

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD.,

Addendum / Corrigendum II to RFP No. 48022/Proj/MTC/2023-2 dated 21.11.2023.

Subject: REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF A CONSULTING FIRM TO OPERATE PROGRAM MANAGEMENT UNIT (PMU) IN METROPOLITAN TRANSPORT CORPORATION (CHENNAI)

Clause	As given in RFP Document	To be read as
<p>SECTION 1. Instructions to Bidders</p> <p>1.10.4</p> <p>Page No. 14</p>	<p>Technical Proposal</p> <p>k) Form TECH 7 - Work Schedule Form</p> <p>l) Form TECH 8 - Team Composition and Task Assigned</p> <p>m) Form TECH 9 - Curriculum Vitae of Key Personnel</p>	<p>Technical Proposal</p> <p>k) Form TECH 7 – Work Schedule Form</p> <p>k) Form TECH 8 - Team Composition and Task Assigned</p> <p>l) Form TECH 9 - Curriculum Vitae of Key Personnel</p>
<p>SECTION 1. Instructions to Bidders</p> <p>1.19 Substitution of Key Personnel</p> <p>Page No. 19-20</p>	<p>1.19.1 The Authority expects all the Key Personnel specified in the Proposal are to be available during implementation of the Scope of Work mentioned in this RFP. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of key personnel.</p>	<p>1.19.1 The Authority expects all the Key Personnel specified in the Proposal are to be available during implementation of the Scope of Work mentioned in this RFP. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement or resignation, death, medical incapacity among others, of key personnel.</p>
<p>SECTION 1. Instructions to Bidders</p> <p>1.19 Substitution of Key Personnel</p> <p>Page No. 20</p>	<p>1.19.2 Substitution shall be limited to a maximum of Four (4) Key Personnel other than Team Leader, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel so replaced would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced.</p>	<p>1.19.2 Substitution shall be limited to a maximum of Three (3) times for the positions - KP 2 & KP 3 subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel would call for a reduction of 10% in the applicable monthly remuneration for the remainder of the period.</p>
		<p>1.19.2 a) Substitutions for positions KP 4 & KP 5, shall be allowed at the time of their extension of period of deployment beyond the first year without any reduction in remuneration. If no replacement for a position is</p>

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		<p>sought at the time of extension, then replacement of such key personnel shall be allowed only One (1) time during the period of extension without any reduction in remuneration. Any subsequent substitution of key personnel so replaced, would call for a reduction of 10% in the applicable monthly remuneration for the remainder of the period. In each case, Equal or better qualified and experienced replacement personnel shall have to be provided to the satisfaction of the Authority.</p>
<p>SECTION 1. Instructions to Bidders</p> <p>1.19 Substitution of Key Personnel</p> <p>Page No. 20</p>	<p>1.19.3 Requests by Consultant for replacement of Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution of Team Leader shall be allowed only once. The Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.</p>	<p>1.19.3 Requests by Consultant for replacement of KP 1 Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution of Team Leader shall be allowed only once. Any subsequent substitution would call for a reduction of 10% in the applicable monthly remuneration for the remainder of the period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.</p>
<p>SECTION 2. Data Sheet</p> <p>Pt. No 15 - Minimum Eligibility Criteria</p> <p>Page No. 27</p>	<p>Minimum Project Experience: Firms who have completed at least 2 (two) similar projects*, in India in last 10 years preceding bid due date undertaken for any Central/State Government or its entities.</p>	<p>Minimum Project Experience: Firms who have completed at least 2 (two) similar projects*, in India in last 10 years preceding bid due date undertaken for any Central/State Government or its entities either directly contracted by such entities or contracted by any multi-lateral/bilateral funding or donor agencies for Central/State Government or its entities.</p>

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SECTION 2. Data Sheet Pt. No 15 - Minimum Eligibility Criteria Page No. 27	<p>*Similar Project Experience – Similar Project means, Advisory assignments or Program Management Consultancy (PMC)/Program Management Units (PMU) for Preparation and or Implementation of Strategic Road Map/ Service and technology upgradation plan/Business plan towards Operations or/ Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program OR Restructuring of public transport undertakings.</p>	<p>*Similar Project Experience – Similar Project means, Advisory assignments or Program Management Consultancy (PMC)/Program Management Units (PMU)/Project Management Consultancy / Project Support Consultancy/Project Management Unit for Preparation and or Implementation of Strategic Road Map/ Service and technology upgradation plan/Business plan towards Operations or/ Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program OR Restructuring of public transport undertakings.</p>
SECTION 2. Data Sheet Pt. No 15 - Minimum Eligibility Criteria Page No. 28	<p>2.Ongoing projects shall be considered as experience subject to completion of 80% of work assigned/receipt of 80% of the project fee by the applicant, certified by Statutory Auditor.</p>	<p>2.Ongoing projects shall be considered as experience subject to completion of 80% of work assigned or /receipt of 80% of the project fee by the applicant, certified by Statutory Auditor or certificate provided by the client.</p>
SECTION 2. Data Sheet Pt. No 16 - Technical Proposal Scoring II. Team Qualification & Experience - Guideline Page No. 29	<p>-</p>	<p>Weightage for Scoring:</p> <p>Educational Qualifications - 30% Professional Experience - 70%</p> <p>The key personnel shall be evaluated against the Education Qualification & Experience requirement as stated in the RFP. Key personnel having relevant qualification & experience more than the minimum requirement stated herein, may be awarded additional marks.</p>

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SECTION 3. Terms of Reference 3.8 - Experience & Qualification Requirements for Key Personnel - Page No. 39-41	Team Leader cum Urban Transport Specialist	KP 1 - Team Leader cum Urban Transport Specialist
	Finance Cum Procurement & Contract Management Specialist	KP 2 -Finance Cum Procurement & Contract Management Specialist
	Urban Transport Analyst	KP 3 - Urban Transport Analyst
	Social Development cum Gender Specialist	KP 4 - Social Development cum Gender Specialist
	Environmental Management Specialist/Engineer	KP 5 - Environmental Management Specialist/Engineer
SECTION 3. Terms of Reference 3.8 - Experience & Qualification Requirements for Key Personnel - KP 1 - Team Leader cum Urban Transport Specialist Page No. 39	<ul style="list-style-type: none"> The specialist should have experience of working as Team Leader/ Project Manager for at least 1 (one) Similar Project 	<ul style="list-style-type: none"> The specialist should have experience of working as Team Leader/ Deputy Team Leader/Project Manager for at least 1 (one) Similar Project
SECTION 3. Terms of Reference 3.8 - Experience & Qualification Requirements for Key Personnel - KP 2 -Finance Cum Procurement & Contract Management Specialist	MBA in Finance / Post Graduate Degree in Finance or equivalent.	MBA in Finance / Post Graduate Degree in Finance/ Post Graduate Degree in Management with specialisation in Finance or equivalent.

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<p>Page No. 39</p> <p>SECTION 3. Terms of Reference</p> <p>3.8 - Experience & Qualification Requirements for Key Personnel - KP 3 - Urban Transport Analyst</p> <p>Page No. 40</p>	<p>Experience in application of GIS software (ArcGIS/QGIS), MS office etc. is mandatory</p>	<p>Experience in application of GIS software (ArcGIS/QGIS or equivalent) or Traffic & Transportation modeling software (VISSUM or CUBE or equivalent), MS office etc. is mandatory</p>
<p>SECTION 3. Terms of Reference</p> <p>3.8 - Experience & Qualification Requirements for Key Personnel - KP 4 - Social Development cum Gender Specialist</p> <p>Page No. 40</p>	<p>Minimum 8 years relevant post qualification experience and at least 5 years' experience in projects for carrying out social impact assessments (SIA) /Social Management Plans (SMP)/ Development and governance in the area of gender equality and social inclusion.</p>	<p>Minimum 8 years relevant professional experience and at least 5 years' experience in projects for carrying out social impact assessments (SIA) /Social Management Plans (SMP)/ Development and governance in the area of gender equality and social inclusion.</p>
<p>SECTION 3. Terms of Reference</p> <p>3.8 - Experience & Qualification Requirements for Key Personnel - KP 5 - Environmental</p>	<p>Minimum 8 years of relevant post-qualification experience and at least 5 years' experience in projects for carrying out Environmental Impact Assessments (EIA) /preparation of mitigation plans/ Environmental Management Plan (EMP)</p>	<p>Minimum 8 years of relevant professional experience and at least 5 years' experience in projects for carrying out Environmental Impact Assessments (EIA) /preparation of mitigation plans/ Environmental Management Plan (EMP)</p>

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Management Specialist/Engineer Page No. 41		
General Conditions of Contract 6.2. Removal and/or Replacement of Key Personnel Page 88	<p>6.2. Removal and/or Replacement of Key Personnel</p> <p>6.2.1. After award of contract the Client expects all the proposed Key Personnel to be available during implementation of the contract. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of Key Personnel.</p> <p>5.1.1 i) Until submission & acceptance of First Mid Term Report:</p> <ul style="list-style-type: none"> • Substitution shall be limited to a maximum of Two (2) Key Personnel other than Team Leader subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution of key personnel would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period. • Requests by Consultant for replacement of Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The 	<p>6.2. Removal and/or Replacement of Key Personnel</p> <p>6.2.1. After award of contract the Client expects all the proposed Key Personnel to be available during implementation of the contract. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement or resignation, death, medical incapacity among others, of Key Personnel.</p> <p>6.2.2 Substitution shall be limited to a maximum of Three (3) times for the positions - KP 2 & KP 3 subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel would call for a reduction of 10% in the applicable monthly remuneration for the remainder of the period.</p> <p>6.2.3 Substitutions for positions KP 4 & KP 5, shall be allowed at the time of their extension of period of deployment beyond the first year without any reduction in remuneration. If no replacement for a position is sought at the time of extension, then replacement of such key personnel shall be allowed only One (1) time during the period of extension without any reduction in remuneration. Any subsequent substitution of key personnel so replaced, would call for a reduction of 10%</p>

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	<p>Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader for the remaining period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.</p> <ul style="list-style-type: none"> Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause. The Client reserves the right to instruct the Consultant to replace the key personnel during negotiation/implementation stage. such replacement shall not be considered for reduction of remuneration. <p>5.1.2 ii) Third Annual Survey onwards till completion of contract:</p> <ul style="list-style-type: none"> Substitution shall be limited to a maximum of two (2) times for each of the Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as 	<p>in the applicable monthly remuneration for the remainder of the period. In each case, equal or better qualified and experienced replacement personnel shall have to be provided to the satisfaction of the Authority</p> <p>6.2.4 Requests by Consultant for replacement of KP 1 - Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution of Team Leader shall be allowed only once. Any subsequent substitution would call for a reduction of 10% in the applicable monthly remuneration for the remainder of the period. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.</p> <p>6.2.5 Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause.</p> <p>6.2.6 The Client reserves the right to instruct the Consultant to replace the key personnel during negotiation/implementation stage. such replacement shall not be considered for reduction of remuneration.</p> <p>6.2.7 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance</p>

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	a replacement a person with qualifications and experience acceptable to the Client.	<p>of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>6.2.8 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>										
<p>General Conditions of Contract (GC),</p> <p>11.Penalty,</p> <p>Page - 91</p>	<p>11.1. Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.</p>	<p>11.1. Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 5% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 0.5% of the Contract Value per week of delay subject to maximum of 5% of the contract value.</p>										
<p>II. Special Conditions of Contract</p>	-	<table border="1"> <thead> <tr> <th data-bbox="1241 1008 1394 1045">Clause No</th> <th data-bbox="1394 1008 1892 1045">Insertion</th> </tr> </thead> <tbody> <tr> <td data-bbox="1241 1045 1394 1083">8.5</td> <td data-bbox="1394 1045 1892 1083">30 Days</td> </tr> <tr> <td data-bbox="1241 1083 1394 1120">8.6</td> <td data-bbox="1394 1083 1892 1120">Not Applicable</td> </tr> <tr> <td data-bbox="1241 1120 1394 1227">10</td> <td data-bbox="1394 1120 1892 1227">The consultant is responsible for the deliverables, documents submitted, and services provided under this contract.</td> </tr> <tr> <td data-bbox="1241 1227 1394 1356">11.1</td> <td data-bbox="1394 1227 1892 1356">Timelines for deliverable of services and deployment of experts shall be as per mutual agreement between the PMU and the client.</td> </tr> </tbody> </table>	Clause No	Insertion	8.5	30 Days	8.6	Not Applicable	10	The consultant is responsible for the deliverables, documents submitted, and services provided under this contract.	11.1	Timelines for deliverable of services and deployment of experts shall be as per mutual agreement between the PMU and the client.
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Managing Director, MTC