



NATIONAL HIGH SPEED RAIL CORPORATION LTD. (NHSRCL)

Asia Bhawan, 2nd Floor, Road No. 205, Sector-9, Dwarka, New Delhi-110077, India

Reply to Queries

SET-01

Name of Work: Project Management Consultancy Services for Construction of Civil Works Packages for Mumbai Ahmedabad High Speed Rail (MAHSR) Project

Date: 12.12.2020

RFP No.: NHSRCL/CO/CA/MA-SVGC/2020/34

S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
1	Section 1. Notice Inviting Tender Clause-6: Bid Security, Page-7 of 316	Proposals must be accompanied with the Bid Security in the form of Bank Guarantee for a value of INR 16.00 Crore in favour of National High-Speed Rail Corporation Limited payable at New Delhi (India). The Bank Guarantee shall be on prescribed format as given at Section-3 of this RFP and shall be from any Scheduled Commercial Bank Listed in Schedule II of the Reserve Bank of India Act, 1934 and shall remain valid for a period of 90 (Ninety days from the deadline of submission of the Proposal. Kindly note that Proposal submitted without valid bid security shall be liable to be summarily rejected.	<p>a) With reference to the recent OFFICE MEMORANDUM issued by Department of Expenditure -Ministry of Finance, Government of India, it was clarified that "no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for "Bid Security Declaration" should be kept in the Bid Documents." Accordingly, it is requested to clarify whether the Bid security can be replaced with "Bid Security Declaration" - Requested for necessary clarification and specify format for "Bid Security Declaration" as applicable.</p> <p>b) In case of submission of BID Security on compelling circumstances, It is requested clarify if the JV partners can separately submit the Bid Security as per the share of the JV partners, where the sum of all JV partner's Bid Security shall be equal to the amount specified i.e., INR 16.00 Crore – Request for Clarification.</p>	<p>a) Tender Conditions remain same.</p> <p>b) Please refer S.N 23 of Addendum no 02.</p>



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2	Section 2, ITC-DS, Clause 9.2, Page D- 3	In the event that the Consultant constitutes a Joint Venture/Consortium, the Consultant shall submit (i) a copy of the Joint Venture/Consortium Agreement or Letter of Intent with its Technical Proposal, and (ii) a power of attorney (executed by all members) that authorizes the designated lead or managing member of the Joint Venture/Consortium to act for and on behalf of the Joint Venture/Consortium and to legally bind such Joint Venture/Consortium in any contractual or similar documentation. Any Joint Venture/Consortium agreement or Letter of Intent and Joint Venture/Consortium power of attorney shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant	We request Client to provide the following formats: 1. Joint Venture/Consortium Agreement 2. Power of Attorney of the Lead Partner – to be provided by JV partners 3. Power of Attorney – for the authorised representative of the firm These may be submitted by the Consultant along with TECH 1.	Please refer to S.N 04 & 05 of Addendum No.02.
3	Section 2, ITC-DS, ,Clause 10.1 (viii) Page D-6	Training is a specific component of this assignment. This will constitute imparting training to officials dealing with execution of MAHSR Project in the technologies likely to be adopted on the Project. The Consultant will impart training to 24 officials dealing with execution of MAHSR Project. The training shall be arranged and imparted as specified in Section-5 (Terms of Reference). Whereas Clause 3.6 (C), on page ToR-60 states the follow: Client if desire, may depute their own people (limited <i>maximum</i> to 30) to work with consultants as part of consultant's organisation, for the purpose of technology	Please clarify: 1. The exact number of Client officials that will be deputed for training 2. Whether the salaries of the Client officials will be borne by Client or the Consultant have to pay the salaries of the Client officials deputed during the training period.	1. Training requirement is deleted. Please refer to S.N 12 of Addendum No. 02. 2. Please refer to clause 3.6 C of Terms of Reference in Section-5, which is self-explanatory.



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		transfer. The salary and all other expenditure of such persons will be borne by Client himself.		
4	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Sub Clause 1.2, I, page D-20	Overall, the single consultant or jointly the JV/ Consortium should have experience as General Consultants / Project Management Consultants for Design, Design Review, and/or Construction Supervision consultancy for relevant and related sectors as mentioned above in the last ten (10) years. The sum total of the Consultancy fee received from the substantially completed projects by the applicant i.e. all partner of JV/Consortium, should be in excess of cumulative INR 1500 Cr in the last ten (10) years. Consultants (Single Entity or JV/Consortium) must submit details of awarded projects duly Certified by the Auditor/Chartered Accountant, as per Form No. TECH 2C(I).	<p>1. It is requested that on-going projects should also be allowed by NHSRCL under this criterion. Fees received by the Consultant till 31st October 2020 may be considered as cut-off point for the on-going projects.</p> <p>2. We understand that Design and/or Design review shall be considered as experience for the purpose of the RFP under GC/PMC experience, please confirm.</p>	<p>1. Tender conditions are clear and remain same. Also, Please refer S.N 25 of Addendum No. 02.</p> <p>2. Yes. Your understanding is correct.</p>
5	Section 2, ITC-DS, Attachment-1 to data sheet (For ITC 14.2) Second Stage: Technical Evaluation Criteria for Marking and Evaluation of Key CVs, Page-74, 75 of 316	<p>General qualifications (15%)</p> <ul style="list-style-type: none"> • Age- 20%. <p>Adequacy for the assignment (85%)</p> <ul style="list-style-type: none"> • Substantial Completion- 40% • Working Experience- 40% 	<p>It may be noted that, the breakup under each of the head sums up to 20 % (for General qualifications) and 80 % (for Adequacy for the assignment). It is requested to clarify the percentage breakup.</p> <p>General qualifications (20 %)</p> <ul style="list-style-type: none"> • Age- 20% <p>Adequacy for the assignment (80 %)</p> <ul style="list-style-type: none"> • Substantial Completion- 40% • Working Experience- 40% 	Please refer to S.N 01 of Addendum No.02.
6	Section 2, ITC-DS, Attachment-1 to data sheet (For ITC 14.2) Second	Adequacy for the assignment: Substantial Completion (Same/Equivalent or Higher Position in Project(s))	What does substantial completion mean for this criteria please clarify, and as regards the adequacy of number of years is based single / multiple projects where the person has	Please refer to S.N 01 of Addendum No. 02.



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	Stage: Technical Evaluation Criteria for Marking and Evaluation of Key CVs, Page-75 of 316		performed same equivalent or higher position in the project	
7	Section 2, ITC-DS, Attachment-1 to data sheet (For ITC 14.2), Details of key Positions and distribution of marks, Page D-1 to D-4	Working Experience in relevant or related sectors of Personnel	We understand the definition of "Working Experience in Relevant or Related Sectors of Personnel" is same as defined in case of Work experience of Consultant i.e., Relevant sector experience means - PROJECT work in Railways, Metros, Bridges, Flyovers, Viaducts, Highways, Tunnels (Hydro & Passenger). Related sector experience means - PROJECT work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations. We request Client for confirmation of above understanding.	Yes. Your understanding is correct. <u>Tender Conditions remain same.</u>
8	Section 2, ITC-DS, Attachment-1 to data sheet (For ITC 14.2), Sub Clause . No. 1.3 "Financial Capacity", Page D-21	Annual Turnover: Consultants (Single Entity or JV/Consortium) must meet all the below minimum financial requirement	In Item 1 of Note (page D-21), the enhancing factor is included to bring the value of work to current costing level. We understand that the value of Annual Turnover shall also be brought to current costing level by enhancing the executed value of turnover to financial years ending 31st March 2020 at simple rate of 5% per annum.- We request Client for confirmation of above understanding	Please refer S.N. 25 of Addendum No. 02.
9	Section 2, ITC-DS, Attachment-1 to data sheet (For	In case of JV/ consortium, the Lead Partner must have annual turnover of INR 360 Crores (40% of the Rs. 900 Crores) for each of the last 3 years and the turnover of each of the other	Considering the global economic slowdown, the turnover and business operation were severely affected. In view of the global crisis, it is requested to consider the average annual	<u>Tender Conditions remain same.</u>



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	ITC 14.2), Sub Clause. No. 1.3 "Financial Capacity", Page D-22	member must be at least INR 90 Crores (10% of 900 Crores) for each year in the last three years ending 31/03/2020	turnover of last three years instead of each year. This would facilitate the potential consultant to make up the crisis face during pandemic with previous year's performance. It is requested the Client to consider the following: In case of JV/ consortium, the Lead Partner must have average annual turnover of INR 360 Crores (40% of the Rs. 900 Crores) for each of for the last 3 years and the average annual turnover of each of the other member must be at least INR 90 Crores (10% of 900 Crores) for each year in the last three years ending 31/03/2020.	
10	Section 3, TPF, TECH-1: Technical Proposal Submission Form, Para 1, Page TPF-3	Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."]	As per ITD 12.5 of data sheet, we understand that the Technical Proposal and Financial Proposal shall be submitted online. Hence, the word "sealed envelope" is not applicable for this bid system. We suggest appropriate wording as under "We are hereby submitting our Proposal electronically on the e-procurement portal of NIC (CPP Portal) https:// etenders.gov.in/eprocure/ app which includes this Technical Proposal (comprising of documents specified in ITC 10) and Financial Proposal (comprising of documents specified in ITC 11) in accordance with the requirements of the RFP Documents" Request you to confirm	Please refer to S.N 13 of Addendum No.02.
11	Section 6, SCC, Clause 4.2 (b), Page FOC-48	Existing clause is to be replaced as under: Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's	Considering the long-term requirement, we request Client not to impose 5% (five percent) reduction for first two replacements for National experts during the contract.	Please refer to S.N 14 of Addendum No.02.



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		<p>written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. Substitutions of Key experts on all other circumstances shall be subject to reduction of remuneration equal to 05% (Five Percent). of the remuneration specified in the contract for such positions. However, no penalty shall be levied for international expert if they complete minimum 02 (two) years in performing the Services for the assignment.</p>	<p>Alternatively, no penalty should be levied if the national expert has completed 2 years in performing the services for the assignment as a similar procedure followed for International expert.</p> <p>We feel there should not be any difference of procedure for international and domestic experts.</p>	
12	Section 5, Terms of Reference (TOR), Clause 1.3, Page TOR -10	<p>1.3 General Consultancy Services:</p> <p>a) Japan International Cooperation Agency ("JICA") appointed a joint venture consisting of Japan International Consultants for Transportation Co. Ltd., Nippon Koei Co. Ltd., and Oriental Consultants Global Co. Ltd. (hereinafter jointly referred to as "JICA Consultants") to provide General Consultancy (excluding Supervision) for the Project.</p> <p>b) Preparation of Design Documents and Bidding Documents as well as providing Tender Assistance has been carried out by the JICA Consultants</p>	<p>1. Kindly clarify the roles and responsibilities of General Consultants.</p> <p>2. Please clarify whether Japan International Consultants for Transportation Co. Ltd., Nippon Koei Co. Ltd., and Oriental Consultants Global Co. Ltd are eligible to work as Project Management Consultant.</p> <p>3. Kindly clarify the overlap of design activity of General Consultant and Project Management Consultant.</p>	<p>1. General Consultant is responsible for designing and preparation of bidding document for construction packages.</p> <p>2. The eligibility of any consultant or otherwise is not decided at pre bid stage.</p> <p>3. we do not contemplate any overlap between the two.</p> <p><u>Tender Conditions remain same.</u></p>
13	Section 5, Terms	Environmental Expert Social safeguard Expert	We request Client to clarify the requirement of the following experts which are not given in the	The project requirements as stipulated in ToR shall be complied



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	of Reference (TOR), Impact assessment for Environmental and Social aspects, TOR-97 to 107 and Table-3 Scope of works for the Key personnel TOR 65 to 72		RFP/TOR <ul style="list-style-type: none"> • Environmental Expert • Social safeguard Expert • Gender Specialist 	by the consultant and accordingly chalk out the working methodology including the deployment of experts in different category/level for all activities envisaged. <u>Tender Conditions remain same.</u>
14	Section 6, GCC, Clause. No. 5.4, "Services, Facilities and Property of the Client" Page FOC-35,	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix G at the times and in the manner specified in said Appendix G.	Kindly provide "Appendix G" indicating details of Services, Facilities and Equipment to be provided by the Client	Assistance, Services and arrangements provided by Client are specified in clause 8 of Terms of Reference (TOR) and same will be inserted in "Appendix G" during preparation of Contract Documents. All other facilities, equipment, property, services etc. for the purpose of Services shall be included in the scope of consultant only. <u>Tender Conditions remain same.</u>
15	Section 5, Terms of Reference (TOR), Clause 7, Note: "Licenses", page TOR 84	a) AutoCAD – Required number of AutoCAD licenses, as decided jointly between NHSRCL & Engineer shall be procured by NHSRCL. b) Primavera P6 – Required number of AutoCAD licenses, as decided jointly between	We understand that the required software licenses related to item mentioned in Sl. No. (b) & (c) are "Primavera P6" & "Primavera Unifier" not AutoCAD. In addition to above requirement, it is	1. Yes, it is related to primavera licenses. Please refer S.N 22 of Addendum No. 02. 2. Procurement of all other softwares, if required, shall be under the scope of Consultant.



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		NHSRCL & Engineer shall be procured by NHSRCL. c) Primavera Unifier – Required number of AutoCAD licenses, as decided jointly between NHSRCL & Engineer shall be procured by NHSRCL. Licenses will cover requirement for Civil packages, Particular Bridge, Depot packages, Track, Rolling Stock, IM and other packages	understood that Client shall provide necessary licenses design software for review and preparation of design (in case of works contract), as per requirement. Request for clarification	
16	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Clause no. 1.1 "Technical Capacity" page no. 66 of 316 /D19	Each company participating in the proposal should be registered and incorporated in India/Japan and must full fill the requirements of the source country as per section 7 of this document.	Bidder understands that if bidder decides to bid in consortium then registration of consortium is not necessary. NHSRCL to kindly confirm bidder understanding in this regard.	Please refer ITC –DS clause 9.2 of RFP which is self-explanatory. <u>Tender Conditions remain same.</u>
17	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Clause no. 1.2 "Technical Capacity" page no. 66-67 of 316 /D19	Experience means projects that are completed or ongoing in the last ten (10) years. Relevant sector experience means - PROJECT work in Railways, Metros, Bridges, Flyovers, Viaducts, Highways, Tunnels (Hydro & Passenger). Related sector experience means - PROJECT work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations.	Bidder understands that Industrial Parks mentioned under Related Sector Experience includes Refinery & Petrochemical Plants which are very complex projects. NHSRCL to kindly confirm bidder understanding in this regard.	No, it does not include Refinery and Petrochemical plants. <u>Tender Conditions remain same.</u>
18	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2),Details of key positions	Details of key Positions and distribution of marks.	Bidder understands "International Expert" means an expert with International Experience. International Expert need not be expatriate.	International expert means not from the origin of the country of the client and International experience does not include experience in the country of the client.



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	and distribution of marks page no. 72 of 316 /D-1		NHSRCL to kindly confirm bidder understanding in this regard.	<u>Tender Conditions remain same.</u>
19	Section 3, TPF, TECH-7: Expert Schedule, Note. 3, page no. 112 of 316 /TPF-26	3 One (1) month equals twenty-two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation].	Bidder requests NHSRCL to kindly modify the said note as below: "One (1) month equals twenty-two (22) working days. One (1) working day shall be not less than eight (8) hours beyond which any time worked shall be payable additionally on Pro-rata Basis. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation]". NHSRCL to kindly consider and confirm	Foot note 3 of Form TECH-7 and clause 4.6 (b) are self-explanatory. <u>Tender Conditions remain same.</u>
20	Section 2, ITC-DS, Clause 10.3 VI, Page 54 of 316/ D-7 Form of Bid Security (Bank Guarantee), page no. 120 of 316/TPF-34	(vi) The Bid Security of a JV shall be in the name of the JV that submits the proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of proposal, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in TECH-1(Section 3) as per ITC 9.	Bidder requests NHSRCL to kindly accept bid security from the Lead member of the JV/Consortium instead of with names of all future members. NHSRCL to kindly consider and confirm.	Please refer response at S.N. 01 above.
21	Section 4, FPF, Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5, Clause no. 5	(i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. Please note that, for purposes of computing remuneration payable to Experts, payments for periods of less than one month	Form TECH-7: Expert Schedule, Note. 3 indicates 22 days in a month, whereas Clause no. 5 (i) "Form FIN-3" indicates "one day being equivalent to 1/30th of a month" in the last line of the said clause. To bring parity in the clauses bidder request that above clause may please be modified as follows:	<u>Tender Conditions remain same.</u>



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	(i) "Form FIN-3", page 130 of 316/FPF-9	shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).	"one day being equivalent to 1/22 nd of a month" NHSRCL to kindly confirm.	
22	Section 4, FPF, Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5, Clause no. 5 (ii) (g) "Form FIN-3" "Home office rate", page no. 130 of 316 /FPF- 9	Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5 5 Form FIN-3 Remuneration g. Home office rate; remuneration rate when the Expert is working in the Consultant's home country office. h. Field rate; remuneration rate when the Expert is working outside the Expert's home country.	As per the referred clause "Home Office" needs to be quoted. However, at present there is no option to quote home office and field office rates separately. NHSRCL is requested to kindly confirm the requirement of Home Office rates.	Please refer to S.N 16 & 17 of Addendum No.02.
23	Section 4, FPF, Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5, Clause no. 7 (iv) "Form FIN-5" "International Travel", page no. 133 of 316 /FPF-12	Form FIN-5: Breakdown of Reimbursable Expenses	Bidder understands that international locations mentioned in Form FIN-5 are only sample location. However, International travel costs to be quoted/reimbursed shall be based on the actual international locations. NHSRCL to kindly confirm	Yes. Your understanding is correct. <u>Tender Conditions remain same.</u>



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24	Section 4, FPF, Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5, Clause no. 7 (v) "Form FIN-5" "Miscellaneous Travel Expenses", page no. 133 of 316 /FPF- 12	Form FIN-5: Breakdown of Reimbursable Expenses	Please note that presently there is no option for quoting Miscellaneous Travel Expenses in form FIN 5. NHSRCL is requested to kindly revise form FIN-5 accordingly.	Please refer to S.N 17 of Addendum No.02.
25	Section 6, Form of Contract, SCC clause no: 6.5 (a) iii (b), Page no. 302 of 316 /FOC- 52	(iii) Timing of Advance Payment: (a) The first instalment shall be paid immediately after signing of the Contract Agreement; And (b) The second instalment shall be paid after the production of evidence for satisfactorily setting up regional cum HQ office at Surat and deployment of few Key Positions.	The said clause indicates, "The second instalment shall be paid after the production of evidence for satisfactorily setting up regional cum HQ office at Surat and deployment of few Key Positions." Bidder requests NHSRCL to kindly provide number and category of the key Positions personnel to be deployed at regional cum HQ office.	Please refer S.N 15 of Addendum No. 02.
26	Section 6, Form of Contract, Appendix K – Form of Indemnity Bond, page no. 311 of 316 /FOC- 61	The risks and coverage shall be as follows: A. Professional Liability :- The Consultant shall indemnify and hold harmless the Client, its officers and employees from and against damages, liabilities, losses, costs and expenses caused by the negligent acts, errors or omissions of the Consultant or of those for whom the Consultant is legally liable which arise out of the Consultant's performance of its	In line with requirement of tender conditions successful consultant will submit Performance Guarantee @ 2.5% of contract value as an assurance of performance. Therefore, bidder requests NHSRCL to kindly waive off the requirement of submission of Indemnity bond of Rs. 150 Cr. NHSRCL to kindly consider and confirm	Purpose of Performance Guarantee is totally different from the requirement of insurance maintained against the potential risks in Projects. <u>Tender Conditions remain same.</u>



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		<p>professional services under this agreement. The coverage amount for professional liability is INR 150 Crore in the prescribed format of Indemnity Bond (Appendix K).</p>		
27	New Clause		<p>In the event any contractor of the Client invokes arbitration or litigation against PMC, or PMC may be called upon to provide assistance to the client during arbitration / litigation. Therefore, bidder requests that following new clause may please be added:</p> <p>“Notwithstanding any other provision in this Contract, in the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) appointed by or on behalf of Client, arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s), the Consultant shall provide all the necessary assistance including recommendation (except on legal issues) until a period of 6 months after the expiry of DLP period on mutually agreeable rates.</p> <p>Client undertakes to hold Consultant harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) of Client against Consultant arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or</p>	<p><u>Tender Conditions remain same.</u></p>



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			<p>prospective bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by Consultant in defending or settling any suit, writ or other action or proceedings by any such third party [including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] of Client, in which Consultant has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law.”</p> <p>NHSRCL to kindly consider and confirm.</p>	
28	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Sub Clause 1.2 (iii), page D-20 pdf (67 of 316)	<p>Overall, the Single Entity or jointly the JV/ Consortium should have experience in Project Management Consultancy for design review, and/or Construction supervision consultancy in relevant sectors as mentioned below: in last 10 years</p> <p>a) ongoing or completed projects - two (2) contract values of INR 20 Cr each</p> <p>OR</p> <p>b) Ongoing or completed Projects - five (5) contracts value of INR 10 Cr each</p> <p>Consultants (Single Entity or JV/Consortium) must submit details of awarded projects duly Certified by the Auditor / Chartered Accountant, as per Form No. TECH 2C(III).</p>	<p>Is it correct to assume that higher experience such as DESIGN along with DESIGN review will also be relevant – as an example (page D-20 1.2 (iii)) Project Management Consultancy for design review, and/or Construction supervision consultancy in relevant sectors)</p>	<p>Please refer response at S.N 04 above.</p> <p><u>Tender Conditions remain same.</u></p>



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29	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Sub clause 1.2 (ii), page D-20 pdf (67 of 316)	<p>Overall, the single consultant or jointly the JV/ Consortium should have experience in Project Management Consultancy for design review, and/or Construction supervision consultancy in relevant sectors as mentioned below with respect to experience: in last 10 years</p> <p>a) Rail / Metro / Highways projects (ongoing or completed) - Minimum cumulative length 50 kms</p> <p>AND</p> <p>b) Bridge/Viaduct Projects (ongoing or completed) – Minimum cumulative length of 5 kms</p> <p>AND</p> <p>c) Transport Tunnel Projects, (Ongoing or completed) – Minimum cumulative length of 5 kms</p> <p>Consultants (Single Entity or JV / Consortium) must submit details of awarded projects duly Certified by the Auditor / Chartered Accountant, as per Form No. TECH 2C(II).</p>	As regards experience please clarify will experience calculation involve consortium % share of partner, please clarify.	Please refer S.N 25 of Addendum No.02.
30	Section 6, GCC Clause 3.2-page FOC- 25/26, pdf (page 275-276 of 316) and ITC- Clause 3.2.2 be as per the tender , also ITC Clause 3.1, 3.2 (a), (b), (d) page- ITC 6/7), pdf	<p>3.2 Conflict of Interest</p> <p>The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.</p> <p>(a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's</p>	To ensure that consortiums are aligned to the tender condition section 3.2 page FOC- 25/26 (page 276/316) - Please clarify if companies who are either part of GC or any other ongoing works currently (Section 3.2.3) can participate in this tender and what would the definition of affiliates (Section 3.2.2) be as per the tender (also section 3.1, 3.2 (a), (b), (d) page-ITC 6/7)	<p>1) A consultant engaged in design and/or in preparation of bid document of construction packages on this project can participate in this tender.</p> <p>2) An equity shareholding by the Consulting firm in other firm/s directly or via its subsidiary means an associate relationship whereas</p>



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	(page 24-25 of 316)	<p>only payment in connection with this Contract and, subject to Clause GCC 3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.2 Consultant, and Affiliates Not to Engage in Certain Activities</p> <p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services or non-consulting services</p>		<p>affiliate means an indirect majority equity shareholding in the other firm through a common shareholding firm/s, except if the shareholding firm is a financial, banking institution or an investment company.</p> <p><u>Tender Conditions remain same.</u></p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		<p>resulting from or directly related to the Services for the preparation or implementation of the Project, unless otherwise indicated in the SCC.</p> <p>3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.4 Strict Duty to Disclose Conflicting Activities The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.</p>		
31	Section 3, TPF, TECH 2C(ii), page no. TPF- 9, pdf (page 95 of 316)	Form TECH-2C(II) - Consultant's Experience	TECH 2C(ii) mentions Tunnel (Hydro and Passenger) however it is assumed that Transport (Railways and Highways tunnels are also included) apart from Related experience mentions Tunnel as (Hydro and Passenger). Please clarify if TECH 2C (ii) Tunnel includes Railways, Highways, Hydro, Passenger etc	Yes. Your understanding is correct. Tender Conditions remain same.
32	Section 2, ITC-DS, Attachment-1 to Data Sheet (For	Criteria for Evaluation of Consultant and Marking Methodology: Scoring Methodology	5000 Cr (page D-5/ page pdf 76) – these figures refer to capex value of the project executed by consultant(s), please clarify	Please refer S.N 18 of Addendum No. 02.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	ITC 14.2), Page D-5/ pdf (76 of 316)	Table: Large Civil Projects in Relevant sector or Related sectors over the past 10 years.		
33	Section 2, ITC-DS, Attachment-1 to Data Sheet (For ITC 14.2), Sub clause 1.2	Technical Capacity	<p>Except for section 1.2 subsection (I) page D20 – the INR 1500 Cr consultancy fees is for projects considered as completed or substantially completed; where consultancy fee received is 80% or more of the contract amount as on the deadline of submission of proposal.</p> <p>However, for all other criteria the condition is for Ongoing/Completed, trust this understanding is correct (references as below of ongoing/completed)</p> <ul style="list-style-type: none"> g. Section 1.2 subsection (II) page D20 h. Section 1.2 subsection (III) page D21 i. Section 1.2 subsection (IV) page D21 j. Second Stage: Technical Evaluation Subsection (Page 70/316 Page D1) subsection 1a, 1b, 1c, 1e, k Criteria for Evaluation of Consultant and Marking Methodology (page 76/316-page D 5) - Completed or Ongoing JICA Funded Project l. TECH-2C(II) / (III) / (IV) / TECH-2E(I) / (II) / (IV)- Consultant's Experience – Ongoing/Completed <p>We understand that ongoing projects are those projects that are under execution by various consortium partners and to be used for experience, while substantially completed projects are for the purpose of revenue calculations.</p>	<p>Yes. Your understanding is correct.</p> <p>Tender Conditions remain same.</p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
34	Section 2, ITC-DS 10.3, Page D-6 pdf (page 53 of 316)	Section 2 - Instructions to Consultants Data Sheet: Bid Security Add New Clause 10.3 as under (i) The Consultant shall furnish as part of its Technical proposal a Bid Security in the amount and currency 16 (Sixteen) Crore INR. The Bid Security shall be a demand guarantee in any of the following forms at the Consultant's option:	Aligned to the recent Min of Finance announcement, will the EMD amount of 16 Cr be replaced by bid security self-declaration – Kindly confirm	Please refer response at S.N 01 above.
35	Section 2, ITC-DS 12.6, Page D – 13, pdf (page 60 of 316)	Section 2 - Instructions to Consultants Data Sheet: deadline for online Bid submission	The date of submission is 14th Dec 2020. The date of submission i.e. 14th Dec 2020 is too short. We request the submission to be in the 1st week of January 2021 or at least 4 weeks after final Prebid clarifications are received.	Please refer S.N 01 & 03 of Addendum No. 01 dated 02/12/2020.
36	Section 2, ITC-1 (n), page ITC-4, pdf (page 22 of 316)	1. Definitions "Joint Venture" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all businesses for and on behalf of any and all members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.	No subsidiary with base in any country other than India and Japan can participate as a JV partner. Please confirm.	Yes. Your understanding is correct. Tender Conditions remain same.
37	Section 4, FPF, Page FPF – 12, pdf (page 133 of 316)	(iv) International Travel For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country.	Please clarify the details about the extra trip to be reimbursed if the expert is available for 24 months. We presume, that for all International experts, one trip / year is to be considered as regular and would be reimbursable. The extra trip is upon completion of 24 months on the project. Please clarify.	One Extra trip is applicable in case of continuous deployment for 24 months. <u>Tender Conditions remain same.</u>
38	Section – 4, FPF, Page FPF – 11-12,	(iii) Per Diems Per Diem for local experts.	We understand that the per diem comprises room costs and subsistence allowance for	<u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	pdf (page 132-133 of 316).		meals and other similar expenses for local experts as well when they travel outside their regular place of working on official work. Please clarify.	
39	Section 4, FPF, Form FIN-5, Page FPF – 7, pdf (page 128 of 316)	Form FIN-5: Breakdown of Reimbursable Expenses: Provision for Per Diem for National expert	The Per diem for International expert is provided but there is no provision for the National expert. We understand that the per diem comprises room costs and subsistence allowance for meals and other similar expenses for local experts as well when they travel outside their regular place of working on official work. Please clarify	<u>Tender Conditions remain same.</u>
40	Section 2, ITC-DS 10.1, Page D-6, pdf (page 53 of 316)	10.1 (viii) Training is a specific component of this assignment. This will constitute imparting training to officials dealing with execution of MAHSR Project in the technologies likely to be adopted on the Project. The Consultant will impart training to 24 officials dealing with execution of MAHSR Project.	The training will have to be quantified and also the details of the training to be imparted will have to be detailed to bring all consultants on the same level for bidding.	Please refer response at S.N 03 above.
41	Section 2, ITC-DS 10.1, Page ITC 16-17, pdf (page 34-35 of 316)	Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3). Comments and suggestions on the Terms of Reference and on requirements for counterpart staff and facilities will be evaluated as ITC-17 part of the Technical	Please clarify what applicable amounts are to be included in the financial proposal	Please refer ITC-DS 10.1 and S.N 02 of Addendum No.02, which are self-explanatory.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		Proposal and applicable amounts will be included in the Financial Proposal.		
42	Section 1 , NIT, Page NIT-3, pdf (page 5 of 316)	3. a) payment and uploading of NDA for obtaining the RFP Upon verification of receipt of cost of RFP Document and NDA, Client will approve or reject the Consultant to download the RFP Document	Please clarify if it is mandatory for all the consortium members to upload the NDA or only leading firm.	The firms requesting to download the RFP documents are obligated to upload the NDA. <u>Tender Conditions remain same.</u>
43	Section 1 , NIT, Instructions for online proposal submission, Page NIT-13, pdf (page 15 of 316)	Instructions for online proposal submission: Consultants are required to enroll on the above-mentioned e-Procurement portal	Please clarify if all consortium members have to register and also buy the tender document or not	For registration, please refer ITC DS 5.1, which is self-explanatory. <u>Tender Conditions remain same.</u>
44	Section 2, ITC-DS, 11.1 (i), Page D-9, pdf (page 56 of 316)	List of all applicable Reimbursable Expenses	Please confirm prevention and countermeasures for COVID-19 will also be reimbursed.	Please refer ITC-DS 11.1 (i) and Clause 7 of Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5, which are self-explanatory. <u>Tender Conditions remain same.</u>
45	Section 2, ITC-DS, Attachment-1 to Data Sheet (for ITC 14.2), 1.2 Technical Capacity, Page	Experience means projects that are completed or ongoing in the last ten (10) years. Relevant sector experience means - PROJECT work in Railways, Metros, Bridges, Flyovers, Viaducts, Highways, Tunnels (Hydro & Passenger). Related sector experience means - PROJECT	We understand that "project work" means GC, PMC, Construction Supervision, Design and/or Design Review are all to be considered as eligible experience	Your understanding is correct. <u>Please refer S.N 30, 31 & 32 of Addendum no.02.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	D-20, pdf (page 67 of 316)	work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations.		
46	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), 1.2 Technical Capacity, II, Page D—20-21, pdf (page 67-68 of 316)	<p>II. Overall, the single consultant or jointly the JV/ Consortium should have experience in Project Management Consultancy for design review, and/or Construction supervision consultancy in relevant sectors as mentioned below with respect to experience: in last 10 years</p> <p>a) Rail / Metro / Highways projects (ongoing or completed) - Minimum cumulative length 50 kms AND</p> <p>b) Bridge/Viaduct Projects (ongoing or completed) – Minimum cumulative length of 5 kms AND</p> <p>c) Transport Tunnel Projects,</p>	<p>Please confirm that in case a consortium member submits a project which he carried out as a JV member (not as leading member), will the cumulative lengths of a) to c) be calculated as total of the project or as per the share of the consortium member in the project.</p> <p>Please also confirm that the above experience as a sub-consultant but not as a consortium member, shall also be counted as eligible experience. Additionally, Design experience is also valid along with Design review.</p>	<p>(i) Please refer the response at S.N 29 above.</p> <p>(ii) Experience as a sub consultant shall be eligible as per amount of work delegated by the JV/Consortium member for that part of the work only.</p> <p>(iii) Yes. Design experience is valid with Design review.</p> <p><u>Tender Conditions remain same.</u></p>
47	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2, Criteria for Marking and Evaluation of Key CVs, Page D-4, pdf (page 51 of 316)	Criteria for Marking and Evaluation of Key CVs, Adequacy for the assignment (85%) Substantial Completion (Same/Equivalent or Higher Position in Project(s))	Please confirm if the expert has more than 5 years of completed or substantially completed experience (accumulated) in the similar / equivalent position, he / she will score 100% for this criterion?	<u>Tender Conditions remain same.</u>
48	Section 2, ITC-DS, Attachment—1 to Data	The turnover of the applicant must be minimum INR 900 crores in each year for the last three years ending on 31.03.2020.	Please clarify if this turnover ONLY for Consultancy work for external clients and not for internal consultancy or for internal design	Yes, your understanding is correct. Turnover is for external client only



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	Sheet (for ITC 14.2, Page D-19, pdf (page 66 of 316))		and engineering when doing EPC contracts or O&M etc.	and not for the internal design & engineering. <u>Tender conditions remain same.</u>
49	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2, Sub Clause 1.1 page D19, pdf (page 66/316) And Page D 5, pdf (page 76 of 316))	Regular Employee Strength: (2000 employees)	How will the permanent employee criteria be evaluated for Indian and Japanese bidders?	As per the Technical Proposal Forms given in the RFP. <u>Tender conditions remain same.</u>
50	Formats Requested		May we please request the following formats for the bid response 1) Power of Attorney 2) Statement of Legal Capacity 3) Format for Power of Attorney for signing of BID 4) Format for Power of Attorney for Lead Member of Joint Venture 5) Format for Joint Bidding Agreement for Joint Venture 6) INTEGRITY PACT FORMAT 7) Teaming Agreement for Consortium	Please refer to S.N 04 & 05 of Addendum No. 02.
51	Section 2, ITC-DS, Clause no. 10.3, VI, page no. D7 (PDF 54/316)	The Bid Security of a JV shall be in the name of the JV that submits the proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of proposal, the Bid Security shall be in the	Please consider Bid Security from lead member of unincorporated JV.	Please refer response at S.N 01 above.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		names of all future members as named in the letter of intent referred to in TECH-1(Section 3) as per ITC 9.		
52	Section 3, TPF, TECH-2C(I), page no. TPF – 8, pdf (94 of 316)	TECH-2A(I) form	For column no. 6 named "Fee Received", please confirm this should be inclusive or exclusive of GST/taxes/duties/levies/VAT, etc.	Fee received is exclusive of taxes. <u>Tender conditions remain same.</u>
53	Section 3, TPF, TECH-2C(IV), page no. TPF-11, (pdf 97 of 316)	TECH-2C(IV)	Title of column 4 to be replaced as "Contract value of the assignment" to match with description of Data sheet, clause no. IV, page no. D-21, pdf (68 of 316)	Please refer to S.N 26 of Addendum No. 02.
54	Section 3, TPF, Form Tech-2E(I), page no. TPF-13, (pdf 99 Of 316)	Form Tech-2E(I),	For title of column no. 4, we understand money value of the project is Project capex cost, please confirm. In support of cost of the project we request you to consider other supporting documents like Work order, LOA, agreement, and/OR client certificate etc.; as in many of the cases <i>Chartered Accountant</i> may not be able to verify and confirm the project cost despite the supporting documents stated above.	Please refer to S.N 27 of Addendum No. 02.
55	General	Taxes, GST	This being project of national importance, please confirm as to whether GST is exempted for this project.	Please refer ITC-DS 11.1 (ii)-b, which is self-explanatory. <u>Tender Conditions remain same.</u>
56	General	Replies for pre-bid queries	Please inform the date for receipt of pre-bid replies from NHSRCL. Request to provide minimum 4 weeks' time for incorporation of replies in our proposal.	Please refer ITC-DS 8.1, which is self-explanatory. Also refer Addendum no 01 for revised dates.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
57	<p>Section 5, TOR, Clause 3.2, page TOR -52, pdf (page 186 of 316)</p> <p>Section 5, TOR, Clause 3.5.1 - I, page TOR -54, pdf (page 188 of 316)</p> <p>Section 5, TOR, Clause 3.5.1 - J, page TOR - 54, pdf (page 188 of 316)</p> <p>Section 5, TOR, Clause 3.5.1 - S, page TOR -55, pdf (page 189 of 316)</p>	<p>Revise design and detailed drawings (wherever required and agreed by the Client) for the Works Packages.</p> <p>Explain and/or adjust ambiguities and/or discrepancies in the Contract documents and issue any necessary clarifications or instructions, Issue further drawings and given instructions to the contractor for any works which may not be sufficiently detailed in the contract document, if any;</p> <p>Review and approve (issue an Engineer's response to) the Contractor's working drawings, shop drawings and design & drawings for temporary works. Also review and approve (issue an Engineer's response to), if any, design prepared by the Contractor for any part of the permanent works</p> <p>Modify the designs, technical specifications and drawing, relevant calculations and cost estimates as may be necessary in accordance with the actual site conditions.</p>	<p>Please clarify in case of any revisions confirmed by client, we understand that either the Contractor or GC shall carry out design and detailed drawings for the Works packages, and that PMC scope is only for review.</p> <p>PMC is not responsible for any design, detail engineering or approval as per clause (xii, xiii, xiv page TOR-94 – pdf (page 228 of 316)</p> <p>Please confirm</p>	<p>Please refer to S.N 38, 39 & 40 of Addendum No. 02.</p>
58	<p>Section 5, TOR, Clause 3.3, page TOR -52, pdf (page 186 of 316)</p> <p>Section 5, TOR, Clause 6 – II – Design Reports- a), page TOR-71, pdf</p>	<p>Review of Contractor's Submittals such as Preliminary and Detailed Design and Drawings, Technical Design & Drawings, Construction/ Installation Drawings etc. Prepared by the Contractors for Design Build Packages.</p> <p>Technical Design Review Report – Covering review of Contractor's submittals such as preliminary and detailed design and drawings, technical design & drawings,</p>	<p>We understand that the PMC scope is only for coordination and review and PMC is not responsible for any design, detail engineering or design calculations or basis as part of the PMC scope as per clause (xii, xiii, xiv - page TOR-94 – pdf (page 228 of 316)</p>	<p><u>Tender Conditions remain same.</u></p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	(page 205 of 316)	Construction/Installation drawings, etc. prepared by the contractors for design build packages		
59	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2, Page D-4 (pdf 75/316)	Criteria for Marking and Evaluation of Key CVs Substantial Completion (Same/Equivalent or Higher Position in Project(s)) (PD/Dy. PD/Chief-Tunnel/ Chief Planning/ Chief Design Engineer only from Relevant area while Chief Safety Engineer and Chief Contracts Manager may be from Relevant or Related) 5 years and above -100% 5 years or more – 100% 4 years to below 5 years – 75% 3 years to below 4 years – 50% Below 3 years' experience – 0%	We would like clarity on substantial completion – especially when we are taking contract staff or international expats as it would not be possible to get “substantial experience” validated as 80% project completed. Also, please clarify if this experience includes work in a consulting or contracting project but at same, equivalent or higher role. And if the role has to be employee or it can be contracted role also, as most international assignments use experts on contract basis.	Please refer S.N 01 of Addendum No. 02.
60	Section 2, ITC-DS 11.1 (i), page D-8, pdf page (55/316)	Minimum numbers of man-months prescribed for Experts are: - International Experts: 600 man-months	Please clarify International experts?	Please refer to response at S.N 18 above.
61	Section 5, TOR, Page 195 (TOR-61) Section 1, NIT, Appendix to NIT,NDA-Sub Clause 10 (NIT-10)	Clause 4 [Expected Time Schedule], Section-5, TOR the Total duration of Consulting Services will be 96 months. Sub-Clause 10 [Term], Section-1, Appendix to NIT, the effective term of the Agreement shall be for 6 years	The effective term of the Agreement in NIT should be for 8 years as per the Total duration of Consulting Services specified in TOR	<u>Tender Conditions remain same.</u>
62	Section 2, ITC-DS 10.1, Pdf 33 & 52 (ITC- 15) and (D-5)	Sub-Clause 10 [Technical proposal and	Please clarify whether the Key Expert's CV's should be of two pages or five pages	Please refer S.N 02 of Addendum No. 02.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		<p>format], Section-2, Instructions to Consultants, the Key Expert's CV's shall be five (5) pages for each Key Expert.</p> <p>As per Sub-Clause 10.1, Section-2 [Data sheet], Instructions to Consultants, the Key Expert's CV's shall be two (2) pages for each Key Expert.</p>		
63	Section 2, ITC-DS 10.1, pdf 53 (D-6)	As per Sub-Clause 10.1 (viii), Section-2 [Data sheet], Instructions to Consultants, the Consultant will impart Training to 24 officials dealing with execution of MAHSR project. The Training shall be imparted as specified in Section-5 TOR.	<p>Details on how training is to be imparted is not mentioned in TOR. Please clarify the following:</p> <p>(a) the location where the Training will have to be conducted</p> <p>(b) Travel, Lodging & Boarding costs for Trainees will be borne by the Client.</p> <p>(c) Specify the subjects for which the Training must be provided</p> <p>(d) Duration for Training</p>	Please refer response at S.N. 03 above.
64	Section 2, ITC-DS 11.1 (i), pdf 58 (D-11), 84-85 (D- 3 - D4), 111-112 (TPF-25-26), and 197-198 (TOR-63-64)	<p>Sub-Clause 11.1 (i), Section-2, Data Sheet, Instructions to Consultants, the minimum number of Man-months specified are:</p> <p>International Experts – 600 MM's Local Experts – 41040 MM's Total Experts – 57420 MM's</p> <p>As per the Commercial Sheet provided in Attachment-1 to Data Sheet of Section-2, Form Tech-7 of Section-3 and Clause 5, Section-5 of TOR, the minimum number of Man-months specified are:</p> <p>International Experts – 432 MM's Local Experts – 41208 MM's Total Experts – 57420 MM's</p>	<p>Please confirm the break-up of MM's:</p> <p>(a) The MM's for local and International Experts is different in Data sheet and Attachment-1 to Data sheet</p> <p>(b) The Total MM's specified do not add to 57420 MM's</p>	Please refer S.N 20, 21 & 42 of Addendum No. 02



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
65	Section 2, ITC-DS 11.1 (i), pdf 55-56 (D- 8 – D9)	Sub-Clause 11.1 (i), Section-2, Data Sheet, Instructions to Consultants, List of applicable Reimbursement Expenses	Please confirm that the Reimbursable expenses for carrying out Material Inspections, Factory Acceptance Tests, System Acceptance Tests at OEM locations, external Test laboratories for local and imported items in India and Japan is included in the Scope of the Client / Contractor.	Yes, it has been included. <u>Tender Conditions remain same.</u>
66	Section 2, ITC-DS 17.2, pdf 65 (D-18) and Section-5,TOR,pdf 195-196 (TOR-61 – 62)	Sub-Clause 17.2, Section-2, Data Sheet, Instructions to Consultants, the expected Date of Commencement is 28th January 2021. Clause 4, [Expected Time Schedule], Section-5, TOR, C4, C6 and P4 packages are shown to start from 14th Dec. 2020	Please confirm that the Commencement Date of C-4, C-6 and P4 packages shall be after 1st Feb. 2021	<u>Tender conditions remain same.</u>
67	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), pdf 77 to 81 (D-6, D1 to D4) and Section 5, TOR, pdf 217 (TOR-83)	Criteria for Evaluation of TOR understanding, and Work Plan provided in Attachement-1 to Data Sheet of Section-2 As per Section-7, Integrated PMIS System of TOR, the Client shall provide a digital platform for communication, managing, monitoring, and controlling the project	Please clarify: (a) Is the Consultant required to use any other digital tools and platforms other than the integrated PMIS system and digital tools developed and provided by the Client as specified in Section-7 of TOR. (b) If any other tools are to be used by the Consultant, whether the cost will be borne by the Client and how will these tools be integrated with Oracle Primavera + Unifier platform provided by the Client.	Consultant may use other software for their internal use, however from the perspective of client, the consultant is bound to use the integrated PMIS. Any digital tools/Software used internally by the consultant shall be at their own cost. <u>Tender conditions remain same.</u>
68	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), pdf 85 (D-4)	As per Note 3 & 4 of the Commercial Sheet provided in Attachement-1 to Data Sheet of Section-2, the International expert for Tunnel and Structure / Bridge shall also be deputed in India for Supervision of the Sites	Please clarify (a) how many MM's are to be taken for carrying out Design work in Japan and how many MM's are to be taken for Supervision of the Sites in India (b) No. of trips required and duration of each trip	Please refer S.N 21 & 42 of Addendum No. 02.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
69	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), pdf 86 (D-5)	As per Note 5 of the Commercial Sheet provided in Attachment-1 to Data Sheet of Section-2, Indian Design Engineers shall be deployed in Japan	Please clarify (a) whether these Indian design Engineers must be stationed full- time in Japan or will they also have the responsibility to Supervise the Sites in India. (b) Please provide Breakup of MM's required for these Engineers in Japan and India and required number of trips.	Please refer S.N. 21 & 42 of Addendum No. 02.
70	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), pdf 85 (D-4) And Section 5, TOR, pdf 186 (TOR-52)	As per Note 11 to 13 of the Commercial Sheet provided in Attachment-1 to Data Sheet of Section-2, the minimum MM's of International Experts have been provided As per Sub-Clause 3.2 of Section-3 of the TOR, the Consultant is required to revise design and detailed drawings (wherever required and agreed by the Client) for the Works package.	Please clarify (a) The Consultant understands that as per the TOR, there might be additional design drawings to be prepared only for the Works packages C-2 and P-4. (b) As all other packages are Design & Build Contracts, the responsibility for Design lies with the Contractor which will be based on the Standard Design drawings provided in the respective Contract packages by the Design Consultant. (c) The design scope, number, type of drawings etc. for the Works packages is not defined in the TOR. The MM's & associated costs are indicative and will be assessed and agreed with the Client whenever required later during the execution phase of the Contract.	Please refer response at S.N 57 above. Also, please refer S.N 20, 21 & 42 of Addendum No. 02.
71	Section 5, TOR, pdf 145 (TOR-11)	As per Section-2, Point II [Objectives of Consulting Services] of TOR, the Consultant must revise Standard and Basic Designs (as required and agreed by the Client) for Design Build packages	Please clarify (a) The Consultant understands that for all Design & Build packages, the responsibility for Design lies with the Contractor which will be based on the Standard Design drawings provided in the respective Contract packages by	<u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			<p>the Design Consultant.</p> <p>(b) No scope of design works has been provided in TOR and hence, no MM's are to be allocated by the Consultant for carrying out revision in Standard design and Basic design drawings.</p>	
72	Section 5, TOR, pdf145 (TOR-11)	As per Section-2, Point III [Objectives of Consulting Services] of TOR, the Consultant must prepare and facilitate the implementation of EMP and EMoP.	<p>Please clarify:</p> <p>(a) The Consultant understands that the EMP and EMoP have already been prepared by the Client.</p> <p>(b) Hence, the Consultant is only required to facilitate the implementation of EMP and EMoP.</p>	<p>(a) The consultant is not required to prepare the EMP and EMoP.</p> <p>(b) Please refer to clause 2 and Clause 3 of TOR , which are self-explanatory.</p> <p><u>Tender Conditions remain same.</u></p>
73	Section 5, TOR, pdf 145 (TOR-11)	As per Section-2, Point VII [Objectives of Consulting Services] of TOR, the Consultant must assist the Client for System Integration, Integrated Testing and Commissioning	<p>Please clarify</p> <p>(a) The Consultant understands that the Scope of the Consultant is limited to Civil Works packages including coordination with Systems contractors for resolution of system issues.</p> <p>(b) The System Integration and Integrated Testing and Commissioning Works will be part of other Systems packages and the Consultant will assist the Systems Consultant for Interface requirements.</p>	<p>Please refer to clause 3.7 of TOR , which is self-explanatory.</p> <p><u>Tender Conditions remain same.</u></p>
74	Section 5, TOR, pdf 195 (TOR-61)	As per Clause 4, [Expected Time Schedule], Section-5 of TOR, appropriate manpower would be needed for the DNP period of 24 months and for Integrated Testing & Commissioning period of 17 months	Under each expert category, please provide the breakup of minimum MM's to be considered during DNP period and Integrated Testing & Commissioning.	Minimum Man-months have been specified in the RFP which has been revised through Addendum No. 02. Consultant is at liberty to propose man months as per his Technical & Financial Proposal respecting the minimum man months provided in the RFP documents for minimum overall man-months as well as



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
				minimum man-moths specified for each category.
75	Section 5, TOR, pdf 201 (TOR-67)	Clause 5.9, Section-5 of TOR, the Consultant must engage suitably qualified staff well versed to operate the PMIS system provided by the Client	The PMIS system being provided by the Client is a customized solution developed by Oracle using Primavera + Unifier. Hence, for operating the customized PMIS solution, necessary training to the Consultant's staff shall be provided by the Client at no additional cost.	The training for the PMIS will be provided by the client. <u>Tender conditions remain the same.</u>
76	Section 5, TOR, pdf 218, 219 (TOR-85– 85)	Clause 7, Section-5 of TOR, [Licenses], (b) and (c) mentions that required number of AutoCAD Licenses shall be procured by NHSRCL.	(a) Please correct to required licenses of AutoCAD, Primavera and Primavera Unifier shall be procured by NHSRCL (b) The Client is also requested to include required number of licenses of Revit (Structural, Architectural, MEP), Navisworks, Auto Desk Assemble and Solid works.	Licenses of only Primavera will be provided, rest of software licenses have to be procured by consultants. Please refer S.N 22 of Addendum No. 02.
77	Section 5, TOR, pdf 241 (TOR- 107)	As per Attachment-1 of TOR [Impact assessment for Environmental and Social aspects], the Consultant is required to conduct Training and orientation workshops for NHSRCL, Contractors and other agencies for the implementation of EMP.	Please clarify: (a) whether this Training is in addition to the Training of 24 officials as specified in Sub-Clause 10.1 (viii), Section-2 [Data sheet], Instructions to Consultants (b) The cost of Travel, Lodging, Boarding and Training arrangements will be borne by the Client (c) The Trainings (if required) will be conducted at the regional offices of the CPM, NHSRCL.	Deleted. Please refer S.N 07 of Addendum No.02.
78	Section 6, SCC, pdf 298 (FOC-48)	SCC 4.2 (b) Replacement of Key personnel	Please confirm that this Sub-Clause is applicable only for K1 Experts.	Please refer S.N 14 of Addendum No. 02.
79	Section 2, ITC-DS, Attachment – 1 to Data Sheet (for	As per Attachment-1 to Data Sheet (For ITC 14.2)- Criteria for Marking and Evaluation of Key CVs	In the table, marks allotted for General Qualifications is 15%, on the other hand it is mentioned as 20%. Similarly, for Adequacy of	Please refer S.N 01 of Addendum No.02.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	ITC 14.2), pdf 74 (D-3)		Assignment, the marks allotted are 85% whereas on the right-side total is 80%. Please clarify.	
80	Section 2, ITC-DS 14.8, pdf 64 (D-17)	Section 2 - Instructions to Consultants Data Sheet 14.8 Quality-Cost Ratio: 80:20	Please consider to introduce QCBS 90:10 as technical quality proposal should be appreciated.	<u>Tender Conditions remain same.</u>
81	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2),pdf 72 (D-1, 2)	Section 2 - Instructions to Consultants Data Sheet Details of key Positions and distribution of marks Project Director	Please consider to give higher weightage to railway projects than to other relevant/related projects. If with this RFP conditions most CV will have full marks.	<u>Tender Conditions remain same.</u>
82	Section 2, ITC-DS 4.1 (C),	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr	With reference to Clause: 4.1 (C), Data sheet of Section-2, If a consulting firm has been under provision of 'Conditional Non-Debarment' as per World bank list, will it be barred from contract of aforesaid subject project? Please clarify.	<u>Tender Conditions remain same.</u>
83	Section 2, ITC-DS, Attachment—1 to Data Sheet (for ITC 14.2), Commercial Sheet/Qualification Criteria of K2, K3, K4	K2-CONSTRUCTION / DESIGN MANAGERS (engineer above 15yrs exp. or Diploma above 18 yrs. exp.) K3-SR. ENGINEERS (Engineer above 6 yrs. exp. Or Diploma above 10 yrs. Exp.) K4-EXPERIENCED ENGINEERS (Engineer above 3 yrs. exp. or Diploma above 5 yrs. Exp.)	For K2, K3 & K4 personnel overall experience is only mentioned. We believe that professionals with this number of years of required experience will qualify for the respective positions – please confirm.	Yes, but the CVs have to be submitted for approval by client. Please refer S.N 24 of Addendum No. 02.
84	Section 5, TOR, Clause. No. 3.5.1, page TOR-54, Item J	For Works Packages Review and approve (issue an Engineer's response to) the Contractor's working drawings, shop drawings and design & drawings for temporary works. Also review and approve (issue an Engineer's response to), if any, design prepared by the Contractor for any part of the permanent works;	Please confirm that the PMC Consultant (in the capacity of Engineer) will be responsible for design review and approval of design for all the designs carried out by the Contractor.	Please refer response at S.N. 57 above.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
85	Section 5, TOR, Clause. No. 3.5.2, page TOR-57, Item J	Review and approve the Contractor's design, or issue such other instruction as may be necessary for the works to be constructed, working drawings, shop drawings and design & drawings for temporary works	Please confirm that the PMC Consultant will be responsible for design review and approval of for all the designs carried out by the Contractor	<u>Tender Conditions remain same.</u>
86	Section 2, ITC-DS, Attachment – 1 to Data Sheet (for ITC 14.2), Item 2 of Criteria for Marking and Evaluation of Key CVs (page D-2)	Substantial Completion (Same/Equivalent or Higher Position in Project(s)) (PD/Dy. PD/Chief- Tunnel/ Chief Planning/ Chief Design Engineer only from Relevant area while Chief Safety Engineer and Chief Contracts Manager may be from Relevant or Related) 5years and above	<ol style="list-style-type: none"> 1. Please clarify "Substantial completion" whether this relates to duration of the project or duration of involvement of expert on the project 2. If this relates to the duration of the project, please clarify what is the minimum period considered for the position. 3. If this relates to duration of involvement of expert the project, please confirm whether it will be cumulative duration for the experts in same/equivalent or higher position in Project(s) 4. Please clarify whether the experience of expert working with Contractor and Consultant will be considered for substantial completion. 5. Please clarify what is one position higher to Project Director 	<p>The Expert should have worked at least one year (minimum) in that project then only his/her experience would be counted.</p> <p>Please refer S.N 01 of Addendum No. 02.</p>
87	Section 2, ITC DS 9.2, Legal-Registration of JV	In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all members) that authorizes the designated lead or managing member of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation.	Please clarify if the Joint Venture proposed can be an un-incorporated Joint Venture or it has to be an incorporated Joint Venture.	<p>Please refer ITC-DS 5.1 and ITC-DS 9.2, which are self-explanatory.</p> <p><u>Tender Conditions remain same.</u></p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
88	Section 6, GCC/SCC Clause 6.5, FOC 38, 39 & 40 - Mode of Billing and Payment	Direct payment to Joint ventures partners by Client	In the event of un-incorporated JV please clarify whether the Client will make direct payment to the bank accounts of JV partners. We would like to highlight in this regard that this practice is followed in other Railway/Metro projects. The Lead Firm of the un-incorporated JV submits the invoice indicating the share of JV partners separately to the Client. After verification and approval, the Client pays the share of each JV partner directly to their bank account. Considering the size and complexity of this project, we request NHSRCL to accept this on-going practice on other Metro Projects.	Please refer S.N 37 of Addendum No.02.
89	Section 4, FPF, Clause. No. (g) & (h), page FPF-10	g. Home office rate: remuneration rate when the Expert is working in the Consultant's home country office. h. Field rate; remuneration rate when the Expert is working outside the Expert's home country.	We believe all the inputs will be at site/field only for the project for all the category of professionals and man-months. There will be no home office inputs on this project – please confirm	Please refer S.N 16 & 17 of Addendum No.02.
90	Section 3, TPF, Specific Experience as per - TECH 2C(I), TECH 2C(II), TECH 2C(III), TECH 2C(IV) and TECH-2E(I), TECH-2E(II), TECH-2E(III), TECH-2E(IV) &	Technical Proposal Forms (TPF)	In firms that are also executing agencies (for example DMRC, KRCL etc) consultancy and construction wings exist. Whether the services provided by the consultancy wings within their organisation can be considered as qualifying experience. Please clarify	Please refer response at S.N. 48 above. <u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
91	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Marking, page D-3 & D-4	Criteria for Marking and Evaluation of Key CVs - Adequacy for the assignment (85%)	We request you to clarify whether the experience of the professional from working with "Contractor" and "Consultancy" and "Developer/Owner" will be given equal weightage while evaluating the adequacy for the assignment for the evaluation of key CVs.	Contractor and Consultancy will be same weightage whereas no weightage shall be given to developer/Owner etc. <u>Tender Conditions remain same.</u>
92	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Page D-1, Second Stage: Technical Evaluation, S.no 1a, 1b, 1c & 1e	Area of Assessment and Evaluation of 1a, 1b, 1c & 1e	We understand on-going and completed projects will be considered for evaluation please confirm	Please refer to corresponding Technical Forms referred in the table of Methodology of Assessment and Distribution of Marks at page D-1, which is self-explanatory. <u>Tender Conditions remain same.</u>
93	Section 2, ITC-DS, Attachment – 1 to Data Sheet (for ITC 14.2), First Stage (Minimum Requirement for Eligibility) (From Page D-19 to Page D-22)	The minimum Annual Turnover of last three year ending 31-3-2020 of the single entity alone or JV/Consortium together should be INR 900 Crore. In case of JV/ consortium, the Lead Partner must have annual turnover of INR 360 Crores (40% of the Rs. 900 Crores) for each of the last 3 years and the turnover of each of the other member must be at least INR 90 Crores (10% of 900 Crores) for each year in the last three years ending 31/03/2020	PMC Services for construction of Civil Works Packages of NHRCL is very big consultancy project and is open only for Indian and Japanese Companies. In line with "Atma Nirbhar Bharat" vision of Government of India, Indian consultancy organisations expect participation in this MEGA project. However, criterion indicated are very stringent and not allowing participation of several Indian consulting companies. As an encouragement to Indian consultant, we request following criterion. The minimum Annual Turnover of last three year ending 31-3-2020 of the single entity alone	<u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		<p>In case of Single Consultant or the Lead Partner of JV / Consortium, a minimum of 2000 regular employees should be on their rolls in each of the last 3 year ending 31-3-2020.</p> <p>The sum total of the Consultancy fee received from the substantially completed projects by the applicant ie., all partners of JV/Consortium, should be in excess of cumulative INR 1500 Cr in the last ten (10) years. Consultants (Single Entity or JV / Consortium) must submit details of awarded projects duly certified by the Auditor / Chartered Accountant.</p>	<p>or JV/Consortium together should be INR 600 Crore.</p> <p>In case of JV/ consortium, the Lead Partner must have annual turnover of INR 300 Crores (50% of the Rs. 600 Crores) for each of the last 3 years and the turnover of each of the other member must be at least INR 60 Crores (10% of 600 Crores) for each year in the last three years ending 31/03/2020.</p> <p>In case of Single Consultant or the Lead Partner of JV / Consortium, a minimum of 1000 regular employees should be on their rolls in each of the last 3 year ending 31-3-2020.</p> <p>The sum total of the Consultancy fee received from the substantially completed projects by the applicant ie., all partners of JV/Consortium, should be in excess of cumulative INR 1000 Cr in the last ten (10) years. Consultants (Single Entity or JV / Consortium) must submit details of awarded projects duly certified by the Auditor / Chartered Accountant.</p>	
94	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2),Second Stage – Technical Evaluation D-5	<p>Regular employee Strength of Consortium is given as 5000 for 100% Score.</p> <p>Completed or Ongoing JICA Funded Project in last 10 years with minimum consultancy fees of 5 Cr each are mentioned as "8 Nos" for 100% Score.</p>	<p>Request to change "Regular employee Strength of Consortium" to "3000" in place of "5000" for 100% Score.</p> <p>Request to change "Completed or Ongoing JICA Funded Project in last 10 years with minimum consultancy fees of 5 Cr each" to "5 Nos" in place of "8 Nos".</p>	<u>Tender Conditions remain same.</u>
95	Section 2, ITC-DS	The Consultant will impart training to 24	We believe that this training will be on the job	



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	10.1 (viii), Page No. D-6	officials dealing with execution of MAHSR Project. The training shall be arranged and imparted as specified in Section-5 (Terms of Reference).	training only and the cost related to the training will be covered under provisional sums. PI confirm.	Please refer response at S.N. 03 above.
96	Section 2, ITC-DS 11.1 (i), Page No. D-8	Minimum numbers of man-months prescribed for Experts are: International Experts: 600 man-months Local Experts: 41040 man-months Total: 57420 man-months	<ol style="list-style-type: none"> The man months has been divided into international and local experts however in plenty of places word key & non key experts has been used. Kindly confirm what all positions are being considered as Key and Non-key Experts. In total 600-man months has been allocated for International Experts however if we refer the Form FIN-3 & commercial sheet the total international man months are 432. Kindly elaborate the term International Experts in terms of years of international experience required & the nationality. What are the eligible source countries for the international experts apart from Japan? Whether national position can be proposed by international position and whether the remuneration will be paid in the foreign currency. PI confirm. 	<ol style="list-style-type: none"> Please refer to ITC clause 1 (o) and clause (q), Definitions, which are self-explanatory. Please refer S.N 20, 21 & 42 of Addendum No. 02. International expert means an expert who is not from the origin of the country of the client, and International experience does not include experience in the country of the client. Tender Conditions remain same. Firm is at liberty to propose positions as per its Technical Proposal except those which are specifically specified as "international". However, remuneration and reimbursable shall only be paid in the local currency for local experts, in foreign currency for international experts.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
97	Section 2, ITC-DS 11.2, Page No. D-10	All indirect taxes applicable, levied and paid by Consultants in the Client's country shall be reimbursed by client on submission of documentary proof.	We understand that evaluation of the financial proposal will be exclusive of the indirect local taxes like income tax on non-resident experts & GST.	Please refer ITC- 14.6 (i), which is self-explanatory. <u>Tender Conditions remain same.</u>
98	Section 2, ITC-DS, Attachment – 1 to Data Sheet (for ITC 14.2), Page No. D-19/D-20	<p>Technical Capacity: The Consultants (Single Entity or JV/Consortium)should understand the scale of projects and should have comprehensive experience in projects of sizable scale and should understand the local market and its success potential. The Consultant should have an experience of working on similar projects in relevant and related sectors.</p> <p>Experience means projects that are completed or ongoing in the last ten (10) years. Relevant sector experience means - PROJECT work in Railways, Metros, Bridges, Flyovers, Viaducts, Highways, Tunnels (Hydro & Passenger). Related sector experience means - PROJECT work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations.</p> <p>The Consultants (Single Entity or JV/Consortium) must meet all the four criteria as described below.</p>	We understand that in the four criteria's, ongoing projects will also be considered apart from completed and substantially completed projects irrespective of the fee received by the consultant.	<u>Tender Conditions remain same.</u>
99	Section 2, ITC-DS, Attachment	Note: 1.The value of works shall be brought to	We understand that the revenue	



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
	—1 to Data Sheet (for ITC 14.2), Page No. D-21	<p>current costing level by enhancing the executed value of work in the year of completion at simple rate of 5% per annum, as certified by Auditor/Chartered Accountant.</p> <p>2.If the consultant submits a project which was carried out under a JV / Consortium, then only the Revenue component of the consultant in that JV/Consortium shall be considered for qualification</p>	<p>component is not related to the fee received by the consultant, it is the share of the consultant.</p> <p>PI confirm.</p>	Please refer response at S.N. 08. above.
100	Section 2, ITC-DS, Attachment— 1 to Data Sheet (for ITC 14.2), Page No. D-20	<p>The Consultants (Single Entity or JV/Consortium) must meet all the four criteria as described below:</p> <p>Overall, the single consultant or jointly the JV/ Consortium should have experience as General Consultants / Project Management Consultants for Design, Design Review, and/or Construction Supervision consultancy for relevant and related sectors as mentioned above in the last ten (10) years.</p>	<ol style="list-style-type: none"> 1. Please elaborate the term General Consultants & what all services will be considered under General Consultants experience. 2. We believe that experience as GC/PMC for either design and or construction supervision consultancy OR design review and or construction supervision consultancy will be considered for relevant or related sectors. 3. Whether alone design projects will be considered under the relevant or related sectors 	<p>1. Please refer response at S.N. 12 above.</p> <p>For 2 & 3: Please refer response at S.N. 04, 45 & 46 above.</p>
101	Section 2, ITC-DS, Attachment —1 to Data Sheet (for ITC 14.2), Page No. D-20	<p>The sum total of the Consultancy fee received from the <u>substantially completed projects</u> by the applicant i.e. all partner of JV/Consortium, should be in excess of cumulative INR 1500 Cr in the last <u>ten (10) years</u>.</p> <p>Consultants (Single Entity or JV/Consortium) must submit details of awarded projects duly Certified by the</p>	<ol style="list-style-type: none"> 1. We believe that INR 1500 Crores can be dawn form any kind of consulting services not limited to the GC/PMC services. 2. Whether the ongoing projects will be considered under the sum total of the Consultancy fee received 3. We believe that last 10 years shall be considered prior to the one month of the 	<ol style="list-style-type: none"> 1. Tender Conditions remain same. 2. Consultancy fee received from the substantially completed projects by the applicant shall be considered for sub clause 1.2 (I) of Section 2, Attachment-1 to datasheet (For ITC 14.2).



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		Auditor/Chartered Accountant, as per Form No. TECH 2C(I).	submission of the proposal.	3. Last ten years i.e. ending on 31.03.2020, shall be considered. Also, please refer S.N 25 of Addendum No. 02
102	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Page No. D-20	<p>II. Overall, the single consultant or jointly the JV/ Consortium should have experience in Project Management Consultancy for design review, and/or Construction supervision consultancy in relevant sectors as mentioned below with respect to experience: in last 10 years</p> <p>a) Rail /Metro / Highways projects (ongoing or completed) - Minimum cumulative length 50 kms AND</p> <p>b) Bridge/Viaduct Projects (ongoing or completed) - Minimum cumulative length of 5 kms AND</p> <p>c) Transport Tunnel Projects, (Ongoing or completed) - Minimum cumulative length of 5 kms</p>	We believe that <i>cumulative length can be drawn from multiple contracts</i>	<p>Please refer response at S.N 01 above.</p> <p>Tender Conditions remain same.</p>
103	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Second stage: Technical Evaluation	Second Stage: Technical Evaluation Methodology of Assessment and Distribution of Marks:	<p>We understand that under Experience of the Consultant, both ongoing, substantially completed and completed projects irrespective of the fee received will be considered under Sr. No. 1a, 1b & 1c.</p> <p>PI confirm.</p>	<u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification																		
		<table border="1"> <tr> <td data-bbox="462 282 856 341">1a (& Passenger): Related sector experience means - PROJECT work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations.</td> <td data-bbox="856 282 919 341">5</td> <td data-bbox="919 282 978 341">TECH-2E(ii)</td> </tr> <tr> <td data-bbox="462 341 856 380">1b Relevant Bridge/Viaduct Projects (Cumulative Length)</td> <td data-bbox="856 341 919 380">5</td> <td data-bbox="919 341 978 380">TECH-2E(ii)</td> </tr> <tr> <td data-bbox="462 380 856 418">1c Relevant Tunnel Projects (Cumulative lengths)</td> <td data-bbox="856 380 919 418">5</td> <td data-bbox="919 380 978 418">TECH-2E(iii)</td> </tr> <tr> <td data-bbox="462 418 856 457">1d Regular Employee Strength</td> <td data-bbox="856 418 919 457">5</td> <td data-bbox="919 418 978 457">TECH-2E(iii)</td> </tr> <tr> <td data-bbox="462 457 856 503">1e Ongoing/completed JICA Funded Project in last 10 years with min. fees of 5 Cr</td> <td data-bbox="856 457 919 503">5</td> <td data-bbox="919 457 978 503">TECH-2E(iv)</td> </tr> <tr> <td data-bbox="462 503 856 529">2 Methodology, TOR Understanding, Work Plan</td> <td data-bbox="856 503 919 529">30</td> <td data-bbox="919 503 978 529"></td> </tr> </table>	1a (& Passenger): Related sector experience means - PROJECT work in Urban Development, Industrial Parks, Power Plants, Water and Sewerage, Buildings, Railway Stations.	5	TECH-2E(ii)	1b Relevant Bridge/Viaduct Projects (Cumulative Length)	5	TECH-2E(ii)	1c Relevant Tunnel Projects (Cumulative lengths)	5	TECH-2E(iii)	1d Regular Employee Strength	5	TECH-2E(iii)	1e Ongoing/completed JICA Funded Project in last 10 years with min. fees of 5 Cr	5	TECH-2E(iv)	2 Methodology, TOR Understanding, Work Plan	30			
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1e Ongoing/completed JICA Funded Project in last 10 years with min. fees of 5 Cr	5	TECH-2E(iv)																				
2 Methodology, TOR Understanding, Work Plan	30																					
104	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Second Stage: Technical Evaluation, Page No. D-1	Criteria for Evaluation of Consultant and Marking Methodology	<p>I. We understand that under Experience of the Consultant both ongoing, substantially completed and completed projects will be considered. Kindly confirm.</p> <p>II. PI confirm what all services will be considered under the relevant and related sectors not limited to the GC/PMC.</p>	Tender conditions are self-explanatory and remain same.																		



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		Relevant/Related Tunnel Projects (Cumulative lengths) in last 10 years		
105	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Details of key Positions and distribution of marks, Page No.D-1	Project Director - PD may be an employee or contracted specialist / expert.	<p>I. Kindly clarify what is meant by employee or contracted specialist /expert.</p> <p>II. We understand that it is not mandatory to propose the inhouse Experts or full-time employee of the firm for any of the experts. Consultant may propose the experts from the outsource.</p>	<p>1. Employee means Person who is on regular pay roll of the Firm whereas Contract Specialist/Expert means person who is not on regular pay roll of the firm and whose services are availed on contract assignment basis.</p> <p>2. Tender Conditions are self-explanatory.</p> <p><u>Tender Conditions remain same.</u></p>
106	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Marking and Evaluation of Key CVs, S. No.2 (i) Page No.D-4	<p>Substantial Completion (Same/Equivalent or Higher Position in Project(s)) (PD/Dy. PD/Chief-Tunnel/ Chief Planning/ Chief Design Engineer only from Relevant area while Chief Safety Engineer and Chief Contracts Manager may be from Relevant or Related)</p> <p>5 years and above -100% 5 years or more – 100% 4 years to below 5 years – 75% 3 years to below 4 years – 50%</p>	<p>I. Kindly confirm whether the years mentioned below i. e (5 years and above, 4 years to below) can drawn from multiple projects.</p> <p>II. Kindly elaborate the term substantial completion in case of evaluation of key experts.</p> <p>III. We understand that the projects which are completed or substantially completed (substantially completed means projects having</p>	<p>For 1,2 & 3: Please refer at S.N. 01 Addendum No. 02.</p> <p>For 4: Tender conditions specified at sub-clause 1.1, 1.2 & 1.3 of Section 2, Attachment-1 to Datasheet (For ITC 14.2) are self-explanatory.</p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification				
		Below 3 years' experience – 0%	physical progress more than 80%) will be considered as substantial completion. PI confirm. V. Do we have to enclose the documentary proof to justify the Substantial completed projects?					
107	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Marking and Evaluation of Key CVs, S. No.2 (i) Page No.D-4	Working Experience in relevant or related sectors. (PD/Dy. PD/Chief-Tunnel/ Chief Planning/ Chief Design Engineer only from Relevant area while Chief Safety Engineer and Chief Contracts Manager may be from Relevant or Related) 10years and above-100% 10 years or more – 100% 7 to below 10 years – 75% 5 to below 7 years – 50% 0 to below 5 years – 0%	We believe that Work Experience can be drawn from either consulting or contracting or the implementing agency.	Please refer S.N. 01 of Addendum No. 02.				
108	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Marking and Evaluation of Key CVs, S. No.2 (i) Page No.D-4	(PD/Dy. PD/Chief-Tunnel/ Chief Planning/ Chief Design Engineer only from Relevant area while Chief Safety Engineer and Chief Contracts Manager may be from Relevant or Related)	Relevant and related sector experience can be drawn from either consulting or contracting or the implementing agency. Kindly confirm.	Please refer response at S.N. 107 above.				
109	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Evaluation of Consultant and	<table border="1"> <tr> <td></td> <td>75%</td> </tr> <tr> <td>Large Civil Projects in Relevant sector or Related sectors over the past 10 years.</td> <td>1 of 5000 Cr 2 of 2500 Cr 5 of 1000 Cr</td> </tr> </table>		75%	Large Civil Projects in Relevant sector or Related sectors over the past 10 years.	1 of 5000 Cr 2 of 2500 Cr 5 of 1000 Cr	2 of 2500 cr. Does it mean each project needs to have 2500 cr project cost or the combination of 2 projects shall have cumulative project cost of 2500 cr.	Two (02) Projects of INR 2500 Crore each. <u>Tender Conditions remain same.</u>
	75%							
Large Civil Projects in Relevant sector or Related sectors over the past 10 years.	1 of 5000 Cr 2 of 2500 Cr 5 of 1000 Cr							

S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification								
	Marking Methodology, Page No.D-5											
110	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Evaluation of Consultant and Marking Methodology, Page No.D-5	<table border="1"> <tr> <td></td> <td>50%</td> </tr> <tr> <td>Large Civil Projects in Relevant sector or Related sectors over the past 10 years.</td> <td>1 of 3000 Cr 2 of 1500 Cr 5 of 300 Cr</td> </tr> </table>		50%	Large Civil Projects in Relevant sector or Related sectors over the past 10 years.	1 of 3000 Cr 2 of 1500 Cr 5 of 300 Cr	This should be 5 of 600 cr instead of 5 of 300 cr	Please refer S.N 18 of Addendum No.02.				
	50%											
Large Civil Projects in Relevant sector or Related sectors over the past 10 years.	1 of 3000 Cr 2 of 1500 Cr 5 of 300 Cr											
111	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), Criteria for Evaluation of Consultant and Marking Methodology, Page No.D-5	<p>Experience of the Consultant (Single Entity/ Consortium/JV)</p> <p>“Completed or Ongoing JICA Funded Project in last 10 years with min consultancy fees of 5 Cr. Each”</p>	Kindly confirm whether this 5 cr consultancy fee is the fee received by the bidder or the value of the contract.	<u>Tender Conditions remain same.</u>								
112	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), COMMERCIAL SHEET, S. No.4, Page No.D-3	<table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> <th>Min. Qualification</th> <th>No. of post</th> </tr> </thead> <tbody> <tr> <td>K1</td> <td>All Chief</td> <td>Engineer with 20 yrs. exp.</td> <td>9</td> </tr> </tbody> </table>	Level	Description	Min. Qualification	No. of post	K1	All Chief	Engineer with 20 yrs. exp.	9	<p>In total there are 10 chief positions including Chief Contracts Manager however if we refer to the CVs which are going to be evaluated there are only 5 chief positions. Kindly confirm.</p> <p>Under All chief, 9 positions have been mentioned. Kindly provide us the detailed list of the positions under the All chief category.</p>	<p>Out of 12 positions in K1 Category, CV Evaluation of 07 Key persons would be done. Remaining 05 Chief positions belong to Chief Resident Engineer. Please refer to Section 5, Terms of Reference, Clause 9; and also S.N 21 & 42 of Addendum No. 02.</p> <p>Chief Resident Engineers will be based at respective regional offices.</p>
Level	Description	Min. Qualification	No. of post									
K1	All Chief	Engineer with 20 yrs. exp.	9									



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
113	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), COMMERCIAL SHEET, Page No.D-3 & D4	Remarks: These are the minimum man- months proposed in each category of K1, K2, K3, K4 & K5 category, however consultant is free to assess his requirement based on TOR and indicate accordingly.	Like various categories has been mentioned, from K1 to K7 level under the commercial sheet, kindly confirm which all positions will be considered as Key Experts and Non-Key Experts from level K1 to K7.	Please refer to ITC clause 1 (o) and clause (q), Definitions, which are self-explanatory. <u>Tender Conditions remain same.</u>
114	Section 2, ITC-DS, Attachment –1 to Data Sheet (for ITC 14.2), COMMERCIAL SHEET, S.No.14, Page No. D-4	Indian Design Engineer in Japan : 240 min man months	Kindly confirm whether the 4 Indian design engineers will be based in japan for the entire duration of 60 months. Whether we have to consider the lodging boarding and per diem cost in our financial proposal or it will be paid by the client.	Please refer S.N 21 & 42 of Addendum No.02
115	Section 4, FPF, Form FIN- 1, Page No. FPF-3	Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures1].	The sum here we have to mention will be exclusive of GST & indirect Taxes. Kindly confirm.	Please refer foot note 1 of FIN-1 and foot note 4 of FIN-2, which are self-explanatory. <u>Tender Conditions remain same.</u>
116	Section 5, TOR, Page No.TOR-11	2. Objectives of Consulting Services VII Assistance to the Client in System Integration, Integrated Testing and Commissioning (ITC).	In order to assist the client in system integration we believe that certain provision shall be kept for the system positions to have proper interface management.	Consultant is at liberty to propose the man-months as required to comply the entire scope of services, respecting the minimum man-months limit. Also, please refer to Section- 5, Clause no 5.4 of Terms of reference, which is self-explanatory. <u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
117	Section 2, ITC-DS 4.1 (C),	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr	<p>In continuation to our queries submitted on 17-11-2020 and 23-11-2020, we submit the following query as this specific issue came to our notice in the evening and we tried but could not upload in the specified website. Therefore, we are sending this through separate mail for kind perusal / consideration and needful clarification.</p> <p>In the month of June, World Bank announced settlement with EGIS and World bank had put "Two Year Conditional Non Debarment of India based EGIS India Consulting Engineers Private Limited (EGIS)". Relevant Link is mentioned as below for ready reference.</p> <p>https://www.worldbank.org/en/news/press-release/2020/06/17/world-bank-group-announces-settlement-with-egis-india-consulting-engineers-private-limited</p> <p>The details given in the world bank website are reproduced below for ready reference.</p> <p>"WASHINGTON, June 17, 2020 — The World Bank today announced the two-year conditional non-debarment of India-based Egis India Consulting Engineers Private Limited ("Egis India") in connection with corrupt and fraudulent practices as part of the Second Karnataka State Highway Improvement Project ("KSHIP II") and the Uttar Pradesh Core Road Network Development Project ("UPCRNDP") in India.</p>	<p>In accordance to JICA guidelines for employment of consultant under Japanese ODA Loans, firm mentioned is eligible to participate.</p> <p><u>Tender Conditions remain same.</u></p>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			<p>Egis India was sanctioned with conditional non-debarment, which means that it remains eligible to participate in World Bank-financed projects as long as it complies with its obligations under the settlement agreement. Otherwise, the conditional non-debarment will convert to a sanction of debarment with conditional release, and the company then will become ineligible to participate in World Bank-financed projects until the conditions for release set out in the settlement agreement are met. A conditional non-debarment does not qualify for cross-debarment by the multilateral development banks that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions.</p> <p>The KSHIP II was designed to accelerate the development of the core road network in the Indian state of Karnataka and improve the institutional effectiveness of road sector agencies. The objectives of the UPCRNDP include building capacity for results-focused road safety management in the state of Uttar Pradesh. According to the facts of the case, which Egis India does not contest, Egis India made illegitimate payments to influence the release of contractual payments while implementing contracts under these two projects and submitted inflated invoices for reimbursable expenses. Within the World Bank's administrative Sanctions System, these actions are considered corrupt and fraudulent practices, respectively, as defined by World</p>	



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			<p>Bank Consultant Guidelines.</p> <p>The settlement agreement provides for a reduced period of sanction in light of the company's voluntary disclosures, cooperation, acceptance of responsibility, and voluntary remedial actions. As a condition for release from sanction under the terms of the settlement agreement, the company commits to developing an integrity compliance program consistent with the principles set out in the World Bank Group Integrity Compliance Guidelines. The company also commits to continue to fully cooperate with the World Bank Group Integrity Vice Presidency.</p> <p>PRESS RELEASE NO: 2020/222/INT "</p> <p>As per World bank guidelines "Conditional Non-Debarment" means the sanctioned party is not debarred from bidding in WB funded project provided that the sanctioned party complies with certain defined conditions within a set time frame. World Bank had put "Conditional Non-Debarment" only on EGIS India Consulting Engineers Private Limited (EGIS) and Aarvee had no involvement in the issue concerned. We were in JV with them on the KSHIP II and hence the full JV name is mentioned in the world bank web site.</p> <p>In view of the fact that AARVEE has no role in the "conditional non debarment" and also "Conditional Non-Debarment" means "No Debarment", we firmly believe that we are eligible to participate in the subject bid. We</p>	



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			request your kind confirmation .	
118	Attachment-3, Page-TOR 115	Attachment 3: Details of Offices and Site Huts	We understand the Design-Build EPC package contractors are responsible for establishing the site offices and site huts with all infrastructure provisions for the PMC consultant staff. Please confirm if this understanding is correct. Else if Consultant has to establish this, it needs to be included as part of reimbursable'.	Please refer ITC-DS 11.1 (i) sub points no. 01 to 12 specifically no. 09, which are self-explanatory. <u>Tender Conditions remain same.</u>
119	Clause: 4.1 (c), Section-2, Page- ITC 9 The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.	We request authority to provide the list of debarred firms and individuals as mentioned at the electronic address specified in the Data sheet.	The list of debarred firms specified in world bank web address is quite lengthy and dynamic in nature therefore quick link is provided for the interested firms to assure their eligibility before submitting the proposal. <u>Tender Conditions remain same.</u>
120	Form Fin-3, Section-4, Page- FPF-5	Form FIN-3: Remuneration (S. No. 5 to 10)	Provision for providing rates under level K2 to K7 is limited to single rate for each level. We envisage various positions under each level at varying rates. Please confirm if we can further sub-divide each level and provide rates respectively? Such as K2 (a), K2 (b) etc for all levels.	<u>Tender Conditions remain same.</u>
121	Page: D-5 of data sheet & TPF-22 to TPF-24, TECH 6 CV format	about Two (02) pages for each Key Expert's CV (Form TECH- 6)	TECH- 6 CV format is itself a 3 pages format and the details will take another 1-2 page. Under such situation please confirm if we need to submit Key CVs for evaluation in 5 pages or 2 pages. We request 05 Page for TECH- 6 format to be considered.	Please refer response at S.N 62 above.
122	Page - NIT-7	APPENDIX TO NIT for the purchasing of Bidding	Please confirm if all partners (Lead as well as consortium partners) need to purchase the RFP	Interested bidder, single entity or any one member of JV/Consortium,



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		Documents purchase.....	from the portal or this can be limited only to the Lead Partner. Also confirm if it is mandatory for the Lead partner to buy this RFP if another consortium partner has bought the RFP.	must buy the RFP document to be eligible for the bid. <u>Tender Conditions remain same.</u>
123	Form Tech-2A, Page- TPF 5 & 6 of Section 3. Technical Proposal Forms	Certification of form by Auditor/ CA.	We understand that (1) Consultant information, (2) Details of shareholding and incorporation, (3) Annual Turnover data must be certified by CA/ Auditor of respective consortium member as one CA/Auditor cannot certify for different consortium members. Kindly confirm the understanding.	Please refer S.N 26,27,28, 29, 30, 31, 32, 33, 34, 35 & 36 of Addendum No.02
124	Form Tech-2E (III), Page- TPF 15 of Section 3. Technical Proposal Forms	Certification of form by Auditor/ CA.	We understand that Consultant's Manpower must be certified by CA/ Auditor of respective consortium member as one CA/Auditor cannot certify for different consortium members. Kindly confirm the understanding.	Please refer S.N 26,27,28, 29, 30, 31, 32, 33, 34, 35 & 36 of Addendum No.02
125	10.3 IN Page D – 6 in Section 2 – Instructions to Consultants Page no. 53 of 316		It has been mentioned that the Consultant will impart training to 24 officials dealing with execution of MAHSR project. Bidder understands that the training shall be carried out in India with around 100 man days in one go. The boarding & lodging, travel and local conveyance of the participants shall be borne by the Client themselves. NHSRCL to kindly confirm bidder's understanding in this regard.	Please refer response at S.N. 03 above.
126	11.1 (i) in page D – 8 in Section 2 – Instructions to Consultants Page no. 55 of 316		It has been mentioned that minimum numbers of man-months prescribed for Experts are - International Experts: 600 Man-months. But, the summation of International Experts given in the Form TECH-7: Expert Schedule is	Please refer response at S.N. 64 above.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			only 504 Man – months (summation of sl no: 1, 11, 12 & 13) NHSRCL may kindly clarify.	
127	1.2 (i) in page D- 20 in - Attachment-1 to Data Sheet (For ITC 14.2) Page No. 67 of 316		Bidder requests NHSRCL to kindly define "Ongoing Project" and kindly clarify whether any percentage completion is required by the same.	Ongoing projects are those projects, claimed in qualifying experience by the consultant, which have commenced in last ten years and are still under execution as on 31.03.2020. <u>Tender Conditions remain same.</u>
128	Commercial Sheet in D3 – Section 2 – Instructions to Consultants Page no. 84 of 316		In Sl no: 4 – K1 – the description – "All Chief" has been mentioned and provisioned for 9 nos indicated in the above table. NHSRCL may kindly confirm the qualification and discipline details of "All Chief" and indicate the numbers against each discipline.	Please refer ITC-DS 14.2, Attachment-1 to Datasheet, Commercial Sheet; and clause 5 of Terms of Reference (ToR) which are self-explanatory. Also, refer response at S.N 112 above.
129	Commercial sheet in D4– Section 2 – Instructions to Consultants Page no. 85 of 316		In Sl no: 12 under the level "International Expert", a tunnel expert with minimum qualification as Engineer above 15 years' experience has been sought for 48 months. NHSRCL may kindly clarify whether the manpower indicated above is the same as defined in K1d – Chief Tunnel Engineer given in "Details of key positions" appearing in D-1 after the Attachment -1 to Data Sheet (For ITC 14.2). If yes, the Professional Experience in both sections are different i.e. 15 years' experience vis-à-vis 20 years' experience.	There are two different positions with respect to Tunnel specified in RFP viz (i) Chief Tunnel Engineer - 60 man months; and (ii) Tunnel Experts – 60 man-months Please also refer S.N 21 & 42 of Addendum no. 02.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			NHSRCL to kindly clarify whether these are separate categories or the same. In case different then Commercial sheet in D4 – Section 2 does not indicate any provision towards “Chief Tunnel Engineer”.	
130	Clause no: 5.8 in page TOR – 67 Page no. 201 of 316		It has been mentioned that if desired progress is not able to achieve or site becoming dormant for whatever reasons, deployed SVGC persons to be shifted to other needy locations or demobilized. NHSRCL to kindly confirm the “Notice period” for such demobilization and admissibility of reimbursement of Demobilization expenses to the Consultant. NHSRCL to kindly confirm.	Please refer GCC/SCC clause 1.6, 1.7, 3.1.1, 4.1(b), 5.6, 6.2 and 7.1 which are self-explanatory in nature. <u>Tender Conditions remain same.</u>
131	Clause no: 2.7.1 – Force majeure Definition - page no: FOC-17 – Section 6 – Form of Contract Page no. 267 of 316		Bidder requests NHSRCL to kindly add Epidemic also in the conditions of Force Majeure. NHSRCL to kindly consider.	Please refer SCC clause 2.7.1 (a) which is self-explanatory. <u>Tender Conditions remain same.</u>
132	84-85 (D-3 - D4), 113-114 (TPF-27-28), and 197-198 (TOR-63-64)	As per the Form Tech-7 and Clause 5, Section-5 of TOR, various categories of Experts and the minimum required experience has been provided as follows: a) K2: Construction Manager – B.E with 15+ years of experience b) K3: Sr. Engineers – B.E with 6 to 10 years of experience c) K4: Experienced Engineers – B.E with 3 to 6 yrs. of experience d) K5: Engineer – B.E with 1 to 3 yrs. of	(a) Please consider having an additional category K2(b) for Deputy Construction Managers having B.E with 10 to 15 years of experience. (b) Request, please add this category and revise the minimum MM's sheet	<u>Tender Conditions remain same.</u>



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
		experience		
133	84-85 (D-3 - D4), 113-114 (TPF-27-28), and 197-198 (TOR-63-64)	As per the Form Tech-7 and Clause 5, Section-5 of TOR, no Breakdown /minimum MM's for category K6 and K7 have been provided.	<p>(a) If we deduct the MM's given for all categories from the overall minimum MM's of 57,420, the MM's for Category K6 & K7 comes to 15,780 MM's</p> <p>(b) Request to provide the breakdown of 15,780 MM's in K6 & K7</p> <p>(c) Since most of the Contract packages are Design & Build packages, the MM's estimated by the Client for Draughtsman and Support staff seems to be on the higher side.</p>	<p>Consultant is at its liberty to propose the man-months in K6 & K7 category subject to respecting the minimum man-month limit on overall man-months as well as in each category as specified in RFP.</p> <p><u>Tender Conditions remain same.</u></p>
134	195, 196 (TOR-61 - 62)	<p>Clause 4, [Expected Time Schedule], Section-5 of TOR,</p> <p>(a) the Construction period for C4 package is mentioned as 14th Dec. 2020 to 29th Apr. 2024 i.e. 1233 Days or 3.38 years</p> <p>(b) the Construction period for C6 package is mentioned as 16th Dec. 2020 to 1st May 2024 i.e. 1231 Days or 3.37 years</p>	<p>(i) For C4 package, the Time for Completion is 4 years</p> <p>(ii) For C6 package, the Time for Completion is 3.75 years</p> <p>(a) Request to provide the corrected Time of Completion against each Civil package</p> <p>(b) Based on the corrected "Time of Completion" for each Civil package, the minimum MM's estimated by the Client under various categories to be revised accordingly.</p>	<u>Tender Conditions remain same.</u>
135	195 -196 (TOR-61-62)	As per Clause 4, [Expected Time Schedule], Section-5 of TOR, the Total duration of the Consulting Services will be Ninety-Six (96) months i.e. 8 years	Please clarify - As mentioned in the TOR, the Completion Time including DNP is shown from 14 th Dec. 2020 to 31 st Aug. 2027, which is 81.7 months i.e. 6.72 years	<u>Tender Conditions remain same.</u>
136	72-75, (D-4)	Details of key Positions and distribution of marks	All key expert position from K1a to K1d have been asked to have experience in relevant and related sectors. We understand experiences across all Government / Private sector/ PSUs	Please refer response at S.N. 107 & 108 above.



S. No	Reference	Condition as per RFP Document	Tenderer's Query	NHSRCL's Response/Clarification
			including Contracting / Consulting experiences will be considered. Request client to clarify.	

Place: New Delhi

Sd/-

Date: 12.12.2020

Executive Director (S&T), NHSRCL