

# Madhya Pradesh Metro Rail Co Limited

CIN: U75100MP2015SGC034434

Palika Bhawan, Shivaji Nagar, Bhopal

(Ph:-0755-2552730)

Email id: metrorail@mpurban.gov.in

No: MRTS/2016/ 3781

Dated: 17/11/2016

**RFP No. MPMRCL/MRTS/002/2016 Dated 27/10/2016**

## **ADDENDUM**

Following Addendum are issued in pursuant to Clause 4.10 of the RFP document and minutes of the pre-bid meeting held on 07/11/2016. The addendum will be part of the RFP document and all clauses as on addendum will replace the respective bid clauses published by MPMRCL vide RFP No. MPMRCL/MRTS/002/2016 Dated 27/10/2016.

S. No	Section/Clause /Page No	Particulars	Read As / Add
1.	Clause No. 2.2.1. E-Tendering <b>Page no. 9 and 10</b> Clause No. 4.15. Submission of Proposal <b>Point no. 25</b>	EMD	<p><b>Page No. 9 Point No. 1 shall be read as :-</b></p> <p>“Apart from uploading e-tender on website, bidder has to submit separate envelopes of</p> <p><b>1. EMD (Demand Draft) of Rs 10,00,000/- ( Rupees Ten lacs only) in Envelop-A”.....”</b></p> <p><b>Page No. 25 Clause No. 4.15.1 Point No. 1 shall be read as :-</b></p> <p><b>“ 1. EMD ( Demand Draft) of Rs 10,00,000/- ( Rupees Ten lacs only) Envelop-A”.</b></p>

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2.	Clause 3.8 Point 5 <b>Page No. 14</b>	Schedule of Selection Process	<p>Schedule of Selection Process shall be as follows:-</p> <table border="1"> <thead> <tr> <th data-bbox="940 245 1045 277">S.No.</th> <th data-bbox="1045 245 1570 277">Event Description</th> <th data-bbox="1570 245 1913 277">Proposed Dates</th> </tr> </thead> <tbody> <tr> <td data-bbox="940 277 1045 318">1</td> <td data-bbox="1045 277 1570 318">Purchase of tender - Start Date</td> <td data-bbox="1570 277 1913 318">27/10/2016</td> </tr> <tr> <td data-bbox="940 318 1045 391">2</td> <td data-bbox="1045 318 1570 391">Pre-bid Meeting- Date and Time</td> <td data-bbox="1570 318 1913 391">07/11/2016 ,11:30 hrs (IST)</td> </tr> <tr> <td data-bbox="940 391 1045 431">4</td> <td data-bbox="1045 391 1570 431">Purchase of tender – End Date</td> <td data-bbox="1570 391 1913 431">14 /12 /2016,</td> </tr> <tr> <td data-bbox="940 431 1045 505">5</td> <td data-bbox="1045 431 1570 505">Proposal Submission ( Online) – End Date and Time</td> <td data-bbox="1570 431 1913 505">15/12 /2016, 16:00 hrs (IST)</td> </tr> <tr> <td data-bbox="940 505 1045 578">6</td> <td data-bbox="1045 505 1570 578">Proposal Submission (Physical) – End Date and Time</td> <td data-bbox="1570 505 1913 578">16/12 /2016, 16:00 hrs (IST)</td> </tr> <tr> <td data-bbox="940 578 1045 683">7</td> <td data-bbox="1045 578 1570 683">Technical Proposal (Envelop-A) open – Date and Time</td> <td data-bbox="1570 578 1913 683">16/12/2016 upto 17:00 hrs (IST)</td> </tr> <tr> <td data-bbox="940 683 1045 789">8</td> <td data-bbox="1045 683 1570 789">Financial Proposal (Envelop-B) open – Date and Time</td> <td data-bbox="1570 683 1913 789">30/12/2016 upto 16:00 hrs (IST)</td> </tr> <tr> <td data-bbox="940 789 1045 862">9</td> <td data-bbox="1045 789 1570 862">Signing of Agreement</td> <td data-bbox="1570 789 1913 862">Within 15 days of LOA</td> </tr> <tr> <td data-bbox="940 862 1045 967">10</td> <td data-bbox="1045 862 1570 967">Validity of Applications</td> <td data-bbox="1570 862 1913 967">180 days from Proposal submission date</td> </tr> </tbody> </table>	S.No.	Event Description	Proposed Dates	1	Purchase of tender - Start Date	27/10/2016	2	Pre-bid Meeting- Date and Time	07/11/2016 ,11:30 hrs (IST)	4	Purchase of tender – End Date	14 /12 /2016,	5	Proposal Submission ( Online) – End Date and Time	15/12 /2016, 16:00 hrs (IST)	6	Proposal Submission (Physical) – End Date and Time	16/12 /2016, 16:00 hrs (IST)	7	Technical Proposal (Envelop-A) open – Date and Time	16/12/2016 upto 17:00 hrs (IST)	8	Financial Proposal (Envelop-B) open – Date and Time	30/12/2016 upto 16:00 hrs (IST)	9	Signing of Agreement	Within 15 days of LOA	10	Validity of Applications	180 days from Proposal submission date
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3.	ITA, Clause 4.1.3 Key Personnel, <b>Page No. 16 and 35</b> & Clause 4.2.2 (C) <b>Page No. 17</b>	S.No. 4 civil/Infrastructure engineer & S. No. 4 alignment Expert	<p>Clause 4.1.3 Key Personnel Sr. No.4 Shall be read as:-</p> <table border="1"> <tr> <td data-bbox="940 1162 1140 1195">4</td> <td data-bbox="1140 1162 1940 1195">Alignment Expert</td> </tr> </table> <p>Clause 5.1.3 Key Personnel Sr. No.4 Shall be read as:-</p> <table border="1"> <tr> <td data-bbox="940 1341 1140 1373">4</td> <td data-bbox="1140 1341 1940 1373">Alignment Expert</td> </tr> </table>	4	Alignment Expert	4	Alignment Expert																										
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4.	Clause No. 4.2. Conditions of Eligibility of Applicants <b>Page No. 16</b> Clause No. 5.1.3 <b>Page No. 35</b>	Key personnel	<p>Clause 5.1.3 Key Personnel shall be read as:-</p> <table border="1" data-bbox="932 277 1942 1068"> <thead> <tr> <th data-bbox="932 277 1024 423">SN</th> <th data-bbox="1024 277 1713 423">Key Personnel</th> <th data-bbox="1713 277 1942 423">Weight in the 30 marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="932 423 1024 480">1</td> <td data-bbox="1024 423 1713 480">Team Leader</td> <td data-bbox="1713 423 1942 480">20 %</td> </tr> <tr> <td data-bbox="932 480 1024 537">2</td> <td data-bbox="1024 480 1713 537">Urban TOD/LPA Expert</td> <td data-bbox="1713 480 1942 537">5%</td> </tr> <tr> <td data-bbox="932 537 1024 594">3</td> <td data-bbox="1024 537 1713 594">Transport Planner /Survey Expert</td> <td data-bbox="1713 537 1942 594">10 %</td> </tr> <tr> <td data-bbox="932 594 1024 651">4</td> <td data-bbox="1024 594 1713 651">Alignment Expert</td> <td data-bbox="1713 594 1942 651">10 %</td> </tr> <tr> <td data-bbox="932 651 1024 708">5</td> <td data-bbox="1024 651 1713 708">MRT System Expert</td> <td data-bbox="1713 651 1942 708">10 %</td> </tr> <tr> <td data-bbox="932 708 1024 764">6</td> <td data-bbox="1024 708 1713 764">Environmental, Resettlement &amp; Site Safety Expert</td> <td data-bbox="1713 708 1942 764">5 %</td> </tr> <tr> <td data-bbox="932 764 1024 821">7</td> <td data-bbox="1024 764 1713 821">Economic and Financing Scheme Expert.</td> <td data-bbox="1713 764 1942 821">10 %</td> </tr> <tr> <td data-bbox="932 821 1024 878">8</td> <td data-bbox="1024 821 1713 878">Property Development Expert</td> <td data-bbox="1713 821 1942 878">10 %</td> </tr> <tr> <td data-bbox="932 878 1024 935">9</td> <td data-bbox="1024 878 1713 935">Metro System Operation &amp; Maintenance Expert</td> <td data-bbox="1713 878 1942 935">10%</td> </tr> <tr> <td data-bbox="932 935 1024 992">10</td> <td data-bbox="1024 935 1713 992">Project Planning and Scheduling Expert</td> <td data-bbox="1713 935 1942 992">5%</td> </tr> <tr> <td data-bbox="932 992 1024 1049">11</td> <td data-bbox="1024 992 1713 1049">PPP/ Project Structuring Expert</td> <td data-bbox="1713 992 1942 1049">5%</td> </tr> <tr> <td data-bbox="932 1049 1024 1068"></td> <td data-bbox="1024 1049 1713 1068" style="text-align: center;"><b>Total</b></td> <td data-bbox="1713 1049 1942 1068" style="text-align: center;"><b>100%</b></td> </tr> </tbody> </table>	SN	Key Personnel	Weight in the 30 marks	1	Team Leader	20 %	2	Urban TOD/LPA Expert	5%	3	Transport Planner /Survey Expert	10 %	4	Alignment Expert	10 %	5	MRT System Expert	10 %	6	Environmental, Resettlement & Site Safety Expert	5 %	7	Economic and Financing Scheme Expert.	10 %	8	Property Development Expert	10 %	9	Metro System Operation & Maintenance Expert	10%	10	Project Planning and Scheduling Expert	5%	11	PPP/ Project Structuring Expert	5%		<b>Total</b>	<b>100%</b>
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5.	Clause No. 4.2. Conditions of Eligibility of Applicants <b>Page No. 18</b>	Key personnel- Economic and Financing scheme expert	<p><b>Clause No. 4.2.2 Sr. No. 7, Experience on Eligible assignments shall be read as :-</b></p> <p>Economic and Financing scheme expert : “He / she should have prepared financial analysis / financial modeling/ economic assessment for MRTS/Infrastructure projects”</p>																																							
6.	Clause No. 4.2. Conditions of Eligibility of Applicants <b>Page No. 18</b>	Key personnel- Property Development Expert	<p><b>Clause No. 4.2.2 Sr. No. 8, Experience on Eligible assignments shall be read as :-</b></p> <p>Property Development Expert: “He/ She should have been responsible for property development/ land value capture studies/ transit oriented studies / non fare revenue estimation related work for at least one transport sector assignment”.</p>																																							

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7.	Clause No. 4.2. Conditions of Eligibility of Applicants <b>Page No. 18</b>	Key personnel- PPP / Project structuring expert	<b>Clause No. 4.2.2 Sr. No. 11, Experience on eligible assignments shall be:-</b>				
			<b>S.No</b>	<b>Key Personnel</b>	<b>Education Qualification</b>	<b>Min Prof. Exp.</b>	<b>Experience on Eligible assignments</b>
			11	PPP / Project structuring expert	Graduate in Civil Engineering/ MBA ( Finance)/ FCA	10 Yrs	He/She should have been responsible for phasing, financial analysis, funding plan, PPP structuring, project structuring for at least one transportation project. Should have experience of either working in or worked with multilateral/bilateral agencies
8.	Clause No. 5.4 and clause 5.4.1 <b>Page No. 36</b>	Combined and final evaluation	<b>Clause No 5.4. Combined and final evaluation Shall be read as :-</b> <b>“5.4.1</b> Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: <b>S = ST x Tw + SF x Fw</b> Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.”				
9.	EMD 2 Point Page 10 & Annexure A, <b>Page No. 102</b>	The EMD of Rs <b>20, 00,000/ (Rs. Twenty lacs only)</b> is to be submitted by bidder only in the form of Demand Draft drawn/ Bank Guarantee in favour of <b>Managing Director, MPMRCL.</b> & in Annexure A to the Commissioner Urban Administration & Development, Bhopal in mentioned	<b>Revised format of Annexure –A of Bank guarantee is annexure as Annexure- 1</b>				

*Sd-*  
**(Vivek Aggarwal, IAS)**  
**Managing Director**  
**Madhya Pradesh Metro Rail Co Limited**

**BANK GUARANTEE BOND IN LIEU OF EMD**

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

The Managing Director,

Madhya Pradesh Metro Rail Co Limited, Bhopal

Through the Director,

(Name & address of the consultant)

Dear Sir/Madam,

Sub: Your RFP No. \_\_\_\_\_ dated \_\_\_\_\_  
for \_\_\_\_\_

In consideration of Madhya Pradesh Metro Rail Co Limited ,MPMRCL, (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) M/s. \_\_\_\_\_ a company incorporated under laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred as the “Consultant”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns), by issue of client’s RFP No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the consultant, resulting in submission of RFP for (Scope of Work) (hereinafter called the “RFP”) and the consultant having agreed to submit a bank guarantee for the due performance and compliance of the obligations in accordance with the above RFP amounting to \_\_\_\_\_ (in words & figures).

You on behalf of the client have issued a RFP with reference no. as given above to the consultant for the price as given above and on the terms and conditions contained in the said RFP.

In accordance with the terms of said RFP you have agreed to exempt the EMD amount for the due fulfillment by the said consultant of the terms and conditions contained in the said RFP, on production of a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

In consideration thereof, we hereby at the request of the consultant, expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand, without demur and without reference to the consultant, an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) such sum being payable in the types and proportions of currencies in which the EMD amount is payable, against any loss or damage caused to or suffered or would be caused to you by reason of any breach by the said consultant of any of the terms and conditions contained in the said RFP or by reason of the consultant's failure to perform and comply with the obligations in accordance with the RFP. We undertake to pay you, upon your first written demand and without cavil or argument without you needing to prove or to show grounds or reasons for your demand for the sum under this guarantee. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.

4. We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said RFP and that it shall continue to be enforceable till all your dues under or by virtue of the said RFP have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said consultant and accordingly discharges the guarantee. We further agree that no change or addition to or other modification of the terms of the RFP or the bid or the services to be performed there under or of any of the bid documents which may be made between client and the consultant shall in any way release us from any liability under this guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force up to and including the \_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.

5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the consultant, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the consultant and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said RFP or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.

7. This guarantee shall not be affected by any change in the constitution of our Bank or of the consultant or for any other reason whatsoever.

Date:

Sd.....

Place:

Name & Address of the Bankers

Seal of the Bank

In the presence of Following Witness:

1. Name, Signature & occupation

2. Name, Signature & occupation