

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

Addendum / Corrigendum IV / Clarification to Additional Pre-Proposal Queries RFP No: 48022/Proj/MTC/2023-2 Dated: 21.11.2023

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
1.	SECTION 5. Draft Contract Special Conditions of Contract (SC): 5.6 Limitation of the Consultants' Liability towards the Client, Page No. 96	<p>Limitation of the Consultants' Liability towards the Client</p> <p>Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>for any indirect or consequential loss or damage; and</p> <p>For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services, subject, however, to a limit equal to the Contract Value.</p> <p>this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct and liability in this</p>	<p>Request to amend the clause as below.</p> <p>Clause 5.6</p> <p>Limitation of the Consultants' Liability towards the Client</p> <p>the Consultants shall not be liable to the Client:</p> <p>for any indirect or consequential loss or damage; and</p> <p>For any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder.</p> <p>This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services, subject, however, to a limit equal to the Contract Value.</p> <p>this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law.</p>	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>case shall be actual as determined by the Good Industry Practice/Applicable law.</p>		
2.	<p>SECTION 5. Draft Contract</p> <p>General Conditions of Contract (GC): 5.7 Insurance to be taken out by the Consultants:</p> <p>Page No. 87</p>	<p>Insurance to be taken out by the Consultants:</p> <p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) Except in case of</p>	<p>Request to amend the clause as below.</p> <p>Clause 5.7</p> <p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be</p>	<p>RFP Conditions shall prevail.</p>

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>Third Party Liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard, provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect.</p>	<p>liable to pay such amounts on demand by the Client. (iv) Except in case of Third Party Liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard, provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 1 time the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect.</p>	
3.	<p>SECTION 5. Draft Contract</p> <p>Special Conditions of Contract (SC): 5.7 Insurance to be taken out by the Consultants:</p> <p>Page No. 96</p>	<p>Risks and coverage</p> <p>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>Third Party liability insurance with a minimum coverage equivalent to the Contract value for the period of consultancy.</p> <p>Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in</p>	<p>Request to amend the clause as below.</p> <p>Risks and coverage</p> <p>Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India. For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or In case of Consortium, the Lead Member shall ensure that the sum total of insurance of individual partners shall be as per the requirements of the contract.</p>	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>India, for a period of one year (s) beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount of contract value. In case of Consortium, the Lead Member shall ensure that the sum total of insurance of individual partners shall be as per the requirements of the contract.</p> <p>Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p>Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p>		

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
4.	<p>SECTION 5. Draft Contract</p> <p>General Conditions of Contract (GC): 5.3 Confidentiality</p> <p>Page No. 86</p>	<p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not, disclose any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultant, its Sub-Contractors and the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultant is under an obligation to keep confidential relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p> <p>Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <p>i. was in the public domain prior to its delivery to the Consultant, its Sub- Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub- Contractors and the</p>	<p>Request to amend the clause as below.</p> <p>Clause 5.3 to be deleted and replaced with the following clause:</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	<p>RFP Conditions shall prevail.</p>

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>Personnel of either of them;</p> <p>ii. was obtained from a third party with no known duty to maintain its confidentiality;</p> <p>iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub- Consultants and the Personnel of either of them shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and</p> <p>iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub- Contractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub- Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p>		
5.	<p>SECTION 5. Draft Contract</p> <p>General Conditions of Contract (GC): 13.2 Indemnity</p>	<p>The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or</p>	Request to kindly delete this clause.	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
	Page No. 92	indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.		
6.	SECTION 1. Instructions to Bidders 1.23 Proprietary Data	1. Subject to the provisions of Clause 1.17, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not	Request to amend the clause as below. The Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Bidder retains all intellectual property	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
	Page no. 21	return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.	rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Bidder compiles and retains in connection with the Services (but not information provided by Authority reflected in them).	
7.	SECTION 5. Draft Contract General Conditions of Contract (GC): 4.3 Cessation of Rights and Obligations Page No. 83	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in the relevant clauses hereof and (v) any right which a Party may have under the Applicable Law.	Request to amend the clause as below. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, and (iii) any right which a Party may have under the Applicable Law.	RFP Conditions shall prevail.
8.	SECTION 5. Draft Contract General Conditions of Contract (GC): 4.2 Termination By the Consultants Page No. 83	The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause: i. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or ii. if, as the result of Force Majeure, the	Request to amend the clause as below. 4.2. By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause: i. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>iii. within thirty (30) days, if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;</p>	<p>after receiving written notice from the Consultants that such payment is overdue; or</p> <p>ii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>iii. within thirty (30) days, if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;</p> <p>Notwithstanding the preceding the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	
9.			<p>Request to kindly insert the following clause.</p> <p>Please Insert the following clause:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement (“Reports”), other than information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client’s organization.</p>	RFP Conditions shall prevail.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
10.	SECTION 1. Instructions to Bidders Clause No. 1.4.1 Page No.9	Bid Submission End Date – 18.01.2024, Time 16.00 Hrs Opening of Technical Proposal – 18.01.2024, Time 16.30 Hrs	To extend the submission timeline for 14 working days.	RFP Conditions shall prevail