## 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
M/s. Pr	iceWaterhouseCooper			
1	Experience in relevant projects of similar nature. Rail based urban mass transit system Techno economic feasibility Study/ Detailed project Report for a city having a population of one million plus.  Educational qualification requirements for Mass Rapid Transit Expert  Experience in relevant projects of similar nature. Rail based urban mass transit system Techno economic feasibility Study/ Detailed project Report for a city having a population of one million plus.  Bachelors or Master's Degree in Engineering		We feel that the nature of the study involves governance matters overarching the technical study. As a result, the principles involved are similar to integration/disintegration/mergers etc. that have happened across Government entities in infrastructure sector. We hence request that merger- demerger/integration studies across mass transit and other infrastructure assets of the government also be included in the evaluation criteria.	As per Tender Document
2			Please consider Bachelors degree in Engineering with Masters in Business Management / PGDM/Finance / Economics / MBA / PGDM. We seek this modification as this expert is also the Team leader and people with similar experience need not have	As per Tender Document
3			Request you to consider the following:  • 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	As per Tender Document

		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> <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>	
4	Page 17, Manning Schedule	Staff Months for 7 Key experts adding to 26 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
5	Clause 16 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.	The consortium (or) Consultant shall operate a Project office at Chennai on award of work. A full time Coordinator along with Team shall be posted at Chennai to ensure day to day coordination works. Further the proposed Key Personnel by Consultant should be available at Chennai on need basis.

6	6 General General General CMRL facilita that the entitie facilita is imp		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.	Please Refer Scope of Works
7	7 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?	As per Tender document
8	Terms of Reference – Point no. 18	The Consultant shall review and assess the potential traffic based on network synergy	Since the exercise if 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? Please clarify if this also means any other element of traffic assessment for MRTS?	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)
9			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
10	Effort estimation	Indicative Man month requirement at 26 man months	Owing to additional detailing of scope of work, additional requirement of experts and sub key personnel, the indicative overall effort of 26 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 26 man month	As per Tender Document

			requirement	
11	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
12	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
13	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 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	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

14	Clause 13 and 14 of Draft Agreement	Confidentiality and Proprietary information	We request you to clarify the following: The definition of confidentiality does not include information available in public domain and those that may be available to us independent of the contract. 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.	As per Tender Document
15	Clause 16 of Draft Agreement	but not limited to the following:- (i) Third Party Liability Insurance (ii) Workmen's compensation with underwriters to protect against all reasonable risks in respect of all professional services provided by the firm.		As per Tender Document
16	Clause 19 of the Draft Agreement  Consultant and it may be noted of data/inputs necessary for Railways/CMRL might delay Consultancy services and we received the Southern Railway and Southern R		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	As per Tender Document

17	Clause 22 of the Draft Agreement	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:  i. If the Consultant does not remedy a failure to the complete satisfaction of the client in the performance of 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.	the option to terminate be available to both the parties.  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."	As per Tender Document
M/s.RI	ΓES	<del></del>		
1			MOU between Southern Railway and CMRL laying down the broad principles of the proposed merger including TOR regarding the consultancy for merger may be shared with the prospective bidders.	No such MoU has been signed between Southern Railway and CMRL
2			Negotiations should be with preferred bidder and lowest tenderer. (Page 7, Item 12).	Negotiations with finalized Tenderer only (i.e. Who scored highest weighted score based on QCBS method)
3			Time for submission of Draft Final Report should be 300 days instead of 210 days. (Page/17). Time for submission of Final report should be accordingly	

increased to 330 days. Total duration would be 11 months (Item 17 page 8). The table of project development and payment terms will get modified as under:

unae	inder:					
S.	Deliverables	Cumulative	Payment			
No.		Time Line				
1.	Inception report					
	a) Submission	45 days	70% of			
	, , , , , , , , , , , , , , , , , , , ,		15%			
	b) Approval	60 days				
	3) 144.515		30% of			
			15%			
2.	Interim Report					
	a) Submission	150 days	70% of			
	,		35%			
	b) Approval	165 days				
	3) 144.515		30% of			
			35%			
3,	Submission of Draft	300 days	40%			
- ,	Final Report					
4.	Final Report	330 days	10%			
	- I					

As per Tender Document

Accordingly the time period of Mass Rapid Transit Expert (Team Leader) should be increased to 11 months. Time period of Rail System operations expert should be increased to 6 months. Time period of Civil Track Expert should also be increased to 6 months. Time period of Quantity Surveyor should be increased to 5 months.

Approval means approval by CMRL only. It is understood that no approval of any report from

	Southern Railway or any other authority is required. may please be clarified and confirmed.	It
4	Page/8, Item 16: This clause should be deleted instead it should specify that: "A full time look representative will be stationed at Chennai to ensure coordination with CMRL".  As most of the experts are to be deployed for 2 to months only, it is not possible for all key personnel attend weekly review meetings regularly. It will a increase the cost of proposal.	al Chennai on award of work. A full time Coordinator along with Team shall be posted at Chennai to ensure day to day coordination
5	Security Deposit: We understand that it is to submitted at the time of signing of agreement, af award of tender. (Page/8 Item 19).	er
6	Scope of Work: Financial viability and, FIRR shall worked out only for the agreed and approved optio strategy. (Page/16: Clause 19).	
7	Extension of Time of Completion: The study metake more time for various reasons, beyond the content of consultant. The consultant shall be suitated compensated for the additional time required at extra per month rate which should be either specification by client or asked from consultants as a part finance proposal	ol oly an ed
8	The strategy would be agreed at the stage of interreport approval and, all further works would be do only for the agreed strategy.	
9	Offer submission date should be at least 15 da after reply of observations to points raised in preconference is received.	, j

10	Page 15/para 15 of the Scope of work mentions that consultant shall collect and review the funding patters for MRTS Phase-I and II. In our view review funding pattern is not needed. This para may please be deleted from the Scope of work.	As per Tender Document
11	Page 15/para 11 of scope of work mentions a) valuation of MRTS land and b) assessment of earnings from advertisement and commercial exploitation of station buildings etc. for last 3 years. It is understood that assessment of current value of land should be got done from local Government-registered values by CMRL themselves. Consultants will provide the details of area of land. Assessment of earnings from advertisement and commercial exploitation of station buildings will be historical MRTS data for last 3 years. This understanding may please be confirmed.	Please Refer Scope of Works
12	Page 6 – in the list of experts, expert no. 5 has been mentioned as Contract cum Legal expert. There is no scope of Contract Management in this consultancy contract. This position may be changed to only legal expert with qualification as Bachelor Degree in Law.	As per Tender Document
13	Page 13 - As per the Scope of work, consultants are required to prepare a detail plan / drawing of a number of arrangements like interface at MSB, Terminal facilities at Fort station. In our view only concept plan based on the available drawings and Google earth imageries should be prepared at this stage. No topographical survey will be done. This may kindly be confirmed.	Detailed Concept Plans have to be prepared.

14	14 14 10 10 10 10 10 10 10 10 10 10 10 10 10		Page 28 table 3.3 the details of expenditure of remuneration, travel and accommodation and report preparation is required to be given. In addition to the key experts mentioned in the Tender Documents, a number of support professionals are required to be on the job. Since the payment is made on the basis of stages of work, this break-up may not be required. Therefore, this table may be deleted.	As per Tender Document
15			Consultant will supply 3 copies of all the reports. May please be confirmed.	As per Tender Document (Kindly Refer Page No.16)
16	16		Consultant will have the freedom to change the experts during the progress of work by providing experts of the qualification as per Tender Documents.	As per Tender Document (Kindly Refer Page No.31)
17			Consultants should be asked to give their suggestions and comments on Terms of Reference as a separate Chapter while submitting their Offer. These comments can be discussed during negotiations stage.	As per Tender Document
M/s.De	loitte		<u> </u>	
1	Letter of Invitation	Clause 10: Eligibility/Qualification Criteria	With regards to the minimum qualification requirements specified in the RFP, we would like to highlight the following:  • More than 10 years' experience in the field of Rail Based Transit Planning – We would like to highlight that limited number of rail based transit planning projects having been undertaken in India in the last 10 years. Such a requirement would limit the number of firms qualifying for the tender and would result in less competition for the authority. Accordingly we request the requirement be reduced from 10 years to 5 years. The revised wordings are proposed to be as follows:  "More than 5 years' experience in the field of	As per Tender Document

2	Letter of Invitation	Clause 10: Scoring Criteria	Rail-Based Transit Planning"  • Average Annual Turnover – Worden and the annual average requirement be increased to INR  In line with our request in point no 1 at request the scoring criteria to be revised Criteria  (a) Overall Experience in Rail Based Transit system Planning (Detailed Project Report / Techno-economic	erage turnover R 100 crores. bove, we would	As per Tender Document
3	Letter of Invitation	Clause 10: Key professional staff	Project Report / Techno-economic feasibility study) (i).0-5 Years (ii) for more than 5 years  Currently the proposed set of experts the RFP is:  i. Mass Rapid Transit Expert ii. Rail System operations Expert iii. Civil Track Expert iv. Traffic and Transport Planne v. Contract and Legal Expert vi. Finance Expert vii. Quantity Surveyor However, given that the scope of the present of take-over, we suggest that merger / take-over should also be required.	ert  project includes a specialist in uired as part of	As per Tender Document
			additional expert to be made mandatory i. Merger / Take-over expert  Accordingly, the scoring criteria to be made  Expert  (i) Mass Rapid Transit Expert  (ii) Rail System operations Expert	r:	

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				(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		
				Total	65		
				Under Evaluation of Key personnel,			
				scoring mechanism has been provided	for evaluating		
				financial expert:			
				ACA/ CPA /ICWA / CFA / MBA(F)			
				(i) A person holding any two degree as	25%		
				above	20%		
		Letter of Invitation	Clause 10: Evaluation of Key	(ii).A person holding any one degree			
				as above			
	4			M. IIII ( I Wal ( B. ( C I ( B) I		As per Tender Document	
			Personnel	We would like to submit that a Post Grad	•		
				in Management (PGDM) or MBA course of			
				very well and very few students would typ			
				second finance-specific degree. In our			
				other Government departments also just a	ask for PGDIVI		
				/ MBA and not multiple degrees.			
				Accordingly with reference to the scorin			
				would like to suggest that for financial exthis criterion should be removed.	cpert position,		
				una cinenon anodio de removeo.			
				Timelines currently mentioned for su	ibmission of		
				proposal are highly inadequate for the firm			
	5	Letter of Invitation	Clause 7 (iv)	and submit the proposal. We request		Please Refer Corrigendum No.1	
				submission of proposal to be made 30-Jai			
				Table 10 Proposal to 50 made 00 da	0		
			I and the second	The state of the s		I I	

6	Scope of Work	Clause 12	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 & Suburban train services."  a) 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.  b) Further, we request CMRL to clarify the task to be undertaken in "cost of investments". We understand all information on historic and projected capital expenditure would be provided by CMRL.  c) In terms of revenue sharing among MRTS, CMRL & Suburban, we request CMRL to confirm that the scope would not include technological aspects of revenue sharing in terms of Automated Fare Collection system etc.  d) Further we request CMRL to confirm that the scope in terms of revenue sharing among MRTS, CMRL & Suburban only includes suggesting a suitable modality of revenue sharing between MRTS, CMRL and Suburban rail and the Consultant would not be required to calculate the revenue sharing between the parties.	As per Tender Document
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7	Scope of Work	Clause 13	Under clause 13 of the Scope of Work, it is stated that "The Consultant will also assess potential of nonfarebox 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."  We request CMRL to confirm the following:  a. Non-farebox revenue assessment is only required for MRTS and not the metro line.  b. Non-farebox revenue to be assessed only at the station level and not for the land parcels available with MRTS.  c. Data with respect to area available for commercial utilization, existing utilization, and existing concession contracts would be provided to the Consultant.	As per Tender Document
8	Scope of Work	Clause 14	Clause 14 of the Scope of Work mentions that "The Consultant shall review liabilities due by MRTS and also relating to the Employees."  We request CMRL to confirm the following:  a. Contingent liabilities would not be required to be assessed by the Consultant.  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.  c. The Consultant would not be required to undertake detailed financial due diligence.	As per Tender Document
9	Scope of Work	Clause 18	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 so a) We request CMRL to con Consultant would be provided traffic data and traffic po Consultants scope would only in the same, for example, assumptions, arithmetical accur b) We request CMRL to confirm would not be required to underta (incl traffic / passenger survey) the scope.	nfirm that the ed with historic rojections and nclude reviewing reviewing the acy etc. that Consultant ake any surveys	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)
10	Project Development and Payment Terms		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 concern for the Consultant.  Accordingly we would request 90% of the payment to be released till the Draft Final Report.  We request that shares of payment at respective milestones to be as below:		As per Tender Document
			Deliverables	Payment	
			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 10% Report	
11	Annexure - 4	Draft Agreement: Clause 6	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."  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".  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.	As per Tender Document
12	Annexure - 4	Draft Agreement: Clause 12	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.  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.  We will, however, be in a position to make the relevant documents available to the client and/or its auditor for necessary audit / inspection.	As per Tender Document

13	Annexure - 4	Draft Agreement: Clause 13 (Confidentiality)	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."  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:  "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."	As per Tender Document
14	Annexure - 4	Draft Agreement: Clause 14 (Proprietary Rights of the Client in Reports and Records)	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."	As per Tender Document
15	Annexure - 4	Draft Agreement: Clause 17	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." We believe that for all these eventualities, CMRL shall have adequate recourse in damages, thereby avoiding the need for such widely drawn indemnities. Thus, we would like to negotiate on this clause in case the engagement / project is awarded to us.	As per Tender Document

16	Annexure - 4	Draft Agreement: Clause 19	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
17	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

DIMTS				
1	Clause 10_Pg#6- Technical Evaluation_ Eligibility /Qualification Criteria_ Evaluation of Key Professional	(iii) No of Rail Based Mass Transit System Plan TEF/DPR Projects 10 Projects − 25% ➤ 5-10 Projects − 20% ➤ < 5 Projects − 15%	There are only limited numbers of MRTS projects in India. It is difficult for an expert to have more than 10 projects in the similar position. We therefore request you to please limit the projects to maximum 5 projects.	As per Tender Document
2	Clause 10_Pg#6- Technical Evaluation_ Eligibility /Qualification Criteria_ Evaluation of Key Professional	(iv) No of Rail Based Mass Transit System Plan TEF/DPR Projects for the city having population of one Million plus in similar positions  ➤ 5 Projects – 25%  ➤ 4-5 Projects – 20%  ➤ <= 3 Projects – 15%	There are only limited numbers of MRTS in Million plus cities. It is difficult for an expert to have more than 5 projects in the similar position. We therefore request you to please limit the projects to maximum 2 projects.	As per Tender Document
3	Clause 10_Pg#7- Technical Evaluation_ Eligibility/Qualification Criteria_ Technical Cut-off	Technical proposal scoring not less than 60% of the total points will only be considered for financial evaluation	We feel than the cut-off of 60% is very low. For better technical evaluation we propose that this cut-off should be above 75%. This will help authorities get experienced consultants.	As per Tender Document
4	The consortium (or) consultant shall operate a Project office at Chennai on award of work. Further, the proposed Key		The project duration is 8 months. As per the manning schedule MRTS Expert to be deployed for 8 months. The duration of all other experts is in the range of 2 – 5 months. We feel that the condition of availability in Chennai of Experts should be limited to the MRTS Expert only. The flexibility should be provided to consultant for deployment of other experts on need basis and to attend regular meetings. Please consider.	The consortium (or) Consultant shall operate a Project office at Chennai on award of work. A full time Coordinator along with Team shall be posted at Chennai to ensure day to day coordination works. Further the proposed Key Personnel by Consultant should be available at Chennai on need basis.

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5	Clause 8, Opening of Proposal	Pre-bid meeting- 04.01.2017 Bid Submission- 17.01.2017	We request authorities to please provide 2 weeks' time for bid submission from the date of release of pre-bid response.	Please Refer Corrigendum No.1
TUV S	JD			
1	RFP Clause 18-Page No 8		With reference to the mentioned clause, we request you to kindly accept EMD in form of BG and hereby please provide the appropriate format	As per Tender Document
2	RFP ToR- Scope of Works Para 1,Page 13		With reference to scope of work, we understand the due diligence and health check are not required to be done. Items transferred from stores/ware houses will be on as-in- where-is basis. Unused item will be categorized as New and used items will be categorized as Old reusable or Old scrap. Please confirm	As per Tender Document
3	RFP ToR- Scope of Works Para 1,Page 13		With reference to scope of work, we understand that the asests will be handed over to CMRL for operation and maintenance and will be under custody of CMRL. Please confirm	As per Tender Document
4	RFP ToR- Scope of Works –Terminal facility - Page 13		With reference to scope of work, we understand that Consultant has no role in the designing of the building terminal at the Fort station. Please confirm.	Detailed Concept Plans have to be prepared
5	RFP, Clause 20, Project development and Payment Terms – Page 17		<ul> <li>We request you to kindly consider amending the payment terms as mentioned below:</li> <li>1. Submission &amp; approval of Inception Report – 45 days – 10%</li> <li>2. Submission &amp; approval of Interim Report – 150 days – 40%</li> <li>3. Submission &amp; approval of Draft Final Report – 210 days – 40%</li> <li>4. Submission &amp; approval of Final Report – 240 days – 10%</li> </ul>	As per Tender Document

WARD			The reason being that, upto the submission of interim report and draft final report major scope of work is supposed to have been completed and it is only fine tuning, some addition/modification in the draft report, to have the final report prepared.	
WAPC	OS Limited			
1			Regarding payment terms in Page No.17 of Tender document, payment for Interim Report may be considered as 30% instead of 20% and 20% for Final report instead of 30%	As per Tender Document
2			The Project duration for this consultancy assignment may be extended to 12 Months instead of 8 Months	As per Tender Document
3			As lot of Holidays are intervening, it is requested to kindly extend the last date of submission of tender by another one week i.e. 27/01/17	Please Refer Corrigendum No.1
4			Regarding eligibility criteria in page 4 of tender document, it is mentioned that the agency should have completed two rail based urban mass transit system projects. We request to consider one similar project for eligibility instead of two.	Please Refer Corrigendum No.1
AARVE	EE Associates			
1	Pg.No.4, Cl.No. 10	Technical Evaluation:  Eligibility/Qualification Criteria: Firms who have the following qualifications will only be considered for technical evaluation:  Should have successfully completed at two Rail based Urban Mass Transit system Detailed Project	<ul> <li>We understand Rail Based Transit system includes Metro, Railways, LRT, High Speed. <i>Please confirm</i>.</li> <li>Kindly may please be accepted it as "One" successfully completed Rail based Urban Mass Transit system Detailed Project Report assignments / Techno economic feasibility studies for the city having population of one Million plus, instead of "TWO". <i>Please confirm</i>.</li> </ul>	Rail based Transit system  Please Refer Corrigendum No.1

	I .			
	Pg.No.8, Cl.No. 15	Report assignments / Techno economic feasibility studies for the city having population of one Million plus. The Consultant may apply	• As has been in practice in soveral projects and also	
2	Fg.140.6, CI.140. 15	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> <li>As has been in practice in several projects and also for project operation convenience, we suggest you to stipulate that</li> <li>1. 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>2. 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>3. The Members of the consortium/JV shall submit a letter of association duly indicating their percentage of participation.</li> <li>May please consider and provide formats for the above Power of Attorney, Board Resolution and Letter of Association.</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>	As per Tender Document
3	Pg.No.8, Cl.No. 18	EMD: Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of demand draft from a Scheduled Commercial Bank in India. Demand Draft (DD) should be made in favour	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>	As per Tender Document

			nennai Metro R ble at Chennai.	ail Limited"						
4	Pg.No.8, Cl.No. 19	Security Deposit: 5 % of Consultancy Fee, in the form of demand draft from a			Commercial Bank in India. May please consider. May please consider.			As per Tender Document		
5	Pg.No.17, Project Development and Payment Terms		ct Development Terms  Deliverables  Submission and approval of Inception Report  Submission and approval of Interim Report  Submission and approval of Draft Final Report  Submission and Report  Submission and Report  Submission and Report	Payment 10% 20% 40%	scop	oe of ment to SI. No. 1 2 3	Deliverables  Submission and approval of Inception Report  Submission and approval of Interim Report  Submission and approval of Interim Report  Submission and approval of Draft Final Report  Submission and approval of Draft Final Report  Submission and approval of Final Report  See consider.	iverables	the	As per Tender Document

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	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.	As per Tender Document
7	Pg.No. 5/6,	Evaluation of Key Professional/(i) Educational Qualification (ii) Total Professional Experience.	1 \ \ \ \ / 1	As per Tender Document
8	Pg.No.3, Clause No.7 (iv)	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 20.01.2017	· · · · · · · · · · · · · · · · · · ·	Please Refer Corrigendum No.1
9	Pg.No.17 Manning Schedule	Manning Schedule  SI. Key Man Man Months  Mass 8.0  1. Rapid Transit	We would like to propose 2 additional positions 1.     Rail System Expert – Rolling Stock & Power Supply & 2. Rail System Expert – S&T, SCADA, AFC.      We also propose the following change in Manning Schedule and in Proposed Man Months.    SI.	As per Tender Document

			Expert		1.	Mass Rapid Transit Expert	12.0	
			Rail	5.0	2.	Rail System Operation Expert	5.0	
			System			Rail System Expert – Rolling Stock	4.0	
		2.	Operation		3.	& Power Supply		
			Expert		4.	Rail System Expert - S&T,	4.0	
		3.	Civil Track	4.0		SCADA, AFC.		
		<u> </u>	Expert		5.	Civil Track Expert	4.0	
			Traffic and	2.0	6.	Traffic and Transport Planner	4.0	
		4.	Transport		7.	Contract and Legal Expert	3.0	
			Planner	2.0	8.	Finance Expert	3.0	
		5.	Contract and Legal	2.0	9.	Quantity Surveyor	4.0	
		3.	Expert		May <sub>l</sub>	please consider.		
		6.	Finance	2.0				
		0.	Expert					
		7.	Quantity	2.0				
			Surveyor					
	Pg.No.8	The		may apply		equest CMRL to allow the Number of r		As per Tender Document
	Clause No.15					nsortium/JV from 2 (two) to 3 (Three		
40	Consortium in which a		1	One Lead member of the JV /consortiur	m + Iwo JV			
10	consortium member may		/ consortium partner. May please consider.					
	associate with only one another member. Further the							
		anou	ici member.	Turtier the				
	Pg.No.4	Eliait	oility / Qualifica	tion Criteria	We r	equest CMRL to confirm that the "I	Indian Firm	Not accepted
	Clause No.10		, / 🔾			idiary) can bid with the credentials of		1101 000 000 000
11			(parent), without the participation of parent firm. May					
'1					pleas	e consider.	-	

12	Pg.No.8 Clause No.16		be arranged by us for our experts. May please	As per Tender Document
13	Pg.No.8, Clause No.17	The total duration of the assignment is 8 Months.	The 8 months duration considered for this project is not adequate. We request CMRL to consider 12 months instead of 8 months.	As per Tender Document
14	General		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>	No
15	General		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>	Not accepted
16	General		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> .	Please refer scope of works

## UMTC

1	Para no 10, Page no 4	Average Annual turnover of Rs.25.00 crores per year during the last 3 years	The words "per year" mentioned herein indicate that the Consultant is required to have Rs 25 crores turnover in all the last 3 years. It is therefore required to remove the words "per year" from the sentence.	Average Annual turnover of Rs.25 Crores per year during the last 3 years
2	Para no. 18, page no 8	EMD is required in the form of DD.	It is suggested to allow EMD submission in the form of Bank Guarantee also from any scheduled commercial bank.	As per Tender Document
3	Para no. 19, page no 8	Security Deposit is required in the form of DD.	It is suggested to allow Security Deposit submission in the form of DD / Bank Guarantee from any scheduled commercial bank.	As per Tender Document
4	page no 30 - Clause 4 of Draft Agreement	Security Deposit is required in the form of DD	It is suggested to allow Security Deposit submission in the form of DD / Bank Guarantee from any scheduled commercial bank	As per Tender Document
5	page no 30 - Clause 5 of Draft Agreement		The following text be inserted at the end of this clause: "If there is any increase or decrease in the service taxes or any other tax levied in place of service tax due to change in applicable law during the currency of contract, such additional or reduced cost shall be paid by or credited to the Client."	As per Tender Document
6	page no 31 - Clause 9 of the Draft Agreement	Under exceptional circumstances, substitution/replacement shall be limited to a maximum of one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the CMRL. Substitution of a Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the remuneration specified for the original Key Personnel.	followed in the Consultancy Agreements, there should	As per Tender Document

7		As per the clause, the 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.	, , ,	As per Tender Document
8	page no 32 - Clause No. 21 (Resolution of Disputes)		It should be replaced by following clause: "The Parties to the Agreement agree that in the event there is any disagreement or dispute that may arise in relation to or out of or in connection to this Agreement ("Dispute"), they shall, at first, use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. Any Dispute which cannot be settled amicably within thirty (30) days from the date of receipt of notice for amicable settlement by one Party from the other Party; shall be referred to a single arbitrator mutually agreed between the Parties under the Arbitration and Conciliation Act, 1996 as amended from time to time and the arbitration proceedings shall be held at Chennai. If the Parties are unable to agree to the identity of the sole arbitrator within ten (10) days from the date of receipt of arbitration notice, then the arbitrators wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the two arbitrators so appointed. The proceedings of the arbitrator/panel of arbitrators shall be final, conclusive and binding on the Parties.	As per Tender Document

	page no 33 - clause	_		Termination by the Consultant : The Consultant may	No Change
9	no 22	proposed to be clause no 22	added after	terminate this Contract, by not less than 10 (ten) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraphs of this:  a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within ten (10) days after receiving written notice from the Consultant that such payment is overdue.  b) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 21 hereof.	