

Comment on Queries received from various consultancy firms before Pre-bid conference

S. No.	Clause	Pg. No.	Heading	Query	IR comment
1.	1.1.7	9		Pls confirm that detailed designs (including drawings), manufacturing and production drawings for the manufacture of Alstom-LHB coaches at the Rae Bareilly coach factory, will be made available to the consultant by Indian Railways, since the Alstom-LHB technology has now been completely acquired by IR.	Design details including drawings/ manufacturing drawings relevant to the consultancy will be made available to the Consultant on commencement of consultancy.
2.	1.1.7	9		Are their any design changes/modifications (for example – biological toilets, Controlled Emission Toilets etc) to the Alstom-LHB technology which was acquired by IR which will need incorporating into the RFP? If so, will these changes be provided to the consultant or is their an expectation that the consultant will undertake the design changes? Fundamentally please clarify whether the consultant is expected to develop or undertake any design changes to the base Alstom-LHB coach design, before they are incorporated into the RFP for the EPC contract?	Design changes, if any, relevant to the consultancy assignment will be made available to the consultant. Design changes are not included in the scope of consultancy.
3.	1.1.9	9		Has IR developed any concept designs or outline technical specifications for – double Decker coaches, air suspension bogies, couplers and SPART, which are to be acquired by Procurement cum-ToT contract? Has IR developed their business requirements regarding how many of the items will need to be acquired by procurement (straight import) and how many of them will be required to be manufactured in India?	Technical specification of rolling stock and requirement will be given by IR.
4.	1.1.11	9		Can copy of the detailed estimate be shared with us, for us to understand and assess the additional work that will be	Refer para 1.1.11

				required to be undertaken by the consultant unless there is an expectation that the consultant should ignore IR's detailed estimate and begin work from scratch?	
5.	1.2	9	Request for proposal	There is an opportunity to introduce modern manufacturing processes with improved distribution and allocation of technician and managerial staff at the coach factory. Please clarify whether IR expects that the staff and departmental organisational structure of RCF, Kapurthala is to be replicated at the Rae Bareilly coach factory or whether IR will be open to embrace international best practise in this area?	Refer S.No. 2, Corrigendum 2
6.	1.2	9	Request for proposal	Whilst not explicitly stated here, it is inferred that the Detailed Project Report will need to include plans and estimates for electric power supply requirements for the township and the factory? Please confirm.	Yes
7.	1.4	10	Availability & Cost of RFP	Please clarify whether each and every member of a consortium and a sub consultant to the consortium or to the Lead Member, has to submit a demand draft for INR 20,000 with the tender submission?	Refer clause 1.4
8.				Please can IR provide an indication of the budget that they have for this consultancy assignment?	No
9.	2.13.2 (d) ; 2.20.5 (h)	24, 29		The requirement of signing of CVs in blue ink is onerous. For international companies bidding in consortium with Indian companies, trying to comply with this requirement before the tender submission deadline is difficult. Please can this requirement be withdrawn?	Not acceptable.
10.	2.13.6	24		It is impossible for any one of the technical experts – Rolling Stock or Mechanical to be an expert in all the subject areas of the scope of work. It is therefore suggested that the tender evaluation criteria be	IR has indicated minimum requirement of key personnel for evaluation purpose.

				expanded to include all members of the 'Professional Personnel Team'.	Consultant is free to source activities/ deploy additional personnel as per the requirement of consultancy assignment.
11.	2.14.2	25		It is requested that where the flight time is more than 6 hours, airfare for at least premium economy class (or equivalent) is reimbursed.	Not acceptable
12.	2.1.3	12, 13		The responsibilities of Key Personnel have been defined as 'available for consultation with MoR officials'. Does this mean, where the Key Personnel are not resident in India, they will need to fly down to Delhi, as and when, required by MoR or a consultation over teleconferences will be acceptable?	Consultation over Teleconference is acceptable. Relevant provisions indicated in the document about physical presence are mandatory.
13.	2.14.2 and D-I, Appendix II, Form 2	25, 106		If consultation over teleconferences is not acceptable, then the condition of not including any qualifications/assumptions to the Financial Proposal and the limit of reimbursement of only 3 return economy class air fares will be difficult to fulfil. This is because it will be impossible to estimate the number of times the Key Personnel will be required in Delhi. If this risk is to be borne by the consultant, the result will be that the price will have to increase to cover this uncertainty. It is proposed that IR allows for at least 5 return premium economy class airfares and the return airfares, hotel, food and local travel expenses for any additional visits, to Delhi, to meet IR requirement for the Key Personnel to make themselves available for consultations, is also reimbursed by IR.	Refer S.No. 6 Corrigendum 2.
14.	2.15.8	26		The assignment duration is over 3.5 years. Whilst it will be possible to keep the quoted rates unchanged	Not acceptable.

				over the contractually agreed assignment duration, it is requested that extensions to the assignment duration, which are not directly attributable to the consultant, should allow the consultant to increase the rates for work done after the contractually agreed assignment date is passed.	
15.	2.24.1; 2.24.2; 2.24.3; 4.3	30, 31, 67		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 three clauses. As a corporate, taking on the risk of a potential 10% reduction in contract value, if a Key Personnel is substituted, again implies that the quoted price will have to be increased to mitigate against this uncertainty. It is politely requested that these onerous requirements are taken out of the agreement. Whilst all endeavours will be made to make sure that the proposed Key Personnel are available at the start of the assignment we might have to carefully review whether we submit a bid with these conditions in the contract agreement.	Refer S.No. 7 Correigendum 2
16.	6.7	38		To continuously improve our service offering, we required feedback on our submitted tenders. As a professional organisation, such feedback from our clients enables to improve our capabilities and also enables us to modify/change aspects of our bid to increase our chances of success in the future. We would appreciate if MoR can provide feedback, in case a consortium/corporate is unsuccessful after the selection process.	Not agreed.
17.	2.1.1	40	Advisory on EPC Agreement	Does the bid document also need to specify what subassemblies will necessarily be manufactured within the factory and what items can be procured from the vendor base? For example can bogie assemblies, seats etc be procured from outside vendors? Will	Make or buy decision will be made by IR taking into account recommendatio n of the consultant. Bid

				guidance in these aspects be provided by IR or is the consultant expected to come up with its own scheme for the manufacturing process?	document for EPC contractor will specify major components/ assemblies that will be manufactured in the Factory.
18.	2.1.3	41		The support required here is open-ended. It is proposed that the consultant be allowed to make an assumption of the man-days effort required and propose this in the tender. Any support (remote or based in Delhi) over and above this assumption will need to be additional cost for which the consultant will be reimbursed.	The scope of support required from the consultant is specified.
19.		40, 46		The understanding from the ToR suggests that a number of activities from the Procurement-cum-ToT agreement and all the activities (currently mentioned in the RFP and to be included in the future) in the BOT agreement are to be undertaken in the Production Unit (the new coach factory). This would require careful planning of all resources to be included in the design of the production unit. In light of this the milestones at KD10 and KD15 cannot be before KD4. It is proposed that either KD10 and KD15 are at KD4 or after KD4 i.e. after 150 days.	Refer S.No.13 Corrigendum 2.
20.		44		What is the time period between KD7 and KD8; between KD12 and KD13; between KD17 and KD18? That is, what is the intended/planned time period for inviting tenders for each of the 3 contracts?	The time period between issue of RFP and Proposal Due Date will be in accordance with International norms.
21.	2.5	42	Assistance in bid process	Please confirm that MoR requires no assistance during the negotiation process for each of the 3 contracts and the support required is limited to the items listed in the clause.	The consultant will not be associated with negotiation process.
22.	5.1; Appendix-	43, 106		Clause 5.1 on pg 43 indicates that for additional services, agreed	Refer S.No.23 Corrigendum 2.

	II Form-2			man-day rates shall be reimbursed, however Appendix-II Form-2 Financial proposal has no provision of proposing/indicating the man-day fee rates for the Professional Team. Form-2 therefore needs to be modified for the consultants to propose the man-day fee rates.	
23.	5.1	43		It is proposed that for additional services, return air fare of premium economy class travel is reimbursed where the flight time is more than 6 hours, one way.	Not acceptable.
24.	1.8	53		Some of the work related to the consultancy could be performed at consultant's home office base for cost efficiency, therefore this clause needs to be modified suitably.	No modifications considered necessary.
25.	6 ; 3.11	46, 66		Please confirm that there is no requirement for the consultant to set up its project office in the Railway Board building, that is in Rail Bhavan, Raisina Road, New Delhi?	Confirmed.
26.	7.2.3	70		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.	Refer S.No. 18 Corrigendum 2.
27.			Clause 2.1.1 – “The term applicant (the “Applicant”) means the Lead Member of the Consortium and Clauses 2.2.2 (A) and 2.2.2(B)	It is requested that MoR may kindly consider the credentials of all consortium members including the lead member for evaluation of Technical Capacity specified in Clause 2.2.2.	Please refer c clause 3.1.3,page 32

28			Clause 2.2.2(D) – Conditions of Eligibility Criteria for Mechanical Expert-“He should have participated as Rolling Stock Expert for one relevant Eligible Assignment	MoR may please confirm that the same should read as “He should have participated as Mechanical Expert for one relevant Eligible Assignment”.	Rolling Stock Expert means mechanical engineering expert in rolling stock including coaches, EMU/DMU/ME MU and Metro coaches.
29			Clause 2.12.3 and Clause 2.15.1	To avoid confusion, MoR may please confirm that the authorized signatory of the Applicant only has to initial each page of the Proposal and not sign each page.	Confirmed. Initial will be sufficient except on the financial proposal which should be signed in full.
30			Clause 2.20.5 (Test of responsiveness) “(a) is received as per the Form-I at Appendix-I (Technical Proposal) and Form-II at Appendix-II (Financial Proposal)”	MoR may please confirm that Form-1 and Form-2 given at Appendix-II of the RFP document have to be placed in the packet marked “Financial Proposal”.	Confirmed.
31			Clause 2.24.2, Clause 4.3 (Schedule-2) and Clause 1.3 (Annex-2 of Schedule-2)	There seems to be a discrepancy in the stated clauses. MoR may please confirm the percentage reduction of agreement value for each substitution of Key Personnel.	There is no discrepancy in the clause.
32			Clause 5.1 (Schedule-1)	It is understood that the consultant would not be required to set up a separate project office in Delhi if it has its own office in Delhi/NCR. MoR may kindly confirm the	Refer S.No.14 Corrigendum 2.

				same.	
33.			Clause 3.4.3 (Schedule-2) “This limitation of liability shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.”	MoR may please consider deleting this provision as the services are to be provided by the consultant to MoR only and no Third Party is expected to rely on advice/assistance provided by the consultant to MoR.	Not acceptable
34	3.1.4	33	<p>(i) As per RFP Para 3.1.4(a) In the case of Applicant: Consultancy for EPC Contract or infrastructure project valued at more than Rs. 500 crore (USD 100 Million);</p> <p>(ii) As per RFP Para 3.1.4(a) In the case of Applicant: Experience of EPC contract/infrastructure</p>	<p>(a) Does it exclude Railway sector projects as ‘<i>Note to this Para at pg 34 mentions: “Infrastructure Project includes highways, power plants, port and airport”?</i>’</p> <p>(b) Is there any specified time period for execution of such eligible assignment?</p> <p>(c) whether due weight-age will be conferred in recognition of significant & relevant in-house capacity and capability / expertise of the Consultant to support the project in contrast with a firm bereft of any such expertise/assets/ regular line of business and expected to assemble a short term small group from outside sources for the project?(a) Would experience of only EPC contract/infrastructure project in highways, power plants, port and airport devoid of any experience of Railway Rolling Stock/ Workshop M&P procurement qualify at all?</p>	<p>Refer S.No. 10 Corrigendum 2.</p> <p>No clarification envisaged. No change in relevant provision is envisaged.</p>

			project/procurement contracts for Railway coaches including Metro Coaches, Diesel or Electric Multiple Units , valued at more than Rs. 500 crore (USD 100 Million) each.		
35	2.2.2 (D) & 3.1.4 (b)	14 & 33-34	<p>Para 2.2.2 (D) specifies experience on eligible assignments as follows-</p> <p>He should have participated as Domain Expert (Procurement/ Rolling stock/ Mechanical/ Legal/ Financial/ Structural/ Civil Engineering and PPP/BOT Expert) for one relevant Eligible Assignment.</p>	Does relevant 'Eligible Assignment' in case of Key personnel refers to 'Eligible Assignments' as detailed in Para 3.1.4 (b) to (i) pg. 33-34 respectively?	Yes.
36	3.1	32		As per RFP Para, the scoring criteria state, 'Marks will be awarded on a relative scale with the Applicant/Key Personnel with the maximum number of Eligible Assignments will be awarded 100% marks and the remaining	No change.

				Applicants/Key Personnel will be awarded the marks on a reducing proportionate scale in terms of number of their Eligible Assignments with reference to the number of Eligible Assignments of the Applicant/Key Personnel with the maximum number of Eligible assignments'. Therefore differential weight-age must be accorded.	
37	2.2.2 (B)	14	Para 2.2.2 (B) pg.14 specifies the criterion for financial capacity of the applicant.	(a) The rationale for the qualifying criteria of USD 10 million or Rs.50 Crore per annum minimum income may kindly be clarified. (b) Also what amount or proportion of this minimum income should accrue exclusively from Relevant Activity i.e. Railway Infrastructure / Workshop Projects?	No clarification required.
38	1.1.11	9	Para 1.1.11 pg. 9 states, 'MOR will make available to the Consultant its own Detailed Estimate for reference and use and will facilitate visit to its existing production units for collecting such information/details as may be necessary for the consultancy assignment'.	a) Will MOR make available its own draft Lay-out plan for factory as well as township along with its Detailed Estimate for reference? b) Will MOR specify product mix to be manufactured at RCF/ RBL? c) Will MOR specify extent of outsourcing of major coach components? d) Will MOR specify percentage of employees to be housed in the township and their entitlement?	No clarification required.
39	1.1.9	9	Para 1.1.9 pg. 9 states, 'MOR will separately acquire new	a) Will MOR make available broad technical parameters and quantities to be procured? b) Will MOR specify product mix of double-decker coaches, air	Yes.

			technology in areas such as double-decker coaches, air suspension bogie, coupler and Self Propelled Accident Relief Train (SPART) through Procurement -cum- TOT Contract (the Procurement -cum-TOT Agreement). The Technology so acquired will be used in this or any other Production Unit of Indian Railways.	suspension bogie, and Self Propelled Accident Relief Train (SPART) etc to be produced at RCF/ RBL with new technology?	
40.	5.2	43		Para 5.2 pg. 43 prescribes The Key Dates and payment schedule linked to the specified deliverables. Considering the quantum and complexity of work involved and requirement of concurrent work on all three assignments e.g. EPC agreement, BOT agreement and Procurement-cum-TOT agreement, suggested Time schedule and payment schedule may be revised.	Refer S.No. 13 Corrigendum 2.
41	7.2.1	70	Para 7.2.1 pg. 70 specifies Liquidated Damages for error/variation to be quantified by MOR in a reasonable manner and recovered from the Consultant,	Suggestion to reduce this value	Not agreeable

			subject to a maximum of 10% (ten percent) of the Agreement Value.		
42	7.2.2	70	Para 7.2.2 pg. 70 specifies Liquidated Damages for delay not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value.	Suggestion to reduce this value	Refer S.No. 17 Corrigendum 2.
43	5.1	67	Para 5.1 pg. 67 specifies Assistance in clearance etc.	Will MOR provide assistance in obtaining visas to Consultant, its Sub-Consultant and Personnel?	No.
44	1.1. 7	09		Does the MOR envisage an upgrade in the technology of LHB coaches acquired more than a decade ago?	No major change is envisaged.
45	1.1.8	09		What is the extent of land available for the development of the factory and residential complex? When is the site plan likely to be made available to the Consultants? Is there any master plan/phasing plan for land use and infrastructure planning and development available? If not, then in whose scope will that be covered?	%IR has already acquired 473.087 Ha of land and 71 Ha is under acquisition. Pl refer TOR for scope of work.
46	1.2 & 2.1.1	09 & 40-42		Para 1.2 envisages that the Consultant will be required to design the Production Unit including	The scope of work for the consultant is in accordance with

				township and prepare the BOQ. Para 2.1.1 puts this responsibility on the EPC contractor. There appears to be a conflict. The responsibility of the Consultant in the matter of detailed design needs to be clearly defined. Also, if the Consultant has to do the detailed design, it will no longer be an EPC contract.	TOR.
47	1.1.9	09		The expected speed potential of the double-decker coaches and SPART vehicles to be manufactured in this factory may please be advised.	Working speed 160 KMPH. Testing speed 180 KMPH. And capability upto 200 KMPH
48	1.1.10	09		Will the EPC Contractor be allowed to bid for the painting facility proposed under BOT RFP? How is the interface between the two proposed to be regulated since on that will depend the proving of the capacity of the factory for which the Consultant and the EPC contractor are responsible? It is for consideration that the paint shop may be made integral with the factory.	The EPC contractor will be asked to quote the cost for setting up complete factory including facilities for garnet blasting and painting of coaches. MOR will take a call as to who will set up these facilities (EPC or BOT contractor) based on progress/success of bid process for BOT contract.
49	1.1.11	09		When will MOR make available its own detailed estimate to the Consultant?	On commencement of consultancy assignment.
50	1.5 & App-II	10 & 10 4		Cl. 1.5 provides for validity of the proposal to be 120 days from "Proposal Due Date (PDD)" whereas in Appendix-II, Financial Proposal, the validity stipulated is 90 days. The correct validity period may be advised.	Refer S. No 22 Corrigendum 2.
51	2.1.1 &	12		Mott MacDonald Private Limited	No. The

	2.2.1	& 14		India (IMM) is a fully owned subsidiary company of Mott MacDonald Group, U.K. It is presumed that the experience of the entire Group would be counted as experience of IMM as an 'Applicant'. This may please be confirmed.	experience of only the legal entity which has executed the project can be used for the purpose of credentials of the 'Applicant'.
52	1.8 & 2.9.1	11 & 22		MOR has stated in Cl.1.8 that the queries will be replied to by 15.10.2009. It has said in Cl. 2.9.1 that MOR will respond to the queries not later than 7 days before the PDD, ie. 16.11.2009. The correct position may be advised.	MoR will endeavour to reply Queries by 16.11.2009 but not later than 7 days before the PDD.
53.	2.2.1	41 & 42		MOR has to provide the Technical Specifications. It may be advised by when these will be provided to finalise the RFP for the painting contract.	Any information after RFP document will be provided after commencement of consultancy assignment.
54.	5.2	43		The time frame given for the Detailed Project Report (KD3) is 120 days which appears less for the given scope of work. The time period for the same may be increased to 180 days.	Not agreeable
55.	5.2	43		The Detailed Project Report (KD3) will be for the entire project and will include the 'BOT' and 'Procurement cum TOT' works. Its key date of submission is 120 days. The key dates of submission for BOT (KD10) and TOT ((KD15) works are both 75 days. This appears anomalous since these dates cannot be earlier than 120 days. The matter may be clarified.	Refer S.No. 13 Corrigendum 2.
56.	5.2	43		Design requirements for provision of essential support facilities such as hospital/auditoriums and sports facility to be provided by MOR.	Yes.
57.	2.9.2(a)	58		The period of 45 days may be	Not agreeable

				made 30 days to conform to the time period mentioned in Cl. 6.3(c) since the bill itself is written notice for payment.	
58.	2.24.2, 4.3 & 1.3.	31, 67 & 80.		For replacement of one key personnel with approval of MOR, clauses 2.24.2 and 4.3 stipulate reduction of Agreement Value by 10% while Cl.1.3 (p.80) stipulates 5%. This needs clarification. Also, 10% (or 5%) reduction should be of the fee of the person replaced and not of the full Agreement Value. This may please be confirmed. It may also be clarified that no reduction would take place in case of incapacitation on medical ground, ill health and death.	No change in the provision except S.No. 19 Corrigendum 2.
59.	3.1.4	33		For the Applicant, the eligibility criteria is that he should have done consultancy for EPC contract or infrastructure project valued at more than Rs.500 crore. It may be clarified that 'infrastructure projects would also include procurement contracts for Railway coaches including Metro coaches, Diesel or Electric Multiple Units and Diesel/Electric locomotives valued at more than Rs.500 crore. It may also be clarified whether the experience would be counted only for completed works or also for works in hand/progress such as redevelopment of world class stations at New Delhi and Patna.	Experience will be counted only for completed works. No further clarification is necessary.
60.	5.0	43-45		The key date for the deliverable KD4 is dependent on the time taken by the Client for conveying approval to KD3, i.e. "Detailed Project Report". The time schedule for conveying approval to KD3 may be indicated. The time frame of 30 days for KD4 'detailed estimate and BOQ' to start upon approval of DPR. It is requested that instead of having a common Delivery Schedule for all the three RFPs, namely, EPC,	Not agreeable

				<p>BOT and TOT, separate payment schedules may be prepared for each of these. This will help in ensuring that payments are not unnecessarily held up.</p> <p>The lump sum fee for each of three activities may also be separated.</p>	
61	6.3(c)	69		<p>The interest that would be payable to the Consultant if his payment is delayed beyond 30 days may be indicated. It is submitted that a provision of 3% above the PLR of banks was made in the RFP for setting up of an electric locomotive factory at Madhepura, Bihar and procurement-cum-maintenance contract for electric locomotives. The same could be adopted.</p>	No payment of interest is envisaged.
62.	7.2.1 & 7.2.2	70		<p>Liquidated damages (LD) should be applicable only on the amount due for a particular service which has been delayed by the Consultant and not on the entire contract amount. As the three RFP's contemplated constitute three different services with different deliverable dates, the LD should be applicable only on the cost of the particular service delayed. Clause 7.2.1 envisages LD upto a maximum of 10% of the Agreement Value. Clause 7.2.2 envisages LD upto a maximum of 5% of the Agreement Value. The total LD of 15% appears to be very high compared to a maximum of 10% in normal contracts. This may please be reviewed.</p>	Refer S.No.17 Corrigendum 2.
63	9.4.1	72		<p>The arbitration proceedings should be as per The Arbitration and Conciliation Act 1996 and the Rules thereof. Reference to Rules of arbitration of the international centre for alternative dispute resolution or such other rules as may be mutually agreed by the parties may be removed from this clause.</p>	No change is envisaged.

64	9.3.3 & 9.4.4	72		These provisions should be subject to the provisions of The Arbitration and Conciliation Act, 1996.	No change is envisaged.
65				Will MOR provide its compendium of specifications drawn by COFMOW for reviewing the specification for Machinery and Plant to be installed in the factory to facilitate the work and ensure early completion?	Not agreeable
66	KDs 8,13, & 18	44		The time given for evaluation of EPC bid, BOT bid and TOT bid of 15 days prima-facie appears to be too little. It is requested that the same may be enhanced to at least 60 days.	No.
67	General			Please clarify the components to be developed under EPC and BOT separately.	Please refer TOR schedule 1
68	1.1.10	9		Please confirm whether the said activities would be on BOT basis or O&M contract. In case of BOT, please confirm if the selected consultant is required to undertake the bid process management for such activities.	Please refer to Terms of Reference.
69	1.1.11	9		Please clarify whether the detailed estimate provided by MOR would also include detailed design.	No.
70	1.2	9		Our understanding of an EPC contract is that the consultant/MoR would only provide the performance parameter and specifications to be followed and the detailed designing would be done by EPC contractor. Please clarify.	Please refer to the Terms of Reference for scope of work of the consultant.
71	1.2	9		Our understanding of Detailed Project Report (DPR) is the feasibility study for the project that is for the bidding purpose only. Please clarify.	No, It is the detailed final working report for setting up Rail Coach Factory on turn key basis.
72	1.2	9		Please clarify if any independent engineer would be appointed for checking the design/drawing prepared by consultant or if MoR would check the design/drawings	MoR will approve the design/drawing submitted by the consultant.

				through its technical department.	
73	2.1.3	12 & 13		Responsibility set out for the Rolling Stock Expert is not relevant. Please clarify.	No change is envisaged.
74	2.1.3	12 & 13		Our understanding of designing/detailing is only the conceptual design and drawing. Please confirm. We understand that the consultant is not expected to prepare the working level drawing for the project. Please confirm.	Please refer to Terms of Reference.
75	2.24.2	31		We request you to allow the consultants to substitute the Key Personnel under exceptional circumstances without any financial implications.	Refer S.No.7 Corrigendum 2.
76	3.1.3	32		We request to specify either a minimum marks for just qualifying CV or maximum number of project for obtaining the maximum marks.	No change is envisaged.
77	3.1.4c	33		We request you to modify the criteria of “annual capacity of 200 coaches” to “any coach manufacturing unit”.	Not acceptable
78	3.1.4d	33		We request you to also allow Mechanical Expert who has experience in other sectors.	Not acceptable
79	3.1.4	34		Our understanding is that the industrial corridor, urban metro etc. shall be considered among infrastructure projects. Please confirm.	Refer S.No.10 Corrigendum 2.
80	5.2	43		Please clarify the timeline for consultant’s role in the Project for each of the components i.e. EPC, BOT and ToT.	Please refer to clause 5.2 Schedule I
81	5.2	43		We request you to limit the role of the consultant till LoA rather than “Commissioning of Factory”.	Not agreeable.
82				The deliverables expected as per your RFP includes Architectural drawing and design of building layouts of factory and township, land scaping, aesthetics, etc. We suggest an assignment of this nature would require an experienced architect with the minimum educational requirements for this role being a	No change is envisaged.

				degree in Architecture (B.Arch)	
83				The RFT states the required qualification is for the structural expert is BE.Civil. Considering the complexity of the assignment we suggest that Civil Engineer with a Masters Degree in Civil Engineering (Structure) would be more appropriate and should be the minimum requirement for the Project.	No change is envisaged.
84				Since the project will involve considerable online communication flow it is desirable to include a requirement for an IT expert, responsible for establishing the infrastructure for networking and assisting with information technology implementation. An expert with a Masters Degree in Electronics & Communication would be desired.	No change is envisaged.
85				We also note that the estimated cost of the Project is not referred to in the RFT. In order for us to quote competitively a breakdown of the estimated cost of the Project by discipline (Mechanical, Civil etc) would be of great assistance.	Estimated cost of setting up the Factory is about Rs. 1700 crores.
86	4.0	43		It may be confirmed that Consultant will not have a role in evaluation of technical bids received.	Refer scope of work under Terms of Reference.
87	KD 20 KD 20 KD 20	45 78 83		Release of last 10% of consultant's dues is proposed to be paid after commissioning of the factory, although no role is assigned to the consultant during construction of the facility. It is unfair and may be considered for change to 'on award of contracts'	No change is envisaged.
88	2.1.3			We request the Department to kindly specify the Minimum Man-month requirements for the key professional staff and sub-professional staff to be provided for the assignment in order to bring all the consultants to a common platform.	It will be the judgement of consultant based on scope of work.
89		96		Form-5 specifies that the certificate from Auditor is required	No change is envisaged.

				to be furnished. We request the Department to kindly consider the certification from Auditor/Chartered Accountant/Chief Financial Officer of the firm in place of the certificate from Auditor.	
90	3.0 3.1	76 & 10 6 07 & 18 27		We understand that preparation of detailed project report for construction of the production unit including township forms a part of the Consultant's scope of work. However, Form-2 of Appendix-II does not have any provision for the cost of various engineering surveys and investigations like topographical surveys and geotechnical investigations which would be required for preparation of the Detailed Project Report. Please clarify.	Refer S.No. 3, Corrigendum 2.
91				Louis Berger Consulting Pvt. Ltd., India is a subsidiary company of the Louis Berger Group, Inc., USA. Please confirm if we can submit the proposal in the name of the company registered in India and the credentials of the parent company will be considered for evaluation.	No. The experience of only the legal entity which has executed the project can be used for the purpose of credentials of the 'Applicant'.
92	2.24.2	31	Substitution of Key Personnel	is availability of all key personnel required till issue of LOA to successful EPC Bidder/BOT Bidder/Technology provider (Key date no. KD9/KD14/KD19) only or up to implementation of the agreement (Key date no. KD20)?	Refer S.No. 12 Corrigendum 2.
93			Eligible Assignments in the case of financial expert	is experience of drafting of financial aspects of concession agreements or procurement contracts or Tariff Based Bidding contracts for foreign Government of over Rs. 200 crore (USD 50 Million) shall qualify?	Only Tariff Based Bidding contracts are required to be for Government of India. Concession Agreements or Procurement Agreements valuing more than Rs. 200 crores (US \$ 50 million) for foreign entities

					are eligible.
94	2.1.1	40	Scope of Service	<p>Suggestion: The bid document for engagement of EPC Contractor should include Tender drawings adequate enough for the purpose of inviting International Competitive Bidding. As the work progresses, several inputs shall be forthcoming from EPC contractor also for finalization of detailed drawings, especially in workshop complex. Balance of the detailed drawing shall be prepared by the consultant after award of the EPC Contract.</p> <p>Further a confirmation on the following clarifications made during pre-bid conference may be given-</p> <ol style="list-style-type: none"> 1. Consultant shall not be required to do any PMC related work. 2. Consultant shall not be required to verify Measurement Books (MB) 3. BOT capacity proving not to be done by the consultant. 	<p>No change is envisaged.</p> <p>1, 2 & 3 are confirmed.</p>
95	<p>1.1.8, 1.2</p> <p>1, 2.1.1, 2.2.1</p> <p>1, 2.1.1, 2.1.3, 2.2.1</p>	<p>9</p> <p>40, 41</p> <p>73, 74, 75</p>		<p>(i). For the main contract, it has been specified on one hand that it will be a turnkey EPC contract, while on the other hand it has been mentioned that work will be executed as per design prepared by the consultant. The two concepts are contradictory as per internationally known meaning of an EPC contract. In fact in EPC contract we need to give performance specifications of the total project as such and no designs are required to be given. Even the contractor may not need to get the designs approved from client as he is responsible to operate and thereby prove the output specified for him. In case consultant is to give detailed designs, main contract will be a simple construction and</p>	<p>Refer terms of Reference for scope of work of consultant. The BOT facility will be transferred to IR after the contract period.</p>

			<p>installation contract. Cost of foundations etc. of machines will get covered by item for Supply and installation of machine including its foundation and power supply or compressed air connections etc. and this design by consultant may not be practicable.</p> <p>(ii). Proposed contract for outsourcing of a couple of items has been mentioned as BOT at some places and BOT / PPP at other places. It may be clarified –</p> <ul style="list-style-type: none"> • If it is proposed to be a BOT (Build Own/Operate and Transfer) contract, is it envisaged that facilities created will be later transferred to IR? • If it is proposed to be PPP (Public Private Partnership) , is it envisaged that the facility will be set up with a joint venture with an equity share of IR? 	
96	1.1.7	9	<p>(i) Please confirm that bidders will be provided with Project Report of RCF, Kapurthala, detailed Estimate prepared for RBL Coach Factory, Layout of Rae Bareli Factory land and status of land acquisition, boundary wall layout, rail connectivity layout and point at which railway line will enter the factory,</p> <p>(ii) Please also confirm that bidder will have access to drawings and specifications of important machines and LHB / TOT material like drawings, photographs and videos, etc. Please confirm that the consultant will be supplied codes and manuals and other references if any as well as norms for housing of personnel of such production units on IR.</p>	<p>Confirmed.</p> <p>MOR will act as a facilitator by providing such information and reports/manuals /codes to the extent available and considered necessary for successful completion of consultancy assignment.</p>

97	1.1.10	9		The activities to be outsourced, as firmed up, may please be indicated	To be provided during the course of consultancy.
98	2.1.1	12		(i). Please confirm that the applicant will be the consortium and not the lead member, as per discussion in the pre bid meeting (ii) While a legal expert has been provided for in the list of key personnel, it has also been provided that the bidder must form a consortium with a law firm. As major work is designing and drawing and legal assistance may be required only in the end for a check on bid documents prepared by technical team, this stipulation of forming a consortium with a law firm may be reviewed and not made mandatory.	Refer S.No. 16 Corrigendum 2 No change is envisaged.
99	2.1.3	12		It is felt that making Procurement Expert as Team Leader may not be in best interest of consultancy, where major work will be Design of the coach Factory. Please consider giving option to the consultant to nominate team leader out of the experts or nominate Rolling Stock Expert / Mechanical Expert as TL.	Refer S.No. 16 Corrigendum 2.
100	Legal Expert	13		Legal expert Is supposed to be available for entire period of consultancy assignment but the total period of consultancy assignment has not been indicated. As has been stated above, his need will arise only after technical parameters have been examined and laid down, designs and specifications have been finalized and draft bid documents have been prepared. Legal expert may remain unutilized for most of the time if	Refer S.No. 12 & 5 Corrigendum 2.

				employed throughout the consultancy contract	
101	3.1.3	32		<p>(i) The weight-age laid down for Procurement expert, Finance Expert, PPP Expert and Legal expert is 42 while that of Rolling Stock, Mechanical and Civil experts is 28. As work involved in designing the factory and colony structure, factory lay out, world class manufacturing processes, machines, jigs and fixtures etc. will be much more than that of writing bid documents, it is requested that these weightings may be reviewed.</p> <p>(ii) Regarding scoring for key experts, only reference to eligible assignments has been given. Breakup of elements for scoring purpose e.g. Professional qualification, Total experience and experience in eligible assignments etc. may please be advised.</p>	<p>No change is envisaged.</p> <p>No change is envisaged.</p>
102	2.24	30, 31		<p>(i) Considering the nature of the consultancy assignment and typical industry practice, maintaining the apex team for long duration is not practicable. Replacement of Experts with equal experience and qualification may therefore be permitted after twelve months without any penalty.</p> <p>(ii) It may be confirmed that 10% of penalty specified in clause 2.24.2 will be in the form of reduction in agreement value for that expert only and not agreement value for the whole contract.</p>	<p>Refer S.No. 12 Corrigendum 2.</p> <p>No, it is of Agreement Value of whole contract.</p>
103	1 and 2.1.1	40		<p>As the preparation of Designs and Drawings are expected to take most of the time and effort, the deliverables for these elements may please be detailed, covering the following aspects –</p> <ul style="list-style-type: none"> • Design of machine 	<p>Refer S.No. 11 Corrigendum 2.</p>

				<p>foundations will be for specific make of machines that may be procured by the contractor and therefore its design may not be practicable in pre tender stage.</p> <ul style="list-style-type: none"> For buildings in the proposed township, whether architectural plans and reinforcement plans and other construction plans will also be prepared by consultant. 	Yes
104	3.11 and 6.2	46		Please confirm that time /attendance sheets mentioned therein are only for the period of their stay in Delhi	Yes.
105	5.2	43, 44, 45		<p>(i) 'Effective date of Agreement' may please be defined.</p> <p>(ii) Period of mobilization required by consultant after Effective date, before they are able to start the work, may please be indicated.</p> <p>(iii) Time Schedule does not seem to be realistic for submission of DPR and submission of EPC bid documents. These may be reviewed after considering the following important activities that will take place in series -</p> <ul style="list-style-type: none"> Preparation of layout of Factory including transportation of men and material by rail, and road Preparation of lay out of each shop Preparation of detailed structural designs and structural specifications Preparation of specifications of Machines, jigs and fixtures etc. 	<p>Please refer Clause 2.27 & 2.28 (Page 31)</p> <p>No change is envisaged.</p>

106	5.2	43, 44, 45		<p>(i) Payment Schedule may be reviewed as 80% effort will be for developing designs and drawings for Mechanical, Civil and Electrical activities. Please consider 80% of the payment with submission of the EPC bid document.</p> <p>(ii) Retention of 10% till commissioning of the factory is unfair as no responsibilities for consultant have been specified for that period and may be reviewed.</p>	<p>Refer S.No. 13 Corrigendum 2.</p> <p>No change is envisaged.</p>
107	7.2.1 7.2.2	70		The present stipulation of 5% plus 10% is excessive. The maximum consolidated liquidated damages on account of delay or any other variation may be reviewed for reduction to 5%.	Refer response to query at S.No. 41 & 42 above.
108	Appendix II form 2			<p>Overhead expenses will normally be the expenses incurred by the consulting company on the company staff in regional and other offices and indirect expenditure on Project staff. For direct expenditure on the personnel of the project, apart from travel indicated in item D I, following are also involved and may be covered in the form –</p> <ul style="list-style-type: none"> • Setting up of office, transport and communication for personnel • Office equipment, preparation of various reports, drawings etc. • Stay arrangements in Delhi for non Delhi staff 	No change is envisaged.
109		Miscellaneous		(i) On the basis of Decision on item 1 above, scope of work details may also require	

		ous		<p>(ii) a change Please advise if an office space will be provided for consultants in the office of the client</p> <p>(iii) At least 6 weeks time may be given for framing the bid, after issue of clarifications and corrigendum if any, as experts would be required to be identified internationally, which requires time.</p>	<p>No.</p> <p>No change is envisaged.</p>
110	Para 5.2		Payment Schedule	There is no payment for project start up. This may be included at 10%, as per normal international practice for such assignments.	Please refer to clause 6.3(a), Page 69.
111	Para 5.2		Payment Schedule	The final payment of 10% is at the end of KD 20 -- Commissioning of Factory. However, the timescales for actual completion and commissioning of the factory is beyond the control of the consultant, yet 10% of the payment is dependent on this. Could this please be modified, and full payment made at the end of KD 19.	No change is envisaged.
112				If the applicant firm is an Indian subsidiary of a foreign firm, having full access to the experience, expertise etc. of the parent firm, can the credentials of the parent company be used by the Indian subsidiary in bidding for this assignment?	No. The experience of only the legal entity which has executed the project can be used for the purpose of credentials of the 'Applicant'.
113	Para 2.1.1			It may please be confirmed that the Consortium bidding for the consultancy can comprise of several members, including more than one legal member.	Please follow relevant provision in the document.
114				It may please be confirmed that the individual eligibility requirements set forth in the RFP can be fulfilled	Refer S.No. 16 Corrigendum 2.

				by any member of the consortium and not necessarily the lead member	
115	2.9.1 (g)			It is requested that MoR may kindly consider that any termination by MoR for issues attributable to the consultant should be preceded by an objective and consultative process for the parties to explore possible necessary remedial action.	No change is envisaged..
116	3.4			<p>Overall Liability Cap for the Consultant: MoR may please consider capping the overall liability of the consultant under the engagement at 1x the fees and such liability be restricted to direct costs only:</p> <p>Uncapped Thirty Party Indemnity Exposure: The consultant's privity of contract/duty of care would be with MoR. Hence, it is requested that the consultant not be expected to bear liability exposure to claims from third parties. Additionally, consistent with industry practice, MoR may kindly consider keeping the consultant protected against third party claim.</p>	No change is envisaged.
117	3.5			<p>(i) The consultant, being a service provider, at an organisational level only maintains Professional Liability Insurance and Insurance against loss or damage to the consultant's property. Also, as proposed above, there should not be any requirement of Third party liability insurance.</p> <p>(ii) In our view it is not required to mention MoR as the beneficiary of the Consultant in insurance policies and to procure an undertaking from the insurance company in this regard. The insurance covers are intended to sufficiently cover the consultant</p>	<p>No change is envisaged.</p> <p>No change is envisaged.</p>

				against its possible liabilities. In similar manner the liabilities of the consultant towards MoR are sufficiently covered under various provisions of the Agreement, thus there is no requirement to add MoR as a beneficiary.	
118	3.9			The consultant would be willing to pass ownership in final deliverables to MoR. However, it is requested that MoR not impose a blanket obligation to pass ownership in everything used, created or delivered under the contract, as a firm needs to ensure retention of pre-existing IPRs and that the supply of these or third party owned IPRs are supplied to the client under an agreed license arrangement. Similarly, it is requested that MoR allow ownership of drafts and/or working papers to remain with the consultant.	Not acceptable.
119	4.3			As discussed during the pre-proposal conference, it is requested that the imposition by MoR of a reduction in 10% of the contract value in case of substitution of key personnel be reconsidered. MoR is also requested to clarify that if the substitution of key personnel is necessitated due to bona fide grounds beyond the control of the consultant (e.g. demise, medical reasons, resignation etc), a reduction in contract value not be imposed.	Refer S.No. 7 Corrigendum 2.