

Draft response to queries

S. No.	Para No	Query	Clarification
	General		
1.	1.4 Page No: 8	It is indicated that in case of downloaded form, the applicant need not deposit the aforesaid fee. (Rs 1000 fee indicated in this Para.) Normally with downloaded form the fee for the document has to be deposited with the proposal. Please confirm that no fee is to be deposited with the proposal.	It is clarified that no fee shall be payable by an Applicant towards bid document, in case the document is downloaded from website. An Applicant is required to pay Rs 1000 only in case Applicant intends to buy a hard copy of the document from the client.
2.	2.16.3 Page No:23	It is indicated that one outer Envelop should contain separate envelops, one Technical Proposal and the other Financial Proposal. Further at Page 20 Para 2.13.2 it is indicated that one Original and Two (2) Copies of proposal should be submitted. Please confirm that three outer envelops will have to be made and submitted.	It is clarified that one outer envelope should contain 2 separate envelops - one for Technical Proposal and the other for Financial Proposal. The envelope containing Technical Proposal should have 2 envelopes - one envelop for Original Technical Proposal and the other for 2 copies of the Technical Proposal. The schematic diagram is provided in the Annexure 1.
3.	2.25.2 Page No:28	It is indicated that on Substitution of a Key personnel a sum of 20% of the remuneration specified for original Key personnel shall be deducted. It is further indicated that in case of second substitution such deduction will be 50%. It may be clarified that deduction of 50% will be applicable only if the same key personnel is substituted second time.	It is clarified that deduction of 50% will be applicable only if the same Key Personnel is substituted for the second time by the Consultant.
4.	Appendix II, Form 2 Item No A IX Page No:122	Against this Item No. no Description has been given. This may be clarified.	It is clarified that the description against Item No A – IX is Miscellaneous Expenses.
5.		Does the Selection of the firm and its Associates disqualify them from the next stages of Design & Build of this Job?	Yes, further it is clarified that if the firm is selected for the Consultancy for preparation of DPR, then the Selected Applicant and its Associates cannot assist Bidder on the Project.
6.	Appendix I Form 15 Page 120	Proposal for Sub-Consultant <ul style="list-style-type: none"> What we may understand by sub-consultant? May please elaborate what type of services will considered as sub-consultant services. 	It is clarified that for undertaking any of the sub- activities envisaged, the Consultant can appoint a sub-consultant. Such activities could include geotechnical investigation, ticketing technology, safety analysis, etc. The activities of the Key Personnel should not be sub-let.

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7.	Clause 1.9, Page 9:	<p>“Prospective applicants may visit the Site and review the available data at any time prior to PDD”</p> <ul style="list-style-type: none"> • What “available data” can be reviewed at that time? Can we get the copies of the data / past studies on this subject? • Is there any past traffic / traffic trend data available • Are digital land records available for use? • Is a digital aerial Photo /CAD drawing of the proposed connection available for use? 	<p>The Authority shall make the following data available on its official website before the PDD</p> <ul style="list-style-type: none"> • Extracts from CTTTP carried out by RITES undertaken on behalf of KUIDFC , • Extracts from DPR prepared for HSRLproject . <p>In addition, the Authority shall endeavor to provide the following information to the Consultant selected after completion of the bid process</p> <ul style="list-style-type: none"> • Extracts of DPR for BMRCL and • extracts from CTTS undertaken by WSA on behalf of BMRDA (the study is currently underway).
8.	Page 11 – Key Personnel	<p>Financial Expert, Transport Planning Expert and Fare Collection Expert</p> <ul style="list-style-type: none"> • Transport Planning, Financial Expert and Fare Collection Expert will be a vital part of the team and should be embedded as key professional in the proposal as Transport Planning prime ingredient of DPR, assistance / inputs of Financial Expert is required during the Bid Process and Consultant also has to identify the suitable Ticketing technology 	<p>It is clarified that there would be no change in the list of the Key Personnel. However, the Consultant would be required to deploy a team of professionals as required for undertaking the Consultancy and for the purposes of preparation of Options Report and the DPR.</p>
9.		<ul style="list-style-type: none"> • We request you to provide the details of the any previous monorail projects in Bangalore, eg. Studies done, routes, reasons for abandoning those projects, etc. 	<p>Not available</p>
10.		<ul style="list-style-type: none"> • Are client are open to consider other technologies such as the PRT which are cheaper, quicker and more cost effective to build compared to the monorail and LRT 	<p>It is hereby clarified that the Consultant shall propose Monorail and other technology options in the Options Report and submit the same to the Authority. The details of the same are set out in the revised Terms of Reference (ToR). Based on such report, Authority would decide on the implementation.</p>
11.	Appendix Form 5 Page 110	<p>Financial Capacity of the Applicant</p> <ul style="list-style-type: none"> • Information has to be verified by Statutory Auditors. We suggest that it may be done at the time of signing the contract agreement. At this stage only authorized signatory who will be signing the whole document may be sufficient. 	<p>Not Agreed.</p>
12.	Clause 8.2 page 60	<p>Manning Schedule</p> <ul style="list-style-type: none"> • We cannot find the Manning Schedule referred to in this clause. Is this the Deployment of Personnel table on page 118, for us to fill in? Please confirm 	<p>It is clarified that the Applicant is expected to fill the manning schedule / table on deployment of personnel based on his own judgment and depending upon the schedule of activities to be undertaken. The Consultant shall also take into the considerations the minimum time frames required on site as set out in clause 8.1 of TOR.</p>

S. No.	Para No	Query	Clarification
13.	Clause no 2.25.2 pn 28 of RFP	<p>The RFP entails the condition that on replacement of Key Personnel, 20% of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the consultant and in case of a second substitution, the deduction will be 50%. i) It is requested to reduce the amount from 20% to 10% of the remuneration for the original Key Personnel and to 20% in case of second substitution. There should however be no deduction in case of accidents, illness and death of Key Personnel or circumstances beyond reasonable control requiring return to UK.</p> <p>ii) This may also be clarified that the deduction shall be made from the payment due to the consultant based on mandays input of the key personnel?</p>	Not agreed
14.		<p>We also request that many pertinent activities can be initiated only after the clarification on the above points. We therefore request the competent authority to at least provide a time frame of 6 weeks for the submission of proposal from the date of posting of the clarifications</p>	<p>After considering the queries and request made the revised Proposal Due Date is July 30, 2010.</p>
15.	2.2.3 page 13	<p><i>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant".</i></p> <p>Certificates from Statutory Auditors stating the fee received in respect with' each Eligible assignment specified in the proposal would be extremely time-consuming.</p> <p>Would you allow:</p> <p>1 - The references sheets with mention of the professional fee received to be signed by the authorized signatory of the proposal and submitted without certificates from the Statutory Auditors?</p> <p>OR</p> <p>2 - Clients certificates or copy of contracts to be attached to the reference sheets instead of certificates from Statutory Auditors.</p> <p>If 1) or 2) should not be acceptable to you, we request you to significantly postpone the PDD.</p>	<p>It is hereby clarified that at the time of submission of the Proposal, the Applicant can provide either a Client certificate or the certificate from Statutory Auditor or the certificate from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. Such certificate should contain all the information as required in the RfP document. In an event of submission of a certificate by the Client, such certificate should also detail the actual payments made by the Client for the Project till the date of issue of the certificate. However, the Applicants identified as Selected Applicant, would need to submit a certificate issued by the Statutory Auditor for each of the Eligible Assignment considered for the experience necessarily within 7 days of issue of Letter of Award by the Authority.</p> <p>Incase of failure to do so or any variation in the data provided prior to evaluation, the proposed agreement between Authority and Selected Applicant would not be executed and the Bid Security would be forfeited.</p>

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16.	Form-11	One reference sheet for each eligible assignment of key personnel seems redundant with Form 9 (experience of key personnel) and Form 10 (Eligible assignment of Applicant). Would you allow Form 11 not to be filled?	Not agreed. It is clarified that the Applicants are required to submit all the Forms and other documents in accordance with the provisions of the RFP document.
17.	2.2.2 (D) page no. 12	Responsibilities of Traffic Expert, Environmental Expert and Telecommunication Experts are Project neutral i.e. experience of having done one assignment of MRTS / LRT etc. does not seem to be relevant. It is requested that requirement of having done one eligible assignment may be reconsidered for these positions.	Not agreed.
18.	2.28.2 page no. 28	Experts for Metros / LRT's world wide are floating experts on account of small number of such projects being executed at a time. It is not practicable for consulting companies to irrevocably bind them for future. Provision of penalties for replacement may therefore please be reconsidered	Not agreed.
19.	1.1.2 page no. 7	The intent is to prepare a detailed project report. However to invite a DBFOT bid, normally a set of tender documents would be required which would contain technical performance specifications, and contractual and commercial considerations. Please furnish a copy of the Concession Agreement. If the same has not been prepared, please confirm that no tender documents are to be prepared for the DBFOT contract. define the mandays required for the job and approximate number of expected meetings and conferences to which the Consultant will have to attend	It is clarified that while the Consultant would not be required to prepare the tender documents, the technical schedules for such tender documents are extracts from the DPR and hence the Consultant would need to provide the same. The details of the activities to be undertaken by the Consultant during the bid process management stage are detailed in the revised TOR. It is clarified that the consultants are expected to estimate the no. mandays and meeting required for the assisting in preparation of answers to the Bidders' queries on technical aspects of the Project and Bid Documents.
20.	2.14.2 (g) page no. 21	Please confirm that digitally signed CV's are acceptable	Not agreed.
21.	1.1 page no. 39	Please confirm that the list of rail based systems and any other infrastructure projects which are being developed or proposed would be provided by the client, and such list would form a part of the contract document, to avoid problems cropping up at later dates to fresh plans being introduced	The query is intuitive and hence cannot be included as part of the document.
22.	2 (i), (ii), (iii), (iv) page no. 40	Please clarify the use of the term "enhanced" Please clarify the use of the term "superior" Please clarify the use of the term "minimal" We feel that these are subjective terms and would request that these be removed	Not agreed
23.	-	Please confirm that service tax will be paid separately at prevailing rates.	It is hereby clarified that the Financial Proposal shall include the all taxes as applicable including service tax.
24.	3.15.2 (c) page no. 48	Please confirm who or what the word "Authority" refers to.	It is clarified that Authority shall mean BARL.

S. No.	Para No	Query	Clarification
25.	Para 2.26 on page 28	The para shall be revised in line with para 7.2.1 on page 87.	Not Agreed
26.	Para 1.3 on page 39	The Concession Agreement referred in this Clause may be included in the RFP documents.	The Concession Agreement referred in this Clause refers to the template provided by the Planning Commission for PPP in Urban Rail System
27.	Disclaimer, Page 2	We request you to delete the disclaimer.	Not Agreed
28.	Para 2.1.4 (page 11)	Station Planner will be an important position May be included as a key expert in the list.	Not Agreed
29.	Para 3.2 (page 31)	a) In the first instance BARL intends to short list 5 consultants with an aggregate score over 70. b) In the second case - minimum 2 consultants may be short-listed even scoring less than 70 – some compromise on eligibility. c) It becomes all the more necessary to firm up a reasonable eligibility criteria.	Not Agreed
	Eligibility Experience		
30.	2.2.2 (D) Page No: 12	It may be confirmed that Key Personnel will get credit for all the Eligible projects done by them without any limit to number of years before which they were done.	It is hereby clarified that the Key Personnel will get credit for all the Eligible projects done by them without any limit to number of years before which they were undertaken. However all the assignments for which credit is being claimed should have been completed before Proposal Due Date (PDD).
31.	3.1.4(i) Page No:31	Will Metro Railway System and Long Distance Railway Line and High Speed Railway Lines be also considered eligible projects ?	It is hereby clarified that Metro Railway System and High Speed Railway Lines (in case developed within a city) would be considered as Eligible Assignments. However, Long Distance Railway Line would not be considered.
32.		Will the detail design consultancy assignments on traction, power supply and track work design be considered as eligible assignments?	The above works are only part of the DPR and hence the experience of which cannot be considered.
33.		Please consider the experience of the Applicant, incase the Applicant is part of the consortium for the Consultancy for which the experience is claimed.	It is clarified that the experience of the Applicant or its Associate can claim the experience for the Assignment, only if the Applicant or its Associate is the lead member of that consortium.
34.	2 Page No: 40	It is indicated that DPR is to be prepared for Firming up the Authority's requirements in respect of development and construction of the Project and Project facilities. This means that only concept designs have to be made. This may be confirmed.	The query has been addressed in the revised ToR.

S. No.	Para No	Query	Clarification
35.		The group experience can be counted and considered in bid evaluation if the proposal is submitted through our Indian entity which is 100% owned by Group.	It is clarified that the experience of Associate companies would be considered for assessment / computation of the experience of an Applicant. The definition of Associate is set out in Clause 2.3.3 of RfP document.
36.	2.2.2 (A)	No Eligible Assignment: Please consider reducing the no. of Eligible Assignments in last 5 years, from 5 Eligible Assignments to 3 Eligible Assignments & time would be 10 years..	It is hereby clarified that the clause is amended as below (A) Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4.
37.	3.1.4 (i)	Please consider the Eligible Assignment in terms of length of the system (20 km) instead of Project Cost. "Rail based Rapid Mass Transit System / Monorail / LRT having a length of 20 km"	Not Agreed
38.	3.1.4	Indicates different dollar values in letter and in figures	that the clause stand corrected and is setout below "Rail based Rapid Mass Transit System / Monorail / LRT having an estimated capital cost (excluding land) of at least Rs. 2240 Crore (Two Thousand Two Hundred Forty Crore) in case of a project in India, and US \$ 1120 Million (One Thousand One Hundred Twenty Million) for projects elsewhere"
39.	2.2.2 (B)	Financial Capacity: value differ in words and figures.	It is clarified that The Applicant shall have received a minimum income of Rs. 9(nine) Crores or US \$ 4.5 Million (US\$ Four Million Five Hundred Thousand) per annum from professional fees during each of the 3 financial years
40.	Consortium Participation	<ul style="list-style-type: none"> How many members are permitted in Consortium Atleast 3 consortium members should be allowed Would experience of all consortium members should be aggregated for evaluation 	It is clarified that there is no limit on the number of members in the consortium. However, experience of members would not be aggregated. For the purpose of assessment of the Technical and Financial Capacity, credentials of only lead member, along with its Associate, shall be considered.
41.	Clause 3.1 Page 41 Project Cost	<ul style="list-style-type: none"> Please confirm that Cl. 3.1 Page 41, Cl. 4 B (H)(iv) and Cl. 3.14, 3.15 page 48 shall be read together related to the scope for the project cost and BOQ . 	It is clarified that a detailed cost estimate has to be prepared and Project Cost would need to be estimated based on the same.
42.	3.1.4 page no. 31	Please standardize the fee for both govt. clients and private clients rather than differential rates	Not agreed
43.	3.4.1 page no. 32	Request to change to 0.8 Q and 0.2 C	Not agreed
44.	Para 3.1 on page 30	Relevant experience of the applicant may be allocated higher marks. It may also include minimum turn over from eligible assignments. Lesser marks may be allocated to experience of the key personnel.	Not Agreed

S. No.	Para No	Query	Clarification
45.	Para 3.1.3 on page 30	Are there any minimum qualifying marks separately for "relevant experience of the applicant" & "relevant experience of key personnel"	The qualifying criteria for the Applicant and Key personnel are different. Minimum of 5 Eligible Assignment in past 10 years is required for the Applicant along with its Associates to qualify in the Technical Capacity. The minimum experience required for the Team Leader is 2 Eligible Assignments and for other Key Personnel's is 1 Eligible Assignment each.
46.	2.2.2 (D) pg. no.12	Please, kindly reduce the experience requested to the Team Leader from 20 to 15 years.	Not agreed
47.		<p>We feel that eligibility criteria are very tight, especially considering that numerous metro and tramway projects have been constructed in western Europe but only in rare cases single contracts of more than 400 M€ are given. In order to allow more competition of trustable agencies, we kindly request some relaxation of qualification in terms of number, size or years since the project was completed. Else, we request:</p> <ul style="list-style-type: none"> • To consider more weight age (2 or more than 2) for Detailed Design Projects i.e one eligible assignment may be considered as two eligible assignments if the experience claimed is for detailed design, since its complexity and detail is much larger by far than that of a DPR. • A project with size equal or bigger than 1 billion USD should be consider as 2 EA. • 2 or 3 projects aggregating to meet the criteria could be considered as one EA. 	Not Agreed
	ToR & Concession Agreement		
48.	3.15.4 Page No: 49	This Para indicates that 12% IRR has to be targeted. However Page 50 Para 4 B indicates that viability Gap Funding of 30% can be considered to achieve 12% IRR. Position regarding this may be clarified. Further as per provisions on Page 52 Para 4 J some deductions are envisaged in consultancy payment for any change in the requirement of viability gap funding. It is not clear who will decide about need for such a change and when he will do it.	<p>It is clarified that VGF component shall be estimated estimated for a target Project IRR of 12%.</p> <p>The deductions are applicable in case of projected VGF (for Project IRR of 12%) in the DPR (with detailed costing) exceeds the projection for the same in the Options Report by more than 10% of the capital costs. In such an event, deduction of 10% of the Agreement Value shall be made from the payment due to the Consultant.</p>

S. No.	Para No	Query	Clarification												
49.	8.2 Page No: 60	It is indicated that Key Personnel of consultant will have to be available at Project office in Bangalore for first 16 weeks. Task A that is Preparation of Option Report will be completed in 12 weeks and by the time Authority gives decision about option to be followed 16 weeks will be over. Thus Task B will be performed by Key Personnel from Head/Home office. This understanding may be confirmed.	The is clarified that the Key Personnel of the Consultant needs to be at site for the following number of days: <table border="1" data-bbox="1213 235 1900 406"> <thead> <tr> <th>Key Personnel</th> <th>Task A</th> <th>Task B</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>15</td> <td>40</td> </tr> <tr> <td>Traffic-cum-Safety Expert</td> <td>15</td> <td></td> </tr> <tr> <td>Environmental Expert</td> <td></td> <td>25</td> </tr> </tbody> </table>	Key Personnel	Task A	Task B	Team Leader	15	40	Traffic-cum-Safety Expert	15		Environmental Expert		25
Key Personnel	Task A	Task B													
Team Leader	15	40													
Traffic-cum-Safety Expert	15														
Environmental Expert		25													
50.	Page 55 – Time and Payment Schedule	Final DPR is to be submitted in 12 weeks <ul style="list-style-type: none"> Proposed assignment duration is very less as compared to the scope of services expected from the assignment. Consultant has to conduct many survey and investigations which take lot of time. We request you to kindly change the minimum expected duration to 6 months from the date of approval of option study 	The revised time frames for the Deliverables are set out in the revised ToR.												
51.	Page 55 – Time and Payment Schedule	No payment on submission of Inception Report <ul style="list-style-type: none"> Payment of 10% at inception report is the common practice in MoUD project. Atleast 10% payment should be given against inception report stage. We request you to adopt guidelines used by MoUD/NCRPB for such similar projects (Copy enclosed for agreement signed between NCRPB and our company) 	It is clarified no payment would be made by the Client on submission of Inception Report. The Agreement however has provision for the Consultant to claim Mobilization Advance. The provisions for the same are set out in clause 6.4 of Schedule 1 of the RFP document.												
52.	Page 56	Mobilization Advance upto 10% of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% simple interest per annum and shall be adjusted against the first four bills in four equal installments and the accrued interest shall be recovered from the fifth bill. <ul style="list-style-type: none"> Consultants are already submitting Bank Guarantee in lieu of Mobilization Advance. The additional burden of 10% of interest being charged on Mobilization advance given to consultants should be waived off. 	Not agreed												
53.	Clause 4 B page 50	Option Report <ul style="list-style-type: none"> This clause shows the Options Report required 6 weeks after commencement (ie. 2 + 4 weeks) whereas pages 55 and 56 show 10 weeks. Confirm that the 4 weeks is incorrect. 	The query has been addressed in the revised ToR.												
54.		<ul style="list-style-type: none"> Is there an existing traffic model? If yes then can we get it? In what software is it build? What is the Base Year? What is the Forecast Year? Does it include the airport? Does it include the airport link? Who build it? Who maintains the model? Does it include the airport demand? Is there a model validation report and can it be made available? 	It is clarified that no existing traffic model is available with the Authority.												

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55.		<ul style="list-style-type: none"> What is the preferred software for modelling the demand? (VISUM etc) 	It is clarified that Consultant can use software of his choice. However, the justification for using this specific software would need to be provided to Authority.
56.		<ul style="list-style-type: none"> How many peak periods/ scenarios need to be modelled and projected? 	The Consultant shall determine the peak period and the bandwidth of the peak period depending on the traffic condition.
57.		<ul style="list-style-type: none"> What is the peak service demand (peak line capacity per hour that needs to be serviced) and Daily Demand to serve? Please confirm that this study is already done or to be done during the Traffic study 	It is clarified that the Consultant shall determine the peak service demand & daily demand to serve depending on the traffic and viability of the Project.
58.		<ul style="list-style-type: none"> Is there a preferred alignment route? 	The alignment provided is suggested by previous studies. It is clarified that that there is no preferred alignment route and as a part of the Consultancy, the Consultant is expected to develop the same.
59.		<ul style="list-style-type: none"> What will be the scale of drawings? 	The scale of drawing for the Consultancy shall be GAD : 1:1000 Station and Depot : 1:200 Cross Section drawing depending on the requirement, however the above scale are indicative, and the Consultant has to judge and use appropriate scales, to bring out required details.
60.	Clause 3.14, pn 48 of RFP	For working out the cost of the project, please clarify whether the cost of the land shall be one of its components. If so, the unit cost of the land to work out the capital cost of the project needs to be supplied by the Authority.	It is clarified that cost of land would need to be considered during assessment of the project cost. The same shall be assessed based on the guidance value.
61.	Clause 4B, pn 50 of RFP	The RFP states that the consultant shall be entitled to a payment of 15% of the Agreement Value upon such termination. This now needs to be amended to 24% from 15%.	The payment schedule has been revised and is provided in the revised ToR
62.	Clause no 4/J pn 52 of RFP	The RFP says that in the case where the viability gap funding projected in the DPR exceeds the projections in the Options report by more than 10% of the capital cost; a deduction of 10% of the Agreement Value shall be made from the payment due to the consultants. It is too stringent and suggested to increase the acceptable variation of capital cost in the DPR from the Options report from 10% to 15%.	Not agreed
63.	Annex 6, pn 96 of RFP	We presume that the time taken by the Authority in providing its approval/comments on the Option report will be maximum four weeks. Kindly confirm.	It is clarified that the Authority shall endeavour to express its approval for Task B activities within 8 weeks of submission of Options Report from Consultant, as set out in Clause 6.2 of Schedule 1 of the RFP document.
64.	General	To determine the technical feasibility and financial viability of the Project, who shall be responsible for interfacing with other studies and submissions associated with the project?	It is clarified that the Team Leader shall interface with the Authority until the completion of Services as specified in Clause 10 of Schedule 1 of the RFP document.

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65.	Clause no 7.2.1 pn 87 of RFP	RFP entails that liquidated damages for error/ variation: shall be quantified by the Authority in a reasonable manner and recovered from the consultant by way of deemed liquidated damages, subject to a maximum of 50% of the agreement value. Request to reduce the value from 50% to maximum 10% as per the normal practice in vogue.	Not agreed
66.	Clause no 7.2.2 pn 87 of RFP	RFP entails that in the case of a delay in completion of the Services, liquidated damages not exceeding an amount equal to 0.2% of the Agreement Value per day, subject to a maximum of 10% of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. It is suggested to reduce the value from 0.2% to 0.1% per day limited to a maximum of 5%.	Not agreed
67.	2.1.4 page no. 11	(i) A telecommunication Engineer may not be knowledgeable for Signaling Design. Please clarify if requirement will be of a Signaling Engineer. (ii) .Environmental - cum Safety Expert has been asked for while the responsibility is only for Environmental Impact assessment of the Project. It is requested that changing the designation to 'Environmental Expert' may be considered.	It is clarified that the Consultant would be required to deploy a team of professionals as required for undertaking the Consultancy and for the purposes of preparation of Options Report and the DPR. Please refer to the revised ToR.
68.	4 E page no. 51	Please confirm that plans of utilities underground as existing will be supplied by the department to the consultant and consultant will not be required to do any digging operation to locate them.	The Authority would assist the Consultant in obtaining details with respect to the underground utilities from the government agencies concerned.
69.	1.2 page no. 39	The statement is too general. Also following IR specifications and standards may not be practical and feasible for LRT / Monorail. Also "applicable law" may be further clarified	Please refer to the revised TOR
70.	3, Task A, last Para 6.2 page no. 41, 55	With the client having the option of not proceeding after the options report, it is logical that the financial quotes should be sought separately for Task A and for Task B, rather than a %age of the overall price. Please also modify the advance payment clauses accordingly found in 6.4 on page 56	Not agreed
71.	3.1 (vi), (ix), (xii), (xiii) page no. 42	Traction and Signalling Systems Design, Operation Manual, Detailed Design of Structures and railway systems Please clarify exact deliverables for "Design of Railway Systems" Please clarify if a 'Detailed Design' for structures is necessary for this level of study as the level of effort increases substantially. Please confirm what is meant in detail by "operation manual" as this is usually prepared by the operators of the system.	A Operation Manual is not required from the Consultant. Please refer to the revised ToR.
72.	3.2.5 (c) 3.15.2 (e) page no. 43,48	Please confirm which growth rate is to be used for IRR calculations.	It is clarified that the consultant has to estimate the growth rate as specified in Schedule 1 (TOR)

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73.	(f), page no. 44	Please confirm that land records would be obtained and provided to the consultant by the client as this is a sensitive issue	The Authority would assist the Consultant in obtaining details with respect to the land records from the government agencies concerned.
74.	3.4 page no. 55	If the effort is to keep the alignment within the RoW, 3 options (minimum) seems unworkable. Please confirm that in general the alignment will be within the RoW and options produced (if possible) for stretches where staying within the RoW is not possible.	Please refer to the revised ToR.
75.	3.7 page no.46	Please clarify "critical"	Please refer to the revised ToR.
76.	3.8 page no. 46	Please confirm if land acquisition is an option for the Depot.	It is clarified that the Consultants shall identify the land required for Depot.
77.	3.15.4 page no. 49	We do not recommend the artificial suppression of costs to reach an IRR of 12%. Please confirm that a sensitivity analysis in terms of ridership effects on phasing of stations is not required	It is clarified that the Consultants shall not carry out any artificial suppression of costs in order to achieve the target IRR. The Consultant, as part of financial viability analysis, would also be required to consider parameters, such as change in ridership, incase of phasing of stations, impacting the viability and estimate the IRR for such scenarios.
78.	5.(c),(d) page no. 54	Please clarify exact requirements. It will be difficult to get an idea of all future utility plans and at which locations they will cross the alignment	It is clarified the future utilities mean the utilities that would be proposed by the Consultant for the Project.
79.	6.3 page no. 56	Please confirm if the payment to be withheld is on total payment for services or total payment for that KD	It is clarified that the amount that would be withheld shall be equal to the 5% of the total payment for the Consultancy Services.
80.	6.5 page no. 57	This is an inappropriate allocation of risks on the consultant as the consultant cannot be held responsible for the failure to sign the Concession Agreement by the client and any other party. The signing of the concession agreement is totally out of control of the consultant and is depended on Rol for the bidder, contract terms and conditions etc., for which the consultant has no responsibility. Please delete this clause.	Please refer to the revised ToR.
81.	8.3 page no. 60	Please remove this clause as this is a Lump Sum contract	Not agreed
82.	Attachment A 2 nd Para (i) page no. 63	200 m corridor width is impractical and probably not required for a linear infrastructure project of this nature.	Not Agreed
83.	2.2 page no. 69	Please change date to 14 working days from signing of contract	Not agreed
84.	2.9.1 (c) page no. 71	The numbering under 'c' appears to be wrong, this may be corrected	It is clarified that the clause shall read as "the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;"

S. No.	Para No	Query	Clarification
85.	2.9.5.i page no. 73	Please confirm what payments and on what basis will be made in case of termination of agreement in between KD's	It is clarified that the payments due in such a situation shall be in accordance with the provisions of Clause 2.95 of the Draft Agreement.
86.	3.5.1 (b) page no. 78	Please confirm that project specific insurance is not required and the global insurance cover may be used	Not agreed
87.	3.5.2 (a) page no. 78	20 crore TPLI is excessive. Please change this to 2 crore	Not Agreed
88.	3.7. b) page no.79	Please confirm that this clause does not apply to subcontracted employees, but only to agencies	It is clarified that the clause shall be applicable only for firms/ agencies being appointed by the Consultant.
89.	3.9 page no. page no. 79	Please confirm that all documents , designs and drawings prepared by the consultant remain the property of the consultant until all final payments due to the consultant are received by the consultant.	It is clarified that all documents, designs and drawings prepared and submitted by the Consultant as per the deliverables for which the payments are received remain the property of the Authority. Only the deliverables for which the payment is not made by the Authority 30 days after the approval of the deliverable, shall remain the property of the Consultant until the payment for the Deliverable is made by the Authority.
90.	4.5 page no. 83	Please confirm that the number of working days per week of the consultant holds will be based on consultants current practice and that all interactions between the client and consultant will be on this basis, except in exceptional circumstances.	The Authority on a normal scenario, shall have the meetings between Monday to Friday.
91.	6.3 (a) page no. 85	Please remove the restriction with regards to Scheduled Bank in India	Not agreed
92.	6.3 b ii) and iii) page no. 85	Please change so that only a reasonable amount is withheld rather than withholding the full payment, as the clause implies. We suggest withholding 15% as a maximum as determining an 'undisputed amount' is subjective.	Not agreed
93.	7.2.1 page no. 87	Liquidated damages are normally limited to 10% of the agreement value and are usually not levied if the consultant rectifies any errors within a reasonable span of time and are limited to delays, not error or variation, which is covered under 7.3. Please delete this clause and let the provision of clause 7.2.2 remain	Not agreed
94.	7.3 page no. 87	Please specify and clarify "other penal action". This must be specified in absolute if this is related to any financial penalty.	It is hereby clarified that other penal actions could be actions which the Authority feel is appropriate. It could include debarring the Consultant for a specified period, recommend the central and state govt. to blacklist the Consultant.
95.	E page no. 123	Overhead Expenses are not normally provided by a company as this is confidential information. Please confirm we may include these in the charge out rates.	Not agreed

S. No.	Para No	Query	Clarification
96.	6.3 (a) page no. 85	Please confirm that recovery of advance will be in line with separate payments for Task A and task B.	It is clarified that the amount shall be adjusted against KD2 to KD5. In case of termination of the Agreement on completion of Task A Activities, the amount shall be adjusted against KD 2 to KD4.
97.	Para 3.3.3 on page 44	Technology Survey - The last sentence from the para about case study shall be deleted as the consultant will be examining various technologies under technology survey.	Not Agreed
98.	Para 3.4 on page 45	a. Minimum 3 options for alignment are part of deliverable under item 4(B) of option report. Therefore after approval of option report under Task A, only one approved alignment shall be mapped with corridor characteristics like right of way, curvature, gradient, location of building line, utilities etc. under Track alignment in clause 3.4. b. Also the last sentence in the para may be modified to read as; "The Consultant shall provide broad design parameters based on the technology selected in Option report."	Please refer to the revised ToR.
99.	Para 3.10 on page 46	As the project is proposed to be implemented on Concession basis, this clause needs to be modified. Stipulation should be that the Consultant, based on the ridership, shall suggest a Train Operation Plan to be followed by the Concessionaire.	Not Agreed
100.	Para 3.11(f) on page 47	The para shall be deleted Or amended as "The consultant will assist the Authority in consultation with local "	Not Agreed
101.	Para 3.11(g) on page 47	The para shall be deleted Or amended as "The consultant will assist the Authority in preparing the plans"	Not Agreed
102.	Para 3.13 on page 48	This para may be amended to read as; "the Consultant shall arrive at the indicative design of various components of the project and related project facilities. It shall be responsible for;....."	Please refer to the revised ToR.
103.	Para 4.4 on page 82 - Substitution of key Personnel	Reduction in remuneration on substitution is not justified when the substitution is with better qualified and/or experienced personnel to the satisfaction of the Authority. Hence the para shall be revised deleting the reduction in remuneration.	Not Agreed
104.	Para 4.6 on page 83	It is our understanding that the term "Resident" in this para means "Resident in India" (and not "Resident in Bangalore").	It is clarified that the Resident with respect to the Team Leader shall mean Resident in India, preferably in Bangalore. However, the Project Manager has to be based in Bangalore.
105.	Claim 3.2.2, Page 42	Mentions that sample traffic surveys has to be carried out. We request you to elaborate the various types, no. of location, duration of surveys to be carried out so that there is uniformity in financial quote among all consultants	The query has been addressed in the revised ToR.
106.	Clause 2.26, Page 28	mentions that the Consultant shall indemnify the Authority for an amount not exceeding 3 (three) times the value of Agreement in services. We request you to consider the indemnity amount equal to value of the Agreement.	Not Agreed

S. No.	Para No	Query	Clarification
107.	Sch 1 – Para1.4	please provide a realistic time frame of appointment of these consultants, as the progress of assignment (i.e. concession agreement schedules and bidding process for investors) will be dependent on work of these two consultants. This will as such impact the deployment schedule of experts of Technical Consultant. Request a considered and serious response to this query.	The Authority would endeavor to start the Bid Process immediately after submission of DPR.
108.	Sch-1, 3.10 (page 46)	Operation Manual The heading is "Operation Manual" while the contents mention "Operating Unit Costs". We suggest removing this ambiguity and limiting this Para to "O&M Cost", as Operation Manuals are required when the project is implemented and such Manuals are a massive task in itself and do not form the part of DPR preparation.	The query has been addressed in the revised ToR.
109.	Sch-1,3.15 (page 48)	Financial analysis: This Para states limited role of the Technical and bid process Consultant for Financial Analysis and expects such i tasks will be performed by Financial Consultant. Then , this Para states Technical Consultant to undertake detailed cost analysis, project cash flow and IRR EIRR analysis over various horizon periods, project financial structuring, risk analysis (using Monte Carlo) and host of other sophisticated requirements. Kindly provide scope of services of proposed "Financial Consultant" so that we can assess our role in financial 1 analysis. As it is stated now, it has unlimited interpretations and scope.	It is clarified that a basic Financial Viability is expected from the Consultant and the same shall include: <ul style="list-style-type: none"> ● Estimation of project cost ● Assessment of revenue income ● Estimation of O&M expenses ● Calculation of IRR ● Sensitivity analysis and calculation of IRR under such scenarios ● Estimation of VGF grant
110.	Sch-1, pars 3.11, 3.12 (page 46 & 47)	The recent developments indicate that we may need full social and environmental assessments of the mass transport projects. Therefore, a rapid study will not be sufficient for taking this project forward for some multi lateral funding options. This has relevance to costing of 'these modules on the overall DPR preparation. Moreover, the scope envisaged is also beyond the expected rapid assessment	It is clarified that rapid assessment is sufficient.