

Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)
Response to Queries from Prospective Applicants

Project Management Consultancy Services for

Construction of Double Line Electrified Railway Track with Signalling & Telecommunication system and related infrastructure for Rewai-Vadodara section (Approx 922 Route Kms) of Phase-1 of the Western Dedicated Freight Corridor

S. No.	Relevant Part of RFP	Query	Observation	DFCCIL Reply
1.	Letter on invitation, Item 9 (Page 4)		Please confirm that Bid Security needs to be valid till 3 rd December, 2013.	Yes, subject to deadline for submission of proposal being unchanged on 7 th June, 2013.
2.	Instruction to Consultants, Clause B, Item 7 (b) (Page 14)	Does the term “Key Experts” mean only those experts listed in Data Sheet?	We understand the term “Key Experts” in the RFP to indicate only those 11 Pro. A and 13 Pro. B experts described in the data sheet on page 32. Please confirm	Yes, the term “Key Expert” has been defined at clause 1(o) of instructions to consultant (Page-9).
3.	Instruction to Consultants, Clause B, Item 9.2 (Page 16)	Does the term JV also mean consortium?		For the purpose of this clause, yes.
4.	Instruction to Consultants, Clause B, Item 10 (Page 17)	What does “about” mean? Can we assume it means up to one page extra for any of the required documents?		“About” means here “Approximate”.

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5.	Instruction to Consultants, Clause B, Item 10 (Page 19)	Can man-months be shifted between expats and locals? In this case, the minimum total of 19,790 would not be changed.		System of selection here is QCBS and minimum M/M has to be specified. Prospective Applicants can suggest modification and raise the query for consideration about what should be the minimum man-month.
6.	Instruction to Consultants, Data Sheet, Item 2.1 (Page 28)	Is the loan amount mentioned in Item 2.1 for the entirety of Phase-1? That is, does it indicate costs for contractors consultants, etc.?		The amount mentioned here is the 1 st tranche of loan sanctioned for Phase-1 of WDFC. It is intended that part of the proceeds of this loan will be applied to eligible payments for Contractors and Consultants.
7.	Instruction to Consultants, Data Sheet, Item 8.1 (Page 29)		Please confirm that Clarifications can be submitted till 18 th May, 2013.	No, till 17 th May, 2013
8.	Section 3, Form TECH-2, Clause B (Page 39)	Are 20 pages for consultant's experience the total for all of the consultants of consortium with multiple members?		Approximate 20 pages are required to be submitted for the consortium and not for the individual members of consortium
9.	Section 3, Form TECH-		There is no mention of any staff or facilities in Clause	Form TECH-3 (B) may be considered as deleted. Please

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	3, Clause B (Page 40)		2.5 of the Data Sheet.	refer to item no. 5 of Addendum-1 to the RFP Document in this regard.
10.	TOR, Clause 3.11 (Page 73)	Based on the text of this clause, it seems that 4 offices will be need to be established by the consultants for the core management team and the three zonal management teams. Is that correct?		No, it is proposed to establish one Core Management Team (CMT) office at Delhi/NCR and one Head Quarter office for coordination of Zonal Management Teams (ZMTs) within the jurisdiction of proposed PMC services i.e. at Jaipur/ Ajmer/ Ahmedabad.
11.	TOR, Clause 4 (Page 76)	Based on the text of the clause, the PMC is to be the Engineer throughout the entirety of the Project, from the design phase through the construction phase till the defect liability phase. Is that correct?		Yes.
12.	TOR, Clause 4.4 (J) (Page 82-84)		A documentation system, GIS ERP, etc is to be introduced and the consultant is required to use these systems. However, no positions for an IT or documentation specialist has been	This is up to the Applicants to consider the requirement in their Proposal.

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			provided.	
13.	Section 7 (Page 179)		Please confirm that sub-consultants can be from any of the eligible countries, while partners can only be from Japan and India	Yes.
14.	TOR, Clause 2.2, Last Sentence (Page 71)		It is suggested that the phrase "... shall ensure" be revised to read "... shall make be efforts to ensure..."	The language of the clause is very clear and no correction is required.
15.	TOR, Clause 2.3, 1 st Item (Page 71)		GC Sub Clause 2.1 does not seem to refer to site access. Please clarify.	Reference to GC sub clause 2.1 here is for the main contract i.e. D&B contract.
16.	TOR, Clause 2.3, 2 nd Item (Page 71)	It states that PMC shall assist the Employer regarding: "Verification of reference points for execution of work by the contractor." Does this mean that PMC will approve documents on survey matters by Contractor specified in Bid Documents Vol. II & III (Employer's Requirements) in (Appendix 2)?	In additions, please confirm that contractors shall be responsible to create and maintain the reference points.	Please see clause 3&4 of the Terms of Reference for Scope, Role and Functions of PMC.

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17.	TOR, Clause 3.9 (Page 73)		The word “Endorsement” should be deleted from the title of Clause 3.9.	No correction is required.
18.	TOR, Clause 3.10 (Page 73)		The word “Endorsement” should be deleted from the title of Clause 3.10	No correction is required.
19.	TOR, Clause 3.13 1 st Sentence (Page 75)		The phrase “...overview and” should read “...oversee...”	The meaning of the clause is clear. No further change is required.
20.	TOR, Clause 4.2 1 st Sentence (Page 80)		It is stated that a “section is taken over by the PMC in terms of GCC clause 10.1”. There is no GCC Clause 10.1. Please clarify.	Reference to GCC clause 10.1 here is for the main contract i.e. D&B contract. Also, please refer to item no. 14 of Addendum-1 to the RFP document in this regard.
21.	TOR, Clause 4.4 G (Page 82)		GC Sub Clause 2.1 does not seem to refer to site access. Please clarify.	Reference to GC sub clause 2.1 here is for the main contract i.e. D&B contract.
22.	Section 6, SCC, Clause 4.2.2 (Page 163)	What happens if the “reasonable cause” of the Employer does not seem reasonable to the PMC?	As this may affect PMC’s billable monthly rate, the process for determining reasonable cause so that consensus can be reached between PMC and the Employer is important. Please explain how this	The clause does not allow arbitrary action by Employer since it links cause of dissatisfaction to “performance”. The clause also states that written request from Employer specifying the grounds for dissatisfaction will

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			would be done.	be required for action under this clause.
23.	Section 6, SCC, Clause 8.2, 1.(c) & (d)		It is suggested that the Consultant be allowed to choose his own arbiter so that his interests may be properly represented.	The consultant has been allowed under this clause to choose his own arbitrator from the given panel. No further correction is required.
24.	Section 6, SCC, Clause 8.2, 4		It is suggested that the arbitration proceedings be held in a neutral venue such as Singapore.	No correction is required in this matter.

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25.	11.1 (i)	30	In Cl. 11.1 (f) of ITC, the minimum number of Man-months are specified. It is requested to replace the “minimum number of Man months” with “Indicative number of manmonths” with a view to providing the Consultant flexibility for re-structuring the same for better efficiency and optimum utilization of the resources.	System of selection here is QCBS and minimum M/M has to be specified. Prospective Applicants can suggest modification and raise the query for consideration about what should be the minimum man-month.
26.	14.2	31/32	It is understood that only 11 Cvs of Pro ‘A’ and 13 CVs of Pro-B experts shall be evaluated. Accordingly the Consultant is required to submit total 11 Cvs of Pro A and 13 Cvs. of Pro ‘B in its Technical Bid’. Please confirm.	Yes, the term “Key Expert” has been defined at clause 1(o) of instructions to consultant (Page-9).
27.	2.2	70	It is stated that: “PMC is required to support the Employer in implementation of Design, Construction, Testing & Commissioning. Their services would include without limitation review and approval of Design prepared by the contractor.....”. In this context it is submitted that: a) Inclusion of “ without limitation ” in defining the Scope of Work of the consultant is suggestive of some inherent additional Scope of Work which is not clearly defined. Please clarify. b) The requirement of “ approval of Design..... ” does not match with the requirements specified in para 3.9 of Section 5 – Scope of consultancy Services, which states that “PMC shall review the Detailed	a) “Without limitation” means services not limited to those mentioned in clause 2.2 but which come under the overall scope of the Consultancy. b) The requirement is very clearly specified in Clause 3.9 and 3.10 of section 5 and does

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			Design prepared by the Contractor..... and issue No Objection Certificate.....”. Please clarify.	not require any further elaboration.
28.	4.4 (V)	85	It is specified that PMC shall scrutinize/review statutory applications like CRS/EIG applications and related follow-up work in this connection Please clarify as to who will prepare CRS application and who will apply for CRS Sanction?	CRS/EIG application will be prepared by Contractor and reviewed by PMC. Employer will apply for sanction.
29.	4.4 (Z)	85	It is stated that “PMC shall be responsible for completion of project as per scheduled time stipulated in agreement with Contractors”. Since the role of PMC is to supervise and monitor the work to be done by the Contractor, the prime responsibility of completion of the project rests with the Contractor, this requirement may please be modified to include “PMC will make all efforts to ensure timely completion or Work by the Contractor”. Please consider.	Duties and role of PMC are very clearly defined about project completion. Clause 4.4(Z) is to be read in association with Cl. 9.2 of Section 5.
30.	10.2	97	[With reference to Cl. 10.2 at Pg No. 97] It is specified that testing for acceptance of material for Factory Acceptance Test shall be arranged by PMC through independent specialized inspecting agencies and their cost (for inspection & testing) will be reimbursed to PMC by the Employer on actual basis. [With reference to Cl 3.16 at Pg No. 76] It is specified that Technical Assistance Consultant may be appointed to plan and design the training modules	The provision has been kept to avoid delay in payment of outside agency and this will be outside the PMC budget.

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	3.16	76	for training of the Employer’s personnel. Since the “independent specialized inspecting agencies” and “Technical Assistance Consultant” shall be appointed by the Employer, it is requested that the cost of such specialized agencies/ consultant to be directly paid by the Employer. Please consider.	
31.	11.5	98	It is specified that the Consultant shall maintain the following new furniture and equipment in the office..... It is understood that the office furniture and equipment shall be maintained by the Contractor. Please clarify.	The facilities provided by the Main Contractor to Employer/ Engineer are very clearly defined in Clause 5 & 6 of Appendix-9 (Temporary works) of Vol-II of Bid Documents for CT P-1&2. No further clarification is required.
32.	3.11 B (xiii)	74	The specified Scope of Work includes to train of the personnel of DFCCIL to enhance their capacity in terms of environmental management. The scope and details of training for environmental management is not clearly defined. Please clarify.	Requirement of SHE has been clearly defined in the main document and any training to enhance the capacity in terms of environmental management has to be assessed by applicants.
33.	--	--	Since the alignment is generally running parallel to the existing IR Tracks, various GADs / designs as prepared by the contractor shall require approval from IR. Please clarify who shall be responsible for getting approval from IR?	Employer will arrange approvals from Railways.
34.	10. Technical Proposal		It is indicated in 10.1 (Page 17) that a page is considered to be one printed side of A4 or letter size	Yes, A3 size paper may be used as part of proposal.

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	Format and Content 10.1		<p>paper.</p> <p>However, we understand that only accepting A4 or letter size paper constrains us from effectively presenting a work flow chart and personal schedule, etc. Hence, we would like to ask for your acceptance to use A3 size paper in which it will be counted as one (1) pages of A4 size paper.</p>	
35.	10. Technical Proposal Format and Content 10.1 Experience of the firm (TECH-2A)		<p>It is indicated in 10.1 (Page 17) about two (2) pages introducing the Consultant's organization and general experience.</p> <p>It is correct to understand that we can submit every two (2) pages by company if Consultant compose a Joint Venture or Association.</p>	Yes, 2 pages are required for every company in case of Joint Venture or Association.
36.	10. Technical Proposal Format and Content 10.1 Experience of the firm (TECH-2B)		<p>It is indicated in 10.1 (Page 17) about twenty (20) pages of relevant completed projects illustrating the Consultant's relevant experience.</p> <p>It is correct to understand that we can submit every twenty (20) pages per each company if Consultant compose a Joint Venture or Association.</p>	Approximate 20 pages are required to be submitted for the consortium and not for the individual members of consortium

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37.	---	---	It is understood that the required office accommodation including its rental, furnishings and maintenance etc. For Core Management Team shall be provided by the Employer free of cost and shall be near to the Employer's headquarter. Please confirm.	Core Management Team will be required to be stationed in Delhi/NCR for coordination with DFCCIL Corporate Office.
38.	9. Deficiency of Services in Section 5 – Terms of Reference	96-97	<p>Existing Provisions:</p> <p>The Bid Documents provides for levying Liquidated Damages @0.05% per week of Deficiency of Services w.r.t. different Contract Packages having pre-defined weightages.</p> <p>The items constituting Deficiency in Services is also defined.</p> <p>Query:</p> <p>It is submitted that:</p> <ol style="list-style-type: none"> 1. Since the role of PMC is to supervise and monitor the work to be done by the Contractor, the efficiency of PMC entirely depends on the quality of submissions/ work of Contractor. 2. This being a Man-month contract wherein the mobilization of the experts and period of mobilization shall be with prior approval of the Employer. In case of unsatisfactory performance of the experts, the expert shall be replaced with approval from Employer with reference to the provisions of Cl. 8.4 of Section 5. 3. The listed items of constituting the Deficiency in Services are subjective in nature and thus cannot 	<p>Not agreed.</p> <p>Clause 9.2 of TOR clearly states that LD shall be imposed for “..... delay solely attributable to acts fo PMC or due to personnel by PMC.....”</p>

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			be quantified in terms of period of delay in services by the PMC. In consideration to the above, it is requested that Clause 9 of Section 5 – Terms of Reference may be deleted.	

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39.	1/ix	103	ix) Disasters “Involvement of Specialists to identify any slopes in stability potential, any unstable or rock joint rapture hazard, to study bed rock geology along with characterization of weak zones in critical hill blocks”	In the DFC Phase-1 study there is critical hill block which required rock geological study. This item should be clarified.	Language of the item is very clear. No further elaboration is required.
40.	2/i	103	Natural Environment i) Flora Special Care be taken of eco sensitive area like Gulstanpur and Aravali regions.	Gulstanpur Reserve forest and Aravali region are not affected by the DFC Phase-1 alignment. Instead of above mentioned two areas, Balaram Ambaji Wild Life Sanctuary and Thol Bird Sanctuary should be included.	Agreed. Please refer to item no. 24 of Addendum-1 to the RFP Document in this regard.
41.	2/ii	103	<ul style="list-style-type: none"> Detailed Study of SGNP to ascertain future development aspects. Study of Gulstanpur Reserve Forest Area to minimize the loss of habitat. 	Gulstanpur Reserve Forest and Sanjay Gandhi National Park are not affected by the DFC Phase-1 alignment. Instead of above mentioned two areas, Balaram Ambaji Wild Life Sanctuary and Thol Bird Sanctuary should be included.	Agreed. Please refer to item no. 25 of Addendum-1 to the RFP Document in this regard.
42.	3	104	Aravali Eco sensitive area	Aravali Eco sensitive area is not affected by the DFC Phase-1 alignment. The need for the study of this item	Clause 3 pertaining to Aravali Eco Sensitive Area deleted.

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				should be clarified.	Please refer to item no. 26 of Addendum-1 to the RFP Document in this regard.
43.	5	104	<p>5. Ground Water</p> <ul style="list-style-type: none"> Formation Level in the tunnel section to be considered to minimize the impact on the hydrological conditions in each watershed resulting from seepage on both side of the tunnel. 	There is no tunnel section under DFC Phase-1 alignment. This item should be clarified.	<p>Reference to tunnel deleted.</p> <p>Please refer to item no. 27 of Addendum-1 to the RFP Document in this regard.</p>
44.	Para 10.2	97	As per of the RFP document, FAT materials shall be arranged by PMC through independent specialized inspecting agencies approved by DFCCIL. Please advise whether the testing shall be required to be witnessed by PMC.		Witnessing of tests by PMC will be decided if required and payment will be on actual basis.
45.	Annexure 5, para 1.1(2)	131	We require that all equipment and material shall be subjected to inspection and the witnessing to tests by the Engineer and/or Employer. As per ST P-5 Bid Documents, most of the signalling equipment shall be		No.

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			inspected by RDSO. Please advise whether the inspection by RDSO shall be required to be witnessed by PMC.		
46.	Annexure 5, para 1.1(2) and 1.4 (2)	131	We require that all equipment and material shall be tested before delivery. Normally, there are certain cases where waiver of inspection is done by the Engineer with Employer's approval e.g. in case of low value items. Please confirm that it will be applicable in this PMC.		Yes
47.			Please advise whether DFCCIL envisages setting up of any training centre(s) for different systems. If yes, then its proposed location and systems bring covered and whether PMC's role will include supervision of its setting up.		PMC's role and scope will be as per scope and provision in the D&B contract packages. DFCCIL has not envisaged setting up any such training centre.