section 1, Clause 4.0, page 7?	Yes,
35.	Section 5A, Appendix I, Form 10&11	70 & 71	These two forms feature very similar information, it is proposed that only Form 11 has to be completed by the Tenderers as it is more complete than Form 10, please confirm	Both the forms have been combined into a single form.
36.	Section 5A, Appendix I, Form 12&14	72 & 74	These two forms feature very similar information, kindly check if one of them can be eliminated from the technical proposal to be submitted.	Both the forms have been combined into a single form.
37.	Para 3.0 to 10 of section-3 (Discussion)	28 to 32	Scope of requirement of consultancy seems to be too exhaustive to be provided by single firm. Time also seems to be too short	Scope and time for completion has been revised. However tendering firm may associate other expert firm/consultant to meet the requirement.

  
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