

## CLARIFICATION TO PREBID QUERIES

NCB Bid Document No..HQ/EN/EC/NKWD-NGAQ/TRACK- System/PMC dated 22.6.2012

| SN | Section   | Page No. | Para No.             | Point for clarification  | DFCCIL Response   |
|----|-----------|----------|----------------------|--|---|
| 1. | Section-I | 7        | 6                    | A 4 weeks period may please be provided for submission of a viable bid after issue of clarification of points raised in pre bid meeting  | Bid Submission date has been postponed to 22.8.2012. Please refer to addendum No. 1   |
| 2. | ITC       | 13/14    | 1.2.2                | A large number of PMCs may have two of the 3 disciplines involved i.e. track and signalling or track and OHE. The eligibility criteria in such cases may please be defined.  | Provision of bid document shall prevail.  |
| 3. | ITC       | 18       | 1.5 (f)              | Please confirm that the clause is applicable in the case of contractor and not if such consultancy is provided to any bidders for construction contract for this section<br>Also since the tender for the track work is under evaluation and the tender for the signalling and telecom work; traction power supply. SCADA, OHE etc. is not yet floated, the conflict of interest will not be applicable. The same will be applicable when these contracts and the PMC contract is finalised . please confirm | It is agreed that the conflict of interest will be applicable as and when the contract for track work , system works and PMC are finalized/awarded.<br>The consultant eventually awarded to provide consultancy for this project shall be disqualified for subsequently providing goods or work or services related to the construction and operation of this project and any breach of this obligation shall be construed as conflict of interest. |
| 4. | ITC       | 19       | 1.6 (b) iv           | As associations are normally formed after study of the RFP and clarification in pre bid meeting bid document may be allowed to be purchased in the name of the lead party.   | Please refer addendum 1.  |
| 5. | ITC       | 20/21    | 1.6b (x) and (xviii) | Registration of JV agreement is a very long drawn out process and may not be made essential, in view of Joint and Several responsibility covered by consortium/ Joint venture agreement.   | Provision of bid document shall prevail.  |
| 6. | ITC       | 26       | 4.4(iii)             | Work plan mentioned here is not covered by documents to be submitted as per para 4.3.1 of  | Please refer addendum 1.  |

| SN  | Section                 | Page No. | Para No.       | Point for clarification  | DFCCIL Response                          |
|-----|-------------------------|----------|----------------|--|--|
|     |                         |          |                | ITC  |  |
| 7.  | ITC                     | 30       | 5.6.6.2 (ii) a | This clause is not in agreement with clause 6.3.8 of GCC on page 162. For visit of PMC personnel outside the project area cost of their stay and per diem may also please be covered along with the cost of travel as is implicit in GCC   | Provision of bid document shall prevail  |
| 8.  | Data Sheet attachment 1 | 38 to 40 |                | <p>Provision in clause 1.4 (1.4.2, 1.4.3, 1.4.4., 1.4.6, and 1.5.1 as also note (ii) below all forms numbered 5A are contradictory to the following provision in RFP</p> <ul style="list-style-type: none"> <li>• Note no. (iv) and (vi) on page 15 of ITC</li> <li>• Para 4.3.1 on page 24 of ITC</li> <li>• Para 1.2 sub item 18 of data sheet attachment 1 on page 37</li> <li>• Form 1A Para 5 (ii) and (iv) on page 52</li> </ul> | Please refer addendum 1                  |
| 9.  | Data Sheet attachment 2 | 44-45    | 4.0            | The list of furniture and equipment covers furniture but only one item of equipment i.e. digital document system. The list does not cover computers/ laptops, printers, internet etc. or the associated software. The provision of these items is also not covered in the items of Financial bid form 10(ii) on Page 92. Please clarify as to who will bear the cost of installation of this equipment.                                | Please refer addendum 1                  |
| 10. | Data Sheet attachment 2 | 45       | 5.0            | From point of view of confidentiality, please consider provision of office attendants and messenger by consultant instead of by contractor.  | Provision of bid document shall prevail. |
| 11. | Data Sheet attachment 2 | 46       | 6.3            | Provision has been made for a few minibus probably to ferry and drop field people at different location. Our experience is that this system does not work as each of such personnel has to move to different sites on the same day. Type A/c type vehicles may be more appropriate.  | Provision of bid document shall prevail. |

| SN  | Section                     | Page No.    | Para No.         | Point for clarification  | DFCCIL Response  |
|-----|-----------------------------|-------------|------------------|--|--|
| 12. | Form 5A                     | 63          | 1/15             | PM and RE's are proposed with same qualifying criteria for ex Rly people which may have problems of co-ordination.   | Provision of bid document shall prevail. Length of professional experience is different in both cases. |
| 13. | Form 5A                     | 63-77       | All              | It is requested that maximum age limit may be relaxed for Ex Rly personnel to their extent of experience in PMC or execution of projects – of course subject to physical fitness   | Provision of bid document shall prevail.   |
| 14. | Form 10<br>Section 4<br>TOR | 91<br>121   | 7.2              | Provision for 1 CADD operator may not be adequate. Another CADD operator may please be provided  | Provision of bid document shall prevail.   |
| 15. | Form 10                     | 91          | Note 3           | Please confirm that personnel of PMC will avail of a weekly rest as also Govt. Gazetted Holidays and will be allowed to accumulate such unavailed rests/ holidays to enable them to visit their home town occasionally.  | The proposed modification is not accepted  |
| 16. | Form 5A<br>Form 10A         | 63-77<br>91 | All Note No. 5&6 | Please confirm that for ex rly personnel, 2/3 year apprenticeship with IR will be considered equivalent to Diploma Engineering.  | The proposed modification is not accepted.   |
| 17. | Form 10                     | 92          | Part II          | Requirement of international communication has been given against sub item 4. This may please be reviewed.   | Please refer addendum 1. Form 10 has been revised  |
| 18. | Section 4<br>TOR            | 116         | 5.5 (vi)         | <p>a) No test check has been specified for Experts, who are largest chunk of PMC</p> <p>b) It is not practicable for a PM to carry out any test check of measurement, in view of heavy responsibilities of coordination amongst all disciplines with 4 RE's as also with client and other external agencies.</p> <p>c) It is therefore suggested that measurement test check may be---</p> <ul style="list-style-type: none"> <li>• 100% by field Engineer</li> <li>• 20% by Expert</li> </ul> | Please refer addendum 1  |

| SN  | Section       | Page No.  | Para No.    | Point for clarification   | DFCCIL Response   |
|-----|---------------|-----------|-------------|---|---|
|     |               |           |             | <ul style="list-style-type: none"> <li>5% of every alternate IPC by RE</li> </ul>   |   |
| 19. | Section 4 TOR | 126       | Annexure 2  | Please advise whether Engineer's facilities will be provided by Track or by Electrical contractor   | Please refer to the provisions in the Bid document Data Sheet Attachment 2 page 41 and 47 which clearly states that the facilities will be provided by System Contractor.<br>Till such time System contract is in place Office arrangement will be made by the Consultant and payment will be made as per provision of Form 10 (iv) page 92. Vehicle for PMC shall be provided by Employer till such time the System contract is not in place. (Refer para 8.0 page 47) |
| 20. | Section 5 GCC | 158 & 159 | 4.2.4 4.4   | The clauses are not in agreement with each other and may please be clarified. The 20% cut in emoluments even when a change is done at the instance of DFCC may not be reasonable as personnel are to be mobilized only after approval of CV by DFCC. This provision may please be reviewed. | Proposed modification not agreed to. Clause 4.2.4 deals with a situation when the personnel is found to be incompetent etc. whereas clause 4.4 deals with the substitution of key personnel under compelling circumstances beyond the control of consultant and concerned key personnel.  |
| 21. | Section 5 GCC | 158       | 4.2.5       | Escalation provided is inadequate and may please be linked with Consumer price index as has been done by RVNL.  | Provision of bid document shall prevail.  |
| 22. | Section 5 GCC | 158 161   | 4.2.6 6.3.4 | Provision in the 2 clauses is not in agreement with each other. Ceiling of 25% may not be applicable in view of—<br>Escalation clause.<br>Extension clause for the PMC currency for   | Please refer to addendum No. 1. Clause 4.2.6 has been amended.  |

| SN  | Section               | Page No.      | Para No.             | Point for clarification  | DFCCIL Response   |
|-----|-----------------------|---------------|----------------------|--|---|
|     |                       |               |                      | reasons not attributable to PMC.   |   |
| 23. | Section 5<br>GCC      | 159           | 4.6.1                | This clause is in direct contradiction of Form 5A and note 5&6 below form 10 and may please be clarified.  | Please refer to addendum No. 1 (Clause 4.6.1 deleted)   |
| 24. | Section 5<br>GCC      | 162           | 6.3.9                | Provisions in this clause are in contradiction of clauses on Escalation and the method of payment in GCC and may please be reviewed  | There is no contradiction clause 6.3.9 clearly states that unless otherwise provided in the contract such rates will be fixed. So Clause 4.2.5 regarding escalation shall prevail whenever escalation is due. |
| 25. | Section 5<br>GCC      | 163           | 7.2.2                | A propose LD on PMC on account of delay by construction contractor is unjustified and may please be reviewed.  | Please refer addendum 1   |
| 26. | Section5              | 164           | 7.2.3                | It is human to error by oversight. We have so many examples in front of us every day. Mistakes by oversight have to be corrected at the first opportunity. A heavy penalty, as mentioned in this clause is not justified and may please be reviewed.   | Please refer addendum 1.  |
| 27. | Section1<br>Section 2 | 6<br>13<br>19 | 1<br>12.2(i)<br>1.6a | Since it is mentioned that only companies registered in India will be allowed to participate in this tender. We request the Client to confirm. AYESA India Private Limited is a 100% owned subsidiary of AYESA International, one of the group companies of Agua Y Estructuras S.A. (AYESA). AYESA operates through various group companies provide engineering services in various fields. In such an event, we request the Client to kindly confirm whether AYESA India Private Limited can claim the technical and the financial capability of AYESA Group with an undertaking provided by AYESA Group that in case the project is awarded to AYESA India Private Limited, all necessary support (technical | Provision of bid document shall prevail. Refer clause 1.6 (a) (vi) , (xxiii). Only Experience of the member firm of JV shall be considered and not of the Group company.                                      |

| SN  | Section                | Page No.       | Para No.                 | Point for clarification  | DFCCIL Response   |
|-----|------------------------|----------------|--------------------------|--|---|
|     |                        |                |                          | & financial) will be provided to ensure the time completion of the project.  |   |
| 28. | Section 2              | 14             | 12.2ii) Note 3           | We request the client to allow similar project management consultancy projects undertaken by the consultants for private clients as Eligible Assignment.   | Proposed modification not agreed. Provision of bid document shall prevail.  |
| 29. | Section 2<br>Section 3 | 15<br>32<br>51 | 12.2iv)<br>11.2<br>5(vi) | Please confirm that Form 5A, Form 5B and Form 5C are not required to be submitted at the proposal stage.<br>A period of 40 days for mobilization is inadequate. Please note in most of the cases, the Sr. Experts will either be engaged in some other project within the company or will be hired, in both the cases, these experts have to serve a notice period of more than 3 months. In such an event, the consultant will not be in a position to mobilize their experts in 40 days. | Please refer addendum 1.<br><br>Form 5A, Form 5B and Form 5C <b>are required</b> to be submitted at the proposal stage.<br><br>The proposed modification for increasing the period of mobilization is not accepted. |
| 30. | Section 2<br>Section 3 | 15<br>51       | 12.2v)<br>5(iii)         | It's a normal practice in consultancy services that the staffing schedule is prepared by the consultant in consultation with the Client and not the other way round. Please confirm.   | Provision of bid document shall prevail.  |
| 31. | Section 2              | 15-<br>16      | 12.2vi)                  | Please confirm that Form 6 is not required to be submitted at the proposal stage.  | Please refer addendum 1. Form 6 is required to be submitted at the proposal stage.  |
| 32. | Section 2              | 17             | 1.3.1                    | We request the client to conduct an official site visit for all the potential bidders.   | Bidders are requested to contact CPM/MGS (Mobile No. 07897412000), for site visit.  |
| 33. | Section 2              | 24             | 4.3.1                    | Form 2—Power of Attorney: We have a general power of attorney issued overseas, which covers all the aspects as mentioned in form 2 and is also legalized by Indian Embassy in the Parent Country and Apostilled under the treaty of the Hague. We request you to please confirm, if it will be accepted in place of Form 2.  | Please refer addendum 1.  |

| SN  | Section                 | Page No. | Para No.          | Point for clarification  | DFCCIL Response  |
|-----|-------------------------|----------|-------------------|--|--|
|     |                         |          |                   | We understand that Form 8—Form of Performance Security will be submitted only if the project is awarded. Please confirm.   | Please refer page 32 clause 10 of the Bid document which stipulates that performance security will be submitted only if the contract is awarded. |
| 34. | Section 2               | 31       | 6.2               | As indicated in 12.2 (vi), we understand that at the proposal stage, the consultants are not required to the Approach & Methodology will be discussed.   | Refer to reply of S. No.31 above. Preliminary Approach and methodology is required to be submitted.  |
| 35. | Section 2<br>Section 3  | 31<br>51 | 10.1<br>2(i)      | Since the JV needs to be registered which takes approximately 15-30 days, followed by opening of a bank account and other statutory requirement. It will be difficult to submit the Bank Guarantee as a Performance Security in the name of the JV within 28 days from the receipt of the notification of award.   | Provision of bid document shall prevail.   |
| 36. | Section 2               | 32       | 11.2              | A period of 15 days for mobilization and commencement of project is inadequate. Please note in most of the cases, the Sr. Experts will either be engaged in some other project within the company or will be hired, in both the cases, these experts have to serve a notice period of more than 3 months, in such an event, the consultant will not be in a position to mobilize their experts in 40 days. | Provision of bid document shall prevail.   |
| 37. | Data Sheet Attachment 1 | 36       | 1.2(10)<br>12(11) | We understand that Form 5 is not required to be submitted.<br><br>Form 4 A (which stand deleted) and 4B are not relevant to the financial data of the company  | Already clarified in reply to S.No. 29 above.<br><br>Form 4B stands deleted. Please refer addendum 1.  |
| 38. | Data Sheet Attachment 1 | 38       | 1.4.3(1)          | Since the project will be awarded to a consultant based on the least quoted price, it is requested to kindly relax this criteria. A firm having even one   | Proposed modification not agreed to.<br>Please refer clause 1.4.6 and  |

| SN  | Section                 | Page No. | Para No.                   | Point for clarification   | DFCCIL Response   |
|-----|-------------------------|----------|----------------------------|---|---|
|     |                         |          |                            | eligible assignment must be given maximum marks. The same is followed by many Railway Clients like RVNL, IRCON, KRCL where the project is awarded on the least cost basis.  | 1.4.7at page 38 which refers to short listing of consultants.   |
| 39. | Data Sheet Attachment 1 | 38       | 1.4.3 (2&3)                | As per section 2 clause 12.2(iv) & 12.2(vi) it is understood that at the proposal stage. Form 5 and Form 6 are not required to be submitted.  | Already clarified in reply to S.No.31 above.  |
| 40. | Section 1               | 19       | 16 b (vi)                  | In case a JV is formed between the Indian Subsidiary Company and the Group Company can the subsidiary company claim the financial capability of the Group Company.  | Provision of bid document shall prevail. (Refer para 1.6 (b) (vi), (xxiii), (xiv).                    |
| 41. | 2                       | 12       | 1                          | How does DFCCIL propose to fund this project?   | This project is funded by Ministry of Railway, Government of India.                                   |
| 42. | 2                       | 19       | 1.5(g)                     | What is the definition of the word "Same Project". Is it pertaining to East Corridor or entire DFCCIL corridor  | 'Same Project' means the particular project.  |
| 43. | 2                       | 15       | 1.2.2 v                    | Is signature of key personnel required during submission of bid document ? kindly clarify.  | Please refer to form 5C page 81 which clearly indicates that CV is to be signed by the Key Personnel. |
| 44. | 2                       | 41       | Attachment 2 of data sheet | We understand that "System Contractor" means agency for the execution of the design, procurement, construction, supply, installation, testing and commissioning work. Kindly clarify                              | Please refer clause 2.5 page 134 for scope of work to be done by System Contractor.                   |
| 45. | 3                       | 62       | Form 4C                    | Does this mean that experience with private firm shall not be considered?<br>If yes, it is requested to consider the certificate of substantial/ completion issued by PSU and limited/ Private Ltd. Company also. | Provision of bid document shall prevail.  |
| 46. | 2                       | 13       | 1.2.2                      | Will the credential of parent/sister/holding companies be considered?   | Refer para 1.6 of Section 1 page 19.  |
| 47. | Section-2:              |          | 1.2.2                      | Can a firm registered with RBI as Liaison Office apply  | No, please refer to provision of the bid document.  |



| SN  | Section    | Page No. | Para No.     | Point for clarification   | DFCCIL Response   |
|-----|------------|----------|--------------|---|---|
|     |            |          |              | Can a 100% owned Indian subsidiary apply using the technical experience and financial strength of parent company  | please refer to reply to S.No.27 above  |
| 48. | Section-2: |          | 1.2.2        | Is government or quasi-government organization of foreign country included  | Yes.  |
| 49. | Section-2: |          | 1.2.2        | Our financial year is from January to December. Therefore, the audited balance sheet of Dec. 2011 will be available in August 2012. Can we submit provisional balance sheet certified by auditor for 2011.  | Provisional Balance Sheet certified by the Auditor shall be considered.   |
| 50. | Section-2: |          | 4.4<br>1.2.2 | These are long duration projects and key expert are likely to remain at project site. Replacement is sometimes unavoidable. There should be no curtailment in fee structure.  | Provision of bid document shall prevail.  |
| 51. | Section-1  |          | 6.           | Please give Time Span of at least month after issuing the minutes of the meeting for submitting the bid   | Please refer to Addendum 1  |
| 52. | Section-2: |          | 1.4          | Just a suggestion that the selection process should be QCBS rather than L-1   | Provision of bid document shall prevail.  |
| 53. |            | 24       | Clause 4.3.1 | Suggest that we do not need to submit "Approach & Methodology" for the project and "CVs of Key Personnel", whereas Pg 38, Clause 1.4.3 suggest that Marks have been allotted for evaluation of the Methodology and CVs. We understand that we will need to deploy Key Personnel as per the specified requirement of DFCC and the Methodology have to be prepared in discussion with DFCC and Contractor (Pg 15/ Clause 1.2.2/vi.) | Please refer to addendum No. 1. Preliminary Approach and methodology and CV of key personnel is required to be submitted with the technical proposal. |
| 54. |            | 83       | Form No.7    | We request to amend this as from 2008-2009, 2009-10, 2010-11  | Provision of bid document shall prevail.  |
| 55. |            | 155      | Clause 3.4.2 | We request to amend this clause as "maximum liability would consultancy fee value"  | Provision of bid document shall prevail.  |
| 56. |            | 156      | Clause 3.5.2 | We request you to change minimum coverage   | Provision of bid document shall   |

| SN  | Section | Page No.    | Para No.     | Point for clarification   | DFCCIL Response                          |
|-----|---------|-------------|--------------|---|--|
|     |         |             | a            | would be as per % of the contract value   | prevail.                                 |
| 57. |         | 158         | Clause 4.2.4 | We request every replacement with equally or better qualified and experienced person  | Provision of bid document shall prevail. |
| 58. |         | 158         | Clause 4.2.5 | We request to change this clause as every 12 months instead of 18 months.   | Provision of bid document shall prevail. |
| 59. |         | 160         | Clause 5.3   | We request taxes and duties will be applicable as per prevailing rates  | Provision of bid document shall prevail. |
| 60. |         | 160/<br>161 | Clause 6.3.1 | We request to change the mobilization advance payable to consultant will be free of interest and will be paid upon submission of an advance payment BG by the consultant the advance will be set of in 24 monthly installments. The advance payment BG will be released to the consultant upon successful adjustment of the mobilization advance. | Provision of bid document shall prevail. |
| 61. |         | 161         | Clause 6.3.3 | We request to change 95% monthly payment as actual deployment of personnel and balance 5% on construction stage.  | Please refer to addendum No. 1           |
| 62. |         | 163         | Clause 7.1.1 | We request to change this clause as the security deposit of the consultant will be refunded to 2 months after date of signing of contract and commencement of services  | Provision of bid document shall prevail. |
| 63. |         | 164         | Clause 8     | We request to change liability period would be 12 months from the completion date of system contract  | Provision of bid document shall prevail. |
| 64. |         | 7           | Clause 6.0   | The submission time given by you for the proposal is very less. We request to extend the bid submission data two weeks from the date of reply of pre-bid query.   | Please refer to addendum No. 1           |