

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

RFP No.: HQ/EN/Procurement/PMC/KRJ-DER dated 30.10.2015

Sl. No.	Reference Part, Section	Page No.	Para No./Clause No.	Clarification sought by the bidder	Response to query
1.	Part-I, Section 2 Instruction to Consultant E. Datasheet	21	16.3	Service Tax: Contract price must include all taxes except Service-tax which will be reimbursed on proof of submission with relevant Government Authority. It is requested to reimburse the service tax along with monthly payment against invoice raised. The proof of submission may be asked to be submitted on yearly basis.	The provision mentioned in RFP shall prevail.
2.	Part-I, Section 2 Instruction to Consultant E. Datasheet	22	21.1(i)	Specific Experience of Consultant: Kindly provide details of marking criteria.	Evaluation will be done as per ITC Data Sheet Item no. 21.1.
3.	Part-I, Section 2 Instruction to Consultant E. Datasheet	23	21.1(ii)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Kindly give a detailed sub marking criteria. Request you to remove marking for training.	Please refer the response to query no. 2. Details provided in ITC Data Sheet Item No. 21.1 has been considered sufficient for Technical Evaluation.
4.	Part-I, Section 2 Instruction to Consultant E. Datasheet	23	21.1(iii)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:	Please refer the response to query no. 2. Provision of RFP shall prevail.

				Kindly elaborate on local languages / local culture, Kindly waive this for the positions serial number 2 to 8	
5	Part-I, Section 2 Instruction to Consultant E. Datasheet	24	26.1	Currency Conversion: Kindly confirm in case of extension of submission date, exchange rate for original RFP submission date holds good.	Please refer ITC - Data Sheet, Item no. 26.1. The Date of the exchange rate is 28 days prior to dead line for submission of RFP. Dead line for submission of RFP is governed by ITC Data Sheet , Sr. No. 17.7 as modified through Addendum if any.
6.	Part-I, Section 7 Terms of reference.	50/5 1	Para 1.1 & 1.2	Techno economic feasibility / Feasibility study: Request to please share the Techno economic feasibility prepared by RITES and Feasibility prepared by JICA for thorough understanding of the project	These reports are not relevant for PMC services of EDFC project and there is no need to provide the same to the consultant.
7.	Part-I, Section 7 Terms of Reference	52	2.3 (p)	Maintenance manuals: To assist the client in preparing the Maintenance manuals It is suggested that the manuals should either be prepared by DB contractor or OEM and should be finalized by PMC after review.	The provision mentioned in RFP shall prevail.
8.	Part-I, Section 7 Terms of Reference	53	2.4	While PMC will notify the DFCCIL regarding assigning duties/delegation of authority, is PMC required to wait for formal approval from DFCCIL for such delegation to assistants?	The provision of RFP are amply clear. It does not provide formal approval from DFCCIL.
9.	Part-I, Section 7 Terms of Reference	53	3.1	Since design phase for PMC commences with the commencement date of DB contracts, it may be clarified whether DB contractor is in place. If not, how PMC man-months will be accounted for during idle time.	DB contractor is not available at present. PMC engagement will be finalised after DB Contractor for CST Work for Khurja – Dadri Section is in place.
10.	Part-I, Section 7 Terms of	53	3.1	Can we know the specified time duration in respect of rectification to design/drawings and resubmission by DB contractor, since any delay on	PMC is required to monitor timely completion of design and execution. Any

	Reference			<p>part of contractor in carrying out rectification to design/drawings and resubmission will ultimately cause delay to construction schedule and also affect the man-months of PMC.</p> <p>What provision exists in DB contract conditions in the event of DB contractor's failure to adhere to stipulated schedules?</p>	<p>delay will be dealt according to the conditions of contract.</p>
11.	Part-I, Section 7 Terms of Reference	53/54	3.2 (d), l, (f), (m)	<p>Delay on part of the contractor for remedial action and non-adherence to contract implementation schedules, thereby creating a condition for time extension will affect the provision for PMC man-months.</p> <p>In such an eventuality what provision exists to compensate for PMC man-months i.e. whether they would be compensated by man-month rates quoted by the consultant and accepted by DFCCIL or compensation for extra time of the consultant would be on the basis of freshly negotiated man-month rates?</p>	<p>PMC is responsible for project monitoring and timely completion of the Project. However in case of extension of PMC the same will be dealt as per provision of contract.</p>
12.	Part-I, Section 7 Terms of Reference	57	3.5 (j)	<p>IT Compatibility: In case interoperability is required for movement of information and data in a seamless manner between contractor/PMC IT system and that being developed by DFCCIL, it will be the responsibility of the Contractor/ PMC to ensure the same</p> <p>This should be a shared responsibility.</p>	<p>The provision mentioned in RFP shall prevail.</p>
13.	Part-I, Section 7 Terms of Reference	58	3.5 (m)	<p>IT Compatibility: Please clarify whether software for MIS will be provided by DFCCIL or consultant will have purchase on their own.</p> <p>In case consultant is required to purchase MIS software, can consultant include the cost of software in their financial offer?</p>	<p>User licenses for MIS of DFCCIL shall be provided to the PMC staff.</p>

14.	Part-I, Section 7 Terms of Reference	59	3.5(aa)	<p>PMC Duties: There is requirement for review of training modules for the personnel, but there is no training expert in the staff. Request you to add training position in the Non-Key experts list of personnel.</p>	Team composition mention in 6.0(a) is not exhaustive. Consultant is free to add new position as per his own assessment and requirement of the Work.
15.	Part-I, Section 7 Terms of Reference	63	6.0(b)	<p>Key Staff: In K2 key expert Category 'A' in "Position" Column, 6 positions for S&T, Civil & structures, Track, OHE & TPS, RAM, and TMS are given. Whereas in Description Column only 3 positions i.e. Chief Design & Construction Engineer, Chief Contract management Expert and Finance Management Expert is mentioned which do not relate to the category of staff mentioned in 'Position' Column. Please clarify.</p>	Please Refer addendum. Positions of Chief Contract management expert and Finance Management expert does not exist.
16.	Part-I, Section 7 Terms of Reference	64/6 5	6.0(c)	<p>Minimum Qualification and Experience requirement for Experts: International experience should only be asked for the experts proposed from outside the country of work. Local experts know the working conditions. Else, please relax the condition with 3 years international experience with 1 project. Please remove the requirement for "Metro Projects". Please confirm if experience on Indian Railways will be considered as railway projects with modern technology.</p>	<p>The provision mentioned in RFP shall prevail.</p> <p>Experience of Indian Railway will be considered in total experience. It will not be considered in international experience. No financial expert is in category A. Qualification and experience of all the</p>

				Please provide similar details for financial expert in terms of qualification and experience.	experts mentioned in category A, B, C, D, E, F is already available in RFP.
17.	Part-I, Section 7 Terms of Reference	65	6.0(c)	Minimum Qualification and Experience requirement for Experts: Kindly confirm that the German degree of Diploma Engineer (Dipl. Ing) will be considered equivalent to Master's degree in Engineering as it is an integrated bachelors and master's degree	Equivalent Qualifications can only be considered with supporting documents.
18.	Part-II, Section 8 III Special Conditions of Contract	124	45.1(a)	Advance payment: It is requested to increase the advance payment from 5% to 10%. The same can be set off in first 30 months of the project.	The provision mentioned in RFP shall prevail.
19.	Part-II, Section 8 III Special Conditions of Contract	114	45	Mode of Billing and Payment: Request you to kindly pay 80% invoice amount within 30 calendar days and balance 20% on confirmation within 60 days.	The provision mentioned in RFP shall prevail.
20.	Part-II, Section 8 III Special Conditions of Contract	118	14.1	Project duration: The duration of the project is defined as 66 months. Execution period including design review and Defect liability period needs to be clearly defined.	PMC is required to work with DB work contractors (CST, S&T, Electrical) as per their mutually agreed work plan within the pursuits of contracts. As such period of design, execution, testing and commissioning are to be judged by the applicant to the best of their wisdom in their technical proposal. Moreover, these phases cannot be defined exactly and they will overlap each other. However Defect liability period kept in DB CST work contracts as well as Electrical and Signalling & Telecom Works contract is 24 months. Duration of assignment is 60 months instead of 66 months mentioned in query.

21.	Part-II, Section 8 III Special Conditions of Contract	120	24.1	Insurance: Please confirm if a project specific insurance is required, or a coverage from the global insurance with a back to back local policy is acceptable	Global insurance coverage is acceptable if it satisfies the GCC 24.1 provided they are provided by consultant in favour of client and include the name of the project
22.	Part-I, Section 2 Instruction to Consultant E. Datasheet	21	16.1 (2)	Reimbursable Expenses: Fin 4 items are very unpredictable and do not in any way check technical competence of the consultant. Reimbursable expenditure can be done with the approval of DFCCIL. It is suggested that reimbursable expenditure be kept out of financial evaluation which should be based on Fin 3 Remuneration. Please Confirm.	The provision mentioned in RFP shall prevail.
23.	Part-I, Section 2 Instruction to Consultant E. Datasheet	23	21.1	Marking system of Key Experts: This is based on General Qualification, Adequacy for assignment (Similar Assignment) and Relevant experience in the region. However in pages 64 & 65 instead of experience in the region, international experience is asked for. This anomaly may be corrected / clarified.	Detail provided is correct without anomaly.
24.	Part-I, Section 2 Instruction to Consultant E. Datasheet	20	10.2	Statement of Undertaking: Please provide the format of the statement of undertaking	Form Tech-I included this statement of undertaking.
25.	Part-I, Section 3 Form Tech-2	28	B-1	Similar assignments: Kindly confirm whether projects which are in progress and substantially completed (e.g.>80%) will be considered by the client Kindly provide a detailed marking criteria for evaluation of marks per project and overall marking for similar experience. Also similar assignments may have been carried out in a	Only completed similar assignments in the last seven years are asked in the said Para will be considered. For marking criteria please refer reply to query no. 2

				consortium / JV – how would the marking be affected in this case?	
26.	Part-I, Section 7 Terms of Reference	56	3.5	PMC function during defect liability period: Please indicate the Defect Liability Period for all the DB contracts i.e. 301 and 304. Since PMC is required to render services during defect liability period, we need to know the allocation of MMs for each category of staff required to be retained for this purpose.	Defect liability period kept in DB CST work contracts as well as Electrical and Signalling & Telecom Works contract is 24 months. The applicant is free to distribute number of persons, man months during defect liability period as per their own assessment.
27.	Part-II, Section 8 II General Conditions of Contract	105	19 a	Termination: If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the contract. In our opinion, this sub – clause appears to be arbitrary and hence, may be deleted	The provision mentioned in RFP shall prevail.
28.	Part-II, Section 8 III Special Conditions of Contract	112	45.1 (a)	Advance payment: Please confirm the process in case the EMI is lower than the billing for that particular month, as this may happen in the initial stages.	In such cases balance EMI shall be deducted from next bill. Please refer the addendum also.
29.	General	-	-	Format of Consortium Agreement: Please provide a standard format for the consortium agreement.	No standard format of JV/consortium agreement is available.
30.	General	-	-	2x25 KV OHE has been constructed in India on experimental basis on a small stretch. Hence, not many 2x25 KV OHE engineers are available locally. Can regular 25 KV OHE engineers be considered be for this assignment?	The provision mentioned in RFP shall prevail.
31.	General	-	-	Will a consultant be awarded two PMC packages?	There is no conflict with other package of PMC. Hence Consultant can be awarded more than one PMC project if consultant is otherwise is eligible.

32.	General	-	-	Can the same set of Key Experts be proposed for more than one PMC bid at the same time?	Please refer reply to query no 31. In case of award of both PMC contract to same consultant requirement for separate team will be there. Hence consultant can not propose same team for both project.
33.	Part-I, Section 2 Instruction to Consultant E. Datasheet	20	11.1	Existing: Participation of Sub Consultants: Key Experts and Non key Experts in more than one proposal is permissible. Query: We understand that key Expert & Non- Key expert can be deployed in more than one proposal means different pre-qualified bidders can put same person while bidding for same packages. We request for confirmation.	Understanding of consultant is correct.
34.	Part-I, Section 2 Instruction to Consultant E. Datasheet	22	21.1 (ii)	Existing : Points specified for qualification criteria: a) Technical Approach and Methodology : 5 point b) Work Plan : 5 point c) Organization and staffing : 20 point Query : We note that for organisation and staffing are given very high marks compared to Technical Approach & Methodology and Work plan. We request suitable review/ amendment.	The provision mentioned in RFP shall prevail.
35	Part-I, Section 2 Instruction to Consultant E. Datasheet	23	21.1 (iii)	Existing : The number of points to be assigned to each of the above positions shall be determined considering the following three sub – criteria and relevant percentage weights :	Please refer the response to query no. 2.

				<p>1) General qualification (General education, training and experience)- 20%</p> <p>2) 2) Adequacy for the assignment (relevant education, training experience in the sector, similar assignments) – 70%.</p> <p>3) Relevant Experience in region (working level fluency in local language(s) / knowledge of local culture or administrative system Government organization, etc.) – 10%</p> <p>4) The minimum technical score (St) required to pass is: 70.</p> <p>Query : We request you to provide the details breakup of each sub criteria, which help us to evaluate at our end for submission of bid.</p>	
36	Part-I, Section 2 Instruction to Consultant E. Datasheet	23	21.1 (iii) 3	<p>Existing : Working level fluency in local languages (s).</p> <p>Query ; Fluency in Hindi or English is also treated as local language. Request for confirmation.</p>	Major Languages being spoken in the area of assignment are local languages including Hindi.
37	Part-I, Section 4 Form FIN-4	42	Form FIN-4	<p>Existing : FORM FIN – 4 BREAKDOWN OF REIMBURSABLE EXPENSES – Total provisional sum for above expenses has been kept as INR 25 Million. Consultant should make provision for the same.</p> <p>Query : Does this mean that all bidder should keep this as firm price and can keep lower or higher provisions based on own assessment. The provision is of item A&B only. C is reimbursable expenses and is out of the cap of INR</p>	Please refer the addendum. Ceiling is INR 10 million. All bidders should keep as firm price. If this provisional sum increases during the contract execution that will be dealt as per GCC Clause 16 of RFP.

				<p>25 Million. Request for confirmation. Further, request to clarify whether the provisional expenses shall be reimbursed if these expenses increases more than INR 25 Million. Request for clarification.</p>	
38	Part-I, Section 7 Terms of reference	52	2.3(j))	<p>Existing : Coordination with other agencies such as Indian Railways, Utility agencies, other interfacing agencies, state government, other government Departments.</p> <p>Query : Coordination and correspondence with Indian Railways, State government other government Departments are generally official and generally they will be responsive and active to respond to DFCCIL. PMC will assist in DFCCIL's coordination/ documentations, without involving in such meeting with govt. Authorities. Hence this should be excluded. Request for confirmation.</p>	The provision mentioned in RFP shall prevail.
39	Part-I, Section 7 Terms of reference	53	3.1	<p>Existing :</p> <ul style="list-style-type: none"> a. Preliminary Design submission (including Construction/ Manufacturing Installation design.) b. Definitive / Detailed design submission (including construction./ Manufacturing / installation design). <p>Query : Approving of Manufacturing design and drawings should be excluded in scope. Request for confirmation.</p>	The provision mentioned in RFP shall prevail.

40	Part-I, Section 7 Terms of reference	54	3.2	Existing : "The PMC shall do the testing of welds as per provision..." Query : It is requested to amend as "The PMC shall supervise the testing of welds as per provision"	Please refer addendum.
41	Part-I, Section 7 Terms of reference	56	3.4	Existing ; PMC function during defect liability period. a. The PMC shall inspect the works at appropriate intervals during the Defect Liability Period and take action as per GC sub clause 11.1 of DB Contracts. Query ; Please specify list of experts required during defect liability period, also the duration and frequencies of these visits.	Please refer the response to query no. 26.
42	Part-I, Section 7 Terms of reference	61	6.0	Existing ; Team composition and Qualification Key Experts Man months and repetition – No relevant existing clause Query : We understand that category. A Technical key personnel are required for Part time (2 months) during the project duration. In some cases, our key personnel qualify for more than one position mentioned in the RFP. Since they are required for part time, can they be considered for more than one position with in the same package? Request for confirmation.	Separate key personnel shall be proposed for different position. Please refer addendum also.

43	Part-I, Section 7 Terms of reference	63	6.0(b)	<p>Existing : Mention of key experts position Chief Contract Management Expert and Finance Management Expert in the table specified.</p> <p>Query: In key expert Category A, there is a mention of positions Chief contract Management expert and Finance Management expert in the table. Those positions were not included in the man month provided and hence may be suitably removed from the table. Request for suitable amendment.</p>	Please refer response to query no. 15.
44	Part-I, Section 7 Terms of reference	64	6.0(c)	<p>Existing ; International Experience for Team Leader: 10 years and 2 projects.</p> <p>Query : Team Leader Qualification has been requested for 10 years' experience in overseas with 2 projects; whereas all other key experts in category A need 3 years' experience in overseas with 1 project. It is suggested TL may be reduced to 6 years with 2 projects.</p>	The provision mentioned in RFP shall prevail.
45	Part-I, Section 7 Terms of reference	64	6.0(c)	<p>Existing : International experience in Railway & Metro Railway Projects with modern technology.</p> <p>Query : We understand that for key expert. Category A and B international experience in Railway & Metro Railway Projects with modern technology is required.</p>	Modern technology means technology which is being used now a days as best international practices for the purpose of construction of work involved in this assignment.

				<p>We request you to kindly elaborate Modern Technology.</p> <p>Request for clarification.</p>	
46	Part-I, Section 7 Terms of reference	78	10	<p>Existing : 10. PMC Service Outside Project site office Table A</p> <p>Query : We request for an increase in Lodging Allowance, Local Transport allowance & other incidental & Contingent expenses by 25%. Request for confirmation.</p>	The provision mentioned in RFP shall prevail.
47	Part-I, Section 3 Form Tech-6	33	Tech-6	<p>Existing : Mention of home and field in the tech 6 table format</p> <p>Query : In FIN 3 – break down of remuneration format, Home and Field inputs for key personnel are mentioned. We believe that they Key Personnel are being paid for their presence at site office and hence key personnel requirement at Home office may not be needed as indicated. Request for confirmation.</p>	The applicant is free to fill requirement at home office or field office as per their own assessment.
48	Part-II, Section 8 II General Conditions of Contract	114	45	<p>Existing : Clause 45. Mode of billing and payment. The client shall pay the consultant's invoices within sixty (60) days after the receipt by the client of such itemized invoices with supporting documents. Only such portion of an invoices that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the</p>	The provision mentioned in RFP shall prevail. Please refer the SCC 45.1(c) also.

				<p>client may add or subtract the difference from any subsequent payments.</p> <p>Query: We propose for reduction of time from sixty (60) calendar days to Thirty (30) days. Request for confirmation.</p>	
49	Part-II, Section 8 III Special Conditions of Contract	124	45.1(a)	<p>Existing :</p> <p>(a) An advance payment 5% of contract amount (interest free) in local / foreign currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first twenty five months after first five months of the services until the advance payment has been fully set off.</p> <p>Query :</p> <p>We propose for an increase in advance payment from 5% to at – least 10% to cater for the mobilization and deployment in the initial works. Request for confirmation.</p>	The provision mentioned in RFP shall prevail.
50	Part-II, Section 8 III Special Conditions of Contract	126	49 (5)	<p>Existing :</p> <p>Clause 5. Miscellaneous. In any arbitration proceeding hereunder :</p> <p>(a) Proceedings shall, unless otherwise agreed by the parties, be held Singapore / Dubai.</p> <p>Query :</p> <p>We propose for the arbitration to be held in India. Request for confirmation.</p>	Normally place of Arbitration proceedings should be other than Government Country and Country of the Consultant. However, place of arbitration proceedings can be negotiated during contract negotiation stage with the highest combined score consultant.

51	General	-	-	Existing : No existing clause Query : Suitable provision for one full time coordination with specified qualifications from consultants' HO may be included to assist in the coordination and other activities.	Consultant is free to add new position as per his own assessment and requirement of the Work.
52	Part-I, Section 2 Instruction to Consultant	7	3	Kindly confirm that there will be no COI (conflict of interest) w.r.t. QSAC bid for which EOI is submitted and under evaluation	Conflict of interest will be there with QSAC for Sahnewal- Khurja & Dadri - Khurja section for which EOI received on 5.11.2015.
53	Part-I, Section 2 Instruction to Consultant Data Sheet	22	17.7 & 17.9	We request that bid submission date should be extended 4 weeks from date of written response of pre bid clarifications by DFCCIL.	Reply to queries will be given as early as possible. Reasonable time to take an amendment into account in the proposal will be given in accordance to sub clause 13.1.2 of ITC.
54	Part-I, Section 2 Instruction to Consultant Data Sheet	23	21.1	Evaluation of the Full Technical Proposals (iii) Key Experts "Category 'A' and 'B' "qualification and competence The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (General education, training, and experience) 20% 2) Adequacy for the assignment (relevant education, training, experience in the sector, similar assignments) 70% 3) Relevant Experience in region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government	Please refer the response to query no. 2.

				<p>organisation, etc.) 10%</p> <p>Education, training and experience considered in 1) & 2) sub-criteria</p> <p>Clarity is sought as to how evaluation will be done for sub-criteria as it is not in coherent with minimum qualification and requirement as stipulated in page 65 of RFP</p>	
55	Part-I, Section 7 Terms of reference	61	5.0 b	<p>xi) Any other item as desired by the client.</p> <p>Please specify desired items</p>	This will be decided at material time by the client.
56	Part-I, Section 7 Terms of reference	64-65	6.0 c	<p>As per the RFP the qualifications required for the Chief Design and Construction Engineer (RAMS) is B. Tech in electrical/Electronics/Mechanical.</p> <p>We request to add graduate in any discipline.</p>	The provision mentioned in RFP shall prevail.
57	Part-I, Section 7 Terms of reference	65	6.0 c	<p>Key Expert Category B</p> <p>It is requested that for category B (where the deployment is higher) the requirement of International experience is removed or reduced to 3 years and 1 project from 5 years and 2 projects.</p>	The provision mentioned in RFP shall prevail.
58	Part-I, Section 7 Terms of reference	65-66	6.0 c	<p>Non Key Expert Category C & D</p> <p>It is requested that Diploma holders be allowed in these categories.</p>	The provision mentioned in RFP shall prevail.
59	Part-I, Section 7 Terms of reference	71	7.1	<p>The approximate total number of Engineer's staff for this contract is expected to be about 30</p> <p>The total number of staff during peak time will be more than 30 w.r.t no. of the proposed experts (key and Non-key)</p>	It is mentioned in Para 7.0 of TOR that Facilities required by the PMC which are not included in the provision of Para 7.0 shall be arranged and maintained by the PMC at his own cost.
60	Part-I, Section 7 Terms of reference	71-75	7.1	<p>Site Offices</p> <p>Please clarify in free power, mobile phones and internet will be provided at the office or needs to</p>	Please refer the Para 7.9 (6) and 7.12 of TOR.

				be added to the cost of consultancy	
61	Part-I, Section 7 Terms of reference	78	8	Engagement of other consultant / agencies A DFCCIL will appoint independent quality and Safety auditing consultants (QSAC) for independent monitoring and auditing of the quality and safety of works. Please clarify if appointment of QSAC shall be done prior to the appointment of PMC?	Generally appointment of PMC is prior to QSAC.
62	Part-I, Section 7 Terms of reference	78	9	Working Hours RFP states that PMC Team will work from Project site Office and will normally follow working hours being followed by the DB Contractor i.e. (Eight) 8 hours shift in a day and total (Forty Eight) 48 hours in a week. Three National Holidays i.e. 26th January, 15th August, 2nd October will be paid holidays for PMC team working on the project during the period. We request that PMC team should be allowed to avail holidays as per the list of Holidays issued by Government of India during the period.	The provision mentioned in RFP shall prevail.
63	Part-I, Section 7 Terms of reference	80-81	Annexure -I, (B) (1) Table of structures in CP302	Details of Structures involved in contract packages 302 are as appended below Confirm that the table provides complete information of the structure as there is discontinued S. No.	Please refer addendum. S. No. are corrected.
64	Part-I, Section 7 Terms of reference	80	Annexure -I	It is mentioned in various paras that some part of work will be executed by IR What will be the role of PMC in those areas? Please confirm	PMC is responsible for successful completion of overall assignment. The Role of PMC for the works being executed by IR will be of coordination for timely completion of the project.

65	Part-II, Section 8 II General Conditions of Contract	104	16	<p>Modifications or Variations</p> <p>1. We understand that the PMC are not to progress on any modifications or variations without having the written consent of the employer. Please confirm</p> <p>2. Under Clause 16.2, it is mentioned that “Substantial Variations needs to be approved by Bank. Please clarify what is meant by “Substantial Variation”.</p>	<p>1. Understanding of the consultant is correct.</p> <p>2. In case of variation which increases overall cost by more than 15% is normally considered as substantial variation.</p>
66	Part-II, Section 8 II General Conditions of Contract	105	19.1.1 (e)	<p>If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>Kindly delete this clause</p>	The provision mentioned in RFP shall prevail.
67	Part-II, Section 8 II General Conditions of Contract	107	19(e)	<p>e. Payment Upon Termination</p> <p>It is mentioned therein that payment of Services “satisfactorily performed”. Please elucidate the term” satisfactorily performed as we understand that in case of termination there will be substantial work that the PMC must have performed and few activities that might be in the stage of performance. How will these be assessed?</p>	Services satisfying terms and condition of agreement is termed as satisfactory performed.
68	Part-II, Section 8 II General Conditions of Contract	108	23.1	<p>Liability of the Consultant</p> <p>RFP states that this is an unlimited liability Contract and does not define the liability which the Consultant will have under the same.</p> <p>We therefore propose that the “overall liability of the Consultant under this Contract, in aggregate and tort, will stand limited to the amount of Contract</p>	The provision mentioned in RFP shall prevail.
69	Part-II, Section 8 II General Conditions of Contract	109	27.1	<p>Proprietary Rights</p> <p>It is proposed “that the proprietary rights of the documents and drawings produced by the</p>	The provision mentioned in RFP shall prevail.

				Consultant shall remain with the Consultant. The Consultant however agrees to provide a irrevocable and royalty free rights to the Client , upon complete payment of fees	
70	Part-II, Section 8 II & III General Conditions of Contract & Special conditions of Contract	114 & 124	45.1(c)	Mode of Billing and Payment You would appreciate that such consultancy assignments involve timely flow of funds to manage the operations and resources on the project. Hence, we submit that the payment of monthly invoices of PMC shall be made within 30 days from the date of receipt of invoice rather than 45 days as mentioned in the RFP	The provision mentioned in RFP shall prevail.
71	Part-II, Section 8 III Special Conditions of Contract	120	23.1	Limitation of Liability Please clarify the terms “Gross Negligence & Wilful Misconduct” as they are not defined in the RFP. In the absence of a clearly spelled out description of these terms, how will the liability of the PMC be ascertained? Alternatively, we propose the following definition for the terms “ Gross Negligence” and “Wilful Misconduct” as: “Gross Negligence or Wilful Misconduct in this context shall mean an act or omission carried out or not carried out by a director or person of similar rank in the Consultant's organisation with a conscious wilful and reckless disregard for the harmful foreseeable and avoidable consequences of such act or omission.”	Gross Negligence and Wilful Misconduct are legal terms defined in appropriate document.
72	Part-II, Section 8 II & III General Conditions of Contract & Special conditions	113 & 121	42.3	(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following	The provision mentioned in RFP shall prevail.

	of Contract			<p>formula:.....</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:.....</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the bid submission date) by applying the following formula:.....</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the bid submission date) by applying the following formula:.....</p>	
73	Part-II, Section 8 II & III General Conditions of Contract & Special conditions of Contract	114 & 124	45.1(c)	Kindly confirm that consortium/JV members can invoice and receive corresponding payments separately.	The provision mentioned in RFP shall prevail.
74	Part-I, Section 7 Terms of reference	63	6.0(b) Table Sl. no. K2	Existing : Project Director/Team Leader/Chief Resident Engineer Position : 1 Man Month : 36 Query It is felt that the project director should be	The applicant is free to propose man months as per their own assessment. However, Project Director has been planned for Design, Construction and commissioning phase.

				available for the entire duration of the project thus requesting the client to increase the total man months of project director from 36 to 60.	
75	Part-I, Section 7 Terms of reference	63	6.0(b) Table Sl. no. K2	<p>Existing :</p> <ul style="list-style-type: none"> Key Experts Category A * Railway signal & Telecom * Civil & Structural works * Track * OHE & Traction Power Supply (2x25kv) *RAMS *Train management system * Chief Contract management expert * Finance Management expert <p>Query :</p> <p>In RFP No of positions & No. of persons are 6 & each for two months. Total man months 12. As per our understanding these are 8 positions. Hence 8 persons should be deployed.</p> <p>Normally design phase is 12 months. So each design expert should management expert should be for full contract period.</p> <p>Therefore total man months should be $=(6 \times 12 + 2 \times 60) = 192$</p> <p>Please review the man months.</p>	<p>There are 6 positions for 2 months each. Positions of Chief Contract management expert and Finance Management expert are not available. Please refer addendum also.</p> <p>The applicant is free to provide man months for each position as per their own assessment.</p>
76	Part-I, Section 7 Terms of reference	63	6.0(b) Table Sl. no. K2	<p>Existing :</p> <ul style="list-style-type: none"> Key expert Category A Chief Contract management expert Finance management expert <p>Query :</p> <p>Minimum Qualification & Experience required for following experts :</p> <ul style="list-style-type: none"> *Chief contract management expert *Finance management expert are not mentioned 	<p>Positions of Chief Contract management expert and Finance Management expert are not available. Please refer addendum also.</p>

				in table on page no. 64 (key expert category A). Please mention minimum qualification. Key experts Category A	
77	Part-I, Section 7 Terms of reference	63	6.0(b) Table Sl. no. K4 & K5	Existing : Quality Assurance expert System integration expert Query : For each position only 2 man months are allotted. Since both positions are very important hence man months may be reviewed.	The applicant is free to distribute man months as per their own assessment
78	Part-I, Section 7 Terms of reference	65 & 66	6.0(b) Table Non Key Expert Category C & D	Existing : B Tech. Query : For category C and D, B Tech has been prescribes as minimum educational qualification. As consultancies in Indian Railways are of recent origin, Track and Systems the PMC personnel can be available only out of Ex Indian Railway (or subsidiaries) personnel. Such personnel, who have carried out design and construction supervision of track and systems and have retired, were not required to be graduate engineers. Graduate engineers in this category are a rarity and will not be available in numbers required for large projects like DFCC. For ex Railway personnel, this requirement may please be relaxed.	The provision mentioned in RFP shall prevail.
79	Part-I, Section 2 Instruction to Consultant Data Sheet	22	17.7 7 17.9	Existing : The Proposals must be submitted no later than: Date: 04.12.2015 Time: 15:00 hrs. Query :	Please refer response to query no. 53.

				We request the client to please provide a minimum 4 weeks period for submission of a competitive bid after the issue of clarification of the points raised in the pre-bid meeting held on 18th November, 2015.	
80	Part-I, Section 7 Terms of reference	77	7.11	Existing Transport for Engineer Transportation facilities required for proper functioning of PMC services shall be arranged and maintained by the PMC during contract period at his own cost. The following types of road transport shall be arranged in CST works contract package of 302 and system works contract package 105 for use of PMC. Numbers of each type of road transport to be arranged will require prior approval of client considering the progress of work. Query : Please clarify whether the vehicles to be arranged by PMC or CST/ System Works Contractor.	Vehicles to be arranged and maintained by PMC at his own cost. Please refer the addendum also.
81	Part-I, Section 7 Terms of reference	78	10	Existing : PMC Service Outside Project Site Office Query : Since the reimbursable expenses will add up to a large component in the total consultancy fee quoted by the Consultant and since the total duration of the project is 60 months, it is requested that the Client should also give escalation on the price quoted against reimbursable. Please confirm.	Price Escalation will not be applicable for Reimbursable expenses
82	Part-I, Section 7	53	3.0	Existing : Scope of Services	Time period provided from design phase to Testing, Commissioning and Taking

	Terms of reference			<p>The works included in the DB works contracts are to be carried out close to the running tracks and public utilities; therefore, safety of running trains and the public is paramount. The Scope of the works to be executed by the DB Works Contractors are detailed in Annexure– 1 of this Section. PMC is discharging duties of Engineer as detailed in TOR under different phases of DB contracts as detailed below.</p> <p>Query :</p> <p>The RFP Document clearly mentions that the total duration of the project is 60 months. We request the Client to kindly confirm that break up of this 60 months as per the following different phases of the project:</p> <p>(a) Design Phase (b) Construction Phase (c) Testing, Commissioning and Taking Over(including Manufacturing /Supply/ Installation) (d) Defect Liability Phase</p> <p>Client is requested to review the man-months as per the various phases for the various positions.</p>	over phase is 36 Months and balance 24 months are for Defect Liability Phase.
83	Part-I, Section 7 Terms of reference	64	6.0	<p>Existing :</p> <p>C. Minimum Qualification and Experience requirement for Experts</p> <p>Query :</p> <p>Please confirm that person meeting Minimum Qualification and Experience requirement will get full marks.</p>	Information provided in item no 21.1 Data Sheet (ITC) is considered sufficient.
84	Part-II, Section 8 II General Conditions of Contract	114	45	<p>Existing :</p> <p>The Client shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting</p>	The provision mentioned in RFP shall prevail.

				documents. Query : We request the client to kindly reduce the period of payment from 45 to 30 days (mentioned in SCC clause 45.1-c page 124) after the receipt of invoices by client.	
85	Part-II, Section 8 II General Conditions of Contract	124	45.1(a)	Existing : An advance payment 5% of Contract amount (interest free) in local/foreign currency shall be made within 30 days after the Effective Date. Query : We request you to kindly enhance the advance payment from 5% to10% as in normal course of action billing cycle will start only after 6-7 months of start of contract. As it's a big project, PMC will require significant expenditure in mobilization of team members.	The provision mentioned in RFP shall prevail.
86	Part-I, Section 7 Terms of reference	52	2.3(b)	Existing : Provide right to access to the site to the contractors as per GC Sub Clause 2.1 Query : GC Sub Clause 2.1 page No. 102 is regarding Relationship between the parties. Please modify the Clause.	Referred sub clause 2.1 of Condition of Contract is of DB contracts.
87	Part-I, Section 7 Terms of reference	54	3.2	Existing Construction phase (including manufacturing/supply/installation) for the whole or part of the permanent works shall commence immediately upon the issue by PMC a Notice in respect of relevant drawings submission & shall terminate when section is taken over by the PMC in terms of GCC clause 10.1 Query:	Referred sub clause 10.1 of Condition of Contract is of DB contracts.

				GCC Clause 10.1 page No. 103 is regarding Corrupt & Fraudulent practices. Please modify the Clause.	
88	Part-I, Section 7 Terms of reference	56	3.4(a)	Existing The PMC shall inspect the works at appropriate intervals during the Defect Liability period & take action as per GC Sub Clause 11.1 of DB contracts. Query : GC Sub Clause 11.1 of DB contracts not included in RFP. Please include the Clause in RFP.	Referred sub clause 11.1 of Condition of Contract is of DB contracts.
89	Part-I, Section 7 Terms of reference	56	3.4(f)	Existing : In case defects noticed require more time allowance or down time affecting train movement, PMC will make assessment for extension of defect notification period in terms of GC Sub Clause 11.3 of DB contracts. Query : GC Sub Clause 11.3 of DB contracts not included in RFP. Please include the Clause in RFP.	For General conditions for DB contracts FIDIC yellow book 1999 edition can be referred if considered necessary by the applicant.
90	General			Query Please provide the timelines for approval by the client for various Documents, Drawings and Designs.	Documents, design, drawings mentioned in Para 4.0 of TOR requires specific approval of client. Time taken in approval depends upon quality of document/ design/ drawing. Client shall give decision on the best effort basis.
91	General			Query : Please allow us to submit separate invoices for each Member of the Consortium. The Lead Member of the Consortium will submit the total invoices of the Consortium and the Client will make individual payments to each Consortium Member.	Please refer the response to Query no. 73.

92	Part-I, Section 2 Instruction to Consultant Data Sheet	23	21.1	<p>Existing ; Clause 21.1 (for FTP) - Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications (General education, training, and experience)-20% 2) Adequacy for the assignment (relevant education, training, experience in the sector, similar assignments)-70% 3) Relevant Experience in region (working level fluency in local language(s)/ knowledge of local culture or administrative system, Government organization, etc.)-10% <p>The minimum technical score (St) required to pass is:70 Query : Please provide the detailed break up for each sub criteria to enable to evaluate the marks.</p> <p>We request DFCC to provide the Detailed break up for each sub criteria of Key experts to enable us to access the marks for each CV.</p> <p>Kindly amend</p>	Please refer the response to Query no. 83.
93	Part-I, Section 2 Instruction to	23	21.1	Existing : Relevant Experience in region (working level	The provision mentioned in RFP shall prevail.

	Consultant Data Sheet			<p>fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.)-10%</p> <p>Query :</p> <p>We understand that 10% marks are allocated for experts having local language(s) /knowledge of local culture or administrative system, government organization, etc.</p> <p>Hence, we request that this requirement to be reduced to 5 years and one (1) project</p>	
94	Part-I, Section 3 Form Tech-6	33	Form Tech.-6	<p>Existing :</p> <p>Months are counted from the start of the Assignment /mobilization. One (1) month equals twenty six (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.</p> <p>Query :</p> <p>In case the experts work more than 26 days in a month or more than 8 hours a day, how will the Payment towards the extra time be paid?</p> <p>Kindly clarify</p>	<p>PMC normally requires following the working hours being followed by the DB work contractor i.e. 8 hours shift in a day and 48 hours in a week. Although PMC will require to work as per the work requirement at the site. If a person works for more than 26 days in a calendar month he will be entitled for maximum emoluments equivalent to one month only.</p>
95	Part-I, Section 3 Form Tech-6	33	Form Tech-6	<p>Existing :</p> <p>Form TECH-6 :</p> <p>Team Composition, Assignment, and Key Experts Inputs</p> <p>Query :</p> <p>We understand that there are no Design deliverables to be produced, but only reports and comments on Deliverables or Works produced by the Contractors.</p>	<p>Objective of assignment and duties of PMC during design phases are mentioned in Para 2.0 & 3.1 of TOR. PMC is required to function to fulfil the duties to achieve objectives of assignment through their Team. Reports mentioned are required regularly to know the status of work.</p>

				Kindly confirm how to proceed with the filling of this form	
96	Part-I, Section 4 Form FIN-4	42	Form FIN-4	Existing : FORMFIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES- Total Provisional Sum for above expenses has been kept as INR 25 Million. Consultant should make provision for the same. Query : Kindly clarify whether the provisional expenses shall be reimbursed if these expenses increases more than INR 25 Million	Please refer the response to Query no. 37.
97	Part-I, Section 7 Terms of reference	50-51	1.1, 1.2, 1.3	Existing : Techno-Economic Feasibility Study JICA Feasibility Study Detailed Engineering Survey Query : Kindly provide the copy of these documents to the shortlisted consultant or better understanding of the project and preparation of the proposal	Please refer the response to Query no. 6.
98	Part-I, Section 7 Terms of reference	51	1.3	Existing : 1.3. Detailed Engineering Survey. Point a) The project involves maximum utilization of the existing IR land. Query : What happens if the alignment go out of the IR land? Will PMC have to support the Employer in the expropriation process?	Para 3.1 is part of back ground of the project and assignment. It is not part of PMC scope of service. DFCCIL is acquiring land wherever alignment go out of the IR land.

				Kindly clarify	
99	Part-I, Section 7 Terms of reference	52	2.3(a)	Existing : Preparation of construction supervision manual in consultation with employer. Query : Will IR code of practices be sufficient in preparation this manual? Kindly Confirm.	Preparation of Construction supervision manual will be to fulfil supervision requirement for DB works contract considering best international industry practices.
100	Part-I, Section 7 Terms of reference	52	2.3(k)	Existing : Conducting testing of works including testing for commissioning and taking over. Query : Kindly confirm if all the testing of works are to be carried out or can be done selectively	Testing of work is required to monitor process and quality of work as per Employer's Requirement.
101	Part-I, Section 7 Terms of reference	56	3.4	Existing : Defect liability period The PMC shall inspect the works at appropriate intervals during the Defect Liability Period and take action as per GC sub-clause 11.1 of DB contracts Query : Please specify list of experts required during defect liability period, also the duration and frequencies of these visits	Please refer the response to Query no. 26.
102	Part-I, Section 7 Terms of reference	57	3.5	Existing : 3.5 Other Duties and functions of the PMC. Point j). DFCCIL is in the process of implementing an Enterprise wide IT system. Query : Will The Consultant have to buy any software license?	Please refer the response to Query no. 13.

				Could the PMC implement our own software to monitor the progress of the contract?	
103	Part-I, Section 2 Instruction to Consultant Data Sheet	23	21.1	Existing; Relevant Experience in region (working level fluency in local language(s) /knowledge of local culture or administrative system, government organization, etc.)-10% Query : We understand that 10% marks are allocated for experts having local Language (s)/ knowledge of local culture or administrative system, government organization, etc. Hence, we request that this requirement to be reduced to 5 years and one (1) project	Please refer the response to Query no. 93.
104	Part-I, Section 7 Terms of reference & Part-I, Section 2 Instruction to Consultant Data Sheet	63, & 23	6.0(b) table sl. no. K2, & 21.1	Existing : K2. (ii) Chief Contract Management Expert (iii) Finance Management Expert The positions, evaluation points (Section 2: 21.1, Table, page 23) & Qualification and experience requirement (Section 7: Table, page 64-65) of Chief Contract Management Expert & Finance Management Expert are not given while in Table at Page 63, the positions are provided Query : The Consultants understands that the CVs for the position of Chief Contract Management Expert & Finance Management Expert are not required to be provided. This may please be confirmed.	Yes CVs for position of Chief Contract Management Expert & Finance Management Expert are not required to be provided.

105	Part-I, Section 7 Terms of reference	63-64	6.0(b) table Sl. no. NK3	Existing : Table at page 63-64 NK3:Non-Key Expert Category E (Site Supervisor) There is a discrepancy for the numbers of positions (27) and No. of Persons in Positions (29). Query : The same may please be clarified.	29 persons are assessed for 27 positions. However, applicant is free to provide positions and no. of person in each position as per his own assessment.
106	Part-I, Section 7 Terms of reference	63-64	6.0(b) table	Existing : Table at page 63-64 Key expert category A&B Query : The team composition doesn't include environmental Key expert- Category A&B. Are these profiles includes in another one? The team composition doesn't include facilities Key expert- Category A&B. Are these profiles includes in another one?	Please refer the response to Query no. 14.
107	Part-I, Section 7 Terms of reference	64	6.0(c)	Existing : a. Minimum Qualification and Experience requirement for Experts International Experience in Railway & Metro Railway Projects with Modern technology Query : We understand that for Key expert- Category –A and B- International Experience in Railway & Metro Railway Projects with modern technology Is required.	Please refer the response to Query no. 45.

				We request you to kindly elaborate Modern Technology is related to 'speed', 'axle load', construction technology' or development involving IT.	
108	Part-I, Section 7 Terms of reference	64	6.0(c)	<p>Existing :</p> <p>Minimum Qualification and Experience of Category B Experts</p> <p>Query :</p> <p>From our past experience in carrying out projects of similar nature we would like to bring to DFCC' s notice that a person with international experience will cost considerably higher than a person with similar/ higher qualification and experience in India. Moreover,10% marks are allocated for expert having experience of local language (s)/knowledge of local culture or administrative system, etc.</p> <p>Therefore request DFCC to kindly accept experience of experts for Category B having similar experience in India and International experience is not to be made mandatory.</p> <p>Or:</p> <p>Alternatively, International Experience of 5 Years with 2 projects Minimum Qualification and Experience of Category B Experts is too high. We request you to relax to 3 Years with 1 project.</p>	The provision mentioned in RFP shall prevail

				Kindly amend	
109	Part-I, Section 2 Instruction to Consultant Data Sheet & Part-1, section 4, Form FIN-4 Footnote	21 & 42	16.1(1)	Existing : Provisional Sum: Provisional sum of INR 10 million has been kept for reimbursable expenses for PMC service outside project site. Provisional Sum INR 25 million given at Footnote in Form FIN-4 for reimbursable expenses for PMC service outside project site Query : Since both statements are contradictory, the Client is requested to kindly provide the correct amount of Provisional Sum for reimbursable expenses for PMC service outside project site.	Please refer addendum
110	Part-I, Section 7 Terms of reference	78	10	Existing : 10. PMC Service Outside Project Site Office Table A Query : We request for an increase in Lodging Allowance, Local Transport allowance & other incidental & contingent Expenses by 25%	The provision mentioned in RFP shall prevail
111	Part-II, Section 8 II General Conditions of Contract	114	45	Existing : Clause 45. Mode of Billing and Payment (d) The Final Payment The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client	The provision mentioned in RFP shall prevail

				<p>of such itemized in voices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>Query :</p> <p>We propose for reduction of time from sixty (60) calendar days to Twenty (20) days</p>	
112	Part-II, Section 8 II General Conditions of Contract & Part-II, Section 8 III Special Conditions of Contract	114 & 124	45.1(c)	<p>Existing :</p> <p>It is mentioned that Payment shall be made by the Client within 45 days after receipt of the itemized invoices from the Consultant and within 90 days in the case of the final payment.</p> <p>Query :</p> <p>The period of 60 days and 90 days indicated by the Client to release payment to the Consultant after receipt of invoice is exceptionally long as Consultant needs fund to manage their running expenses. Hence, the Client is requested to kindly reduce this period to 15 days from the receipt of Invoices from the Consultant.</p>	The provision mentioned in RFP shall prevail
113	Part-II, Section 8 III Special Conditions of Contract	120	14.1	<p>Existing :</p> <p>Expiration of Contract: The time period shall be 60 months.</p> <p>Query :</p> <p>Kindly provide the duration of Construction period</p>	Please refer the response to Query no. 20.

				and DLP period of the contract	
114	Part-II, Section 8 III Special Conditions of Contract	122	42.3(2)	<p>Existing :</p> <p>As per Clause 42.3 (2) of SCC, it is stated that the price adjustment on remuneration for Local Currency shall be adjusted on the basis of the rates set forth in Appendix D.</p> <p>Query :</p> <p>It is observed that in the RFP Appendix C is for both foreign and local currency Remuneration cost Estimate and Appendix 'D' is for Reimbursable Expenses Cost Estimate. Since Appendix 'D' has no part to play in Escalation Clause, Appendix 'D' may be replaced by Appendix 'C' in this Clause.</p>	Please refer addendum.
115	Part-II, Section 8 III Special Conditions of Contract	124	45.1(a)	<p>Existing :</p> <p>As per this Clause, an advance payment 5% of Contract amount (interest free) in local/foreign currency shall be made within 30 days after the Effective Date.</p> <p>Query :</p> <p>In this regard, Consultant needs fund to mobilize the staff at project site and advance payment of 5% of the Contract amount is inadequate. Hence, the Client is requested to kindly increase this amount to 10% of the Contract amount.</p>	The provision mentioned in RFP shall prevail
116	Part-II, Section 8 III Special Conditions of Contract	126	49(5)	<p>Existing :</p> <p>Clause 5. Miscellaneous. In any arbitration proceeding here under:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held Singapore/ Dubai.</p>	Please refer the response to Query no. 50.

				We propose for the arbitration to be held in India	
117	Part-II, Section 8 IV Appendix-E	133	Form of Advance Payment guarantee	<p style="text-align: center;">Bank Guarantee Format</p> <p>Inclusion of additional lines in the Bank Guarantee Format as per International Banking Guidelines</p> <p>The Consultants would like to bring to your kind notice that the International Banking Guidelines and Procedures have been modified lately. Obtaining the Bank Guarantees in the present formats is a very tedious process and the banks do not accept the current format or suggest modifications in the same. Considering the same, we would request you to kindly consider inclusion of below paragraphs in the Bank Guarantee Format. These paragraphs are as per the guidelines in line with the new International Banking Guidelines. We confirm that the inclusion is not an additional condition imposed by the Bank but merely a reiteration of condition already included in the format of the Bank Guarantee as per the Contract Agreement and is not prejudicial to the interest of the beneficiary and does not affect, curtail or limits the rights and the obligation of the issuer bank.</p> <p><i>“Notwithstanding anything contained herein :</i></p> <ol style="list-style-type: none"> 1. <i>Our liability under this guarantee shall not exceed _____ (in words_____);</i> 2. <i>This Bank Guarantee shall be valid up to _____</i> 3. <i>We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, if you serve upon us a written claim or demand on or before _____.</i> <p><u>A proposed format for the bank guarantee is</u></p>	The provision mentioned in RFP shall prevail

				enclosed for your ready reference.													
118	Part-I, Section 7 Terms of reference	63	6.0(b) table Sl. no. K2	Since these 6 positions are for a short term i.e. 2 months each, is it acceptable if the same key experts for these positions are proposed for two PMC projects for DFCC simultaneously? Please consider.	As both the PMC projects are running simultaneously, overlaps could not be avoided. The experts need to work for one project at a time, Therefore same key experts for more than one position shall not be permitted. Please refer addendum also.												
119	General			We request you to kindly provide us with the contractor's schedule of works for the aforementioned project. This will help us with preparing the work schedule appropriately for the bid.	Contractor's work schedule is not presently available.												
120	General			<p><i>We had been shortlisted for both the packages i.e for Kurja-Dadri & Sahnewal-Pilkhani section.</i></p> <p><i>It is requested to kindly allow the use of intermittent positions to be proposed in both the PMC Packages.</i></p> <table border="1"> <thead> <tr> <th>Intermittent Positions</th> <th>Input Months in Kurja - Dadri Section</th> <th>Input Months in Sahnewal -Pilkhani section</th> </tr> </thead> <tbody> <tr> <td>Chief Safety Engineer</td> <td>6</td> <td>24</td> </tr> <tr> <td>Chief Design and Construction Engineer (Railway Signal & Telecom)</td> <td>2</td> <td>2</td> </tr> <tr> <td>Chief Design and Construction Engineer (Civil & Structure Works)</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	Intermittent Positions	Input Months in Kurja - Dadri Section	Input Months in Sahnewal -Pilkhani section	Chief Safety Engineer	6	24	Chief Design and Construction Engineer (Railway Signal & Telecom)	2	2	Chief Design and Construction Engineer (Civil & Structure Works)	2	2	Please refer the response to Query no. 118.
Intermittent Positions	Input Months in Kurja - Dadri Section	Input Months in Sahnewal -Pilkhani section															
Chief Safety Engineer	6	24															
Chief Design and Construction Engineer (Railway Signal & Telecom)	2	2															
Chief Design and Construction Engineer (Civil & Structure Works)	2	2															

				Chief Design and Construction Engineer (Track)	2	2	
				Chief Design and Construction Engineer (OHE & Traction Power Supply)	2	2	
				Chief Design and Construction Engineer (RAMS)	2	2	
				Chief Design and Construction Engineer (Train Management System)	2	2	
				Quality Assurance Expert	2	2	
				System Integration Expert	2	2	