CORRIGENDUM - 3

K-RIDE

DEPOT DDC PRE-BID QUERIES

S.No	Clause Reference	Relevant Quote	Query/ Comment/ Suggestion	Employer's Response
1	**Section-2, ITT, 3.2 (a) Page-13**	**The following qualification criteria should be met by the intending tenderers.** **a)** Required average annual turnover (In all classes of civil, architectural, E&M system design work only): The intending tenderer / firm / company should have achieved a MINIMUM AVERAGE ANNUAL TURNOVER of ₹ 3 Crore in Five Financial Years from 2018-19 to 2022-23 (both inclusive) **NOTE**: The tenderers shall submit certificates to this effect which may be attested certificates from the concerned Departments/Client or Audited balance sheet duly certified by the statutory Auditor /certificate from Chartered Accountant duly supported by audited balance sheet. The Turnover certificate duly certified by statutory Auditor should be uploaded. Financial turnover of previous years will be given a weightage of 10% per year or part thereof up to the month previous to the Bid submission month as indicated in qualification information (Tender Forms) Form FIN-2 based on the rupee value to bring them to FY: 2023-24 price level.	*We understand that the turnover certificate to be signed by Statutory Auditor/Chartered Accountant should be uploaded along with the audited balance sheets for the respective years. Please clarify.* *Form-2 specified is shown deleted in the Tender Documents.* *The audit for year 2022-23 is still not completed, request you to kindly accept an undertaking regarding the same.*	Yes. Yes. Please refer "FORM FIN-1: FINANCIAL DATA FOR LAST 5 YEARS" of section-3 pages:47-48 Please refer "FORM FIN-1: FINANCIAL DATA FOR LAST 5 YEARS" of section-3 pages:47-48
2	**Section-2, ITT, 3.4 (b) Page-15**	**b) Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments are received from the Employer. Liquidity therefore becomes an important consideration. This shall be seen from the balance sheets and/or from the banking reference. Net current assets and / or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of ₹ 80 Lakh for this contract, net of applicant's commitments for other Contracts. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India or in case of foreign parties from an international bank having operations in India as acceptable to K-RIDE and it should not be more than 3 months old as on date of submission of Bids.	*Due to covid, the consultant has faced a lot of financial issues which has impacted the finances, we request you to kindly revise as follows:* *Bidders need to submit an undertaking regarding maintaining the liquidity to an amount of 80Lakhs for this contract.* *We request you to kindly allow the following: A Subsidiary Company, registered/ incorporated in India, shall be allowed to participate by using the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. Same has been allowed in tenders DMRC, Maharashtra Metro, RLDA etc.*	Not Accepted. Tender condition prevails. Not Accepted. Tender condition prevails.

K-RIDE

3	**Section-2, ITT, 3.8 (b) Page-15**	**3.8 NETWORTH:** The Bidder's net worth for the last Financial Year calculated as the difference between **total** assets and **total** liabilities **should be Positive.** The Bidder's net worth for the last Financial Year calculated as the difference between **current** assets and **current** liabilities **should be Positive.**	*Due to covid, the consultant has faced a lot of financial issues which has impacted the finances, we request you to kindly revise as follows: Net Worth of the tenderer should be positive (+) in two years during the last three audited financial years.* *We request you to kindly allow the following: A Subsidiary Company, registered/ incorporated in India, shall be allowed to participate by using the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. Same has been allowed in tenders DMRC, Maharashtra Metro, RLDA etc.*	Tender condition prevails.
4	**Section-2, ITT, 13.7 Page-27**	**The following para is added:** **In this tender, a tender security/ EMD of ₹ 5,00,000/- (Rupees Five lakh only) shall have to be paid.** The part of the EMD amount of ₹ 1,00,000/- is accepted in the form of electronic cash (not through DD/BG) and will be maintained in the pooling account provided in the e-procurement portal until the contract is closed. The payment method for electronic cash and offline modes is as under: 1. Credit Card. 2. Debit Card. 3. National Electronic Fund Transfer (NEFT). 4. Over the Counter (OTC) The balance required EMD of **₹ 4,00,000/- (Rupees Four Lakh only)** shall be furnished in the form of Bank Guarantee (BG) of any Nationalized bank/Scheduled Bank (as per RBI guidelines) payable to – **Managing Director/K RIDE**, Bengaluru. The EMD shall have to be valid for 45 days beyond the validity of the tender.	*We request your to kindly provide exemption to MSME bidders, same is being provided in tenders floated by Maharashtra Metro, Uttarakhand Metro, RLDA etc.*	Not Accepted.
5	**Form EXP-1, page-60**	**Form EXP-1: WORK EXPERIENCE CERTIFICATE**	*The language and particulars mentioned on the performance certificates is at the discretion of the issuing authority. We request you to kindly allow the bidders to fill in the details in Form EXP-1 which is to be substantiated by a client certificate as per their own format.*	The format may slightly vary. But all the required details as mentioned in the form given in the bid document must be available.
6	**Appendix-8, page-215**	**APPENDIX-B LIST OF MINIMUM KEY TECHNICAL PERSONNEL & SUPPORT STAFF**	*There are total number of 22 personnel mentioned which are to be deployed from phase 1 to 4, it will be difficult to provide the CVs of all the personnel at bid stage. We request you to kindly allow for submission of CVs of key personnel within 2 weeks of award of work to the successful bidder.* *Same has been specified in the notes section, although Fomr-6, page-56 mentions format of CV for key personnel/Key Expert*	Please refer Note-5 of APPENDIX-B of Section-8 TOR. The list of key personnel and the CVs shall be submitted at the appropriate time as mentioned in the above note in Form-5 & Form-6 as given in Section-3.

K-RIDE

7	**Appendix-8, page-215**	**APPENDIX-B** **LIST OF MINIMUM KEY TECHNICAL PERSONNEL & SUPPORT STAFF** Project Director (Max. Age:65 Years): Post Graduate/Graduate in Civil Engineering from a reputed institution, with 20 years of rich experience in various infrastructure projects, out of which, minimum 7 years in Detailed Design Consultancy works in Metro Rail projects or major infrastructure projects	*We request you to kindly modify as follows:* *Project Director (Max. Age:65 Years): Post Graduate/Graduate in Civil Engineering/Architecture from a reputed institution, with 20 years of rich experience in various infrastructure projects, out of which, minimum 7 years in Detailed Design Consultancy works in Metro Rail projects or major infrastructure projects*	Not Accepted. Tender condition prevails.
8		**General**	*We request you to kindly allow Chartered Accountant/Statutory auditor along with the registration number and valid UDN for signature on the relevant forms wherein currently only statutory auditor is mentioned.*	Certificates either from Statutory auditor or from Chartered Accountant can be submitted.
9	**IFT, 33, page-11**	**Last Date of Receipt and opening of Bids:** The tenders, complete in all respects, shall be submitted through Karnataka Public Procurement Portal https://eproc.karnataka.gov.in or https://kppp.karnataka.gov.in not later than **15.00 hrs. IST on 11/07/2023** and will be opened on **12/07/2023 at 15.30 hrs. IST**. If the office of K-RIDE happens to be closed on the date of opening of tender, the tenders will be opened on the next working day at the same time and venue.	*We request you to kindly extend the submission end date to 4 weeks after the reply to Prebid queries.*	Not Accepted. Tender condition prevails.
10	**Clause 3.2 (a) , Page 13**	**<u>Required average annual turnover (In all classes of civil, architectural, E&M system design work only</u>**): The intending tenderer / firm / company should have achieved a MINIMUM AVERAGE ANNUAL TURNOVER of ₹ 3 Crore in Five Financial Years from 2018-19 to 2022-23 (both inclusive)	*It may not be possible and practical to evaluate the turnover just from the civil, architectural, E&M system design work only.* *Thus, it is requested to consider the average annual turnover from the consultancy business instead of the current clause.* *Kindly confirm.*	Corrigendum issued.
11	**Clause 3.2, Note, Page 13**	NOTE: The tenderers shall submit certificates to this effect which may be attested certificates from the concerned Departments/Client or Audited balance sheet duly certified by the statutory Auditor / certificate from Chartered Accountant duly supported by audited balance sheet. **The Turnover certificate duly certified by statutory Auditor should be uploaded.** Financial turnover of previous years will be given a weightage of 10% per year or part thereof up to the month previous to the Bid submission month as indicated in qualification information (Tender Forms) Form FIN-2 based on the rupee value to bring them to FY: 2023-24 price level.	*In addition to the statutory auditor, the certificate submitted certified from the Chartered Accountant should also be acceptable by the client.*	Certificates either from Statutory auditor or from Chartered Accountant can be submitted.
12	**Clause 3.2, (b), Page 13**	a Work Experience: The bidders will be qualified only if they have successfully completed similar work/works as defined in clause 3.3 b during the period mentioned in clause 3.2 b, of value as given below: (i) At least three Similar Works each of value ₹ 1,00,00,000/- or more.	*Query 1: As the client is aware that there are not many metro/ Urban Rail-based Mass Rapid Transit System projects completed in last 5 financial years, thus it is kindly requested to amend the requirement to "in the ten financial years".*	Not Accepted. Tender condition prevails.

		Or (ii) At least two Similar Works each of value ₹ 1,50,00,000/- or more Or (iii) At least one Similar Work of value ₹ 2,50,00,000/- or more The tenderer / Firm / Company should have satisfactorily completed at least one/two/three similar work(s) of the value not less than that mentioned in clause 3.3 a (at FY: 2022-23 price level) in the five financial years (from FY 2018-19 to FY 2022-23 - both inclusive) and till the last day of the month previous to the month of bid submission in FY 2023-24.	*Query 2: It may not be possible to get all the information (such as scope and consulting fee) mentioned in the client certificate just for the depot scope. In many projects, DDC of depot work is part of the DDC of Metro Stations and elevated/UG corridor. It is thus, requested that certificates of those projects in which depot are part of the DDC work should also be accepted by the client.*	Not Accepted. The DDC of depot can be a part of a major work. In such a case, the value of DDC of depot shall be got certified and this value only would be considered towards the value of 'similar work'.
13	**Clause 3.3, Page 14**	NOTE: Value of successfully completed phases of any ongoing Depot design work within the period mentioned above, will also be considered towards qualification of work experience criteria, provided these phases have been tested, commissioned and put into operation. b Similar Work is defined as below: "Detailed Design for Depot of Urban Rail-based Mass Rapid Transit System" The work shall generally include design of major components of the Depot. The various activities in the work shall generally include Structural Design of Buildings and Workshops/Sheds, Inspection Bays, Mechanical, Electrical, Plumbing works, Fire-fighting Design, HVAC Design, Architectural Design, Track Alignment (horizontal and vertical) layout, System Integration and Interface Design etc. A work with important/major ones of the above activities can be considered as similar work. NOTES 1. The contract is considered as satisfactorily completed if 80% or more of the work is physically completed which is to be substantiated by a certificate from the Employer, who has awarded the contract to the Bidder and the contract amount so received should be equal to or more than the minimum value as per eligibility criteria 3.3 (a). The certificate from Project Manager of Client/Concessionaire OR Independent Engineer (Project Management Consultant of Client/Concessionaire) duly validated by the Employer/SPV/Corporation shall also be considered		
14	**Clause 3.4, page 14**	The **client certificates** along with **work orders** are mandatory for establishing the detailed design consultancy experience of the consultant. In case any of the required documents are not submitted in the required form, the work experience will not be considered as a qualifying work experience.	*We understand that along with the client certificate, either work order or the contract agreement will be acceptable by the client.* *Kindly confirm.*	Yes.

K-RIDE

15	**Clause 25.5, Page 21** **Clause 29.1, Page 22**	**If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract**, the Employer may require the tenderer to produce detailed price analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the design methods and schedule proposed. Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the **estimated cost of the unbalanced component**) in accordance with Clause 25.5 of ITT and New Clause 4.19 of the PCC.	*The client have indicated about "Employer's estimate of the cost", however estimate cost of consultancy have not been mentioned in the RFP document. Thus, client is requested to specify the estimated cost of the consultancy fee for this project.*	Estimated cost mentioned in the clause is required to work out the requirement of additional Performance Security for the unbalanced Tender prices. This exercise, if at all required, has to be performed by the Employer just before the issue of Letter of Acceptance. The bidder (who gets transformed into contractor at that stage) has no role to play in this exercise of working out of the amount of additional performance security. At the stage of bidding, this exercise need not be done at all by anyone (neither by the Employer nor by the Bidder). It has been decided not to disclose the estimated cost of this work. Hence, the same is not revealed.
16	**Clause 33, Page 22**	APPEAL The tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Karnataka Public Procurement Portal. The Employer may after giving opportunity to the parties pass such order as it deems fit and such order shall be final.	*Kindly elaborate if this "appeal" is in reference to the tender result. Otherwise please clarify.*	No. 'Appeal' mentioned in the clause refers to any discrepancy in the order (Letter of Acceptance) issued to the successful bidder.
17	**Page 32**	Stamp duties and charges: The Consultant has to bear the stamp duties and charges for agreements / registration.	*The value of stamp paper required for contract agreement and the agreement registration charges may please be specified to understand the financial implications.*	The charges mentioned in the new clause-3 of page 32 pertain to the Litigation/Arbitration.
18	**Sr.no. 6, Page 34** **Page 203** **Page 218**	Index Qualification and Experience of Key Personnel 7.1.3 The DDC shall provide CV of the all experts as per requirements specified, for the approval of Employer prior to their deployment for this assignment. Clause 5, The CVs of all personnel shall be submitted for approval, at least 1 week in advance before deployment for approval of the Employer in respect of the personnel in Table-B1, at least 2 weeks in advance before deployment for approval of the Employer in respect of the personnel in Table-B2 and at least 4 weeks in advance before deployment for approval of the Employer in respect of the personnel in Tables B3 & B4.	*It is understood from the various clauses that the CV of all the Key and Non-Key Experts are not required to be submitted along with the proposal. The CVs need to be submitted to the client before the deployment of the Key and Non-Key experts on the project for approval by KRIDE.* *Kindly confirm.*	Yes. Please refer Note-5 of APPENDIX-B of Section-8 TOR. The list of key personnel and the CVs shall be submitted at the appropriate time as mentioned in the above note in Form-5 & Form-6 as given in Section-3.
19	**Clause 1.1, Page 35**	Total value of consultancy works executed and payments received in the following five Financial Years (attach certificate from **Statutory Auditors**) 2018-2019: 2019-2020: 2020-2021: 2021-2022:	*The audited balance sheets of financial years 2022-2023 may not be available till Sep 2023, it is thus requested that requirement of data of 2022-2023 should be omitted from the RFP document.*	Please refer "FORM FIN-1: FINANCIAL DATA FOR LAST 5 YEARS" of section-3 pages:47-48

	Clause 7, Page 43	**2022-2023**: We declare and certify that balance sheets for five financial years including that for the latest concluded financial year are being submitted. OR We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for five financial years ignoring the latest concluded financial year.		
20	**General**	Utilization of Parent Company Credential	*We would like to comment that there are many Multi-national Engineering Consulting Companies having registered office in India.* *Most of such companies having multiple offices around the world work as one team, in order to utilise of their best resources on projects which may be in India or outside India. Thus, the parent company and the subsidiary companies/sister companies work together on delivering the projects successfully.* *It is, thus, requested that the bidders are allowed to submit the project experience of their parent/sister/subsidiary company and same may please be considered by KRIDE for technical proposal evaluation purpose.*	Tender condition prevails.
21	**Page 41**	(s) For the purpose of your evaluation, study, review and decision-making we are ready to let you inspect our business premises / site, etc	*The requirement of inspection of business premises should be omitted from the form, as it is not the requirement of project for the consultant to fulfil its obligation during the project or during the proposal evaluation.*	Tender condition prevails.
22	**Page 41**	(v) If our bid is accepted, we agree to establish our project office in Bengaluru and will ensure all key staff availability.	*It is understood that in case the consultant has existing office in Bangaluru, there shall not be requirement of opening separate office specifically for this KRIDE project.* *Kindly confirm.*	Yes, subject to the caveat below: However, in all likelihood, the existing office may not have sufficient room to accommodate all the new members of KRIDE project and in all probability, the existing office may be at a far-away location, quite inconvenient to the members of the team to commute to the project site. In view of this frequently observed fact, it has been mentioned to establish a separate project office. If the consultant has an office in Bangalore, if in the opinion of the Employer the existing office is not very far-away and if in the opinion of the Employer the additional accommodation sufficient enough to freely accommodate (without any congestion) all the new members of KRIDE project (including all furniture, appliances etc. and parking space for all their vehicles) is constructed/taken on rent besides/ above/below the existing office or made available by vacating a part of the office, it may be considered as a project office by the Employer, provided the additional/vacated accommodation is found adequate and

				the location of the existing office is found suitable by the Employer.
23	**Page 60**	Form EXP-1 WORK EXPERIENCE CERTIFICATE	*As the client is aware, that once the projects are completed and completion certificate have been issued by the client. It may not be possible to get the certificate issued by the clients again from the different formats, as certain client follow their specific format for issuing the completion certificate. Thus, it is requested to omit the requirement of Form EXP-1 from the RFP document.*	The format may slightly vary. But all the required details as mentioned in the form given in the bid document must be available.
24	**Clause 22, Page 84**	Defect Liability Period: 42 months	*Query 1: Kindly clarify if the DLP of 42 months refers to the 42 months from the initiation of the project or 12 months after 30 months of the project duration.* *Query 2: Kindly consider DLP for 12 months after completion of DDC services.*	DLP period is 12 months from the end of the project duration. The same has been clarified now.
25	**Clause 4.17, Page 132**	III. However, in case of emergencies/urgencies/affecting safety the period of 14 days' notice shall be 24hours notice in writing. The classification of work as emergencies/urgencies/affecting safety is the prerogative of Employer and his decision is final and binding on the Consultant. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Consultant.	*The client is requested to clarify the emergencies/urgencies and kindly elaborate on "all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Consultant" to have better understanding of the clause.*	The tender condition is self-explanatory.
26	**Clause 7.1.3, Page 203**	7.1.3 The DDC shall provide CV of the all experts as per requirements specified, for the approval of Employer prior to their deployment for this assignment. The personnel specifically mentioned so in the bid document, shall be available in the local office at Bangalore. This is essential for proper coordination, control and for managing interfaces of the work. Note: The composition of personnel for the DDC, suggested mainly in respect of "as and when required" is the suggestion of the Employer. However, the main objective is to complete various Key activities before the Key dates. In order to achieve this objective, the consultant is advised to go through the Key dates, ascertain the required rate of progress to complete the activities before the respective Key dates and engage the required number of personnel for the required duration. If the proposed/engaged personnel are found inadequate during the performance of the work, additional staff shall be provided by the DDC consultant at their own cost, to make up the progress	*It is understood that the experts involved in the design phase need not to be stationed in the Bengaluru office, however they should be available in Bengaluru on as and when required basis.*	Yes. The term "experts" in the query is taken to mean the personnel mentioned in Table-B1 of Appendix-B of Section8. All other personnel shall be stationed in Bangalore office. Please note that the term "Engagement" has been used for experts and the term "Deployment" has been used for all other manpower in Appendix-A, indicating the above intended meaning.

27	**SECTION-2: INSTRUCTIONS TO TENDERERS (ITT)** **Clause. 3.3, Note 2.**	For completed works, the value of work done shall be updated to current FY 2022-23 price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month.	*We understand the price level to be updated assuming cumulative 10% inflation = Cost of work done X (1.1)$^{(total\ number\ of\ years)}$* *Please Confirm.*	Yes. It's confirmed.
28	**SECTION-2: INSTRUCTIONS TO TENDERERS (ITT)** **Clause. 3.3, Note 2.**	The value of work done shall be inclusive of taxes, GST, duties and Price Variations.	*We request you to consider yearly Price Variations payable equivalent to inflation rate of 10% after one year of award of work till completion of work.*	The relation between the query and the clause quoted could not be understood. With regard to the eligibility criteria and Note-2 of Clause3.3 referred for clarification, as already explained in the previous query, the cost of work done is brought to the current level by multiplying with the relevant factor. As per this, only the completed cost (and not the part cost) of the work will be multiplied with the factor. All the payments are milestone based as given in Section9. The quoted price shall include all the associated elements including associated risks as given in Note-B below the Summary of Price Schedule in Section-9. Price variation due to inflation etc. fall under the ambit of associated risks. No separate payment will be made towards any element whatsoever.
29	**SECTION-5: CONDITIONS OF CONTRACT (CC) AND SPECIAL CONDITIONS OF CONTRACT (SCC) Clause. 36 and SECTION-7 PARTICULAR CONDITIONS OF CONTRACT (PCC) Clause 37.3, a, b, c**	PAYMENTS Issue of Interim Payment Certificates	*As mentioned in SCC, The Employer shall pay the Consultant within 60 days of submission of bill.* *However, as mentioned in PCC, 80% of bill payment shall be released within 20days of receipt of the bill from the Consultant and remaining 20% of bill payment shall be released within **45 days of receipt of the bill from the Consultant**.* *Please clarify the Conditions.*	The discrepancy has been corrected.
30	**SECTION-7 PARTICULAR CONDITIONS OF CONTRACT (PCC) Clause. 26.10**	**Consequences of Suspension** Suspension above 60 days will be compensated. A. As per Daily rate of wages for idle labour/employees. B. Deleted 15% above all these items to cover overhead costs.	*Please consider the condition as "If suspension is ordered by the Employer, all such suspensions will be compensated and EOT will be considered."*	Tender conditions prevail.
31	**SECTION-7 PARTICULAR CONDITIONS OF CONTRACT (PCC) Clause. 34.7**	**Adjustments for Changes in Legislation** Notwithstanding the foregoing, the Consultant shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub Clause PVC/Contract Data.	*Please provide Sub Clause PVC (Price Variation Clause) /Contract Data*	Since this tender is for services, the question of price variation clause does not arise. This has been corrected now.

32	**SECTION-7 PARTICULAR CONDITIONS OF CONTRACT (PCC)** **NEW CLAUSE-10**	**Integrated Testing and System Commissioning; ……** **Statutory Requirements:** The Consultant shall carry out all statutory tests and trials, under the supervision of the Employer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers as mentioned in the Special Conditions of Contract.	*We understand these responsibilities are with the execution Contractor under the supervision of Project Management Consultant.* *Please clarify.*	The activities mentioned in the clause are depot specific. These have been intentionally kept under the scope of this consultant. Hence, the Consultant of this work is responsible. However, the tests and trials shall be primarily done by the Contractor and role of the Consultant shall be coordination, monitoring and guidance for the tests and trials within the depots. Necessary corrections have been incorporated now.
33	**SECTION-8 TERMS OF REFERENCE, SCOPE OF WORK AND GENERAL INFORMATION 2.32**	Scope of Track Design Services for Depots on At-grade alignment, the track will be provided with 350 mm ballast cushion. The ballast shall be of 65 mm nominal size with a cushion of not less than 300 mm for test track (900m) and 250 mm in other Depot tracks.	*Details regarding Ballast cushion is not consistent. Please clarify.*	350 mm ballast cushion mentioned is for the alignment in the corridors. However, this information is provided for guidance only. This information is not relevant to quote the offer. In fact, this is one of the parameters in design of track layout and the consultant is supposed to suggest this as per the requirement.
34	**SECTION-8 TERMS OF REFERENCE, SCOPE OF WORK AND GENERAL INFORMATION** **3.12.1** **3.16.3**	**Trackwork Designer:** The Consultant shall liaise with the track work designer in relation to: Coordination on preparation of tender schedules, Technical Specifications and Tender estimate for construction contractor. **Cost Estimate for track work in the Depot:** The Consultant shall prepare cost estimate and quantities for Track, Turnout, Scissors, Crossover and other items required to complete the Trackwork in the Depot.	*Considering the details given in these Clauses, The Track design is not in the Scope of this Tender.* *Please Confirm.*	Please refer clause 3.9.8 of Section 8 : TOR, Track Design constitutes part of the scope of work.
35	**SECTION-8 TERMS OF REFERENCE, SCOPE OF WORK AND GENERAL INFORMATION 4.7**	**As-Built Drawings of the Works** The DDC shall review the contract drawings and as-built information submitted by the contractors to the Employer on a continuous basis till the date of issue of the Certificate of Completion for the construction contract. The DDC shall prepare relevant calculations reconciled with as-built conditions, and information necessary for the maintenance of the works.	*As per the Normal Practice the review of As built Drawings are made by the Supervision team / Project Management Consultants based on actual work done / measurements at site.* *We request you to please exclude this from the scope of work.*	Tender condition prevails.
36	**SECTION-8 TERMS OF REFERENCE, SCOPE OF WORK AND GENERAL INFORMATION KD22, KD24**	Obtaining IGBC Platinum Certification	*This job is a collective effort of employer, PMC, DDC and Contractor. Major roll is of work execution Contractor.* *We request you to limit the DDC responsibility to compatible Design only.*	Tender condition prevails.
37	**SECTION-8 TERMS OF REFERENCE, SCOPE OF WORK AND GENERAL INFORMATION APPENDIX-B**	Qualifications & Experience Minimum 7 years in Detailed Design Consultancy works	*Client is requested to consider experience requirement in DDC as well as in PMC, Client side (Govt. Organization) also.* *Please confirm.*	Tender condition prevails.
38	**Appendix B**	Phase 1, 2, 3, 4	*The client is requested to specify the Phase -1,2,3,4 as specified in Appendix B.*	The Phases of deployment have been mentioned in Appendix-A. Refer KD-1, KD-3, KD-7 & KD-16.

39	**SECTION-9 PRICE SCHEDULE D**	Submission of Detailed Designs and all Drawings (except As-Built Drawings) for Civil, Structural, Architectural, MEP, S&T, Plant & Machinery, Track layout drawings, Combined services drawings and revised drawings during construction, if any etc	*Detailed Designs of S&T works not included in the scope of work, hence please remove the S&T detail from Price Schedule.*	The discrepancy has been corrected now.
40	**SECTION-9 PRICE SCHEDULE E**	As-Built Drawings, IGBC Platinum Certification, Completion of supply of all personnel given in tables B2 to B4 for all man-months and completion of any balance works	*As-Built Drawings and Obtaining IGBC Platinum Certification works may please be removed from the DDC scope of work.*	Tender condition prevails.
41	**Section 8 Scope of Work, Page no-158**	Clause-2.21 Statutory approvals	*Statutory approval from concerned local authorities shall be taken by employer, DDC shall extend all help in that. Kindly confirm*	Tender condition prevails.
42	**Section 8 Scope of Work, Page no-158**	Clause-2.20 Liaising with SWC	*DDC shall liaise for the inputs from SWC, but the coordination shall be done under supervision of employer's representative. Kindly confirm*	Tender condition prevails.
43	**Section 8 Scope of Work, Page no-204**	Clause-7.5.2 Drawings prepared by DDC	*All Drawings shall be produced in CAD graphic system(2D). Kindly confirm.*	Yes.
44	**General**	Soil Resistivity	*We assume Soil Resistivity test will not be done by DDC. Kindly confirm*	Soil Resistivity is in the scope of this contract. Refer Appendix-C of section 8 : TOR
45	**General**		*Please share DPR of the project for better understanding.*	For DPR, please refer website kride.in.
46	**General**		*Please provide Land Plan showing site boundary / area and approach to the site for both the depots*	The tentative land plans showing site boundary/area have already been provided. Plans showing approach to the site have been uploaded now.
47	**General**		*Please provide the Alignment and Topographical survey in AutoCAD format.*	The DDC is supposed to design the alignment as per the land plans provided. As mentioned in Clause-2.1 of Section-8, the basic survey details of the depots will be shared to the DDC. The term 'DDC' in this clause means the successful bidder, who is awarded the work. As mentioned in the above clause, validation of these survey details falls under the scope of the DDC.
48	**General**		*Please provide Depot Operational Plan, Maintenance strategy along with staff sizing report.*	Please refer the Clause 6.7.3 -Rolling stock Maintenance Needs & Clause 6.7.4: Planning of Maintenance Facility of Section 8 TOR for relevant details. Staff sizing details are not essential at this stage of bidding process.
49	**Section-8 terms of reference, scope of Work and general information, Clause 3, 3.2.1, Page 164**	The DDC shall prepare …… designs for depot layout.	*Please confirm the maximum numbers of design alternatives to be proposed by DDC.*	The DDC shall keep on preparing the design alternatives and submitting the same for approval of the Employer unless and until the designs are approved by the Employer. There is no limit on the maximum number of design alternatives. However, if quality work is done by the team of the DDC, each subsequent alternative is expected to take lesser and lesser time and energy of the DDC as the alternatives get finetuned, if the alternatives are diligently modified as per the discussions with / suggestions given by the Employer.

50	**Section-8 terms of reference, scope of Work and general information, Clause 2.6, Page 157**	Ancillary Buildings & Staff Quarters	*Please specify the requirements of staff quarters with typology and number of required units to be provided*	The specific requirements will be given to the appointed agency (successful bidder) at the appropriate time, based on which, the DDC shall design these facilities and submit for approval.
51	**Section-8 terms of reference, scope of Work and general information, Clause 6.7.23, Page 196**	Parking Facilities	*Please specify the parking requirements (both open & closed)*	The specific requirements will be given to the appointed agency (successful bidder) at the appropriate time, based on which, the DDC shall design these facilities and submit for approval.
52	**Section-8 terms of reference, scope of Work and general information, Clause 6.7.26, Page 197**	Sheds & Buildings	*Please provide individual requirements of buildings in depot and their areas:* 1. *Administrative Building & Control centre* 2. *Training centre & BCC* 3. *Depot & line managers Office/PSD/S&T equipment maintenance offices* 4. *Crew Booking & Yard and stabling shed offices* 5. *Workshop Building Rolling stock and Depot maintenance office building* 6. *Operation Control Centre* 7. *Ancillary Buildings & Staff Quarters* 8. *Required facilities for Inspection of Rolling Stock and theirs overhauling* 9. *Stabling lines* 10. *Rolling Stock Servicing & Inspection bays etc.* 11. *Auto wash plant, control and equipment room* 12. *Wheel Lathe* 13. *Axle parking facility* 14. *Overhauling rooms* 15. *Central compressor house* 16. *Time office* 17. *Bogie storage* 18. *Depot equipment maintenance cum store* 19. *Guest house for Employer* 20. *S&T, AFC Equipment storage cum maintenance room* 21. *Server room* 22. *Stabling Shed* 23. *Inspection shed* 24. *Heavy cleaning shed* 25. *Overhaul shed* 26. *Workshop shed* 27. *Emergency vehicle shed*	The specific requirements will be given to the appointed agency (successful bidder) at the appropriate time, based on which, the DDC shall design these facilities and submit for approval.

			28. Under floor wheel lathe shed *29. Relief and rescue shed* *30. Automatic train wash plant* *31. Staff rooms* *32. S&T equipment room* *33. Distribution substation* *34. Traction substation* *35. Minor DSS* *36. Warehouse* *37. Rescue equipment store* *38. General Inspection workshop* *39. Bogie workshop* *40. Car body repair workshop* *41. Paint workshop* *42. Equipment workshop* *43. Daily / Regular inspection shed* *44. Waste disposal device* *45. Hazardous material store* *46. Garbage disposal facility* *47. Sewage treatment plant* *48. Effluent treatment plant* *49. Maintenance car shed* *50. Safety confirmation car shed Shunter garage*	
53	**General**	Submission date	*The client is requested to provide at least 3 weeks for the submission of the proposal, from the issue of the reply to the pre-bid queries.*	Not accepted. Tender condition prevails.
54		Clause 2.2 Joint Venture: Joint Ventures are not allowed for this work.	*We request you to allow joint venture for the subject work.*	Not accepted. Tender condition prevails.
55		3.3 Technical Eligibility Criteria b Similar Work is defined as below: "Detailed Design for Depot of Urban Rail-based Mass Rapid Transit System" The work shall generally include design of major components of the Depot. The various activities in the work shall generally include Structural Design of Buildings and Workshops/Sheds, Inspection Bays, Mechanical, Electrical, Plumbing works, Fire-fighting Design, HVAC Design, Architectural Design, Track Alignment (horizontal and vertical) layout, System Integration and Interface Design etc. A	*It is requested to modify/ add the requirement for this clause as follows:* **Similar consultancy can be Detailed Design Works for Detailed Design for Depot of Urban Rail-based Mass Rapid Transit System / Manufacturing Facilities or Power Projects or Factories as these projects are also similar wrt Depot i.e. PEB /Steel Buildings/ Workshop, Outdoor and Indoor utilities etc.*	Tender condition prevails.

		work with important/major ones of the above activities can be considered as similar work.		
56		Key Expert-Evaluated positions	*We understand that the project can be done from the home office with periodic site visits whenever required.* *Kindly confirm.*	As mentioned in the right-most column of the table, the services of personnel mentioned in Table-B1 of Appendix-B of Section-8 are required as and when needed in order to achieve the milestones. They are also required to attend the meetings as mentioned in the relevant clauses. It is the lookout of the DDC to decide where to station them, the duration of their deployment and whether to allow them work from the home office or not.
57	**Pg. 13, Clause 3.2 (a)**	Required average annual turnover (In all classes of civil, architectural, E&M system design work only): The intending tenderer / firm / company should have achieved a MINIMUM **AVERAGE ANNUAL TURNOVER of ₹ 3 Crore** in Five Financial Years from 2018-19 to **2022-23**	*We understand that a Financial Turnover of INR 3 Cr, is too meagre for a project of this size and importance. We would request you to enhance it to at least 50Cr. This shall encourage Big Firms to participate in this project*	The intention is not to restrict the participation to only big firms. A lot of thought process has gone into the finalisation of these figures. Tender Condition Prevails.
58	**Pg. 16, Clause 8.1**	A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing at the Employer's address or through e-mail indicated in the invitation to tender. Depending on the merits of the query, the Employer may respond to any query/request for clarification which he receives earlier than the date mentioned in the Karnataka Public Procurement Portal for queries. The **response of the Employer may, depending on the merits of the query/ clarification, be sent to the concerned tenderer**	*We understand that clarification of all queries must be responded to. Moreover, clarification to queries from any Firm, should be responded to and shared to all participating firm, by uploading the same on web portal*	Please refer to Clause-8.1 of Section-2. Tender condition prevails.
59	**Pg. 17, Clause 13**	Earnest Money Deposit	*We understand that the Companies which are registered as MSMEs, are exempted from submission of Earnest Money/ Bid Security. Kindly make the necessary changes in the RFP*	Not Accepted.
60	**Pg. 22, Clause 29.1**	PERFORMANCE SECURITY Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the Contract price **plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)** in accordance with Clause 25.5 of ITT and New Clause 4.19 of the PCC	*What is unbalanced tender? Please elaborate*	Unbalanced tender is a tender, where the quoted price is substantially on lower side in the opinion of the Employer. The same has been clearly mentioned in the bid-document. Please refer first sentence of fourth paragraph in Additional Instructions to Tenderers Clause-25.6 of ITT in Section 2.
61	**Pg. 32**	Stamp duties and charges: The Consultant has to bear the **stamp duties and charges for agreements / registration**.	*What is the stamp duty and registration charges?*	The charges mentioned in the new clause-3 of page 32 pertain to the Litigation/Arbitration.
62	**Pg. 74, Clause 36.1**	Payments shall be adjusted for deductions for payments other than recoveries in terms of contract and taxes, at source as applicable under law. The Employer shall pay the Consultant within **60 days** of submission of bill.	*We understand that 60 days, will be too much, since it shall adversely affect the cash flow of the project. We would request you to amend it to 30 days*	Tender condition prevails.

63	**Pg. 76, Clause 48.1**	If "As Built Drawings" (Completion Drawing) and/or operating and maintenance manuals are required, the Consultant shall supply them by the dates stated in the Contract Data	*We understand that the "As Built Drawings" are provided by the Construction Contractors and "Operating and Maintenance Manual" shall be provided by the equipment suppliers. DDC has no role in the preparation of these. Kindly clarify*	Tender condition prevails. Review of As-Built Drawings is in the scope of the DDC.
64	**Pg. 177, Clause 4.7**	The DDC shall **prepare relevant calculations reconciled with as-built conditions,** and information necessary for the maintenance of the works.	*We understand that the as-build drawings are to prepared by contractor, including their calculations. DDC shall review and vet the same. Kindly confirm*	As built drawings will be prepared by the Construction contractor. However, DDC shall review the same as per Clause-4.7 of Section-8. This includes reconciliation and related calculations. Tender condition prevails.
65	**Pg. 226-230**	Price Schedule - Lumpsum	*We understand that this Project involves Deployment of Experts at Site, which means 100% dedicated Engineers for the project for Phase-1-4. However the pay is lumpsum. This will not be practical to Deploying Experts at site on a lumpsum contract. We would therefore request you to kindly make it a time-based contract*	The schedule of payment clearly mentions the terms of payment. The payment is linked to deliverables, which are time based. This contract has been envisaged in a unique way, where payments are made only if there is a meaningful and useful output. This contract has not been envisaged in the traditional manner where the experts and the other manpower get paid every month irrespective of whether there is a useful output or not. The agency must achieve milestones within the key dates, in order to get the payment. Penalties for not achieving the milestones within the respective key dates have also been clearly specified. There may also be a situation where the penalty may be more than the payment, in case of extraordinary delay in achieving a specific milestone. The bidder has to quote the Lump sum Price keeping in view all these facts. It would be prudent to deploy experts, committed to deliver the output. If committed experts are there and the milestones are achieved ahead of the key dates, the agency can even get payments ahead of the time frame specified.
66			*Our Technical, Legal and Finance Team is reviewing the RFP. We may have some additional queries. We would request you to allow submission of more queries during the Prebid and thereafter, till 30th June 2023, to avoid any deficiency in the contract*	Tender condition prevails.
67	**Section-5 Clause No. 13.1, Page 71**	"The Consultant shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Consultant".	*The Consultants wish to inform the client that normally Insurer denies generating Policy in the Joint name of the Employer.* *Therefore, we request the client to kindly amend the existing clause as hereunder,* ***"The Consultant shall prior to commencing the works, effect and thereafter maintain insurances, in the name of the Consultant".*** ***Please confirm the same.***	Tender condition prevails.
68	**Section-5 Clause No. 13.1, Page 71 &**	13.1 The Consultant shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Consultant, **(cover from the first working day**	*There is a mismatch in the Coverage Period of Insurance in these clauses we understand that insurance must* ***cover from the first working day after the Commencement Date to the end date of Contract period.***	The referred clause in Section-5 pertains to work related insurance (Geo-Technical Works etc.)

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	Section-6 Clause 13.6 / PCC Insurance on Page 94	**after the Commencement Date to the end date of Contract period),** The Consultant shall provide to the Employer, within 28 days of the Commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability cover shall be for a sum of not less than [6% (Six per cent)] of the Contract Price and ***shall be maintained until the end of the Defects Liability Period.***	***Please confirm the same.***	Whereas, the clause referred in Section-7 pertains to professional liability cover.
69	**Section-7 Clause 13/CC Insurance on Page 94**	***Waiver Of Subrogation*** All insurance policies in respect of the insurance obtained by the Consultant pursuant to this Insurance clause shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Employer, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.	*The consultants wish to inform client that the due to said clause there is extra cost of insurance premium will added in the form of additional premium cost.* *Therefore, we request the client to kindly remove this clause.*	Tender condition prevails.
70		**Cross Liabilities** Any such insurance maintained or effected in pursuance of this Insurance clause shall include a cross liability clause such that the insurance shall apply to the Consultant and to the Employer as separately insured.	***Please confirm the same.***	
71	Sl. No. 23 of "Contract Data", page no. 84	Minimum amount of third-party insurance (13.8 / PCC) ***INR 10 Lakhs per occurrence without any upper limit for occurrence.***	*The Consultant would like to inform the client that in case absence of any upper limit there will be an issue obtaining insurance as the amount of premium is always being decided on the basis of Amount Insured and without any upper cap.* ***Therefore, the consultants would like to request the client to fix an upper limit for this.***	Tender condition prevails.
72	page no. 97 of Section-7 description Sl. No. 13.9	**13.9 Insurance for Consultant's Personnel** The Consultant shall abide by the provisions of ESIC Act, 1948 (extended from time to time) to take care of insurance against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, or disease. In addition, the Consultant shall also maintain insurance against liability for claim of death of any person employed by the Consultant or any other of the Consultant's Personnel.	*The Consultants understand that all these requirement is covered under PII, WC and Third Party Insurance and there is no need to take any other additional insurance.* ***Please confirm the same.***	There is no need of purchasing any separate insurance for the personnel covered under the referred Acts. However, the insurances mentioned in the earlier queries are necessary.