

Engaging a Technical Consultant for Setting up Rail Coach Factory at Kancharapara, West Bengal Project: Response to Queries

Sr. No.	Clause No.	Applicants' Query	Authority Response
1.	2.2.1	<p><u>Conditions of Eligibility:</u> Please clarify whether a consultancy company incorporated in India and which is a wholly owned subsidiary of a foreign parent company will be eligible to bid for this consultancy contract?</p> <p>The eligibility criteria (for both technical and financial capacity), including the RFP requirement of providing auditor's certificates (clause 2.2.3) is proposed to be met by either of the foreign group companies of the foreign parent of the Indian subsidiary. Please confirm that this will be acceptable.</p>	Refer Addendum-1.
2.	2.2.3	With reference to the above query, please confirm whether the auditor's certificate issued within the last 5 calendar months will be accepted by the authority?	Yes.
3.	2.14.2	For ease in tender preparation please can you accept recently signed but photocopy / prints of scanned versions of the CVs, which have also been countersigned by Authorised signatory in blue ink?	No change is contemplated.
4.	2.24.1, 3.1.2	Since at the time of tender preparation, we will not know whether any of the proposed personnel will be scoring 70% marks or not, it cannot be guaranteed that an alternative Key Personnel who can score 70% marks will be available to replace the named Key Personnel at the time of negotiations. This requirement may kindly be withdrawn.	No change is contemplated.
5.	6.3(f)	The condition of holding back 10% of Agreement Value unless the PCMA is signed is onerous as the Technical	No change is contemplated.

		Consultant has no control over the bid process for engaging a private sector company for the EMU factory. It is politely requested that this condition is removed.	
6.	Annexure-VI	<p>Since Inception Report is a clear deliverable – we request that 10% of Contract Value is paid on submission of Inception Report.</p> <p>The Payment linked to KD4 could then be altered to 10% of Agreement Value.</p>	No change is contemplated.
7.	2.25.2	In the corporate sector, typically employees have the right to leave their employment giving 30 days notice. Therefore it is impossible to comply with the requirements in these clauses. As a corporate, taking on the risk of a potential 20% and 50% deduction in remuneration for the original key personnel is an extremely onerous condition. It is politely requested that this onerous requirement is taken out of the agreement.	No change is contemplated.
8.	3.1	Please clarify whether the setting up of the EMU Factory also includes the building of township (along with required facilities) for staff working in the factory, as this would have an impact on unit price estimation of EMU.	This will be discussed at RFP stage.
9.	3.1	Please clarify that the 'Technical Consultant' is not expected to provide any accounting, tax or financial advice.	Yes. However, the Technical Consultant will be required to provide estimated unit price of an EMU and shall make his own assessment for requirement of Support Personnel.
10.	3.1	Please clarify that the 'Technical consultant' is not expected to develop a Detailed Project Report for the EMU factory.	Yes.
11.	5.1	Please confirm that there is no requirement for the consultant to set up its project office in the Railway Board	Yes.

		building that is in Rail Bhavan, Raisina Road, New Delhi?	
12.	-	Please confirm that for delivering the consultancy services there is no requirement for the consultant to travel to Kanchrapara and that the entire assignment is to be delivered from the consultant's office with appropriate interaction with concerned IR officials in Railway Board only.	Yes.
13.	-	Liquidated Damages of 0.2% of Agreement Value for delay in each day is excessive. It is requested that this is reduced to 0.1%.	No change is contemplated.
14.	7.1	Appropriation of proceeds of the Performance Security without notice to the Consultant is unfair. It is proposed that this clause is amended to include a 30 day notice period to the consultant intimating about the breach of the Agreement or recovery of liquidated damages, before any appropriation is made.	No change is contemplated.
15.	-	Please provide at least 4 weeks from the date of issue of responses to tender queries, for tender submission date. We will require time to assimilate and assess the responses and to take them into consideration in our tender preparation.	Refer Addendum-1.
16.	2.29	The service to commence within 14 days of the signing of agreement as this is the period needed for mobilisation of key personnel both of whom are expats.	No change is contemplated.
17.	3.1.3	Evaluation on quality basis should be removed as it is highly subjective in order to bring transparency in evaluation process. Define other similar works in infrastructure sector. Minimum marks should be specified for the applicant fulfilling the qualifying criteria as in some case even if the applicant meets the qualifying criteria may fetch zero (especially for no. of Projects).	No change is contemplated.
18.	3.1.4	In definition of Eligible assignment – add rolling stock also.	No change is contemplated.

19.	6.0	Maximum 10 hrs provided for a return journey is considered to be highly inadequate. The replacement of this clause by actual journey time or one day for each leg of journey to be provided.	No change is contemplated.
20.	10.2 & 6.3 (f)	The provision of non-payment of 10% of lump sum fee in case of PCMA not being executed within one year be withdrawn as this activity is beyond the control of consultant.	No change is contemplated.
21.	2.9.2	The period of remedy for authority should be restricted to 30 days instead of 45 days as mentioned to bring both consultant and authority at par. This will be on reciprocal basis as provided in Cl 2.9.1 for consultant.	No change is contemplated.
22.	4.2.2	The cap of one week on adjustment period of the person's deployment be removed as the key persons deployment has been asked for 2 weeks for consultations and minimum 4 days for meeting with the authority. This is more so as the consultancy is to last for 18 weeks active time and 34 weeks passive time.	No change is contemplated.
23.	7.2.1	50 % LD on account of error /variation is considered as onerous as this can be highly subjective. It is requested that penalty on this account be limited to 5% maximum subject to agreement between parties on variation/error.	No change is contemplated.
24.	7.2.2	LD on account of delay should be limited to 0.5% per week of delay against provision of 0.2% of delay per day. The maximum penalty on this account be limited to 5 %.	No change is contemplated.
25.	9.4.1	The reference to Rules of Arbitration of the international centre of alternate dispute resolution be deleted as arbitral proceedings have to be as per Arbitration and Conciliation act 1996	No change is contemplated.
26.	9.4.3	This should be subject to section 34 of the Arbitration and Conciliation act 1996.	No change is contemplated.

27.	6.3 Annexure-6	<p>The payment terms be revised as under :</p> <table> <tr> <th>Key date No.</th><th>Deliverable</th><th>Key date</th><th>Payment</th></tr> <tr> <td>KD1</td><td>Inception report</td><td>7</td><td>10%</td></tr> <tr> <td>KD2</td><td>Review & modification of the manual and the PCMA</td><td>45</td><td>50 %</td></tr> <tr> <td>KD3</td><td>Assistance in bid process</td><td>126</td><td>30 %</td></tr> <tr> <td>KD4</td><td>Completion of services</td><td>210</td><td>10 %</td></tr> </table>	Key date No.	Deliverable	Key date	Payment	KD1	Inception report	7	10%	KD2	Review & modification of the manual and the PCMA	45	50 %	KD3	Assistance in bid process	126	30 %	KD4	Completion of services	210	10 %	No change is contemplated.
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28.	Appendix-I Form-3	Not very clear about the Statement of Legal Capacity. It is understood that this is required only in case of a consortium. Please clarify?	Yes.																				