

EOI notification-2019/HQ/EN/PWC/HHRI/GC dated 22-06-2019 read with Amendment no-1 dated 17-07-2019 & TOR as uploaded on DFCCIL Website[Ref-serial no-3 of the Amendment no-1 dtd 17-07-2019 to EOI notification].

RFP no- 2019/HQ/EN/PWC/HHRI/GC dated 22-01-2020 read with Amendment no-1 dated 24-02-2020

Name of Assignment- Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as 'Consultancy Services').[Ref-ITC sub Clause no-2.2 Data sheet-Part-E-Section-2 of the RFP(at Page no-27)]

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Following is Client's clarification, in terms of ITC sub clause no-13.1, to the Short listed Consultant's Queries, with respect to Pre-Proposal conference held on 07-02-2020, on the referred RFP. The aforesaid Client's clarifications, as appended in a similarly titled Column of the below appended Table, are meant to be mere clarificatory , in nature & purpose and shall not be a part of Contract Agreement. The Client & Consultant's rights and obligations shall be subject to [to be executed by the Parties, subsequently, after successful Contract Negotiation, held, in terms of ITC sub Clause no-28 Data sheet, at Page no-23-24 & 31 of the RFP] the Contract Agreement. No Part of aforesaid Client's clarifications can be reproduced by the Short listed Consultants /successful Consultant to drive home a point or can be cited as a basis for any request related with change in Tendering process.

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
1.	Section 2: Instructions to Consultants E. Data Sheet A. Preparation of Proposals Page 31	17.7 and 17.9	"The Proposals must be submitted no later than: Date: 28 February 2020 Time: 15:00"	As highlighted during the pre-bid, the scope of work of this RFP is very comprehensive and accordingly proposal preparation would require coordination / discussions with various consortium members. Further, given the nature of requirements of the RFP, bidders would need time to create responsive proposals. Accordingly, we request that the bidders be provided clear 3 weeks after issuance of the response to the queries: In case the responses are provided only in the next calendar year, we request Authority to provide 4 clear weeks from the date of issuance of responses.	Please refer Addendum no-1 dated 24-02-2020, as uploaded on DFCCIL Website, wherein the Proposal submission deadline has been extended from erstwhile 28-02-2020 up to 27-04-2020. Please , also , refer Addendum no-2 dated 27-03-2020, as uploaded o DFCCIL website, wherein the

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
					submission Deadline and the deadline to submit client Clarification [in terms of ITC 13. Data Sheet] has been , indefinitely, postponed.
2.	Section 7: Terms of Reference	(ii)	<p>1. Objectives of the Assignment</p> <p>a) The objectives of this Consultancy Contract is to engage a Consultant to obtain Consultancy Services for setting up and operationalizing 'Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL).</p> <p>b) Above Objective Assignment, as defined under ITC sub Clause 1.(x).Data Sheet and under PC sub Clause 1.1.(t)[Services], have been further encapsulated under following two 'Key Objectives' as under;</p> <p>Key Objective-1 Consultant shall be obliged to support the Client in all the tasks, as explicitly stipulated in this Section-7-TOR or implied therein and Tasks which are necessary (although not mentioned in this RFP/Contract) to set up the Heavy Haul Research Institute</p>	<p>It may be noted that the way currently the RFP is drafted, it could be interpreted that the scope of work for the consultant is taking over the complete operations / achieving objectives of HHRI.</p> <p>While based on discussions with DFCCIL during the pre-bid it is understood that the scope of work of consultant is only to support in operationalization of HHRI, however in the RFP the term suggests</p> <p>"To elaborate, the object of the services is to provide Consultancy Services to the DFCCIL in establishing the said Heavy Haul Research Institute (HHRI) of Global standard and operationalizing the HHRI covering entire area of Heavy Haul operations.</p> <p>(i) To bring world's best practice in Heavy Haul Railway to the Indian railways (ii) To lead the transformational changes required in operations to achieve best heavy haul industry practice in rolling asset and network capacity utilization. (iii) ..."</p>	<p>In this regard, please Refer the title of the assignment , as appended on Page 1 of 2 of the EOI notification and the 'Terms of Reference(TOR)' , as uploaded on the DFCCIL Website, in terms of serial no-3 of Addendum no-1 dated 17-07-2019[to the EOI Notification],wherein , the scope and objective of the 'clearly cited' Assignment were clearly conveyed without any ambiguity.</p> <p>Accordingly, the Consultants submitted their EOI On 09-08-2019 and</p>

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			<p>(HHRI) under the aegis of DFCCIL, in full functionality at Par with similar Global Heavy Haul Research Institute, with in a period of 18 months from the Commencement of Services.</p> <p>Key Objective-2 In addition, Consultant, after the aforesaid Complete setting up of HHRI under the aegis of DFCCIL, shall support the Client in operationalizing of HHRI for a further three Years period (36 months) beyond the aforesaid 18 months period for the Key Objective-1 i.e. 54 months from the Commencement of Services.</p> <p>c) To elaborate, the object of the services is to provide Consultancy Services to the DFCCIL in establishing the said Heavy Haul Research Institute (HHRI) of Global standard and operationalizing the HHRI covering entire area of Heavy Haul operations.</p> <p>(i) To bring world's best practice in Heavy Haul Railway to the Indian railways</p> <p>(ii) To lead the transformational changes required in operations to achieve best heavy haul industry practice in rolling asset and network capacity utilization.</p>	<p>We would like to highlight that from the above it could be construed that the consultants scope is to support in establishing the HHRI and run HHRI operations for three years (support period) - including achieving the key objectives of HHRI.</p> <p>Given the intention of DFCCIL, we request the same be amended to as follows:</p> <p>1. Objectives of the Assignment</p> <p>a) The objectives of this Consultancy Contract is to engage a Consultant to obtain Consultancy Services for setting up and operationalizing 'Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL).</p> <p>b) Above Objective Assignment, as defined under ITC sub Clause 1.(x).Data Sheet and under PC sub Clause 1.1.(t)[Services], have been further encapsulated under following two 'Key Objectives' as under;</p> <p>Key Objective-1 Consultant shall be obliged to support the Client in all the tasks, as explicitly stipulated in this Section-7-</p>	<p>subsequently, short listing of Consultants was done and announced.</p> <p>However, to Address the Shortlisted Consultant's concern, Please refer Item no-1 of Addendum No-3 to the RFP for HHRI.</p>

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			(iii)"	<p>TOR or implied therein and Tasks which are necessary (although not mentioned in this RFP/Contract) to set up the Heavy Haul Research Institute (HHRI) under the aegis of DFCCIL, in full functionality at Par with similar Global Heavy Haul Research Institute, with in a period of 18 months from the Commencement of Services.</p> <p>c) To elaborate, the object of the services is to provide Consultancy Services to the DFCCIL in establishing the said Heavy Haul Research Institute (HHRI) of Global standard and <u>provide advisory support</u> to HHRI in specific areas of heavy haul operations as highlighted in the detailed Tasks. <u>Further, it may be noted that the Consultant would not be responsible for any operations of HHRI and management decision making</u>"</p>	
3.	Terms of Reference 2 Relevant information regarding the Assignment		Consultant shall provide all the required (explicit or implied) inputs for the specific achievement of the 'Key Objectives of the Assignment' [Key Objective-1 & Key objective-2] as defined above.	<p>The current clause suggests that consultant shall provide all required inputs (explicit or implied) for the achievement of Key Objectives of the Assignment.</p> <p>We would like to highlight that such an open ended clause puts consultants at a very high risk as the scope items which are not currently envisaged / detailed in the Terms of Reference, could later be made to be part of the scope of work. We request DFCCIL to</p>	As regards, the provision in Key Objective -1[Para-1 of TOR-Section-7 of the RFP, at Page no-58], The Client intent remains unchanged as to the essence of the Key Objective-1 which continues to be confined to the

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				remove this clause and detail out the scope of work in the RFP upfront to ensure there is no scope creep in the future.	<p>setting up of HHRI, under the aegis of DFCCIL, in full functionality, at Par with similar Global HHRI, within a period of 18 months from the Commencement of Services. The aforesaid Client's intent is also reflected in Key deliverables, as mentioned with specificity, in Annexure-1 to TOR [Appendix-A].</p> <p>As regards the Input required to meet such a Clearly /specifically conveyed Key objective, It unambiguously means whatever inputs are necessary, in the considered wisdom of the Consultant to meet the Key Objective-1, have to be provided by the consultant.</p>

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4.	Terms of Reference 2 Relevant information regarding the Assignment	Point e & f	<p>e) "Towards Contract implementation, the Consultant shall, inter alia & in general, be responsible for:....."</p> <p>f) The implementation of the HHRI shall be oriented to develop system parameters for heavy-haul freight systems which, while catering to India specific site conditions, would be comparable with Global Heavy Haul systems. In this direction, the related Plan and Program shall provide comprehensive performance specific specifications for key asset components (e.g. infrastructure, motive power, wagons and maintenance equipment) related Technologies, in areas which may, also, include:....."</p>	<p>While we appreciate DFCCIL trying to provide relevant information about HHRI to give more information to bidders on HHRI, as highlighted during the pre-bid, the way information is provided and various clauses are drafted, we see high risks of lack of distinction of role of HHRI and role of consultant. We wish to highlight that Section II of the Terms of Reference "II-Description of the Tasks assigned to the Consultant" clearly indicate the scope of work and accordingly request that Points e and f of the Relevant information be deleted from the RFP.</p>	<p>Tasks –E&F of Para-II[Description of Task assigned to the Consultant], as contained in sub Para 5&6 respectively, of TOR-Section-7, at Page 65-66 of the RFP are not a new insertion but are, in terms of the similarly titled and described Tasks in the 'Terms of Reference(TOR)', as uploaded on the DFCCIL Website, in terms of serial no-3 of Addendum no-1 dated 17-07-2019[to the EOI Notification].</p> <p>As conveyed, above, Consultants have, in accordance with EOI Notification and the TOR uploaded on the DFCCIL website, prepared and submitted their EOI, leading to their short listing.</p> <p>Therefore, No Change is envisaged.</p>

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5.	Terms of Reference Section II Description of the Tasks assigned to the Consultant		<p>Task B: Establish a Research agenda: This shall include:</p> <p>Establish detailed research plan for HHRI to be undertaken, in the first 3 years after setting up. The consultant shall take into consideration the research areas proposed above as well as new areas which have emerged or appear to be emerging, as a result of the recent research and recommendations made in areas of Rail Infrastructure Maintenance philosophy, operations model, commercial and marketing model etc. of DFCCIL by various agencies and Global Trends available & prepare a detailed Program Report containing Research plan. Such research plan shall clearly include various research areas, objectives and expected outcomes which are aligned with priorities of DFCCIL as well as overall Heavy Haul ecosystem in India.</p>	<p>As highlighted earlier, the role of consultancy should be to support DFCCIL / HHRI in establishing and operationalization of HHRI. Considering the same, the scope of consultant should be to support DFCCIL / HHRI in identification of key research areas – which would be important from heavy haul operations perspective, rather than being responsible for establishing the research agenda for HHRI. Accordingly, we request DFCCIL to amend the clause as follows:</p> <p>"Task B: Identification of areas Research: This shall include:</p> <p>Supporting DFCCIL/HHRI in identification of key research areas for the first 3 years after setting up. The consultant shall consider research in areas of Rail Infrastructure Maintenance philosophy, operations model. Consultant shall also consider other trends globally. Consultant shall support DFCCIL/HHRI in preparation of research plan which shall clearly include various research areas, objectives and expected outcomes which are aligned with priorities of DFCCIL as well as overall Heavy Haul ecosystem in India."</p>	<p>As conveyed, above, Consultants have, in accordance with EOI Notification and the TOR [containing the referred Task] uploaded on the DFCCIL website, prepared and submitted their EOI, leading to their short listing.</p> <p>However, to Address the Shortlisted Consultant's concern, Please refer Item no-1 of Addendum No-3 to the RFP for HHRI.</p>
6.	Terms of Reference Section II Description of the Tasks assigned to the	(i)	<p>Task-D-Assessment and subsequent Procurement of the required Equipment and Infrastructure for efficient setting up & operationalization of HHRI.</p> <p>Task F: Maintenance Management Information System(MMIS):</p>	<p>We request DFCCIL to note that certain specific sub-tasks of following tasks are in nature of engineering consulting:</p> <p>Task-D-Assessment and subsequent Procurement of the required Equipment and Infrastructure for efficient setting up &</p>	<p>As conveyed, above, Consultants have, in accordance with EOI Notification and the TOR [containing the referred Tasks] uploaded on the</p>

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	Consultant and I. Form of Contract		<p>Task G: Support in setting up HHRI Data center</p> <p>And</p> <p>I. Form of Contract</p> <p>[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture/Consortium/ Association (Name of JV/Consortium/Association) consisting of following entities, each member of which shall be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]</p>	<p>operationalization of HHRI.</p> <p>i. Develop Employer's Requirement & Specifications of each of such equipment, infrastructure and Software and identification of prospective Global Suppliers</p> <p>ii. Evaluation of Consultants' Offers (Technical & Financial) for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support, Support the Client in Negotiation with lowest Evaluated Consultant, if any to be followed by preparation of letters of Award, drawing up of necessary Contract Agreements.</p> <p>iii. Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring above, to each of Contractor for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support.</p> <p>Typically these activities / tasks are undertaken by General Consultants of the Authority. As highlighted during the pre-bid, in this specific case, the scope of work includes three distinct parts a) Management Consulting including defining of processes, organization structuring etc. b) Heavy Haul related research and c) Engineering related</p>	<p>DFCCIL website, prepared and submitted their EOI, leading to their short listing.</p> <p>However, to address the Shortlisted Consultants concern, please refer item no-2 & 3 of the Amendment no-3.</p> <p>In keeping with Norms followed in Domestic as well as international Competitive bidding , the joint & several liability is an essential Part of the RFP.</p>

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				<p>inputs (defining the employer requirements and issuance of validation certificates).</p> <p>We would like to highlight that given the nature of expertise required for the third part viz. engineering related aspects (typically the role of general consultant), these are typically segregated and authorities generally employ a separate consultant for the same. In this specific case, given the extensive nature of engineering inputs required, the lead member being a management consulting firm (in our case Deloitte), it has no expertise on engineering aspects and hence not in a position to manage and monitor the engineering related work of including issuance of validation report.</p> <p>We accordingly request DFCCIL to carve out the scope of work related to engineering aspects including developing the user requirements, preparation of validation report etc. and appoint a separate General Consultant for the same. The scope of this RFP should be restricted to only management consulting and heavy haul research related only. The consultant appointed through this bid process (without engineering / general consultant related scope), can have a scope for supporting DFCCIL in appointing of the Technical Consultant and monitoring the timelines / reporting to DFCCIL on the progress.</p>	

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				Please refer to the amended ToR enclosed separately in our email	
7.	Terms of Reference Section II Description of the Tasks assigned to the Consultant		3. Task H- Setting up and Operationalizing the HHRI <ol style="list-style-type: none"> Consultant shall support the Client in ensuring that all the requisite explicit or implicit tasks associated with the setting up of HHRI are carried out, optimally and HHRI is set up in full functionality. Based upon above, Consultant shall issue a Validation certificate for complete setting up of a Functional HHRI. Consultant, after complete setting up of the HHRI, shall support Client in operationalizing the HHRI i.e. in its (HHRI) operational phase for a period of three years from the date of aforesaid Validation Certificate. 	<p>We would like to highlight the following risks:</p> <ol style="list-style-type: none"> Consultant shall support the Client in ensuring that all the requisite explicit or implicit tasks associated with the setting up of HHRI are carried out, optimally and HHRI is set up in full functionality – as highlighted earlier, the usage of terms explicit or implicit significantly increases the risk of the consultant for scope creep. For example, while currently doesn't specify any support in incorporation of the society, such support may be requested from the consultant. Further, the scope currently doesn't specifically include any tax and legal aspects however these may be requested under implicit tasks. We accordingly request DFCCIL to remove this clause and kindly detail out the areas where support would be needed. Given that the consultant needs to quote a lump sum quote, it is important for the bidders to know the complete / detailed scope of work so they can accordingly estimate their efforts. Based upon above, Consultant shall issue a Validation certificate for complete setting up of a Functional HHRI – As highlighted earlier, we 	<p>Please refer the Client clarification to Q no-3, above.</p> <p>As cited above, the Client has mentioned the Consultancy services' scope, encapsulated in Key Objective-1 & 2, with Specific Key Deliverables, in Annexure-1 to .TOR [Appendix-A]</p> <p>Consultant, while preparing their lump sum offer, can & should do the necessary risk assessment.</p> <p>Consultant is again requested to refer item no-2 & 3 of Addendum no-3.[attached]</p>

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				<p>request that scope regarding issuance of validation certificate should be removed from the scope of the consultant appointed through this RFP / bid process.</p> <p>c) Currently the RFP / ToR mentions a 3 year support after issuance of validation certificate – without detailing the scope of support/a definitive timeline for this period. In absence of a detailed requirement / terms of reference for the three year period, the bidders have no ability to assess the effort involved / experts required etc. This puts a material risk on the bidders / consultants. Further, given the focus of the present consultancy is to support in getting HHRI operationalized, a 3 year period after issuance of the validation certification is not required.</p> <p>Accordingly we request deletion of Task H completely</p> <p>In case DFCCIL wishes to continue to take support of the consultant in the operations phase, the payment should be based on actual time spent and rates quoted in the bids (to be indexed for inflation / other increase in consultants cost etc.).</p>	
8.	Terms of Reference		Task-I : To develop and Implement a Structured Safety Management System	Safety management system planning / development, including disaster management plan is a niche area and hence should be	The Fact, that the HHRI is Multi disciplinary Research

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	Section II Description of the Tasks assigned to the Consultant		Consultant shall support the Client in developing and implementing a well-structured Safety Management system cover the entire Heavy Haul Operations with a view to have a Safety Protocol built into every operational process and into decision making. This would entail framing, developing a range of Policies, Processes / Procedures to support the planning and execution of Day to day Heavy haul operations including response to various types of Accidents and Disasters i.e. developing a detailed workable Disaster management plan, improvement in Accident Manual & Risk Management.	removed from the scope of work and should be in the scope of Technical Consultant / General Consultant	<p>organisation with each discipline requiring Expertise to deal, is unambiguous.</p> <p>Engagement of Consultant for the Consultancy Services is with a sole objective of having a cluster of Specialists/ Experts of Various disciplines, joining hands to set up HHRI, at Par with Global HHRI's & operationalise it[HHRI].</p> <p>Safety Management in Heavy Haul operation cannot fail to be a part of HHRI i.e. is an inextricable Part of HHRI.</p> <p>There is no contractual bar against Consultant engaging expert for the Task.</p>
9.	Terms of Reference		Consultant shall be obliged to support the Client in all the tasks, as explicitly stipulated in this Section-7-TOR or implied therein and Tasks which are necessary (although not	The RFP currently envisages that the full procurement would be completed in 18 months timelines. We would like to highlight that given the number / nature of equipment	No Change is envisaged regarding extending the Time period, stipulated in

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	Key Objectives		mentioned in this RFP/Contract) to set up the Heavy Haul Research Institute (HHRI) under the aegis of DFCCIL, in full functionality at Par with similar Global Heavy Haul Research Institute, with in a period of 18 months from the Commencement of Services	<p>required, requirements of MMIS / Data centre a timeline of 18 months may not be sufficient. Accordingly, we request that the timeline for the consultancy should be 24 months.</p> <p>Further, the RFP doesn't address concern of delays in procurement / validation for reasons beyond the control of consultant. For example, if there are delays in procurement / validation and it takes 3 years for the validation, in the current RFP, the consultant would be required to support DFCCIL for additional 1 year, without any additional compensation. Accordingly we request that the consultancy engagement should be fixed for 2 years and any delays beyond that should be compensated based on the man-month rates submitted by the consultant.</p>	<p>the RFP. Consultant is to prepare their Lump Sum proposal, accordingly.</p> <p>An event beyond the control of a Party, is dealt with under Force Majeure GCC sub Clause 17.[at Page no- 84-85 of the RFP]</p> <p>If, in case of any delay in Required Period [as stipulated in column no-3 of Annexure-1 to TOR (Appendix-A, Part-IV-Section-8, at Page no-107-108 of the RFP)], which the Consultant considers that the reason or event causing the delay is not attributable to Consultant, Consultant's submittal of request for extension of required period shall be subject to Note-A -Annexure-1 to TOR [Appendix-A, at</p>

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					Page no-108 of the RFP]. In this direction, Consultant may refer the item no-10 of Amendment no-3.												
10.	Terms of Reference Annexure I		<div>Annxure-1 to Terms of Reference (TOR-Appendix-A) Payment Schedule</div> <table><tr><th>KDs</th><th>Deliverables</th><th>Installments of Payment to Consultant (% of Accepted Contract Amount/Contrac t Price, as the case may be)</th></tr><tr><td>D-1</td><td>Submission¹ of an Inception Report with Consultancy Work Plan and detailed Programme – Consultancy Programme</td><td>2%</td></tr><tr><td>D-2</td><td>Submission¹ of Report on organization design</td><td>2%</td></tr><tr><td>D-2</td><td>On Boarding of</td><td>2%</td></tr></table>	KDs	Deliverables	Installments of Payment to Consultant (% of Accepted Contract Amount/Contrac t Price, as the case may be)	D-1	Submission ¹ of an Inception Report with Consultancy Work Plan and detailed Programme – Consultancy Programme	2%	D-2	Submission ¹ of Report on organization design	2%	D-2	On Boarding of	2%	<p>As highlighted during the pre-bid, currently number of payments are linked to milestones which are beyond the realm of the scope of work and control of the consultant. For example, regarding milestone “On Boarding of CEO”, the consultant’s cannot be responsible for on boarding of the CEO. Consultant can only be responsible for identification and acceptance of CEO candidate by DFCCIL. Subsequently, the appointment of the CEO may be delayed on account of various administrative requirements and for which consultant’s payment cannot be delayed. Further, it is also noted that the payments are highly backloaded, which would result in significant cash-flow issues to the consultant. We request that the payment terms be aligned to the efforts of the consultant. Further</p> <p>Accordingly, to address these concerns, we request the following amendments to the payment terms</p> <p>Annxure-1 to Terms of Reference (TOR-Appendix-A) Payment Schedule</p>	<p>In this direction, Consultant is requested to peruse Clarificatory Note no-1 below Annexure-1 to TOR-Appendix-A-Part-IV-Section-8 [at Page no-108 of the RFP] and , also, requested to refer Item no-1 of Amendment no-3.</p> <p>Consultant submissions under specific Key deliverables would qualify for payment, after being considered complete subject to the Client’s approval and would not be subject to Physical materialisation attributable to Consultant’s submittals.</p>
KDs	Deliverables	Installments of Payment to Consultant (% of Accepted Contract Amount/Contrac t Price, as the case may be)															
D-1	Submission ¹ of an Inception Report with Consultancy Work Plan and detailed Programme – Consultancy Programme	2%															
D-2	Submission ¹ of Report on organization design	2%															
D-2	On Boarding of	2%															

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						KDs	Deliverables	Installments of Payment to Consultant (% of Accepted Contract Amount/Contract Price, as the case may be)	
				CEO					
			D-3	On Boarding of theme heads	2%				
			D-4	Development of HR policies	5%				
			D-5	Development of Business policies	5%				
			D-6	Submission ¹ of report on Safety Management system of DFCCIL	2%	D-1	Submission ¹ of an Inception Report with Consultancy Work Plan and detailed Programme – Consultancy Programme	5%	
			D-7	Submission ¹ report on Research Agenda	2%	D-2	Submission ¹ of Report on organization design	5%	
			D-8	Preparation & submission ¹ of Tender document for Procurement of Heavy Haul Equipment and software	5%	D-3	Submission of consultant's selection recommendatio n for CEO	2.5 %	
			D-8.1	Finalization of Tenders (Award and	5%	D-4	Submission of consultant's selection recommendatio n for theme heads	2.5 %	

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				Contract Agreement) for Procurement of Heavy Haul Equipment and software		D-5	Development of HR policies	5%	
						D-6	Development of Business policies	5%	
			D-8.2	Procurement of Heavy Haul Equipment and software	5%	D-7	Submission ¹ of report on Identification of Research Areas	5%	
			D-8.3	Commissioning of Heavy Haul Equipment and Software	2%	D-8	Preparation & submission ¹ of Tender document for Procurement of Heavy Haul Equipment and software	5%	
			D-9	Preparation & submission ¹ of Tender document for Procurement of IT Infrastructure	2%	D-8.1	Finalization of Tenders for Procurement of Heavy Haul Equipment and software	5%	
			D-9.1	Finalization of Tenders (Award and Contract Agreement) for Procurement of IT Infrastructure-MMIS	2%	D-9	Preparation & submission ¹ of Tender document for Procurement of IT Infrastructure	5%	
			D-9.2	Procurement of IT Infrastructure-	5%	D-9.1	Finalization of Tender document for	5%	

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				MMIS			Procurement of IT Infrastructure		
			D- 9.3	Commissioning of IT Infrastructure- MMIS	5%	D- 10	Submission ¹ of Final Report & Approval by Client	5%	
			D- 10	Submission ¹ of Completion Report & Approval by Client	2%	D - 11	Support during Operational Phase	1.25% Every month for total of 36 months = 45 % for advisory support to DFCCIL for operationalizatio n	
			D - 11	Support during Operational Phase	5% Every quarter total 09 Quarter = 45 % subject to successful implementation of operational Phase certified by Client				
					100%				
11.	Terms of Reference Task H: Setting up and Operationalizing the HHRI	b)	b) Based upon above, Consultant shall issue a Validation certificate for complete setting up of a Functional HHRI.			It is submitted that complete setting up of a function HHRI may depend on a number of factors beyond the control of consultant. For eg. In case of any issues with HHRI premises construction of lack of required approvals from various agencies or shortfall in required financing etc. In this context, issuing the validation certificate shall be beyond the remit of consultant. Such assessments are best made by HHRI management of client itself. Accordingly, it is requested that required for issuance of such validation certificate be removed			Please refer the Client's clarification to Consultant's query no-10, above. As conveyed, it is reiterated that Consultant's submission against Key deliverables, as appended in Annexure-1 to Appendix-A, read with Clarificatory note-1 [at Page no- 108 of the RFP] and item no-1 of

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
					Amendment no-3, are subject to approval by Client.
12.	Terms of Reference III Qualification of Key Experts	2. Organizational policy / HR Expert	Post graduate qualification in Human Resource Management or related discipline Must have minimum 15 Years' experience in Human Resource development/Organizational development with increasing levels of responsibility.	It is submitted that several institutes of repute India including IIMs award only General MBA degrees. Accordingly, general MBA be allowed as educational qualification provided expert possesses relevant experience. Lastly, the experience criteria be relaxed to 10 years which is adequate for performing the assigned tasks as per scope of work.	Please refer item no- 4 of Addendum no-3. Client is of the view that Minimum 15 Years Experience, stipulated for experts at serial no- 1,2,4,5,6 & 10 does not require any relaxation.
13.	Terms of Reference III Qualification of Key Experts	All experts	Educational Qualifications	Given the significant need for experts from international geographies, each with their own distinct and established educational programs, it is requests that education qualification requirement for all experts be amended to include ""or similar/relevant fields"	Consultant is requested to refer the Column No-4 of the Table appended under Para-III [at page no-68-72 of the RFP], listing Educational & experience requirement, contain generic terms in adequate number e.g. Graduate level qualification, related disciplines.
14.	Terms of Reference III Qualification	3. Procurement Expert	Graduate level Qualification in Engineering and qualification regarding Procurement related disciplines such as legal , business administration or Material handling	It is submitted that several engineering streams also qualify as procurement related discipline. In this context, the education qualification requirement be amended to	Consultant may refer Column no-4 of Table appended under Para-III [at

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	of Key Experts			Graduate level Qualification in Engineering and qualification regarding Procurement related disciplines such as legal , business administration, Material handling, Engineering or similar related fields	page no-68-72 of the RFP] at serial No-8 [Contract expert], listing Educational & experience requirement, similar to as suggested by the Consultant. RFP does not Bar the Consultant from engaging a Procurement expert along the lines envisaged.
15.	Terms of Reference III Qualification of Key Experts		Heavy Haul Software Expert and IT Expert	It is submitted that the role assigned to each individual expert are overlapping and in this context, the need for heavy Haul Software expert and IT expert be merged into only one IT expert. Further such IT expert need not be heavy haul expert given mature and deep expertise available within the country on IT field.	The aforesaid Table appended under Para-III [at page no-68-72 of the RFP] lists (i) Heavy Haul Software Specialist and IT expert at serial No-7 and 9, respectively. The Educational and experience, minimum, requirements are segregably different in both the cases.
16.	Terms of Reference III Qualification of Key Experts	IT Expert	Graduate level Qualification in IT Hardware , software and interface discipline	It is submitted that requirement graduation in IT Hardware , software and interface discipline is extremely limiting on finding suitable resources. It is requested that the criteria be amended to	Please refer item no-5 of Addendum no-3.

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause			Proposed amendment and justification	DFCCIL Clarification																																								
						"Graduate level or Post Graduate Qualification in IT Hardware , software and interface discipline or similar/related fields."																																									
17.	Terms of Reference IV- Indicative requirements of Key Experts for the Consultancy Services are as under;		<table><tr><th>s.n.</th><th>Professional</th><th>Indicative Man Month(s)</th></tr><tr><td>(1)</td><td>(2)</td><td>(3)</td></tr><tr><td>1</td><td>Team Leader</td><td>18 (Key Objective-1)+36 (Key Objective-2)=54</td></tr><tr><td>2</td><td>Organizational policy / HR Expert</td><td>04</td></tr><tr><td>3</td><td>Business Process Expert</td><td>04</td></tr><tr><td>4</td><td>Heavy Haul Rolling Stock Expert</td><td>06 (Key Objective-1)+18 (Key Objective-2)=22</td></tr><tr><td>5</td><td>Heavy Haul Infrastructure expert</td><td>06(Key Objective-1)+12(Key Objective-2)=18</td></tr><tr><td>6</td><td>Rail Research Expert</td><td>06(Key Objective-1)+12(Key Objective-2)=18</td></tr><tr><td>7</td><td>Heavy Haul Software Specialist</td><td>06(Key Objective-1)+06(Key Objective-2)=12</td></tr><tr><td>8</td><td>Contract Expert</td><td>12</td></tr><tr><td>9</td><td>IT Expert</td><td>08</td></tr><tr><td>10</td><td>Finance expert</td><td>06</td></tr><tr><td colspan="2">Total</td><td>158 Man months (indicative)</td></tr><tr><td colspan="3"></td></tr></table>	s.n.	Professional	Indicative Man Month(s)	(1)	(2)	(3)	1	Team Leader	18 (Key Objective-1)+36 (Key Objective-2)=54	2	Organizational policy / HR Expert	04	3	Business Process Expert	04	4	Heavy Haul Rolling Stock Expert	06 (Key Objective-1)+18 (Key Objective-2)=22	5	Heavy Haul Infrastructure expert	06(Key Objective-1)+12(Key Objective-2)=18	6	Rail Research Expert	06(Key Objective-1)+12(Key Objective-2)=18	7	Heavy Haul Software Specialist	06(Key Objective-1)+06(Key Objective-2)=12	8	Contract Expert	12	9	IT Expert	08	10	Finance expert	06	Total		158 Man months (indicative)				<p>It is submitted that the current indicative requirements listed required a full time Team leader committing entire time (from home or field location) full time for the duration of 4.5 years to the project. Such requirement of 54 months of ideally a senior Indian or an international resource may not required for the project. This may also have an impact on increasing the budget for the assignment. Similar is the case with other key experts also</p> <p>Accordingly, it is requested that indicative man months for select key experts be revised to the following:</p> <ul style="list-style-type: none">Team Leader: 12 to 15 monthsHeavy Haul Rolling Stock Expert: 10 to 12 monthsHeavy Haul Infrastructure expert: 6 to 8 monthsRail Research Expert: 6 to 8 months	In this Direction, please refer Item no-6 & 7 of the Addendum no-3.
s.n.	Professional	Indicative Man Month(s)																																													
(1)	(2)	(3)																																													
1	Team Leader	18 (Key Objective-1)+36 (Key Objective-2)=54																																													
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10	Finance expert	06																																													
Total		158 Man months (indicative)																																													
18.	Appendix A: Terms of Reference with Annexure-1(Payment Schedule)		<p>D-6 Submission1 of report on Safety Management system of DFCCIL</p> <p>D-7 Submission1 report on Research Agenda</p>			No timelines are currently prescribed against D6 and D7 milestones. Request you to provide the same.	Please refer item no-8 of the Addendum no-3.																																								
19.	General Conditions of	19 d) Cessation of services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to			It is requested that "immediately" be changed to "as soon as possible"	GCC sub Clause 19.1.5 enjoins the																																								

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	the contract, 19 Termination of the contract		Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.		Parties to take, immediately, upon despatch or receipt of such notice, all necessary steps to bring the Service to a close. No time frame is prescribed for taking of the Necessary Steps. No Change is envisaged.
20.	Section 2: Instructions to Consultants A. General Provisions Conflict of Interest	c. Conflicting Relationships (iii)	"Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract."	Given the large size and scale of Deloitte's operations, it may be difficult to confirm/adhere to the extant clause. Accordingly, we request DFCCIL to restrict the applicability of the clause only to the proposed engagement delivery team.	Requirement stem from World Bank Mandatory condition. No Change is envisaged.
21.	Section 2: Instructions to	5.2	"In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not),	We note the requirement of DFCCIL/Bank inspecting all accounts, records and other documents relating to the submission of bid	Perusal of ITC sub Clause 5.2 reveals that Consultant's

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	Consultants B. General Provisions Fraud and Corruption		subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank."	and contract performance. However, we would like to submit that our accounts and systems may have data and documents for several clients and hence allowing any kind of inspection/audit by DFCCIL/Bank and/or persons appointed by them would lead to breach of confidentiality in respect of other clients. We will, however, be in a position to make project-specific documents, system reports and accounts available at the Client's premises for inspection. We request your confirmation with this submission.	Accounts, Records and other Documents, relating to submission of Proposal and Contract performance, are likely to be subject to Bank's inspection and Audit by the World Bank appointed auditors. No Change is envisaged.
22.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 24. Insurance to be taken out by the Consultant	24.1	"The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13."	We would like to clarify that Deloitte has already in place an appropriate and required insurance policy. However, on account of the administrative burden and costs involved, it is not possible to obtain such insurance policies for each engagement on terms and conditions to be approved by clients subsequently. We request the Client to confirm that we can continue to have recourse to our existing insurance policy and request appropriate modification of the existing clause.	No Change is envisaged in SCC Clause 24.1.
23.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum)	e. Payment upon Termination (19.1.6)	"Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of	We would like to highlight to DFCCIL that the term "satisfactorily performed" brings in scope for subjectivity, which may hinder objective judgment. To eliminate the chances of any biases creeping in that may leave the	In terms of Explanatory Note-1, below Annexure-1 to the TOR (Appendix-

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	19. Termination Page 85		termination; and (b) 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."	Consultant at an unfair disadvantage, we would request the Client to clarify the acceptance criteria for deliverables. Further, we would like to submit that with respect to approval of key deliverables and release of payments, deliverables to be deemed approved in case the Consultant does not receive any written comments from the Client within a month of the submission of the deliverables. Accordingly, we request the following amendment to the extant clause. "Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services approved/deemed approved prior to the effective date of termination; and (b) 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."	A), the Consultant submission against Each of the KDs, referred therein, shall be considered complete , only when specifically approved by the Client.
24.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 22. Confidentiality Page 88	22.1	"Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services."	We request the Client to define a time period for the applicability of this clause and accordingly propose the following to be added to the extant clause: "The confidentiality obligations shall survive the termination of this Contract / up to one year after completion of services, whichever is earlier."	As the GCC sub Clause allows the consultant to communicate the confidential information with the prior approval of the Client; No Change is

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
					envisaged.
25.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 25. Accounting, Inspection and Auditing Page 89	25.2	"Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)."	We note the requirement of DFCCIL/Bank inspecting Site and/or all accounts and records relating to the performance of the Contract and submission of bid. We would like to submit that there is no specific project site for this engagement. Our office have data and documents for several clients and hence allowing DFCCIL/Bank and/or persons appointed by it to visit our office for such inspection would lead to breach of confidentiality in respect of other clients. We will, however, be in a position to make such documents available at the Client's premises for inspection by the Bank. We request your confirmation with this submission.	As already Conveyed in Client's Clarification to Query no-21, above; It is a World Bank requirement. Consultant shall be under positive obligation to offer all the necessary documentation for inspection & Accounts & Records relating to the Performance of the Contract and the submission of the proposal to provide the Services. No Change is envisaged.
26.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 27. Proprietary Rights of the Client in Reports and	27.1	"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. The Consultant shall, not later than	We request the Authority to note that although the Consultant can give ownership of deliverables to the client, pre-existing Intellectual Property Rights in the deliverables shall still remain with the Consultant. Accordingly, we propose the following be added to the clause: "The pre-existing IPR of Consultant will	In terms of GCC sub Clause 27.1 [at Page no-89 of the RFP], the Consultant's Reports along with necessary allied Documentation, prepared and submitted in the

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	Records Page 89		upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client."	still be with Consultant and the Authority shall ensure there is a proper bifurcation of the documents and property to identify the IPR."	course of Performance of Services, shall be absolute property of the Client. The World Bank Standard Condition is in keeping with norms followed, in International contract Conditions, regarding the Employer's [in this case 'Client'] use of Contractor's documents wherein the Contractor, by signing the contract, gives the Employer a non-terminable, transferable, non exclusive & royalty free license to copy, use and Communicate the Contractor's documents.
27.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 41. Mode of Billing and	41.2.2	"The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted	As mentioned above, the term "satisfactory" brings in scope for subjectivity, which may hinder objective judgment. To eliminate the chances of any biases creeping in that may leave the Consultant at an unfair disadvantage, we would request the Client to clarify the acceptance criteria for	In the direction, Consultant may refer item no-11 of the Addendum no-3.

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	Payment Page 93		deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated."	deliverables. Further, we would like to submit that with respect to approval of key deliverables and release of payments, deliverables to be deemed approved in case the Consultant does not receive any written comments from the Client within a month of the submission of the deliverables. We propose the following changes to the extant clause: "The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s), in which case the Client shall provide comments to the Consultant within the same thirty (30) days period . The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. However, in the absence of any written comments received by the Consultant from the Client within the thirty-day period, the deliverables to be deemed approved and payment to be released by the Client. "	
28.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) 41. Mode of Billing and	41.2.3	"The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed	We propose the following changes to the extant clause: "The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved/deemed approved by the Client. The Services shall then be deemed	No Change is envisaged.

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
	Payment Page 93-105		approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC."	completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4. However, in the absence of any written comments received by the Consultant from the Client within the thirty-day period, the deliverables to be deemed approved and payment to be released by the Client. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC."	
29.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) III. Special Conditions of Contract Page 98-105		Additional clause	We propose the addition of the following clause: "Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the	In this direction, Consultant may refer SCC sub Clause No-23.1 [at Page no-99-100 of the RFP] which sheds light on the Consultant's Liability.

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
				Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	
30.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) III. Special Conditions of Contract Page 98-105	24.1 (d)	"employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;"	We request the Client to note that workers' compensation insurance is not applicable to Deloitte and hence, adherence to this clause is not possible. We request the Client's exemption for the same.	In this direction, Consultant may refer the SC Sub Clause 24.1.(d) [at Page no-100 of the RFP], the Sub Clause makes specific reference to Consultant's experts, sub Consultants with respect to Life, Health, Accident, travel or other Insurance, as appropriate. No Change is envisaged.
31.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) III. Special Conditions of Contract Page 98-105	45.1 (1. a-c)	"... (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Secretary General of the	Given that the contract will be as per the applicable laws in India, we propose the following amendments: "... (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an	In terms of Party Autonomy enshrined In the Arbitration & Conciliation Act-1996, as amended by the Arbitration & Conciliation Act(Amendment) Act-209 (33 of 2019) [The Governing Law], captured [for

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
			<p>International Center for Settlement of Investment Dispute, Washington, D.C. for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C. shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the</p>	<p>appointment by the Party who initiated the proceedings, either Party may apply to the Indian Council of Arbitration, New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Indian Council of Arbitration, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Indian Council of Arbitration, New Delhi</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after</p>	<p>example] in Section 10, 11/2 19.2 & 20, the Parties are free to determine the Dispute Resolution through Arbitration, in case of any dispute arising.</p> <p>In this direction, Consultant may refer item no-12 of the Amendment no-3.</p>

Sl. No.	Section/ Clause Reference	Sub-point (if applicable)	Existing clause	Proposed amendment and justification	DFCCIL Clarification
			other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.	the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute."	
32.	Section 8: Conditions of Contract and Contract Forms (Lump-Sum) III. Special Conditions of Contract Page 98-105	45.1 (5. a)	"(a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore/ Dubai;"	Given that the contract will be as per the applicable laws in India, we propose the following amendments: "(a) proceedings shall, unless otherwise agreed by the Parties, be held in Mumbai/Delhi ;"	Please refer the Client's Clarification of preceding Query , related with SCC sub Clause 45.1.

No .	Relevant section/ Clause No. and short description of clause	Relevant page no. of bid document	Queries	DFCCIL Clarification
33	Section 2 Instruction to Consultant E. Data Sheet Clause 21.1 Key Experts' qualifications and competence for the Assignment.	Page 29	We understand the evaluation of the proposal is based on Technical expertise which the consultant brings on during the execution which is exhibited from the maximum weighting given to the "Key Experts' qualifications and competency for the Assignment". Therefore, we would like the Client to consider the following marking scheme: (i) Specific experience of the Consultant (as a firm) relevant to	No Change is envisaged in ITC sub Clause 21.1 Data Sheet [at Page no- 29-30].

			<p>the Assignment: 10 points</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 30</p> <ol style="list-style-type: none"> Technical Approach & Methodology: 05 10 Work Plan: 05 Organisation and staffing: 05 <i>Presentation on Technical Approach & Methodology: 10</i> 	
34	Section 7, Terms of Reference, Clause III - Qualification of Key Experts 1	Page 68	<p>We understand that besides the Graduate qualification, the Post Graduate Qualification in any of the three fields such as Engineering, Project Management, Business Administration will suffice for the Team Leader.</p> <p>How critical is the proficiency in bank procurement rules and procedures. This could be covered by finance expert.</p> <p>Kindly clarify.</p>	<p>Educational Qualification of 'Team Leader' , as mentioned in , (serial no-1)-Column no-4 of Table under Para-III[at Page no-68-72], is minimum requirement and It stipulates Graduate qualification followed by Post Graduate qualification in Engineering, Project Management, Business Administration etc.</p> <p>Conversance with Bank Procurement Guidelines would be desirable,</p>

					particularly, in Consultant's experts /Professionals deployed for Procurement activities.												
35	Section 7 Terms of Reference Clause III Qualification of Key Experts		Page no. 69	<p>We understand the at the Business Process Expert will be undertaking tasks related to Business Processes for the proposed Heavy Haul Research Institute. Also, being a railway entity, the familiarity with Railway Terminology is required. However, the desired work profile of Familiarity and / or experience in accounting and auditing processes does not match with the qualification requirement, as for such work profile the qualification requirement should be a Qualified Chartered Accountant.</p> <p>Similarly, for Finance Expert the qualification requirement does not match with the desired work profile considering the level of experience and inputs required. Therefore, it is requested to the Authority to consider creation of a separate Expert as Accounting cum Taxation Expert. The following can be considered by the Authority as revised Desired Work Profile and Qualification:</p>	<p>As mentioned in Clarification to the preceding query no-34, the Para-III of the TOR-Section-7 lists minimum Educational Qualification and Experience requirement of Key Experts, only. The Clause does not bar the consultant from, on the contrary asks the Consultant for, engaging other experts [Called 'Non Key Experts] or Key Experts with better educational and experience qualifications, for the Performance of the Services.</p>												
	<table><tr><th>Profession al</th><th>Desired Work Profile</th><th>Qualificatio n</th><th>Experience (No. of Years) [Refer column no-(3)]</th></tr><tr><td>Business Process Expert</td><td>Should have experience in (a) Business Planning Process (b) Familiarity with Railway terminology including Charter of Accounts (c) Familiarity</td><td>Graduate Level Qualificatio n in Business Manageme nt or Accounting</td><td>Must have minimum 10 Years' experience with increasing level of responsibilit y</td></tr></table>	Profession al	Desired Work Profile	Qualificatio n	Experience (No. of Years) [Refer column no-(3)]	Business Process Expert	Should have experience in (a) Business Planning Process (b) Familiarity with Railway terminology including Charter of Accounts (c) Familiarity	Graduate Level Qualificatio n in Business Manageme nt or Accounting	Must have minimum 10 Years' experience with increasing level of responsibilit y			<table><tr><th>Profession al</th><th>Desired Work Profile</th><th>Qualification</th><th>Experience (No. of Years) [Refer</th></tr></table>	Profession al	Desired Work Profile	Qualification	Experience (No. of Years) [Refer	
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Business Process Expert	Should have experience in (a) Business Planning Process (b) Familiarity with Railway terminology including Charter of Accounts (c) Familiarity	Graduate Level Qualificatio n in Business Manageme nt or Accounting	Must have minimum 10 Years' experience with increasing level of responsibilit y														
Profession al	Desired Work Profile	Qualification	Experience (No. of Years) [Refer														

		and / or experience in accounting and auditing process							column no- (3)]	
	Finance Expert	Should Have extensive experience in Financial aspects of Railway Infrastructure Project implementatio n or Railway organisational setup and operation	Graduate Level Qualificatio n in Finance	More than 15 years			Business Process Expert	Should have experience in (a) Business Planning Process (b) Familiarity with Railway terminology including es Charter of Accounts	Graduate Level Qualification in Business Management or Accounting with Post Graduate Qualification in Business Administratio n or Post Graduate Diploma in Management	Must have minimum 10 Years' experience with increasing level of responsibilit y
		Should be conversant with Processing of Bids and evaluation					Finance Expert	Should Have extensive experience in Financial aspects of Railway Infrastructure Project implementation or Railway organisational setup and operation	Graduate Level Qualification with Post Graduate Qualification in Business Administratio n or Post Graduate Diploma in Management	More than 15 years
		Should be conversant with matters related with taxation regime like					Accounting cum Tax	Should have experience in	Qualified Chartered	Minimum 10 years of

					in singular . Therefore the Contract Expert , being proposed by the expert, may have the requisite qualification along with the 'Desired Work Profile [as stipulated in column no-3] as qualifying experience.		
37	Appendices – Appendix A – Terms of Reference with Annexure – 1 (Payment Schedule)				Page no. 107	In the Annexure -1 (Payment Schedule), the timeline for submission of D-6 (Submission of report on safety management system f DFCCIL) and D-7 (submission report on Research Agenda) are not provided. We request the Client to kindly provide the timeline for submission of the Deliverables.	In this direction, please refer the item no-8 of the Amendment no-3.
	KDs	Deliverable	Required by (Period from contract commencement i.e. 10 days after the contract effectiveness date)	Instalment of payment to the concessionaire			
	Key Objective - I						
	D-1	Submission of an Inception Report with Consultancy Work Plan and detailed Programme –	30 Days	2%			

		Consultancy Programme					
	D-2	Submission of Report on organisation design	03 months	2%			
	D-2	On Boarding of CEO	03 months	2%			
	D-3	On Boarding of theme heads	06 months	2%			
	D-4	Development of HR policies	06 months	5%			
	D-5	Development of Business Policies	06 months	5%			
	D-6	Submission of report on safety management system of DFCCIL		2%			
	D-7	Submission of report on research agenda		2%			
	D-8	Preparation & submission of	03 months	5%			

		Tender document for Procurement of Heavy Haul Equipment and software					
	D-8.1	Finalisation of Tenders (award and Contract Agreement) for procurement of Heavy Haul Institute and software	06 months	5%			
						
38	Appendices – Appendix A – Terms of Reference with Annexure – 1 (Payment Schedule) Note – I The Client shall make payment to the Consultant....			Page no. 109	We appreciate that there is a timeline of 60 days provided for payment to be made to the Consultant. However, it is mentioned that the payment to the Consultant shall be made after due Client’s scrutiny of the Consultant claim for Payment & verification of key deliverables. We request the Client to kindly clarify that the aforesaid scrutiny will be completed within the stated timeline of 60 days, considering the project tenure of 54 months, the longer payment cycles could result in project related cashflow issues.	In this direction, please refer the item no-11 of the Amendment no-3.	
39	Appendices – Appendix A – Terms of Reference with Annexure – 1 (Payment Schedule) Note – II Regarding Advance Payment			Page no. 109	The advance payment being provided to the Consultant is towards a fee being provided for mobilisation of the resources since it is a long gestation consulting project with a number of Key and Non-Key experts involved. We understand from the	Please refer 3 rd Para [“ In case Due to---- from the Payable to the Consultant”] of Note-II [Regarding	

	Clause 41.2.1	Page 103	<p>payment schedule that Client shall impose an interest @8% per annum on the Balance amount to be recovered from Consultant. We request the client to remove this additional interest payment as it creates burden on the Consultant cashflows.</p> <p>Clause 41.2.1 states that advance payments are interest free. Can the client clarify this apparent discrepancy</p>	<p>Advance Payment (Ref-SCC sub Clause no-41.2.1), at Page no-109 of the RFP] which speaks about interest @8% to be imposed by the Client on the Balance amount (to be recovered), only in case the Advance Payment is not recovered in 14 installments spread over 16 months.</p>
40	Clause 25 Audit	Page 89	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	<p>In terms of GCC sub Clause 25.1 and 25.2 [Accounting, Inspection and Auditing, at Page no-89] which enjoins Consultant and its Sub consultant to keep and systematic Accounts and records , in respect of the Services and allow the Bank to inspect the records and Accounts relating to the Performance of the</p>

				Services and to have such accounts and records audited by the Auditors appointed by the Bank.
41	Clause 41.3 Times is of essence and LDs for delay	Page 103	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.</p>	In this direction, Consultant may refer item no-10 of Amendment no-3.
42	Clause 3 and Clause 21.1.5 Conflict of Interest	Page 88	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	The condition referred by the Consultant is a World Bank's Mandatory condition. No change is envisaged.
43	Clause 22 Confidentiality Obligations	Page 88	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the	In this direction Consultant may refer the Client Clarification to

			<p>information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	Query no-24, above.
44	Clause 24 Insurance	Page 89	<p>We wish to clarify that Monash University and its partners maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with our organizations' insurance certificate of Currencies that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	In this direction Consultant may refer the Client Clarification to Query no-22, above.
45	Clause 23.1 Limitation of Liability	Page 99	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business</p>	Please refer SCC sub Clause no-23.1.(a).(ii) [Liability of the Consultant, at Page no-99]wherein, it has been clearly mentioned that except in case of gross negligence or willful misconduct, the Consultant, with respect to damage

			opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	Caused to the Client's property, shall not be liable for any direct loss or damage that exceeds [one] times the total value of the Contract.
46	Clause 24.1 Limitation of Liability	Page 99	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.</p> <p>The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.</p>	Please refer the Client's clarification to Query no-45, above.
47	Clause 23.1 Limitation of Liability	Page 99	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	In this direction, no Change is envisaged.
48	IPR		There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity	It is assumed that Consultant is referring to GCC sub Clause 27.1 read with SCC sub Clause no-27.1 [Proprietary rights of the Client in Reports and records; at Page -89 & 100, respectively]. In this

			<p>in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	<p>direction, please refer the Client's Clarification to Query no-26, above.</p>
49	Arbitration (No Independent Arbitrator)	-	<p>In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.</p>	<p>In this direction Consultant may refer the Client Clarification to Query no-31, above and item no-12 of Amendment no-3.</p>
50	Third Party Disclaimer (No Third-Party Disclaimer)	-	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. We request the client to please confirm our understanding is correct.</p>	<p>Consultant is requested to refer the SCC sub Clause No- 23.1.(b).(i)[Liability of the Consultant, at Page no-100 of the RFP] which</p>

				<p>addresses the consultant's concern by mentioning that the limitation of Liability shall not affect the consultant's liability for Damage to the third party , caused by Consultant or any person or firm acting on behalf of the Consultant, in carrying out the Services.</p> <p>Therefore, the referred sub Clause, does not makes the Consultant liable for any Damage to the third Party, caused by any entity other than Consultant or any person or firm acting on behalf of the consultant.</p>
51	No Deliverable Acceptance Criteria	-	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by	In this direction, please refer item no-11 of Addendum no-3.

			<p>Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
52	Section 7, Terms of Reference, Clause III - Qualification of Key Experts 1, Page no. 68 to 70	<p>General:</p> <p>For the following Key Expert positions, as mentioned in RFP,</p> <ul style="list-style-type: none"> • Team Leader • Heavy Haul Rolling Stock Expert • Heavy Haul 	<p>What definition of heavy haul is the client proposing, in reference to the experience requirements on the key experts</p>	<p>Consultant is required to have expertise in the matter referred. Based on Inputs , commonly available in the public domain, following is conveyed with the Caveat that Client does not warrant the accuracy or the veracity of the content of below appended narration;</p> <p>The International Heavy Haul Association, Inc. (IHHA) is a non-profit, non-political</p>

		<p>Infrastructure Expert</p> <ul style="list-style-type: none"> • Rail Research Expert <p>the desired work profile asks for experience & familiarity in Heavy Haul Railway System.</p>		<p>entity organised to facilitate and participate in the development or acquisition and distribution of knowledge germane to heavy haul railroad technology and operations. Membership is open to any heavy haul railroad regardless of country of origin. A heavy haul railroad is defined as one that meets at least two of the following requirements:</p> <ul style="list-style-type: none"> • Regularly operates or is contemplating the operation of unit or combined trains of at least 5000 metric tons. • Hauls or is contemplating the hauling of revenue freight of at
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				<p>least 20 million gross tons per year over a given line haul segment comprising at least 150 km in length.</p> <ul style="list-style-type: none"> Regularly operates or is contemplating the operation of equipment with axle loadings of 25 tons or more.
53	<p>HHRI Management</p> <p>Section 7, Terms of Reference, Clause no. 2 – Relevant information regarding the assignment,</p>	<p>Page no. 59 to 61</p>	<p>Client to clarify the composition of HHRI Management team. Does it comprise CEO & Theme Heads, who need to be on board during first 6 months of Key Objective/1 (i.e. setting up of HHRI) as per Appendix-IV, Page no.107 of RFP.</p> <p>Further, as per Page no.60 of RFP, the Consultant is to design the business policies with Inputs from HHRI Management. If our understanding is correct, then a timeline of 6 months foreseen for KD/ D-5, may not be feasible keeping in mind that HHRI Management itself will come on board by 6 months. In that case, the 6 month time line may need to be extended to at least 8 to 9</p>	<p>Consultant, while preparing their lump sum proposal, should keep the Key Objectives-1 &2, as stipulated under Para 1.(b) of TOR-Section-7 [at Page no-58 of the RFP], in perspective.</p>

			months.	Further, In terms of Clarificatory-1 below the Table [Annexure-1 to TOR (Appendix-A) –Section-8, at Page no-108], Consultant submission against any Deliverable shall be complete only when specifically approved by the Client.
54	Section 7, Terms of Reference, Clause VI, Services & facilities to be provided by Client, VI- Services & facilities to be provided by Client-	Page no. 73	Since the Consultancy will run for a period of 54 months with intermittent inputs from most of the Key experts, setting up dedicated office & facilities may not be worthwhile for Consultant as these mayn't be fully utilised, and hence may add unnecessary to the Project cost. Further with Consultant team working from Client's office/ HHRI office, and also keeping in mind that tender for Heavy Haul equipment procurement is to be finalised within first 6 months of contract period, it would require regular interaction/ coordination between Consultant team and Client. Keeping this in mind, Client is requested to make available to bidder all the services & facilities directly by them, for all the items as mentioned from (a) to (e) except (d). Cost of item (d) can be suitably considered by the bidder.	No Change is envisaged.
55	Section 2, Instruction to Consultants (ITC) and Data Sheet, Clause no. 16 (a), Financial Proposal – Price adjustment, Page no. 19 Price Adjustment:		We understand that Price variation will be hence applicable to KDS for both Key Objective-1 (18 months) & Key objective- 2 (Subsequent 36 months). Kindly confirm.	In this direction, Consultant may refer SCC sub Clause 39.3 at Page no-102-103

	For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rate applies if so stated in data sheet. As per data sheet (Page no.28) - Yes			along with item no-9 of Addendum no-3.
56	E. Data Sheet, Clause 11.1, Only one proposal: Participation of Sub consultants, Key Experts and non-Key Expert in more than one Proposal is permissible.	Page no. 28	We understand that Key Experts will be permissible in one proposal only. Please confirm. If it is permissible, then how DFCC will evaluate the Key Experts if two firms submitted same key expert CV in different position or in similar position. Please elaborate.	Consultant may refer ITC sub Clause 28.3.(a) [at Page no-24] which enjoins the Consultant to confirm the availability of all Key experts, included in Consultant's proposal. The Consultant's aforesaid confirmation shall be a prerequisite for Negotiation.
57	Section 7 Terms of Reference Clause 1: Key-Objective-1 Consultant shall be obliged to support the Client....	Page 58	We understand that during the execution of the assignment for setting up Heavy Haul Research Institute, we would be required to undertake the tasks and associated activities as mentioned in the Terms of Reference. However, we request the Client to remove the word "implied" from as it makes the scope for Key Objective -1 open. We request the Client to include the following as the Key-Objective – 1: <i>"Consultant shall be obliged to support the Client in all tasks as explicitly stipulated in this Section-7 ToR to setup the Heavy Haul Research Institute (HHRI) under the aegis of DFCCIL, in full</i>	In this direction, Please refer Client's clarification to Query no-3, above.

			<i>functionality at Par with similar Global Heavy Haul Research Institute, within in a period of 18 months from the Commencement of Services."</i>	
58	<p>Section 7 Terms of Reference</p> <p>Clause 3: Task C Point (C)</p> <p>The consultant shall support DFCCIL....</p> <p>Section IV: Appendices</p> <p>Annexure-1 to Terms of Reference (Payment Schedule)</p>	Page 64	<p>In the RFP it is mentioned that the Consultant shall support DFCCIL in identification, selection and appointment of requisite HHRI professional while in the payment schedule the instalment of payment to the Consultant is linked to the on-boarding of the HHRI professional. We request the Client to kindly revise the payment milestone to the issue of Appointment Letter to HHRI professional as in the on-boarding the timeline is more than 6 months at senior level positions which are required for filling up HHRI positions. This will lead to delayed payments to the Consultant.</p>	<p>Consultant may refer the Client's clarification to query no-10, above.</p>
59	<p>Section 7 Terms of Reference</p> <p>Clause 4: Task D Point (ii)</p> <p>Preparation of necessary Tender Document...</p>	Page 64	<p>We understand from the Terms of Reference mention in the RFP that the Consultant would be required to prepare Tender Documents for procurement of equipment, related infrastructure & software. We request the Client to kindly clarify that these tender documents need to be prepared with Legal Language while the Client will only review the Tender Documents. If these have to be legal documents, then we request the Client to kindly clarify that is the Consultant required to have a Legal Expert as there is no such expert mentioned in the RFP.</p>	<p>The RFP does not bar the Consultant from engaging Non Key Experts , considered necessary for the performance of the Services.</p>
60	<p>Section 7 Terms of Reference</p> <p>Clause 4: Task D Point (v)</p> <p>Regular monitoring for successful implementation...</p>	Page 65	<p>We understand from the Terms of Reference that the Consultant has to undertake regular monitoring of the Contracts for the Work(s). We request the Client to kindly clarify that the necessary Tests required for validation of the equipment, related infrastructure and software would be</p>	<p>Consultant may refer Sub Para 4(v) of Para-II[Task-D, of TOR-Section-7, at Page no-65 of</p>

			undertaken by the Consultant.	RFP]. The Necessary Tests shall be done in terms of the respective procurement Contracts By the Contractor, so selected but witnessed & validated by the Consultant.
61	Section 7 Terms of Reference Clause 4: Task D Point (iv) Submission of Validation Report...	Page 65	We request the Client to clarify that the Consultant would be required to validate and certify the equipment that has been procured during the execution of the assignment. If this is the case, then we request DFCCIL to modify the same as management consultants, we cannot certify or validate any equipment, infrastructure, software or any other such material which is acquired by any entity.	In this direction, please refer item no-2 of the Amendment no-3.
62	Section III: Special Conditions of Contract Clause 39.3 [Price Adjustment]	Page 102	We request the Client to kindly provide an illustration for the Price Adjustment.	In this direction, the SCC Clause 39.3 [at page no-102] is self explanatory.
63			Key Objective 1 of the TOR states – “Consultant shall be obliged to support the Client in all the tasks, as explicitly stipulated in this Section 7 TOR or implied there in and Tasks which are necessary (although not mentioned in this RFP/Contract) – <i>Given that this is a lump sum contract, is the Consultant expected to price in “Tasks which are necessary (although not mentioned in this</i>	Consultant may refer the Client's clarification to the Query no-3 and 57, above.

			<i>RFP/Contract)?". Can the Client provide more details on this? We suggest clarity in this area so that bidders' technical and financial proposals are comparable at the evaluation stage.</i>	
64			Under 2. Relevant Information regarding the Assignment the Consultant's quoted lump sum price shall include "other fees such as Inspection Fees". Can the Client elaborate on the type of inspection fees that are envisaged?	The sub Para 2.(b) of TOR-Section-7 [at Page no-59], conveys , unambiguously That under the Contract & during the Performance of the services, The Payable to the consultant shall be limited to and not exceed the Payable-Payment instalment [expressed in terms of % of Accepted contract Amount], as stipulated in Column no-4 for each Key deliverable [Annexure-1 to TOR-Appendix-A, Part-IV of Section-8, at Page no-107-108], The Inspection fees refers to the Inspections , Consultant shall be required to do for the

				<p>Procurement, followed by commissioning, of Various items of Machines, equipment, Software, IT Infrastructure [MMIS].</p> <p>Inspections shall not involve any Tests [FAT & related and Tests during commissioning which shall be part of the Various Procurement Tenders [to be prepared and finalised by the Consultant, subject to Client's approval, as required].</p>
65			<p>a. We note that the scope includes necessary factory acceptance checks and necessary checks/tests associated with installation, testing and commissioning of equipment, infrastructure and software – Can the Client confirm what the Consultant should budget for such checks/tests? (e.g., hiring a Quality Control Inspector to conduct the above? At both the manufacturer's site and at commissioning site?)</p>	<p>In this direction, Consultant may refer Client's clarification to Query no-6, along with item no-2&3 of Addendum no-3.</p>

			b. Alternatively, the Client may consider removing this component from the Terms of Reference and engaging a Quality Control Inspector when needed under a separate contract.	
66			Can the Client confirm that identifying and hiring HR personnel and procurement of equipment/infrastructure are to be completed in the first 18 months? Can the Client confirm that there is a budget in place to hire staff/procure equipment? Also, it is understood that the contract for civil works for constructing the institute has been finalised and that work will start shortly. Does the institute have provisions for Labs in the plans developed at present and for which civil work has been initiated? Can the layout plan be shared?	The Completion period for the Performance of Services , as regards Key Objective-1, is, in terms of Column No-3 of Annexure-1 to TOR [Appendix-A, at Page no-107-108] 18 Months, unless extended by the Client, in terms of item no-10 of the Addendum no-3.
67			Can the Client please elaborate if any prior studies have been completed for this study? Can bidders be provided these prior studies or any other relevant data?	As per pre-intimation given vide GGM/P/WC E Mail of 06-03-2020, A Report Titled " Consultancy Services for Heavy Haul Rail Capacity development in India" October 2016 in Soft copy for reference of the

				Short listed Consultant has been shared with the Short Listed Consultants.
68			We note that on-boarding a CEO in 3 months is an aggressive target given the external approvals required to staff a senior position within a government organisation. As such, has the Client (or external consultants) already commenced on-boarding a CEO or would this be 'required from scratch'?	<p>In this direction, please refer, Client's clarification to Query no-10, above.</p> <p>Consultant shall perform the Services regarding Key deliverable D-2 [Column no-1 of Annexure-]-On Boarding of CEO[Annexure-1 to TOR-Appendix-A, at Page no-107-108], within the stipulated required period [Column no-3 of Annexure-], to be considered, in terms of Clarificatory-1 [at Page no-108] complete, when specifically approved by Client.</p>
69			The Terms of Reference mentions that total staff envisaged is 235. Can the Client elaborate on how this staffing number was arrived at, if the Consultant is beholden to it or can recommend adjustments, and if the	The TOR Sub Para 2.(e).(iii) [at Page no-61 of the RFP] reflects Client's

			Consultant is responsible for hiring all 235 staff?	understanding regarding Staffing. It is not Obligatory for the Consultant.
70			Ten key experts are to be fielded per the Terms of Reference with different Desired Work Profiles. Given that some of the Desired Work Profiles cover different areas of expertise (per key expert), would it be possible to split some of the key expert roles into multiple key expert roles. For example, for the Business Process Expert, could a bidder field one key expert that meets the "business planning process" Desired Work Profile while fielding another expert that fulfills "familiarity with railway terminology including establishment of a chart of accounts" and "familiarity and /or experience in accounting and auditing process"? And, would the CVs then be evaluated by grouping them together?	Para-III of TOR[Section-7, at Page no-68-72] reflects Key Experts, which shall be Part of Consultant's staffing plan. In terms of Para-IV, Consultant shall , also, give a detailed list of Non Key Experts.
71			In comparing the Objective of the Assignment in the TOR with the profiles of the requested Key Experts, it is unclear what role the Business Process Expert would have in the Project Team. Could the Client please clarify what specific tasks the Business Process Expert is to lead and/or participate in towards meeting the Objectives of the Assignment?	As mentioned in Client's clarification to the Preceding query, The Key Experts, cited under Para-III of TOR[Section-7, at Page no-68-72] has not been linked with any Task , cited under Para-II or Key deliverable in Annexure-1 to TOR [Appendix-A, Part-

				<p>IV o Section-8, at Page no-107-108].</p> <p>While preparing their Lump sum Proposal, keeping the Key Objective-1&2 in perspective, all the time, Consultant may rely on their own wisdom, regarding Staffing [Comprised of Key an Non Key Experts].</p>
72			<p>Regarding Task F: Maintenance Management Information Systems in the TOR, can the Client elaborate what the intended use of the MMIS is? Is it for rolling stock and infrastructure assets?</p>	<p>In Client's view, independent of Parties rights & obligation under the contract;</p> <p>The Task-F-Maintenance Management information System, as stipulated under sub Para -6 of TOR Para-II [at Page no-65-66], is towards digitisation of Maintenance, for maintaining, upgrading, and operating physical assets cost</p>

				<p>effectively, based on a continuous physical inventory and condition assessment. And further;</p> <p>This digitisation effort has been, successfully, implemented in IR through Track Management system [TMS Application-• Asset Management • Rail & Weld Fracture • Track Monitoring by Machines • Maintenance by Machines & USFD Testing • Engineering Control-Caution Orders and Traffic Blocks • Track Renewal & Deep screening • Ballast Supply and Insertion • Patrolling & Accidents Reporting • Inventory Management including P-Way Scrap].</p>
73			Regarding Task H: Setting up and Operationalizing the HHRI in the TOR, can the Client elaborate on what the "Validation Certificate"	The Task-H-Setting up and operationalising the

			to be prepared by the Consultant should include?	HHRI, as stipulated under sub Para -8 of TOR Para-II [at Page no-67], is self explanatory.
74			<p>Regarding Task I: To Develop and Implement a Structured Safety Management System in the TOR, we note that a related Safety Expert has not been fielded and it is unclear from the deliverable schedule when the related report would be due. Can the Client please clarify what is expected under this task? For example, is the Consultant expected to develop a Structured Safety Management System from scratch or to elaborate on current safety policies of the Indian Railways? What should be the contents/outputs of the report under D-6 (Submission of Report on Safety Management System of DFCCIL) in Annexure 1?</p> <p>a. Based on the above response, the Client may consider removing Task I from the TOR given (1) its wider implications to the Indian Railways, (2) the quantum of specialized work and expertise required (which may not be currently reflected in the roster of Key Experts in the TOR and may not be practical to complete as part of this mandate)</p>	In this direction, Consultant may refer the Client's clarification to the Query no-8, above.
75			<p>2. The indicative person-months per key staff is indicated in the TOR:</p> <p>a. Are inputs from non-key experts in addition to this? Or, is the expectation that key expert person-months can be shifted?</p> <p>b. Does the Client have expectations regarding experts' home country v. field</p>	Para-IV –TOR-Section-7 [at Page no-72 of the RFP] provides Indicative Man months against each of the ten Key Experts [please also, refer item no-6 & 7 of the

			(India) time?	<p>Amendment no-3 for revised position of indicative Man Months]. This Para does not list Indicative Man months for Non Key Experts regarding which the Consultant is required to give a detailed list , to be finalised during the Contract negotiation.</p> <p>Consultant may refer Section-5 [Eligible Countries, at Page no-53 of the RFP].</p>
76			<p>For the Finance Expert position, would the Client consider expanding the qualifications from 'Graduate level qualification in finance' to 'Graduate level qualification'? There are qualified engineers and non-engineers who meet or exceed the desired work profile but do not necessarily have specific educational background in finance.</p>	<p>In this direction, Consultant may refer item no-14 & 4 of Amendment no-3.</p>
78			<p>For the Contract Expert position, would the Client consider removing "qualifications regarding procurement related disciplines such as legal, business administration or material handling" from the qualification requirements? Qualified engineers bring the required work profile for this position but may not have "qualifications regarding procurement related disciplines"</p>	<p>No Change Is envisaged in TOR Para-III[Qualification of Key Experts]- Serial no-8 [Contract Expert, at Page no-71].</p>

78			As the proposed person-months for key staff in the Terms of Reference is "indicative", can the Client confirm that points in technical score will not be deducted if some of the person-months for key staff are re-allocated to high calibre support staff.	As earlier clarified above, the Para-IV – TOR-Section-7 [at Page no-72 of the RFP] provides Indicative Man months against each of the ten Key Experts [please also, refer item no-6 & 7 of the Amendment no-3 for revised position of indicative Man Months] which hints at minimum requirement. Consultant may allocate more Man months to a Key Expert without transferring the Man months from other Key Expert minimum Man months.
79			Per Clause 14 of Section 2 of the Instructions to Consultants (ITC), bidders are to receive written approval from the Client prior to associating with other consultants. Our questions are: a. What information is the bidder to submit to the Client in order to receive written	In this direction, Consultant may refer item no-15 of Addendum no-3.

			approval? b. What would be the turnaround time for the Client's approval?	
80			<p>Regarding Section 21 Conflicts of Interest, Clause b). Consultants and Affiliates Not to Engage in Certain Activities of the General Conditions of Contract, we kindly suggest that the Client revise this clause such that the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants may bid for goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of this mandate <u>on a case-by-case basis</u> and based on justifications formally approved by the related Procurement Authority (or something to this effect).</p> <p>We note that the ecosystem of entities with the necessary expertise, experience and product/service offerings that can supply 'downstream' work or goods is, in some cases, small and as such, the Client would benefit from maximizing the number of bids for related work or goods at later stages by adjusting this clause.</p>	Due to referred GCC Sub Clause being World Bank binding condition, no change is envisaged.
81			We kindly request that the Client provide a 6-week extension to the original submission date (February 28, 2020) to afford bidders sufficient time to reflect the Client's clarifications in our tender responses and to source and expand the bidders' teams based on the same.	In this direction, Consultant may refer Client's clarification to Query no-1.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
82	Page 68	Team Leader	We would like to request that the educational qualifications may please be modified as: "Graduation and Post-Graduation in any discipline" since international experts may have substantial professional experience in Heavy Haul but may not have graduation and post-graduation in the specific required discipline as mentioned in the RFP.	As already clarified in response to Query no-34, minimum Educational Qualification of "Team Leader", as stipulated in column no-4 of Table appended under Para-III[Qualification of Key experts, at page no-68-69] lists Graduate Qualification followed by Post Graduate Qualification in Engineering, Project Management , Business development. The Referred provision provides ample leeway for wide spectrum of Professional to put forward their candidature.
83	Page 69	Business Process Expert	We would like to request that the following may be excluded from the requirement since Business Process Expertise in overall infrastructure sector is required. "Familiarity and /or experience in accounting and auditing process." Additionally, for the educational qualification, the following may please be considered: "Graduate level qualification in any discipline followed by MBA / PGDBM"	No change is envisaged in the number, description, minimum Educational Qualification & experience and minimum Man months of Key Experts, as stipulated in Para-III & IV[at Para-68-72 of the RFP], subject to revision in Minimum Man months [item no-6 of the Addendum no-3] and Providing required period for KD-6 & 7. Regarding Additional requirement of MBA in relevant discipline, now, being a desirable Feature, please refer Item no-4 of Addendum no-3.
84	Page 69	Heavy Haul Rolling Stock	For the educational qualification, we would like to request	No Change is envisaged.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
		Expert	the following modification: "Graduate Qualification in Mechanical, Mechatronic or Electrical Engg. OR Graduation in any discipline along with min. 15 years of operational experience in Railways traffic management".	
85	Page 70	Heavy Haul Infrastructure Expert	We would like to request if the minimum years of experience could kindly be reduced to 10 years from the 15 years mentioned in the RFP	In this direction , please refer the client's clarification to Query no-12.
86	Page 70	Rail Research Specialist	We would like to request if the minimum years of experience could kindly be reduced to 10 years from the 15 years mentioned in the RFP	Same as above[Query no-85].
87	Page 71	Contract Expert	We would like to request clarification from DFCCIL on which entity would be responsible for vetting and approving the legal documentation. Kindly clarify whether this would be responsibility of the consultant or whether it would be done by an independent agency appointed by DFCCIL or in-house by DFCCIL. Accordingly, the requirements for the Contract Expert may be modified (in case the legal vetting is required to be done by the Consultant) and an LLB Degree may be stipulated.	In terms of GCC sub Clause no-20.3 [General Standard of performance, at Page 87 of the RFP], No scrutiny or Vetting or Approval by DFCCIL [Client] shall relieve the Consultant from any obligation, responsibility under the Contract. The Consultant , in terms of GCC sub Clause 20.1, 20.2 & 20.4[General Standard of performance, & Law Applicable to Services, at Page 87 of the RFP], shall , perform, by deploying adequately qualified & experienced Experts or Specialist sub Consultants, the Services , in accordance with the Contract and applicable Law. The educational Qualification of Key Experts, as stipulated in column no-4 of Table appended under Para-III[Qualification of Key experts, at page no-68-69] is minimum. The Provision does not bar the consultant from engaging an expert with higher educational qualification or engaging other suitably

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
				qualified Non Key experts.
88	Page 72	Finance Expert	<p>We would like to request the following modification in qualifications for the Finance Expert: “Graduate in any discipline followed by MBA / PGDBM” Also, we would like to request that the minimum years of experience may kindly be reduced to 10 years from the 15 years mentioned in the RFP. (this is similar to the requirement of some other experts mentioned in the RFP) We would also request if the following can be removed: “Should be conversant with matters related with latest Taxation regime like GST”</p>	<p>In this direction, Consultant may refer the Client's clarification to Query no-12 & 83, above.</p> <p>Consultant may, also, refer item no-4 of Addendum no-3. The text “Should be conversant with matters related with latest Taxation regime like GST” in column-3, at serial no-10 [Finance expert], of Table appended under Para-III [at Page-72] is listed under “ Desired Work profile]</p>
89	--	--	<p>We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to us.</p>	<p>In this direction, Consultant may refer the Client's clarification to Query no-29 & 45, above and may refer;</p> <p>The SCC sub Clause no-23.1.(a).(ii) [Liability of the Consultant, at Page no-99]wherein, it has been clearly mentioned that except in case of gross negligence or willful misconduct, the Consultant, with respect to damage Caused to the Client's property, shall not be liable for any direct loss or damage that exceeds [one] times the total value of the Contract.</p>
90	Page 37, FORM TECH – 2	List only previous similar assignments successfully completed in the last 7 years.	<p>We would like to request that this clause may be modified to the following: “List only previous similar assignments completed / ongoing in the last 10 years”. This is because (like this current opportunity with DFCCIL) some assignments are multi-year duration assignments and hence can be on-going.</p>	No Change is envisaged.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
91	--	--	We understand that clarifications to the bidders' queries would require some time. Also, since international experts are required for this, we would like to request DFCCIL to extend the proposal submission due date by a period of at least 4 weeks.	In this direction, Consultant may refer Client's clarification to Query no-1 and 81, above.
92	Page 89, Clause 23	Liability of the Consultant	We would like to request that the overall liability under this consulting assignment be limited to ONE time the fee paid to the selected consultant.	In this direction, Consultant may refer the Client's clarification to Query no-29, 45 & 89, above.
93	Page 19, Clause 17	Submission, Sealing, and Marking of Proposals 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.	Since this proposal submission is expected to involve external consortium / JV members, obtaining signatures from all members on the proposal submission documents can prove to be a very tedious task. In view of this, the bidders may kindly be allowed to submit 'Letters of Intent / Letters of Association' form the various Consortium / JV members in favour of the Lead Consortium/JV member stating their intent to form the Consortium / JV for this engagement. In case, at a later stage, after finalization of the preferred bidder, the selected bidder may be required to submit a Power of Attorney jointly signed by all members.	The requirement regarding signatures of all the Authorised Representative of all the constituent members of the JV/Consortium/Association on certain documents, as required therein the RFP, is mandatory. Consultant –JV/Consortium/Association and accordingly every constituent Member of JV/Consortium/Association shall act through Authorised Representative [of Lead Member as Authorised Representative of the Consultant-JV/Consortium/Association] and Authorised Representative [of each constituent member]. POAs in favour of an Authorised Representative is a separate requirement, other than above.
94	Page 61	Staffing for HHRI-Provide support in identification and appointment of CEO, Theme Heads and other relevant Key Research Professionals	We would like to request the expected inputs from the consultant in selection and appointment of CEO, Heads and other key professionals. As a consultant, it may not be permissible for the firm to participate in the selection process / interview process and other activities that would entail management function responsibility on behalf of the Client.	In this direction, Consultant may refer the client's Clarification to Query nos-10 & 68, above.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
95	Page 61	Assessment and subsequent Procurement of the required (both Hardware and software) Equipment and Infrastructure for efficient setting up & operationalization of HHRI	We would like to request clarification on this aspect of TOR. Kindly clarify whether the consultant would be required to only prepare the Bid / Tender documents or whether the consultant would be expected to support the client in the entire tender process including but not limited to bid evaluation, scoring, finalization etc.	In this direction, Consultant may refer Sub Para-2.[e].(iv) of TOR-Section-7 [at page no-61] and Task-D , as stipulated under sub Para -4 [Description of Task assigned to Consultant] of the TOR Para-II [at Page no-64-65]. Consultant may, also, like to refer Client's clarification to Query no-6 & 60, above.
96	--	Procurement and contacting activities under the engagement	We would like to request clarification regarding whether the Consultant shall be required to provide legally sustainable draft tender documents or would the Client take up legal review and vetting of the procurement and tender documents for various procurement activities envisaged under this assignment.	In this direction, Consultant may refer Client's clarification to Query no-87, above.
97	Page 66	Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring above, to each of Contractor for the work(s) of Procurement of such MMIS System.	We would like to highlight that it may not be possible / permissible for the selected consultant to submit a validation report and issue Certificates. We would like to emphasize that this would be the duty of the vendor and the client.	In this direction and as contextually applicable to sub section- (g) & (h) of Para-6 [Task-F-MMIS] of Para-II [Description of Tasks assigned to Consultant] of TOR-Section-7 [at Page no-65 of RFP], Consultant may refer Client's clarification to Query no-6, above.
98	Page 66	Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring	We would like to highlight that it may not be possible / permissible for the selected consultant to submit a validation report and issue Certificates. We would like to emphasize that this would be the duty of the vendor and the client.	In this direction and as contextually applicable to sub section- (g) & (h) of Para-7 [Task-G-Support in setting up HHRI Data Centre] of Para-II [Description of Tasks assigned to Consultant] of TOR-Section-7 [at Page no-66 of RFP], Consultant may refer Client's clarification to Query no-6, above.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
		above, to each of Contractor for the work(s) of Procurement of such equipment and Software including Maintenance support for setting up of HHRI Data Centre.		
99	Page 67, Task – H	Based upon above, Consultant shall issue a Validation certificate for complete setting up of a Functional HHRI.	We would like to highlight that it may not be possible / permissible for the selected consultant to submit a validation report and issue Validation Certificates. We would like to emphasize that this would be the duty of the vendor and the client.	In this direction and as contextually applicable to sub section- (a) & (b) of Para-8 [Task-H-Setting up and operationalizing HHRI] of Para-II [Description of Tasks assigned to Consultant] of TOR-Section-7 [at Page no-67 of RFP], Consultant may refer Client's clarification to Query no-6, above.
100	Page 67, Task – L	Support in establishing twinning arrangements with global institutes of repute	We would like to request whether the selected consultant shall be required to undertake international travel for discussions with potential institutes. If yes, we request to kindly provide details (number, duration etc.) of such travel so that the same can be budgeted appropriately.	In terms of TOR Sub Para 2.(b) [at Page no-59], Consultant's lump sum Proposal shall be inclusive of all costs e.g. (i) Total Remuneration (ii) Total Reimbursable and shall be inclusive of all the incidental, Contingent, Working expenses, Training expenses, Consultant Profit & other Fees such as Inspection Fees of all kinds and risks of every kind for the successful and complete achievement of the 'Key Objectives of the Assignment' as defined above, within the stipulated 'Time for Completion'.
101	Page 72	Indicative requirements of Key Experts for the Consultancy Services are as under	While indicative requirements for the various modules of the study have been provided in the RFP, we would like to request an indicative split between 'Home' and 'Field' time for the various experts. This shall help all bidders allot same time for the experts and shall ensure uniformity in price proposals as well for DFCCIL.	On the side lines, it is mentioned that keeping all the relevant aspects, parameters, Consultant inputs required in Fulfilment of Key Objective -1 & 2 [Sub Para 1.(b) of TOR-Section-7, at Page no-58-59 of the RFP], during Preparation of their lump sum Proposal , Consultant shall submit a comprehensive lump sum proposal.

Sr. No.	RFP Page No.	Original Clause	Requested Modification / Clarification	DFCCIL Clarification
102	--	--	Since this is a very critical assignment of national significance, and multiple firms have submitted queries, as well as response to queries by DFCCIL and tie-up with international partners by the consultants is expected to take time, we would like to request that the submission timeline may kindly be extended by an additional 8 weeks from the current submission date. This shall help all bidders to submit good quality and competitive proposals.	In this direction, Consultant may refer Client's clarification to Query no-1,81 & 91 , above.

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
103	Data Sheet, Point 10.1	Statement of Undertaking	Request to please provide a format for the same	<p>The requirement for the Consultant to include, if specified in the Data Sheet, an Statement of undertaking to observe, in competing for & executing a contract, the Client's country Laws against Fraud & corruption (including bribery)is contained ITC sub Clause 10.2[Documents comprising a Proposal, at Page no-15-16 of the RFP].</p> <p>Accordingly, ITC sub Clause 10.2 Data sheet [at Page no-28 of the RFP] specifies 'Yes' for Statement of undertaking.</p> <p>Sub Para-2.(iv) of Form-TECH-1 [at Page no-35 of the RFP] contains the Consultant undertaking, in terms of ITC sub Clause 10.2 Data sheet, to observe the Laws against Fraud & corruption,</p>

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
				including bribery, in force in the Country of Client.
104	Data Sheet, Point 15.1.1	"CVs should be signed by the respective Experts proposed for the assignment. Electronic Signature of the expert is permitted provided it has been used with the permission of concerned Expert and his Services are available for the assignment."	As there are many international experts involved, we request to kindly relax the requirement to allow the "Authorized Representative" of the consortium to sign on behalf of identified individuals in case of unavailability of the personnel	No Change is envisaged in the ITC sub Clause no-15.1.1 [Data sheet, at Page no-28].
105	Data Sheet, Point 21.1	Relevant experience in the Region (working level fluency in local language(s), knowledge of local culture and administrative system & Government organization etc.	To allow the bidders to bring in the best experts on the subject, request you to kindly relax the requirement of having a local experience and proficiency to work in local languages	The Condition [Sub Para (iii).(3) of ITC sub Clause 21.1-For FTP-Evaluation of Technical proposal, at Page no-30 of the RFP] stems from / resonates with a similarly titled provision in World Bank Standard RFP [Selection of Consultants]. No Change is envisaged.
106	Form Tech 1 and Fin Form 1	Sign and Stamp of all Consortium Partners	As there are multiple partners located in different part of the world, we request to kindly relax this requirement and consider the LoI or Copy of Contract already signed to suffice this requirement	In this direction, Consultant may refer Client's clarification to query no-93.
107	Section 7-Terms of Reference	Indicative Man-Months	It is requested to kindly allow the key experts to work in an On-site/ offsite mode thus allowing them to work from their Home countries	In this direction, Consultant may refer Client's clarification to Query no-87, above. To reiterate, the Consultant , in terms of GCC sub

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
				<p>Clause 20.1, 20.2 & 20.4[General Standard of performance, & Law Applicable to Services, at Page 87 of the RFP], shall , perform, by deploying adequately qualified & experienced Experts or Specialist sub Consultants, the Services , in accordance with the Contract and applicable Law.</p> <p>Consultant may, also refer TOR[Section-7] Para 1.(b) [at Page No-58-59] listing Key objective-1&2 and Annexure-1 to TOR [Appendix-A, Part-IV of Section-8, at Page no-107-109], listing Key Deliverables [KD], required period and Payment instalment [expressed in terms of % of accepted contract Amount] against each KD.</p>
108	Data Sheet Point 21.1 Evaluation of Technical Proposal	Specific experience of the consultant relevant to the assignment	<p>It is requested to kindly confirm the scoring criteria for Credentials i.e. provide a break up of marks attributed to each category of experience requested</p> <p>Also, it is suggested that experience in operationalizing heavy haul railway operations is included and additional marks be allocated to the same</p>	<p>In this direction, Consultant may refer Sub Para (1) & (3) of Sub Para-(iii) of ITC Sub Para 2.1[Evaluation of technical proposal, at Page no-29-30 of the RFP] Data sheet. Which lists General qualification and experience of experts and the marks (in %) allocated thereto.</p> <p>No further distribution is envisaged.</p>
109	Page 72, Indicative Man Months	Time calculation for Heavy Haul Rolling Stock Expert is provided as 06 (Key Objective-1)+18 (Key Objective-2)= 22 Months	The calculation is incorrect, as $6 + 18 = 24$ Months and hence the Total Man-Month for Key experts should be 160 Man-Months	In this direction, Consultant may refer item no-6 of Addendum no-3.
110	Page 71 Experience of Team Leader		<p>It is suggested that the Team Leader may not necessarily have a Heavy Haul experience but should be a seasoned Project Manager capable to get thing moving and done in stipulated time</p>	<p>In this direction, Consultant may refer item no-16 & 16.1 of Addendum no-3.</p> <p>In addition to Key Experts [Para-III of TOR],</p>

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
			frame with the team. It may be made mandatory to have an experience in delivering projects funded by World Bank/ADB/Other similar institutions in railways in international geographies. A separate expert position may be added to abide by the technical expertise as those mentioned in the experience required for Team leader in current RfP.	Consultant is required, in terms of Para-IV to TOR [t Page no-72], to submit a detailed list of Non Key Experts.
110	Page 71, Man month effort estimation		Please specify minimum time effort an expert is expected to spend onsite and offsite to bring objectivity in evaluation of bids	There is no minimum time effort, stipulated in the RFP, which, an Expert is expected to spend, onsite and offsite. If Consultant is referring to minimum Man Months for Key experts, please refer Column no-[3] of Table appended under Para-IV to TOR, section-7 [at Page no-72].The minimum Man months have not been, further , divided into onsite and off site components.
111	-	-	Request to share earlier reports around HH research in India carried out by DFCCIL in recent past	In this direction, Consultant may refer Client's clarification to Query no-67, above.

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
112			<i>Given the size and scale of this assignment, we</i>	In this direction, Consultant may refer Client's

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
			<i>request you to kindly extend the last date of submission by <u>3 weeks to 20th March 2020.</u></i>	clarification to Query no-1,81,91 & 102, above.
113	General Conditions of Contract, Part B Clause 19.C	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days" written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) 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>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>	It is suggested to include that, "Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations."	<p>The GCC sub Clause 19.1.3 [Termination –By the Consultant, at Page no-86] is based upon similarly titled and numbered GCC Provision , as stipulated in World Bank World Bank Standard RFP for Selection of Consultant.</p> <p>No Change is envisaged.</p>
114	General Conditions of	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at	It is suggested to set out in the SC-"Except as otherwise permitted by this Agreement, neither of	The GCC sub Clause 22.1 [Confidentiality, at Page no-88-89] is based upon similarly titled and

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
	Contract, Clause 22- Confidentiality	any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.	the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	numbered GCC Provision , as stipulated in World Bank World Bank Standard RFP for Selection of Consultant. No Change is envisaged. In this direction, Consultant may, also, refer client's clarification to Query no-24 and 43, above.
115	General Conditions of Contract, Clause 25- Accounting, Inspection & Auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to	Suggest to specify in the SC any local rule applicable to files inspection.	In this direction, Consultant may refer ITC sub Clause 5.2 [Corrupt & Fraudulent Practice, at Page no-13] and GCC sub Clause 25 [Accounting, Inspection & Auditing, at Page no-89]. In his direction, Consultant may, also, refer Client's clarification to Query no-21, 25 & Query no-40, above.

S.No.	Section (Name & No.)	Statement as per tender document	Query/Suggestion by Bidder	DFCCIL Clarification
		have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)		
116	General Conditions of Contract, Clause 27- Proprietary Rights of the Client in Reports and Records	<p>27.1 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. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled</p>	<p>Please suggest to set out in the SC the standard EY wording on IPR:</p> <p>Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p>The GCC sub Clause 27.1 [Proprietary Rights of the Client in Reports and Records, at Page no-89] is based upon similarly titled and numbered GCC Provision , as stipulated in World Bank World Bank Standard RFP for Selection of Consultant.</p> <p>Consultant may refer SCC Sub Clause 27.1 & SCC sub Clause 27.2 [at Page no-100].</p> <p>No Change is envisaged.</p> <p>In this direction, Consultant may, also, refer Client's Clarification to Query no-26, above.</p>

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		at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.		

-End of Client Clarifications-