

**CONSOLIDATED REPLY TO QUERIES ON TENDER FOR SELECTION OF INDEPENDENT QUALITY AND SAFETY
CONSULTANT FOR KOCHI METRO PHASE I**

| S No | Tender Page No. | Para/Clause No. | Query | KMRL's Remark |
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| 1 | 14 | 4 Time Schedule | Pre bid meeting is Scheduled on 23 rd September and submission of bids is on 27 th September. This bid requires collaboration between international consultants which requires more time. Also number of international experts will be required to be identified from overseas location, their CV and eligibility ascertained. For submission of the bid of this Magnitude, a minimum time of 4 weeks may therefore be given after issue of clarification to points raised in pre bid meeting. Pl confirm. | Date and time of opening of prequalification cum technical proposal is : 18 th oct 2013 1500hrs and last date of submission of tender is 1400 hrs 18 th oct 2013. |
| 2 | 8 | 3.8.2 Eligible Assignments | The Railway/MRTS projects where the Bidder has received a Consultancy fee of Rs. 20 Crore (Rupees twenty Crore) or more in a single work. It may please be confirmed whether the ongoing project where the fee received is more than 20 crores will be considered as an eligible assignment. Please confirm <ul style="list-style-type: none"> completion certificates are not required ongoing works wherein the fee received by member is 20 Crores shall be considered | For ongoing projects, consultancy fee of Rs.20 crore is acceptable. Client certificate in this regard is necessary Insert "Sole" between 'The' and 'Bidder' in the first line of para 3.8.3 |
| 3 | 8 | 3.8.3 (iii) Key Personnel Proposal | Team Leader: 20+ years in railway, out of which minimum 10 years in Metro/MRTS. Shall have worked in at least 1 metro railway project. It is requested to kindly consider the exp of 20 yrs in railways with 10 years in Metro/MRTS/ Other Rail Systems. | Team Leader: (i) 20 Years in Railways to be replace by 18 Years (ii) Add "Other Metro System" along with Metro/MRTS (iii) Add "Mechanical" along with Civil or Electrical |

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| | | | Pl confirm. | |
| 4 | 11 | 3.8.3 (iii) Key Personnel Proposal | <p>Out of the 25 Consultants/Engineers 6 positions are classified as “essential key positions”. They are Team leader, 2, 3, and 5,7,19. The weightage markings are 25, 20, 15, 15, 15 & 10 respectively. Minimum 70% marks are needed to be eligible to qualify this eligibility condition.</p> <p>Consultant understands that at proposal stage we have to submit the CVs for only 6 key positions i.e Team Leader, Rolling Stock Expert, Power Supply & DC 3rd Rail Traction Expert, Signaling Expert, and Track cum Alignment Expert & Chief Safety & Environmental Expert.</p> <p>Also as per the Appendix –XI Format For Financial Proposal in total there are 30 Consultants/Engineers instead of 25.</p> <p>Pl confirm.</p> | <p>Yes. CVs of 6 essential position need to submit at the time of submission of tender</p> <p>Total 30 consultants / engineers</p> |
| 5 | 43/44 | 10.3 | <p>Evaluation of Technical Proposal</p> <p>KMRL will examine the information supplied by the Applicants and other requirements in the RFP Document, taking into account the Work Plans, CVs and other details in the Technical Proposal of the Applicant.</p> <p>However RFP document is silent about the evaluation criteria of technical proposal except the CVs where all the 100 marks has been assigned to 6 CVs and no marks has been assigned to other parts of technical proposal.</p> <p>Pl confirm the marks allocated to the work plan, experience and for the approach methodology for proper evaluation of the bid.</p> | <p>Technical proposal evaluation has been described in para 3.8.2 & 3.8.3 & pre-bid reply to item no. 202 & 218</p> <p>We confirm no marks are assigned to other than CVs of “essential key positions”</p> |
| 6 | 77 | Appendix – XI | <p>Support & Administrative Staff.</p> <p>In order to bring all the Consultants on a common platform, we request the client to kindly specify the minimum man- month</p> | <p>Assessment for the number of support staff to be carried out by Bidder and accounted in “OVERHEADS” of Financial proposal.</p> |

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| | | | requirements for the Support & Administrative staff to be proposed along with their educational qualification and years of experience required in order to bring all the consultants to a common platform. Pl confirm. | |
| 7 | 39 | 8.3.3 | Payments shall be released by KMRL after verification of the bills. Pl confirm the time period in which the monthly payments will made to the consultant after submission of invoice. | 80% of Invoice shall be paid in D+7 days and balance 20% in D+14 days (D is date of submission of correct invoice). OVERHEADS amount shall be paid in equal 36 installments. The first month for overhead will start after 30 days of issue of LOA. |
| 8 | | Exchange Rate | Pl provide us the date of exchange rate to be considered for the technical evaluation against the fee received by international consultants in EURO/USD for INR conversion. | Expatriate's man month rate to be quoted in '\$' and payment will be in equivalent INR converted on the basis of TT buying rate of SBI rate prevailing on the previous day of Payment. Bidder need to take necessary clearances/exempt certificate from IT department. For evaluation purpose the "\$" rate on the opening date of financial proposal will be taken as exchange rate. |
| 9 | | Conflict of Interest | Will the selected consultant be allowed to subsequently Participate in other consultancy assignments. | A bidder who is providing any type of consultancy services for Kochi Metro Project by DMRC or to any contractor of DMRC shall be deemed to have conflict of interest and shall not be eligible to participate in this tender. Further, the selected bidder shall not render any consultancy services for Kochi Metro Project to DMRC or any other contractor executing Kochi Metro Project for a period of 3 years from the date of award of consultancy assignment under this tender. |
| 10 | 76/77 | Appendix-XI | As per the Appendix-XI, 3 positions has been proposed as an Expatriates. Whether a person with sufficient international experience will be considered as an Expatriate or else please define the term Expatriate. | "Indian citizen" with international exposure can't be considered as "expatriate". |

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| | | | Pls. confirm. | |
| 11 | | SCC Special Conditions of the Contract | The RFP document is silent about the Special Conditions of the Contract. Pl confirm. | There is no separate SCC. RFP includes all relevant classes. |
| 12 | 12/13 | 3.8.5 | Submission of Proposal : Requirement of submissions The Proposal should be submitted in the sealed envelope with the following details..... There is no cover provided for Appendix-IV i.e. Form for Proposed Methodology and Work Plan & also for the Appendix- VIII i.e. Format of Bank Guarantee for bid security. Pls. confirm. | Appendix IV and Appendix VIII to be submitted in Cover No 1 as detailed in reply to item 25. |
| 13 | 38 | 7.4.1 | Substitution of the Team Leader and essential key staff. However, such substitution shall be permitted subject to reduction of 0.5% (half percent) of the Agreement. Any replacement/ substitution of Team Leader & key personnel is not desired from both parties point of view. But, for any unavoidable circumstances, if any replacements would happen, Consultant is bound to provide with equivalent or better qualified replacement engineers with the approval of the client. A reduction in the remuneration will have a direct impact on the deployment of the similar candidate which will harm the project progress. Please delete the clause of reduction on remuneration in case of substitution of key personnel. | Reduction of .5% of agreement value is applicable for “Essential key Personals” only. |
| 14 | | Mode of payment | We request the client to kindly clarify the payments of the consultancy services provided will be made to each member of the JV separately or through the leader of joint venture partner. Pl confirm. | Payment for ‘Local’ consultants shall be made to lead Partner. However, payment for Expatriates can be given to respective JV partners based on request from lead partner. |

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| 15 | | GCC General Conditions of the Contract | <p>An escalation clause is not considered in the GCC, but should be introduced.</p> <p>Looking at the high inflation rate the annual escalation needs to be mandatory or else it is not going to be feasible at any cost. Annual escalation of 8-10 % should be provided or should be based on the Consumer Price Index for Urban Non-Manual Employee and the same practice has been followed by other metro rail authorities in India.</p> <p>Pl confirm</p> | Tender Conditions Prevails |
| 16 | | Work schedule | Is it possible to know the contractors work schedule. | Once LAO is issued, the same will be made available to successful Bidder. |
| 17 | | Reimbursable Expenses | <p>A reimbursable cost is a fixed cost and no vouchers or receipts will be provided or submitted.</p> <p>Pl confirm.</p> | Reimbursable cost is not a fixed cost. Consultant need to submit original Vouchers / receipts |
| | Pg.8 | 3.8.3(ii) | Can this and other criteria for qualification be met by the parent company of a bidder in case the bidder intends to submit the proposal as an Indian entity. | Please see reply for item 202 |
| | Pg. 24 | 6.10.3 (a) | We understand the IQSC will not be required to do design work nor finally approve the designs/drawings. The IQSC will only review these from quality and safety perspective. Please confirm if our understanding is correct. | Please see reply for item 103 |
| | Pg. 34 | 6.15.2(a) | Considering the deployment of staff is for long term and they will have to shift their base permanently to Kochi, we suggest that the staff deployment notice should be at least 30 days instead of the stipulated 15 days. | Please see reply at item 224 |
| | Pg. 39 | 8.2.1 | Kindly clarify what is implied by a 110% bank guarantee. The amount of advance payment is not indicated in the RFP. Pl. clarify. | Please see reply item at 174 |
| 22 | Pg. 11 | 3.8.3(i) | As listed out in the financial proposal submission form, the total | Please see reply item at 4 |

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| | | | number of positions are 30 and not 25 listed as on page 11. Pl. confirm the total number of positions. Also, as the CV's to be evaluated are only 6, we request that CV's for only the 6 evaluated positions be submitted with this proposal. Further CV's of the other staff be submitted by the consultant before the contract negotiations. | |
| 23 | Pg. 12 | 3.8.5 | Clause 3.6.3, page 7 of the RFP document indicates the non-refundable tender cost as Rs. 25,000/=. Kindly clarify on the amount of the non-refundable tender cost. Is there a separate processing fee to be paid? | Tender cost is Rs.50,000/- There is no separate "processing fee". |
| 24 | Pg 12 | 3.8.4(B) Note 1 | We will use our global professional indemnity insurance for this project and no separate indemnity insurance will be taken for this project. Please confirm that this is acceptable. | Pl see reply at item 140 |
| 25 | Pg. 12 | 3.8.5 | Sub clauses c & e are missing. Pl. confirm in case these have been removed and do not indicate any significance in the RFP. | Clause 'd' to be termed as 'c'. And new clause 'd' is included 'd' : "Tender bid security amount". |
| 26 | Pg. 15 | 5.2.1.2 | As the RFP does not provide for any position of relevance to these activities, we suggest that a position especially for the R&R component be included. | R&R component of work is deleted from the scope of IQSC. |
| 27 | Pg. 16 | 5.6.1 & 5.6.4 | As both clauses define Quality in terms of a Quality Plan as well as a Quality Assurance Plan, pl. clarify if the Quality Plan and Quality Assurance Plans are the same documents or different documents, since different manufacturers use different nomenclature. | Both documents are same |
| 28 | Pg 17 | 5.6.6 | Since the IQSC has to comply with the project SHE manual, the same may please be provided to understand the quantum of work involved. | Available with KMRL and the same can be seen at any time during the working hours. |
| 29 | Pg. 18 | 5.7 (6) | Pl. clarify if the review of designs, design calculations etc is to be undertaken for all components including civil, S&T, rolling stock, power supply, track etc. In case yes, we understand that undertaking the review up to the | To be assessed by consultant based on scope of work covered in the tender and based on replies to the pre-bid questions. |

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| | | | design calculation and drawing level for all components requires inputs much more than those provided in this RFP. It is requested to clarify on the exact scope of the design review activity. | |
| 30 | Pg. 19 | 6.1.2 (a) & (b) | We assume that these witnessing and testing refers to civil works only and not systems, which will be done in the factory premises of the manufacturer. Pl. clarify if witnessing the 20% tests also include conducting the 15% tests or the 15% tests are over and above the 20% witnessing. | Witnessing of test is for both civil and system contracts. Modified clause 6.1.2 (b): Conducting test as directed by KMRL. Such test may be done at the site |
| 31 | Pg. 20 | 6.3.1(c) | Does this imply that the consultant will be required to undertake visits to vendors facilities for the conformance or the consultant can rely on the certification provided by various vendors? Also, in case of any visits that are envisaged out of Kochi, we understand that all travel and boarding/ lodging arrangements will be made by the client. Pl. confirm. | Consultants may be asked to witness FAT out side cochin as directed by KMRL. Regarding reimbursement for outside cochin visit please see reply at item 128. |
| 32 | Pg. 22 | 6.10.1 | We envisage that these activities cannot be efficiently undertaken by a single Safety cum Environmental Expert. It is suggested that an additional second position of SHE expert be included. | Tender conditions prevails |
| 33 | Pg. 22 | 6.9 | Pl. confirm that this is not provided for in the RFP and this does not have any significance. | Clause 6.9 deleted. |
| 34 | Pg 29 | 6.10.3 (h) bullet 1 | The number of such tests carried out by alls systems suppliers will be very large and cannot be witnessed by the IQSC within the manpower listed in the RFP. Selected tests shall only be witnessed. | Modified to “witness test as directed by KMRL to be carried out on equipment”. |
| 35 | pg 29 | 6.10.3 (g) last para | Does this mean that the IQSC will witness only the station and depot equipment and plant tests and not the proving and commissioning of all other systems like signal, rolling stock etc.? Please clarify. | IQSC shall witness test on civil & system as per contract details and as covered in replies to pre bid query and as directed by KMRL. |
| 36 | Pg.31 | K | We understand that the consultant has to review the O&M Manual for Signal, Power Supply, AFC and Track work in addition to Rolling Stock. Please confirm this. Also the IQSC will review these | IQSC to review all O & M manuals required for operation of metro services including solving civil & system interface issue. |

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| | | | only from quality and safety aspects. | |
| 37 | Pg. 35 | 7.2.1 | Considering the team size as 30 key staff plus additional support staff, the office area provision seems inadequate. It is suggested that the area should be at least 4000 sq. ft. Also, it is suggested that a fixed amount be specified for the other expenditures for utilities, services and maintenance as these cannot be calculated at this stage. | We confirm for providing rent free area 1500-2000 sq. ft near KMRL office. The overhead amount is to be assessed by Bidder. |
| 38 | Pg 37 | Note 1 | The objective of the note is not clear. Does this mean that cost of other staff that we feel may be required is not to be included in the proposal. | The note indicate that based on KMRL requirement, number of consultants can be increased in future. The increased fee on this account need not be included in financial Proposal. |
| 39 | Pg. 40 | 8.4.1 | It is requested to share the KMRL's policy related to travel and other expenses that will govern the costs incurred by the consultant. | After the issue of LOA, the same will be made available to successful bidder. |
| 40 | Pg. 51 | 13.7.1.5 | This clause provides a unilateral termination power to KMRL irrespective of the reasons, which may not be attributable to the consultant. As such it is requested that this clause be deleted from the RFP since it is impossible to factor in the cost of such a risk in our proposal. | Please see reply at item 134 |
| 41 | Pg. 52 | 14.1.2 | If a BG or demand draft has to be given for this, please indicate the amount of the G/Draft. | It will be advised only after award of contract to a successful bidder. |
| 42 | Pg. 52 | 14.2.1 | Pl. clarify how this 1% of monthly billing for every day of delay will be calculated, because any delay may automatically result in less billing for the month. Will the deduction be 1% of the billing for the particular item delayed or 1% of the total bill of the month? | Pl. see reply at item 161 |
| 43 | Pg. 53 | 14.2.2 | It is requested that the liquidated damages for consequential damages be deleted since it is very difficult to estimate the consequential damages | “ the consequential damage thereof” is deleted from clause 14.2.2 |
| 44 | General | | It is requested that the date for submission of the offer may be | Pl see reply for item 1. |

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| | | | postponed to 4 weeks after the receipt of clarifications from KMRCL on the pre bid queries. This is to enable us to prepare a comprehensive proposal since the project is quite complex and challenging and requires significant expatriate inputs. | |
| 45 | | | Is there any concrete project schedule for the whole project lifecycle? Are there any key milestones for deliverables during the project period? | Pl. see rely at item 212 |
| 46 | 46 | Clause no – 11.1 | The amount of Bid Security appears to be higher than normal. Is it possible to reduce the amount of Bid Security? | Tender condition prevails |
| 47 | 46 | Clause no – 11.3.2 | Our company policy requires that the Bid Security must be returned before the issuance of Performance Security. Is it acceptable to KMRL? | Bid security amount will be returned on receipt of Performance Security from the successful bidder. |
| 48 | 76 | Clause no – 17 | Is it compulsory for expatriate workers to stay in Kochi full-time during the whole period of the project? Is it possible for those expatriate workers to carry out some of the tasks overseas? | Stay at cochin is compulsory |
| 49 | 15 | Clause no – 5.2.1 | Is the whole route running on viaduct? Is there any route which runs underground | Only viaduct |
| 50 | 76 | Clause no – 17 | Our price is calculated based on the indicative man-month as stated in the RFP. If there is any delay which is not controllable by LR or the actual amount of work is higher than the indicative man- months, shall KMRL reimburse the additional cost for LR? | Tender conditions prevails |
| 51 | | | Is there any PSD on the platform of the | Yes |

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| | | | stations? | |
| | | | Is the rolling stock equipped with CBTC? | Yes |
| 52 | 1 1 | Clause no – 3.83 Note – (i) | For CV's breakup of scoring is not given. What would be the basis for calculations and comparison? | Pl. see reply at item 218 |
| 53 | 14 | Clause no – 4 | Pre-bid meeting is on 23.09.2013 and proposal submission – 27.09.2013 – Extension requested by 2 weeks from date of clarification of pre-bid queries. | Pl see reply at item 1 |
| 54 | 1 1 | Clause no – 3.83 Note – (i) | As per our understanding we require 30 consultants/ Engineers but as per clause no 3.83 (note - (i)) it's mentioned 25 consultant / Engineers. Please clarify? | Total requirement is 30 (thirty) |
| 55 | | | Technical evaluation is not very clear. Can we assume that a consortium who is meeting above referred qualifying criteria and score 70% in CVs is responsive and the bidder with lowest financial would be declared as successful bidder? | Pl. see reply at item 202 |
| 56 | 7 6 | Clause no – 17 | Civil Engineers-Quality and Civil Safety Engineers are considered only for 24 months. These positions would be required for longer time hence suggest to increase the period to 30 months. | Tender conditions prevails |
| 57 | 7 6 | Clause no – 17 | We presume that 1 station E&M expert is required (Appendix – XI). | Yes |

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| 58 | 8 | Clause no – 3.83 (iii) | Please clarify that CV's of all Key Personal to be submitted along with bid OR only Essential key positions? | Pl. see reply at item 4 |
| 59 | 3 9 | Clause no – 8.3 | How many days will KMRL take to release the payments after submission of our monthly invoices? | Pl. see reply at item – 7 |
| 60 | Page no - 35 | Clause no – 7.1.1.1 | Mobilization period of 15 days should be extended to 1 month. | Pl. see reply at item 224 |
| 61 | 6 | 3.2.3 | We understand that review of designs & drawings of the project are the scope of “proof checking consultancy assignment”. Hence, it should be treated as a separate consultancy assignment. Pl confirm | Checking & validation of already proof checked “design and drawings” are covered in the scope of IQSC |
| 62 | 7 | 3.7 | We understand this is a two stage selection process based on technical qualification and least cost among technically qualified. This project being a prestigious one, we suggest QCBS based selection with split between the technical and financial proposals as 80:20. pl. confirm | Tender conditions prevails |
| 63 | 8 | 3.8.3(i) | We request you to consider as below: The bidder should have been providing consultancy services for “Eligible assignment” for at least seven financial years prior to 31 March 2013 and must have executed minimum 5 “eligible assignment” (to the satisfaction of the service recipients). Please consider. | Tender conditions prevails |
| 64 | 8 | 3.8.3 (iii) | It is not clear as to whether we should include only six (6) CVs for the essential key positions or CVs for all positions. Pl. clarify | Pl. see reply for item no.4 |
| 65 | 38 | 7.4.1 | May we suggest you to consider as below: for total replacement upto 33% of key personnel, remuneration shall be reduced by 20% for total replacement upto between 33% to 50%, remuneration shall | |

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| | | | be reduced by 25% and for total replacement upto between 50% to 66%, remuneration shall be reduced by 30% for total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty as considered appropriate. pl consider. | Tender conditions prevails |
| 66 | 46 | 11.5 | We request you to define the clause “conflict of interest”. | © |
| 67 | | | We request you to extend the date of proposal submission by atleast three (3) weeks from the date of issue of pre-bid clarification. | Pl. see reply for item 1 |
| 68 | 11 | 3.8.2 | Only 6 positions out of 25 are classified as key positions which will be technically evaluated, we request that bidders should be allowed to submit CV’s for the key positions only. Rest of the CV’s will be finished at time of contract award. Rest of the CV’s | Pl. see reply for item 4 |
| 69 | | 3.8.3 9(iii) | Pl clarify whether “corporation” mentioned here may be deemed as private sector | For CVs (13 to 18) please add “private sectors” also |
| 70 | | 6.15.2 | Pl clarify the meaning of “Need Basis deployment” | Pl see reply at item 224 |
| 71 | | Appendix XI-format for financial proposal | We request that for position 19 – Indian SHE Experts, with relevant qualification & expertise, who can manage the roles & responsibility, may be considered to reduce the bid cost as such we request you to relax the requirement for expatriate at least for position no.19, i.e. chief safety & environment expert. | Tender conditions prevails |
| 72 | | 8.2 | There seems to be some typo error. We believe that sentence should be “10% Bank Guarantee... “pl confirm | Pl see reply for item 174 |
| 73 | | 6.3.1© | The bidder would like to request for the sources of the material to build the cost, as & when required. Is there any product that needs to be imported? In such yes, will client provided in visa process for visiting manufactures’ premises. How may such visits are planned and the tentative locations may pl be shared with us. | Pl see reply for item 128 |
| 74 | | 7.3.1 Note 2 | In case no. of engineers is increased, will the IQSC be paid | Pl see reply for item 233 |

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| | | | additional fee for the extra engineers deployed for the project over and above the fee prescribed in its financial proposal. | |
| 75 | | 4 | We would like to request for an extension in submission bid for minimum of 4 weeks, post pre-bid meeting, to make a comprehensive proposal for project. | Pl see reply for item 1 |
| 76 | 11 | Clause 3.8.1 | <p>Please allow a wholly owned Indian subsidiary of a foreign parent company to take the lead in a team comprising of other group companies, and be eligible to bid for the services?</p> <p>The Indian subsidiary will use the technical and financial credentials [eligible assignments as per clause 3.8.2 and qualifying criteria as per clause 3.8.3] of its foreign parent company and from other group companies, to satisfy the eligibility requirements and qualifying criteria.</p> <p>A letter of undertaking from the immediate parent company of the wholly owned Indian subsidiary can be provided.</p> | Pl. see reply at item 202 |
| 77 | | Clause 3.8.1 | Please allow at least four entities to come together to form a team to pool credentials and also to pool-in resources. | Tender conditions prevails |
| 78 | | Clause 3.8.1 | Please allow four different legal entities all owned by the same parent company to form a team to bid for the services without having to form a JV or a consortium. | Tender conditions prevails |
| 79 | | Clause 3.8.2 (b) | "Each" assignment should cover all mentioned expertise, OR "All" assignments in combination should cover all expertise OR "Any" of these expertise should be covered in each assignment. Please can clarify. | "Any" of these expertise should be covered in each assignment |
| 80 | | Clause 3.8.3 | <u>Team Leader</u> : Can this person's qualification be a „graduate in mechanical engineering“, with at least 18 years | Please see reply for item 3 |

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| | | | experience in the rail industry, having worked for multiple railway, metro & monorail rail projects managing multidisciplinary teams for delivering consultancy assignments ? | |
| 81 | | Clause 3.8.3(ii) | Min 70% marks are needed for 6 positions classified as “ <i>essential key positions</i> ” only. Rest of the positions will not affect eligibility conditions. Please can you confirm. | Yes, we confirm |
| 82 | | Clause 3.8.3(iii) | What is the criterion to decide proportionate marks in case of "short of satisfying requirements" for "essential key positions". Please can you clarify? | Pl. see reply at item 218 |
| 83 | | Clause 8.3.3 | Payment terms Bills to be submitted on a monthly basis but the time taken to verify the bill and make payment is not stated and this needs to be clarified. We therefore request that clause 8.3.3 is amended to read: „Payments shall be released by KMRL after verification of the bills. KMRL will take a maximum of 20 days to verify the bills and release payment.” | Please see reply at item 7 |
| 84 | | Clause 6.10.3 (g) | IQSC will assist KMRL in liaison with CMRS for incorporation of CMRS” requirements in Testing and Commissioning Plan, only. No other assistance is required from IQSC for CMRS approvals. Please can you confirm. | IQSC will assist KMRL till final certificate for running of commercial services for the entire reach is received from CMRS. |
| 85 | | Clause 8.3.2 | It is requested that the overhead payment per month should be made on a pro-rata basis that is [Total Overheads, as per Appendix-XI, Format for Financial Proposal/36months]. This is because the back-office support, office overheads (electricity etc), travel costs, insurance etc., will be incurred irrespective of the extent of actual on the ground deployment of key personnel in Kochi. | Overhead payment will be given in 36 equal installments. The first month will start from LOA date +30 days. |

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| 86 | | Clause 11.1.1 | Please can the bid security amount be reduced to INR 20 lakhs ? | Tender conditions prevails |
| 87 | | Clause 13.6.1 and Clause 8.3.4 | <p>Since there will be an extensive staff deployment, withdrawal / de-mobilisation cannot be done at short notice.</p> <p>Please amend the clauses to allow a minimum of 3-months notice for withdrawal / de- mobilisation of staff with clear notice of which staff needs to be withdrawn and for how long. In addition to this a 3-month notice will be required to re-mobilise the staff. If these timescales can't be met then IQSC will be due payment for 3-month period, if staff has to be withdrawn on an „immediate basis“.</p> | Pl. see reply at item 195 |
| 88 | | Appendix XI- Format for financial proposal | <p>The format shows roles with classification - Expatriate / Local. Can the roles other than those specified as „Expatriate“ be also manned by „expatriates“ – for example – Team Leader, Power Supply & DC-Third Rail; Operations & Manual; AFC & PSG etc?</p> <p>Is it acceptable if the Team Leader role is delivered by an „Expatriate“ while the Chief Safety & Environment Expert role is delivered by a „Local“?</p> | Tender conditions prevails |
| 89 | | Clause 3.8.3(iii) | <p>Key Personnel</p> <p>On note [i] the RFP calls for 25 consultants yet the number of staff indicated in the listing is 30. Please clarify which is correct.</p> | Pl. see reply for item 113 |
| 90 | | Clause 7.1.1.1 | <p><u>Commencement of Assignment</u></p> <p>Key personnel need to be deployed within 15 days of the Letter of Award. We may need more mobilisation time, particularly as some of our staff will be expatriates. Visa processing etc will take time. Please can the mobilisation time be increased to 30 days.</p> | Pl. see reply for item 224 |

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| 91 | | Clause 7.2.1 | Office Would KMRL please outline how the IQSC will pay for electricity, maintenance, safety and security in the provided office space. Is the IQSC also expected to insure the fabric of the building ? | Pl. see reply for item 123 |
| 92 | | Clause 7.4.1 | <u>Substitution of Essential Key Staff</u> The IQSC may need to substitute staff in order to ensure the best outcome for the client. The IQSC should not be penalised for doing this. We therefore request that clause 7.4.1 is amended to read: „The IQSC shall be allowed to substitute any of its staff subject to the approval of KMRL , whose approval shall not be reasonably withheld. | Tender conditions prevails for “Essential Key personnel”. However IQSC may propose better consultants/engineers for other than “essential key personnels”. |
| 93 | | Clause 8.3.6 | <u>Fixed Agreement Rate</u> We request KMRL to allow for man-month fee rate and prorate monthly overhead rate escalation annually at an appropriate rate. For extensions beyond the 3-year period, the rates will be negotiated. | No escalation is permitted in consultant fee / overhead. For extensions beyond 36 months, consultant fee/overhead will be on the basis of mutually agreed negotiated rates. |
| 94 | | Clause 8.4.1 | <u>Expenses</u> Expenses for witnessing tests, as requested by KMRL, outside of Kochi will be governed by KMRL’s Policy. Please can you provide a copy of the referenced KMRL Policy for us to assess reasonableness. Some FATs could be planned to be done in places outside of India. | Please see reply at item 128 |
| 95 | | Clause 9.4.2.2 | <u>Conditions and Assumption</u> We are unable to accept this clause. Please delete. | Tender conditions prevails |
| 96 | | Clause 13.1.1 | <u>Signing the letter of Award</u> We are a multi-national firm which adheres to strict internal | Agree. But mobilization of consultants to be done as per revised schedule stated in reply for item 224 |

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| | | | control protocols. We request that KMRL increase the number of days allowed to sign and return the LoA from 7 to 15. | |
| 97 | | Clause 13.2.1 | <p>Execution of the Agreement.</p> <p>We are a multi-national firm and staff are international. We request that KMRL increase the number of days allowed to execute the Agreement from 15 to 21.</p> | Agree. |
| 98 | | Clause 13.3.1 | <p><u>Commencement</u></p> <p>The Assignment must commence within 15 days of the issue of the LOA. This is a very short mobilisation time frame for 30 staff to be „permanently” based in Kochi. Please see comment under clause 7.1.1.1. We would seek agreement to come to a mutually agreed mobilisation time and date.</p> | Please see reply at item 224 |
| 99 | | Clause 13.7.1.5 | <p>We request that a minimum notice period of 60 days is included and that a mechanism for recovery of our termination costs is also included.</p> <p>We request that the following is added to clause 13.7.1.5: „KMRL will give a minimum of 60 days written notice of termination and agrees to pay the IQSC”s reasonable costs.”</p> | In clause 13.7 “30 days to be replaced with 45 days”. |
| 100 | | Clause 14.1.1 | Please insert the word „reasonable” between „entire” and „satisfaction” | Agree |
| 101 | | Clause 14.5 | Please amend as proposed for Clause 14.1.2 | Tender conditions prevails |
| 102 | | Clause 15.2.2 | <p>Damages and Losses</p> <p>Please amend this clause to read:</p> | Tender conditions prevails |

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| | | | „KMRL will be proportionally liable and responsible for costs and damages arising out of any accidents, casualties, damages, thefts, fires and other incidental mishaps suffered by the IQSC in execution of this Assignment.“ | |
| 10 3 | | Clause 15.2.4 (new) | <p>We need to limit our liability to KMRL to what is fair and reasonable for the scope of our services. We therefore request that the following new 15.2.4 sub-clause is added:</p> <p>“The IQSC”s liability under this Agreement, where legally able, shall be limited in the aggregate to the fee paid by KMRL for the services. The IQSC shall not be liable for any indirect or consequential losses.”</p> | We confirm that IQSC is not responsible for the “Performance of the metro structure, equipments, system, tools & plants supplied by various civil & system contractors which are supervised by DMRC (EA). IQSC shall scrutinize contractor/ DMRC/KMRL documents, manuals, drawings and other submission vis-à-vis relevant code and as per best industry practice, if relevant code not available. |
| 10 4 | | Appendix 1 | <p>Letter of Proposal</p> <p>This would need to be amended by –</p> <p>End of first paragraph: delete the final sentence of the first paragraph of the Letter of Proposal. And we would also need to change the wording in bullet point 4.to reflect that we have reservations about the terms and conditions.</p> <p>Please confirm that this is acceptable</p> | Tender conditions prevails |
| 10 5 | | Appendix IX | The format of Bank Guarantee for Performance Security is not acceptable as it does not conform to URDG [Uniform Rules for Demand Guarantees] 2010. Our standard Bank Guarantee format is attached for your review. | Tender conditions prevails |
| 10 6 | | | Is there a current project schedule for the whole project lifecycle, including any key milestones for deliverables during the project period? | Please see reply at item 212 |
| 10 7 | | | The amount of Bid Security appears to be higher than we would normally expect for a project of this nature. Is it possible to reduce the amount of Bid Security? | Tender conditions prevails |

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| 108 | | | Our company policy requires that the Bid Security must be returned before the issuance of Performance Security. Please confirm that this is acceptable to KMRL? | Please see reply at item 214 |
| 109 | | | Is it compulsory for expatriate workers to remain in Kochi full-time during the whole period of the project or could some of the activities be carried out overseas? | All expatriate and other consultants to work from cochin only. |
| 110 | | | Is the entire railway alignment on viaduct, and if not are there any underground sections? | Viaduct only |
| 111 | | | Are there any Platform Screen Doors (PSDs) being installed at the stations? | Yes |
| 112 | | | Can you please provide an indication on the scoring criteria for the CVs provided? | Please see reply at item 218 |
| 113 | | | Our understanding is that you require 30 consultants/engineers however in clause 3.83 (note - (i)) it's mentions 25 consultants/engineers. Please clarify the number required? | 30 (thirty) consultants |
| 114 | | | The technical evaluation is not very clear. Can we assume that a consortium who is meeting the required qualifying criteria, scores 70% for their CVs is responsive and has the lowest financial offer would be declared the successful bidder? | Please see reply at item-202, 218 |
| 115 | | | We presume that one station E&M expert is required (Appendix – XI), please can you confirm our interpretation. | One only |
| 116 | | | Please clarify whether CV's of all Key Personal are to be submitted with the bid or just for essential key positions? | Please see reply at item 222 |
| 117 | | | How many days will KMRL take to release the payments after submission of our monthly invoices? | Please see reply at item 7 |

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| 118 | | | Can the mobilization period of 15 days should be extended to 1 month? | Please see reply at item 224 |
| 119 | | | In line with our earlier letter reference LIC130919-01, and dated 19 th September 2013, we request an extension of the tender period by two weeks from the date of your response to these queries. | Please see reply at item 1 |
| 120 | | 3.8.2 | Eligible “ Assignments “ Please clarify if the experience of the consortium members /JV will be counted for evaluation | Please see reply at item 202 |
| 121 | | 3.8.3 (iii) | Key Personnel CV's As only 6 positions of the 25 positions mentioned (29 on count) are classified as essential key positions, it is suggested that CV on only these 6 positions are submitted with theb id. The remaining CV's can be submitted by the preferred bidder only at the time of signing of the contract. | Please see reply for item 222 |
| 122 | | 3.8.3 (iii) | Key Personnel CV's For CV nos. 13-18 , kindly allow experience in private firms to be included along with government /PSU/ corporation. | Agree |
| 123 | | 7.2.1 | Logistics Will KMRL provide work stations, computers/laptops, software , photocopy, fax printing , plotting machines? Will KMRL provide consumables like paper , Tea/coffee etc? Will KMRL provide housekeeping? | The overhead cost to include Cost towards hiring of vehicle, PPEs, Laptops, Computors, Printers, PABX, Cell Phones, Electricity consumption, FAX, Software, Photocopy machines, Tea/Coffee vending machines, housekeeping, Security Guards for office, Support Staff, Stationary etc. However KMRL will reimburse Paper consumption and ink cartridges (based on actual consumption), Outside Cochin travel expences (based on KMRL Policy), office insurance |
| 124 | | 7.3.1 | Key personnel For position no., 1-12 and position no. 19, Graduate is the required qualification. IS diploma allowed against this position or is a degree | Tender conditions prevails |

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| | | | the minimum requirement? | |
| 12 5 | | 7.4.1 | Substitution of Team Leader and essential Key personnel Please clarify whether the reduction in fees for substitution of Team leader or essential key personnel shall be 0.5% of the entire agreement value or 0.5% of the fees for that particular staff? A per international best practice we recommend that the reduction in fees is linked to the person being replaced and not the entire fees. | Tender condition prevails |
| 12 6 | | 8.20 | Mobilization Advance Kindly clarify the clause – Is it that we need to submit a mobilization advance BG for 110% of our contract amount and the same will get recovered in 11 instalments of 10 % each? | We agree acceptance of BG for “110% of mobilization advance amount”. Recovery of mobilization advance will be in 11 installments @ 10% in each monthly bill. |
| 12 7 | | | Terms of Payments What is th time period for payment? Incase of delayed payments what interest is liable on the client ? A per 8.3.4 payments shall be made on “pro – rata ‘ basis in case of early completion , suspended period and extension . Please clarify how the pro-rata basis will be calculated. | Please see reply at item 223 No interest is payable on delayed payment,if any, by KMRL |
| 12 8 | | 8.4.1 | There is a mention that incase the tests have to be conducted outside Kochi the cost hotel and travel expense shall be reimbursed as per KMRL policy. Kindly clarify the policy in this regard so as to enable us frame our side of costing in the proposal | Outside cochin visits are reimbursable by KMRL based on its policy. Hence, this cost need not be included in financial Proposal. |
| 12 9 | | 10 | Evaluation Process It is suggested that a QCBS (Quality cum cost basis) evaluation is undertaken for ensuring that is compensated for in the evaluation process, wherein 80% of the marks is for Quality and 20% of the marks is for cost of the proposal. | Tender condition prevails |
| 13 0 | | 10.3 | Evaluation of Technical Proposals It is suggested that the marks for firms experience, turnover, etc are | Tender conditions prevails |

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| | | | fixed upfront, along with a clear marking scheme for the CV's such as qualification, relevant projects, regional experience etc. as per international bidding process. | |
| 13 1 | | 13.4.1 | <p>Modification of Agreement The clause may kindly be amended to :</p> <p>Any modification or variation of the terms and conditions of this contract., including any modification or variation of the scope of the services, may only be made by written agreement between the parties. However, each Party shall give due consideration to any proposal for modification or variation made by either party.</p> | Agreed. However, agreement to include all pre-bid quarries |
| 13 2 | | C. 13.6 | <p>Suspension of Contract The following shall be added to clause 13.6.1 – in the event of suspension of contract for more than 10days, the IQSC shall be entitled to file their claim on account of idling of resources.</p> | Agreed for submission of claim if suspension is more than 15 days |
| 13 3 | | Cl. 14.2.1 | <p>Liquidated Damages Please clarify when IQSC will be responsible for checking and monitoring the quality and safety at sit, how can we attribute delay in project?</p> | Pl. see reply at item 161 |
| 13 4 | | <p>Cl.13.7</p> <p>Cl.13.7.2</p> | <p>Termination of Agreement The clause does not specify any situation under which IQSC may terminate the agreement , hence the following shall be added to clause. “ If at any point of time, during the execution of the project , it is found that KMRL is in material breach to the contract conditions including non – payment of invoices to IQSC, the IQSC may by way of a written notice for 21 days , terminate the agreement forthwith . in this case, the IQSC shall be entitled to receive all payments for the work done till the date notice of termination . Further , the clause does not clarify the payments to be made to IQSC in the event of termination of the contract .Please clarify the</p> | <p>Add new clause as detailed below:-</p> <p>“ If at any point of time, during the execution of the project , it is found that KMRL is in material breach of the contract conditions including non – payment of invoices to IQSC, the IQSC may by way of a written notice of 45 days , terminate the agreement forthwith . in this case, the IQSC shall be entitled to receive all payments for the work done till the date of termination.” . “KMRL shall pay the IQSC for all work done in full in terms of the contract till the date of termination. The quantum of work done post notice will be assessed by the</p> |

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| | | | same as ideally it should be for the work done till the date of termination”. | parties jointly to decide payment.” |
| 135 | | Item 5 | Form of CV Please confirm if scanned signature in CV for staff is permissible to the time of submission of bid for the purpose of saving time. | Yes, we confirm scanned copy of CVs are acceptable |
| 136 | | General | Insurance Please specify if a general insurance and PI cover by a firm can be utilized for the project, or if a project specific PI is required? What is the amount for which this cover is required? | General Insurance and PI covering KMRL project is acceptable. |
| 137 | | General | Request you to extent the date of submission to bid 15 days after the receipt of pre – bid responses from client to ensure time for a complaint bid. | Please see reply for item 225 |
| 138 | 7 /12 | 3.6.3 / 3.8.5 | Kindly clarify the actual cost of the tender document as these two clauses are in conflict. | Rs.50,000 (fifty thousands) |
| 139 | 8 | 3.8.1 and 3.8.2 (iii) | In clause 3.8.1, it is mentioned that <i>‘In case of a consortium/JV, the lead member holding more than 50% share in the consortium, must satisfy the Eligibility conditions below’</i> . In clause 3.8.2 (iii), a list of key personnel is provided These two clauses, when read together, seem to indicate that all the CV’s are to be provided by the lead member. Please clarify. | Please see reply for item 202 |
| 140 | 12 | 3.8.4 (B) I, Note 1 | Kindly advise whether a project specific Professional Indemnity Insurance is to be provided, or whether PI Insurance from a global coverage is valid. | Global PI Insurance covering KMRL Project is acceptable |
| 141 | 12 | 3.8.4 (B) I, Note 1 | It is requested that the payments for foreign experts be made in the currency of head office. The INR value has been very unstable in recent times and it is not possible to evaluate this over a few weeks, let alone a few years, and poses a big commercial risk to the consultant. | Please see reply for item-8 |
| 14 | 13 | 3.8.5, cover | As the financial years differ for companies based on location of the | European companied may submit audited financial results |

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| 2 | | 2 | company, it will not be possible to provide audited results for the current FY. Kindly confirm that audited results for the last three years are sufficient. | for year 2012, 2011 & 2010 and the same will be considered for evaluation purpose |
| 14 3 | 13 | 16.1 | Cover numbers 4, 5, seem to have the wrong information on the Cover numbers. Eg. Cover No. 4 says it has to be labeled as cover no. 3. This may be kindly corrected. | Please see reply for item 206 |
| 14 4 | 17 | General comment On 5.7 | With several agencies ie KMRL, EA, Contractors and potentially DDC, there are several interfaces involved. Kindly advise if there is any system that has been thought of or documented for managing these interfaces and the responsibility for each interface. | The present tender to appoint consultant, as a third party, to monitor safety, quality and interfacing among civil & system contractors. The responsibility IQSC has been clarified at many places of this pre-bid query. |
| 14 5 | 18 | 5.7 (6) | Please clarify whether the designs are being provided by the contractor, or by a detailed design consultant DDC. Kindly further clarify if the responsibility for the design as being fit for purpose applies to the contractor or the DDC, or the EA. | Please see reply at item 161 |
| 14 6 | 16 onwards | Scope of Work 6 | Kindly provide us with schedule / plan of contractors works for the overall project to enable us to plan and deploy man-power adequately. | It shall be made available to successful bidder |
| 14 7 | 25 | 6.10.3 (b) | This item of work seems more related to a project management / project controls function, rather than a Quality and Safety aspect and this will require relatively larger teams. Kindly clarify. | Tender conditions prevails |
| 14 8 | 34 | 6.15.2 (a) | Request for mobilization to be within 30 days of Letter of Award to allow for necessary visa, work permit applications etc. for the expatriates | Please see reply for item 224 |
| 14 9 | 35 | 7.2.1 | Kindly advise the approximate costs that will be borne by the IQSC in INR terms / month. | Bidder need to assess and account for it in financial proposal. |
| 15 0 | 37 | 7.3.1, Note 1 | The note makes a reference to indicative MM for the assignment, which have not been provided. Kindly furnish us with the MM requirements. | MM have been detailed in appendix-XI. In this appendix please read requirement '1' against item-10 |
| 15 1 | 38 | 7.3.1 Note 2 | Please confirm that in case additional staff are requested by the client, these will be paid for in accordance with the relevant man | Please see reply for item 233 |

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| | | | month rates and escalation as applicable. | |
| 15 2 | 38 | 7.3.1, Note 3 | Please confirm that there will be adequate notice of at least one month for mobilization demobilization of expatriate staff. | Please see reply for item 195 |
| 15 3 | 35 | 7.3 | Key Personnel – Kindly confirm that aside from the Essential Key Positions (EKP), the other staff will be permitted to work on the project from their home office, especially with reference to non-site related work such as design reviews etc., with travel for meetings as required. This helps keep the cost lower, and the efficiency higher. | All consultants are to be positioned at Cochin. |
| 15 4 | 38 | 7.4.1 | We understand the importance for continuity and replacement with staff of at least equal or higher quality as it effects our performance.. Request for removal of penalties for substitution of staff, as the penalties are very high. Also, as the mobilization and demobilization of staff is intermittent in the case of some experts, it is almost impossible to guarantee continuous availability of the staff and thus this seems unreasonable. | Tender conditions prevails. Please note that penalties indicated in documents are applicable for “essential key positions” only. |
| 15 5 | 39 | 8.2 | Kindly explain this in greater detail. | Please see reply at item 174 |
| 15 6 | 39 | 8.3.2 | Please confirm for the fraction of the month, the formula for the amount payable (ie, 1/26 or otherwise) | Considering ‘Sunday’ as holiday remaining period will be treated as working days of a month, which is payable @ accepted man month rate. However, for uniformity of rates of different days in a month, consider 26 days as working days for all months. Further all Public holidays of KMRL will be applicable for IQSC consultants for which no deduction will be carried out. |
| 15 7 | 40 | 8.3.6 | We request for a yearly escalation clause as this will benefit both the consultant and the client, and is a transparent method of addressing rising costs | Tender condition prevails |
| 15 8 | 40 | 8.4.1 | Kindly provide us with a copy of the travel policy as this becomes important especially offsite factory visits | As witnessing FAT outside cochin is reimbursable, the travel Policy will be provided to successful bidder. |
| 15 9 | 51 | 13.6.1 | Kindly advise on the provisions for payment for demobilization and remobilization of staff during any temporary suspension advised by | Please see reply for item 195 |

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| | | | the client | |
| 160 | 51 | 13.6.2 | In case of Force Majeure, it is stipulated that on resumption the agreement will be restarted under the original terms and conditions. Our submission is that due to the very nature of Force Majeure, the duration or nature of such suspension is unknown, and reasonable and mutually agreed compensation and revision in agreements should be admissible. | Tender conditions prevails |
| 161 | 52 | 14.2.1 | Request for removal of Liquidated Damages clause. In spite of the best efforts of the IQSC, the ultimate responsibility for project delivery lies with the EA and its contractors. The current clause calls for levy of LD's on delay in execution of activities under the QMP, which is the responsibility of the contractor and / or EA. LD's are not usual in the case of monthly payment contracts. | LDs shall not be imposed on account of default and performance of EA/Construct contractors of DMRC. However, reasons and circumstance leading to imposition of LD are as follows:- KMRL reserves the right to impose LD in case "Scrutiny" of contractor's documents/manuals/ drawings/other submissions are found to be defective vis-à-vis coadal provision or Consultant "failed" to point out gross irregularity in the above stated submissions of contractor. We confirm that the primary responsibility of quality of executed work and safety at work spot lies with contractor/DMRC, but KMRL reserves the right to impose LD in case IQSC "fails" to identify defects in quality or safety measures followed by contractors". The LD amount is variable and maximum shall be 1% of the monthly bill for default, to be identified by competent authority (Directors/MD/KMRL), needing imposition of LD. |
| 162 | 53 | 14.3.1 | Request for removal of this clause. This is an open ended clause not specifying any limit for penalties. In the case of this RFP there is already a significant performance security, plus liquidated damages. The addition of consequential damages without any specification adds to the risk substantially. | "including debarring for a specified period" in clause 14.3.1 deleted . |
| 163 | 52 onwards | 14 | The potential penalties are inordinately high and punitive and total a potential 20% of the agreement value, plus unspecified damages. It is requested to review the level of penalties in the | Tender conditions prevails |

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| | | | interests of good faith and trust. | |
| 16 4 | General | General | It is requested to have an arbitration clause and / or dispute resolution clause, and the jurisdiction of court of law in a neutral venue | Tender conditions prevails |
| 16 5 | 14 | 4 (2) | Submission date: This is an extremely important project, and a critical role. The submission time is extremely short for a project of this size and for the responsibilities entailed. It is important that the best staff are found for the assignment, and this takes time, in addition to the other tasks required to put a proposal together of this importance . We request a minimum of three weeks extension <u>after the issue of the clarifications to the prebid queries</u> . We firmly believe that it is not in the interest of the client to hurry this process and in the end have a product that is not optimal or ideal for the tasks at hand. | Pl. see reply for item 1 |
| 16 6 | 59 | Appendix 1, clause no. 5 | We request to have this clause removed or reworded. Please find attached a letter explaining the termination of a contract in Thailand which was being performed by DBI | “or arbitration award against the applicant” is deleted |
| 16 7 | 48 | 12.1.9 | Please refer to our comment in Serial No. 1 above, for the same incident. Also the wording of ‘to have a record’ is unclear, does this mean more than once incident? And in which time span?. We request for removal of this clause. | Tender conditions prevails |
| 16 8 | 6 | 3.3.3 | Please advise on the bid security date. This can only be obtained with respect to the PDD, and if the PDD is extended, it will be difficult to get the validity changed in a short time. | Please see reply for item 1 |
| 16 9 | 55 | 15.1.7 | Kindly clarify what acceptance of proposal in ‘part’ means and what the implications are, in detail. | “in part of full” is deleted |
| 17 0 | 13 | 8.3.6 | There is no possibility to increase the contract amount in any case. Request for introduction of relevant variation clauses. In this case, the contractors work schedules and actual progress will dictate to a great extent the consultants schedule and manpower, and this is not possible to anticipate at this stage. | Please see reply for item 233 |

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| 17 1 | 54 | 15.1.6 | Indemnity is only for the client and suitable indemnity for the consultant is requested to be included. | Tender conditions prevails |
| 17 2 | 55 | 15.2.2 | The clause is a blanket clause and does not cover potential damage due to actions of KMRL or its staff. In the unlikely event of such an incident happening, there should be adequate coverage for the consultant. | Tender conditions prevails |
| 17 3 | 12 | 3.8.4 (B) | Please confirm that exemptions that the consultant receives, that have already been paid by the client are only covered under this clause. | Agree |
| 17 4 | 39 | 8.2 | The Advance amount is not clear. | Mobilization advance payable by KMRL is 10% of agreement value against submission of BG of 110% of mobilization advance amount. Advance amount shall be recovered @10% in each monthly bill. |
| 17 5 | 56 | 15.3.2 | Kindly provide information on the liability as this is not clear | Clause is clear and no further clarification needed |
| 17 6 | 51 | 13.7 13.7.1.5 | Kindly provide a clause for termination by consultant as well Kindly provide for adequate compensation and for demobilization in case of termination of contract by client under this clause, and other clauses, where the termination is not due to non performance of the consultant | Tender conditions prevails |
| 17 7 | 25 | 15.6.4 and others | Kindly confirm the definition of days. Does this mean working days, if so, what are the normal working days in the interpretation of this contract. | 6 working days per week are contemplated in this agreement. Other public holidays applicable for KMRL will also be applied for consultants without any recovery. |
| 17 8 | 34 | 6.15.3 d | Arriving at even an indicative manning schedule is difficult when this is in the control of the EA / Contractor. This further complicates continuity of staff, as staff may be reassigned to other projects in the interim when there is no work at Kochi, and a commitment to bring back the same staff becomes extremely difficult. | Tender document prevails |
| 17 | 35 | 7.2.1 | Kindly advise the approximate costs that will be borne by the IQSC | To be assessed by Bidder |

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| 9 | | | in INR terms / month. | |
| 180 | 38 | 7.3.3 | Unspecified and unlimited support from the Head Office is mentioned and this is unreasonable as it is not possible to calculate these costs. We request for support from Head office as indicated in the proposal to be paid extra. | Tender conditions prevails |
| 181 | 51 | 13.7.1.1 10.1.3 Appendix X 2a | There is a reference to Time Schedule of KMRL 'Chapter Time Schedule' Mention of 'Time Schedule' No such chapter exists. Kindly clarify | To be jointly worked out once LOA is issued to a successful bidder |
| 182 | 38 | 7.3.1, Note 2 3 | Please see serial no, 11 above. It is requested to relax the referenced clause as the decision is one side. | Please see reply for item 195 |
| 183 | | Clause no. 3.8.2, 3.8. 3 | Our company has presence in all over the world. In this case, Do you allow us to use the credential =s of other affiliates to fulfill the eligibility criteria? If so, Do you have other specific requirements rom us? | Please see reply for item 202 |
| 184 | | Clause no. 3.8.4 (B), Cover No.2, b & Appendix V | It's mentioned that breakup details of yearly turnover indicating element of consultancy fee must be given. Since, we have multiple lines of business in a single affiliates, it will not be possible to produce the breakups as requested, in short time. In our opinion, the same can be verified using the Appendix form – V by adding few more columns to provide the relevant details. Will it be acceptable to KMRL? | In such cases self declared statement along with client's certificate for having received “ such consultancy amount” is acceptable. |
| 185 | | Clause No. 3.8.3 (iii) | The applicant needs to submit the CVs for all positions mentioned in the RFP or only for the key personnel as its considered to qualify the bidder | Please see reply at – 222 |
| 186 | | Appendix XI | Candidates from other countries can be used only for the position specified. I .E Rolling stack Expert, Signaling Expert or for any position as per the availability from Consultant side. Also, if the consultant able to source the specified expert from local, will it be | Consultant can post expatriates against “local position” but the man month fee shall be in INR as per tender document. Expatriate positions can not be filled from “local experts”. |

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| | | | acceptable to KMRL? | |
| 18 7 | | Clause No. 3.8.3 | It may not be possible for any consultant to have all the expert readily available for this assignment. In such case , are consultant allowed to source the talent required and participates in this tender with as assurance that the candidates are willing to work for the assignment & depute the same personnel upon the receiving the work order. | Please see reply item 4 & 224 |
| 18 8 | | Clause No.4 | It's observed that the gap of only 3 days given between the pre bid meeting and tender submission. It will be tough for the consultant to cope up with any major direction given in the pre-bid meet. in general , the time given between pre-bid and tender submission is 7 – 15 days . Kindly consider the same. | Please see reply of item 225 |
| 18 9 | 12 | Commercial Proposal , Note 2, | Since expatriates are to be proposed for the key Personnel positions and considering the fluctuation in foreign currency exchange rates, it is suggested that the consultant be allowed to quote partly in foreign currency | Please see reply in item-8 |
| 19 0 | 38 | Cl.7.3.1 Note 2 | Any increase in number/man- months of Key personnel including Engineers should lead to proportional increase in remuneration to the consultant | Yes |
| 19 1 | 38 | Cl.7.3.2 , Cl. 7.3.3 | Substantial support from head- office /back – office may be required for design review activities for this contract . A separate provision for head – office / back – office support should be allowed to collect costs of personnel involved for head- office / back – office and should be included in the Financial proposal. | It is up to bidder/consultant to decide |
| 19 2 | 39 | Cl. 8.3.5 | It is requested that payments be made partly in foreign currency for the deployment of expatriates and tax deductions be per foreign currency payments tax laws. | Please see reply of item-8 |
| 19 3 | 39 | Cl. 8.12, Cl. 8.3.2 | It is requested that a provision to account for reimbursable expense for remuneration of support staff on –site, travel costs, accommodation costs, etc. be allowed separately. | Please see reply at item 31 |

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| | | | The reimbursable expense should be paid as per actual expenses incurred by the IQSC | |
| 194 | 43 | Cl. 10.3 | The Technical Proposal Evaluation Criteria is not clearly mentioned. Kindly clarify or provide a detailed Technical Proposal Evaluation Criteria. | Please see reply in item no.218 & 220 |
| 195 | 76 | Appendix XI | <p>This format indicates Total man months against each Key Personnel position. But , it is not clear whether the deployment of the Key Personnel is continuous or intermittent for the indicated man-months.</p> <p>Kindly specify the deployment of the key Personnel for estimation of mobilization and demobilization costs for the Key Personnel.</p> | <p>The deployment of all consultants is normally continuous. In case any consultant is required to be demobilized, 60 day notice will be given by KMRL. Similarly for remobilization, 60 day notice will be given by KMRL. In case of demobilisation of expatriate, airfare of low cost economy class shall be paid by KMRL (to & fro) if the same expatriate is remobilized. In case some other expatriate is remobilized, KMRL will reimburse only economy class airfare for demobilization. In such case imposition of LD can not be ruled out (as covered in tender)</p> |
| 197 | 7/12 | 3.6.3 / 3.8.5 | Is it International Competitive Bidding? Can we participate as Consortium by having JV with a sister concern of our parent company in Europe? | Yes, however credentials of lead partner only will be considered |
| 198 | 8 | <p>Your clause no. 3.6.3 you had mentioned that RFP can obtain from you office by paying tender cost of Rs.25,000/-.</p> <p>However,</p> | <p>Kindly clarify whether we have to submit tender cost of Rs. 25,000/- or Rs.50,000/-</p> <p>Kindly also clarify if we can download the tender from website and submit the DD for tender cost along with our bid,.</p> | <p>Cost of Tender form is Rs.50,000/-</p> <p>Yes, Permitted</p> |



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| | | in your clause No.3.8.5, Cover No.1 (b) also mentioned to submit tender cost of Rs.50,000/- . | | |
| 199 | 12 | Appendix – XI format for Financial Proposal, Item 10. Station E & M Expert | Kindly note that you have not mentioned the no. of experts required for this category. | One only |
| 200 | 12 | Your clause no. 11.1.1 Applicant shall furnish a Bid Security of Rs. 50 Lakh. | Kindly confirm Bid Security amount is Rs.50 Lakh and if so, please confirm whether our sister concern can pay the Bid Security amount directly. | Bid security amount can be paid by any of the JV partner. |
| 201 | 7 & 12 | 3.6.3/ 3.8.5 | Kindly clarify the actual cost of the tender document as these two clauses are in conflict. The cost of RFP is mentioned as Rs. 25000 | Cost of RFP is Rs.50,000 (fifty thousands) |

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| | | | (p7 3.6.3) and Rs. 50000 (p12 para b) | |
| 20 2 | 8 | 3.8.1 & 3.8.3 (iii) | In clause 3.8.1, it is mentioned that ‘ in case of a consortium/ JV , the lead member holding more than 50 % share in the consortium must satisfy the Eligibility conditions below. In clause 3.8.3 (iii), a list of key personnel is provided We understand that there is no restriction on the number ok key positions/number of CVs from consortium partner. Kindly confirm | Sole bidder/lead partner of JV to satisfy qualifying criteria 3.8.3 (i) & (ii). However “Essential key personal” CVs can be from any member of JV consortium. |
| 20 3 | 8,9,10,1 1 | 3.8.3 (iii) | The experience for key personnel is shown as 20, 15,10 years for various positions. We request you to consider years of experience as rounded; e.g. a professional with 9y8m to be rounded up to 10 years and likewise for other positions including essential key positions. | Experience of 6 months and above will be rounded off to next higher digit. For less than 6 months, experience will be ignored |
| 20 4 | 12 | 3.8.4 (B) I, Note 1 | It is requested that the payments for foreign experts be made in the currency of head office. The INR value has been very unstable in recent times and it is not possible to evaluate this over a few weeks, let alone a few years, and posses a big commercial risk to consultant. | Please see reply in item - 8 |
| 20 5 | 12 | 3.8.4 (B) – I – Commercial Proposal | It is understood that, no survey work is in the scope of service of IQSC, kindly confirm. equipment relates to survey are not taken in to account for commercial proposal. | Survey is not in the scope. However, scrutiny of survey carried out by Contractor/DMRC is in the scope of Consultant. |
| 20 6 | 13 | 16.1 | Cover numbers 4, 5 seem to have wrong information on the cover numbers. Eg. Cover no.4 says it has to be labeled as cover no. 3 This may be kindly corrected. | Labeling of cover no.4 and cover no.5 may be carried out correctly. |
| 20 7 | 34 | 6.15.2 (a) | Request for mobilization to be within 30 days of letter of award to allow necessary visa, work permitted applications etc. for the expatriates. | Please see reply in item 224 |
| 20 8 | 38 | 7.3.1 Note 2 | Please conform that in case additional staffs are requested by the client\, these will be paid for in accordance with the relevant man month rates and escalation as applicable. | Additional staff needed by KMRL will be paid as per accepted rate without any escalation |
| 20 | 38 | 7.4.1 | Substitution – confirm that 0.5% deduction in remuneration is for | 0.5% deduction is applicable on entire contract as per |

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| 9 | | | that position and note the overall value of the contract. | tender. However, if replacement, as instructed by KMRL is due to unsatisfactory performance, this penalty is not applicable. |
| 210 | 40 | 8.3.6 | We request for a yearly escalation clause as this will benefit both the consultant and the client, and is a transparent of addressing rising costs. | Tender conditions prevails |
| 211 | 76 and 77 | Format for financial proposal | In is understood that, KMRL shall provide office space to ISQC. Kindly confirm that sufficient office shall also be provided along with the office space. | 1500 sq. ft filled with air conditioner along with the basic furniture will be provided free by KMRL. No. separate office space will be provided. |
| 212 | | | Is there a current project schedule for the whole project lifecycle, including any key milestone for deliverables during the project period? | Reach-I (13 km) is proposed to be completed by Dec'15 and Reach-2(12km) by March'16 |
| 213 | | | The amount of bid Security appears to be higher than we would normally expect for a project of this nature. Is it possible to reduce the amount of bid security? | Tender condition prevails |
| 214 | | | Our company policies requires that the bid security must be returned before the issuance of performance security. Please confirm that this acceptable to KMRL? | Bid security will be returned after receipt of performance security |
| 215 | | | IS it is compulsory for expatriate workers to remain in Kochi full – time during the whole period of the project or could some of the activities be carried out overseas? | Expatriates and other Consultants to stay in cochin only |
| 216 | | | Is the entire railway alignment on viaduct, and if not are there any underground sections? | Only viaduct |
| 217 | | | Are there any platform Screen doors (PSDs) being installed at the station? | Yes |
| 218 | | | Can you please provide an indication on the scoring criteria for the CVs provided? | Key essential positions have been assigned marks and experience. If CV received is having less experience, the marks shall be proportionately reduced. |
| 21 | | | Our understanding is that you require 30 consultant/ engineers | Total requirement is 30 consultant / engineers |

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| 9 | | | however in clause 3.83 (note – (i)) it's mentions 25 consultant/ engineers. Please clarify the number required? | |
| 220 | | | The technical evaluation is not very clear. Can we assume that a consortium who is meeting the required qualifying criteria, scores 70% for their CVs is responsive and has lowest financial offer would be declared the successful bidder? | Yes, your assumption is correct |
| 221 | | | We presume that one station E&M expert is required (Appendix – XI) , please can you confirm our interpretation? | Yes, one E&M expert is needed |
| 222 | | | Please clarify whether CV's of all key Personnel are to be submitted with the bid or just for essential Key positions? | "Essential key position" CVs only needed at the time of submission of tender |
| 223 | | | How many days will KMRL take to release the payments after submission of our monthly invoices? | If date of submission of Invoice is 'D', 80% payment will be released in D+7 days and balance 20% in D+14 days |
| 224 | | | Can the mobilization period of 15 days should extended to one month? | Essential key positions and Engineers covered in item 13 & 16 are to be positioned in 30 days of issue of LOA. Balance positions within 45 days of issue LOA. |
| 225 | | | In line with our earlier letter reference LIC 130919 – 01 , and dated 19 th September 2013 , we request an extension of the tender period by two weeks from the date of your response to these queries? | Date of opening of prequalification cum technical proposal is 15:00 hrs on 18 th October 2013. And proposal due date (last date): 14:00 hrs on 18 th oct 2013. |
| 226 | 7 & 12 | 3.6.3 & 3.8.5 | As per clause 7 RFP can be obtained by paying non-refundable tender cost of Rs.25000/- As per clause 3.8.5 RFP/Tender cost will be Rs.50,000/- Please clarify which is applicable. | Rs.50,000 (fifty thousands) is cost of tender form. |
| 227 | 8 | 3.8.2 / 3.8.3 | As per clause 3.8.3(i), bidder must have executed 5 "eligible assignments". It is our understanding that "executed" includes "completed" as well as "running" projects where total consultancy fee is as per clause 3.8.2(a). Pl./ confirm | Yes, eligible assignment can be from 'executed' or 'running' projects |
| 228 | 8 | 3.8.3 (iii) | As per our understanding:- for the experience of team leader 20+ years in "railway" means any railway organization. pl. confirm | Please see reply for item 3 |

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| | | | Minimum 10 yrs in metro/MRTS includes railway experience also. pl. confirm | |
| 229 | 13, 46 | 3.8.5 & 11 | As per our understanding bid security of Rs.50 lakh is to be kept in cover no.1 (missing item “e” on p.13). pl. confirm. | Yes, bid security amount to be kept in cover no.1 |
| 230 | 18 | 5.7(6) | Please confirm that this will be applicable only on designs submitted through executing agency (DMRC) | Yes |
| 231 | 38 | 7.4.1 | As per our understanding substitution penalty of “0.5% of the agreement value” means 0.5% of the man month rate of that particular resource for the period of substitution only. Pl confirm | Tender conditions prevails |
| 232 | 39, 77 | 8.333.2, Appendix XI, Item C | Since payable overhead are not linearly proportional to manpower deployment, it is suggested that overheads (Appendix XI, Item C) may be broken into two components: Fixed overheads: on per month basis Variable overheads: as % age of billed amount | Tender conditions prevails |
| 233 | 39 | 8.3 | Variation clause incorporating variation up to +15% of the contract value on the same rates, terms and conditions may be added. Beyond +15% of contract value, new rates shall be agreed to between employer and consultant. | Variation up to +25% of the contract value at accepted rate is applicable. Beyond +25% rates shall be as per mutually agreed terms & conditions. |
| 234 | 63 | Appendix IV | Pl confirm that this will be a non-evaluated item | Yes, it will be non evaluated item |
| 235 | 6 | 18-34 | While scope of quality and safety monitoring for civil works has been covered in some detail, scope of work and responsibilities for other recourses are not very clear. It may be added. | Please see reply at item 161 |
| 236 | 6 | 3.3 | In view of the quantum of work involved to submit a cost effective proposal for a project of this nature, the given time of three days from the date of pr-bid meeting would not be sufficient. We need to hold discussions and take decision in light of the discussions that would take place in the pre-bid meeting with our consortium members, located overseas/expats. Hence request you to kindly | Please see reply at item 1 |

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| | | | extend the date for submission of technical & financial proposals by at least four weeks from the date of issue of clarifications to our queries / minutes of pre-bid meeting. | |
| 23 7 | 8 | 3.8.2 | We feel, consultancy fee of Rs.20 crs from a single work order is very rare in Indian context. Hence, kindly consider to revise the consultancy fee from a single work order to Rs.20 crs for more participation of domestic firms. | Tender Conditions prevails |
| 23 8 | 11 | 3.8.3 | Since, this position is for both safety & environment, Graduates with specialization in environmental engineering may also be considered. | Tender Conditions prevails |
| 23 9 | 11 | Note (i) | It is indicated as 25 consultants/Engineers in the RFP document, whereas by adding all the individual positions the total number of experts is totaling to 30. Pl. confirm | Please see reply at item 113 |
| 24 0 | 8 | 3.8.3 | In terms of “Pg.11, Note, (i)”, Out of the 25 consultants/engineers 6 positions are classified as “essential key positions” and only these six CVs will be given weightage during technical evaluation. Hence, in view of the tight time lines we request you to modify the clause “pg.8, Cl.3.8.3 (iii)” such that only six CVs of those essential key positions are to be submitted in the Technical Proposal and balance CVs can be submitted on award of the project. | Please see reply at item 4 |
| 24 1 | 11 | Note (i) | As requested in the para above, since the evaluation is based on essential key positions only, the CVs of other key personnel may be allowed to be submitted at later stage. Further, also please indicate the requirement of support staff along with their qualification / experience/man month requirement for common comparison purpose of bids. | Please see reply at item 4 The requirement of support staff is to be assessed by Bidder |
| 24 2 | 40 | 8.3.6 | Since the overall duration of the assignment is about 3 years, payment of escalation may please be considered. | No escalation is payable. |