

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

Ministry of Railway

Sub: Client's clarification in terms of ITC sub clause 13.1 (Clarification and Amendment of RFP) Bid Data Sheet on queries as submitted w.r.t. Pre-proposal Conference held in person as well as through video conferencing on 28/08.2020 by various prospective consultants.

Ref: Notification dated 07/08/2020 uploaded on DFCCIL Website

In connection with

RFP No. - HQ/OP & BD/STUDY OF SAFETY MANAGEMENT SYSTEM/ 20

Following is the Clients clarification in terms of ITC sub clause 13.1 (Clarification and Amendment of RFP) Bid Data Sheet on queries as submitted with respect to Pre-proposal Conference held in person as well as through video conferencing on 28/08.2020 in connection with the RFP mentioned above. The aforesaid client's clarifications as appended in a similarly titled column of the table given below, are meant to be mere clarificatory in nature and purpose. It 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 Bid Data Sheet at Page No-35 of the RFP] the Contract Agreement. No part of the client's clarification can be reproduced by the Prospective Consultant/successful Consultant to drive home a point or can be cited as a basis for any request related with change in tendering process.

Reply to the Pre-Bid Queries of the Bidders in connection with Consultancy Services for study of Safety Management System for DFCCIL.

RFP No.: HQ/OP&BD/STUDY OF SAFETY MANAGEMENT SYSTEM/20, DATED 7th Aug 2020.

S N.	Reference Clauses of RFP	Page No.	Existing clause of RFP	Queries raised or Modifications /Amendment suggested by the Bidders	Reply to queries
1	Section 2. Instructions to Consultants, E. Data Sheet, C. Submission, Opening and Evaluation Clause 21.1 (For FTP)	33	<p>a) The eligibility criteria for shortlisting of the Consulting firms ("Consultants") shall be as under:</p> <p>(i) Experience of the firm should not be less than seven years.</p> <p>(ii) The firm has experience of similar assignments. Similar assignments mean –</p> <ul style="list-style-type: none"> The firm has international experience in the work related to Safety Management System, Safety Audit Programme and Risk Management Programme for the logistic services / transportation / railways organisations. <p>(iii) The firm should have an annual turnover of INR 50 Cr. for each financial year during the last three financial years as applicable</p>	<p>i. We understand that the eligibility criteria has to be met jointly by the JV/Consortium members and all member of the JV are not required to fulfil each criteria individually. Please confirm if our understanding is correct.</p> <p>ii. Also please confirm whether the Subsidiary company registered / incorporated in India are allowed to utilize the financial and technical credentials of their parent / holding company having more than 95% share in the subsidiary company either at its own (directly) and or Combined (indirectly) through one or more of its subsidiary companies.</p> <p>iii. We understand that similar project experience for private clients will also be considered as eligible assignment.</p> <p>iv. The Financial turnover required should not be more than 25 Crores considering the envisaged fee for the assignment. We hereby further request to relax this criterion and <u>modify as under:</u> “(iii) The firm should have an annual turnover of INR 25Cr. for each financial year during the last three financial years as applicable”</p>	<p>i. The ITC sub Clause 21.1, stipulating the eligibility requirement for each Firm, is adequate.</p> <p>ii. Yes, But in order to claim the experience of the Parent company, the Proposal should be accompanied either by 'Parent Company Guarantee' or the Subsidiary firm should participate in Tender as an entity comprised by JV/Consortium of Subsidiary Company and Parent Company.</p> <p>iii. Please refer ITC Sub clause 21.1; a) – ii Data Sheet</p>

					iv. ITC sub Clause 21.1; a) - iii Data Sheet shall prevail.
2	Section 2. Instructions to Consultants, E. Data Sheet, B. Preparation of Proposals Clause 16.4	32	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.	Please clarify if we may submit our proposal in combination of up to 3 fully convertible foreign currencies plus INR (I.e. maximum up to 4 currencies, 1 local & up to 3 fully convertible foreign currency)	Please refer ITC Sub Clause 16.4 & 26.1 Data Sheet. It is self-explanatory.
3	FORM FIN-2 FORM FIN-3	52 53	SUMMARY OF COSTS, BREAKDOWN OF REMUNERATION	Formats of the Financial Forms (FIN 2 & FIN 3) only allow figures to be entered in Indian rupees. These needs to be amended so as to allow consultant to submit proposal in INR plus up to 3 fully convertible currency.	ITC sub clause 16.4 Data Sheet read with ITC sub Clause 26.1 Data Sheet adequately addresses the issue. No further change is required.
4	III. Special Conditions of Contract Clause 38.1	93	The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.	What will be the currency of Contract? Will it be in only single currency I.e. INR or will it be in combination of currencies in which the financial proposal has been submitted. We understand that DFCCIL shall bear the expenses towards foreign currency exchange, in case if the currency of contract is a foreign currency.	Please refer ITC Sub Clause 16.4 Data Sheet. Yes, in terms of ITC Sub Clause 16.4 Data Sheet, DFCCIL shall pay the amount in respective stipulated Contract currency (ies).

5	Section 7. Terms of Reference 3. Scope of Work Item 3.6	60	Suggestions for improvement in trainings for the employees of the organization	Does the client expect consultant to conduct trainings? If yes, please specify the number of training sessions envisaged during the assignment and total number of participants expected per training.	No. Please refer, Section 7 - Terms of Reference, Para 3 - Scope of Work; Item 3.6.
6	III. Special Conditions of Contract Clause 41.2.1	94	No advance will be payable under this contract	We request client to please provide mobilization advance as there would be a substantial cost incurred towards deployment of key experts (national & international) & also various survey and studies may need to be done at the start of the assignment.	Not agreed. Please refer Clause 41.2.1 of Special Conditions of Contract.
7	Section 7. Terms of Reference 5. Consultant Qualifications	61	Team Leader (International)	Will an Indian National with relevant International experience be accepted for this position? Please confirm.	Yes
8	Section 2. Instructions to Consultants E. Data Sheet C. Submission, Opening and Evaluation Clause 17.7 and 17.9	32	The Proposals must be submitted no later than: Date: 28 September 2020 Time: 15:00 local time	Extension of bid due date We request to allow a minimum of 3 weeks from the date of clarification received from client.	Not agreed
9	Section 7. Terms of Reference 4. Consultant Deliverables & Payment Plan	60	KD 1: 10% - Payment on Approval of Report by DFCCIL KD 2: 20% - Payment on Approval of Report by DFCCIL	To ensure a proposer cash flow to the consultants we propose to modify the payment terms as under: KD 1: • 7% on submission of Inception Report • 3% on approval of Inception report (10%) KD 2: • 14% on submission of Inception Report • 6% on approval of Inception report (20%) KD 3: • 14% on submission of Inception Report	No change is envisaged.

			<p>KD 3: 20% - Payment on Approval of Report by DFCCIL</p> <p>KD 4: 30% - Payment on Approval of Report by DFCCIL</p> <p>KD 5: 20% - Payment on Approval of Report by DFCCIL</p>	<ul style="list-style-type: none"> • 6% on approval of Inception report (20%) KD 4: • 21% on submission of Inception Report • 9% on approval of Inception report (30%) KD 5: • 14% on submission of Inception Report • 6% on approval of Inception report (20%) 	
10	Section 7. Terms of Reference KD4 Milestone; Workshop on Safety Management Systems	60	Draft Final Report along with a workshop on Safety Management System	<p>How does the authority intend to conduct the workshop? Location, No. of people, Duration /no. of Days?</p> <p>We assume Cost of venue and other consumables shall be directly arranged by DFCCIL. Please confirm.</p>	The expected participant in the workshop will be 50 (approx.). the Client shall not bear any expense for the workshop except provision of venue and light refreshment
11	Section 7. Terms of Reference 3. Scope of Work.	59-60	Point 3.4; Risk Management - Identify the main (top 50) areas of risk and requirements to enable DFCCIL to manage the risk arising from those areas.	In terms of Risk Management, is the Client seeking to adopt an Enterprise Risk Management approach (i.e. ISO 31000) or is it seeking to adopt an approach based wholly on Safety Risk Management?	Para 3; Scope of Work of the RFP is clearly describing the substance. Please refer the same.
12	Section 8; Form of Contract	69	<p>I. Form of Contract</p> <p>Article 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:</p> <p>(a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");</p>	<p>I. Form of Contract</p> <p>Article 1 of the Form of Contract listed under Section I of the RFP should first mention the Special Conditions of Contract, on the second position it should mention the General Conditions of Contract, on the third position the Appendices and on the fourth position the Consultant's proposal.</p>	<p>I. The Form of Contract is "Standard Form of Contract" (please refer page-63.)</p> <p>Also refer Point 1 of the Preface (Page 66) which clearly described the</p>

		<p>(b) The Special Conditions of Contract; (c) Appendices: Appendix A: Terms of Reference Appendix B: Key Expert Appendix C: Breakdown of Contract Price</p> <p>In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.</p> <p>II. General Conditions of Contract 1. Clause-18; Suspension 18.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant</p>	<p>II. General Conditions of Contract The following articles of the General Conditions listed under Section II of the RFP should be amended by way of additions to the Special Conditions of Contract listed under Section III of the RFP. 1. Article 18 should be amended to limit the possibility for the suspension of payments due to the Consultant to arise only in case of violation of the Consultant's "substantial obligations", rather than as suggested in the standard form "any" of the Consultant's obligations. This would be a reasonable amendment which would aim to balance the rights and obligations of the parties.</p>	<p>consists of the Contract Form. Hence, no alteration is envisaged.</p> <p>II. Please refer Point 2 of the Preface (Page 66) which clearly states that "The General Conditions of Contract, including Attachment 1, shall not be modified."</p> <p>Hence denied</p> <p>Note: The RFP document is prepared on the</p>
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		<p>to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p> <p>2. Clause 19.1.1 (d) - If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>3. Clause 19.1.3 (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>4. Clause 19.1.6 (a) - payment for Services satisfactorily performed prior to the effective date of termination;</p> <p>5 & 6. Clause 21.1.3 - The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to</p>	<p>2. Article 19.1.1 d) should be amended to define “a material portion of the Services” as being more than 50% of the Services to be performed by the Consultant. This amendment would clear any confusion that may arise in relation to the subjective interpretation of the concept of “material portion”.</p> <p>3. Article 19.1.3 a) should be amended to delete the 45-calendar day notice for the termination of the Contract due to non-payment by the Client. This would effectively mean that the Client would benefit from a 30-calendar day notice, which would be consistent with the notice afforded to the Consultant under Article 19.1.1 a).</p> <p>4. Article 19.1.6 a) should be amended to replace the term “satisfactorily performed” with “performed in accordance with the provision of the Contract” in order to avoid any confusion that may arise in relation to the subjective interpretation of the concept of “satisfactorily”.</p> <p>5. Article 21.1.3 should be amended to limit the Consultant’s / Sub-consultants’ obligation to engage in certain activities only in relation to competitors of the Client and for a limited time, namely the duration of the Contract.</p> <p>6. Article 21.1.3 should be amended to replace the term “any entity affiliated” with “corporate affiliate” in order to avoid any confusion that may arise in relation to the nature of the relationship that should exist between the Consultant/Sub-Consultants and their affiliates.</p> <p>7. Article 23 should be amended to include the following liability limitations: a. Except for mandatory provisions of the law, the Contractor’s total cumulative liability for all claims and/or</p>	<p>prescribed Standard Document format of World Bank.</p>
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		<p>the Consultant's Services for the preparation or implementation of the project.</p> <p>7. Clause 23 - Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p> <p>8. Clause 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>9. Clause 31.3 - Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>	<p>actions under the Contract and in any event, whether in contractual breach or in tort, for whatever reason and/or ground, shall be limited to the Contract Price, free of taxes. b. Subject always to the mandatory provisions of the law, the Consultant shall not be liable under or in connection with the Contract whether in contractual breach or in tort, for breach of statutory duty or otherwise for any loss of profit, loss of production, loss of contracts or for any indirect or consequential loss or damage whatsoever that may be suffered by the Client.</p> <p>8. Article 27.1 should be amended to indicate that the proprietary rights will be transferred to the Client only after relevant due payments under the Contract are performed.</p> <p>9. Article 31.3 should be amended to indicate that the replacement expert should be deemed acceptable to the Client if this complies with the technical criteria initially listed in the Consultant's proposal.</p>	
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13	Section 7. Terms of Reference Sr.-3	58	<p>Its vision is to create a partnership with IR for retaining and expanding the market share of rail through efficient and reliable service with customer focus.</p> <p>As the dedicated agency to provide infrastructure access to run freight trains, DFCCIL's mission is to build a corridor with appropriate technology that enables railways to regain its market share of freight transport by creating additional capacity and guaranteeing efficient, reliable, safe and cheaper options for mobility to its customers. It will also support the Government's initiatives towards ecological sustainability by encouraging users to adopt Railways as the most environment friendly mode.</p>	<p>For the Project: Eastern Dedicated Freight Corridor Project – 3, for which RFQ is developed, please provide the project status in terms of:</p> <ul style="list-style-type: none"> a) Existing Organization Structure b) Current Project Status & Project Site Location (s) c) Total Investment outlays & current project completion d) Estimated date of commissioning e) Brief on current DFCCIL operations, adopted safety management systems, Total DFCCIL employee's strength, f) Partners / agencies associated with DFCCIL & their current status 	Information sought by the Consultant is not within the ambit of ITC Sub-Clause 13.1 BDS. Hence denied.
14	Section 2.0 C. Submission, Opening and Evaluation; Clause 21.1 (For FTP),	33	<ul style="list-style-type: none"> (i) Experience of the firm should not be less than seven years. (ii) The firm should have an annual turnover of INR 50 Cr. for each financial year during the last three financial years as applicable. 	In Case of JV / Consortium – the eligibility of a) 7 years' firm experience, b) Total turnover of Rs 50 Cr. in last 3 financial years – is it sufficient for one of the consortium partners to meet each of the requirements?	As already clarified under Client Clarification to Query No- 1. Please refer the ITC Sub Clause 21.1 Data Sheet which lays down the eligibility criteria for each Firm. As regards the requirement of

					Annual Turnover, INR-50 crores is required to be met by each Firm in each Financial Year for a combined period of last three Years.
15	RFQ Section C. Submission, Opening and Evaluation; Clause 17.4,	32	The Consultant must submit: (a) Technical Proposal: one (1) original and 3 copies (along with soft copy in CD form); (b) Financial Proposal: one (1) original.	Can the bid be submitted in one (1) original and 3 copies (along with soft copy in pen drive) be submitted?	Agreed
16	RFQ Section C. Submission, Opening and Evaluation; Clause 21.1 – note (i)	33	Note: (i) Only those assignments should be included in the proposal, which have been carried out by the Firms/JV/Consortium.	Query is: Will DFCCIL shall allow the bid submission of consortium partners, or parties with partnership agreement between entities where in the relevant credentials and eligibility conditions being fulfilled by different entities ?	In this direction, please refer ITC sub Clause 21.1 Data Sheet along with Notes mentioned therein.
17	Bid data sheet Clause 17.7 and 17.9 Proposal submission date	32	The Proposals must be submitted no later than: Date: 28 September 2020 Time: 15:00 local time	<ul style="list-style-type: none"> The authority has provided until 13th of September to submit all pre-bid clarifications. In order to build a quality proposal taking into account the authority responses to the pre-bid queries, we request an extension in proposal submission deadline by 1 week to 05 October 2020 and revise the clause to: <p>The Proposals must be submitted no later than: Date: 05 October 2020; Time: 15:00 local time</p>	Not agreed

18	Bid data sheet Clause 21.1 (for FTP) Point A Eligibility criteria part (ii) Similar assignments experience	33	<p>a) The eligibility criteria for shortlisting of the Consulting firms (“Consultants”) shall be as under:</p> <p>(ii) The firm has experience of similar assignments. Similar assignments mean – The firm has international experience in the work related to Safety Management System, Safety Audit Programme and Risk Management Programme for the logistic services/transportation/railways organizations.</p>	<ul style="list-style-type: none"> • The scope of work envisages study of international best practices, benchmarking of various safety policies in rail systems worldwide, police analysis and benchmarking and risk management through identification and audit systems with a robust IT approach towards solution development. • Thereby to deliver quality to the current project, it is essential for firms to have a background developing country safety strategies through extensive crash analysis, international benchmarking, policy studies related to crashes, development of safety audit systems, risk identification and mapping to prevent crashes in the transportation sector. • With this background, we request the client to kindly consider revising the clause to: Similar assignments mean – The firm has international experience in the work related to Safety Strategy development, Safety implementation plan, Safety analytics, Safety Management System, Safety Audit Programme and Risk Management Programme for the logistic services/ transportation /railways organizations. 	<ul style="list-style-type: none"> • Clause 21.1 (for FTP); point a)-(ii) shall prevail. Change in “similar assignment” is not required.
19	Section 7 Terms of Reference Point 5 Consultant qualifications 5.2 Key experts, Minimum qualifications and experience	61	<p>Master’s degree or equivalent in engineering / Information Technology / Safety Management or other relevant field.</p>	<ul style="list-style-type: none"> • Transportation safety has seen experts with several decades of experience helping governments, multi-lateral agencies and transport organizations with an educational background in multiple areas like engineering, psychology, business management and finance. • This is due to the transport safety ecosystem requiring multiple skill sets around engineering (mechanical, electrical, civil, IT / analytics), safe system strategies (finance, management, public 	<p>The existing provision shall prevail. There is no need to revise the minimum qualifications.</p>

	S.No 1)- Team Leader (International) – Minimum Educational Qualification			<p>policy, operations etc.), nudging safer behaviour (psychology, arts), designing safe interventions (Architecture, urban planner, transport planner).</p> <ul style="list-style-type: none"> • With this background, we request the client to kindly revise the minimum educational qualifications to cover multiple streams in post graduate qualification degree. • We request the authority to revise the clause to Graduate degree equivalent in Engineering / Arts / Safety / Management or any other relevant field. 	
20	<p>Section 7 Terms of Reference Point 5 Consultant qualifications 5.2 Key experts, minimum qualifications and experience</p> <p>S.No 1) Team Leader (International) – Experience</p>	61	Minimum Fifteen (15) years' experience (including 5 years international experience) in leading railway consulting assignments related to Safety Management system or Railway Operation and safety	<ul style="list-style-type: none"> • Safety in transportation has been a multi-faceted sectoral approach covering roads, rail and urban transit. • International experts who have rolled out country level safety strategies and implementation plans have undertaken similar work in roads and highways, railways, urban transit, aviation and inland waterways. • With this background, we request the authority to kindly revise the experience to cover safety assignments in the overall transportation sector with at least 5 years of experience in the railways sector specifically in safety management system or railway operation and safety. • We request the authority to kindly revise the clause to Minimum Fifteen (15) years' experience (including 5 years international experience) in transportation safety and at least 5 years leading railway consulting assignments related to Safety Management system or Railway Operation and safety. 	<p>The existing provision shall prevail.</p> <p>There is no need to revise the criteria of experience.</p>
21	Section 7 Terms of Reference Point 5 Consultant	61 & 62	As per the Firm; Definition of Relevant Projects	<ul style="list-style-type: none"> • By relevant projects definition, we assume that the expert must have worked in a similar role in projects covering Safety Strategy development, Safety implementation plan, Safety analytics, 	Relevant Project indicates that the expert should have experience with the

	<p>qualifications 5.2 Key experts, minimum qualifications and experience S.No 1) Team Leader (International) – No of Projects in which similar role has been played S No 2) Railway Traffic and Operations Expert S No 3) Railway Safety Expert S No 4) Risk Management (IT Oriented) Expert S No 5) Technical Railway Expert</p>			<p>Safety Management System, Safety Audit Programme and Risk Management Programme for the logistic services/ transportation /railways organizations in India or abroad.</p> <ul style="list-style-type: none"> • Additionally, by relevant projects, we assume the client assumes that all sub-sectors of transportation as per the Department of Economic Affairs notification on harmonized list of infrastructure sub-sectors as per the G.O. issued on 08 April 2016 to cover roads and bridges, ports, shipyards, inland waterways, airports, railways (tracks, tunnels, viaducts, bridges), urban public transport (including metros). • We request the authority to kindly confirm the same and define relevant projects for all key experts. 	<p>activities mentioned in Para-3 i.e. Scope of Work of Section-7 (TOR).</p>
22	<p>Section 7 Terms of Reference Point 5 Consultant qualifications 5.2 Key experts, minimum qualifications and experience</p>	62	<p>Minimum Ten (10) years' experience in leading railway consulting assignments related to Railway / Transportation Safety.</p>	<ul style="list-style-type: none"> • We request the client to kindly confirm that the experience in transportation sector will be considered as per the Department of Economic Affairs notification on harmonized list of infrastructure sub-sectors as per the G.O. issued on 08 April 2016 to cover roads and bridges, ports, shipyards, inland waterways, airports, railways (tracks, tunnels, viaducts, bridges), urban public transport (including metros). • With this background we request the client to kindly revise the clause to read: 	<p>Not agreed.</p> <p>The experience criteria mentioned for Railway Safety Expert in Clause 5.2 (SN-3) is self-explanatory and shall prevail.</p>

	S.No 3) Railway Safety Expert – Experience			Minimum 10 years of experience in transportation sector with prior expertise in safety strategy development, roll out of long-term safety plans, safety audit, with at least 5 years’ experience in leading safety assignments in the transportation / railway safety sector.	
23	Liability Clause GCC 23.1	82	DFCCIL RFP Document, GCC Clause 23.1 is as under; “Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be provided by the Applicable Law.”	The Firm mentioned - Unlimited liability for (i) gross or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, (ii) Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (iii) any limitation or exclusion from liability which is prohibited by the “Applicable Law <ul style="list-style-type: none"> • We request that the overall liability (without any exceptions) shall not exceed the amount of fees paid to us. We will not be liable for indirect/consequential losses. • We request the authority to kindly revise the clause to consider the same. 	What the Firm mentioned in his column “Clause description in the RFP document”, is not the part of RFP Document issued by DFCCIL.
24	GCC 24 Insurance Clause 24.1	82	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	<ul style="list-style-type: none"> • PricewaterhouseCoopers Private Limited maintains appropriate professional indemnity insurance cover with underwriters to protect against all reasonable risks in respect of all professional services provided by the firm. • The policies are issued on a broad form Professional Indemnity Insurance wording. 	No change is envisaged in GCC clause 24.1 It is Clearly explained in SCC clause 24.1.

			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.	<p>Whilst the levels of cover must be kept confidential, we believe that our insurance cover is at least adequate to enable us to meet valid claims.</p> <ul style="list-style-type: none"> • Furthermore, although we carry insurance cover, it is the firm's policy to limit our liability in our contracts to minimize our potential exposure to a reasonable level unless we are prohibited by law or regulation from so doing. • We expect the outcome of any current action or aggregate of actions to be within our insurance cover and other resources, such that our ability to continue to render services will not be impaired." 	
25	KD – 4 Draft final report along with a workshop on Safety Management System	60	Draft Final Report along with a workshop on Safety Management System	<ul style="list-style-type: none"> • We request the authority to kindly provide us with a number of estimated participants for the workshop. • We assume that the authority will be responsible for the logistics, branding material, venue for the workshop and will bear cost for the same. We request the authority to kindly confirm the same • Additionally, we request the authority to kindly facilitate invitations to the various stakeholder departments for the workshop 	Please refer S.N. – 10. The reply is already given.