

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

RFP No.: HQ/EN/Procurement/PMC/SNL-PKY 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	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.

	E. Datasheet			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/ 51	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 Sahnewal – Pilkhani Section is in place.
10.	Part-I, Section 7 Terms of Reference	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 part of contractor in carrying out rectification to	PMC is required to monitor timely completion of design and execution. Any delay will be dealt according to the conditions of contract.

				<p>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>	
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>	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.
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>	The provision mentioned in RFP shall prevail.
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>	User licenses for MIS of DFCCIL shall be provided to the PMC staff.

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/ 65	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.</p> <p>Else, please relax the condition with 3 years international experience with 1 project.</p> <p>Please remove the requirement for "Metro Projects".</p> <p>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 in 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. For duration of assignment please refer the addendum also.

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>	The Provision mentioned in RFP shall prevail.

				<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 the 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>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 7 Terms of reference	80	Annexure-I B(1)	<p>Existing : Details of structures involved in contract packages 201 & 202 are appended below in the table.</p> <p>Query : The details of structures involved with a mention of contract packages 201 & 202. This may be corrects as 301 package. Request for necessary amendment.</p>	Please refer addendum
48	Part-I, Section 3 Form Tech-6	33	Tech-6	<p>Mention of home and field in the tech 6 table format</p> <p>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.
49	Part-II, Section 8 II General Conditions of Contract	114	45	<p>Mode of billing and payment.</p> <p>The client shall pay the consultant's invoices within sixty (60) days after the receipt by the client</p>	The provision mentioned in RFP shall prevail. Please refer the SCC 45.1(c) also.

				<p>of such itemized involves 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 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>	
50	Part-II, Section 8 III Special Conditions of Contract	120	14.1	<p>Existing : Expiration of the contract : The time period shall be 66 months.</p> <p>Query : Time period mentioned was 66 months for expiry of the contract. Deputy Team Leader contract period, mentioned for 68 months in the page no. 63. Kindly confirm of there is any change in Deputy Team Leader's man months. Further, request to provide the duration of construction period and DLP period of the contract.</p>	Man month for Dy. Team Leader is 68 only. Defect Liability Period is 24 months. Please refer addendum.
51	Part-II, Section 8 III Special Conditions of Contract	124	45.1(a)	<p>Existing : (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</p>	The provision mentioned in RFP shall prevail.

				<p>after first five months of the services until the advance payment has been fully set off.</p> <p>Query : 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>	
52	Part-II, Section 8 III Special Conditions of Contract	126	49 (5)	<p>Existing : Miscellaneous. In any arbitration proceeding hereunder : (a) Proceedings shall, unless otherwise agreed by the parties, be held Singapore / Dubai.</p> <p>Query : 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.
53	General	-	-	<p>Existing : No existing clause</p> <p>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.</p>	Consultant is free to add new position as per his own assessment and requirement of the Work.
54	Part-I, Section 2 Instruction to Consultant E. DataSheet	22	21.1	<p>Existing: Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 10 points</p> <p>Query:</p>	No upper limit of number of projects related to the Qualification and experience is prescribed.

				Please confirm what is the upper limit for the number of projects related to the Specific experience in order to score 10 points.	
55	Part-I, Section 2 Instruction to Consultant E. DataSheet	23	21.1	<p>Existing:</p> <p><i>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals.</i></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 or organisation, etc) : 10% <p>Query: PI confirm <i>what is the difference between General Education & Relevant Education.</i> <i>Also word education & training is being evaluated under two sub-criteria's i.e. Sl. No 1 & 2. PI confirm.</i></p> <p>Experience in sector relates to the entire transportation sector like <i>metro / high speed, conventional railway, freight or highways.</i> PI confirm.</p> <p>Relevant <i>Experience in region relates to the India region or entire South Asia.</i> PI confirm.</p>	<p>May please refer the World Bank Guideline for selection of consultants and consultancy services manual to understand the details of criteria and sub criteria.</p> <p>Please refer the Para 6.0 (c) for minimum qualification and experience in sector.</p> <p>Region relates to the area of assignment and country of assignment i.e. India.</p> <p>Please refer response to query no. 36.</p>

				Also we understand that the working level fluency in local language(s) corresponds to the English language only. PI confirm.	
56	Part-I, Section 3 Standard Forms	28	Form TECH-2	Existing: FORM TECH-2 Consultant's Organization and Experience The Consultant should be prepared to <i>substantiate the claimed experience by presenting copies of relevant documents and references</i> if so requested by the Client. Query: We understand that the <i>experience needs to be substantiate with the completion certificates only</i> . PI confirm.	If demanded by the client, Applicant may be required to produce copies of documents in support of experience claimed by him in his proposal.
57	Part-I, Section 7 Terms of reference	53	3.0	Existing: SCOPE OF SERVICES- PMC is discharging duties of Engineer as detailed in TOR under different phases of DB contracts as detailed below. a) Design Phase b) Construction Phase (including Manufacturing/ Supply/ Installation) c) Testing, Commissioning and Taking over Defect liability Phase Query: <i>In order to have proper deployment of the staff it is kindly requested to define the period/duration of each phase. PI confirm.</i>	Please refer response to query no. 20.
58	Part-I, Section 7 Terms of reference	64	6.0(c)	Existing: Team Composition & Qualification Requirement	Please refer response to query no. 54.

				<p><i>Minimum Qualification and Experience requirement for Experts.</i></p> <p>Query: <i>It is requested to kindly define the upper limit for the Qualification and Experience requirement for Experts, so that accordingly the CV can be proposed suitably.</i></p>	
59	Part-I, Section 7 Terms of reference	65	6.0(c)	<p>Existing: Minimum Qualification and Experience requirement for Key Experts Category –B <i>International Experience of more than 5 years with 2 projects.</i></p> <p>Query: International Experience of 5years with 2 projects outside the home country is too High.</p> <p><i>It is requested to relax the criteria as 3 years with at least one project.</i></p>	The provision mentioned in RFP shall prevail.
60	Part-I, Section 7 Terms of reference	70	6.0(c)	<p>Existing: Minimum Qualification and Experience requirement for Support Staff like Sr. Steno/ Sr. Secretary is Graduate</p> <p>Query: Support staff like Photocopiers etc are not Graduates. Required Qualification as Graduate may be reconsidered as Diploma in any field.</p>	The provision mentioned in RFP shall prevail.
61	Part-II, Section 8 II General Conditions of Contract	114	45.1(c)	<p>Mode of billing & payment.</p> <p><i>60 days of processing the payment will harden our cash flow hence we request you to kindly process the payment within (30) days after receipt of bills.</i></p>	The provision mentioned in RFP shall prevail.
62	General			Payments to be made to the consultant	Provisions mentioned in RFP will prevail.

				We request the client to <i>kindly clarify the payments of the consultancy services provided will be made to each member of the Joint Venture separately or through the Lead Joint Venture Partner.</i>	
63	Part-I, Section 7 Terms of reference	53	3.1	Role and Functions of the PMC During Design Phase: <i>It is kindly requested to confirm whether the design services can carried out from the home office of the consultant.</i>	Please refer the response to query no. 48.
64	Part-I, Section 7 Terms of reference	63		Existing: Team Composition Project Director : 44 Man/Month Query: Please confirm the period of time that Project Director should be at the project. <i>As per page 120 of SCC clause 14.1, Contract time period shall be 66 months.</i>	The applicant is free to distribute man months as per their own assessment. However, Project Director has been planned for Design, Construction and Testing and Commissioning Phase only.
65	Part-I, Section 7 Terms of reference	63		Existing: Team Composition Deputy Team Leader/Resident Project Manager Civil : 68 Man/Month Query: As per page 120 of SCC clause 14.1, Contract time period shall be 66 months however the input of Deputy Team Leader/Resident Project Manager Civil shown is 68 Man/Month. <i>Pl confirm the exact man month of Deputy Team Leader/Resident Project Manager Civil.</i>	Please refer the addendum. Project duration is 68 months.

66	Part-I, Section 7 Terms of reference	65		Existing: Team Composition- Key Expert category : Train Management System Expert Query: <i>We understand that the person having the expertise's in the Rail Operation can work as Train Management System expert.</i> Pl confirm.	Please refer the TOR para 2 (c) page 88/89 where TMS work involved is mentioned. Experience suitable to work requirement will be considered.
67	General			Work Schedule: <i>Is it possible to know the DB Contractor's work schedule.</i>	At present Work schedule of DB contractor is not available.
68	Part-I, Section 7 Terms of reference	56	3.4	PMC function during Defect Liability Period <i>PMC shall inspect the works at appropriate Intervals.</i> Query: <i>Please define the frequency of inspection during Defect Liability Period.</i>	The applicant is free to distribute number of persons, man months, frequency of inspection etc. during defect liability period as per their own assessment.
69	Part-I, Section 7 Terms of reference	73	7.5	Furnishing Requirements: TheContractorshallsupplythenewfurnitureandequip menttotheEngineer's offices in the manner required by the Engineer. Query: Kindly clarify whether <i>IT Equipment (i.e computers and laptops) will be provided to PMC by the DB Contractor.</i>	Computers and laptop are to be arranged and maintained by PMC as mentioned in 7.0 of TOR. Facility of printing and communication facilities as mentioned in S.N.19, 20 respectively of table in Para 7.5 of TOR will be provided by DB work contractor. Any other printing/ Communication requirement will be arranged by PMC.
70	Part-I, Section 7	61	5.0	Deliverables by PMC:	PMC is primarily responsible of safety and

	Terms of reference			<p>Monthly progress report includes Safety & Quality Audit.</p> <p>Query:</p> <p><i>Since there will be an Independent Quality Safety Auditing Consultant (QSAC) this deliverable shouldn't be in the scope of PMC.</i></p> <p>PI confirm.</p>	<p>quality at site as an engineer. Monthly report of PMC shall include safety and quality.</p> <p>Job of QSAC is entirely different from that of PMC.</p>
71	General			<p>Age Limit for the proposed key personnel's.</p> <p>Query:</p> <p><i>We understand that there isn't any age limit criteria for the proposed key personnel's.</i></p> <p>PI confirm.</p>	<p>There is no age limit criteria in RFP</p>
72	General			<p>Reimbursable Expenses</p> <p>Query:</p> <p><i>A reimbursable cost is a fixed cost and no vouchers or receipts will be provided or submitted.</i></p> <p>PI confirm.</p>	<p>Reimbursable expenses will be reimbursed as per actual according to provision in Form FIN-4(C). Supporting documents wherever applicable may be required before release of payment.</p>
73	Part-I, Section 2 Instruction to Consultant E. Datasheet			<p>Proposal Submission Date:</p> <p><i>The proposal must be submitted no later than 7th Dec 2015.</i></p> <p>Query:</p> <p>This bid requires collaboration between international consultants which requires more time. Also a large number of international experts will be required to be identified from all over the world, their CV and eligibility ascertained. For submission of the bid of this magnitude, <i>a minimum time of 6 weeks may therefore be given after issue of clarification(s) and/or amendment(s) to RFP by the Client. PI confirm.</i></p>	<p>The provision mentioned in the RFP shall prevail. Reasonable time to take an amendment into account in the proposal will be given in accordance to sub clause 13.1.2 of ITC.</p>
74	Part-I, Section 7	63	Table SI.	Existing:	The applicant is free to propose man

	Terms of reference		No. K1	Project Director / Team Leader / Chief Resident Engineer Position: 1 Man-Months: 44 Query: It is felt that the Project Director should be available for the entire duration of the project, thus requesting the client to increase the total man-months of Project director from 36 to 66.	months as per their own assessment. However, Project Director has been planned for Design, Construction and commissioning phase.
75	Part-I, Section 7 Terms of reference	63	Table Sl. No. K2	Existing: Key experts Category A <ul style="list-style-type: none"> • Railway Signal & Telecom, • Civil & Structure works • Track • OHE & Traction Power Supply (2 X25 kV) • RAMS • Train management System • Chief Contract management expert • Finance management expert Query: 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. Normally design phase is 12 months. So each design expert should be deployed for 12 months. Contract management & finance management expert should be for full contract period. Therefore Total man months should be = (6 X12 + 2X 66)=204. Please review the man-months.	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. The applicant is free to provide man months for each position as per their own assessment.
76	Part-I, Section 7 Terms of reference	63	Table Sl. No. K2	Existing: Key experts Category A	Positions of Chief Contract management expert and Finance Management expert

				<ul style="list-style-type: none"> • Chief Contract management expert • Finance management expert <p>Query: Minimum Qualification & experience required for following experts:</p> <ul style="list-style-type: none"> • Chief Contract management expert • Finance management expert <p>are not mentioned in table on page no. 64 (Key Expert Category A) Please mention Minimum Qualification.</p>	are not available. Please refer addendum also.
77	Part-I, Section 7 Terms of reference	63	Table Sl. No. K4 & K5	<p>Existing: Key experts Category A</p> <ul style="list-style-type: none"> • Quality Assurance expert • System integration expert <p>Query: For each position only 2 man months are allotted. Since both positions are very important hence man months may be reviewed.</p>	The applicant is free to distribute man months as per their own assessment
78	Part-I, Section 7 Terms of reference	65&6 6	Non Key expert Category – C & D	<p>Existing: B Tech.</p> <p>Query: For category C and D, B Tech has been prescribed 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.</p>	The provision mentioned in RFP shall prevail.

79	Part-I, Section 2 Instruction to Consultant E. Data Sheet	22	17.7 & 17.9	Existing: <u>The Proposals must be submitted no later than:</u> Date: 04.12.2015 Time: 15:00 hrs. Query: 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 18 th November, 2015.	Please refer response to query no. 73.
80	Part-I, Section 7 Terms of reference	77	7.11	Existing: <u>Transport for Engineer</u> 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	<u>PMC Service Outside Project Site Office</u> 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. Total duration of this assignment is 68 months instead of 60 months mentioned in query. Please refer the addendum also.
82	Part-I, Section 7	53	3.0	Existing:	Please refer the response to Query no.

	Terms of reference			<p>Scope of Services</p> <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>	<p>20.</p> <p>Total duration of this assignment is 68 months instead of 60 months mentioned in query.</p>
83	Part-I, Section 7 Terms of reference	64	6.0 (c)	<p>C. Minimum Qualification and Experience requirement for Experts</p> <p>Please confirm that person meeting Minimum Qualification and Experience requirement will get full marks.</p>	<p>Information provided in item no 21.1 Data Sheet (ITC) is considered sufficient.</p>
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 documents.</p> <p>Query:</p>	<p>The provision mentioned in RFP shall prevail.</p>

				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 III Special Conditions of Contract	124	45.1 (a)	Existing: (1) 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% to 10% 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	Clause 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 is of condition of contract is DB contracts.
87	Part-I, Section 7 Terms of reference	54	Clause 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: GCC Clause 10.1 page No. 103 is regarding Corrupt & Fraudulent practices. Please modify the Clause.	Referred sub clause 10.1 of Condition of Contract is of DB contracts.

88	Part-I, Section 7 Terms of reference	56	Clause 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	Clause 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	-	-	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	-	-	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. 62.
92	Part-I, Section 7 Terms of reference	63	6.0 (b)	Key Expert Category A,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?	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

				Please consider.	shall not be permitted. Please refer the addendum also.																								
93	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> <tr> <td>Chief Design and Construction Engineer (Track)</td> <td>2</td> <td>2</td> </tr> <tr> <td>Chief Design and Construction Engineer (OHE & Traction Power Supply)</td> <td>2</td> <td>2</td> </tr> <tr> <td>Chief Design and Construction Engineer (RAMS)</td> <td>2</td> <td>2</td> </tr> <tr> <td>Chief Design and Construction Engineer</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	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	2	2	Please refer the response to Query no. 92.
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																											
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Chief Design and Construction Engineer	2	2																											

				(Train Management System)			
				Quality Assurance Expert	2	2	
				System Integration Expert	2	2	
94	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.
95	Part-I, Section 7 Terms of reference	57	3.5 j	Existing : PMC will comply with the provision of Enterprise wide_ IT System as detailed below: [...] Query : Under the present circumstances of APL-1 and 2, EDMS is not developed by DFCC. We would request you to kindly allow PMC to develop such system and provide provision for cost for the same in our bid. In case DFCC decides to develop the EDMS, kindly confirm whether appropriate training for using this IT system will be provided to PMC staff, and advise duration of those trainings and required attendees from PMC staff.			A Part of Enterprise wide IT system is in use. DFCCIL will provide training to PMC staff conversant to use this system to the extent required by them.
96	Part-I, Section 7 Terms of reference	57	3.5 j	Existing : PMC will comply with the provision of Enterprise wide_ IT System as detailed below : [...] Contractor need to feed/provide the data in the IT system as per mechanism and method devised by DFCCIL. For putting data into system Contractor needs to make arrangement of connectivity, if required and also needs to bear the cost of any licensees required for the Contractor to access the DFCCIL IT system.			User licences shall be provided to the PMC staff.

				Query : Kindly confirm if user licences shall be provided to the PMC.	
97	Part-I, Section 7 Terms of reference	57	3.5 j	Existing : As part of scope of work the Consultant will ensure the following: [...] • Upload of drawings and designs created by Contractor as per the classification using document management system of SAP. Query : We understand this IT System shall encompass Electronic Document Management System (EDMS) component. Please confirm that Contractors will have to upload their own documents into the EDMS component for review and comments by PMC.	The work related documents are to be uploaded for review and comments.
98	Part-I, Section 7 Terms of reference	59	3.5 ac	Existing : PMC will witness all consignee inspections, installation tests. If required acceptance test type test, factory acceptance test (FAT) for all material incorporated in the as per the provisions of respective DB contract. Query : Kindly clarify if the PMC will have to attend FAT for all material or major items only.	FAT of major items will be witnessed by PMC as per instructions of client.
99	Part-I, Section 7 Terms of reference	61	5.0 c	Existing: Work Completion reports (3 copies) in English inclusive of all data and drawings (including reproducible) pertaining to the execution of the contract shall be submitted at the commissioning of the works. Query :	The best industry practice should be adopted to finalize the Performa of completion report. It should cover all aspect for project implementation including lesson learnt for future.

				Kindly clarify the content of the Completion Report as all drawings and reports will be available in the MIS (Management Information System).	
100	Part-I, Section 7 Terms of reference	65	6.0(c) note 11	Existing : For System Integration Expert (Item no 4) – Academic Qualification – B Tech/ Electrical/ Electronics Query : System Integration includes electronics, mechanical and electrical engineering inputs. As per the RFP the qualifications required for the System Integration Expert is B.Tech in electrical/ Electronics, hence we request to add B.Tech in Mechanical as well.	The provision mentioned in RFP shall prevail.
101	Part-I, Section 7 Terms of reference	65	6.0(c)	Key Expert-Category B Query : 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.	The provision mentioned in RFP shall prevail.
102	Part-II, Section 8 II General Conditions of Contract	104	16.	Modification or Variations Query : 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. 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”.	1. Understanding of the consultant is correct. 2. In case of Variation, which increases overall cost by more than 15% is normally considered as substantial variation.
103	Part-II, Section 8 II General Conditions of Contract	105- 106	19.1.6(a)	Payment Upon Termination Query : It is mentioned therein that payment of Services “satisfactorily performed”. Please elucidate the term”	Services satisfying terms and condition of agreement is termed as satisfactory performed.

				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?	
104	Part-II, Section 8 II General Conditions of Contract	109	27	<p>CI 27. Proprietary Rights</p> <p>Query :</p> <p>We hereby submit that the proprietary rights of the documents, drawings and other deliverables produced by the consultant shall be vested to be client upon payment of consultant's legitimate dues. In the event of non-payment of consultants dues, the proprietary rights shall remain vested with the consultants only for the portion for which the payments have not been made by the client/ employer.</p>	The provision mentioned in RFP shall prevail.
105	Part-II, Section 8 II General Conditions of Contract	114	45.1(c)	<p>Existing :</p> <p>The Client shall pay the Consultant's invoices within forty five (45) days after the receipt by the Client of such itemized invoices with supporting documents. ...</p> <p>Query :</p> <p>You would appreciate that such huge 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 as follows :</p> <ul style="list-style-type: none"> • 80% within 7 days • 20% within 30 days <p>within 30 days from the date of receipt of invoice rather than 45 days as mentioned in the RFP</p>	The provision mentioned in RFP shall prevail.

106	Part-II, Section 8 III Special Conditions of Contract	120	23.1	<p>Limitation of Liability</p> <p>Query :</p> <p>Please clarify the terms “Gross Negligence & Willful 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?</p> <p>Alternatively, we propose the following definition for the terms “Gross Negligence” and “Willful Misconduct” as:</p> <p>“Gross Negligence or Willful 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.”</p>	Gross Negligence and Wilful Misconduct are legal terms defined in appropriate document.
107	Part-I, Section 7 Terms of reference	73	7.5	<p>General Office Requirements</p> <p>Query :</p> <p>Since the PMC will be assessing the EMDS Software and other Internet based Communication Facilities, in addition to providing the internet connection, the Contractor while constructing the Offices, should provide adequate provisions of LAN Connection, including ducts, switches & cables.</p> <p>We would request you to kindly put the provision of providing Wi-Fi connectivity in all the guesthouses under the Scope of the Contractor</p>	Please refer the response to Query no. 69.
108	Part-II, Section 8 II General Conditions of Contract	111	32.3	Existing :	The provision mentioned in RFP shall prevail.

				<p>Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client</p> <p>Query :</p> <p>We would request you to replace this Clause as highlighted to</p> <ul style="list-style-type: none"> - For Key Experts (Category A & B) as "Equal or Better" Personnel. <p>For Non Key Experts (Category C to F) as RFP Criteria.</p>	
109	Part-II, Section 8 II General Conditions of Contract	111	33.1	<p>Mobilisation and De-mobilisation</p> <p>Query :</p> <p>In case Staff need to be replaced on the guidance of DFCC, we would request you to kindly reimburse the demobilisation of the Staff to be replaced and mobilisation expense for the new Staff to be mobilized.</p>	The provision mentioned in RFP shall prevail.
110	Part-I, Section 7 Terms of reference	78	8	<p>Existing :</p> <p>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</p> <p>Query :</p> <p>We would request you to kindly allow PMCs to follow the Holiday Calendar followed by DB Contractor and DFCC – it is very difficult to retain personnel on Diwali, Holi, Lohri and other festivals, which have enormous local influence, especially at Site.</p>	The provision mentioned in RFP shall prevail.
111	Part-I, Section 7 Terms of reference	65	6.0(c) sr. no. 2 category A	<p>Chief Safety Expert</p> <p>Query :</p>	The provision mentioned in RFP shall prevail.

				<p>Market availability of this expert is very less and therefore qualifying criteria for this position may be modified as –</p> <ul style="list-style-type: none"> - Experience in Railway/ Transport sector = 5 years and - Experience on similar position = 3 years <p>Please Clarify</p>	
112	Part-I, Section 7 Terms of reference	65,66	6.0(c) sr. no. 2 category C	<p>Senior Structural Design Engineer</p> <p>Query :</p> <p>We would like to convey that, with the help of design software both steel/concrete bridge design can be handled by the same personnel. We need not require 2 different personnel for the same. We would request you to merge the two positions. Please Clarify</p>	The applicant is free to delete any position as per their own assessment.
113	Part-I, Section 7 Terms of reference	66	6.0(c) sr. no. 3 category C	<p>Senior Track Design Engineer</p> <p>Query :</p> <p>We would like to convey that, Engineers with similar experience are not readily available in the market. We would request you to kindly modify as under:</p> <ul style="list-style-type: none"> - General Experience – 10 years; - Experience in infrastructure project – 5 years; Experience in similar position – 3 years 	The provision mentioned in RFP shall prevail.
114	Part-I, Section 7 Terms of reference	66	6.0(c) sr. no. 8 category C	<p>Formation Design Engineer</p> <p>Query :</p> <p>Currently Alignment design is being done by experts on this position. There is no position of Alignment Design engineer in PMC.</p> <p>This position should be re-designated as Alignment Design Engineer with specific requirement of experience in MX-Rail, MX-Road on at least one project for a period of one year.</p>	The applicant is free to add new position as per their own assessment.

				Designating this position as Alignment will help easy identification of experts and confusion amongst CPMs and PMC employees. It is added that there is already a position of Chief Formation Engineer in Category-D who can carryout the Design Review and Construction Supervision.	
115	Part-I, Section 7 Terms of reference	65-66	6.0(c) sr. no. 2 category A & D	Finance Management Expert & Sr. Finance Manager Query : It is observed that all Finance related positions has been removed from the current PMC Organization Structure, as was considered in previous APL 1 & 2. A Project of this scale & size requires at least one Finance Expert. Requesting you to kindly make a provision for the same.	The applicant is free to add new position as per their own assessment.
116	Part-I, Section 7 Terms of reference	66-67	6.0(c) category D	Chief Safety Manager Query This position have been removed in this RFP – we would request you to kindly have this position with the given eligibility : - General Experience – 10 years; - Experience in infrastructure project – 5 years; Experience in similar position – 2 years	The applicant is free to add new position as per their own assessment.
117	Part-I, Section 7 Terms of reference	66-67	6.0(c) category D	Chief Document Controller Query : This position is currently not in the list of Staff to be provided. Document control is an important activity in project management and hence a Chief of Document Control is required under Category D. We would suggest that, he should be in the Core Team being assisted by a Document Controller in category E. It may be clearly mentioned in the requirement that the candidate shall have a hands-on experience on	The applicant is free to add new position as per their own assessment.

				dealing with EDMS. (Electronic Data Management System for atleast an year) as conventional Document Controllers are not effective.	
118	Part-I, Section 7 Terms of reference	67-70	6.0(c) category E	<p>Various Positions</p> <p>Query :</p> <ul style="list-style-type: none"> • There is a need to increase number of Field Engineers as the present strength is insufficient to carry out the field supervision effectively. • We need to have Field Geo Tech engineer instead of Field Formation Engineer for supervising the earthwork, quarries, borrow areas, etc. The Man-month should also be enhanced, substantially • Position of Field Engineer (Bridge) and Field Structural Engineer can be merged for better management of staff. • Man-Month for Surveying Engineers and Safety Engineers need to be doubled to meet the requirements. • Position of Billing Co-ordinator can be dispensed with Sr. Finance Manager in Category D shall be able to handle this along with Quantity Surveyors. • Position of Utility Shifting Engineer for Telecom & Signalling can be merged and number of experts increased to 2 Nos • Document Controller – it may be clearly mentioned in the requirement that the candidate shall have a hands-on experience on dealing with EDMS, as conventional Document Controllers are not effective. • Engineer (Material Inspection) for civil and track can be combined as the work is of similar nature and with combined work force there is greater flexibility for their use. 	The applicant is free to add new position and distribute man months as per their own assessment.

				<ul style="list-style-type: none"> • Lab Technicians – Number of positions shall be increased as equal to at least the number of Labs on site or 1 per 50 Km of Alignment. <p>A position of IT Support Technicians is required to manage the IT system related Issues – viz. printers, internet, LAN, softwares, virus, servers configuration etc.</p>	
119	Part-I, Section 7 Terms of reference	70	6.0(c) Category F	<p>Administration Manager</p> <p>Query :</p> <p>This position have been removed, as was considered in previous APL 1&2. We will need this position to manage the administrative and HR functions at the Local Level.</p>	The applicant is free to add new position as per their own assessment.
120	Part-I, Section 2 Instruction to Consultant E. Datasheet	20	11.1	<p>Existing :</p> <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : Yes</p> <p>Query :</p> <p>We understand that 60% of Technical Weightage have been allotted to the CVs – allowing repeat of Key CVs shall dilute the competition among Consultants and their credibility. We would request you to kindly remove this condition to encourage competition.</p>	The provision mentioned in RFP shall prevail.
121	Part-I, Section 7 Terms of reference	63	6.0(b)	<p>Existing :</p> <p>Team Composition- Category A</p> <p>Query :</p> <p>Man-Month allotted for below positions, seems to be on the lower side. We would suggest to kindly enhance the same, as below :</p> <p>K2 Chief Design & Construction Engineer/Civil & Structural Works = 8 – 12 MM</p>	The applicant is free to provide man months as per their own assessment.

				<p>K2 Chief Design & Construction Engineer/Railway Signal & Telecom = 5 – 6 MM K2 Chief Design & Construction Engineer/Track = 5 – 6 MM K2 Chief Design & Construction Engineer/OHE & Traction Power = 5 – 6 MM K3 Chief Safety Expert = 38 MM K4 Quality Assurance Expert = 4 MM</p> <p>Chief Contract Management Expert and Finance Management Expert: We understand that in PMC-APL-3, these two positions stands deleted. Kindly confirm.</p>	<p>Yes, positions of Chief Contract Management Expert and Finance Management Expert are not available.</p>
122	Part-I, Section 7 Terms of reference	63	6.0(b)	<p>Team Composition – Category B Query : Man-Month allotted for K6 Dy. Team Leader/Civil, is 68 months. We understand that this is a Typographic error, since the total duration of the project is 66 Month</p>	<p>Please refer the addendum. Total duration of assignment is 68 months</p>
123	Part-I, Section 2 Instruction to Consultant E. Datasheet & Part-II, Section 8 III Special Conditions of Contract	21 & 121	16.2 & 42.3	<p>Existing : Inflation Factor have been considered only on remuneration Query : We would request you to consider the Inflation on Reimbursable as well, since the same is equally affected by Inflation</p>	<p>The provision mentioned in RFP shall prevail.</p>
124	Part-I, Section 2 Instruction to Consultant E. Datasheet	20	10.1	<p>Statement of Undertaking Query : Kindly provide a Format for the same.</p> <p>Do we need to provide 2 set of declaration, one each in Technical and Financial Proposal</p>	<p>Please refer the response to query no. 24.</p>

125	Part-I, Section 4 Form FIN-4	42	A: Within Project Country	To and Fro, Travelling Charges for AC first class for category A, B Query : We understand that the charges considered for Category A & B is too less. They should be entitled for at least Air Travel and not Railways. Please Clarify	The provision mentioned in RFP shall prevail. Provision already there for Air Travel under special case with the approval of Employer. The applicant is free to include additional reimbursable expense as per their requirement in FIN-4 table C.
126	Part-I, Section 4 Form FIN-4	44	FIN-4 C	Existing : "Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling Query : Please specify, if there is any ceiling for the Per Diem Allowance	Please refer note below FIN 4 A & B for ceiling. There is no ceiling for FIN 4 C.
127	Part-I, Section 7 Terms of reference	53, 54	3.1	Scope of Work Query : In addition to review the designs for the Civil and S&T Works, we envisage that PMC will also review the design for the Electrical Works (as the same is not mentioned under Clause 3.1).	Yes. Please refer Addendum.
128	Part-I, Section 7 Terms of reference	59	3.5 aa	Existing : Training of DFCC Personnel Query : Who is responsible for arranging this Training. Do the Consultant need to accompany the officials for the International Trips? Please Clarify. In case the answer is yes, please confirm, if we need to cost for the Expenses of Travel, etc. in our Reimbursable Expenses	The Contractor shall provide training necessary to operate, maintain, proper use of the asset. PMC shall provide assistance in organizing the training. Requirement of training outside India will depend upon technology/ equipments etc. used in the construction. No cost for DFCCIL personnel is required to be borne by the PMC.
129	Part-I, Section 7 Terms of reference	74	7.5 Table, Sr. no. 19	Existing Required spares, ink cartridges and papers of sizes and types for Scanner, Printer cum	Please refer the addendum.

				Photocopier as mentioned in items 18 and 19 Query : Please clarify if "and 19", is a typo error or otherwise	
130	Part-I, Section 7 Terms of reference	78	7.11	Existing Number of Vehicles provided for Type-A and Type-B Query Vehicles and their Durations are quite on the lower side. Type-A: We understand that this vehicle, One each, will be provided for TL and 3 Dy. TLs – for the minimum man-month of deployment, i.e. 224 (44+66+59+59). 152 MM, as allotted is quite on the lower side. Type-B: 700 Vehicle Month for the entire duration, i.e. Approximately 11 Vehicle for the entire duration. We understand that the requirement of this vehicle will depend on number of Site Locations at which, the Contract Packages will be started, simultaneously. The estimation of 700 VM is quite on a lower side. We would request you to provision at least 100 VM for the same.	Transport facility for PMC services is to be arranged and maintained by the PMC. PMC is required to assess their requirement. Vehicle months mentioned are only for evaluation purpose.
131	Part-I, Section 7 Terms of reference	54	3.2 (a)	Existing "The duties of PMC during the construction period will be that of Engineer" Query : We understand that the Lead firm is the Engineer and Project Director / Team Leader is the Engineer's Representative. Please Clarify	Firm/JV to which contract is awarded is PMC who will perform the duties of Engineer through Project Director/Team Leader. Other PMC team member will be Engineer's Representative for the purpose they are assigned duty by Engineer i.e. by Project Director/Team Leader.
132	Part-I, Section 7 Terms of reference	72	7.3 (2)	Existing DB work contractor will provide office within 90 days Query We would request you to clarify, how would the Consultants work for the starting 90 days of work?	This Para provide responsibility of DB contractor to provide site office within 90 days of Commencement date of DB contract. However if PMC team is mobilized in advance temporary office

					accommodation will be arranged by DB contractor on same line as for his own staff.
133	Part-I, Section 7 Terms of reference	72	7.3 (1)	Query: What about stay accommodation during off-site work supervision?	Para 7.3 (1) and (2) covers the facility provided by DB work contractor for offsite work. If PMC needs any facility beyond this, they can include in Form FIN-4 C.
134	Part-II, Section 8 II General Conditions of Contract	107	20(a)	Standard of performance Query We would like to make the standard of performance be that of reasonable standard of care, diligence and skill instead of efficiency and economy and that the generally accepted standards and practices and technology, methods, equipment and materials be qualified to mean those existing and in generally wide use at the time of the signature of the contract.	Clause 20(a) is regarding the standard of performance of consultant/its sub-contractor during whole period of contract. Clause is quite elaborate.
135	Part-II, Section 8 II General Conditions of Contract	109	25	Accounting, Inspection and Auditing. Query : We would like to ask that there be a limit date to this obligation and the obligation to keep the records. We suggest 3 years after completion of services	Please refer SCC 25.3.
136	Part-II, Section 8 II General Conditions of Contract	109	27	Proprietary rights. Query : We request that the copyright and other intellectual property right over the deliverables and documents stay with the Consultant but that upon payment of Services, the client shall have the right to physical possession, use and disposal of the documents/deliverables provided to the client.	The provision mentioned in RFP shall prevail.
137	Part-II, Section 8 II General Conditions of Contract	112	45.1(b)	Mode of billing and payment. Query : For the interim payments, there is no period for which the client could notify the consultant of any	The provision mentioned in RFP shall prevail.

				deficiency in the supporting documents. We request that the Consultant be notified of any defect or deficiency in the invoice or any of the supporting documents within 30 days after which period the invoices and supporting documents should be considered as being complete and correct and thus deemed due and payable.	
138	General		Bank Guarantees	Bank Guarantees: Query : Please clarify whether in case of a JV, the parties can submit bank guarantees in proportion to the members share in the JV or the client requires only one bank guarantee.	Bank guarantee for advance payment shall be in the name of JV and in Performa of appendix E.
139	Part-I, Section 7 Terms of reference	53	3.0	Exiting : PMC is discharging duties of Engineer as detailed in TOR under different phases of DB contracts as detailed below Query : Can you share copies of the DB contracts, for Consultants to check and clarify any part of the scope that is not clear?	DB contracts are not available at this stage.
140	Part-I, Section 7 Terms of reference	53	3.1	Existing : PMC shall obtain specific written consent of the Client before communicating clearance for all concept design & drawings and GADs submitted by DB contractor Query: Please clarify whether there is a specific duration under the planning for client to give its consent.	Please refer response to query no. 90.
141	Part-I, Section 7 Terms of reference	60	5.0	Existing : Weekly progress report- During project execution phase, a weekly progress report will be submitted by	Objective of assignment and duties of PMC in various phases are mentioned in Para 2.0 & 3.0 of TOR. PMC is required to function to fulfil the duties to achieve objectives of

				<p>PMC regarding progress of DB Contract Works. This report will be submitted in soft copy through e-mail</p> <p>Query : Please clarify what is the expected content of the weekly report</p>	<p>assignment. Reports mentioned are required regularly to know the status of work.</p>
142	Part-II, Section 8 II General Conditions of Contract	105	18	<p>Existing : The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract</p> <p>Query : In the interest of reciprocity and fairness, in the event that the consultant had not been paid for at least 90 days after its invoice without any justified reason (which would be roughly 135 days after the service is rendered), the consultant may have the right to suspend some of its services.</p>	<p>The provision mentioned in RFP shall prevail.</p>
143	Part-II, Section 8 II General Conditions of Contract	109	27	<p>Existing : 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.</p> <p>Query : Please confirm that the reports, materials and other deliverables provided by the consultant should become the property of the client only after full and final payment</p> <p>On the same issue, in as much as the consultant shall be using its own computers and bringing in its own</p>	<p>The provision mentioned in RFP shall prevail.</p>

				software, please confirm that background intellectual property shall not pass on to the client, even if the same may have been used or incorporated in the documents submitted to the client. Background intellectual property shall refer to intellectual property already existing, licensed or patented under the name of the consultant or licensed from a third party or acquired or developed by the consultant independently.	
144	Part-II, Section 8 III Special Conditions of Contract	121	31.2(a)	Existing Approval for the same will be communicated within 10 days by the client. Query : Please confirm that in the absence of any notice from client within the 10 days period, Consultant can consider the non-key expert as being approved.	There is no provision of deemed approval.
145	Part-II, Section 8 II General Conditions of Contract	113	45.1(b)	Existing : the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents Query : Please clarify what supporting documents will be required by the client.	Documents in connection with claim are required.
146	Part-II, Section 8 II General Conditions of Contract	113	45.1(c)	Existing : 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. Query :	Reason of add or subtract will be provided in case it is asked by the consultant. Please refer the addendum also.

				Please confirm that before any such withholding or addition or subtraction in the invoice, the client will provide the consultant with prior notice setting out the reasons for withholding/adding/subtracting to the invoice. This notice should not be more than 30 days after said invoice had been submitted. This would allow the consultant to provide the supporting documents or clarify any discrepancy.	
147	Part-I, Section 2 Instruction to Consultant E. Datasheet	22	17.7 & 17.9	Existing The Proposals must be submitted no later than: Date: 07.12.2015 Query : We would like to highlight the fact preparing bid for such projects requires intense coordination with our Parent Company for their support and time. We kindly request you to postpone the present date of submission by 6 weeks.	Please refer response to query no. 73
148	General			Document control on the project shall be with the Engineer and not contractor as it shall be helpful in maintaining confidential records and processing these during claims/ arbitration.	The provision mentioned in RFP shall prevail.
149	General		Poaching of staff	Poaching of Staff Query : We would request you to kindly introduce a clause in the RFP that No Consultancy Firm can poach any personnel to field in APL-3, from the existing Eastern Dedicated Freight Corridor Project.	The provision mentioned in RFP shall prevail.