

Madhya Pradesh Metro Rail Co Limited

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No: MPMRCL/2017/4259

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Minutes of the Pre-Bid Meeting/Conference regarding selection of General Consultant for M.P. Metro Rail Projects

RFP No. 03/GC/MPMRCL/2017 Dated 20/03/2017

Pre-Bid meeting regarding selection of General Consultant for M.P. Metro rail projects was organized at Directorate of Urban Administration and Development at 11:00 AM on 3rd April 2017 in the presence of Managing Director, MPMRCL, members of tender committee of MPMRCL and representatives of various consultancy firms. List of participants is enclosed as **Annexure-I**. After due deliberations, the reply on clarifications sought towards RFQ cum RFP regarding selection of General Consultant for M.P. Metro Rail Projects are furnished here under :

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
1.	Section -1, Letter of Invitation, Sr. No. 3 <u>Page No. 6</u>	You may be a single entity or a JV/consortium, joining together to assist MPMRCL in implementing the project. In case of group of entities the number of JV/consortium member shall not be more than 3, however Fourth (4th) member shall be considered provided that it should be an Indian entity*.	Please confirm whether the Indian firm can propose the CVs which are going to be evaluated at proposal stage even though if they don't have any metro experience.	Criteria for all the members of the JV/ Consortium will be the same. Therefore, all the members can propose the CV with requisite qualification and experience as provisioned in the RFQ cum RFP.
2.	Section-1, Letter of Invitation Sr. No.3 <u>Page No. 6</u>	Eligibility criteria for short listing (Pre-Qualification) of Bidders Work Experience The applicants will be	With Reference to the RFP, Section-1, Page No, 6 Letter of Invitation SI No.3 which states JV/Consortium as a whole must satisfy both technical & financial eligibility, accordingly which means one member can satisfy the inside	Addendum is being issued separately.

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	& Section 3, Clause 1.4 <u>Page No. 51</u>	<p>qualified (shortlisted) only if they have completed work(s) during last 10 financial years (from 01.01.2007 to 31.12.2016) as given below</p> <p>At least one similar consultancy work of value of INR 1900 million or more If the above work of INR 1900 million has been done by the foreign partner of JV/consortium and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done similar consultancy works equal to INR 900 million outside the country of the foreign applicant</p>	<p>country experience and the other member can satisfy the outside country experience.</p> <p>Same process has been followed by the MMRDA/DMRC (Interim consultant to MMRDA) for the Line-7 &2B GC and recently floated GC tender for the Line-4 where it says one member of consortium can full fill the inside country experience and other member can full fill the oust side country experience. Attached below as ANNEXURE-1, the snap shot of the MMRDA LINE-4 GC for the reference.</p> <p>And</p> <p>Also the work experience required for the outside country experience is not limited to the metro projects, it can be the experience in any infrastructure projects. Same was followed for the other GC tenders like Line-4 /Nagpur Metro GC. Attached below as ANNEXURE-1, the snap shot of the MMRDA LINE-4 GC & Nagpur Metro for the reference.</p> <p>The main aim behind the work experience criteria is to evaluate whether the consortium has the experience of metro project of the similar value and 2nd point is to check whether the consortium has got experience of working outside his home country irrespective of metro projects.</p>	
3.	Clause 6 , Section 1, Letter of	Request for Proposal (RFP) documents may be purchased by interested Consultant(s) on	Higher amount of non-refundable document fee to the extent of Rs. 50,000/- shall discourage some genuine consultants. We request for a	Provision of RFQ cum RFP shall prevail.

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	Invitation , <u>Page No. 7</u>	the submission of tender document fee of Rs. 50,000/- non-refundable	nominal amount of Rs. 5000/ as prevalent for NHAI works.	
4.	Letter of Invitation, Sr. No.8. <u>Page No. 8</u>	Last date of issuing addendum by the client is 10 th April 2017.	Minimum 8 weeks of time shall be granted for the preparation and submission of bid after issuing of addendum/amendment by the client.	No, provision of RFQ cum RFP shall prevail.
5.	Section-2(Part i). Selection Procedure – ITC <u>Page No. 11 and Page No. 13</u>	Regarding the EMD The EMD of INR 40 Million (INR Forty Million only) comprising of INR 10 Million in the form of DD and balance in the form of BG is to be submitted by bidder drawn in favor of Managing Director,	<p>INR 10 Million is on very much higher side. It is kindly requested to please consider the DD of INR 10 lacs & rest of the balance amount i.e. INR 3.90 crores in the form of BG.</p> <p>None of the earlier and the current GCs have requested this much of amount to be paid as DD. and</p> <p>EMD be reduced to only 20 lac rupees as EMD is for the fact that conditions of the RFP will be fulfilled to sign the contract if the bid is won. This RFP is for consulting assignment and therefore to prepare the bid for participation in this consulting assignment already costs too high to the consulting company as the experts spend their time to understand the RFP and prepare the bid which takes lot of man-days and other expenses for example travelling and hotels in coordination meetings for preparing the joint venture partners to bid together and coordination with the authority inviting the RFP which in this case is MPMRCL.</p> <p>Therefore it is already costing nearly crore of rupees to participate and this is something which is just a cost so no return if the consultant loses a bid. Consultant spend this much money only in</p>	Addendum is being issued separately.

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			the trust that if in case he wins he gets the job. So therefore even EMD of 20 lacs is a big amount in such a case but it can be agreed as the authority inviting the RFP which in this case is MPMRCL is losing nothing.	
6.	SECTION 2(Part i): SELECTION PROCEDURE -ITC Clause 11.1(v) <u>Page No. 22</u>	CV's of the key experts shall be signed in ink/digitally signed by the Key Experts themselves and by the authorized representative submitting the proposal (TECH-6).”	At the Bid Stage, if Client allows scan signature along with the original signature authorised representatives, it will be convenient at the bidding stage. However, we shall submit the CVs with original signature, during negotiation of contract	Agreed, Addendum is being issued separately.
7.	Section-2(Part i). Selection Procedure – ITC, Clause No. 11 (vi) <u>Page No. 23</u>	Estimates (man-months) of the Experts needed to carry out the assignment (TECH-7): The man- months input should be indicated for field/on-site/back-office activities. Any Back office working necessarily required to perform the Services for Terms of Reference will be paid as per Financial Proposal and Deployment Schedule.	Please confirm what procedures will be adopted to claim the back-office input. Under the funding projects in order to claim the inputs under the back office we used to provide the time sheets of the person which are maintained under our corporate SAP system.	As per provisions of RFQ cum RFP negotiations with successful bidder will be held where in the man months in the prescribed format for site office / back office along with deliverables will be provided. Addendum is being issued separately.
8.	Section-2(Part i). Selection Procedure – ITC, Clause No. 11 (viii) <u>Page No. 23</u>	With proposal only CVs of Key experts as mentioned in the RFQ cum RFP shall be submitted. CVs of Non-key and support staff shall be submitted as and when required by the client after signing of the agreement.	We request the client to please provide us the input requirement at least 2 months prior to the deployment date for the Non-Key staff CVs & 3 Months prior information for the key staff CVs. Same needs to be added under the clause. PI Confirm.	As per negotiations, deployment plan/schedule will be prepared and accordingly Key, Non-key and supporting staffs will be deployed therefore consultant will be aware of deployment schedule and intimation prior to deployment will not be required.
9.	SECTION 2(Part i): SELECTION	Payment under the Contract shall be made in INR only	Since this is an International Competitive Bidding - We would request you to kindly Consider Payment in International Currencies	Provision of RFQ cum RFP shall prevail

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	PROCEDURE -ITC Clause 12.4 <u>Page No. 24</u>			
10.	SECTION 2(Part i): SELECTION PROCEDURE -ITC Clause 16.6 <u>Page No. 30</u>	The financial negotiations will, if necessary, fine-tune duration of the Expert's inputs and quantities of items that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations.	We would request not to reduce the minimum Man-Month as specified in the RFP, since all Risk Provisions are generally made based on the derived Man Month Cost. Any reduction in outlay shall disturb our Risk Provision and thereby the Margins.	Provision of RFQ cum RFP shall prevail
11.	SECTION 2(Part i): SELECTION PROCEDURE -ITC Clause No. 20 <u>Page No. 31</u>	In Section D i.e Negotiation and award – point No. 20 mentions following: Duration of the project will be 4 years i.e. 48 months and defect liability period (DLP) will be 12 months over and above 4 years	There is a contradiction between page 31 point no. 20 and page 144 point no.8 implementation period as this mentions implementation period – project is proposed to be implemented in 5 years i.e from 2017-18 to 2021-2022,which means GC is directly involved for 60 months and not 48 months + 12 DLP. What about the time consumed in the approval process from different authorities as GC has to continuously keep his experts and support staff alert which means continuous cost to GC at all times. Meaning time consumed during approval process and payments in not available free of cost to GC so is required to be fully billed by the GC during this period. What about time consumed in appointment of various contractors and their start/completion of the work, submission of work report, BoQ, etc.	Addendum is being issued separately.

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			which does not depend on the action of the GC but on the action of the client or the contractor as GC's experts and support staff are also kept alert during this time.	
12.	Section-2 part-ii, Data Sheet, Clause No 14.g 2, <u>Page No.35</u>	The Bid Guarantee shall be forfeited 2. if the Consultant does not accept the correction of its price pursuant to Clause 16.7 (i) of ITC; or	There isn't any clause related to 16.7 (i) under ITC. Pl confirm.	Addendum is being issued separately.
13.	SECTION 2 (Part ii): SELECTION PROCEDURE DATASHEET Clause No. 19 <u>Page No. 38</u>	The minimum technical score required to qualify for next stage is: 70	Since this Project requires Technically Sound Companies, we would request you to enhance the Minimum Technical Score to 80, for the Qualification, to avoid Companies with limited experience and capacities qualifying and winning the project at an abysmal price.	Provision of RFQ cum RFP shall prevail
14.	Attachment to Data Sheet, Clause No 19. (i), <u>Page No.40</u>	Experience of the Consultants to the relevant eligible assignments: 30 Points The number of points for Experience of the relevant eligible assignment* projects of network not less than 20 km with similar complexityvalued at not less than Rs 900 million (Rs 90 crore)# have been received from each project by the member(s) of the bidding consortium in the previous 10 years	Unlike the Work Experience where you are requesting for the completed metro PMC projects only, It is kindly requested to please consider only the completed projects of Metro PMC with fee received of INR 90 crores or more during last 10 years under the Consultants Experience also. and The experience needs to be substantiated with the Apostille Client Completion certificate and should have details mentioning the fee received by the claiming member during last 10 years. The Apostille Client Completion certificate to be submitted in original along with the bid.Auditor certificate shall not be entertained for the fee received part.	Addendum is being issued separately.

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15.	Attachment to Data Sheet, Clause No 19. (i), <u>Page No.40</u>	Experience of the Consultants to the relevant eligible assignments	We request you to confirm that any Metro rail GC project which is currently under construction but more than 20 kms of that Metrorail project is completed and currently in operation will be considered as eligible project under shortlisting, provided client certificate should state this.	This clause is not applicable for the purpose of shortlisting, rather it is related to Technical Evaluation.
16.	Attachment to Data Sheet, Clause No 19. (ii), <u>Page No.40</u>	Marking scheme for approach & methodology	<p>1. Strategic core team will play a pivotal role in managing the overall program and will be the first to mobilize so that important areas such as funding, project structuring, project execution strategy are completed before civil, system contractors are on-board. Strategic core group will provide a good thrust to the project to take off in the initial phase followed by a continuous support by acting as strategic advisors to MPMRCL. It is important to assess the credentials of the company who have executed similar work (related to strategic core team) in the past in the same way as we are doing for technical consultants. It will help MPMRCL to choose a right mix of technical team and strategic core team to deliver the project in the most efficient way. Keeping above in mind we request</p> <p>MPMRCL to bring in something that is aligned to the capability of management consulting firms so that their credentials on similar work undertaken are evaluated in the technical scoring.</p>	Addendum is being issued separately

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			19.ii.a	Technical approach & methodology	6 marks	
			19.ii.b	Approach & methodology for strategic / financial management	4 marks	
			19.ii.c	Work plan	8 marks	
			19.ii.d	Organization & staffing	2 marks	
17.	Section 2(Part ii): Selection Procedure - Data Sheet Attachment 1 : For Data Sheet , Clause No. 19(i) , Page No. 40	*Relevant eligible assignments for consultant shall be projects of General Consultancy'/General Engineering Consultancy'/ Project Management Consultancy'/Independent Engineers for project implementation authority' <u>for Metro rail projects.</u> Projects of Detail Design/Feasibility Study/Detailed Project Report shall not be considered as eligible projects	Restricting relevant assignment only for Metro Rail Projects is monopolies for few consultants resulting uncompetitive bidding. Construction of Flyover, Elevated Roads, ROB, Monorail, Grade Separators, Viaducts, and Railway Bridges requires similar inputs and may also be included in eligible projects in order to broaden the eligible criteria.			Provision of RFQ cum RFP shall prevail.
18.	Section 2(Part ii): Selection Procedure - Data Sheet Attachment 1 :	Criterion 19 (ii).b (viz. Work Plan*):- (*) Along with other components the Consultant's submission will be evaluated	We would request you to elaborate on the linking of "Work Plan" and "Methodology of Claim Management"			Claim management will be integral part of the work plan, provision related to inclusion of claim management in the work is self explanatory and methodology

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	For Data Sheet , Clause No. 19(ii) , <u>Page No. 41 & 42</u>	on the basis of the methodology for claim management. The Consultant shall show proven methodology for claims management where the Consultant has been able to effect considerable savings for projects on which they have previously worked. The Client shall have the right to verify this information from references provided under this section. The Consultants shall also provide their best 3 examples of Claims Management instances on large infrastructure projects in this section.		of claim management has to be detailed out in the work plan submitted by the consultant in course of submitting technical proposal.
19.	Section-2 part-ii, Attachment to Data Sheet, Clause No 19,iii, <u>Page No.43</u>	Key Experts Qualifications and competence for the assignment Relevant eligible assignments for Expert shall be projects of General Consultancy/ General Engineering Consultancy/Project Management Consultancy for Metro projects.	We understand relevant eligible assignment for Expert shall include General Consultancy/ General Engineering Consultancy/ Project Management Consultancy/ Implementing agency/ Supervision or Construction firm or OEMs of Rolling Stock/Systems (who has been awarded the work by the Metro implementing agency)‘ for the Metro rail projects. Pl confirm	Addendum is being issued separately.
20.	Section-2 part-ii, Attachment to Data Sheet,	Key Experts Qualifications and competence for the assignment	There are certain evaluated positions which are going to be deployed in the middle or latter stage of the project like:	Provision of RFQ cum RFP shall prevail.

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	Clause No 19,iii, A&B, <u>Page No.43 and 44</u>	Positions and their assigned points are given below.	Chief Operations and Maintenance Expert; Chief Testing and Commissioning Expert. As it very much difficult to hold these persons for such a long time which will latter lead us towards their replacement & which in turn will be a penalty for us. So it is kindly requested to please remove these position under the list of evaluated CVs at the proposal stage and will be submitted at the latter stage of the Project with prior approval of the client before their deployment period.	
21.	Section-2 part-ii, Attachment to Data Sheet, Clause No 19,iii, A&B, <u>Page No.43 and 44</u>	Key Experts Qualifications and competence for the assignment Positions and their assigned points are given below.	Looking at the staffing list we found there should be one Sr. Architect UG position under Key Expert's Category.	Addendum is being issued separately
22.	Section-2 part-ii, Attachment to Data Sheet, Clause No 19,iii, A&B, <u>Page No.43 and 44</u>	Key Experts Qualifications and competence for the assignment Positions and their assigned points are given below.	It is kindly requested to please consider the experience in the Design of Metro also under the below listed positions: Chief Structures Expert- Elevated, Chief Structures Expert- Underground Sr. Structure Expert Underground Chief Geotechnical Expert Sr. Geotechnical Expert	Provision of RFQ cum RFP shall prevail.
23.	Section-2 Part-ii, Attachment to Data Sheet, Clause No 19, iii,(4) <u>Page No.46</u>	Experience of Developing Country: 10%	As expert in developed country used sophisticated and innovative technology and approach. Therefore, there should not be any preference to experience of developing country.	Agreed, Addendum is being issued separately.

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24.	Section-2 Part-ii, Attachment to Data Sheet, Clause No 19, iii,(4) <u>Page No.46</u>	Experience of Developing Country: 10%	We understand that the experience in developing country includes experience in India also provided the experience is relevant to the metro projects. Pl confirm	Addendum is being issued separately.
25.	Section 3: Short listing of Consultant Clause No. 1.2 <u>Page No. 51</u>	The Bidder may be a single entity or a JV/consortium, joining together to assist MPMRCL in implementing the project. In case of group of entities the number of JV/consortium members shall not be more than 3, however Fourth (4th) member shall be considered provided that it should be an Indian entity*, with no partner having less than 10%share/participation i.e. JV/Consortium with partner having less than 10% share/participation shall not be allowed and that JV/ Consortium shall be disqualified. TheJV/consortium as a whole must satisfy both Technical and Financial eligibility criteria butthe members will be jointly and severally responsible.	In your earlier RFP which was to be submitted in the February 2017 you had allowed only 3 members in the consortium but now You have kept four members with a condition that fourth (4th) member shall be considered provided that it should be an Indian entity*, We request that all partners must be in the business of consultancy works of the rail based transit sector for at least some years like 5 years or more etc. because otherwise it seems adjustment to include fourth.	Criteria for all the members of the JV/ Consortium will be the same. Provision of RFQ cum RFP shall Prevail.

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26.	Section 3: Short listing of Consultant Clause No. 1.4 <u>Page No. 51</u>	Lead Member must have done one similar consultancy work of minimum value of INR 900 Million	Any Indian Company owned by Indian who in past 10 years has been qualified as a lead member for a General Consultancy for a rail transit system for a city should be allowed to be lead member of the consortium. (specific condition of Metrorail anyway comes in scoring)	Provision of RFQ cum RFP shall prevail.
27.	Section 3: Short listing of Consultant Clause No. 1.4 <u>Page No. 51</u>	Lead Member must have done one similar consultancy work of minimum value of INR 900 Million	As all members are as a whole are satisfying the technical and financial eligibility criteria any member of the consortium be allowed to be lead member of the consortium. As any way they are jointly and severally responsible and providing performance guarantee.	Provision of RFQ cum RFP shall prevail.
28.	Section 3: Short listing of Consultant Clause No. 1.4 <u>Page No. 51</u>	Lead Member must have done one similar consultancy work of minimum value of INR 900 Million	Any Company(preferably Indian owned) which in past 10 years has been qualified as a leader for a General Consultancy for a rail transit system for a city should be Shortlisted as this will ease the process and provide Equal opportunity to all as you can remove all other criteria's for shortlisting mentioned in the RFP. This company shall be allowed to form a joint venture or subcontract with other three companies for providing further competence. The experience of the whole consortium should be accounted for scores. And whole consortium can be jointly and severally responsible.(specific condition of Metrorail anyway comes in scoring)	Provision of RFQ cum RFP shall prevail.
29.	Section 3: Short listing of Consultant	Eligibility criteria for shortlisting (Pre-Qualification) of Bidders: Work Experience	We understand the that client completion certificate shall also include the fee received on the project by the respective member who is claiming the Experience in case the work has been carried under JV/Consortium and the	Addendum is being issued separately.

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	Clause No. 1.4 <u>Page No. 51</u>	Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted.	certificate shall be duly notarised/apostilled from the client's country only. The Apostille Client Completion certificate to be submitted in original along with the bid. The offers submitted without this documentary proof shall not be evaluated. Auditor certificate shall not be entertained for the fee received part.	
30.	Section 3: Short listing of Consultant Clause No. 1.4 <u>Page No. 51</u>		As per Addendum, there is no change to the criteria of Work Experience, stipulated on page 52. Please confirm that the criteria refers solely to the physical completion/commissioning of the project within the last 10 years ending 31-12-2016 and has no relationship to the fees received in the last ten years. This may please be clarified. Further, the Consultants fervently request that for the above, ongoing projects must be considered specifically for outside the country of the foreign applicant as similar work are just in recent years and projects to be commissioned and completed will not be possible in last ten years.	This is a fresh RFQ cum RFP and till now no Addendum has been issued. It is further clarified that the bidder should have completed the project(s) of required value. Provision of RFQ cum RFP shall prevail.
31.	Section 3: Short listing of Consultant Clause No. 1.5 (i)	Liquidity	Liquidity criteria should be accepted to be satisfied collectively by all members of consortium regardless of their percentage participation. We also feel that there is no need of Liquidity criterion as the performance guarantee is anyway	Provision of RFQ cum RFP shall prevail.

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	<u>Page No. 52</u>		provided.	
32.	Section 3: Short listing of Consultant Clause No. 1.5 (ii) <u>Page No. 53</u>	Net Worth	Net Worth criteria should be accepted to be satisfied collectively by all members of consortium regardless of their percentage participation. We also feel that there is no need of Net worth criterion as the performance guarantee is anyway provided.	Provision of RFQ cum RFP shall prevail.
33.	Section 3: Short listing of Consultant Clause No. 1.5 (iii) <u>Page No. 53</u>	Annual turnover	The turnover shall be considered collectively regardless of the percentage participation of each member because sometimes payments and approvals are delayed by the client and turnovers are disturbed. Sometimes clients have delayed the payments for years. We also feel that there is no need of turnover criterion as the performance guarantee is anyway provided.	Provision of RFQ cum RFP shall prevail.
34.	Section 3: Short listing of Consultant Clause No. 1.5 (iii) <u>Page No. 53</u>	Annual turnover	Total turnover of INR 300 Million for last 5 years be Considered.	Provision of RFQ cum RFP shall prevail.
35.	Section 3: Short listing of Consultant	Liquidity: The banking reference should be from a Scheduled Bank in India or in	Kindly Clarify, what does it mean by “foreign bank of repute acceptable to client”	Provision of RFQ cum RFP shall prevail.

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	Clause No. 1.5 <u>Page No. 53</u>	case of foreign bidders from a foreign bank of repute acceptable to client or provisioned as per Section 2(e) of RBI Act 1934		
36.	Section 3: Short listing of Consultant Point No. 3 <u>Page No. 56</u>	"Date of Incorporation"	Client to confirm what do they mean by "Date of Incorporation of JV". JV / Consortium created for similar projects are un incorporated. We request to remove it and place date of incorporation of all members of the Consortium.	Addendum is being issued separately
37.	Section 3: Short listing of Consultant Annexure-6; Project Data Sheet <u>Page No 69</u>	Project Data Sheet (Format) for Work Experience Present status of the project: (Completed/ in progress/not started)	Since only completed projects are being considered the word In Progress/Not Stated shall be removed from the Project Data Sheet Format.	Agreed, Addendum is being issued separately.
38.	Section 3: Short listing of Consultant Annexure-8, Financial Data of the Consultant. <u>Page No 74</u>	Escalated value	As per format, we also need to provide escalated value of turnover for each year. Request you to provide escalation factor for the same.	Agreed, Addendum is being issued separately.

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39.	Section 3: Short listing of Consultant Annexure 8A, <u>Page No. 75</u>	Bank Certificate	As per note 6, Annexure 7, page 73. Bidder may submit Banking Reference to establish that they have access to the required working capital in case Liquidity is inadequate. We understand, consultant who has adequate liquidity doesn't have to provide bank certificate (Annexure 8A). Kindly confirm.	Yes, Provision of RFQ cum RFP shall prevail.
40.	Section 4: Technical Proposal Standard Forms, TECH-3: Comments and Suggestions on TOR <u>Page No. 85</u>	Client will provide office space for GC staff at head office and in city offices along with security and housekeeping staff at the offices. Rest of the arrangement has to be done by the GC.	We understand that furnished office shall be provided by Client for the GC Staff, i.e. Office Space + Furniture + Electrical Connections + LAN Connections + Maintenance of the Office + Security. Arrangement and maintenance of Computers, Laptops, Server, Internet Connections and Electricity Bill + Other Utility Bills shall be the responsibility of the GC. Please Clarify	Client will provide only office space, security and housekeeping facility rest all facilities such as furniture and fixtures, Electrical Connections, LAN Connections, Maintenance of the Office, Arrangement and maintenance of Computers, Laptops, Server, Internet Connections and Electricity Bill + Other Utility Bills shall be the responsibility of the GC.
41.	Section 4: Technical Proposal Standard Forms, TECH-4: Description of Approach, Methodology and Work Plan <u>Page No 86</u>	Technical Approach and Methodology: Staff for training should also be explained, if so required in the ToR.	Do we have to provide the CV of Trainer at the proposal stage?	No, Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
42.	Section 4: Technical Proposal Standard Forms, TECH-6: Curriculum Vitae (CV) for Proposed Key Experts <u>Page No. 92</u>	Signature of Key Expert	We understand that Scanned Copy of Signatures will be allowed for the submission of the CV, at the bidding stage. However, CV duly signed in Original shall be submitted during the Contract Negotiation Stage. Please Confirm	Agreed, Addendum is being issued separately.
43.	Section 5: Financial Proposal Standard Forms <u>Page No. 101, 102, 103, 104</u>	Note: Aggregate cost (but not the rate of remuneration) with reference to number of man months to be discussed and finalized at the time of negotiations if the Contract is awarded.	This is not a normal practice since the evaluation of tender is based on QCBS. However, in case the client desire to undergo this financial negotiation, we request to indicate the budget and conduct negotiation on rate of remuneration.	Provision of RFQ cum RFP shall prevail.
44.	Section 5: Financial Proposal Standard Forms <u>Page No. 102, 103 and 104</u>	3. Remunerations will be paid on the basis of man months only. Key experts working on site/back office shall be paid as per actual man days worked, their man months shall be finalized in consultation with the client.	We request client to clarify what mechanism will be adopted to calculate on key experts working on back office.	As per negotiation based on delivery, deployment plan/schedule will be prepared and on the basis of deliverables, Non-key experts working on back office will be paid. Before deployment of back office man month's prior approval of client shall be obtained.
45.	Section-5 Financial Proposal, Format of FIN 3D <u>Page No. 105</u>	Financial Proposals Format and Content Fin 3D Overhead/Reimbursable	In order to bring the financials on the common platform, It is kindly requested to please add the template for the FIN-3D i.e. Overhead/Reimbursable items which includes Duty Travel to site, Office Furnishings, Furniture's, Equipment's, and Office Supplies. The detailed template of Fin-3D is enclosed as	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
			Annexure-2.	
46.	Section 6; Terms of Reference; Clause No. 1.8 <u>Page No. 111</u>	Arranging training of client's personnel duringCost of the aforesaid training shall be included in the financial offer for 3 to 5 training sessions for 10 to 20 client's personnel who shall be given training for 7 to 10 days per session at locations for providing global experience towards comprehensive implementation of the project.	Pl confirm whether the client is looking for the training of their persons on international locations of developed country or in India only.	Yes, Consultant shall provide training in India and abroad as decided by the client.
47.	Section 6; Terms of Reference; Clause No. 1.8 <u>Page No. 111</u>	Arranging training of client's personnel during conceptual, design, tendering, construction stage including but not limited to testing and commissioning stage during contract period, as well as training of trainers shall be the responsibility of the GC. Cost of the aforesaid training shall be included in the financial offer for 3 to 5 training sessions for 10 to 20 client's personnel who shall be given training for 7 to 10 days per session at locations for providing global experience towards Comprehensive	Kindly apprise the financial implications for imparting training to trainers. Whether it would cover any lodging and boarding arrangements to be borne by the consultants. Further we understand that there will be spot training somewhere at site without incurring any expenditure on travelling and also there is no provision for going elsewhere or outside India.	All the expenses including lodging and boarding towards training in India and abroad shall be borne by the consultant.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
		implementation of the project.		
48.	Section 6; Terms of Reference Clause No.4.1 and 4.1.1 to 4.1.5 <u>Page No. 112 to 114</u>	Scope of the work	It is noted that substantial work is supplementing the DPR and coordination with the authorities for the same we feel that if the GC is not having the experience of making the DPR of over 100 km network project than that GC won't be able to update the DPR properly therefore experience of preparing the DPR of over 100 km network in single area should be asked for and there should be scores allocated for the same.	Provision of RFQ cum RFP shall prevail.
49.	Section 6; Terms of Reference Clause no. 4.9/4.9.1/4.9.2 <u>Page No.117</u>	ED+ 3 months	The duration of time of 3 months for this service is less. 6 to 9 months is realistic because if the specifications and CC in very general form is written than one will get too many variations of offers and loose very much time with filtering and negotiations with the bidding companies.	Provision of RFQ cum RFP shall prevail.
50.	Section 6; Terms of Reference Clause no. 4.9.4 <u>Page No. 121</u>	Negotiation with consultants	Which consultants?	Addendum is being issued separately.
51.	Section 6; Terms of Reference Clause no. 4.10	Preparation of various plans	ED+4 months is not realistic especially where third parties are involved.	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	<u>Page No. 121</u>			
52.	Section 6; TOR; Clause 16. Digital Platform for Project management (ED + 04 months) <u>Page No.137</u>	The Consultant shall select and implement appropriate digital platform for undertaking project management and implement the same as directed by the Client	Client needs to clarify the exact requirements for the digital platform so that consultant can accordingly plan for such platform. Also, in order to implement a digital platform one resource is required in the strategic core team who understand the requirement and has prior experience of the same. Client is requested to add one position of Manager – IT who will oversee the integration	GC will prepare bid document and assist in selection of 5D BIM/digital platform providing + ERP vendor.
53.	<u>Page No. 137</u>	16. Digital Platform for Project management (ED + 04 months) 16.1 The Consultant shall select and implement appropriate digital platform for undertaking project management and implement the same as directed by the Client.	We understand the importance of implementation of such project monitoring tools; however, the cost incurred in procurement of the digital platform should be covered through the provisional sums.	GC will prepare bid document and assist in selection of 5D BIM/digital platform providing + ERP vendor and implementation the project in coordination with the 5D BIM/digital Platform vendor.
54.	Section 6; TOR; Clause 18 <u>Page No. 137</u>	Services and Facilities to be provided by Client to GC Client will provide office space for key resources as mentioned in TECH-3.	With reference to the Tech-3, we understand that the client will provide office space for the complete GC staff (including Key as well as Non-Key) which includes space at head office at Bhopal as well as city offices at Indore & Bhopal, including the security & housekeeping. Pl confirm.	Agreed, provision of RFQ cum RFP shall prevail.
55.	Section-6 Attachment III (B); <u>Page No. 150</u>	Attachment III (B): Qualification and Experience Required for Key and Non-Key.	For these 3 positions min. qualification requirement is Post Graduate and in order to score full marks they need to have the Ph.D or higher than PG.	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	<u>and 152</u>	<p>For the positions like</p> <p>Min required Qualification- Chief Geo Technical Expert: PG in Geo Technical engineering/ Graduation in Geology</p> <p>Chief Structure expert – Viaduct, Elevated, Station and Depot: PG in Structural Engineering</p> <p>Chief Structure expert – Underground: PG in Structural Engineering</p>	<p>The experts with the Ph.D or higher than PG qualification are always reluctant to work on the project sites and they are mostly based in the corporate office, so it kindly requested to please the consider the qualification of Bachelor's Degree in Civil Engineering as the min. required qualification or make it mandatory to have the Post Graduate Qualification which will get full marks.</p> <p>Also it is kindly requested to please consider the Post Graduate in Tunnelling /Geotechnical /Geological Engineering under the qualification requirement for the Chief Structure Expert – Underground position.</p>	
56.	RFP, Section-6 Attachment III (B); <u>Page No.150 to 154</u>	Attachment III (B): Qualification and Experience Required for Key and Non-Key.	<p>It seems the international positions has been missed as it was already discussed in the previous pre bid meeting and it has ben agreed to add the below listed positions under the international category having the experience of the developed country.</p> <p>As Bhopal & Indore Metro project will be of mega size hence the experience in newer, innovative, best practises are important, so we again request to add the following below listed positions under the international category having the experience in developed and developing countries which is very much important for the successful implementation of this MEGA project. Moreover for the positions people with diverse experience of technologies used and Project Management best practises are important.</p> <p>Local personnel for these critical positions for such a project are not available in India and it has been envisaged and given importance in other</p>	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
			<p>GC projects till now. Recent Example Lucknow Metro (17 Expat Position) / Mumbai Line 7 & 2B (7 Expat Positions) /Line-4 (7 Expat Positions), Ahmedabad, Nagpur & Mumbai Line-3.</p> <p>Project Director: Should have experience of at least 3 Metro projects as PD/Team Leader (only the Projects where the person has worked as Project Director for the min duration of one & half years will only be considered under the evaluation)</p> <p>Chief Safety Expert-Mandatory Certification of NEBOSH/OSHA/IOSH</p> <p>Chief Quality Assurance Expert: Should have experience of at least 3 Metro projects as Chief QA/QC/ Project Manager for QA/QC of Metro Rail Projects and should have specialized training in ISO Quality Management Systems (QMS)&has developed ISO 9001:2008 Document Management System</p> <p>Chief Structures Expert –Underground</p> <p>Chief Project Expert / System (system Integration)</p> <p>Chief Rolling Stock Expert</p> <p>Chief Depot Facility Expert (M&P)</p> <p>Chief Testing & Commissioning Expert</p>	<p>Addendum towards qualification of Chief safety expert and chief quality assurance expert is being issued separately.</p>
57.	RFP, Section-6 Attachment III (B); <u>Page No.150 to 154</u>	Attachment III (B): Qualification and Experience Required for Key and Non-Key	We appreciate MPMRCLs initiative in stipulating the qualification & experience for key and non-key experts in very practical manner. Further, we suggest few modifications for some of the positions.	Addendum is being issued separately.
58.	RFP, Section-6	Qualification and Experience Required for Key & Non Key	As per the requirement of client “relevant eligible assignment” is GC/PMC for Metro	Provision of RFQ cum RFP shall

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	Attachment III (B); <u>Page No.150 to 154</u>	Staff	<p>Projects. This requirement of client restricts many good experts having relevant metro and railway experience, working through either executing agency or from the contractor side. Thus, for the benefit of project we request the client that the definition of relevant assignment should be Metro/Railway/Large Infrastructure project, similar to with the same discipline and function.</p> <p>For example, 1) Chief Contract Manager should be allowed if he has adequate year of experience as a Contract Manager in Railway/Metro/Large Infrastructure Projects.</p> <p>2) Chief Architect Expert having adequate experience in Detail Design / Design Proof of Metro Stations.</p>	prevail
59.	RFP, Section-6 Attachment III (B); <u>Page No.150 to 154</u>	Position against Local/International	We request the client to kindly define what is International Expert. Is it expatriate staff or is it local engineer having international experience as per relevant eligible assignment experience.	In the RFQ cum RFP, positions have not been categorised as either local or International. Therefore, there is no need to define International expert.
60.	RFP, Section-6 Attachment III (B); <u>Page No.150 to 154</u>	Chief Architectural Expert	Post qualification experience of Architect is asked 20 years where as for the operation and maintenance expert only 15 years of experience is asked for we think The experience of Architectural expert should also be reduced to 15 years.	Provision of RFQ cum RFP shall prevail
61.	RFP, Section-6 Attachment III (B); Point no 101	Head Strategic /Financial Expert	As this about project finance and implementation which involves engineering, design, system integration ,property development, understanding of BOQ and its financial modeling the qualification of Architecture/Engineering with	Provision of RFQ cum RFP shall prevail

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	<u>Page No.155</u>		additional certifications in Project/ Infrastructure finance should be considered as more appropriate.	
62.	Section 7; GCC, Clause 2.3.1 <u>Page No.168</u>	Commencement of Services The Consultant shall begin carrying out the Services not later than fourteen (14) days from the effective date	It is kindly requested to amend the clause as the commencement of services shall begin within one month of the effective date. Pl Confirm.	Provision of RFQ cum RFP shall prevail.
63.	Section 7; GCC, Clause 2.8, <u>Page No. 169</u>	Suspension The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days	We kindly request to please add under the Special Conditions of the Contract that only payments regarding the services non performed shall be suspended. Pending payments or delayed payments for services duly performed shall be paid to the Consultant. In addition, we kindly request the possibility for the Consultant to suspend the services in case of delay of payment by the Employer, instead of only having the possibility to terminate the contract.	Provision of RFQ cum RFP shall prevail. It is further clarified that if consultant fails to deliver within stipulated time frame then penal provisions shall be attracted as per provisions of the RFQ cum RFP.
64.	Section 7; GCC, Clause 2.9.1(g), <u>Page No. 170</u>	Termination by the client If the client in its sole discretion and for any reason what so ever, decides to terminate this contract.	In case of termination in the Employer's sole discretion, we kindly request to consider to include in the Special Conditions of Contract an indemnity for the Consultant of minimum 10% of the amount of the non-performed services.	Provision of RFQ cum RFP shall prevail.
65.	Section 7; GCC, Clause	Termination of contract by the consultant due to non-	We request you to kindly insert clause "if the Employer fails to pay any money due to the	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	2.9.5, <u>Page No. 171</u>	payment	<p>Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue,”</p> <p>As per standard contract of condition in India for all consultancy projects in India (MPRDC, NHAI, All GCs, UADD, BSRDC etc), there is always a clause regarding “Termination of contract by the consultant due to non-payment”.</p>	
66.	Section 7; GCC Clause 2.9.7, <u>Page No.171</u> & SCC Sl. No.6 <u>Page No. 184,</u> Amendments of, and Supplements to, Clauses in the General Conditions of Contract	<p>Forfeited of Performance Guarantee</p> <p>In the event of any defect coming to the notice of the Client/Consultant, during the liability period in terms of Clause 3.4 of GCC, and in the eventuality of the Consultant failing to get it rectified, the Client will forfeit the amount of the performance security, provided that the defect that is the cause of the forfeiture of the performance bond/security bead effect that is due to the actions or omissions of the Consultant in accordance with the Consultant's scope of works and as finally and conclusively decided by the Client.</p>	Please confirm that the GC will be liable to monitor the rectification works only for those items that fall directly under the scope of the GC and will not be applicable for the works that the Contractors are responsible for.	Provision of RFQ cum RFP shall prevail.
67.	Section 7; GCC, Clause	The Consultant undertakes full responsibility in respect of life, health, and accidents	We understand that Consultant need to take Insurance for Accident for Experts and not their	Provision of RFQ cum RFP shall prevail

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	3.4(b), <u>Page No. 173</u>	for the Experts and for the dependents of any such Expert.	dependents. Please Confirm	
68.	Section 7; GCC, Clause 3.4, (e), (ii) <u>Page No. 174</u>	Liability of the Consultant: Per clause 3.4 (e) (ii) it is mentioned that “the ceiling on Consultant’s liability shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant’s gross negligence or reckless conduct”.	However corresponding to this there is no clause mentioned in SCC.	Addendum is being issued separately.
69.	Clause GCC 3.4 (g) “Liability of Consultant”:, <u>Page No. 174</u>	In the event of any defect coming to the notice of client during the liability period and in the eventuality of the consultant failing to get it rectified, the client will forfeit the amount of performance security as specified in SCC.	Please confirm that the performance security will be forfeited only to the extent damages occur of a defect which has not been remedied.	Provision of RFQ cum RFP shall prevail
70.	Clause GCC 3.4 (g), <u>Page No. 174</u> and GCC 9.1 , page 181– Liability vs.	In the event of any defect coming to the notice of client during the liability period and in the eventuality of the consultant failing to get it rectified, the client will forfeit the amount of performance	While clause GCC 3.4 (g) stipulates that the performance security will be forfeited in case of a defect, clause GCC 9.1. stipulates that a penalty shall be applied by MPMRCL in such case. Please clarify, whether both of these sanctions shall be applied in parallel in case of defects.	Provision of RFQ cum RFP shall prevail

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	Penalty	security as specified in SCC.		
71.	Section-7 (Part II) – GCC Clause No. 3.4 (e) (ii) „Liability of Consultant” – ceiling of liability <u>Page No. 174</u>	that the ceiling on Consultant's liability shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;	GCC 3.4 (e) (ii) states that the ceiling of the Consultant's liability shall be limited to the amount indicated in the SCC. The SCC however do not contain such ceiling amount. Please clarify whether an overall liability cap does apply and what it is. This may please be clarified	Consultant liability shall be limited to the INR (Quoted amount towards this RFQ cum RFP) subject to provision of GCC 3.4 (e) (ii).
72.	Section -7 (Part II) GCC Clause 4.8 <u>Page No. 177</u>	Working Hours, Overtime, Leave, etc	List of Holidays are not mentioned in the Appendix-C. Please Clarify	Provision of RFQ cum RFP shall prevail.
73.	Section -7 (Part II) GCC Clause 6.5 (d), <u>Page No. 180</u>	Final payment Correction of Deficiencies. The final payment under this Clause 6.5 (d) shall be made only after the final, completion report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the	We request you to specify the period of time for the correction of deficiencies referred to in Clause 6.4 (d), which shall be at least 15 working days.	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
		<p>final report and final invoice shall be deemed approved by the Client as satisfactory Ninety (90) days after receipt of the final report and final invoice by the Client unless the Client, within such Ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall there upon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated</p>		
74.	<p>Section -7 (Part II) GCC Clause 9.2, <u>Page No.181</u></p>	<p>Penalty Clause: In case of delay in submission of each deliverables beyond two weeks from the due date of submission of deliverable, penalty not exceeding an amount to 0.01% (Zero point zero one percent) of the agreement value will be imposed and for further delay of every week or part of it additional penalty of 0.05% of the agreement value subjected to maximum penalty of 1% on each deliverables further subjected to overall maximum penalty of 5% of the agreement value shall be imposed and recovered by the appropriation from the Performance Security or</p>	<p>This is man month based contract and maximum no. of deliverables are related to the other stake holders which are not directly under the control of GC.</p> <p>We request you to kindly remove this clause as this is unreasonable and unusual for QCBS contract of this type and this is not found in other similar Indian or international contracts.</p>	<p>Penalty will be imposed if delay in submission of deliverable is attributable to the consultant as decided by the client.</p>

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
		otherwise.		
75.	Section -7 (Part II) GCC Clause 9, <u>Page No.181</u>	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the consultant, the consequential damages thereof shall be quantified by the client in a reasonable manner and recovered from the Consultant by way of penalty	We would request you to kindly specify the penalty, likely to be applicable in case of error or variation	Provision of RFP shall prevail.
76.	Section -7 (Part II) GCC Clause 9, <u>Page No.181</u>		Any dispute regarding the assessment of damages incurred by MPMRCL must be subject to review under arbitration if the parties do not mutually agree on it. GCC 9.1 however states that consequential damages shall be quantified by the Client. As such it may be interpreted as giving MPMRCL the unilateral right to assess any damage incurred. Please clarify that this provision is not to be understood as precluding arbitration regarding the assessment of damages. In other words, if the Consultant did not agree to an assessment of damages by the MPMRCL, the Consultant would be free to request such	Provision of RFQ cum RFP shall prevail

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
			assessment to be reviewed under arbitration proceedings	
77.	Section -7 (Part II) GCC Clause 9.2, <u>Page No. 181</u>	<p>9.2. In case of delay in submission of each deliverables beyond two weeks from the due date</p> <p>of submission of deliverable, penalty not exceeding an amount to 0.01% (Zero point zero</p> <p>one percent) of the agreement value will be imposed and for further delay of every week or part of it additional penalty of 0.05% of the agreement value subjected to maximum penalty of 1% on each deliverable further subjected to overall maximum penalty of 5%</p> <p>of the agreement value shall be imposed and recovered by the appropriation from the</p> <p>Performance Security or otherwise.</p>	<p>As this is being time based contract, liquidity damage / penalty against delay is not applicable.</p> <p>However, we understand the important of the project and importance of delivering in time. However, time lines giving against activities mentioned against TOR is unrealistic and we request to kindly provide realistic timeline so that consultant appointed can comply with the timelines indicated.</p>	As per negotiation, deployment plan/schedule will be prepared and as per its timeline, activities will be performed /implemented.
78.	Section 7(Part-III) Contract		Please confirm that the performance security will not be forfeited in case of termination of the agreement by the Consultant in accordance with	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	Conditions - SCC Clause No.6 Page No. 184		clause GCC 2.9.2.	
79.	Section 7(Part-III) Contract Conditions - SCC Clause No. 7(d) Page No. 185	Project specific Professional Liability Insurance (PLI) policy with a minimum coverage equal to the amount of the contract shall be provided. Global cover with specific mention of coverage of value, applicability and counterpart insurance for GC contract of MPMRCL will be acceptable. Validity of PLI shall be up to 3 years beyond effective date of completion. In case GC contract is extended, the insurance coverage shall also be extended for a period of 3 years beyond actual date of completion.	We understand GC is available for undertaking corrections if required during the Defect Liability Period. Hence we would request the PLI should be limited to the date of Completion of the Project. Please Clarify	Provision of RFQ cum RFP shall prevail.
80.	Section 7(Part-III) Contract Conditions - SCC Clause No. 7(d) Page No. 185	Validity of PLI	We would request you to kindly make the PLI validity same as the Performance Guarantee, i.e. 1 years from the completion of the contract.	Provision of RFQ cum RFP shall prevail.
81.	Section 7(Part-III)	The Client is entitled to use the documents prepared by the	Please confirm that in the event MPMRCL used documents prepared by the Consultant for other	Provision of RFQ cum RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	Contract Conditions - SCC Clause No.8 <u>Page No. 185</u>	Consultant under this Contract for other projects, without prior written permission of the Consultant.	projects it would do so at own risk, i.e. Consultant would not bear any responsibility or incur any liability/indemnification in this regard	
82.	Section 7(Part-III) Contract Conditions – SCC, Clause No.9 <u>Page No. 185</u>	In any case replacement of key expert should not take more than 15 (Fifteen) days otherwise additional penalty of 1% of remuneration rate of replaced experts will be imposed for each fortnight subjected to the maximum of 5% reduction of remuneration rate.	In view of availability of experienced metro rail persons in India, We request you to consider: “In any case replacement of key expert should not take more than 30 (Thirty) days otherwise additional penalty of 1% of remuneration rate of replaced experts will be imposed for each fortnight subjected to the maximum of 5% reduction of remuneration rate”.	Agreed, Addendum is being issued separately.
83.	Section 7(Part-III) Contract Conditions – SCC, Clause No.9 <u>Page No. 185</u>	In any case replacement of key expert should not take more than 15 (Fifteen) days otherwise additional penalty of 1% of remuneration rate of replaced experts will be imposed for each fortnight subjected to the maximum of 5% reduction of remuneration rate	In case of replacement of key experts exceeding 10% of total key experts p.a., other than for reason of death (!!), a penalty of 5% shall apply to the remuneration rate of all replaced experts. It is unclear for what time frame the penalty shall apply for (the year concerned, also for the years to follow, or for the entire contract term, i.e. penalty applying retro-actively?)	Provision of RFQ cum RFP shall prevail
84.	Section 7(Part-III) Contract Conditions; Clause. No.13	The Client warrants that: The Client shall pay; Indirect taxes applicable in India and Madhya Pradesh to	Seems to be some typographical error, this should be applicable for the consultant only.	Agreed, Addendum is being issued separately.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	GCC Clause 6.3, Page No. 186	the Consultant and the Experts only. Service tax will be paid as applicable		
85.	Section 7(Part-III) Contract Conditions – SCC Clause No. 15 Page No. 187	The advance payment security of 110% shall be submitted in the amount and in the currency of the advance payment in the form of bank guarantee.	In all projects in India (Railway/Metrorail/Highway/Urban etc.) the advance payment security is asked for the value equivalent to the advance payment. We feel that this clause is stringent for any of the consultant. Kindly consider “The advance payment security of value equal to the advance payment shall be submitted in the amount and in the currency of the advance payment in the form of bank guarantee”	Agreed, Addendum is being issued separately.
86.	Section 7(Part-III) Contract Conditions – SCC Clause No. 15 Page No. 187	The advance payments shall be paid in two equal installments. Consultant shall provide utilization certificate for the advance paid. Subsequent installments shall be released after submission of satisfactory utilization certificate for the earlier installment.	In all projects in India (Railway/Metrorail/Highway/Urban etc.) the full advance payment is always paid in single moment. We feel that this clause is not realistic and stringent for any of the consultant. Kindly consider 10% advance payment will be given to consultant in single installment and for that no utilization certificate will be required.	Addendum is being issued separately.
87.	Section 7(Part-III) Contract Conditions – SCC Clause No. 17 Page No. 187	Notwithstanding anything contrary contained in GCC, no financial charges on delayed payment shall be made, however the Client will make all out efforts to make payments to the Consultant	We understand that Client shall make all efforts to make payment in time, for Consultant's relevant delivery. However there should a mechanism to compensate, in case of delay in payment, for reasons not attributable to Consultants. Please Clarify	Provision of RFP shall prevail.

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
		terms of the Contract.		
88.	General	CVs to be proposed for the evaluation	Will the CVs of Key Experts be considered if more than one JV/consortia has proposed the same Key Expert?	No.
89.	General	General Query	This is a very complex work therefore we need more days for raising the queries after detailed study and discussion among our experts about the RFP.	Provision of RFQ cum RFP shall prevail.
90.	General	General Query	If GC has no experience of detail design work how can a GC be able to properly write the specifications and proof check for the same. There should be scores for the detail design.	Provision of RFQ cum RFP shall prevail.
91.	General	General Query	1. Are the two system implementation projects independent from each other? 2. Is there a turnkey approach for the total systems or for their main components intended?	Provision of RFQ cum RFP shall prevail.
92.	General	General Query	For Design Experts, if past experience in Detailed Design Consultancy for Metro Works be allowed. Nor Non-Technical Experts, if past experience in Large Infrastructure Projects be allowed. This was allowed in NMRCL	Provision of RFQ cum RFP shall prevail.
93.	Award of Work separately for Indore and Bhopal packages,	Award of Work separately for Indore and Bhopal packages, General:	We would request that one package be awarded to only one consortium to increase the participation and to reduce risks from appointing one consultant to work on what effectively are two simultaneous large metro projects. Kindly	Provision of RFQ cum RFP shall prevail

S. No.	Section/Clause/ Page No.	RFP Excerpt/ Title	Clarifications Sought	MPMRCL's Reply
	General:		consider this request and issue this clause in the RFP.	
94.	General:	Website of MP E-PROC :	The Consultants would like to express that there is a problem on the website www.mpeproc.gov.in and after the Consultants, put their username and password with digital certificate key, some application are blocked and they cannot download the RFP online and locate it. Kindly confirm whether RFP has been uploaded and some Java Backend problem is there which needs to be resolved else the online submission will be a problem. It will be appreciated that all the Consultants attending the pre-bid may be given a link to access the RFP documents directly by entering username and password for the MP EProc website.	Website is working perfectly, there is no issue with the website.

Madhya Pradesh Metro Rail Co Limited**List of Participants**

Representatives: Consulting Firms/Organizations		
<i>S. No.</i>	<i>Name</i>	<i>Organization</i>
1	Mr. Piyush Arya	MEINHARDT SINGAPORE PTE LTD.
2	Mr. J.S. Parihar	MEINHARDT SINGAPORE PTE LTD.
3	Ms. Neha Arun	Feedback Infra
4	Mr. Yogesh Sharma	CEG Jaipur
5	Mr. Varun Sharma	PwC
6	Mr. Devesh Goyal	AECOM
7	Mr. Abhinav Shrivastava	EGIS
8	Mr. Sandip Ray	Systra
9	Mr. B.B.Sankaram	Aarvee Associates
10	Mr. Ashish Dasgupta	Ayesa
11	Mr. Samit Saproo	Ayesa
12	Mr. Sung H. Bae	KRNA, Korea
13	Mr. Chaitanya Jha	Technimont Civil Const SPA
14	Mr. Rohit Gupta	Rohit Associates Cities and Rails Pvt Ltd.

15	Mr. Mandar Nema	L&T
16	Mr. T.R. Gupta	Rohit Associates Cities and Rails Pvt Ltd.
17	Mr. Harish k Sharma	REPL
18	Mr. Kartikayan Singal	LBG
19	Mr. Jignesh R Ruparel	DB
20	Mr. Alok Singh	HILL International
21	Mr. Amit Bharti	Rohit Associates Cities and Rails Pvt Ltd.
22	Mr. Hurvin	Yooshin
23	Mr. Lovit Jain	Yooshin
Representative: Directorate, Urban Administration and Development & Madhya Pradesh Metro Rail Co Limited.		
1	Mr. Vivek Aggarwal	M.D., MPMRCL
2	Mr. J. K. Dubey	E-in-C/Director Technical, MPMRCL
3	Mr. Manish Gangarekar	GM, MPMRCL
4	Mr. Kamal Nagar	OSD (Transport), UAD
5	Mr. Arun Paliwal	Joint Director (Finance), UAD
6	Mr. Anoop Vijay	Chartered Accountant, MPMRCL

7	Mr. Sandeep Jain	Company Secretary, MPMRCL
Advisor: Madhya Pradesh Metro Rail Co Limited.		
1	Mr. Chetan Bakshi	Technical Advisor, MPMRCL