

Tender No: HQ/EN/PPP/RFP-TC/2014

Date: 07.01.15

Sub: RFP for appointment of Technical Consultant for Dankuni-Gomoh Section of Eastern DFC through PPP mode.

RESPONSES TO PRE-BID QUERIES OF THE APPLICANTS

| S.NO. | Page No. and Clause | Clarification Sought | Remarks |
|-------|------------------------------|--|---|
| 1. | Pg. no. 2; clause 1.7.1. | The exchange rate of many currencies such as Hong Kong Dollar, Singapore Dollar etc. are not published on the website of International Monetary Fund. Therefore, it is requested to please provide an alternative Currency Exchange Rate Standard for conversion of currency other than International Monetary Fund. | Necessary Corrigendum will be issued. |
| 2. | Pg. 7; Clause 2.2.2. (D) (a) | Experience of Eligible assignment for has been described as under in the RFP : <i>“He should have led the study team for two Eligible Assignments”</i> In view of the many permissible experiences namely for the feasibility studies, DPR, Project Management etc., the word <i>“study”</i> appears to be causing a confusion. It is therefore suggested that we may rewrite the requirement as under : <i>“He should have led the team for minimum of two Eligible Assignments.”</i> | These are the standard wordings provided in the Model RFP issued by Planning Commission. There appears to be no practical difference. |
| 3. | Pg.no.9, Clause 2.2.3 | It may not be possible to obtain a Statutory Auditor Certificate(s) stating the Fee received in respect of each of the Eligible Assignments. Therefore, it is requested that for the individual assignments qualifying for the | Necessary Corrigendum will be issued to cover Client’s certificate also. |

| | | | |
|----|------------------------------------|---|--------------------------------|
| | | work, the Client's certificate mentioning the fee for that particular assignment should be accepted. | |
| 4. | Pg. no. 12, Clause 2.3.4 | The nature of the activity required to be performed under this agreement is confined only to the formulation of the preliminary design, EIA, SIA and documentation of the PPP document. The Consultant so hired for this job is not even responsible for evaluation of the Bids. Subsequent activities for successful implementation of the project like detailed design, Contract Management etc. have no conflict of interest with the earlier activities performed by the Consultant./ In light of this, there appears to be no reason for continuation of this clause in the RFP. Accordingly, it is requested that this should be withdrawn. | Provision of RFP will prevail. |
| 5. | Pg. no. 27 & 28 ; Clause 2.25.2 | <p>In Contracts of this type, it becomes very difficult to work without any substitutions as the individuals keep on moving away for the reasons beyond the control of the organization. Since it is a key deliverable Contract, it is requested that this clause may be withdrawn. The substitution may however be permitted only in special circumstances. If at all it is considered to be necessary to retain this clause, it may be modified as under and also delete the last sentence of this clause :</p> <p><i>“The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due</i></p> | Provision of RFP will prevail. |

| | | | |
|----|---------------------------|--|--------------------------------|
| | | <p><i>to health. Such substitution shall ordinarily Be limited to <u>three</u> Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of subsequent substitutions hereunder, such deduction shall be 15% (fifteen per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.”</i></p> | |
| 6. | Pg. no. 28, Clause 2.25.3 | <p>In contracts of this type, it becomes very difficult to work without any substitutions as the individuals keep on moving away for the reasons beyond the control of the organization. Since it is a key deliverable Contract, it is requested that this clause may be withdrawn.</p> | Provision of RFP will prevail. |
| 7. | Pg. no. 28, Clause 2.26 | <p>Requested to limit the liability up to the value of the agreement.</p> | Provision of RFP will prevail. |
| 8. | Pg. no. 28, Clause 2.26 | <p>Requested to add the following after the end of the clause :</p> <p><i>“ arising out negligent act, error or omission of the consultant”.</i></p> | Provision of RFP will prevail. |

| | | | |
|-----|--------------------------|--|---|
| 9. | Pg. no. 30; Clause 3.1.3 | While describing the system of marking for the key personnel, the manner in which 30% of the marks would be assigned has been spelt out. However, for the balance 70%, there is no clarity about the manner in which the marks will be allocated. It is therefore requested that for this portion of the evaluation, this procedure should also be made more explicit. | The details given in the RFP is sufficient. |
| 10. | Pg. no.31,; Clause 3.1.4 | <p><i>As per the requirement of this Clause, the criteria for eligibility of a personnel states as under :</i></p> <p><i>“ For the purpose of determining conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments in respect of general consultancy, project management, proof checking, preparation of reports including engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”).”</i></p> <p><i>As per this requirement, the personnel associated with such projects in capacities other than advisory/consultancy will be eliminated. Some of these personnel who have a long association for works for planning and execution of such projects can contribute immensely to the success of this assignment. It is therefore requested that such</i></p> | <p>(i) The criteria for eligibility of Key personnel given in Cl 3.14 is sufficient to cover the nature of work involved in the instant consultancy contract.</p> |

| | | | |
|--|--|--|---|
| | | <p><i>personnel should also be included in the ambit and the clause should read as under :</i></p> <p><i>“Following shall be constituted as eligible assignments for the personnel for this assignment.</i></p> <ul style="list-style-type: none"> <i>• Preparation of project and feasibility reports.</i> <i>• Preparation of Engineering Survey reports including social and environment Impact assessment.</i> <i>• Project Management.</i> <p><i>(The experience for these projects could be from the advisory/consultancy role in the General Consultancy assignments or otherwise).</i></p> <p><i>Following are the eligible projects for the personnel for this RFP :</i></p> <p><i>(i) Railway projects having an estimated capital cost (excluding land) of at least Rs. 800 crore (Rs. Eight Hundred crore) in case of a project in India, and US \$ 900 million (US\$ Nine Hundred million) for projects elsewhere;</i></p> <p style="text-align: center;"><i>Or</i></p> <p><i>(ii) Any project involving construction and having an estimated capital cost (excluding land) of at least Rs. 4570 crore (Rs. Four thousand Five hundred and three crore) in case of a project in India, and US\$ 3000</i></p> | <p>(ii) Provision of RFP will prevail.</p> <p>(iii) Corrigendum will be issued which will include Metro projects also under CL 3.1.4(i).</p> |
|--|--|--|---|

| | | | |
|-----|-----------------------------------|--|--|
| | | <p><i>million (US \$ Three Thousand million) for projects elsewhere.”</i></p> <p>Note : The eligibility of the projects has been pegged at Rs. 1800 cores. So far, there are hardly any projects in India which will measure upto this requirement. It is therefore requested that this limit may be reduced to Rs. 800 crore.</p> | |
| 11. | Pg. no. 32: Clause 3.1.4 (ii) | There is discrepancy in the amount in last two lines ie. in numbers it shows US\$ 2251 million whereas in words it shows US \$ Three Thousand Million. Please clarify. | Necessary corrigendum will be issued duly correcting the figure in words. |
| 12. | Pg. no. 41 ;Clause 1.4 | In the General Terms of Reference, it is stated that the clarification is to be provided to Legal Advisor, Authority and Finance Consultant. The key personnel list does not contain Legal/Contract Expert and Financial Expert. We understand that the clarification will be related to the Technical aspect only. | Yes, the clarification will be related to the Technical aspect only as defined in this RFP. |
| 13. | Pg. no. 42; Clause 3 | While there are two key deliverables against which the fees are proposed to be paid and which forms an important part of the assignment, it has no mention in the scope of work. Please clarify. | May kindly refer Scope of services under Cl 3.4 read with Deliverables under Cl.4 at Pg no. 42-46. |
| 14. | Pg no. 42 & 43; Clause 3.3. & 3.4 | In order assess the quantum of work in connection with these activities. It is requested that : | |

| | | | |
|-----|--------------------------------------|---|---|
| | | <p>1. Tentative number of project affected families/families that needs to be resettled.</p> <p>2. Status of land acquisition.</p> <p>3. Clause 3.4 (b) specifies the role of Consultant to obtain clearances. It is understood that Railway projects are exempted from EIA clearance. Which clearances does the document refer to?</p> | <p>22640 no (tentative) of families</p> <p>Total Land: 552.75Ha, 20A: Completed, 20E: 448.52Ha, 20F: 233.54Ha</p> <p>Environmental Clearance is not required.</p> |
| 15. | Pg. no. 42 & 43; Clause 3.3 & 3.4 | We understand that liaising will be limited to providing technical support, responding to the queries of approving authority, making presentations and attending discussions on behalf the client. | Yes. May kindly refer the relevant clause for further details. |
| 16. | Pg. no. 44; Clause 4(3) (c) | There are no paras 3.14 and 3.15 referred to in Clause 4 (3) (c) at PDF PG. NO. 54 OF 146. Please clarify. | Necessary Corrigendum will be issued. |
| 17. | Pg. no. 46; Clause 5.2 | No payment has been linked with the Key Deliverable 1 ie. the Inception Report, it is requested to please add 10% of payment to the Inception Report and the same can be adjusted with any of the other Key Deliverables. | Provision of RFP will prevail. |
| 18. | Pg. no. 51; Clause 10.2 | As per the 2 nd sentence of this clause, <i>“In consideration of the Lump Sum Payment, the Consultant shall provide such services as may be required by the Authority/MOR for concluding the Bid Process and execution of the Concession Agreement.”</i> | The role of consultant is upto the execution of the Concession Agreement. May kindly refer Cl 10 at page no.50. |

| | | | |
|-----|-------------------------------|--|--------------------------------|
| | | <p>However, as per Scope of Services, Clause 3.1 (6) states <i>“Preparation of responses to technical queries on RFP from the bidders of the Project.”</i></p> <p>It is understood that the role of the Consultant will be confined only to giving responses of the technical queries on the RFP. Please confirm that the role of Consultant will cease after framing the replies of pre-bid queries.</p> | |
| 19. | Pg. no. 64; Clause 2.8 | Add the word <i>“under this agreement”</i> in between <i>“payments”</i> and <i>“to”</i> of the 2 nd line of this clause. | Provision of RFP will prevail. |
| 20. | Pg. no. 72; Clause 3.4.2 | <p>Requested to add the following after the end of the clause :</p> <p><i>“arising out negligent act, error or omission of the consultant.”</i></p> | Provision of RFP will prevail. |
| 21. | Pg.no. 72; clause 3.4.4 | It is requested to <i>reduce ‘the limit equivalent to 3 times the agreement value’ to ‘the amount equal to value of the agreement’.</i> | Provision of RFP will prevail. |
| 22. | Pg. no. 72, Clause 3.4 | <p>It is requested to add the new clause 3.4.5 after 3.4.4</p> <p><i>“Consultant shall not be liable for any damages claimed, loss for reasons not attributable to the Consultant.”</i></p> | Provision of RFP will prevail. |
| 23. | Pg. no. 75; Clause no. 3.19.3 | Requested to delete the words <i>“or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.”</i> | Provision of RFP will prevail. |

| | | | |
|-----|----------------------------|--|--------------------------------|
| 24. | Pg. no. 76; Clause 3.12 | Words <i>“or inadequate due diligence”</i> cannot be quantified. Hence, may be considered for deletion from this clause. | Provision of RFP will prevail. |
| 25. | Pg.no.78: Clause 4.4 | <p>In contracts of this type, it becomes very difficult to work without any substitutions as the individuals keep on moving away for the reasons beyond the control of the organization. Since it is a key deliverable contract, it is requested that this clause may be withdrawn. The substitution may however be permitted only in special circumstances. If at all it is considered to be necessary to retain this clause, it may be modified as under :</p> <p>Requested to modify it as follows :</p> <p><i>“The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three key personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Substitution of one key personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of subsequent substitutions, such reduction would be equal to 15%</i></p> | Provision of RFP will prevail. |

| | | | |
|-----|--|--|--|
| | | <i>(fifteen per cent) of the total remuneration specified for the key personnel who is proposed to be substituted.”</i> | |
| 26. | Pg. no. 82, Cl no. 7.2.1 | Requested to delete the word “ <i>consequential</i> ” | Provision of RFP will prevail. |
| 27. | Pg.no. 83, Cl no. 7.2.3 | This para should be deleted. | Provision of RFP will prevail. |
| 28. | General | Kindly clarify if the formation of JV is permitted in respect of the firms which have been shortlisted as a single entity in the EOI process. If so, what is the maximum number of JV members? | Provision of RFP will prevail. |
| 29. | Corrigendum no. 1 | Kindly extend to Proposal due date by a fortnight i.e. 28-01-2015 | Necessary Corrigendum will be issued. |
| 30. | S.No. 1.8 at page 3 and Corrigendum – 1 of Due Date. The clause reads as under : Proposal Due Date : 12/01/2015 | In order to submit the best possible proposal, we would like to know if an extension can be made due to holiday’s season. | Necessary Corrigendum is getting issued. |
| 31. | Refer Para 2.20.1 at page no. 23 of Bid Security :The applicant shall furnish as part of its Proposal, a bid security of Rs. 1,88,000 in the form of a FDR/Demand Draft/Bankers Cheque | We would like to request conversion of bid security from Demand Draft to Bank Guarantee. | Provision of RFP will prevail. |

| | | | |
|-----|--|---|--|
| | issued by one of the Nationalized/Scheduled Banks in India | | |
| 32. | Pg 44, Cl 4 (D) 3 (c) of TOR | Reference is made to Terms of Reference, where referring to the Total Project Cost, please provide the missing paras 3.14 and 3.15. | The necessary corrigendum is getting issued. |
| 33 | Pg 44, Cl 4 (D) of TOR | Regarding the submission of the Deliverables: the deliverable at 4-D “Feasibility Report” includes different type of deliverables, among which it is requested to prepare “Preliminary designs” document and a BoQ: can you clarify which is the expected design level in terms of type of drawings, scale of plan profile, etc.? | May please refer the details given under Cl. 4.0 at Pg 44. The drawings are to be given in the standard scale. Certain items needs only updation. |
| 34. | Pg 44, Cl 4 (D) and Cl 5.2 at Pg 46 of TOR | Among the activities to be completed within the first 22 weeks, there is also the Land Acquisition (Implementation schedule of D-Feasibility Report): please, can you clarify if DFCCIL has already acquired the land? | The land acquisition is under process (at different stages). The details are : The Total Land: 552.75Ha, 20A: Completed 20E: 448.52Ha, 20F: 233.54Ha |

| | | | |
|-----|--------------------|--|--|
| 35. | --- | Please, considering Christmas and New Year we ask for another 15 days more (until January end) of extension of the deadline for the submission of the proposal, because it is not easy to collect the documents due to <u>HOLIDAYS</u> in Europe. | The necessary corrigendum is getting issued. |
| 36. | Pg 31 /32 Cl 3.1.4 | In ITA clause 3.1.4 - page 31 /32 of the RFP - Eligible assignments are those Railway projects which have an estimated capital cost of 1800 Cr or more. - Query - In the " <u>INTRODUCTION</u> " at para 1.1.1 at page 1 of RFP, Gomoh-Dankuni section of the Eastern Corridor has been considered as a project and its capital cost shown as 4570 Cr. With the same analogy, should each of the sections like Bhaupur-Khurja (APL-1), Murgal-Sarai - Bhaupur (APL-2) and Khurga-Ludhiana & Khurja-Dadri(APL-3) of Eastern Corridor be considered as projects for the purpose of this RFP? | If the firm has done the consultancy work which specifically indicates the section , the capital cost can be considered. |
| 37. | Pg 2, Cl 1.4 | The cost of the tender document Rs. 5250/- In case of downloaded form, the Applicant need not deposit the aforesaid fee. In any case we can attach a DD for the same amount along with the proposal, please confirm. | The necessary corrigendum is getting issued. |
| 38. | ---- | Can you clarify whether the CVs of Associate firms are also acceptable? | It is acceptable provided that the availability of experts is ensured by the Consultant. |

| | | | |
|-----|---|--|--|
| 39. | | Based on our perusal of RFP, we would like to know if we can include a "commercial PPP expert" position required in the personnel who shall bring in the PPP experience and shall seamlessly coordinate to provide inputs and data verification to the <u>FINANCIAL</u> Consultant since this Project has a separate Financial consultancy module as per the RFP document. | Provision of RFP will prevail. |
| 40 | Minimum Man/Month | Is there any condition for Minimum Man/Month? | There is no condition for Minimum Man/Month in the RFP document. Work has to be executed as per the details given in the RFP document. |
| 41 | Pg 6, Cl 2.2 (Technical Capacity) | Is a project from which Applicant got the amount of payment mentioned in Clause 3.1.4 countable for evaluation of eligible assignments, irrespective of completed or not? | There is no ambiguity for the condition of eligibility of applicant given in Cl 2.2.2 and in Cl 3.1.4. |
| 42 | Pg 42, Cl 3 (Social Impact Assessment) | How many households are you envisaging for this study? | 22640 no (tentative) of families |
| 43 | Pg 42, Cl 3 (Schedules A,B,C & H of the Concession Agreement) | We kindly request you to elaborate on Schedules A,B,C & H of the Concession Agreement. | These are the standard schedules of Concession Agreement. You may kindly refer Draft MCA issued by Planning Commission for details. |
| 44 | Pg 10, Cl 2.3 | Contains the provision regarding conflict of interest which have been further explained in the guidance note | |

| | | |
|--|---|---|
| | <p>at schedule 3 of the RFP document (page 65) Provisions have also been mentioned in para 3.2 on page 68.</p> <p>As per sub-para 2.3.1(page 10), any applicant found to have conflict of interest shall be disqualified and in the event of disqualification, bid security will be forfeited and further damages will also be paid by consultant to the authority. The clause regarding forfeiture of bid security and payment of damages is not acceptable because the decision to declare any consultant having conflict of interest or not lies with DFCCIL and not with consultant. This forfeiture and damages can be considered justified only if consultant has given factually wrong statements in their offer.</p> <p>As per para 2.3.4 (page 12) the consultant selected for the project shall be disqualified from subsequently providing goods or services related to the construction and operation of the same project. However, this para further says that this restriction shall not apply to the consultancy services performed for the authority in continuation with this consultancy. It may please be clarified whether the consultant selected for this project will be allowed to work as independent engineer subsequently or not.</p> <p>As per para 3(a)(ii) of guidance note on conflict of interest (page 95) potential consultant should not have defined the project when earlier working for the authority. RITES had prepared the PETS report of this</p> | <p>Provision of RFP will prevail.</p> <p>Decision regarding Conflict of Interest for subsequent tender for independent engineer will be decided as per provision in that tender at that time.</p> |
|--|---|---|

| | | | |
|----|-----------------|--|--|
| | | <p>project and submitted report in December 2009. It may please be clarified whether RITES is disqualified under this clause.</p> <p>In view of highly restrictive provisions regarding conflict of interest, it will be appropriate that this issue may be sorted out before asking for offers. Provisions mentioned in para 3.2 on page 68 seem logical and would be sufficient to define the conflict of interest.</p> | <p>Prima – facia, there appears to be no Conflict of Interest as having done PETS report of this project does not affect the Selection Process or the Consultancy.</p> <p>However the Normal way to identify the conflict of interest is through self declaration by consultant as per para 4 of Schedule -3 page 95-96.</p> |
| 45 | Cl 3.5.2(a) | 3rd party liability insurance with minimum coverage of Rs. 1 crore is to be taken. Purpose of this insurance is not clear. Since the consultancy assignment involves hardly any field work, this provision may be deleted. | This consultancy work includes EIA & SIA which is a field work. So provision of third party liability insurance is mentioned. |
| 46 | Pg 78 Cl 4.4 | Only two key personnel can be substituted. For first key personnel, remuneration will be reduced by 20% and for second personnel remuneration will be reduced by 50%. These provisions are too strict. Reduction in remuneration may be restricted only to 10%. | Provision of RFP will prevail. |
| 47 | Pg 80 Cl 6.3(a) | Mobilization advance (10% of contract amount) paid will attract a simple interest of 10% per annum. No payment is being made at the stage of Inception Report and first payment is being made on review of Engineering Survey and DPR etc. (KD1 on page 91). In view of the above, mobilization advance may be paid without any interest. | Provision of RFP will prevail. |

| | | | |
|----|---------------------|---|---|
| | | Alternatively, payment of 10% of contract amount may be made on submission of Inception Report (KD-1). | |
| 48 | Pg 91 (Foot note 1) | <p>As per payment schedule mentioned, the payment at any time shall not exceed the amount certified by the consultant in its statement of expenses. <i>It may be clarified whether the statement of expenses mean the bill submitted by the consultant to client or anything else.</i></p> <p>As per foot note 2 on page 91, consultant is required to submit final report within one week of receipt of comments from the authority. This period may be increased to two weeks.</p> <p>As per foot note No. 5 mobilization advance is to be adjusted against first three bills, while as per para 6.3(a) on page 80 mobilization advance is to be adjusted in first four stage payments. This anomaly may please be corrected.</p> | <p>May kindly refer “statement of expenses” as defined in Note 13 at Pg 122, Form-2 of Appendix- II at Pg 121. The consultant has to submit its statement of expenses as per the payment schedule defined in the RFP.</p> <p>Provision of RFP will prevail.</p> <p>Necessary corrigendum will be issued.</p> |
| 49 | Pg 44 Cl 4.B | As per Deliverables, Consultant is required to review survey and investigation report and submit a report on the alignment together with proposed geometric improvements. This essentially means preparation of all the drawings (index plan, plan and L-section and typical cross sections). It is assumed that drawings have to be prepared by carrying out modifications, if any on the drawings provided by DFCCIL only. For this purpose, DFCCIL will provide | DFCCIL will provide available soft copy/ hard copy of the relevant documents in the available format. |

| | | | |
|----|-----------------------------|---|---|
| | | data/drawings/information in editable soft copy particularly drawings in CAD format and working models of alignment design i.e. in native format of MX, BRT, PRT etc. | |
| 50 | Pg 44 Cl 4. D 1 a | As per deliverables, an index plan of the project duly updated is required to be prepared. Scale of index plan may kindly be defined. It is assumed that only revision in proposals, if any to be updated on the drawings made available by DFCCIL. No field work etc. would be required. | DFCCIL will provide available soft copy/ hard copy of the relevant documents. The consultant has to update the index plan which may or may not require field work. |
| 51 | Pg. 44 Cl 4. D 1 b | As per deliverables, Plans, L-sections, and typical cross sections are to be prepared. It is assumed that these will have same content and scale etc. as provided by DFCCIL. | Yes, DFCCIL will provide available soft copy/ hard copy of the relevant documents. |
| 52 | Pg 44 Cl 4. D 3 a, b, and c | As per deliverables, BOQ needs to be prepared. It is assumed that it will be based on estimate to be provided by DFCCIL. | Estimate will be provided by DFCCIL to consultant. |
| 53 | | In Schedule H, lot many other things have been mentioned which are not part of deliverables of RFP. It is assumed that these drawings will be prepared by concessionaire after award of concession. Consultant are required to only review the list and modify it as per requirement. | The consultant shall describe all the drawings that the Concessionaire is required to furnish to the Independent Engineer as per the provision in the Draft Concession Agreement. |
| 54 | Pg 46 Cl 5.2, KD 2 | As per Time and payment schedule, review and report on the Engg. Survey needs to be submitted in 8 weeks. Considering geometric revision in the alignment etc. | Provision of RFP will prevail. |

| | | | |
|----|-------------------|--|--------------------------------|
| | | and preparation of drawings afresh, time of 8 weeks is not sufficient. It may be increased to 18 weeks without affecting overall schedule. | |
| 55 | Clause 2.3.4 | <p>Conflict of interest</p> <p>A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.</p> <p>We request you to kindly allow the applicant or tenderer to provide works or services at the period of construction in future for same project to authority or client.</p> | Provision of RFP will prevail. |
| 56 | Clause 2.14.2 (g) | <p>Submission of technical proposal</p> <p>The CVs have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Applicant. Photocopy or unsigned / counter signed CVs shall be rejected;</p> <p>As we are an MNC organization, our experts work internationally so it a request to employer to accept the Scanned copy of signed CV can also be submitted</p> | Provision of RFP will prevail. |
| 57 | Clause 2.1.4 | <p>Key personnel</p> <p>Number for each key personnel to be deployed for each position. Specify the number of experts to be deployed for each position As it is not mentioned in the tender document</p> | Provision of RFP will prevail. |

| | | | |
|----|----------------|---|--------------------------------|
| 58 | clause 2.2.(d) | <p>Conditions of Key personnel Experience on Eligible assignments. The Key personnel or expert should have the experience on eligible assignments which are submitted by the tenderer or the same technical experience in other similar assignments which are not short listed for this proposal submission</p> | Provision of RFP will prevail. |
| 59 | Form-4 | <p>Power of Attorney Submission of POA Whether the given format of POA should be followed or else the general POA for undertaking of Tender can also be submitted.</p> | Provision of RFP will prevail. |

| | | | |
|----|----------------------------------|--|--|
| 60 | Pg 1, Cl 1.1.1 & Pg 31, Cl 3.1.4 | In ITA clause 3.1.4 at page 31 of the RFP, eligible assignments are those Railway projects which have an estimated capital cost of 1800 Cr or more. In "Introduction" at para 1.1.1 at page 1 of RFP, Gomoh-Dankuni section of the Eastern Corridor has been considered as a project and its capital cost shown as 4570 Cr. With the same analogy, each of the sections like Bhaupur-Khurja (APL-1), Murghalsarai - Bhaupur (APL-2) and Khurga-Ludhiana & Khurja- Dadri (APL-3) of Eastern Corridor should be considered as projects for the purpose of this RFP. Similar identification of independent projects on Western Corridor may be described. | If the firm has done the consultancy work which specifically indicates the section, the capital cost can be considered . |
| 61 | --- | It may be further confirmed that eligible assignments for the applicant as well as key experts mean the projects though in progress but the applicant has received the requisite fee before PDD and the key expert has completed his assignment in the project before PDD. | There is no ambiguity in defining the eligible assignments for applicant as well as Key experts. The various limits have been clearly specified. |