

Dated 19.12.2016

**RESPONSES TO PRE-BID QUERIES OF THE BIDDERS  
FOR  
“PROJECT MANAGEMENT CONSULTANCY SERVICES FOR KHURJA – PILKHANI SECTION OF EASTERN  
DEDICATED FREIGHT CORRIDOR PROJECT-3”**

**RFP No.: HQ/EN/Procurement/PMC/KRJ-PKY dated 25.10.2016**

Sl. No.	Reference Part, Section	Page No.	Para No./ Clause No.	Clarification sought by the bidder	Response to query
1.	Part-I, Section 2 ITC, Datasheet	22, 23	21.1	<p>Evaluation of the Full Technical Proposals (iii) Key Experts "Category 'A' and 'B' "qualification and competence</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (General education, training, and experience) 20%</p> <p>2) Adequacy for the assignment (relevant education, training, experience in the sector, similar assignments) 70%</p> <p>3) Relevant Experience in region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organisation, etc.)10%</p> <p><b>Query:</b> Education, training and experience considered in 1) &amp; 2) sub-criteria. Clarity is sought as to how evaluation will be done for sub- criteria as it is not in</p>	No incoherency is noticed. Minimum qualification and experience mentioned in TOR para 6.0 (c), at page 67, 68 of RFP with addendum, if any shall be the basis of evaluation of key experts as per ITC Data Sheet Item no. 21.1(iii), sub items 1) and 2).

				coherent with minimum qualification and requirement as stipulated in page 68 of RFP.	
2.	Part-I, Section 2 ITC, Datasheet	22	17.1, 17.9	The Proposals must be submitted no later than: Date: 06.12.2016 Time: 15:00 hrs. <b>Query:</b> We request that bid submission date should be extended 4 weeks from date of the written response of pre bid clarifications by DFCCIL.	Reasonable time to take an amendment into account in the proposal will be given in accordance to sub clause 13.1.2 of ITC. Please refer ITC Clause 17.9 and 19.1.
3.	Part -I, Section 7, TOR,	64	Para 5.0 b (xv)	Any other item as desired by the client. <b>Query</b> Please specify, desired items.	The provision has been kept to include the same in the monthly progress report during project execution as per requirement of the client for the item not anticipated at this stage.
4.	Part-I, Section 7, TOR	68	Para 6.0 c, Key expert- Category y-A, Note no. 8	As per the RFP the qualifications required for the Chief Design and Construction Engineer (RAMS) is B. Tech in electrical/ Electronics / Mechanical <b>Query</b> We request to add graduate in any discipline.	The provision mentioned in RFP shall prevail.
5.	Part-I, Section 7, TOR	68	Para 6.0 c, Key expert category B	<b>Query</b> <b>Key Expert Category B</b> It is requested that for category B (Where the deployment is higher) the requirement of International experience is removed or reduced to 3 years and 1 project from 5 years and 2 projects.	The provision mentioned in RFP shall prevail.
6.	Part-I, Section 7, TOR	68-70	Para 6.0 c, Non Key expert category C & D	<b>Query</b> <b>Non key Expert Category C &amp; D</b> It is requested that Diploma holders be allowed in these categories.	The provision mentioned in RFP shall prevail.
7.	Part-I, Section	74	Para 6d	CV approval <b>Query</b>	The provision mentioned in RFP shall prevail.

	7, TOR			In case of cv approvals during the execution, there is a requirement to provide documents related to the experience/ employment. Many times the low grade staff have been finding it difficult to obtain such employment/ client certificates for the long older employments if they are not readily available with the them. We suggest to waive off such requirement for Category C to F.	
8	Part-I, Section 7, TOR	74	Para 6 d	<p>PMC Team</p> <p><b>Query</b></p> <p>We suggest that if contractor opens additional fronts for supervision more than the plan and if it requires additional staffing from PMC, we suggest DFCC to consider such additional man months as extra which will be deployed after prior approval of DFCC.</p>	Consultant technical proposal for deployment is for completion of project as per its own assessment within the given timelines. Deployment of additional man month will be dealt as per variation procedure included in the contract.
9	Part-I, Section 7, TOR	80	Para 7.11	<p>Transport for the Engineer</p> <p><b>Query</b></p> <p>If contractor opens additional fronts for supervision more than the plan and if it requires additional staffing from PMC, we suggest DFCC to consider additional vehicles for such increased supervision load.</p>	As per TOR, minimum number of vehicles to be included in the technical proposal for evaluation purpose has been mentioned. It is also mentioned how to account for, in case consultant make provision for less number of vehicles. However, Consultant is free to keep vehicle months as per their own assessment for project completion. Any increase in vehicle months during project execution shall be dealt under variation clauses included in the contract.
10	Part-I, Section 7, TOR	81	Para 9.	<p>Working Hours:</p> <p>PMC Team will work from Project site office and will normally follow working hours being. Followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26<sup>th</sup> January, 15<sup>th</sup> August, 2<sup>nd</sup> October will be paid holidays for PMC Team working on the</p>	The provision mentioned in RFP shall prevail.

				project during the period. <b>Query</b> We request that PMC teams should be allowed to avail holidays as per the list of Holidays of the CPM office in the project.	
11	Part-I, Section 7, TOR	81	Para 9.	Working Hours PMC Team will work from Project site office and will normally follow working hours being followed by the DB contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26 <sup>th</sup> January, 15 <sup>th</sup> August 2 <sup>nd</sup> October will be paid holidays for PMC team working on the project during the period. <b>Query</b> We suggest that If PMC staff are required to work beyond 8 hours to align with the contractor's programme of night shift, the extra hours shall be compensated.	Working hours of DB contractor is also same as prescribed in RFP for PMC. The provision mentioned in RFP shall prevail.
12	Part-I, Section 7, TOR Annexure – 1	83	Annexur e-1 to TOR	It is mentioned in various paras that some part of work will be executed by IR <b>Query</b> What will be the role of PMC in those areas? Please confirm.	Kindly refer para 2.3, 3.2 & 3.5 in general and specifically 2.3J, 3.5 q, 3.5 ad in this regard.
13	Part-II, Section 8, GCC	107	cl. 14	Unless terminated earlier pursuant to Clause GCC 19 hereof, this contract shall expire at the end of such time period after the Effective Date as specified in the SCC. <b>Query</b> We request to modify the same, as follows, "Unless terminated earlier pursuant to clause GCC 19, thereof, this contract shall expire at the end of such time period after the Effective Date as specified in the SCC and once all payments due to the consultants has been made."	The provision mentioned in RFP shall prevail.
14	Part-II,	108	Cl. 16.1	16.1 Any modification or variation of the terms and	Normally more than 15% variation is

	Section 8, GCC		& 16.2	<p>conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between parties. However, each party shall give due consideration to any proposals for modification or variation made by the other party. 16.2 in cases of substantial modifications or variations the prior written consent of the Bank is required.</p> <p><b>Query</b> CL 16 of GCC states modification allowed only by way of written agreement between the parties. Also, Cl 16.2 of GCC confers that Substantial variations be referred to bank for approval. Please define "Substantial variation". Further what will be the time period for approval of such variations?</p>	<p>considered as substantial by World Bank.</p> <p>Time taken in approval depends upon merit of the case. Client shall give decision on the best effort basis.</p>
15	Part-II, Section 8, GCC	109-110	Clause 19.1.1 (e),	<p>If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.</p> <p><b>Query</b> Kindly delete this clause.</p>	The provision mentioned in RFP shall prevail.
16	Part-II, Section 8, GCC	110-111	Cl. 19(e)	<p>Payment upon Termination Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditure for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42.</p> <p><b>Query</b> It is mentioned therein that payment of services satisfactorily performed. Please elucidate the term Satisfactorily performed as we understand that in case of termination there will be substantial work that he PMC must have performed and few activities that might be in the stage of performance. How will these be assessed?</p>	The provision mentioned in RFP shall prevail.
17	Part-II,	113	Cl. 27.1	"... all reports and relevant data and information such	The provision mentioned in RFP shall

	Section 8, GCC			<p>as maps, diagrams, plans databases other documents and software supporting records of material compiled or prepared by the consultant for the client in the course of the services shall be confidential and become and remain the absolute property of the client.</p> <p><b>Query</b> We suggest following amendments “... all reports and relevant data and information such as maps, diagrams, plans , database , other documents and software supporting records or material compiled or prepared by the consultant for the client in the course of the services shall be confidential and become and remain the absolute property of the Client upon payment of fees to the consultant.</p>	prevail.
18	Part-II, Section 8, SCC	127	<p>SCC Clause 42.3 &amp; GCC Cl. 42.3</p>	<p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the contract Effectiveness date) by applying the following formula.....</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the contract) by applying the following formula.....</p> <p><b>Query</b> (1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months( and the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the bid submission date) by applying the following Formula.....</p>	The provision mentioned in RFP shall prevail.

				<p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months ( and for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the bid submission date) by applying the following formula.....</p> <p>(3) We suggest that the annual escalation should be considered on the reimbursable costs every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the bid submission date) by applying the following formula.....</p>	
19	Part-II, Section 8, GCC	118	Cl. 45.1(c)	<p>The client shall pay the Consultant's invoice within sixty (60) days after the receipt by the client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from Payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultant, the client may add or subtract the difference from any subsequent payments.</p> <p><b><u>Query</u></b> Kindly confirm that consortium/JV members can invoice and receive corresponding payments separately. This has been accepted in other DFCC PMC Contracts.</p>	Consultant can provide details of account no. for each currency of payment along with beneficiary during the contract negotiation and included in the contract agreement. However invoices must be submitted by Authorised representative of Consortium/JV on behalf of Consortium / JV.
20	Part-II, Section 8, SCC	124	Cl. 20	<p>Add Sub Clause 20.1 (i) "20.1 (i) Deficiency in service: the following shall constitute deficiency in service but the list is not exhaustive. (A) Deficiencies in the services leading to termination (a) Acting in collusion with contractor in making remarks on variation statement fixation of rates of new items etc. (b) Certifying payment for work in excess of the</p>	Provision of RFP shall prevail.

				<p>work actually executed.</p> <p>(B) Deficiency in service leading to penalties:</p> <p>(a) Errors in variation statements.</p> <p>(b) Not keeping proper records regarding quality control, inspection, rejection/ rectification of work etc.</p> <p>(c) Refusing to give reasons for decisions when called for by the client.</p> <p>(d) Not ensuring safety of work endangering public life/ train movement on adjacent RI Track.</p> <p>(e) Certifying payment for works not yet executed.</p> <p>(f) Not exercising required check on permanent/ temporary works.</p> <p>(g) Permitting subletting of any part/ major without authorization.</p> <p>(h) Frequent replacement of personnel / professionals of the consultant</p> <p><b><u>Query</u></b></p> <p>We suggest that Point (B) – (c) – PMC would provide its views and comments in the areas and the authorities defined in the PMC contract and D&amp;B contract. However, certain decisions are to be taken by the Employer as per D&amp;B Contract.</p> <p>Point (B) (d) - It is the responsibility of the contractor to ensure safety of work endangering public life/ train movement on adjacent IR track. PMC is only responsible to review the safety methods and procedures proposed by the contractor.</p> <p>Point (B) – (f) and (g) - we suggest to mention clearly measurable indicators to measure this as a general definition would amount to misinterpretation during the execution.</p> <p>Please confirm the above.</p>	
21	Part-II,	126	CI 33.2	Add new sub clause	This clause pertains to remuneration



	Section 8, SCC			<p>“33.2 (a) - in case of experts under category F, there will not be any impact on remuneration rate payable to the expert replaced.</p> <p>33.2 (b) - in case of experts under category A,B,C,D &amp; E if there is a replacement of expert for the first time there will not be any impact on remuneration rate payable to the experts. However, in case of subsequent replacement of experts under category A, B, C, D &amp; E the remuneration rate will be limited to 90% of remuneration rate payable otherwise. However, if replaced experts remains in service for a continuous period of six months or more the billable monthly remuneration rate to be paid to the expert for further period shall be restored to the billable monthly remuneration rate which would have been payable to his predecessor.”</p> <p><b>Query</b></p> <p>We suggest to keep a limit on the aggregate penalty for replacements to 5% of the fee considering the 5 years duration of the project.</p>	<p>of the experts during replacement. Provision for restoring of remuneration rate is also available.</p> <p>The frequent replacement of experts is one of the deficiencies in service leading to penalties as per SCC cl. 20. The ceiling of penalties for deficiencies in the services is defined in SCC cl. 45.1(g).</p>
22	Part-II, Section 8, SCC	124	CL 23.1	<p>“Limitation of the Consultant’s Liability towards the client</p> <p>(a) Expert in the case of gross negligence or wilful misconduct on the part of the consultant or on the part of any person or a firm action on behalf of the consultant in carrying out the services, the consultant with respect to damage caused by the consultant to the client’s property, shall not be liable to the client</p> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds the total value of the contract.</p> <p>(b) This limitation of liability shall not</p> <p>(i) Affect the consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any</p>	<p>1) The provision mentioned in RFP shall prevail.</p> <p>2) &amp; 3) Gross Negligence and Wilful Misconduct are legal terms defined in appropriate document.</p>

				<p>person or firm acting on behalf of the consultant in carrying out the services;</p> <p>(ii) be construed as providing the consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.”</p> <p><b>Query</b></p> <p>Cl 23.1 under SCC – limitation of liability has been given as total value of Contract except in the case of gross negligence or wilful misconduct.</p> <p>(1) We request that liability limit to one time of the value of the consultant fees.</p> <p>(2) We propose the following definition of the term “Gross Negligence” or “Wilful Misconduct”</p> <p>(3) “Gross Negligence or Wilful Misconduct in this context shall mean an act or omission carried out or not carried out by a director or person of similar rank in the Consultant’s organisation with a conscious wilful and reckless disregard for the harmful foreseeable and avoidable consequences of such act or omission”.</p> <p>Please confirm.</p>	
23	Part-II, Section 8, GCC & SCC	118, 129	CL.45.1 (c)	<p>The client shall pay the consultant’s invoices within sixty (60) days after the receipt by the client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the client may add or subtract the difference from any subsequent payments.</p> <p>Replace the words ‘sixty (60)’ with ‘forty five (45)’ in the first line.</p> <p>Add following at the end of GCC clause.</p> <p>“Reason of add or subtract will be provided in case it is asked by the consultant.”</p>	The provision mentioned in RFP shall prevail.

				<p><b>Query</b></p> <p>(1) The client shall pay the Consultant's invoices within 30 days after the receipt by the client of such itemized invoices with supporting documents.</p> <p>(2) We suggest that DFCC approve invoices on the basis of the certified timesheets by the Project Director of PMC instead of entering them in a measurement book.</p>	
24	Part-I, Section 7, TOR	81	Para 7.12	<p>The PMC shall provide mobile with voice call and SMS facility to all his staff in category A to E and communication (voice call, fax, internet connection etc.) facility at main office and satellite subsidiary office at his own cost.</p> <p><b>Query</b></p> <p>(i) Who will provide Broad band connectivity to site offices - is it contractor or should we consider in our proposal.</p> <p>(ii) When we connect computers to server, will contractor provide network cabling for this purpose? Please confirm.</p>	<p>DB contractor shall provide communication facilities mentioned at s. n. 20 of table in TOR para 7.5. Rest of the facilities shall be arranged by PMC at his own cost.</p> <p>Network cabling for PMC is not in the scope of contractor.</p>
25	Part-I, Section 7, TOR	81	Para 9	<p><b>Working Hours</b></p> <p>PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period</p> <p><b>Query</b></p> <p>Please confirm that Sunday will be paid weekends.</p>	<p>Kindly refer the note 2 below table of Form TECH-6 also regarding working days in the month.</p>
26	Part-I, Section 7, TOR	125	Cl.24.1 (e)	<p>Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the</p>	<p>SCC clause 24.1 (e) is regarding insurance against loss of or damage to consultant's equipment, consultant's property, consultant's document only.</p>

				<p>Services <b>Query</b> Reference to RFP provision, PMC team will work in office provided by contractor. We request that insurance of equipment, computer, laptop and other properties of PMC to be used in the performance of the services, shall be arranged by Contractor.</p>	
27	Part-I, Section 2, ITC (Data sheet)	21	cl. 16.3	<p>Service Tax: Contract price must include all taxes except Service-tax which will be reimbursed on proof of submission with relevant Government Authority.</p> <p>It is requested to reimburse the service tax along with monthly payment against invoice raised. The proof of submission may be asked to be submitted on yearly basis.</p>	The provision mentioned in RFP shall prevail.
28	Part-I, Section 2, ITC (Data sheet)	22	21.1 (i)	<p>Specific Experience of Consultant: Kindly provide details of marking criteria.</p>	The evaluation committee shall evaluate the technical proposal on the basis of marking criteria as detailed in cl. 21.1 of ITC & datasheet.
29	Part-I, Section 2, ITC (Data sheet)	23	21.1 (iii)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Kindly elaborate on local languages / local culture, Kindly waive this for the positions serial number 2 to 8.</p>	Detail provided in data sheet item 21.1 is considered sufficient for evaluation. The provision mentioned in RFP shall prevail.
30	Part-I, Section 2, ITC (Data sheet)	24	Cl. 26.1	<p>Currency Conversion: Kindly confirm exchange rate for original RFP submission date holds good.</p>	Please refer ITC - Data Sheet, Item no. 26.1. The Date of the exchange rate is 28 days prior to dead line for submission of RFP. Dead line for submission of RFP is governed by ITC Data Sheet, Sr. No. 17.7 as modified through Addendum if any.
31	Part-I, Section 7,	53	Para 1.1 & 1.2	<p>Techno economic feasibility / Feasibility study Request to please share the Techno economic feasibility</p>	These reports are not relevant for PMC services of EDFC project and

	TOR			prepared by RITES and Feasibility prepared by JICA for thorough understanding of the project.	there is no need to provide the same to the consultant.
32	Part-I, Section 7, TOR	54	Para 2.3 (p)	<p>Maintenance manuals: To assist the client in preparing the Maintenance manuals.</p> <p>It is suggested that the manuals should either be prepared by DB contractor or OEM and should be finalized by PMC after review.</p>	The provision mentioned in RFP shall prevail.
33	Part-I, Section 7, TOR	54	Para 2.3 s, t, u, v.	<p>As per ToR, there are some tasks on risk and associated mitigation measures as well as review of interface management plan and review of the project delivery schedule.</p> <p>It is hence suggested that the RFP should include the following experts as under who will be doing the tasks i.e. Interface Management Expert, Risk Assessment Expert and Quality Control/ Cost Control Expert. These positions may be added in the Non-Key Staff.</p>	The applicant is free to include new position in their offer as per their own work plan.
34	Part-I, Section 7, TOR	55	Para 2.4	While PMC will notify the DFCCIL regarding assigning duties/ delegation of authority, is PMC required to wait for formal approval from DFCCIL for such delegation to assistants?	The provision of RFP are amply clear. No requirement of approval is mentioned in this Para.
35	Part-I, Section 7, TOR	55	Para 3.1	Since design phase for PMC commences with the commencement date of DB contracts, it may be clarified whether DB contractor is in place. If not, how PMC man-months will be accounted for during idle time.	DB contract for CST works is in advance stage of bidding process. The PMC engagement will be asked when DB contract for CST works is in place.
36	Part-I, Section 7, TOR	55	Para 3.1	<p>Can we know the specified time duration in respect of rectification to design/drawings and resubmission by DB contractor, since any delay on part of contractor in carrying out rectification to design/drawings and resubmission will ultimately cause delay to construction schedule and also affect the man-months of PMC.</p> <p>What provision exists in DB contact conditions in the event of DB contractor's failure to adhere to stipulated</p>	PMC is required to monitor timely completion of design and execution. Any delay will be dealt according to the conditions of contract.

				schedules?	
37	Part-I, Section 7, TOR	57/ 58	Para 3.2 (d), (e), (f), (m)	<p>Delay on part of the contractor for remedial action and non-adherence to contract implementation schedules, thereby creating a condition for time extension will affect the provision for PMC man-months.</p> <p>In such an eventuality what provision exists to compensate for PMC man-months i.e. whether they would be compensated by man-month rates quoted by the consultant and accepted by DFCCIL or compensation for extra time of the consultant would be on the basis of freshly negotiated man-month rates?</p>	PMC is responsible for project monitoring and timely completion of the Project. However in case of extension of PMC the same will be dealt as per provisions of contract.
38	Part-I, Section 7, TOR	59	Para 3.5 (j)	<p>IT Compatibility: In case interoperability is required for movement of information and data in a seamless manner between contractor/PMC IT system and that being developed by DFCCIL, it will be the responsibility of the Contractor/ PMC to ensure the same. This should be a shared responsibility.</p>	The provision mentioned in RFP shall prevail.
39	Part-I, Section 7, TOR	60	Para 3.5 (m)	<p>Please clarify whether software for MIS will be provided by DFCCIL or consultant will have purchase on their own.</p> <p>In case consultant is required to purchase MIS software, can consultant include the cost of software in their financial offer?</p>	PMC can use their existing MIS with remote access to DFCCIL. If the applicant uses DFCCIL MIS system, then User licenses for MIS of DFCCIL shall be provided to the PMC staff.
40	Part-I, Section 7, TOR	61	Para 3.5 (aa)	<p>PMC Duties: There is requirement for review of training modules for the personnel, but there is no training expert in the staff.</p> <p>Request you to add training position in the Non-Key experts list of personnel.</p>	Team composition mention in 6.0(a) is not exhaustive. Consultant is free to add new position as per his own assessment and requirement of the Work.
41	Part-I, Section 7, TOR	66	Para 6 (b)	<p>Key Staff: In K2 key expert Category 'A' in "Position" Column, 8 positions for S&amp;T, Civil &amp; structures , Track, OHE &amp; TPS, RAM, and TMS, Contract Management and Finance Management are given. Whereas in Description Column only 3 positions i.e. Chief Design &amp; Construction Engineer, Chief Contract management</p>	Kindly refer the addendum.

				<p>Expert and Finance Management Expert is mentioned which do not relate to the category of staff mentioned in 'Position' Column. Please clarify. Further it is stated 3 months each for the above experts and the total shown is 16 which does not tally with this. Kindly clarify.</p>	
42	Part-I, Section 7, TOR	67/68	Para 6.0 (c)	<p>Minimum Qualification and Experience requirement for Experts: International experience should only be asked for the experts proposed from outside the country of work. Local experts know the working conditions.</p> <p>Else, please relax the condition with 3 years international experience with 1 project.</p> <p>Please remove the requirement for "Metro Projects".</p> <p>Please confirm if experience on Indian Railways will be considered as railway projects with modern technology.</p> <p>Please provide similar details for financial expert in terms of qualification and experience.</p>	<p>The provision mentioned in RFP shall prevail.</p> <p>Experience of Indian Railway will be considered in total experience. It will not be considered in international experience.</p> <p>Minimum qualification and experience of Finance management expert is available at S. no. 3 of table in TOR para 6.0 (c) Key expert-category-A.</p>
43	Part-I, Section 7, TOR	67/68	Para 6.0 (c)	<p>Minimum Qualification and Experience requirement for Experts: Kindly confirm that the German degree of Diploma Engineer (Dipl. Ing) will be considered equivalent to Master's degree in Engineering as it is an integrated bachelors and master's degree</p>	<p>Equivalent Qualifications can be considered with supporting documents.</p>
44	Part-I, Section 7, TOR	68	Para 6.0 (c)	<p>Minimum Qualification and Experience requirement for Experts: Key Expert – Category B – Dy Team Leaders – relaxation in International “ Experience in Railway &amp; Metro Railway Projects with modern technology With more than 5 years and 2 project.</p>	<p>The provision mentioned in RFP shall prevail.</p>

				This criteria may please “ <b>be reduced to 3 years and 1 project</b> since not many local candidates are currently available with such expertise in India. This may please be confirmed.	
45	General	-	-	Can short term Key experts with 2/3 man-month inputs who are already working on another DFCC project be repeated in this proposal as there are no time overlaps.  This may please be confirmed.	As DFCCIL projects are running simultaneously, overlaps could not be avoided. The experts need to work for one project at a time. Therefore same key experts for more than one DFCCIL project will not be permitted.
46	Part 1, Section 3, Form Tech-6	36	Expert's Contact Information	Electronic signature of the expert is also permitted provided it has been used with the permission of concerned experts and his services is available for the project.  We understand that scanned signature of the experts along with original signature of authorized signatory will be acceptable at the stage of bidding. Please clarify	The applicant understanding is correct.
47	General	-	-	Can the same set of Key Experts & Non Key Experts be proposed for more than one PMC bid at the same time? This may please be confirmed.	In case of award of more than one PMC contract to same consultant, requirement for separate team will be there. Hence consultant should not propose same team for more than one PMC bid.
48	Part-II, Section 8, SCC	129	45.1(a)	It is requested to increase the advance payment from 5% to 10%. The same can be set off in first 30 months of the project.	The provision mentioned in RFP shall prevail.
49	Part-II, Section 8, GCC	114	45	Mode of Billing and Payment: Request you to kindly pay 80% invoice amount within 30 calendar days and balance 20% on confirmation within 60 days.	The provision mentioned in RFP shall prevail.
50	Part-II, Section 8, SCC	124	14.1	Project duration: The duration of the project is defined as 68 months. Execution period including design review and Defect liability period needs to be clearly defined.	PMC is required to work with DB work contractors (CST, S&T, Electrical) as per their mutually agreed work plan within the pursuits of contracts. As



					such period of design, execution, testing and commissioning are to be judged by the applicant to the best of their wisdom in their technical proposal. Moreover, these phases cannot be defined exactly and they will overlap each other. However Defect liability period kept in DB CST work contracts as well as Electrical and Signalling & Telecom Works contract is 24 months.
51	Part-II, Section 8, SCC	125	24.1	Please confirm if a project specific insurance is required, or a coverage from the global insurance with a back to back local policy is acceptable	Global insurance coverage is acceptable if it satisfies the GCC 24.1 provided they are provided by consultant in favour of client and include the name of the project.
52	Part-I, Section 2, ITC data sheet	21	16.1 (2)	Reimbursable Expenses: Fin 4 items are very unpredictable and do not in any way check technical competence of the consultant. Reimbursable expenditure can be done with the approval of DFCCIL. It is suggested that reimbursable expenditure be kept out of financial evaluation which should be based on Fin 3 Remuneration. Please Confirm.	The provision mentioned in RFP shall prevail.
53	Part-I, Section 2, ITC data sheet	23	21.1	Marking system of Key Experts: Relevant Experience in region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc. – Classification of Region may please be specified.	Region relates to the area of assignment and country of assignment.
54	General	-	-	Age limit for the proposed key personals – no mention in the RFP.	Provisions mentioned in RFP shall apply.
55	Part1- Section 7, TOR	81	Para 9	Working Hours: It is mentioned that three National Holidays will paid holidays for PMC team working on the project during the period.  It is requested that as per Govt rules act 1963, the	Provisions mentioned in RFP shall prevail.

				<p>minimum number of paid holidays in a year should be ten. This may please be considered.</p>	
56	Part II - Section 8- II- GCC	118	Clause 45,	<p>Mode of Billing and Payment, : (d) The Final Payment ..... accordance with the above</p> <p>Request client to make the payments within 30 days instead of 90 days from the receipt of invoice and approval of deliverable. Kindly amend.</p>	Provisions mentioned in RFP shall prevail.
57	Part 1, Section 4 Form Fin 3	42	Form Fin 3	<p>Breakdown of Remuneration: It is requested that the escalation clause may be considered.</p>	Provisions mentioned in RFP shall prevail.
58	Part-I, Section 7 Terms of reference	58	Item 3.4	<p>PMC function during Defect Liability Period: PMC shall inspect the works at appropriate Intervals. Query: Please define the frequency of inspection during Defect Liability Period.</p>	The applicant is free to distribute number of persons, man months, frequency of inspection etc. during defect liability period as per their own assessment based on their experience.
59	Part II, Section 8, SCC	129	45.1 (a)	<p>Advance payment: Please confirm the process in case the EMI is lower than the billing for that particular month, as this may happen in the initial stages.</p>	In case instalment of advance payment recovery is less than payable amount of a particular statement it will be deducted from the statement. In case instalment of advance payment recovery is higher than payable amount of a particular statement, balance amount shall be recovered from next bill, as mentioned in the clause 45.1(a) itself.
60	Part-I, Section 7 Terms of reference	66	6.0(b)	<p>Existing : Mention of key experts position Contract Management Expert and Finance Management Expert in the table specified.</p>	Kindly refer the addendum.

				<p>Query: In key expert Category A, there is a mention of positions Contract Management expert and Finance Management expert in the table. Those positions were not included in the man month provided and hence may be suitably removed from the table. Request for suitable amendment.</p>	
61	General	–	-	<p>Format of Consortium Agreement: Please provide a standard format for the consortium agreement.</p>	No standard format of JV/consortium agreement is available.
62	General	-	-	<p>Graduate Engineers Since, the given stretch is approx. 222 Km and there is need for more number of field engineers. It is requested that Graduate engineers may be considered as not only they will come in reasonable remuneration but will also lead to the employment of fresh engineers who find it difficult to get jobs. Further, they will be able to provide the field work duties and will be more energetic and easy to instruct and manage. This will help the project tremendously. Kindly confirm.</p>	Provisions mentioned in RFP shall prevail.
63	General	-	-	<p>Kindly provide the contractor's schedule of works for the aforementioned project. This will help us with preparing the work schedule appropriately for the bid.</p>	At present Work schedule of DB contractor is not available.
64	General	-	-	<p>Proposal Submission Date: The proposal must be submitted no later than 6th Dec 2016. This bid requires collaboration between international consultants which requires more time. For submission of the bid of this magnitude, a minimum time of 4 weeks may therefore be given after issue of clarification(s) and/ or amendment(s) to RFP by the Client. Kindly confirm this.</p>	Kindly refer response to Query no. 2.
65	Part-I, Section 2, ITC	11	12.7	<p>Substitution of Key Experts at Validity Extension: If any of the key experts become unavailable for the extended validity period, the consultant shall provide a</p>	Provisions mentioned in RFP shall prevail.

				<p>written .....The Technical evaluation score, however will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>We request you to modify the clause and allow new key person's marks to be included in the evaluation, since the consultant any way would be providing a better or equivalent CV for the position, which will be based on a bonafide request of replacement approved by the Bank/Client. Besides, previously proposed key person may not be available for a longer period especially when the key persons are intermittent. However this replacement without any deductions can be restricted to only two.</p>	
66	Part-II, Section 8, SCC	127	42.3	<p>Price Adjustment on the Remuneration applies to only Remuneration: As mentioned in Appendix D page 137, point number 2, All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this appendix, and in no event shall reimbursement be made in excess of the contract amount.</p> <p>We understand that the price adjustment is being applied only on the remuneration, part however other Out of Pocket Expenses may be paid according to Fin - 4, on page 43.</p> <p>We request you to consider a percentage of escalation on reimbursable also after 12 months as limiting these causes to losses. Prices of items under reimbursable generally tend to escalate after a year and generally get affected due to minor changes in Govt policy and market rates.</p> <ul style="list-style-type: none"> <li>We also request you to increase the ceiling of INR 25 million of Total Provisional Sum which is very less as compared to the requirement for this project.</li> </ul>	<p>Price Escalation will not be applicable for Reimbursable expenses.</p> <p>Provisions mentioned in RFP shall prevail.</p>

				<ul style="list-style-type: none"> <li>Request you to not consider reimbursable as a part of evaluation.</li> <li><b>Appendix-D:</b> We understand that reimbursements will be made on actual basis however will not be more than the contract amount. In such case an escalation after every 12 months is justified for reimbursable also.</li> </ul>	
67	Part-II, Section 8, SCC	130	45.1 (g)	<p>" subsequent incidence amount of penalty..... will be 0.02% of <b>Contract Amount.</b>"</p> <p>We understand that this mention of Contract amount is in relation to the Contract amount of the PMC excluding service tax and does not relate to the overall contract i.e. project cost.</p>	Consultant's understanding is correct
68	Part-II, Section 8, SCC	131	49 (5) (a)	<p><b>Miscellaneous.</b> In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held <u>Singapore/Dubai.</u></p> <p>Kindly clarify whether it is India or Singapore/Dubai.</p>	The provision of RFP are amply clear. India is not mentioned in this Para.
69	Part-I, Section 7, TOR	67, 68	6.0 (c)	<p>Key Category –A Short term Experts: It is requested that for the short term key experts positions especially OHE and Traction Power Supply (2X25KV)/RAMS/TMS, an existing expert on another DFCC contract may please be allowed as this is a very specialized field and the number of experts meeting the criteria and having requisite experience is less and as such there is scarcity of man power resources with the qualifications and experience criteria. Further, we believe that by allowing to reuse the short term experts from another corridor on this corridor will be beneficial to DFCC as the learning curve will not be as steep as bringing in another expert who may not have the experience of the nuances of</p>	Kindly refer response to Query no. 45.

				working on the DFCC project.	
70	Part-I, Section 7, TOR	67, 68	6.0 (c)	Minimum Qualification and Experience. Key Category –A: It is requested that for the K -2 Position – Contracts management & Financial expert – relaxation on International Railway experience requirement must be please made as there are many experts with the knowledge but no international experience in railway/ metro projects. This may please be considered.	Provisions mentioned in RFP shall prevail.
71	Part-I, Section 7, TOR	22	17.7 & 17.9	Proposal Submission Date The proposal submission date is mentioned as <b>06th December 2016</b> .  We have experienced that during Christmas celebration most of the experts especially other than India tend to go on a long vacation and do not respond to the mails or any communication. Which hampers in compiling their CVs and other details which are integral part of the submission document. We therefore request you to extend the date of submission from 6th Dec 2016 to <b><u>20th January 2017</u></b> as most of the Expats will be on leave from 15th December onwards up to second week of January 2017.	Kindly refer response to Query no. 2.
72	Part-I, Section 2, ITC Data sheet	23	21.1 (iii) 3)	Relevant Experience in region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organisation, etc.) <b>Query</b> We understand, the “Region” means India.  We request you to kindly clarify and confirm.	Kindly refer response to Query no. 53.
73	Part-I, Section 3, Form Tech 2B	28	Para 5	Consultant’s Experience “Only those assignments should be included, which have been carried out by the applicant. The assignments carried out by parents/ sister companies should not be included”.	Only those assignments which are carried out by the sole applicant or any member of consortium/ JV, if applicant is consortium/JV should be included.

				<p><b><u>Query</u></b> Can the assignments carried out by subsidiary companies be included? We request for clarification/ confirmation.</p>	
74	Part-I, Section 2, ITC Data sheet	19	2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i>.</p> <p><b><u>Query</u></b> We understand, the project input such as base Index plan or a schematic plan will help bidder for better assessment of the project during bid preparation. Hence, we request to provide above document for reference.  We request for confirmation.</p>	Project information provided in TOR is considered sufficient for the purpose of PMC proposal.
75	Part-I, Section 2, ITC Data sheet	21	15.2	<p>The format of the Technical Proposal to be submitted is FTP.</p> <p><b><u>Query</u></b> We understand, FTP abbreviation stands for Full Technical Proposal.  How is it different from Technical proposal?  We request for clarification.</p>	Formats provided in RFP are for FTP. Kindly refer ITC datasheet cl. 10.1 and checklist of required Forms also.
76	Part-I, Section 2, ITC Data sheet	21	16.1	<p>Provisional sum of INR 25 Millions has been kept for such services for reimbursable expenditures for above items.</p> <p><b><u>Query</u></b> We understand, considering the length of stretch/ expected visits outside the project area etc., the Provisional sum of INR 25 Millions seems too low.</p>	Provisions mentioned in RFP shall prevail.

				We request to increase the provision to INR 50-70 Million. Kindly confirm.	
77	Part-I, Section 2, ITC Data sheet	21	16.1	Expense for computers and other equipments other than provided by DB work contractor for the purposes of the PMC Services.  <b>Query</b> As per RFP, there is approx. 80 staff position in the PMC Team. Except photocopier – all other Key staff/ Support Staff may require computer.  We request you to kindly clarify how many computers will be provided by DB work contractor and Provision of how many additional computers is to be kept by the bidder. Kindly clarify.	Computers and laptop are to be arranged and maintained by PMC as mentioned in 7.0 of TOR.
78	Part-I, Section 2, ITC Data sheet	21	16.1	vii. Per diem allowances for the purpose other than items A and B above  viii. International flights for the purpose other than items A and B above  ix. In/out airport transportation for the purpose other than items A and B above  x. Any other admissible <b>Query</b> There is no description of items A & B in Clause.  We request you to kindly confirm, whether item A & B refer to FIN-4.  We request you for confirmation.	Yes, item A & B refers to FIN-4.
79	Part-I, Section 2,	21	16.2	Price Adjustment Provision for Foreign and Local inflation will be applicable to the remuneration rates as	Kindly refer response to Query no. 66.



	ITC Data sheet			<p>specified in SCC 42.3.</p> <p><b>Query</b>  We understand, the rates of reimbursable expenses also get affected by inflation, dynamic fare mechanism etc. e.g. The flight tickets may vary to any extent when booked at last hour due to sudden project requirement or generally may vary 4 to 5 times towards the end of the project. Since a lump sum Provision is kept, the unspent amount may be carried forward and increased as per inflation each year.</p> <p>In view of the above, we request you to kindly confirm whether there are any provisions for accounting inflation on reimbursable.</p> <p>We Request for confirmation.</p>	
80	Part-I, Section 2, ITC Data sheet	23	25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.</p> <p><b>Query</b>  We request you to kindly clarify when the indirect taxes are identifiable and also request to clarify the difference between direct and Indirect taxes.</p>	Kindly refer ITC datasheet cl. 16.3 where it is mentioned that contract price must include all taxes except service-tax. For evaluation purpose, contract price i.e. Total cost of the financial proposal mentioned in Form FIN-1 excluding all indirect taxes shall be considered for evaluation.
81	Part-I, Section 3 FORM TECH-1, , and Section 4, FORM FIN-1,	26 and 38		<p>Group General Manager (Procurement)/EC,</p> <p><b>Query</b>  After reviewing the RFP, we found that there are two different positions mentioned i.e., Group General Manager (Procurement)/EC and ED / EDFC, for submission of proposal.</p> <p>We request you to kindly clarify.</p>	Kindly refer the addendum.
82	Part-I,	28	Consult	Similar assignments mean the Project Management	Only Project management consultancy

	Section 3, FORM TECH-2B,		ant's Experience Para 3	<p>Consultancy assignment pertaining to construction of formation, Bridge Works, Railway Track Works, 25 KV/ 2X 25 KV Railway Electrification Work including traction power supply system and OHE, Railway Signaling and Telecommunication System for Freight / Passenger Railway lines</p> <p><b>Query</b> Does providing exclusive or limited services like Design review or Advisory services for a project having short term limited objective also qualify as Similar assignments/ Project Management Consultancy assignment.</p> <p>We request you to confirm please.</p>	assignments shall be considered as similar assignments. Moreover, This requirement is same as mentioned at EOI stage by which consultants has already been gone through.
83	Part-I, Section 3, FORM TECH-6	34	Note No. 3,	<p>Home” means work in the office in the expert’s country of residence.</p> <p><b>Query</b> We understand that certain review /inputs and services can be provided by Key and Non-key experts from Home. Further Provision of use of full time and part time also exists as per foot note.</p> <p>We request you to kindly confirm.</p>	The applicant is free to fill requirement at home office or field office as per their own assessment to fulfil requirement of assignment.
84	Part-II, Section 8 GCC,	118	45.1	<p>Mode of Billing and Payment:</p> <p><b>Query</b> We request you to kindly revised the mode of billing payment for easing the cash flow as follows:</p> <p>“80% invoice amount within 30 calendar days and balance 20% on confirmation within 60 days.”</p> <p>We request you to kindly confirm.</p>	Kindly refer response to Query no. 49.
85	Part-I, section 7, TOR	67	6.0(b) Note 3	<p>3. Remuneration rate for experts under non-key category should be uniform rate applicable for all experts for that S. No. under the financial proposal</p>	Provisions mentioned in RFP shall prevail.

				<p>submitted by consultant/s.</p> <p><b>Query</b>  Since the unit rates of each expert is different, it is unfair to club and quote a uniform rate of each category composing experts from various disciplines. We understand, the remunerations of the experts depend on the deployment schedule / period and facilities.</p> <p>In view of the above, we suggest, remunerations should be as per the breakdown of agreed fixed rates – modal form-1 (page 135).</p> <p>We request you to kindly clarify.</p>	
86	Part-I, Section 7, TOR	74	7.1	<p>The approximate total number of Engineer’s staff for this contract is expected to be about 60. For Contract Packages 303 Main Office will be set up at Meerut and Satellite Subsidiary Offices will be set up at Saharanpur, Muzaffarnagar and Bulandshahar.</p> <p><b>Query</b>  As per RFP, office space provided is by Contract package 303 is 300 Sqm, which include office space and conference hall. This appears to be too less for the large group of staff to be accommodated and working and for circulation area.  As per our assessment, minimum requirement for office space is 465 sqm approx. 5000 sq ft.</p> <p>We request you to kindly review and revise the office space requirement.</p>	The provision of provided main office and satellite subsidiary offices with area mentioned in para 7.1 of TOR are kept in the DB work contractor’s scope. If PMC feels the requirement of additional office area they are free to keep provision in their proposal.
87	Part I- Section 7, TOR	74	7.1	<p>Main Office &amp; satellite office</p> <p><b>Query</b>  We request you to kindly provide details of the Main Office &amp; satellite office for Contract Packages 305. Also request to clarify, whether Contractor for Package 305 will be provide office space for above, if yes, how much</p>	There is no provision of providing office to PMC in CP 305.

				will be the area?  We request for clarification please.	
88	Part I- Section 7, TOR	81	Para 9.	<p>9. Working Hours PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period.</p> <p><b>Query</b> As per RFP, we understand that Consultant is expected and paid as per the eight hours working cycle.</p> <p>We request you to kindly confirm, whether the services will be used beyond 8 hours of shift. In the event of working beyond shift of 8 hrs. overtime and additional allowance may become due as per Indian &amp; international practices.</p> <p>We request you to kindly clarify and also request to confirm that these expenses are reimbursable as per the Table – B on prorated basis.</p>	Provision of RFP shall prevail.
89	Part-I, section 2, ITC, Data Sheet	20	10.1	<p>Statement of Undertaking</p> <p><b>Query</b> Kindly provide a Format for the same.</p> <p>Do we need to provide 2 set of declaration, one each in Technical and Financial Proposal</p>	Statement of undertaking are part of Forms Tech-1 and FIN-1.

90	Part-I, Section 2, ITC Data Sheet AND Part-II, Section 8 SCC	21, 126, 127	ITC Cl. 16.2 and SCC Cl. 42.3	Inflation Factor have been considered only on remuneration <b>Query</b> We would request you to consider the Inflation on Reimbursable as well, since the same is equally affected by Inflation	Kindly refer response to Query no. 66.
91	Part-I, Section 2, ITC Data Sheet	22	Clauses 17.7 & 17.9	The Proposals must be submitted no later than: Date: 06.12.2016 <b>Query</b> We would like to highlight the fact that preparing bid for such projects requires intense coordination with our Parent Company which requires lot of time and due to the festive season falling in between the preparation of proposal most of the employees in European Countries are on holidays. Therefore, we kindly request you to postpone the present date of submission by 8 weeks.	Kindly refer response to Query no. 2.
92	Part-I, section 4, Form Fin- 4, A: Within Project Country	43	Form FIN-4 A.	To and Fro, Travelling Charges for AC first class for category A, B <b>Query</b> We understand that the charges considered for Category A & B is too less. They should be entitled for at least Air Travel and not Railways. Please Clarify	Provisions mentioned in RFP shall prevail.
93	Part-I, section 4, Form Fin- 4	43	Form FIN-4	FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES <b>Query</b> This being a lumpsum payment item, we request client that in order to process reimbursable expenses no supporting document shall be demanded. Present experience it is seen that there are multiple objections	Provisions mentioned in RFP shall prevail.

				<p>from the finance section of DFCC leading to delay in payments. Therefore we request client to mention it clearly in the contract agreement to take care of these issues.</p>	
94	Part-I, Section 4, Form Fin-4 C : Reimbursable Expenses	45	Form FIN-4 C	<p>Legend: “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. <b>Client can set up a ceiling</b></p> <p><b>Query</b> Please specify, if there is any ceiling for the Per Diem Allowance</p>	<p>Please refer note below FIN 4 A &amp; B for ceiling. There is no ceiling for FIN 4 C.</p>
95	Part-I, section 7, TOR  AND Part-II, section 8, Form of Contract Time Based	53  AND 103	TOR Cl. 1.4 and Form of contract	<p><b>Contract Strategy</b> Bid document is generally as per standard bidding documents for procurement of plant design, supply and installation issued by World Bank with general conditions based on FIDIC yellow book -1999 edition</p> <p>AND</p> <p>In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; and Appendix E</p> <p><b>Query</b> We request client to consider that in the event of any inconsistency, in the hierarchy of documents internal documents/ manuals of DFCC shall be clearly placed below the FIDIC.</p>	<p>FIDIC is not applicable for PMC contract. Provisions mentioned in RFP shall prevail.</p>
96	Part-I, Section 7, TOR	55	Para 3.0	<p>Scope of Services</p> <p><b>Query</b> We request client to clearly define and document in the contract the “Roles and responsibility” of Employer</p>	<p>Role and responsibility of PMC in different phases has been described in TOR especially in para 3 of TOR and Role of employer is also available in</p>

				(DFCC) and Engineer (PMC) as Currently these are overlapping and creating conflicts.	TOR especially in para 4.0 of TOR.
97	Part-I, section 7, TOR	56	Para 3.2 (a)	<p>“The duties of PMC during the construction period will be that of Engineer .....”</p> <p><b>Query</b> We understand that the Lead firm is the Engineer and Team Leader is the Engineer’s Representative. Please Clarify</p>	Firm/JV to which contract is awarded is PMC who will perform the duties of Engineer through Project Director/Team Leader. Other PMC team member will be Engineer’s Representative for the purpose they are assigned duty by Engineer i.e. by Project Director/Team Leader.
98	Part-I, section 7, TOR	57	Para 3.2 (g)	<p>The PMC shall witness all Tests specified in the related schedules of the Contract and issue a Completion Certificate/ Provisional Certificate, as the case may be as per provision of contracts. These functions shall be carried out and communicated to DFCCIL and the Contractor in conformance with the related provisions of the Design-Build contract</p> <p><b>Query</b></p> <ul style="list-style-type: none"> <li>• As per past experience, field official make mandatory percentage tests checks by PMC as per their own understanding of hierarchy of PMC which is against the spirit of FIDIC. Whereas as an Engineer PMC is responsible for the entire works and not only for the items percentage test checked as imposed by the DFCC. Please clarify.</li> </ul> <p>We request client to clarify who will be responsible for Inspecting for Rail/ sleeper and fittings at factory. As per the experts list given in the RFP document, PMC has no experts on its roll will to undertake this responsibility.</p>	<p>PMC is responsible for entire works assigned to him. Test checks are required to get confidence in entire work. For factory acceptance test (FAT) kindly refer para 3.5ac of TOR.</p> <p>The consultant is free to keep provision of new position in its proposal.</p>
99	Part-I, section 7, TOR	59	Para 3.5 j	<p>PMC will comply with the provision of Enterprise wide_ IT System as detailed below : [...]</p> <p><b>Query</b> As per past experience it is seen that there is an actual requirement of such a system at site to control the</p>	Kindly refer para 3.5 m of TOR also. The consultant is free to keep provision as per its own assessment.

				documents but no such system is provided by the Contractor/ DFCC leading to PMC arranging this system on their own. We would request you to allow PMC to arrange such a system on their own and make a provision for cost of about INR 50 Lakh for the same in our bid.	
100	Part-I, section 7, TOR	60	3.5 j.	<p>PMC will comply with the provision of Enterprise wide_ IT System as detailed below :</p> <p>[...]</p> <p>Contractor need to feed/provide the data in the IT system as per mechanism and method devised by DFCCIL. For putting data into system Contractor needs to make arrangement of connectivity, if required and also needs to bear the cost of any licensees required for the Contractor to access the DFCCIL IT system.</p> <p><b>Query</b> Kindly confirm if user licences shall be provided to the PMC.</p>	Kindly refer response to Query no. 39.
101	Part-I, section 7, TOR	60	3.5 j.	<p>As part of scope of work the Consultant will ensure the following:</p> <p>[...]</p> <ul style="list-style-type: none"> <li>• Upload of drawings and designs created by Contractor as per the classification using document management system of SAP.</li> </ul> <p><b>Query</b> We understand this IT System shall encompass Electronic Document Management System (EDMS) component. Please confirm that Contractors will have to upload their own documents into the EDMS component for review and comments by PMC.</p>	Kindly refer TOR para 3.5 j third paragraph on page 59- 60 in this regard.
102	Part-I, section 7, TOR	61	3.5 ac.	<p>PMC will witness all consignee inspections, installation tests. If required acceptance test type test, factory acceptance test (FAT) for all material incorporated in the as per the provisions of respective DB contract.</p> <p><b>Query</b></p>	FAT of major items will be witnessed by PMC as per instructions of client.



				Kindly clarify if the PMC will have to attend FAT for all material or major items only.	
103	Part-I, section 7, TOR	61	3.5 aa	<p>Training of DFCC Personnel</p> <p><b>Query</b></p> <ol style="list-style-type: none"> <li>Who is responsible for arranging this Training?</li> <li>Do the Consultant need to accompany the officials for the International Trips? Please Clarify.</li> <li>Cost of training to the personnel will be borne by DFCC?</li> </ol> <p>In case the answer is yes, please confirm, if we need to cost for the Expenses of Travel, stay, etc. in our Reimbursable Expenses</p>	The Contractor shall provide training necessary to operate, maintain, proper use of the asset. PMC shall provide assistance in organizing the training. Requirement of training outside India will depend upon technology/equipment etc. used in the construction. No cost for DFCCIL personnel is required to be borne by the PMC.
104	Part-I, section 7, TOR	66	6.0 (b)	<p>Team Composition- Category A</p> <p><b>Query</b></p> <p>Man-Month allotted for below positions, seems to be on the lower side. We would suggest to kindly enhance the same, as below :</p> <p>K2 Chief Design &amp; Construction Engineer/Civil &amp; Structural Works = 8 – 12 MM</p> <p>K2 Chief Design &amp; Construction Engineer/Railway Signal &amp; Telecom = 5 – 6 MM</p> <p>K2 Chief Design &amp; Construction Engineer/Track = 5 – 6 MM</p> <p>K2 Chief Design &amp; Construction Engineer/OHE &amp; Traction Power = 5 – 6 MM</p> <p>K4 Quality Assurance Expert = 4 MM</p>	The applicant is free to add new position and propose additional man months for expert as per their own assessment.
105	Part-I, section 7, TOR	67 – 74	6.0 (c), Sr. No. 2 – Category E	<p>Various Positions</p> <p><b>Query</b></p> <ul style="list-style-type: none"> <li>There is a need to increase number of <b>Field Engineers</b> as the present strength is insufficient to carry out the field supervision effectively.</li> <li>We need to have Field Geo Tech engineer instead of Field Formation Engineer for supervising the earthwork, quarries, borrow areas, etc. The Man-</li> </ul>	The applicant is free to add new position and distribute man months as per their own assessment.

				<p>month should also be enhanced, substantially</p> <ul style="list-style-type: none"> <li>• Position of <b>Field Engineer (Bridge) and Field Structural Engineer</b> can be merged for better management of staff.</li> <li>• Man-Month for <b>Surveying Engineers</b> and <b>Safety Engineers</b> need to be doubled to meet the requirements.</li> <li>• Position of <b>Utility Shifting Engineer for Telecom &amp; Signalling</b> can be merged and number of experts increased to 2 Nos</li> <li>• <b>Engineer (Material Inspection)</b> for civil and track can be combined as the work is of similar nature and with combined work force there is greater flexibility for their use.</li> <li>• <b>Lab Technicians</b> – Number of positions shall be increased as equal to atleast the number of Labs on site or 1 per 50 Km of Alignment.</li> </ul>	
106	Part-I, section 7, TOR	68,69	6.0 (c), Sr. No. 1 & 2 – Non Key expert-Category C	<p><b>Minimum Qualification and Experience requirement for Experts</b></p> <p>Senior Structural Design Engineer</p> <p><b>Query</b> We would like to convey that, with the help of design software both steel/concrete bridge design can be handled by the same personnel. We need not require 2 different experts for the same. We would request you to merge the two positions. Please Confirm.</p>	The applicant is free to add new position and distribute man months as per their own assessment.
107	Part-I, section 7, TOR	69	6.0 (c), Sr. No. 8 – Non Key expert-Category C	<p>Formation Design Engineer</p> <p><b>Query</b> Currently Alignment design is being done by experts on this position. There is no position of Alignment Design engineer in PMC. This position should be re-designated as Alignment Design Engineer with specific requirement of</p>	The applicant is free to add new position and distribute man months as per their own assessment.

				<p>experience in MX-Rail, MX-Road on at least one project for a period of one year.</p> <p>Designating this position as Alignment Design Engineer will help easy identification of experts and confusion amongst CPMs and PMC employees.</p> <p>It is added that there is already a position of <b>Chief Formation Engineer</b> in Category-D who can carryout the Design Review and Construction Supervision.</p>	
108	Part-I, section 7, TOR	69, 70	6.0 (c), Non key Expert - Category D	<p>Chief Document Controller</p> <p><b>Query</b></p> <p>This position is currently not in the list of Staff to be provided. Document control is an important activity in project management and hence a <b>Chief of Document Control</b> is required under Category D. We would suggest that, he should be in the Core Team being assisted by a Document Controller in category E.</p> <p>It may be clearly mentioned in the requirement that the candidate shall have a hands-on experience on dealing with EDMS for at least an year as conventional Document Controllers are not effective.</p>	The applicant is free to add new position and distribute man months as per their own assessment.
109	Part-I, section 7, TOR	73, 74	6.0 (c), Sr. No. 2 – Category F	<p>Various Positions</p> <p><b>Query</b></p> <p>A position of <b>IT Support Technicians</b> is required to manage the IT system related Issues – viz. printers, internet, LAN, softwares, virus, servers configuration, video conferencing, etc. As per past experience this is a major handicap on the project.</p>	The applicant is free to add new position as per their own assessment.
110	Part-I, section 7, TOR	74	7.1	<p>Office Requirements</p> <p>The DB work Contractor shall design, construct, equip and furnish the accommodation for the Employer's and Engineer's use within 90 days after the commencement date of DB contracts</p> <p><b>Query</b></p> <p>We would request you to clarify, how would the Consultants work for the starting 90 days of work?</p>	This Para provide responsibility of DB contractor to provide site office within 90 days of Commencement date of DB contract. However if PMC team is mobilized in advance temporary office accommodation will be arranged by DB contractor on same line as for his own staff.

111	Part-I, section 7, TOR	74,75	7.1, And 7.3	<p>OFFICE REQUIREMENTS and Contract Package 303 :</p> <ul style="list-style-type: none"> <li>- Area of Main Office : 300sqm,</li> <li>- Satellite Subsidiary office : 160sqm</li> </ul> <p><b><u>Query</u></b></p> <ul style="list-style-type: none"> <li>• We request client that enough space should be allocated for constructing PMC Office such that contractor can design the space and make provision to house all the PMC experts of System as well as Civil disciplines</li> <li>• We request client that considering the working requirements, office shall have sufficient meeting rooms for multidisciplinary meetings – besides one big meeting room other 3 meeting rooms can be smaller in size to house 8/ 10 experts</li> </ul> <p>Also as there are 2 contract packages, CP303 (civil, structure, track works) and CP305 (systems works), we request client to provide the office area for CP 305 : Systems work package.</p>	<p>Kindly refer response to Query no. 86.</p> <p>PMC is one for CST and System works contracts. One office for PMC shall be provided by contractor of CP 303. No office shall be provided by CP 305.</p>
112	Part-I, section 7, TOR	75	7.3 (1).	<p>We request to clarify if during off-site work supervision PMC consultant will be provided accommodation like hotel, guest house for PMC consultant's stay during that time frame.</p>	<p>No. Employer or Contractor shall not provide staying facility for offsite work.</p>
113	Part-I, section 7, TOR	76	7.5	<p>Furnishing Requirements <b><u>Query</u></b></p> <ul style="list-style-type: none"> <li>• Since the PMC will be assessing the EDMS Software and other Internet based Communication Facilities, in addition to providing the internet connection, the Contractor while constructing the Offices, should provide adequate provisions of LAN Connection, including ducts, switches &amp; cables asfor providing</li> </ul>	<p>Kindly refer response to Query no. 24.</p> <p>Kindly refer 7<sup>th</sup> line of TOR para 7.1 regarding review of design of site office by the engineer.</p>

				<p>internet LAN wiring etc. as all such fittings involves breaking of floor tiles, splitting the work stations in the furnished offices later by PMC leading to delay and avoidable extra cost.</p> <ul style="list-style-type: none"> <li>• Also we would request you to put the provision of providing Wi-Fi connectivity in all the guest houses under the Scope of the Contractor.</li> </ul> <p>We also propose that contractor should share conceptual design of office layouts with the PMC consultant such that all provisions are taken care of and works can be done systematically.</p>	
114	Part-I, section 7, TOR	81	Para 9	<p><b>Working Hours</b>  PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period</p> <p><b>Query</b>  We would request you to allow PMCs to follow the Holiday Calendar followed by DB Contractor and DFCC – as it is very difficult to retain personnel on Diwali, Holi, Dussehra and other festivals, which have enormous local influence, especially at Site.</p>	Kindly refer response to Query no. 10.
115	Part-I, section 7, TOR	81	7.11	<p>Number of Vehicles provided for Type-A and Type-C</p> <p><b>Query</b>  Vehicles and their Durations are quite on the lower side. Type-A: We understand that this vehicle, One each, will be provided for TL and 3 Dy. TLs – for the minimum man-month of deployment, i.e. 230 (44+68+59+59). 152 MM, as allotted is quite on the lower side. We request</p>	<p>Transport facility for PMC services is to be arranged and maintained by the PMC. PMC is required to assess their requirement. Vehicle months mentioned are only for evaluation purpose.</p>

				<p>you to make provision for at least 230VM for the same.</p> <p>Type-C: 700 Vehicle Month for the entire duration, i.e. Approximately 11 Vehicle for the entire duration. We understand that the requirement of this vehicle will depend on number of Site Locations at which, the Contract Packages will be started, simultaneously. The estimation of 700 VM is quite on a lower side. We would request you to make provision for at least 1200 VM for the same.</p>	
116	Part-I, section 7, TOR	81	9	<p>Working Hours</p> <p><b>Query</b></p> <p>At site, project staff is required to work on Sundays/ night shifts for concreting or other important works. However the RFP is silent about the compensatory off. We request client to please make adequate provisions in the RFP so as to avoid the non-payment to staff in such cases.</p>	Kindly refer response to Query no. 10 and 25.
117	Part-II, section 8, GCC	108	Cl.16	<p>Modification or Variations</p> <p><b>Query</b></p> <ul style="list-style-type: none"> <li>No power for variation has been given to PMC in this clause.</li> <li>We understand that the PMC are not to progress on any modifications or variations without having the written consent of the employer. Please confirm.</li> </ul> <p>Under Clause 16.2, it is mentioned that “Substantial Variations needs to be approved by Bank. Please clarify what is meant by “Substantial Variation”.</p>	<p>Each party can propose the modification and variation.</p> <p>Kindly refer response to Query no. 14 for substantial variation.</p>
118	Part-II, section 8, GCC	109	Cl. 18	<p>The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract</p> <p><b>Query</b></p> <p>In the interest of reciprocity and fairness, in the event that the consultant had not been paid for at least 90</p>	Provisions mentioned in RFP shall prevail.

				days after its invoice without any justified reason (which would be roughly 135 days after the service is rendered), the consultant may have the right to suspend some of its services.	
119	Part-II, section 8, GCC	110 – 111	19.1.6 (a)	<p>Payment Upon Termination</p> <p><b>Query</b></p> <p>It is mentioned therein that payment of Services “satisfactorily performed”. Please elucidate the term “satisfactorily performed” as we understand that in case of termination there will be substantial work that the PMC must have performed and few activities that might be in the stage of performance. How will these be assessed?</p>	Provisions mentioned in RFP shall prevail.
120	Part-II, section 8, GCC	110, 111	19.1.6 (b)	<p>Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts</p> <p><b>Query</b></p> <p>Please confirm that clause 19.1.6 (b) shall also apply to termination under 19.1.3 in as much as the same was not due to the fault of the consultant.</p>	No
121	Part-II, section 8, GCC	113	Clause 27 .1	<p>CI 27. Proprietary Rights</p> <p><b>Query</b></p> <p>We hereby submit that the proprietary rights of the documents, drawings and other deliverables produced by the consultant shall be vested to the client upon payment of consultant’s legitimate dues. In the event of non-payment of consultant’s dues, the proprietary rights shall remain vested with the consultants only for the portion for which the payments have not been made by the client/ employer.</p>	Provisions mentioned in RFP shall prevail.
122	Part-II,	113	Clause	Accounting, Inspection and Auditing.	Please refer SCC 25.3 also.

	section 8, GCC		25	<p><b>Query</b> We would like to ask that there be a limit date to this obligation and the obligation to keep the records. We suggest 3 years after completion of services</p>	
123	Part-II, section 8, GCC	113	Clause 27	<p>Proprietary rights. <b>Query</b> We request that the copyright and other intellectual property right over the deliverables and documents stay with the Consultant but that upon payment of Services, the client shall have the right to physical possession, use and disposal of the documents/deliverables provided to the client.</p>	Provisions mentioned in RFP shall prevail.
124	Part-II, section 8, GCC	113	Clause 27	<p>Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. <b>Query</b> Please confirm that the reports, materials and other deliverables provided by the consultant should become the property of the client only after full and final payment. On the same issue, in as much as the consultant shall be using its and bringing in its own software, please confirm that background intellectual property shall not pass on to the client, even if the same may have been used or incorporated in the documents submitted to the client. Background intellectual property shall refer to intellectual property already existing, licensed or patented under the name of the consultant or licensed from a third party or acquired or developed by the consultant independently.</p>	The provision of RFP are amply clear. Provisions mentioned in RFP shall prevail.
125	Part-II,	118	Clause	The Client shall pay the Consultant's invoices within	Provisions mentioned in RFP shall



	section 8, GCC		45.1 (c)	<p>forty Five (45) days after the receipt by the Client of such itemized invoices with supporting documents. ...</p> <p><b>Query</b></p> <ul style="list-style-type: none"> <li>•DFCC would appreciate that such huge consultancy assignments involve timely flow of funds to manage the operations and resources on the project. Hence, we propose that the payment of monthly invoices of PMC for Indian and foreign currency shall be made as follows : <ul style="list-style-type: none"> <li>- 80% within 7 days of invoice submission</li> <li>20% within 45 days of invoice submission</li> </ul> </li> </ul>	prevail.
126	Part-II, section 8, GCC	114 - 115	Clause 32.3	<p><b>Removal of Experts or Sub-consultants</b></p> <p>Any replacement of the removed Experts or Sub-consultants shall possess <b>better qualifications and experience</b> and shall be acceptable to the Client</p> <p><b>Query</b></p> <ul style="list-style-type: none"> <li>•We would request you to modify the Clause by specifying following points against the <b>highlighted text</b> <ul style="list-style-type: none"> <li>- For Key Experts (Category A &amp; B) as "Equal or Better" Personnel.</li> <li>For Non Key Experts (Category C to F) as RFP Criteria.</li> </ul> </li> </ul> <p>Also replacement CVs should be evaluated on the basis of overall equivalent score as indicated in Data Sheet , Clause 21.1 (iii) and if they are scoring equivalent to the CV of the key expert who is being replaced then client should approve such CV.</p>	Provisions mentioned in RFP shall prevail.
127	Part-II, section 8, GCC	114, 115	Clause 32	<p><b>Removal of Experts or Sub-consultants</b></p> <p>In the event that any of Key Experts, Non-Key Experts or Sub consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p><b>Query</b></p> <p>We request client to define the understanding of client</p>	For contractual purpose authorised representative of the client nominated during signing of contract agreement shall be the authority to decide incompetent or incapable in discharging duties assigned by PMC.

				of terms “ <b>incompetent or incapable</b> ” as this is subjected to be misused by the field level officials. In order that it is adequately guarded we propose that all removal cases shall be dealt by DFCC/HQrs instead of local CPMs.	
128	Part-II, section 8, GCC	115	Clause 33.1	Replacement/Removal of Experts – Impact on Payments <b>Query</b> In case Staff needs to be replaced on the guidance of DFCC, we would request you to kindly reimburse the demobilisation of the Staff to be replaced and mobilisation expense for the new Staff to be mobilized.	Provisions mentioned in RFP shall prevail.
129	Part-II, section 8, GCC	118	Clause 45.1 (b).	Mode of billing and payment. <b>Query</b> For the interim payments, there is no period for which the client could notify the consultant of any deficiency in the supporting documents. We request that the Consultant be notified of any defect or deficiency in the invoice or any of the supporting documents within 15 days of receipt of invoices, after which period the invoices and supporting documents should be considered as being complete and correct and thus deemed due and payable	Kindly refer GCC & SCC clause 45.1 (c) in which client's responsibility on consultant's itemized invoices within a time period of 45 days is mentioned. Provisions mentioned in RFP shall prevail.
130	Part-II, section 8, GCC	118	Clause 45.1 (b)	the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents <b>Query</b> Please clarify what supporting documents will be required by the client. It is understood that this being a lump sum contract for reimbursable portion – no supporting documents are required.	The contract is time based contract. Documents in connection with claim are required.
131	Part-II, section 8, GCC	118	Clause 45.1 (c)	Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant,	Kindly refer SCC cl. 45.1(c) also. Provisions mentioned in RFP shall prevail.

				<p>the Client may add or subtract the difference from any subsequent payments.</p> <p><b>Query</b> Please confirm that before any such withholding or addition or subtraction in the invoice, the client will provide the consultant with prior notice setting out the reasons for withholding/adding/subtracting to the invoice. This notice should not be more than 15 days after said invoice had been submitted. This would allow the consultant to provide the supporting documents or clarify any discrepancy.</p>	
132	Part-II, section 8, GCC	118	Clause 45	<p><b>Mode of Billing and Payment</b></p> <p><b>Query</b> We request to make processing of monthly bills an easy exercise similar to that being practiced on DFCC Western corridor. Also it must be clarified for processing of bills, works manuals of DFCC or measurement books or bill books should not be made binding in this regard.</p>	Provisions mentioned in RFP shall prevail.
133	Part-II, section 8, SCC	124	Clause 23.1.	<p>Limitation of Liability</p> <p><b>Query</b> Please clarify the terms “Gross Negligence &amp; Willful Misconduct” as they are not defined in the RFP. In the absence of a clearly spelled out description of these terms, how will the liability of the PMC be ascertained?</p> <p>Alternatively, we propose the following definition for the terms “Gross Negligence” and “Willful Misconduct” as:</p> <p>“Gross Negligence or Willful Misconduct in this context shall mean an act or omission carried out or not carried out by a director or person of similar rank in the Consultant's organisation with a conscious wilful and reckless disregard for the harmful foreseeable and avoidable consequences of such act or omission.”</p>	Provisions mentioned in RFP shall prevail. Kindly refer the reply to query no. 22 also.

134	Part-II, section 8, SCC	124	Clause 20.1 (i)	<p>Deficiency for services: (B)(a) errors in variation statements</p> <p><b>Query</b> Please confirm that the penalty applies only to material errors that cannot be corrected or have caused the client to incur damages. Some errors could be minor, easily corrected and might not have been borne by malicious intent.</p>	<p>PMC is expected to have best quality control in sending statements which may lead losses or damages to the client. The client expects nil errors in this regard.</p>
135	Part-II, section 8, SCC	124	Clause 20.1 (i)	<p>Deficiency for services: (B)(h) frequent replacement of personnel</p> <p><b>Query</b> Considering that the consultant is already penalized when replacing its personnel (remuneration is decreased to 90%), please consider to delete the clause as it will be a double penalty.</p>	<p>The clause pertains to remuneration of the experts during replacement has provision for restoring of remuneration rate also.</p> <p>The frequent replacement of experts is one of the deficiencies in services leading to penalties.</p>
136	Part-II, section 8, SCC	125	Clause 24.1	<p><b>a) Professional liability insurance, with a minimum coverage of contract amount in INR currency.</b></p> <p><b>Query</b> Please clarify that this coverage may be through our existing global/ umbrella insurance policy. Please clarify that consultant could submit an annual policy with aggregate annual coverage of contract amount, in currencies as quoted in contract price.</p>	<p>Kindly refer response to Query no. 51.</p>
137	Part-II, section 8, SCC	125	Clause 25.3	<p>The accounts and records in respect to the services shall be preserved for a period of minimum five years after completion of services</p> <p><b>Query</b> Five years is a very long period. Please confirm if the same could be shortened to 2 years.</p>	<p>Provisions mentioned in RFP shall prevail.</p>
138	Part-II, section 8, SCC	125, 126	clause 31.2 (a)	<p>Approval for the same will be communicated within 10 days by the client.</p> <p><b>Query</b> Please confirm that in the absence of any notice from</p>	<p>There is no provision of deemed approval.</p>

				client within the 10 days period, Consultant can consider the non-key expert as being approved.	
139	Part-II, section 8, SCC and Part-I, section 4, Form FIN-2	128,40	Clause 43.1 & 43.2 AND Form FIN 2-	<p>SUMMARY OF COSTS</p> <p>The Client;</p> <p>c) Shall reimburse to the consultant local Indirect Taxes mentioned in sub clause 41.2 of GCC payable as per applicable valuation rules as are determined by concern tax authority from time to time. The employer shall compensate the Consultants for any further local Indirect Taxes mentioned in sub clause 41.2 of GCC payable occasioned due to subsequent changes in valuation rules if any ;</p> <p>AND</p> <p>Indirect Local Tax Estimates (ii) {e.g., income tax on non-resident experts}</p> <p><b>Query</b></p> <p>We propose that once the proof of income tax deposit has been furnished the reimbursement of income tax of expats shall be done quickly. As per past experience it is seen that the income tax returns of the expats are being asked, which is difficult to arrange. Accordingly payment clause should be suitably modified to avoid such kind of delay in the project</p>	Provisions mentioned in RFP shall prevail.
140	Part-II, section 8, SCC	129	Clause 45.1 (a)	An advance payment 5% of Contract amount (interest free) in local/foreign currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first twenty five months after first five months of the Services until the advance payment has been fully set off. In case instalment of advance payment is more than the payable amount in the statement, The balance amount shall be recovered from next statement.	Provisions mentioned in RFP shall prevail.

				<p><b>Query</b> For PMC to make healthy cash flows for smooth execution of the project, we propose client that recovery of mobilization advance shall be linked to the number of invoices paid by DFCC instead of number of months after receiving the advance. This is because first payment is delayed to an extent that mobilization recovery becomes due.</p>	
	AYESA				
141	Part-I, section-2, ITC Data Sheet,	23	Clause 21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 10 points</p> <p><b>Query</b> Please confirm what is the upper limit for the number of projects related to the Specific experience in order to score 10 points.</p>	There is no such limit.
142	Part-I, Section-3, Forms	28	Form Tech-2	<p>B - Consultant's Experience, clause-4 For the purpose of brevity of information, the consultancy work pertaining to Railway lines of more than 50 Track Km should only be included.</p> <p><b>Query</b> Please confirm in the case of double tracked railway, does 50 track km mean 25 km long railway line.</p>	50 Track Km means 50 Kms. of railway track.
143	Part I- Section 2 ITC Data Sheet,	23	Clause 21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (General education, training, and experience)- 20% 2) Adequacy for the assignment (relevant education, training, experience in the sector, similar assignments)- 70% 3) Relevant Experience in region (working level fluency in local language(s)/</p>	Kindly refer response to Query no. 28.

				<p>knowledge of local culture or administrative system, Government organization, etc.) - 10% The minimum technical score (St) required to pass is: 70</p> <p><b>Query</b> Please provide the detailed break up for each sub criteria to enable to evaluate the marks.</p>	
144	Part-I, Section-7, TOR,	55	Para 3.0	<p>SCOPE OF SERVICES - PMC is discharging duties of Engineer as detailed in TOR under different phases of DB contracts as detailed below. a) Design Phase b) Construction Phase (including Manufacturing /Supply/ Installation) c) Testing, Commissioning and Taking over d) Defect liability Phase</p> <p><b>Query</b> In order to have proper deployment of the staff it is kindly requested to define the period/duration of each phase. PI confirm.</p>	Kindly refer response to Query no. 50.
145	Part-I, Section-7, TOR,	67	Para 6.0(c)	<p>Team Composition &amp; Qualification Requirement: Minimum Qualification and Experience requirement for Experts:</p> <p><b>Query</b> It is requested to kindly define the upper limit for the Qualification and Experience requirement for Experts, so that accordingly the CV can be proposed suitably.</p>	There is no such limit.
146	Part-I, Section-7, TOR,	55	Para 3.1	<p>Role and Functions of the PMC During Design Phase</p> <p><b>Query</b> It is kindly requested to confirm whether the design services can carried out from the home office of the consultant.</p>	Kindly refer response to Query no. 83.
147	Part I- Section 4 Form FIN-4	43	FORM FIN-4	<p>BREAKDOWN OF REIMBURSABLE EXPENSES Total Provisional Sum for above expenses has been kept as INR 25 Million. Consultant should make provision for the same</p> <p><b>Query</b> Kindly clarify whether the provisional expenses shall be reimbursed if these expenses increased more than INR</p>	Yes.

				25 Million.																															
148	Part-I, Section 7, TOR	58	Para 3.4	<p>PMC function during defect liability period: The PMC shall inspect the works at appropriate intervals during the Defect Liability Period and take action as per GC sub clause 11.1 of DB contracts.</p> <p><b>Query</b> Please specify list of experts required during defect liability period, also the duration and frequencies of these visits</p>	Kindly refer response to Query no. 58.																														
149	Part-I, Section 7, TOR	66	Para 6.0 (b)	<table border="1"> <tr> <td>K</td> <td>Key Expert Category</td> <td>(i) Chief</td> <td>8</td> <td>8</td> <td>1</td> </tr> <tr> <td>2</td> <td>A</td> <td>Design &amp; Construction Engineer</td> <td></td> <td></td> <td>6</td> </tr> <tr> <td></td> <td>(i) Railway Signal &amp; Telecom, civil and structure works, Track, OHE and Traction Power Supply (2x25KV), RAMS, Train Management System,</td> <td>(ii) Chief Contract Management expert</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>(ii) Contract management,</td> <td>(iii) Finance management Expert</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>(iii) Finance management (3 months each)</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p><b>Query</b> The position mentioned under Key Expert Category A does not match with the Description column. Also kindly clarify, whether there is a requirement of (ii) Chief</p>	K	Key Expert Category	(i) Chief	8	8	1	2	A	Design & Construction Engineer			6		(i) Railway Signal & Telecom, civil and structure works, Track, OHE and Traction Power Supply (2x25KV), RAMS, Train Management System,	(ii) Chief Contract Management expert					(ii) Contract management,	(iii) Finance management Expert					(iii) Finance management (3 months each)					Chief Contract Management expert and Finance management Expert are required. Kindly refer addendum also.
K	Key Expert Category	(i) Chief	8	8	1																														
2	A	Design & Construction Engineer			6																														
	(i) Railway Signal & Telecom, civil and structure works, Track, OHE and Traction Power Supply (2x25KV), RAMS, Train Management System,	(ii) Chief Contract Management expert																																	
	(ii) Contract management,	(iii) Finance management Expert																																	
	(iii) Finance management (3 months each)																																		



				Contract Management expert. (iii) Finance management Expert	
150	Part-I, Section 7, TOR	67	6.0 (c)	c. Minimum Qualification and Experience requirement for Experts International Experience in Railway & Metro Railway Projects with modern technology <b>Query</b> We understand that for Key expert- Category –A and B- International Experience in Railway & Metro Railway Projects with modern technology is required. We request you to kindly elaborate Modern Technology is related to 'speed', 'axle load', construction technology' or development involving IT.	Modern technology means technology which is being used now a days as best international practices for the purpose of construction of works involved in this assignment.
151	Part-I, Section 7, TOR	81	10.	PMC Service Outside Project Site Office Table A <b>Query</b> We request for an increase in Lodging Allowance, Local Transport allowance & other incidental & contingent Expenses by 25%.	Provisions mentioned in RFP shall prevail.
152	Part-II, Section 8, GCC	118	Clause 45.1 (c)	Mode of Billing and Payment (c) The Final Payment The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. <b>Query</b> We propose for reduction of time from sixty (60) calendar days to Twenty (20) days	45.1 (c) is not for final payment. Provisions mentioned in RFP shall prevail.
153	Part-II, Section 8, SCC	124	Clause 14.1	Expiration of Contract: The time period shall be 68 months. <b>Query</b> Kindly provide the duration of Construction period and	Defect liability period is 24 months. Balance is construction period.

				DLP period of the contract	
154	Part-II, Section 8, SCC	129	Clause 45.1(a)	<p>(1) An advance payment 5% of Contract amount (interest free) in local/foreign currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first twenty five months after first five months of the Services until the advance payment has been fully set off.</p> <p><b>Query</b> We propose for an increase in advance payment from 5% to at least 10% to cater for the mobilization and deployment in the initial works</p>	Provisions mentioned in RFP shall prevail.
155	Part-II, Section 8, SCC	131	Clause 49 (5)	<p>Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held Singapore/Dubai.</p> <p><b>Query</b> We propose for the arbitration to be held in India</p>	Normally place of Arbitration proceedings should be other than Government Country and Country of the Consultant. However, place of arbitration proceedings can be negotiated during contract negotiation stage with the highest combined score consultant.
156	Part-I, Section 2 ITC, Data sheet	24	Clause 26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is INR The official source of the selling (exchange) rate is: Reference rates of foreign currencies published by Reserve Bank of India (<a href="http://www.rbi.org.in">www.rbi.org.in</a>). In case reference rate/s published by RBI for a particular currency/ies is/are not available, selling rate/s of the currency/ies may be obtained from the website <a href="http://www.oanda.com/currency/historical-rates">http://www.oanda.com/currency/historical-rates</a>. In case selling rate/s of the currency/ies is/are not available on the above website also, midmarket rate of the currency may be obtained from the website <a href="http://www.xe.com/ict/">http://www.xe.com/ict/</a> The date of the exchange rate is: 28 days prior to deadline for submission of RFP.</p> <p><b>Query</b></p>	Kindly refer response to Query no. 30.

				Kindly confirm in case of extension of submission date, exchange rate for original RFP submission date holds good.	
157	Part-I, Section 7, TOR	52-53	Para 1.1, Para 1.2	<p><b>Techno-Economic Feasibility Study</b> Indian Railways (IR) engaged M/s RITES to carry out a feasibility study followed by Preliminary Engineering cum Traffic Survey (PETS) for construction of a Dedicated Multi Modal High Axle Load Freight Corridor with computerized Train Control System between Sonenagar –Ludhiana on the Eastern Corridor and Mumbai to Delhi on the Western Corridor. The feasibility report was submitted by RITES in January 2006 and the final PETS Report was submitted in January 2007.</p> <p><b>JICA Feasibility Study</b> Following the request from the Government of India, the Government of Japan decided to provide technical assistance to assess the feasibility of the project. The study was taken up by Japan International Cooperation Agency (JICA) and was carried out from June 2006 till November 2007. The study concluded the engineering feasibility and financial viability, as well as confirmed the environmental issues and impacts of the Project. The Feasibility Study recommended the phased implementation of the Project.</p> <p><b>Query</b> Techno economic feasibility / Feasibility study: Request to please share the Techno economic feasibility prepared by RITES and Feasibility prepared by JICA for thorough understanding of the project</p>	Kindly refer response to Query no. 31.
158	Part-I, Section 7, TOR	54	Para 2.3 (p)	The Project Management consultancy service is to assist the Employer in implementation of the Project which include but not limited to: Preparing maintenance manual outlining the routines to be adopted in each area, for bridges and other	Kindly refer response to Query no. 32.

				important structures, electrical, signals and telecommunication items. <b>Query</b> To assist the client in preparing the Maintenance manuals It is suggested that the manuals should either be prepared by DB contractor or OEM and should be finalized by PMC after review.	
159	Part-I, Section 7, TOR	55	Para 2.4	The PMC may from time to time, assign duties and further delegate authority to assistants and may also revoke such assignments and delegations. These assistants may include resident engineers/deputy team leader, inspectors and test personnel. These assignments, delegations and revocations shall not take effect until they have been duly notified to DFCCIL and the Contractors. Each assistant shall only be authorized to issue instructions to the Contractors to the extent defined in the notice of delegation. Any approval, instruction, notice, request or similar act by an assistant, in accordance with this delegation, shall have the same effect as though the act had been an act of the PMC, <b>Query</b> Whether PMC will notify the DFCCIL regarding assigning duties/delegation of authority or is PMC required to wait for formal approval from DFCCIL for such delegation to assistants?	Kindly refer response to Query no. 34.
160	Part-I, Section 7, TOR	55	Para 3.1	Design Phase includes review and approve Contractors documents which includes preliminary design, drawings and definitive/ detailed design and drawings and specifications, Design phase also includes preparation of a construction supervision manual in consultation with the employer. Outlining routines and procedures to be applied in management, construction supervision and administration to suit the present work requirement Design phase begins with commencement date of DB contracts.	Kindly refer response to Query no. 35.

				<p><b><u>Query</u></b>  Since design phase for PMC commences with the commencement date of DB contracts, it may be clarified whether DB contractor is in place. If not, how PMC man-months will be accounted for during idle time.</p>	
161	Part-I, Section 7, TOR	57	Para 3.2 (d).	<p>In the event that the Contractor fails to achieve any of the Project Milestones, the PMC shall undertake a review of the progress of construction and identify the causes of delays, if any. If the PMC determines that completion of the works is not feasible within the time specified in the Contract, it shall require the Contractor to indicate within 15 (fifteen) days of its notice to the Contractor the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. This notice to the Contractor shall be copied to DFCCIL. Upon receipt of the Contractor's response, the PMC shall review the same and send its final determination to DFCCIL and the Contractor forth with.</p> <p><b><u>Query</u></b>  Delay on part of the contractor for remedial action and non-adherence to contract implementation schedules, thereby creating a condition for time extension will affect the provision for PMC man-months. In such an eventuality what provision exists to compensate for PMC man-months i.e. whether they would be compensated by man-month rates quoted by the consultant and accepted by DFCCIL or compensation for extra time of the consultant would be on the basis of freshly negotiated man-month rates?</p>	Kindly refer response to Query no. 37.
162	Part-I, Section 7, TOR	60	Para 3.5(m)	<p>The PMC shall make use of Management Information Systems (MIS) in carrying out its assignment and provide read-only remote access to its MIS records and reports to DFCCIL. PMC shall submit its report to DFCCIL regarding the proposed use of MIS in carrying</p>	Kindly refer response to Query no. 39.

				<p>out its assignment and any innovative applications e.g. Electronic Management of RFI submission, review and close out. PMC shall also provide remote access to DFCCIL to its MIS records and reports.</p> <p><b>Query</b> Please clarify whether software for MIS will be provided by DFCCIL or consultant will have purchase on their own. In case consultant is required to purchase MIS software, can consultant include the cost of software in their financial offer?</p>	
163	Part-I, Section 7, TOR	61	Para 3.5(aa)	<p>PMC will comply with the provision of Enterprise wide IT System as detailed below Review training modules for the DFCC personnel including operating and maintenance staff and provide assistance to DFCC in organizing training within and outside India for DFCC personnel in the field of modern technologies and constructions process.</p> <p><b>Query</b> There is requirement for review of training modules for the personnel, but there is no training expert in the staff. Request you to add training position in the Non-Key experts list of personnel.</p>	Consultant is free to add new position as per his own assessment and requirement of the Work.
164	Part-I, Section 7, TOR	81	Para 9.	<p>Working Hour PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty-Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period Working Hours PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period.</p>	Query is not clear. Provision of RFP is repeated as query.

				<p><b>Query</b>  PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty-Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period.</p>	
165	Part-II, Section 8, GCC	118	Clause 45 (a)	<p><u>Advance payment.</u> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee. acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off</p> <p><b>Query</b>  Please confirm the process in case the EMI is lower than the billing for that particular month, as this may happen in the initial stages.</p>	Kindly refer response to Query no. 59.
166	Part-II, Section 8, GCC	109	Client 19.1.1	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days'</p>	Provisions mentioned in RFP shall prevail.

				<p>written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p><b><u>Query</u></b> Termination: If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the contract. In our opinion, this sub – clause appears to be arbitrary and hence, may be deleted</p>	
167	General			<p>Age Limit for the proposed key personnel's.</p> <p><b><u>Query</u></b> We understand that there isn't any age limit criteria for the proposed key personnel's. PI confirm.</p>	Understanding is correct.
168	General			<p>Reimbursable Expenses</p> <p><b><u>Query</u></b></p>	Reimbursable expenses will be reimbursed as per actual according to



				A reimbursable cost is a fixed cost and no vouchers or receipts will be provided or submitted. PI confirm.	provision in Form FIN-4(C). Supporting documents wherever applicable may be required before release of payment.
169	General			<p>Proposal Submission Date: The proposal must be submitted no later than 6th Dec 2016.</p> <p><b><u>Query</u></b>  This bid requires collaboration between international consultants which requires more time. Also a large number of international experts will be required to be identified from all over the world, their CV and eligibility ascertained. For submission of the bid of this magnitude, a minimum time of 6 weeks may therefore be given after issue of clarification(s) and/ or amendment(s) to RFP by the Client. PI confirm.</p>	Kindly refer response to Query no. 2.