

**Pre Bid query response for Consultancy Services for Study on Integration Leads to Merger of MRTS, Chennai with Chennai Metro Rail Limited**

S.No.	Reference	Content/Statement in the RFP document	Query	Reply from CMRL
<b>Price Water Cooper</b>				
1.	Evaluation Criteria for Firm – Table in Page 5	Experience in relevant projects of similar nature. Rail based transit system merger/takeover within India	The administration of rail based transit system outside the purview of Indian Railways in itself is very recent. Thus, we request that the marks allocated for experience of similar studies in India also include feasibility study for rail based transit system projects.	As per Tender Document
2.	Evaluation Criteria for Firm – Table in Page 5	Experience in relevant projects of similar nature. Rail based transit system merger/takeover within India	It is stated that the firm should have past experience in Rail based Transit System Planning in “years”. Instead, we request that this be replaced with experience in similar projects like: 1. Upto 3 Projects 2. 3-5 Projects Further, administration of rail based transit system outside the purview of Indian Railways in itself is very recent. Thus, we request that the marks allocated for experience of similar studies in India be allocated to include feasibility study for rail based transit system projects based on the thresholds stated herein i.e. two slabs viz. Upto 3 projects and More than 3 Projects.	As per Tender Document
3.	Evaluation Criteria for all Experts – Page 6	Experience in relevant projects of similar nature. Rail based transit system merger/takeover within India	Owing to the same constraint regarding the number of Mergers in Rail sector, we request the following:  1. Please have 20% weightage for similar studies in India and abroad and redistribute the other 20% to Total Professional Experience of the Expert i.e. Increase the weightage for Professional experience from 20% to 40%	Please Refer Corrigendum No.4

4.	Educational qualification requirements for Mass Rapid Transit Expert	Bachelors or Masters Degree in Engineering	<p>Please consider Bachelors degree in Engineering with Masters in Business Management/PGDM/Finance/Economics/MBA/PGDM</p> <p>We seek this modification as this expert is also the Team leader and people with similar experience need not have</p>	As per Tender Document
5.	Experience requirement of Transport Planner/Traffic Engineer	Requirement in past merger/integration studies	<p>The scope of work of this expert is independent of whether it is a merger study or a fresh feasibility study. Thus, we request you to waive the requirement of past experience in merger/integration studies for this position. Instead, please consider including experience in mass transit using other modes of transport as well in addition to rail based transit</p>	As per Tender Document
6.	Educational qualification and Experience requirements for Legal Expert	<p>Master Degree with Post Graduate Diploma in Contract Management/ Legal</p> <p>Bachelor Degree with Post Graduate Diploma in Contract Management/ Legal</p>	<p>Please consider modifying this requirement to:</p> <ol style="list-style-type: none"> <li>1. Masters in Law</li> <li>2. Bachelors in Law with</li> </ol> <p>Experience:</p> <ol style="list-style-type: none"> <li>a. Upto years</li> <li>b. 5 years to less than 10 years</li> <li>c. More than 10 years</li> </ol>	As per Tender Document
7.	Requirements for Finance Expert and Legal Expert	Project Experience	<p>Normally, finance experts work across sectors. And thus, we request you to consider experience in projects/feasibility studies across transportation infrastructure sectors for Finance and Legal Expert</p> <p>Further, the requirement of similar project experience in India and abroad does not go well with a legal expert as a lawyer practically has very little role in DPR and a lawyer practicing in India cannot work outside the Indian jurisdiction as per the Indian laws. Thus we request a waiver of this requirement for legal expert</p>	As per Tender Document

8.	Requirement of Accountant	Not Available	<p>This study involves assessing the valuation of existing assets owned by Indian Railways that need transfer. Besides undertaking a Discounted Flow valuation for future profits, there is a need to value existing assets to be taken over. For this purpose, the ICAI has issued draft guidelines which may be found in the link below.</p> <p><a href="http://irastimes.org/Article_pdf/Detailed%20Guidelines%20for%20Valuation%20of%20Assets.pdf">http://irastimes.org/Article_pdf/Detailed%20Guidelines%20for%20Valuation%20of%20Assets.pdf</a></p> <p>Thus there is a requirement of having an auditor/internal auditor as a Key Expert for performing non audit assurance services to review the asset register of Southern Railway assets pertaining to MRTS based on the data received from Southern Railway, verification of the disclosure, provide advise on accounting requirements when these assets form part of the books of CMRL (Indian Railways typically adopts the Govt. style of accounting while CMRL is bound by the Companies Act). This is a critical exercise to be performed prior to the takeover.</p> <p>Overall, the scope of services is equally substantial from an accounting, valuation and organizational perspective as compared to a Technical perspective (purely from Railways and mass transit). Moreover, the involvement of technical experts is time bound and task specific. Whereas, issues concerning accounting, valuation, manpower etc. live throughout the course of the study and beyond and thus there is a need to have a greater involvement of these experts in terms of man months</p>	As per Tender Document
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<p>9.</p>	<p>Clause 16 of the RFP. Power of Attorney for submission of Proposal</p>	<p>The Consultant may apply individually or as a member of Consortium in which a consortium member may associate with only one another member. Further the consortium shall specify the approximate percentage of participation and nominate a Lead Member of the Consortium. The consortium must submit the Power of Attorney signed by all members of the consortium in favour of the Lead Member to act on behalf of the Consortium /JV in exercising all rights and obligations of the Consortium/JV. The members of consortium are jointly and collectively responsible, however the lead member should be fully responsible.</p>	<p>Request you to consider the following:</p> <ul style="list-style-type: none"> <li>• Since there is a requirement of contract cum legal expert, we request that an exception be made to include legal expert/legal firm as a third member of the consortium. We seek while predominantly firms with the technical/financial expertise do not have legal experts with project experience. That is the limitation of 2 members (excluding the legal member/firm) in a consortium</li> <li>• Please consider provision of copy of Board resolution of the lead member adequately authorizing the signatory of the proposal to sign on behalf of the firm. Further, letter of association from the associate consultants may be accepted during the proposal stage. And Power of Attorney may be furnished by the successful consultant/consortium.</li> </ul>	<p>As per Tender Document</p>
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10.	Clause 20 of RFP. Security Deposit	5 % of Consultancy Fee, in the form of demand draft from a Scheduled Commercial Bank in India. Demand Draft (DD) should be made in favour of "Chennai Metro Rail Limited" payable at Chennai.	Please clarify if this needs to be submitted only by the successful bidder	Yes
11.	Page 17, Manning Schedule	Staff Months for 7 Key experts adding to 25 man months	Please clarify if this is only an indicative number. Based on the approach and methodology to be adopted by the applicants, the requirement of key and non-key experts could be different from what is suggested. Also; in our view; the extent of work required in administrative, organizational and governance matters is substantial and hence the staffing will have to be modified to be in alignment with the A&M to be proposed.	As per Tender document
12.	Clause 17 of RFP (Page 8)	The consortium (or) consultant shall operate a Project office at Chennai on award of work. Further, the proposed Key personnel by Consultant should be available at Chennai and also should attend the project weekly review meetings regularly.	Please consider waiver of the requirement of a Project office for firms having a full-fledged office in Chennai.  Please consider availability of relevant Key personnel for monthly review meetings and presentation of Key deliverables. However, non-key personnel would be available for meetings to update CMRL on the progress on a more frequent basis.	As per Tender document

13.	General	General	This study would require substantial cooperation from CMRL and Southern Railway in terms of administrative facilitation and provision of data. We hence suggest that there be an empowered team from both these entities to manage interactions with the Consultants to facilitate smooth progress of the study. Sharing of data is imperative to ensure that the progress of the study is as per schedule.	As per Tender document
14.	Terms of Reference	MRTS Technology	We feel that the technology of infrastructure of MRTS is old in relation to CMRL. Please clarify if the study needs to also include up-gradation of these facilities to better standards?	Please refer Scope of works
15.	Terms of Reference – Point no. 18	The Consultant shall review and assess the potential traffic based on network synergy	<p>Since the exercise is only a study for takeover of existing MRTS whose network was already known while planning the Chennai Metro Rail, it is presumed that the traffic study for Chennai Metro factored in the network effect of MRTS at interchange points. In this context, please clarify if the Consultant needs to read through traffic projections of Chennai Metro Rail corridors and then come up with the projected traffic for MRTS sections?</p> <p>Please clarify if this also means any other element of traffic assessment for MRTS?</p>	Consultant shall assess the MRTS Passenger Demand based on available data with respect to Network Impact (i.e. MRTS integrated with St. Thomas Mount Metro and Suburban Train)
16.	Terms of Reference	Real Estate assets	Please give a brief background of real estate assets associated with the MRTS that are expected to be integrated or merged with CMRL. The market assessment/valuation pertaining to real estate is a separate exercise independent of the conventional valuation of rail system through ridership. This could potentially impact the project timelines and the effort estimation.	Please Refer Scope of Works
17.	Terms of Reference	Non Fare Revenue estimation	Though the ToR mentions about Non-Fare box revenue estimation, the same needs to be carried out using experts outside the Key personnel (i.e. Sub key personnel who would undertake this task and report to the Key Personnel). It is clarified that this estimation too needs to be factored into the effort estimation.	As per Tender Document

18.	Effort estimation	Indicative Man month requirement at 25 man months	Owing to additional detailing of scope of work, additional requirement of experts and sub key personnel, the indicative overall effort of 25 man months mentioned in the RFP needs to be enhanced. Thus remuneration to be provided in Form 1A in Annexure 3.3 may not conform to the 25 man month requirement	As per Tender Document
19.	S. No. 2 mentioned in Annex 2.7	Eligibility/Qualification criteria – Requirement of documentary evidence	There is a requirement to provide documentary evidence. There are instances wherein these contracts include confidentiality and as a result such evidences may not be available for use in documents such as proposals. Further, I wish to recollect an earlier EOI/RFP sought by CMRL in the year 2012 for Fare fixation wherein Firm experience could be exhibited by disclosure and declaration from the authorized signatory. We request that a similar procedure be followed here as well.	As per Tender Document
20.	Point No. 8 concerning date and time of submission of Proposals	Currently 5 <sup>th</sup> October 2016	Owing to the queries sought herein, requirement to put in a multidisciplinary team, high quality approach and methodology and the upcoming holidays, we request that the due date be extended at least to 26 <sup>th</sup> October 2016 or 2 weeks from the date of issue of replies to queries and addendum by CMRL (whichever is later).	Please Refer Corrigendum No.4
21.	Draft Agreement	Liability - The limitation of liability is not documented in the draft contract	Generally, the overall liability is limited to the fees paid to the Consultant. Please clarify if this understanding is correct.  Also request to include a clause in the draft agreement to this effect	Yes
22.	Clause 12 of Draft Agreement	The Consultant shall permit, and shall cause its Sub Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its	It is hereby clarified that we will retain our records as per our record retention policies. Upon reasonable notice we will allow client to inspect our invoicing records under this engagement to the extent when the same is not in breach of our organizational confidentiality requirements. Further, we request that such inspection shall be done in a pre-agreed manner and during normal business hours.	As per Tender Document

		accounts and records and other documents relating to the submission of the proposal to provide the services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client		
23.	Clause 13 and 14 of Draft Agreement	Confidentiality and Proprietary information	<p>We request you to clarify the following:</p> <ol style="list-style-type: none"> <li>1. The definition of confidentiality does not include information available in public domain and those that may be available to us independent of the contract.</li> <li>2. Proprietary Information would exclude any pre-existing material/working papers or other material brought in by the Consultant. We agree that the ownership of the deliverables would be that of the Client.</li> </ol>	As per Tender Document
24.	Clause 16 of Draft Agreement	The Consultant will be responsible for taking out insurance coverage in the performance of the services under this contract including but not limited to the following:-	It is hereby be clarified that PricewaterhouseCoopers Private Limited maintains appropriate professional indemnity insurance cover with underwriters to protect against all reasonable risks in respect of all professional services provided by the firm.	As per Tender Document



		<p>(i) Third Party Liability Insurance</p> <p>(ii) Workmen's compensation insurance</p>		
25.	Clause 19 of the Draft Agreement	<p>Client reserves the right to claim liquidated damages upto 2.5% of the consultancy fee from Consultant for on account of delay in deliverable time lines or for any other breach of the clauses of the contract.</p>	<p>This assignment involves extensive coordination between the Southern Railway, CMRL and other Government Departments if necessary. It is expected that these liquidated damages would be claimed only in the event that the delay is solely attributable to the Consultant and it may be noted that delay in provision of data/inputs necessary for the study mainly by Railways/CMRL might delay the progress of the Consultancy services and we request that in such an event, the liquidated damages not be claimed by CMRL</p>	As per Tender Document
26.	Clause 21 of the Draft Agreement	<p>The Client may terminate this Contract by giving 10 days' notice to the Consultant after the occurrence of any of the events specified in this clause and also shall forfeit the Performance Security Deposit of the Consultant:</p> <p>i. If the Consultant does not remedy a failure to the complete satisfaction of the client in the performance of</p>	<p>We request that this clause be amended to ensure that the option to terminate be available to both the parties.</p> <p>Please modify the clause as "either party may terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation."</p> <p>Also, upon termination; we request that the Consultant be paid for the work done till date of termination</p>	As per Tender Document

		its obligations under the Contract within seven (7) days after being notified, or within any further period as the Client may have subsequently approved in writing.		
<b>AARVEE Associates</b>				
1.	Pg.No.4, Cl.No. 11	<p><b>Technical Evaluation: Eligibility/Qualification Criteria:</b> Firms who have the following qualifications will only be considered for technical evaluation:</p> <ul style="list-style-type: none"> <li>• More than 10 years of experience in the field of Rail Based Transit system Planning (i.e. Techno economic feasibility study / Detailed Project Report) assignments</li> <li>• Should have successfully completed at least one similar type of Project (i.e. Rail based Transit system take</li> </ul>	<ul style="list-style-type: none"> <li>• We understand Rail Based Transit system includes Metro, Railways, LRT, High Speed. <i>Please confirm</i></li> <li>• Further, since the assignment is primarily merging of two transit / transportation with a view to optimize the resources, operation &amp; maintenance expenses, maximize profit etc. Hence, we request you to consider experience from merger of any two transit systems like Bus + Bus/ Bus + Rail also. <i>May please consider.</i></li> </ul>	<p>Yes, it includes Metro, Railways, LRT, High Speed, Intercity/Intra city rail system</p> <p>Limited to Rail based Transit System take over/merger studies</p>

		over/Merger) within India or anywhere.		
2.	Pg.No.8, Cl.No. 16	The Consultant may apply individually or as a member of Consortium in which a consortium member may associate with only one another member. Further the consortium shall specify the approximate percentage of participation and nominate a Lead Member of the Consortium. The consortium must submit the Power of Attorney signed by all members of the consortium in favour of the Lead Member to act on behalf of the Consortium /JV in exercising all rights and obligations of the Consortium/JV. The members of consortium are jointly and collectively responsible. However the lead member should be fully responsible.	<ul style="list-style-type: none"> <li>As has been in practice in several projects and also for project operation convenience, we suggest you to stipulate that <ol style="list-style-type: none"> <li>In case of consortium, representative of each member firm ( including Lead Member) shall obtain Power of Attorney from their respective employer supported by Board Resolution and</li> <li>The Other Member(s) shall give a Power of Attorney in favour of the Lead Member to act on behalf of the Consortium/JV in exercising all rights and obligations of the Consortium/JV.</li> <li>The Members of the consortium/Jv shall submit a letter of association duly indicating their percentage of participation.</li> </ol> <p>May please consider and provide formats for the above Power of Attorney, Board Resolution and Letter of Association.</p> </li> <li>Request you to make Separate Payments to the Members of the Consortium/Jv, in case the work is awarded to a Consortium/JV.</li> </ul>	<p>As per Tender Document</p> <p>Not agreed</p>

3.	Pg.No.8, Cl.No. 19	EMD: Rs.1,35,000 - (Rupees One Lakh Thirty Five Thousand only) in the form of demand draft from a Scheduled Commercial Bank in India. Demand Draft (DD) should be made in favour of "Chennai Metro Rail Limited" payable at Chennai.	<ul style="list-style-type: none"> <li>The EMD may please be accepted in the form of Bank Guarantee also, issued by any Scheduled Commercial Bank in India. <i>May please consider.</i></li> </ul>	As per Tender Document																
4.	Pg.No.8, Cl.No. 20	Security Deposit: 5 % of Consultancy Fee, in the form of demand draft from a Scheduled Commercial Bank in India. Demand Draft (DD) should be made in favour of "Chennai Metro Rail Limited" payable at Chennai.	<ul style="list-style-type: none"> <li>The Security Deposit may also be accepted in the form of Bank Guarantee also, issued by any Scheduled Commercial Bank in India. <i>May please consider. May please consider.</i></li> </ul>	As per Tender Document																
5.	Pg.No.17, Cl. - Project Development and Payment Terms	<b>Project Development and Payment Terms</b>	<ul style="list-style-type: none"> <li>In order to meet the project expenses in line with the scope of work and scheduled deliverables the payment terms may please be modified as below:</li> </ul> <table border="1" data-bbox="763 1043 1601 1351"> <thead> <tr> <th>Sl. No.</th> <th>Deliverables</th> <th>Cumulative Time line</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission and approval of Inception Report</td> <td>45 days</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Submission and approval of Interim Report</td> <td>150 days</td> <td>40%</td> </tr> <tr> <td>3</td> <td>Submission and approval of Draft Final Report</td> <td>210 days</td> <td>30%</td> </tr> </tbody> </table>	Sl. No.	Deliverables	Cumulative Time line	Payment	1	Submission and approval of Inception Report	45 days	10%	2	Submission and approval of Interim Report	150 days	40%	3	Submission and approval of Draft Final Report	210 days	30%	As per Tender Document
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			4	Submission and approval of Final Report	240 days	20%		
			<i>May please consider.</i>					
6.	Pg.No.31, Cl.No.16	The Consultant will be responsible for taking out insurance coverage in the performance of the services under this contract including but not limited to the following:- (i) Third Party Liability Insurance (ii) Workmen compensation insurance	<ul style="list-style-type: none"> <li>We understand the specified two insurances may not be required specific to this assignment, if the consultancy firms have these insurances already for their firms. May please confirm.</li> </ul>				As per Tender Document	
7.	Pg.No. 5/6,	Evaluation of Key Professional/(i) Educational Qualification (ii) Total Professional Experience.	<ul style="list-style-type: none"> <li>Since most of the experienced (+25 yrs) professionals would have started their career soon after completion of Graduation in Engineering, in order to have such well experienced and adequately qualified professionals on board, we suggest you to give "full weightage of Qualification (20%)" to such professionals i.e., for professionals having more than 25 years of experience with Graduation in relevant branch engineering.</li> </ul>				As per Tender Document	
8.	Pg.No.6	Evaluation of Key Personnel	<ul style="list-style-type: none"> <li>We request CMRL to appreciate that Rail-based transit system take over / merger has not happened in India. In its current form, the evaluation framework requires the experts to have experience in rail-based transit system, which essentially means that all the experts will need to be sourced from abroad. This would severely limit the availability of experts and overall cost of consultancy will become much higher.</li> <li>We accordingly suggest that the following should be the revised scoring criteria:</li> </ul>					

			<table border="1"> <thead> <tr> <th>Criteria</th> <th>Percentage weight age</th> </tr> </thead> <tbody> <tr> <td>ii. Total Professional Experience (in years) • &gt;15 years – 30% • 10-15 years – 20 % • 5-10 years – 10%</td> <td>30%</td> </tr> <tr> <td>iii. No of Rail based Feasibility studies / Detailed Project Report Projects involved in similar Position • =&gt; 5 Projects – 50% • &lt; 5 Projects – 35%</td> <td>50%</td> </tr> </tbody> </table>	Criteria	Percentage weight age	ii. Total Professional Experience (in years) • >15 years – 30% • 10-15 years – 20 % • 5-10 years – 10%	30%	iii. No of Rail based Feasibility studies / Detailed Project Report Projects involved in similar Position • => 5 Projects – 50% • < 5 Projects – 35%	50%	As per Tender Document
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			<i>May please consider</i>							
9.	Pg.No.3	And which will be received in the office of the Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600 107 upto 15:00 hrs on 19.10.2016	<ul style="list-style-type: none"> <li>Kindly give a four weeks extension on the proposal due date from the date of receipt of the reply to the quires. <i>May please consider.</i></li> </ul>	Please Refer Corrigendum No.4						
10.	Pg.No.6	iv) No. of Similar Studies.....in similar position v) No. of similar studies.... ....within India	<ul style="list-style-type: none"> <li>We request you to kindly remove the both clauses. It is difficult to get the key personnel with this qualification is difficult. <i>May please consider</i></li> </ul>	As per Tender Document						

11.	Pg.No.9	Manning Schedule	<ul style="list-style-type: none"> <li>We would like to propose 2 additional positions 1. Rail System Expert – Rolling Stock &amp; Power Supply &amp; 2. Rail System Expert – S&amp;T, SCADA, AFC.</li> <li>We also propose the following change in Manning Schedule and in Proposed Man Months.</li> </ul> <table border="1" data-bbox="763 400 1585 855"> <thead> <tr> <th>Sl. No</th> <th>Key Personnel</th> <th>Proposed Man Months</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mass Rapid Transit Expert</td> <td>12.0</td> </tr> <tr> <td>2.</td> <td>Rail System Operation Expert</td> <td>5.0</td> </tr> <tr> <td>3.</td> <td>Rail System Expert – Rolling Stock &amp; Power Supply</td> <td>4.0</td> </tr> <tr> <td>4.</td> <td>Rail System Expert – S&amp;T, SCADA, AFC.</td> <td>4.0</td> </tr> <tr> <td>5.</td> <td>Civil Track Expert</td> <td>4.0</td> </tr> <tr> <td>6.</td> <td>Traffic and Transport Planner</td> <td>4.0</td> </tr> <tr> <td>7.</td> <td>Contract and Legal Expert</td> <td>3.0</td> </tr> <tr> <td>8.</td> <td>Finance Expert</td> <td>3.0</td> </tr> <tr> <td>9.</td> <td>Quantity Surveyor</td> <td>4.0</td> </tr> </tbody> </table> <p><i>May please consider.</i></p>	Sl. No	Key Personnel	Proposed Man Months	1.	Mass Rapid Transit Expert	12.0	2.	Rail System Operation Expert	5.0	3.	Rail System Expert – Rolling Stock & Power Supply	4.0	4.	Rail System Expert – S&T, SCADA, AFC.	4.0	5.	Civil Track Expert	4.0	6.	Traffic and Transport Planner	4.0	7.	Contract and Legal Expert	3.0	8.	Finance Expert	3.0	9.	Quantity Surveyor	4.0	As per Tender Document
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12.	Pg.No.8	Clause No.18. The total duration of the assignment is 8 Months.	<ul style="list-style-type: none"> <li>The 8 months duration considered for this project is not adequate, more time is required. We request CMRL to consider 12 months instead of 8 months. <i>May Please consider</i></li> </ul>	As per Tender Document																														
13.	Pg.No.8	Clause No.16	<ul style="list-style-type: none"> <li>We understand that a consortium is allowed to bid for the project. In case the applicant belongs to Joint Venture / Consortium, the experience of Joint Venture / Consortium partners will be considered for evaluation. <i>May please confirm</i></li> </ul>	As per Tender Document																														

14.	Pg.No.8	Clause No.17	<ul style="list-style-type: none"> <li>• We request CMRL to provide us necessary office space near the works with basic amenities for working/operations. Residential accommodation shall be arranged by us for our experts.</li> <li>• <i>May please consider.</i></li> </ul>	As per Tender Document
15.			<ul style="list-style-type: none"> <li>• In the event of successfully winning this assignment, will the consultant have conflict of interest in the future assignments during the DPR, Design, PMC, GC Stages for Chennai Metro Rail Projects. <i>May please clarify.</i></li> </ul>	No
16.			<ul style="list-style-type: none"> <li>• In case delay in satisfactory completion of services occurs due to firm beyond the stipulated period of months as indicated in the tender, extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. In the event of grant of any time extension, the employer shall pay the same rates on pro-rata basis as have been applicable prior to the extension with no extra cost to the employer. The time period excludes the time taken by the CMRL and Railways. <i>May please consider.</i></li> </ul>	As per Tender Document
17.			<ul style="list-style-type: none"> <li>• Any entity including their subsidiaries, group companies, JV Member / Consortium member, parent company which has been barred, declared poor performer by the Central / State Government / PSU's in India or abroad by any entity controlled by them, from participating in any project/assignment and the bar subsist as on date of proposal, would not be eligible to submit a proposal. <i>May please consider.</i></li> </ul>	As per Tender Document
18.			<ul style="list-style-type: none"> <li>• Will the CV's of Key Experts be considered if more than one consortia has proposed the same key expert ? <i>May please clarify.</i></li> </ul>	Not accepted



19.			<ul style="list-style-type: none"> <li>We request CMRL to share past relevant data / study reports, drawings etc., of MRTS, CMRL and Railway as a reference documents at the time of issue of WO for preparing the Detailed Report. <i>May please provide.</i></li> </ul>	Please refer scope of works
<b>M/s. Deloittee</b>				
1	Letter of Invitation	Clause 11: Eligibility/Qualification Criteria	<p>With regards to the minimum qualification requirements specified in the RFP, we would like to highlight the following:</p> <ul style="list-style-type: none"> <li>More than 10 years' experience in the field of Rail Based Transit Planning – We would like to highlight that limited number of such consulting projects having been undertaken in India. This would place a restriction on firms like ours to participate in the tender and would result in less competition for the authority. Accordingly we request the requirement be reduced from 10 years to 5 years as well as the requirement of Rail-based Transit Planning to be relaxed to include rail-based consulting projects. The revised wordings are proposed to be as follows: “More than 5 years' experience in the field of Rail-Based feasibility study / Detailed Project Report assignments”</li> <li>Requirement of experience of rail based takeover / merger within India or anywhere – We would like to highlight there have been no rail based takeovers / mergers in India and limited such transactions have happened globally. Accordingly we would request you to kindly remove this requirement completely.</li> <li>Average Annual Turnover – We would like to request that the annual average turnover requirement be increased to INR 100 crores.</li> </ul>	As per Tender Document

2	Letter of Invitation	Clause 11: Scoring Criteria	<p>As highlighted in point 13 above, we would like to suggest that experience in relevant projects of similar nature as a requirement be removed. Instead transaction advisory for appointment of private developers / operators should be allowed as relevant projects as such transaction advisory projects have some resemblance to transfer of assets from one agency to another and only such transfers of assets have mostly happened in transportation sector and not a merger between two government agencies. Accordingly, we would request the scoring criteria to be revised as follows:</p> <table border="1" data-bbox="808 528 1576 975"> <thead> <tr> <th data-bbox="808 528 1424 600">Criteria</th> <th data-bbox="1424 528 1576 600">Weightage</th> </tr> </thead> <tbody> <tr> <td data-bbox="808 600 1424 767">(a) Overall Experience in Rail-Based feasibility study / Detailed Project Report (i).0-5 Years (ii) for more than 5 years</td> <td data-bbox="1424 600 1576 767">7 5 2</td> </tr> <tr> <td data-bbox="808 767 1424 975">(b) Experience in relevant projects – Transaction advisory projects in transportation sector (i) Successfully completed five TA projects (ii) For every additional study (upto a maximum of 3)</td> <td data-bbox="1424 767 1576 975">8 5 1</td> </tr> </tbody> </table>	Criteria	Weightage	(a) Overall Experience in Rail-Based feasibility study / Detailed Project Report (i).0-5 Years (ii) for more than 5 years	7 5 2	(b) Experience in relevant projects – Transaction advisory projects in transportation sector (i) Successfully completed five TA projects (ii) For every additional study (upto a maximum of 3)	8 5 1	Please Refer Corrigendum No.4
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(b) Experience in relevant projects – Transaction advisory projects in transportation sector (i) Successfully completed five TA projects (ii) For every additional study (upto a maximum of 3)	8 5 1									
3	Letter of Invitation	Clause 11: Key professional staff	<p>Currently the proposed set of experts required as per the RFP is:</p> <ol style="list-style-type: none"> <li>i. Mass Rapid Transit Expert</li> <li>ii. Rail System operations Expert</li> <li>iii. Civil Track Expert</li> <li>iv. Traffic and Transport Planner</li> <li>v. Contract and Legal Expert</li> <li>vi. Finance Expert</li> <li>vii. Quantity Surveyor</li> </ol> <p>However, given that the scope of the project includes merger / take-over, we suggest that a specialist in merger / take-over</p>	As per Tender Document						

should also be required as part of the team of experts. Accordingly, we suggest one additional expert to be made mandatory:

- i. Merger / Take-over expert

Accordingly, the scoring criteria to be modified as:

Expert	Marks
(i) Mass Rapid Transit Expert	10
(ii) Rail System operations Expert	9
(iii) Civil Track Expert	9
(iv) Traffic and Transport Planner	8
(v) Contract and Legal Expert	8
(vi) Finance Expert	8
(vii) Merger / Take-over expert	7
(viii) Quantity Surveyor	6
<b>Total</b>	<b>65</b>

Under Evaluation of Key personnel, the following scoring mechanism has been provided for evaluating financial expert:

CA/ CPA /ICWA / CFA / MBA(F)	
) A person holding any two degree as above	20%
i).A person holding any one degree as above	15%

We would like to submit that a Post Graduate Diploma in Management (PGDM) or MBA course covers finance very well and very few students would typically go for a second finance-specific degree. In our experience, other Government departments also just ask for PGDM / MBA and not multiple degrees. Accordingly with reference to the scoring criteria, we would like to suggest that for financial expert position, this criteria should be removed.

As per Tender Document

4

Letter of Invitation

Clause 11: Evaluation of Key Personnel

5	Letter of Invitation	Clause 11: Evaluation of Key Personnel	<p>We request CMRL to appreciate that Rail-based transit system take over / merger have not happened in India. In its current form, the evaluation framework requires the experts to have experience in rail-based transit system, which essentially means that all the experts will need to be sourced from abroad. It is also submitted that the technical experts including Rail System Ops Expert, Civil Track Expert, Traffic Engineer and Quantity surveyor are not always engaged in a merger study like this so it would be impossible to find such suitable CVs. This would severely limit the availability of experts and overall cost of consultancy will become much higher.</p> <p>We accordingly suggest that the following should be the revised scoring criteria:</p> <table border="1" data-bbox="763 635 1619 1042"> <thead> <tr> <th data-bbox="763 635 1619 703">Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="763 703 1619 874">           ii. Total Professional Experience (in years)           <ul style="list-style-type: none"> <li><input type="checkbox"/> &gt;15 years – 30%</li> <li><input type="checkbox"/> 10-15 years – 20 %</li> <li><input type="checkbox"/> 5-10 years – 10%</li> </ul> </td> </tr> <tr> <td data-bbox="763 874 1619 1010">           iii. No of Rail based Feasibility studies / Detailed Project Report Projects involved in similar Position           <ul style="list-style-type: none"> <li><input type="checkbox"/> =&gt; 5 Projects – 50%</li> <li><input type="checkbox"/> &lt; 5 Projects – 35%</li> </ul> </td> </tr> </tbody> </table>	Criteria	ii. Total Professional Experience (in years) <ul style="list-style-type: none"> <li><input type="checkbox"/> &gt;15 years – 30%</li> <li><input type="checkbox"/> 10-15 years – 20 %</li> <li><input type="checkbox"/> 5-10 years – 10%</li> </ul>	iii. No of Rail based Feasibility studies / Detailed Project Report Projects involved in similar Position <ul style="list-style-type: none"> <li><input type="checkbox"/> =&gt; 5 Projects – 50%</li> <li><input type="checkbox"/> &lt; 5 Projects – 35%</li> </ul>	Please Refer Corrigendum No.4
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6	Letter of Invitation	Clause 8 (iv)	<p>Timelines currently mentioned for submission of proposal are highly inadequate for the firms to prepare and submit the proposal.</p> <p>We request the date for submission of proposal to be made 09-Nov-2016.</p>	Please Refer Corrigendum No.4			

7	Scope of Work	Clause 12	<p>Clause 12 of the Scope of Work states that “The Consultant should work out the valuation of modalities, cost of investment as well as go through details of revenue sharing in case of combined ticketing and inter mobility among MRTS, CMRL &amp; Suburban train services.”</p> <p>We request CMRL to confirm that valuation of various assets would only be based on book value and the Consultant would not be required to undertake separate asset valuation for each asset. Further, we request CMRL to clarify what is the task to be undertaken in “cost of investments”. We understand all capital expenditure information would be provided by CMRL.</p> <p>In terms of revenue sharing, we request CMRL to confirm that the scope would only include the modality in terms of how the revenue would be split between MRTS, CMRL and Suburban rail and the Consultant would not be required to calculate the revenue sharing between the parties.</p>	As per Tender Document
8	Scope of Work	Clause 13	<p>Under clause 13 of the Scope of Work, it is stated that “The Consultant will also assess potential of non-farebox revenue based on existing assets and without any new construction for stations on MRTS line post acquisition. This would also include any augmentation work to be carried with its cost implications to include adequate return through non- fare measures.”</p> <p>We request CMRL to confirm the following:</p> <ol style="list-style-type: none"> <li>a. Non-farebox revenue assessment is only required for MRTS and not the metro line.</li> <li>b. Non-farebox revenue to be assessed only at the station level and not for the land parcels available with MRTS.</li> <li>c. Data with respect to area available for commercial utilization, existing utilization, existing concession contracts would be provided to the Consultant.</li> </ol>	As per Tender Document

9	Scope of Work	Clause 14	<p>Clause 14 of the Scope of Work mentions that “The Consultant shall review liabilities due by MRTS and also relating to the Employees.”</p> <p>We request CMRL to confirm the following:</p> <ol style="list-style-type: none"> <li>a. Contingent liabilities would not be required to be assessed by the Consultant.</li> <li>b. CMRL will provide all information required for assessment of liabilities in terms of MRTS employee data / financial statements of MRTS and others, as needed.</li> <li>c. The Consultant would not be required to undertake detailed financial due diligence.</li> </ol>	As per Tender Document
10	Scope of Work	Clause 18	<p>Under clause 18 of the Scope of Work it has been stated that “The Consultant shall review and assess the potential traffic based on network synergy.”</p> <p>We request CMRL to confirm that the Consultant would be provided with the traffic projections and Consultants scope would only include reviewing the same, for example, reviewing the assumptions, arithmetical accuracy etc.</p> <p>We request CMRL to confirm that Consultant would not be required to undertake any surveys for this part of the scope.</p>	Consultant shall assess the MRTS Passenger Demand based on available data with respect to Network Impact (i.e. MRTS integrated with St. Thomas Mount Metro and Suburban Integration)
11	Project Development and Payment Terms		<p>Share of payment at the final payment milestone has been kept at 30%. We would like to submit that substantial amount of work and analysis would have happened till the stage of Draft Final Report with the Final Report only to address the comments of the CMRL on the previous milestone. Such back-loaded payment leads to a cash flow for the Consultant.</p> <p>Accordingly we would request 90% of the payment to be released till the Draft Final Report.</p> <p>We request that shares of payment at respective milestones to be as below:</p>	As per Tender Document

			<b>Deliverables</b>	<b>Payment</b>	
			Submission and approval of Inception Report	20%	
			Submission and approval of Interim Report	30%	
			Submission and approval of Draft Final Report	40%	
			Submission and approval of Final Report	10%	
<b>12</b>	ANNEXURE 4	Draft Agreement: Clause 6	<p>Clause 6 of the Draft Agreement states that “Payment shall be made after the client is satisfied about the completion of deliverables and based on the approval by the Client.”</p> <p>We would like to highlight that “satisfactory” is a highly subjective term. In order to minimize scope of any arbitrariness and boost transparency, we would request CMRL to define “satisfactory completion of deliverables”.</p> <p>In absence of any other measure, CMRL should define specific number of days within which the deliverables must either be approved or be commented upon with specific action points for the consultant.</p>		As per Tender Document
<b>13</b>	ANNEXURE 4	Draft Agreement: Clause 12	<p>We note the requirement of CMRL and/or persons or auditors appointed by CMRL to inspect and/or audit the Consultant's and/or sub-consultant's accounts and records and other documents relating to the submission of the proposal to provide the services and performance of the Contract.</p> <p>We would like to submit that our office has data and documents for several clients and hence, allowing the CMRL team (including its auditors) to visit our office to do such inspection would lead to breach of confidentiality in respect of other clients.</p> <p>We will, however, be in a position to make the relevant documents available to the client and/or its auditor for necessary audit / inspection.</p>		As per Tender Document

14	ANNEXURE 4	Draft Agreement: Clause 13 (Confidentiality)	<p>Clause 13 states that “The Consultants shall not disclose any proprietary or confidential information relating to the Services, this contract or the Client’s business or operations without the prior written consent of the client.”</p> <p>In its present form, the clause does not provide a time limit within which the confidentiality will apply. We request clause 13 in the Draft Agreement to be amended as follows:</p> <p>“The Consultants shall not disclose any proprietary or confidential information relating to the Services, this contract or the Client’s business or operations without the prior written consent of the client. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.”</p>	As per Tender Document
15	ANNEXURE 4	Draft Agreement: Clause 14 (Proprietary Rights of the Client in Reports and Records)	<p>With respect to clause 14 of the Draft Agreement, the pre-existing IPR of the Consultant should remain with the Consultant. Hence, we kindly request CMRL to modify the clause to add the following: “The pre-existing IPR of the Consultant shall remain with the Consultant.”</p>	As per Tender Document
16	ANNEXURE 4	Draft Agreement: Clause 16	<p>Under clause 16 of the Draft Agreement, which states that the Consultant will have to provide Workmen’s Compensation Insurance, we would like to clarify that such insurance is not applicable to Deloitte.</p>	As per Tender Document
17	ANNEXURE 4	Draft Agreement: Clause 17	<p>Clause 17 of the Draft Agreement states that “The Consultant shall protect, defend, hold CMRL harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Consultant or his nominee in the discharge of the obligations under the contract.”</p> <p>We believe that for all these eventualities, CMRL shall have adequate recourse in damages, thereby avoiding the need for such widely drawn indemnities.</p>	As per Tender Document



			Thus, Deloitte would like to negotiate on this clause in case the engagement / project is awarded to Deloitte.	
18	ANNEXURE 4	Draft Agreement: Clause 18	We would propose the clause to be amended and rewritten in the Draft Agreement as follows: “The Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value.”	As per Tender Document
19	ANNEXURE 4	Draft Agreement	We would like to bring to your notice that there is no clause within the Draft Agreement which limit’s the Consultant’s liability. We would therefore propose the following to be added as a separate clause within the Draft Agreement: “Notwithstanding anything contained in the contract, the Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	As per Tender Document

**TUV/SUD**

<b>1</b>	Project Development and Payment Terms	Inception Report - 10% Final Report – 30%	<b>Deliverables</b>		As per Tender Document	
			Submission and approval of Inception Report			20%
			Submission and approval of Interim Report			40%
			Submission and approval of Draft Final Report			30%
			Submission and approval of Final Report			10%
<b>2</b>	Corrigendum No.3 – Due date of bid submission	05/10/2016 upto 15:00 hrs	Looking at the complexity, scale and importance of the project, we require additional time to carefully select the suitable team composition for execution of Projects. Therefore, we request to the Authority to kindly grant an extension of at least 2 week's time.		Please Refer Corrigendum No.4	
<b>JLL</b>						
<b>1</b>	Letter of Invitation (S.No.8)	Submission of Proposal : Due date of Bid submission 05/10/16 upto15:00 hrs	We request you to extend the due date of submission of proposal by two weeks (19/10/16) from the revised date of submission		Please Refer Corrigendum No.4	
<b>2</b>	Letter of Invitation (S.No.18)	The total duration of the assignment is 8 Months	We request you to increase the project duration, as the project need in-depth market study and detailed analysis.		As per Tender Document	

3	Letter of Invitation (S.No.20)	Security Deposit: 5% of Consultancy Fee, in the form of demand draft from the Scheduled Commercial Bank in India	We requested you to consider the security deposit from 5% to 2.5%	As per Tender Document
<b>M/s.RITES Ltd</b>				
1	Letter of Invitation (S.No.8)	Submission of Proposal : Due date of Bid submission 05/10/16 upto15:00 hrs	Extension of date of submission by 15 days from 5th October 2016.	Please Refer Corrigendum No.4
<b>BARSYL</b>				
1		Tender document, Page No. 4, 11. Technical Evaluation:	<p>Should have successfully completed at least one similar type of Project (i.e. Rail based Transit system take over/Merger) within India or anywhere</p> <ul style="list-style-type: none"> <li>We understand that experience in Study of Integration of Public Transit Systems/ <b>Study for MRTS projects/ Transport integration of RRTS project/Railway Depots/Urban Rail Connectivity Projects/Study of Metro Rail Connectivity</b> shall also be eligible assignments. We request you to confirm and clarify the same.</li> </ul> <p>We kindly request you to consider substantially completed projects as eligible assignments</p>	Limited to Rail based Transit system take over/Merger studies

2		Tender document, Page No. 4, 11. Technical Evaluation	<p>Average Annual turnover of Rs.20.00 crores per year during the last 3 years</p> <p><b>We request amendment of the clause as:</b></p> <p>Average Annual turnover of Rs.15.00 crores per year during the last 3 years</p> <p>Request you to please consider the same</p>	As per Tender Document
3		Tender document, Page No. 6, 11. Technical Evaluation	<p>(iii). No of Rail based Transit System Planning (Techno Economic Feasibility/Detailed Project Report) Projects involved in similar Position</p> <p>We understand that Techno Economic Feasibility/Detailed Project Report for private/government railway siding project shall also be considered as eligible assignment.</p> <p>Request you to please confirm the same.</p>	Railway siding projects are not considered
4		Tender document, Page No. 6, 11. Technical Evaluation:	<p>(iv). No of similar studies (i.e. Rail based Transit system take over/Merger) were involved in similar position</p> <p>&gt;5 Projects – 20%</p> <p>3-5 Projects – 15%</p> <p>&lt; 3 Projects – 10%</p> <p>Since there are not many projects of Rail based Transit system take over/merger projects, it would be troublesome to match the qualification of experts.</p> <p>We request you to please amend the clause by reducing the number of assignments</p>	As per Tender document & Refer Corrigendum No.4

5		Tender document, Page No. 6, 11. Technical Evaluation	<p>(v). No of similar studies (i.e. Rail based Transit system take over/Merger) were involved in similar position within India  &gt;2 Projects – 20%  2 Projects – 15%  1 Project – 10%</p> <p>Since there are not many projects of Rail based Transit system take over/merger projects, it would be troublesome to match the qualification of experts.</p> <p>We request you to please amend the clause by reducing the number of assignments.</p>	As per Tender document & Refer Corrigendum No.4
6		General	<p>Due to availability of our experts in different part of nation, it will be difficult to get original signatures of experts on their CV's.</p> <p>Please confirm scanned signature of Key Experts can be used in the CV's. On award of contract original signatures can be done by the experts.</p>	As per Tender Document
7		General	<p>According to corrigendum No. 3 for Tender Reference: CMRL/PLNG/569/MRTS/2015/01  Due date of Bid Submission is 05.10.2016 up to 15.00 hrs.(IST).</p> <p>Bid preparation is a cumbersome and time taking process, we request you to extend the due date of bid submission by at least 3 weeks after reply of pre-bid queries.</p>	Please Refer Corrigendum No.4