

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

**Clarification to Pre-Proposal Queries**

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
<b>FIRM 1. SYSTRA MVA Consulting (India) Private Limited</b>				
1.	Section 2. Data sheet, Sl. No. - 15., Page no.- 26	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.	We understand that; A wholly owned subsidiary company, registered / incorporated in India can utilize the financial and technical credentials of their parent / holding company. <b>-Kindly confirm The same condition was accepted by multiple similar organizations including Indian Railways (References enclosed as Annexures)</b>	Qualifications of Consortium partner only shall be considered.
2.	Section 2. Data sheet, Sl. No. - 15., Page no.- 26	*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/ Suburban Rail/Metro OR Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program OR Restructuring of public transport undertakings.	Considering the scope of work of this assignment we understand that – Project management Consultancy/Project Support Consultancy/ DPR/Techno Economic Feasibility study/Technical Assistance/Project Management Unit for implementation of Public Bus System/ BRTS/ MRTS/ Suburban Rail/Metro or any other Urban Infrastructure Program should be considered as Similar Assignments. <b>-Kindly confirm</b>	Refer Addendum/Corrigendum
3.	Section 2. Data sheet, Sl. No. 5 Earnest Money Deposit (EMD)	INR 150,000/- (One Lakhs fifty thousand Rupees Only) to be paid through e-procurement portal	We understand that the EMD submitted in form of a Irrevocable Bank Guarantee from any scheduled /Commercial Bank of India would be accepted, and in such case the Bank Guarantee can be submitted in the name of the	EMD shall be paid by the applicant only through e-procurement portal. No other form of EMD shall be acceptable.

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			Sole Bidder /the Lead member of a JV consortium. <b>-Kindly confirm</b>	
4.	Clause No. -3.4.3 & 3.4.6 Page No. -37	The deployment of ‘Social Development cum Gender Specialist’ and ‘Environmental Management Specialist/ Engineer’ shall be for an initial period of 12 months extendable further as per requirement of MTC. The applicable fee for the Need Based Specialist indicated in Section 3.8, shall be INR 1.5 Lakhs /Month and payable on pro-rata basis based on actual deployment.	We understand that the ‘Social Development cum Gender Specialist’ and ‘Environmental Management Specialist/ Engineer’ shall be paid Monthly remuneration as per the rates quoted (inclusive of escalations, if any) and incase of any extension they will be paid in similar lines with the Need Based Specialist i.e., on pro-rata basis based on actual deployment. <b>-Kindly confirm</b>	Extension of deployment beyond initial period of 12 months of ‘Social Development cum Gender Specialist’ and ‘Environmental Specialist/ Engineer’ shall be as per the quoted rates (inclusive of escalations and penalties, if any)
5.	Clause No. -3.8, Education Qualification & Experience Requirement Page No. - 39	Team Leader cum Urban Transport Specialist <ul style="list-style-type: none"> <li>• B.E./B.Tech/ B. Arch with Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering/Transport Infrastructure Planning or equivalent.</li> <li>• The specialist should have experience of working as Team Leader/ Project Manager for at least 1 (one) Similar Project.</li> </ul>	In order to ensure quality personnel and competitive technical proposal we request the authority to amend the said clause as per following- <ul style="list-style-type: none"> <li>• B.E./B. Tech/ B. Arch/ B. Plan or Equivalent with Post Graduate Degree in Planning/ Transport Planning/ Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent.</li> <li>• The specialist should have experience of working as Team Leader/ Project Manager/ Deputy Team leader or 1 Level Below for at least 1 (one) Similar Project</li> </ul> <b>-Kindly amend</b>	Refer Addendum/ Corrigendum
6.	Clause No. -3.8, Education	Finance Cum Procurement & Contract Management Specialist	In order to ensure quality personnel and competitive technical proposal we request the	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
	Qualification & Experience Requirement Page No. - 39		<p>authority to amend the said clause as per following-</p> <ul style="list-style-type: none"> <li>• MBA in Finance / Post Graduate Degree in Finance/ PGDCA/ PGDM in Finance or equivalent.</li> <li>• Minimum 10 years of post-qualification experience and 6 years in Infrastructure advisory with experience in financial analysis / financial feasibility studies and financial modelling / PPP transaction advisory for Transport Planning /Infrastructure Projects.</li> </ul> <p><b>-Kindly amend</b></p>	
7.	Clause No. -3.8, Education Qualification & Experience Requirement Page No. - 40	<p><b>Urban Transport Analyst</b></p> <ul style="list-style-type: none"> <li>• Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering Transport Infrastructure Planning or equivalent.</li> <li>• Minimum 8 years of relevant post-qualification experience with minimum 3 years of experience in data analysis/ GIS based planning/ data storage &amp; presentation and managing MIS.</li> <li>• Experience in application of GIS software (ArcGIS/Q GIS), MS office etc. is mandatory.</li> </ul>	<p>In order to ensure quality personnel and competitive technical proposal we request the authority to amend the said clause as per following-</p> <p>Graduate Degree in Transport Planning/Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent</p> <p>Minimum 8 years of relevant post-qualification experience with minimum 3 years of experience in Urban transport planning/ Comprehensive Mobility plans/ CTS/ Feasibility study / DPR/ Travel demand modelling/ data analysis/ GIS based planning/ data storage/ &amp; presentation and managing MIS.</p>	Refer Addendum/ Corrigendum

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			Experience in application of GIS software (ArcGIS, QGIS) or equivalent, MS office etc. is mandatory. <b>-Kindly amend</b>	
8.	Clause No. – Section 2, Data sheet, Serial No.- 16, Page No.- 28, 29	Team Qualification & Experience** **Key Personnel CVs meeting just the minimum qualifications specified does not guarantee scoring maximum marks available for each CV. The bidder is encouraged to propose best possible key personnel who may have higher educational as well as work experience qualifications than the minimum specified requirement.	From the said Clause, the criteria to be matched by each key personnel, in order to score full marks are not clear. Considering the above and to create a level playing field among the bidders it is requested to provide clear breakup of the marks assigned against each key personnel.  <b>-Kindly confirm</b>	Refer Addendum/ Corrigendum
9.	Clause No.- Section 2, Data sheet, Serial No.- 16 Page No.- 28, 29	Team Qualification & Experience** <ul style="list-style-type: none"> <li>• Team Leader cum Urban Transport Specialist</li> <li>• Finance Cum Procurement &amp; Contract Management Specialist</li> <li>• Urban Transport Analyst</li> <li>• Social Development cum Gender Specialist</li> </ul> Environmental Management Specialist/ Engineer	The bidder understand that we have to submit the CV's of only five key positions during tender submission i.e. <ul style="list-style-type: none"> <li>• Team Leader cum Urban Transport Specialist</li> <li>• Finance Cum Procurement &amp; Contract Management Specialist</li> <li>• Urban Transport Analyst</li> <li>• Social Development cum Gender Specialist</li> <li>• Environmental Management Specialist/ Engineer</li> </ul> <b>-Kindly confirm</b>	Understanding is correct.
10.	General Conditions of Contract (GC), 4.1	if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	We request to compensate the consultant for termination at convenience.  <b>-Kindly consider</b>	RFP Conditions shall prevail.

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	Termination g), Page no.- 83			
11.	General Conditions of Contract (GC), 11. Penalty, 11.1., Page no. - 91	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.	We request the authority to consider limiting the overall fine on delay & deficiencies to a maximum of 5% of the contract value, instead of 10%  -Kindly consider	Refer Addendum/ Corrigendum
12.	General Conditions of Contract (GC), 13.2. Indemnity, Page no. 92- 93	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 indirectly , (a) the breach by the Consultant of any obligations specified in relevant clauses hereof;(b) the alleged negligent, reckless ..... misconduct of any nature whatsoever in relation to Services....	We request to delete the wordings "indirect" as we agree to indemnify for direct losses.  -Kindly consider	RFP Conditions shall prevail.
13.	SCC: 5.6 Limitation of the Consultants' Liability towards the Client, Page no.-96	or 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	We request as below: 1.Do not link our liabilities with insurance coverage. 2. Limit our liabilities up to the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Authority Engineer hereunder and delete sub clause	RFP Conditions shall prevail.

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		(i) or (ii) is higher	(B). -Kindly consider	
14.	Instructions to Bidders Schedule of Selection Process, Page no.- 1.4	Bid Submission End Date- 22.12.2023 & 16.00 Hrs.	Considering the time required for publishing the clarifications on all the bidder's queries, we request the authority to allow an extension of minimum two (2) weeks on the current bid due date i.e. 22.12.2023. -Kindly consider	Refer Addendum/ Corrigendum
<b>FIRM 2: IBI Group India Private Limited</b>				
15.	Page No.25 Section no 2	Weightage T = 70% and F = 30% $S = St \times 0.7 + Sf \times 0.3$	We request you to consider T = 80% and F = 20%. $S = St \times 0.8 + Sf \times 0.2$	RFP Conditions shall prevail.
16.	Page No.26 Section no 2	Financial Capacity: The Bidder /Lead Member (in case of consortium should have a minimum annual average turnover of INR Five crores (Rupees INR 5 crores) as professional fees in the last three financial years preceding the Bid Submission End Date For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients. Fees received from audit advisory or audit	Based on project scope and staff requirement, companies Turnover shall be more. We request you to increase turnover as requested below. <b>Financial Capacity:</b> The Bidder /Lead Member (in case of consortium should have a minimum annual average turnover of INR Five crores (Rupees INR <b>15 crores</b> ) as professional fees in the last three financial years preceding the Bid Submission End Date For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients. Fees received from audit advisory or audit.	RFP Conditions shall prevail.

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17.	Page No.27 Section no 2	Augmentation of Public Bus System/ BRTS/ MRTS/ Suburban Rail / Metro	We understand that Program Management Consultancy (PMC) for BRTS/ Suburban Rail also qualified projects. Kindly confirm.	Refer response at S. No 2 above
18.	Page No.28 Section no 2	Experience of Applicant  Scoring Parameter 1 and Scoring Parameter 2	As per Minimum Project Experience, bidder shall have completed minimum 2 projects to qualify. Kindly confirm bidder having 1 project in each Scoring Parameter 1 and Scoring Parameter 2 will be considered as qualified in technical stage or two projects in any Scoring Parameter is considered as qualified?	Bidder should have completed atleast 2 Similar Projects as per the definition of Similar Project experience provided in the RFP.
19.	Page No.33 Section no 3.3.1	a) Support MTC in identification of depots and routes for fleet induction through GCC.	Our understanding that identification of depots and routes for fleet induction through GCC is in the scope of Transaction Advisory consultant. We need to oversee their report/suggestions. Kindly confirm.	The understanding is correct. PMU's role in this process will be for future GCC contracts which are beyond the scope of current TA Consultancy.
20.	Page No.33 Section no 3.3.1	Support MTC in processing the invoices for payments to the GCC Contractor.	This requires separate dedicated manpower in the selected agency to monitor the invoices submitted by GCC vendor. This requires validation of invoice and supporting document and at least more than 1 GCC vendor. Hence we request you add Non-Key staff as part of this assignment.	This work will be predominantly carried out by MTC, and PMU's role will be to facilitate the same. PMU has the provision to have support staff to support their Core/ Key team members. Need for such support staff and their role can be justified through A&M and Team composition.

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21.	Page No.34 Section no 3.3.1	e) Support MTC in collaborating with CUMTA, CMRL, Railways and other public transport service providers in CMA to enable multimodal integration.	We understand that CUMTA is carrying this exercise, hence selected agency role limited to MTC contribution/responsibility which are initiated by CUMTA.	Understanding is correct, MTC is required to closely collaborate with CMRL, Railways, CUMTA, CMDA, GCC etc. with all agencies involved in the MMI process and hence PMU has to support MTC in this process of collaborating & coordinating with all MMI related agencies
22.	Page No.36 Section no 3.3.1	b) Research and documentation support to MTC with regards to technological shift to electric buses	We understand that this exercise will be done by GCC transaction advisory. However, selected agency will oversee the work.	GCC transaction advisory and KfW supported consultant are carrying our separate tasks currently. The PMU shall integrate contents from both consultants and develop a single document for MTC which can be utilized by MTC for all similar upgradation
23.	Page No.36 Section no 3.3.1	Support MTC with annual updation of the Business Plan in accordance with the provisions of PTSC.	Kindly advise that is selected agency to prepare and update the existing Business plan every year?	Yes, Business plan is approved for the next five years. The financial model-already prepared by the Business plan consultant has to be updated on an annual basis based on changing cost and revenue structure of MTC and annual fleet procurement plan.



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24.	Page No.40 Section no 3.8	Urban Transport Analyst Minimum 8 years of relevant post qualification experience with minimum 3 years of experience in data analysis GIS based planning data storage & presentation, and managing MIS	We request you to consider as Minimum <b>6 years</b> of relevant post qualification experience with minimum 3 years of experience in data analysis GIS based planning data storage & presentation, and managing MIS	RFP Conditions shall prevail.
25.	Page No.69 FORM FIN 1	The above financial proposal has been arrived at based on our quote for monthly remuneration of the key personnel as detailed in FORM FIN 2 and this shall be applicable until completion of One (1) year from the start date of the contract and escalated at the rate of 5% per annum for each completed year thereon until the contract completion/termination as the case maybe.	We request you to consider escalated at the rate of 8% per annum for each completed year thereon until the contract completion/termination as the case maybe.	RFP Conditions shall prevail.
26.	Page No.71 FORM FIN 2	Monthly Remuneration in Year 1 (INR)	Kindly confirm how the evaluation will happen. Based on Total Remuneration for Year 1 (including GST) arrived by bidder in FORM FIN 2?	The evaluation of the financial proposal shall be done for the total of remuneration quoted for all the key personnel for the first year.
27.	Page No.71 FORM FIN 2	Monthly Remuneration in Year 1 (INR)	Contract awarded based on Form Fin 1 and Form Fin 2, than department may have challenges in paying the amount 2nd year due to approval process and amount exceeded beyond the contract value mentioned in the contract. Kindly confirm how this will be treated in later stage.	The total contract value mentioned in the Contract for consultancy services shall be for the entire period of the assignment.
28.	Page No.87 Section no.5.7	Insurance to be taken out by the Consultants	Our company provides insurance to all our employees. We request you to consider company insurance if it is provided by the company if not available then selected consultant need to submit relevant insurance as per tender RFP condition	All staff engaged in the project should be covered with suitable insurance coverage as required in the RFP, either through a company group policy or a

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				project specific policy taken out by the selected consultant or its subconsultant to meet the requirements of the tender conditions.
29.	Page No.20 Section no.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. The 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.	In case of Team Leader replacement, we request you to consider 5% of the applicable remuneration of the Team Leader for the remaining period.	Refer Addendum/ Corrigendum
30.	Page No.20 Section no.1.19	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.	In case of replacement, we request you to consider 5% of the applicable remuneration of the personal for the remaining period.	Refer Addendum/ Corrigendum

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31.	Page No.28 Section no.16	<b>Scoring Parameter 1:</b> Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map Business Plan Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years 1 4 Marks (1 Assignment 8 Marks, 2 additional marks for every additional assignment thereafter)	We understand that PMC for BRTS implementation will be considered as part of qualified projects. Kindly confirm	Refer response at S. No 2 above
32.	Page No.28 Section no.16	Scoring Parameter 1 and Scoring Parameter 2	Can we submit same project for both Scoring Parameter 1 and Scoring Parameter 2 if it meets the required criteria? Kindly confirm	Yes, if the projects meet the required criteria.
33.	Page No.39 Section no.3.8.2	<b>Finance Cum Procurement &amp; Contract Management Specialist</b> The specialist should have experience in working as Financial Specialist/ Expert/Analyst for at least 2 (Two) similar projects.	Finance expert working similar projects will restrict the participants. We request you amend as requested below:  Finance Cum Procurement & Contract Management Specialist  The specialist should have experience in working as Financial Specialist/ Expert/Analyst for at least 2 (Two) similar /equivalent projects.	RFP conditions prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
34.	Page No.40 Section no.3.8.2	<b>Social Development cum Gender Specialist:</b> 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.	We request you amend as requested below: Minimum <b>5 years</b> relevant post qualification experience and at least <b>3 years'</b> 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.	Refer Addendum/ Corrigendum
35.	Page No.88 Section No.5.1.1	5.1.1 i) Until submission & acceptance of First Mid Term Report:	We couldn't find First midterm duration. Could you please clarify.	Refer Addendum/ Corrigendum
36.	Page No.88 Section No.5.1.2	5.1.2 ii) Third Annual Survey onwards till completion of contract:	Kindly clarify what are the Surveys to be considered by the PMU. Please brief.	Refer Addendum/ Corrigendum
<b>Firm :- CRISIL Market Intelligence &amp; Analytics</b>				
37.	1.4	Schedule of Selection Process	We would request the authority for extension of 2 weeks considering the level of expertise needed in terms of personnels.	Refer Addendum/ Corrigendum
38.	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.	Request the authority for inclusion of resignation of the personnel from the consultant organization as compelling circumstances here, as the consulting organization may not be legally able to stop an employee from resigning.	Refer Addendum/ Corrigendum
39.	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	Request the authority for removal for reduction of remuneration of the personnel if the personnel resign from the consultant organization as the consulting organization may not be legally able to stop an employee from resigning.	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		by 10% of the remuneration of the personnel so replaced.		
40.	1.19.3	The Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader.	Request the authority for removal for reduction of remuneration of the personnel if the personnel resign from the consultant organization as the consulting organization may not be legally able to stop an employee from resigning.	Refer Addendum/ Corrigendum
41.	Section 2. Data Sheet	Scoring Parameter 1: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/ Business Plan/Service and technology up gradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years	Request the authority for inclusion of Transaction advisory services and Program Management Consultancy (PMC)/Program Management Units (PMU) undertaken for State Transport Departments/Transport Ministries in the clause	RFP conditions prevail.
42.	Section 2. Data Sheet	Scoring Parameter 1: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/ Business Plan/Service and technology up gradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport	Request the authority for inclusion of Transaction advisory services and Program Management Consultancy (PMC)/Program Management Units (PMU) undertaken for State Transport Departments/Transport Ministries in the clause	RFP conditions prevail.

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		undertakings for any Central/State Government or its entities during the last 10 years		
43.	3.8	Social Development cum Gender Specialist  Minimum 8 years relevant post qualification experience and at least 5 years' experience in projects for carrying out social impact assessments (Social Management Plans SMP ))/ Development and governance in the area of gender equality and social inclusion.	We request the authority for total of 8 years work experience and not post qualification experience.	Refer Addendum/ Corrigendum
44.	6.5.7	Environmental Management Specialist/ Engineer  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)	We request the authority for total of 8 years work experience and not post qualification experience.	Refer Addendum/ Corrigendum
<b>FIRM 3 :- Deloitte Touche Tohmatsu India LLP</b>				
45.	Page 15 Section 1.10.8 Instruction to bidders	a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the	We understand that MTC will furnish office space for the consultants to carry out their work. Hence, the financial proposal will not encompass the setup cost for the office. Please confirm.	Yes, the PMU team will be provided with office space. The selected consultant firm shall provide laptops along with requisite licensed software & licensed operating system to each member of the team deployed to the office of MTC under this assignment.

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		Financial Proposal, it shall be considered non-responsive and liable to be rejected.		
46.	Page 20, Section 1.19 Substitution of Key Personnel	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.	As a normal industry practice and as also followed by Multilateral/Bilateral funding agencies as well as government authorities, the 'substitution/ replacement of Key Personnel under unavoidable circumstance (beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of key professional) with equal or better qualifications and experience than those of the originally proposed Key Personnel' is allowed without any reduction of remuneration. We would request you to consider modifying this clause focusing more on qualification and experience and removing reduction of remuneration.	Refer Addendum/ Corrigendum
47.	Page 20 Section 1.19 Substitution of Key Personnel	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	Similar to the key personnel, as a normal industry practice, for the replacement/substitution of the Team leader under unavoidable circumstances with equal or better qualified and experienced personnel can be allowed without any reduction of remuneration. We would request you to consider modifying this clause focusing more on qualification and experience and removing reduction of remuneration.	Refer Addendum/ Corrigendum

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		remuneration of the Team Leader. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Authority.		
48.	Page 21 Section 1.23 Proprietary Data	1.23.1 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 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.	While we understand that all documents and other such information submitted shall become property of the Authority, any pre-existing IPR in the deliverables will still be with DTTILLP. Considering this we request you to consider the following change in clause: “Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of consultant shall be returned to the Client or destroyed under	RFP conditions shall prevail
49.	Page 87 Section 5 Obligations of the consultants	5.5. Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. The client has full rights for reproduction of	conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, Consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that Consultant may use or develop in connection with this Contract. Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted by consultant.’	RFP conditions shall prevail



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		documents.		
50.	Page 27 Section 2 Data Sheet #15 Minimum Eligibility Criteria	<b>Document Proof</b> 4. Copy of Profit and Loss statements and IT Return duly certified by the Chartered Accountant/Statutory Auditor.	As per standard industry practice, a certificate from statutory auditor serves as an evidence for the firm's turnover. The inclusion of additional documents such as a copy of the profit and loss statement and income tax returns contributes significantly to the bulk of the proposal. Therefore, we kindly request the omission of point number 4 and suggest retaining only the "Turnover Certificate from the statutory auditor" as sufficient proof for the turnover of the firm.	RFP conditions shall prevail
51.	Page 27 Section 2 Data Sheet #15 Minimum Eligibility Criteria	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. *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/ Suburban Rail/Metro OR Program Management Units/ Program Management Consulting for coordinating and implementing	We kindly request you to broaden the sectoral coverage of projects that can be considered for evaluation as PMC/ PMU Experience by including other infrastructure sectors, such as roads/highways/railways etc.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		Urban Infrastructure Program OR Restructuring of public transport undertakings.		
52.	Page 28 Section 2 Data Sheet #16 Technical Proposal scoring	<b>Scoring Parameter 1:</b> Experience of Program Management Consultancy (PMC)/Program Management Units(PMU) for Implementation of Strategic Road Map / Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years- 14Marks (1Assignment –8 Marks, 2 additional marks for every additional assignment thereafter)		
53.	Page 28 Section 2 Data Sheet #16 Technical Proposal scoring	<b>Scoring Parameter 2:</b> Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years - <b>6 Marks</b>	We understand that there are limited projects in the advisory and preparation of roadmap/business plan in the urban transport sector (i.e. Public Bus/ BRTS/ MRTS, etc.). Hence, we request you to broaden the sectoral coverage by allowing other sectors such as infrastructure, road/highways/railways etc.	RFP conditions shall prevail
54.	Page 29, Section 2 Data Sheet #16 Technical Scoring	<b>Team Qualification &amp; experience</b> Key Personnel CVs meeting just the minimum qualifications specified does not guarantee scoring maximum marks available for each CV. The bidder is encouraged to propose best possible	We understand the marks awarded for each personnel and the minimum qualifications required for them. We request you to provide break up of marks to understand what score an expert can get on meeting minimum criteria	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
	Team Qualification & experience	key personnel who may have higher educational as well as work experience qualifications than the minimum specified requirement.	and what more qualification he needs to have for getting full marks.	
55.	Page 30 Section 2 Data Sheet	III Approach and Methodology Preparation of Route Rationalization Plan	The scope of work does not involve the development of a route rationalization plan. Consultants will be working along with CUMTA on this exercise. The A&M requirement is not in alignment with the existing project scope. We kindly request a review of the project specifications to ensure that the A&M requirement corresponds appropriately with the outlined scope of work.	CUMTA will carry out the exercise at the city level and MTC will continue to pursue periodic route rationalisation as an internal exercise. The PMU should be able to support MTC on these activities. The PMU role will be to facilitate MTC in the process of coordinating with CUMTA and also in facilitating MTC in the process of rationalising routes for various schemes & services like GCC, Electric Bus Operations, AC bus operations, Double decker bus operations etc. Hence PMU firm is expected to have clear understanding in carrying out route rationalisation and the same to be illustrated & presented as part of A&M.
56.	Page 33 Section 3 ToR 3.3 Scope of work	<b>Management of Gross Cost Contract (GCC) based Bus procurement and management</b> i) Support implementation of accessible, responsive and trackable Grievance Management	We understand that the consultant shall assist in developing the framework, methodology and process for the GRM. However, if any technological interventions are required in implementing such GDM System (viz. online	MTC already has an existing GRM and Grievance Redressal Cell/Division, the role of PMU will be to facilitate MTC in augmenting its GRM and its

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		System (GRM). Prepare monthly report on which will cover disaggregated data on number registered, resolution, escalation, closure with the given time frame.	platform, app, website, call center etc.) in the implementation of the proposed GRM process that shall be carried out through a designated vendor, and the overall management and same shall be taken care by MTC separately. Please confirm.	institutional set up and to monitor its compliances, update and prepare monthly reports. For any technological interventions, MTC will appoint an vendor and PMU's role will be to facilitate MTC in that process and coordinate and monitor its implementation.
57.	Page 31 Section 3 ToR	<p><b>3.3 Scope of Work</b></p> <p>ii) Management of Gross Cost Contract (GCC) based Bus procurement and management</p> <p>c) Review the performance of the GCC vendors based on deliverables/reports submitted by the operators, transaction advisors and various internal data sources such as the Intelligent Transport Systems (ITS) of MTC. Support MTC in processing the invoices for payments to the GCC Contractor</p>	The processing of invoices typically falls under the purview of management functions, and consultants generally do not play a direct role in these aspect. Hence, we understand that the consultant shall only assist MTC in establishing a robust process for handling payment procedures and MTC shall manage the actual processing of invoices, either through the designated vendor or by internal means. Please confirm.	Understanding is correct.
58.	Page 39 Section 3 ToR 3.8 Experience & Qualification Requirements for Key Personnel:	Finance Cum Procurement & Contract Management Specialist	We understand that the Financial Specialist shall provide the support in procurement activities and MTC will handle the legal aspects related the procurement. Please confirm.	Any requirement of legal vetting of contract documents shall be taken up separately by MTC. The key personnel shall be required to interact and coordinate with the Legal specialists so appointed for finalizing the deliverables.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
59.	Page 40 Section 3 ToR 3.8 Experience & Qualification Requirements for Key Personnel:	Urban Transport Analyst <ul style="list-style-type: none"> <li>Minimum 8 years of relevant post-qualification experience with minimum 3 years of experience in data analysis/GIS based planning/data storage &amp; presentation, and managing MIS</li> <li>Experience in application of GIS software (ArcGIS/Q GIS), MS office etc. is mandatory</li> </ul>	GIS is special capability not that every Urban Transport Analyst will possess it. Hence, we request you to remove the requirement under this position or request you to create a separate position for a GIS expert.	Refer Addendum/ Corrigendum
60.	Page 82 Section 5 Draft Contract Sub-Section 3.6 Suspension of Agreement	The Client may, by written notice of suspension to the consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this contract, including the carrying out of the Services;....	We request you to kindly consider balancing this contract condition by adding the following to the clause: “the suspension will be applicable only if the delay/failure to perform is solely attributable to the Consultant / Bidder”	RFP conditions shall prevail
61.	Page 86 Section 5 Draft Contract Sub-section 5.3 Confidentiality	5.3 Confidentiality	We request you to kindly consider defining a period for confidentiality. Hence, we request you to add the following to section - “The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.”	RFP conditions shall prevail
62.	Page 87 Section 5 Draft Contract	5.7 Insurance to be taken out by the Consultants: 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.....	The firm has appropriate and required insurance policy cover (mediclin, accident, life, etc.) for all its employee so we understand that such firm level insurance cover shall suffice, and no additional insurance requires to be purchased. Please confirm	Refer response at S. No 28 above

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
63.	Page 91 Section 5 Draft Contract 11 Penalty	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.	We request you to consider following change to the clause ‘the Consulting Firm / Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value.’	Refer Addendum/ Corrigendum
64.	Page 91 Section 5 Draft Contract 11 Penalty	11.2 Encashment and appropriation of Performance Security: The Client shall have the right to encash and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the consultant in the event of breach of this contract or for recovery of penalty specified in this Clause. In the event any portion of the Performance Security is appropriated by the client, then immediately following such appropriation, the consultant shall replenish the Performance Security within 1 (one) month of its appropriation, and in the event of default by the consultant, client shall have the right to take such steps as it may deem necessary, including termination of this contract.	We request you to consider adding the following to this clause “the LD will be applicable only the delay is solely attributable to the Consultant / Bidder”	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
65.	Page 96 Section 5 Draft Contract II Special Conditions of Contract 5.6 Limitation of Consultants' Liability Towards the client	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.	We request you to consider the addition of following clause to the contract to bring more balance in the terms. "Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
66.	Page 96 Section 5 Draft Contract II Special Conditions of Contract 5.7 Risk and coverage	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 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...	We request you to consider deletion of clause "(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"	RFP conditions shall prevail
67.	Page no. 40 Section 3 ToR	Urban Transport Analyst	To have a diverse team composition, we suggest that the qualifications for the Urban Transport Analyst extend beyond the confines of Transport Planning, Traffic & Transportation Engineering, and Transport Infrastructure Planning. Given the role's emphasis on data analysis and insights generation for urban/public transport, diversifying the candidate pool with experience from alternative sectors can introduce unique perspectives in problem-solving and solution development. While the	RFP conditions shall prevail



S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
			team leader continues to be an invaluable source of guidance in the realm of urban/public transport, there is a recognized opportunity to broaden the Urban transport analyst profile. Hence, we propose an expansion of the qualifications criteria to include professionals with backgrounds in engineering and science across any domain. Additionally, we suggest a relaxation in the degree requirement to Graduation, provided candidates demonstrate experience in data analysis within the public/urban transport sector or any relevant field. This adjustment aims not only to attract a more diverse and skilled set of candidates but also to enhance the overall efficacy of the team. Please consider.	
<b>FIRM 3 :- Ernst &amp; Young LLP</b>				
68.	Section 1. Instruction to Bidders  1.1 Background	1.1.4 MTC has approached the Tamil Nadu Infrastructure Development Board (“TNIDB”), for support from the Project Preparation Fund (PPF) of TNIDB to provide funding for operationalising a Program Management Unit (PMU) for supporting MTC in coordination of activities being undertaken under various programmes.	Is the fund approved? How the project will be funded if fund is not approved by TNIDB?	The project has the necessary concurrences in place.
69.	Section 1. Instruction to Bidders  1.10 The	1.10.4 The first part - Technical Proposal should contain the scanned copy of the following documents: Technical Proposal	Form Tech 7 is marked as deleted at Page No. 64. Please clarify.	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
	Submission and Opening of Proposals	a) Payment of Earnest Money Deposit (EMD) (Only after payment of EMD, the bidder will be able to encrypt/upload their bids.) b) Form TECH A - Minimum Eligibility Experience c) Form TECH B - Consortium Agreement d) Form TECH C - Format for Certificate for Confirmation of Fee received e) Form TECH 1 - Technical Proposal Submission f) Form TECH 2 - Particulars of the Bidder g) Form TECH 3 - Power of Attorney for Signing of Proposal h) Form TECH 4 - Summary of Bidder's Experience i) Form TECH 5 - Bidder's Experience j) Form TECH 6 - Work Plan and Approach and Methodology Proposed k) Form TECH 7 - Work Schedule Form l) Form TECH 8 - Team Composition and Task Assigned m) Form TECH 9 - Curriculum Vitae of Key Personnel		
70.	Section 1. Instruction to Bidders 1.19 Substitution of Key Personnel	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.	Request to amend the clause as below.  · <i>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 5% of the remuneration of the personnel so replaced.</i>	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
71.	Section 1. Instruction to Bidders 1.19 Substitution of Key Personnel	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.	Request to amend the clause as below.  <i>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.</i>	Refer Addendum/ Corrigendum
72.	Section 2: Date Sheet Point no 8- Weightage	T = 70% and F = 30% S = St x 0.7 + Sf x 0.3	Considering the highly technical nature of the project, we would request the authority to keep the ratio between technical and financial score as 80:20 instead of 70:30.	RFP conditions shall prevail
73.	Section 2: Date Sheet Point no 11- Bid submission date	22.12.2023, Time: 16.00 Hrs	We would request the authority to extend the bid submission date to 01.01.2024, Time: 16.00 Hrs	Refer Addendum/Corrigendum
74.	Section 2: Date Sheet Point no 15- Minimum Eligibility Criteria	Financial Capacity: The Bidder/Lead Member (in case of consortium) should have a minimum annual average turnover of INR Five crores (Rupees INR 5 crores) as professional fees in the last three financial years preceding the Bid Submission End Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients. Fees received from audit advisory or audit consultancy, or audit	We would request the authority to fix the minimum average turnover of <b>INR Fifty crores</b> as professional fees in the last three financial years preceding the Bid Submission End Date	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		services will not be considered. The Bidder should have positive net worth as per the last audited financial accounts. (Institutions established by the Central Government or by any State Government, having no share capital, are exempted from fulfilling this requirement.)		
75.	Section 2: Date Sheet Point no 15- Minimum Eligibility Criteria	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.	We would request the authority to change the minimum project experience criteria to <b>at least 5 (five)</b> similar projects completed in India in the last 10 years preceding bid due date undertaken for any Central/State Government or its entities	RFP conditions shall prevail
76.	Section 3. Terms of Reference 3.2 Objective of the Assignment	3.2.4 The specific objectives include: i. To support MTC in implementing the initiatives identified under its Business Plan ii. Periodically updating the Business Plan iii. To coordinate the implementation of activities of MTC under CCP Program. iv. Integrate the activities of MTC under KfW and JICA funded program v. Participate & support MTC in discussions with Transport Department/Finance Department Government of Tamil Nadu (GoTN) for similar initiatives aimed at performance improvement of MTC	Pl clarify, how many stakeholders are part of this project?	Refer response at S. No 77 below
77.	Section 3. Terms of Reference 3.2 Objective of the Assignment	3.2.3. The scope of the PMU consultant shall be dynamic to cater to the evolution of MTC's business and the role it plays in the Public Transport Domain in Chennai in the years to come.	The term dynamic is vast in general, please clarify the purpose of the statement.	As is the practice for all PMU's, the specific activities to be taken up may not be limited to the ones listed in the RFP and the PMU should be open to support MTC in its emerging strategic requirements.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
78.	Section 3. Terms of Reference 3.8 Experience & Qualification Requirements for Key Personnel:	3.8 Experience & Qualification Requirements for Key Personnel	The scope of work defined under 3.3.1 of (B) (ii) Technology Adoption for Performance Monitoring & Service Planning indicating specific activities such as ticketing, business administration, operations, PIS, ERP which requires specific domain expertise. As per the scope, the consultant team is required to do an extensive work on upgrading and establishing ticketing and fare collection and solution across the geographical landscape of Chennai which includes, procurements, implementation and coordination with various stakeholders. Therefore, considering the in depth scope requirements, we request to include an AFC expert as a resource.	This component is being taken up as a part of TA offered by KfW and Hence a dedicated expert is not required. Further we would like to clarify that PMU's role will be limited to facilitating MTC by providing necessary technical support in coordinating with the KfW and other similar consultancies in the future.
79.	Section 3. Terms of Reference 3.8 Experience & Qualification Requirements for Key Personnel:	3.8 Experience & Qualification Requirements for Key Personnel	The scope of work defined under 3.3.1 of (B) (ii) Technology Adoption for Performance Monitoring & Service Planning indicating specific activities such as ticketing, business administration, operations, PIS, ERP which requires specific domain expertise.  As per the scope, the consultant team is required to do an extensive work on upgrading and establishing Vehicle tracking, PIS and Depot management activities across the geographical landscape of Chennai which includes, procurements, implementation and coordination with various stakeholders. Therefore, considering the in-depth scope requirements, we request to include an AVLS expert as a resource.	This component is being taken up as a part of TA offered by JICA and hence a dedicated expert is not required. Further we would like to clarify that PMU's role will be limited to facilitating MTC by providing necessary technical support in coordinating with the JICA and other similar consultancies in the future.

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
80.	Section 3. Terms of Reference 3.8 Experience & Qualification Requirements for Key Personnel:	3.8 Experience & Qualification Requirements for Key Personnel	<p>The scope of work defined under 3.3.1 of (B) (ii) Technology Adoption for Performance Monitoring &amp; Service Planning indicating specific activities such as ticketing, business administration, operations, PIS, ERP which requires specific domain expertise.</p> <p>As per the scope, the consultant team is required to do an extensive work on upgrading and establishing and implementing and procuring state of the Art ERP module for entire transport system across the geographical landscape of Chennai which includes, procurements, implementation and coordination with various stakeholders. Therefore considering the in depth scope requirements, we request to include an ERP expert as a resource.</p> <p>Besides, we believe with length and breadth of the customisation required for ITS applications and its fruitful adoption we would request authority to include Transport Operations expert in this PMU.</p>	<p>This component is being taken up as a part of TA offered by KfW and Hence a dedicated expert is not required.</p> <p>Further we would like to clarify that PMU's role will be limited to facilitating MTC by providing necessary technical support in coordinating with the KfW and other similar consultancies in the future.</p>
81.	Section 3. Terms of Reference 3.8 Experience & Qualification Requirements for Key Personnel:	Social Development cum Gender Specialist • Post Graduate Degree in Social Sciences: Sociology/ Social Works/Social Development/ Political Science/ Planning or equivalent	<p>We would request to keep the academic requirement as</p> <p><b>Post Graduate Degree in Management or Business Studies of Social Sciences.</b></p>	RFP Conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
82.	I. General Conditions of Contract (GC) 1. General provisions	1.5. Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.	Relevant details are not mentioned in reference clause in SC.	It will be updated at the time of signing of contract with the selected consultant.
83.	I. General Conditions of Contract (GC) 1. General provisions	1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.	Relevant details are not mentioned in reference clause in SC.	It will be updated at the time of signing of contract with the selected consultant.
84.	I. General Conditions of Contract (GC) 6. Consultants' personnel	5.1.1 i) Until submission & acceptance of First Mid Term Report: 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 Authority may impose, at its discretion,	Request to amend the clause as below.  · <i>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 5% of the remuneration of the personnel so replaced for the remaining period.</i>  · <i>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.</i>	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		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.		
85.	I. General Conditions of Contract (GC) 6. Consultants' personnel	5.1.2 ii) Third Annual Survey onwards till completion of contract:	Please clarify the understanding on Third Annual Survey.	Refer Addendum/ Corrigendum
86.	I. General Conditions of Contract (GC) 8. Payments to the consultants	8.5. The Client shall pay the Consultant's invoices within the period specified in SC from the receipt of such itemized invoices or acceptance of the report/deliverable pertaining to the invoice by the Client, whichever is later.	Relevant details are not mentioned in reference clause in SC.	Refer Addendum/Corrigendum
87.	I. General Conditions of Contract (GC) 4. Termination	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 after receiving written notice from the Consultants that such payment is overdue; or 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. iii. Within thirty (30) days, if the Client fails to comply with any final decision reached as a result	Request you to add the following language for 4.2. By the Consultants:  <i>"Consultant may terminate this agreement, or any particular services, immediately upon written notice to Client if Consultant reasonably determine that it can no longer provide the services in accordance with applicable law or professional obligations."</i>	RFP conditions shall prevail



S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		of arbitration proceedings pursuant to relevant clauses hereof;		
88.	I. General Conditions of Contract (GC) 4. Termination	4.3. 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, (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.	Kindly remove the sub clause (ii) since the clause does not defines the confidentiality period.  Kindly remove or replace the as below language for Sub clause (iii):  <i>"Notwithstanding the above any audit conducted shall be restricted to the physical files in relation to this agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to the Consultant's systems or hands on or intrusive testing will be permitted. Any third parties employed by Client to conduct such audit shall not be a competitor of the Consultant and shall agree to confidential obligations with the Consultant."</i>  Kindly remove the sub clause (iv).	RFP conditions shall prevail
89.	I. General Conditions of Contract (GC) 8. Payments to the consultants	8.6. Interest on Delayed Payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GC 8.5, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SC.	Relevant clause is not mentioned in SC. Please clarify?	Refer Addendum/ Corrigendum
90.	I. General Conditions of Contract (GC) 4. Termination	4.4. Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in	Kindly remove this clause.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all assignment documents under procedure described in this contract.</p>		
91.	<p>I. General Conditions of Contract (GC) 5. Obligations of the Consultants 5.2. Conflict of interest</p>	<p>5.2.1. The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Any breach of an obligation under Clause 5 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.</p> <p>5.2.2. Consultants Not to Benefit from Commissions, Discounts, etc.: The payment to the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole payment in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities</p>	Kindly remove this clause.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional payment.</p> <p>5.2.3. Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SC.</p> <p>5.2.4. Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>i. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;</li> <li>and</li> <li>ii. after the termination of this Contact, such other activities as may be specified in the SC.</li> </ul> <p>5.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this</p>		

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.</p> <p>5.2.6. Without prejudice to the rights of the Client under Clause 5.2.5 above and the other rights and remedies which the Client may have under this Agreement, if the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.</p>		

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
92.	I. General Conditions of Contract (GC) 5. Obligations of the Consultants	5.5 Documents Prepared by the Consultants to Be the Property of the Client All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. The client has full rights for reproduction of documents.	Kindly remove this clause.	RFP conditions shall prevail
93.	I. General Conditions of Contract (GC) 5. Obligations of the Consultants 5.2. Conflict of interest	5.7 Insurance to Be Taken out by the Consultants 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	Our professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement. Since the professional indemnity insurance policy is confidential, the terms of the policy shall not be disclosed.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>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 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>		
94.	<p>I. General Conditions of Contract (GC) 10. Responsibility for accuracy of Assignment documents General</p>	<p>10.1.1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the Assignment. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p>	Kindly remove this clause.	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		10.1.2. The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.		
95.	I. General Conditions of Contract (GC) 11. Penalty	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. 11.2. Encashment and appropriation of Performance Security: The Client shall have the right to encash and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the consultant in the event of breach of this contract or for recovery of penalty specified in this Clause. In the event any portion of the Performance Security is appropriated by the client, then immediately following such appropriation, the consultant shall replenish the Performance Security within 1 (one) month of its appropriation, and in the event of default by the consultant, client shall have the right to take such steps as it may deem necessary, including termination of this contract. c. it has taken all necessary corporate and other	Kindly remove this clause.	Refer Addendum/ Corrigendum

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;</p> <p>d. it has the financial standing and capacity to undertake the Assignment;</p> <p>e. this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;</p> <p>f. it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;</p> <p>g. there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.</p> <p>h. no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and,</p> <p>i. no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or</p>		



S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
96.	I. General Conditions of Contract (GC) 13. Miscellaneous	<p>attempting to influence any officer or employee of the Client in connection therewith.</p> <p>13.2. Indemnity: 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 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</p>	Kindly remove this clause.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		to any rights which the Client may have at common law, in equity or otherwise.		
97.	II. Special Conditions of Contract 13.2	The Consultant shall, subject to the provisions of the Contract, indemnify the Client for an amount not exceeding the value of the Contract for any direct loss or damage that is caused due to any deficiency in services.	Kindly remove this clause.	RFP conditions shall prevail
98.	II. Special Conditions of Contract 5.6 Limitation of the Consultants' Liability towards the Client	<p>Limitation of the Consultants' Liability towards the Client 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 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. 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. 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</p>	Kindly remove this clause, since the clause states liability for indirect or consequential loss/ damage and also liability is uncapped.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		actual as determined by the Good Industry Practice/Applicable law.		
99.	II. Special Conditions of Contract 5.7 Risks and coverage	<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. 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 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>	Our professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement. Since the professional indemnity insurance policy is confidential, the terms of the policy shall not be disclosed.	Refer response at S. No 92 above

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		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. 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.		
100.	General	-	Clarification required for the EMD release timeline from the authority.	EMD of the unsuccessful bidders shall be released within a period of 30 days.
101.	General	Extension of timelines	Referring to the overall timelines and clarifications we are seeking, We would request for atleast 2 weeks of extension of the timeline from the current deadlines.	Refer Addendum/ Corrigendum
<b>FIRM 3 :- Grant Thornton Bharat LLP (GTBharat)</b>				
102.	Page 26 SECTION 2. DATA SHEET	Minimum Eligibility Criteria Financial Capacity: The Bidder/Lead Member (in case of consortium) should have a minimum annual average turnover of INR Five crores (Rupees INR 5 crores) as professional fees in the last three financial years preceding the Bid	We request the authority to modify this clause as: Kindly increase the average annual turnover of at least INR 100 crores as professional fees in the last three financial years. This shall enable firms with a proven track record in handling projects of similar	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		Submission End Dat Minimum Eligibility Criteria Financial Capacity: The Bidder/Lead Member (in case of consortium) should have a minimum annual average turnover of INR Five crores (Rupees INR 5 crores) as professional fees in the last three financial years preceding the Bid Submission End Dat	nature and scale. This will encourage reputable companies to submit high-quality proposals, and provide subject matter experts with the requisite experience and expertise.	
103.	Page 27 SECTION 2. DATA SHEET	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. *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.	We request the authority to modify this clause as: 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. *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 Development of Transport infrastructure / Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program/projects OR Smart city advisory or Restructuring of public transport undertakings.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
104.	Page 28 SECTION 2. DATA SHEET	Scoring Parameter 1: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years.	We request the authority to modify this clause as: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for 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 Development of Transport infrastructure / Development of Urban Infrastructure Program/projects OR Smart city advisory or Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years	RFP conditions shall prevail
105.	Page 28 SECTION 2. DATA SHEET	<b>Scoring Parameter 2:</b> Experience of Advisory in preparation of Strategic Road Map/Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years	We request the authority to modify this clause as: *Similar Project Experience – Experience of 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 Development of Transport infrastructure / Development of Urban Infrastructure Program/projects OR Smart city advisory or Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years	RFP conditions shall prevail
106.	Additional Clause	Parent company/ Associate Company	We request the authority to consider the Credentials of parent company/ subsidiary company /Associate Company of the bidder.	Refer response at S. No 1 above

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
			Multi-National Companies have different organizations/subsidiaries to deliver varied set of services to clients in India to avoid institutional risks. Considering this aspect, we humbly request the authority to allow the Credentials of the parent company/ subsidiary company /Associate Company of the bidder to be incorporated which has been an established and widely operational company in India for more than 20 years and is undertaking the advising of Government projects.	
107.	Additional Clause	Indemnity Clause	We suggest that <b>indemnity should be mutual</b> , and the Consultant shall also be indemnified by the Client for any third-party claims and for claims arising due to any fraud, misrepresentation or omission of facts by the Client or its personnel. The aggregate liability of Consultant/ Bidder under this clause shall be capped to the fees paid by the Client to the Consultant/ Bidder for the assignment	RFP conditions shall prevail
108.	Additional Clause	Limitation of liability clause	We would request the authority to kindly add the Limitation of liability clause not exceed the total contract value under the Terms of Reference	RFP conditions shall prevail
109.	Additional Clause	Retention of copies of confidential information	We would request the authority to kindly add the Retention of copies of confidential information clause, which is required for legal or professional regulatory purposes, under the Terms of Reference	RFP conditions shall prevail
110.	Additional Clause	Compelled disclosure of confidential information and termination right	We would request the authority to kindly add the Compelled disclosure of confidential information and termination right clause under the Terms of Reference. Termination rights must be mutual and be available to the	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
			Firm/Bidder in case i) its fees are not paid within the contractually agreed period; ii) if the Client does not comply with the terms of the Agreement/RFP	
111.	Page 25 SECTION 2. DATA SHEET	Bid Submission End Date Date: 22.12.2023, Time: 16.00 Hrs	We have carefully examined the RFP and we are keen to participate for the and extend our services acknowledging the vision and objectives of the department. Considering the requirement of Key personnel identification & EMD requirements, the time period given for submission is not sufficient and hence request for an extension of at least Three (3) weeks from the date of Response to queries.	Refer Addendum/Corrigendum
<b>FIRM 3 :- Infrastructure Development Corporation (Karnataka) Limited (IDECK)</b>				
112.	Section-2 Data Sheet S.No.16	Experience of Applicant: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years	In the Similar project experience it is mentioned as “....Program Management Units/ Program Management Consulting for coordinating and implementing Urban Infrastructure Program OR Restructuring of public transport undertakings” However in the marking, it is mentioned as only restructuring of public transport undertaking for any central/state government. Kindly request you to include the PMU/Project Management Consultant for coordinating and implementing Urban infrastructure program for the purpose of markings. This would bring more quality competition to this tender	RFP conditions shall prevail



S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
113.	Section-2 Data Sheet S.No.16	Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years	Kindly request you to modify this as “Advisory for Preparation of Strategic Road Map/Business Plan/restructuring plan for infrastructure projects for any central/state government entities. This would broaden the competition and also fit in the overall requirement of the project experience.	RFP conditions shall prevail
114.	Section-2 Data Sheet S.No.15	Documentary Proof: Copy of Letter of Award/Work Order/ Contract agreement from the client and the Completion certificate issued by the client along with contact details of the client	Kindly request you to accept the certificate from Statutory Auditor/Certified Auditor for the purpose of documentary proof along with letter of award/work order/contract agreement.	Refer Addendum/Corrigendum
115.	General	Bid Due Date	Kindly request you to extend the due date at least 2 weeks from publishing the pre-bid responses.	Refer Addendum/Corrigendum
<b>FIRM 3 :- Delhi Integrated Multi – Modal Transit System Ltd., (DIMTS)</b>				
116.	FORM TECH 3 - Power of Attorney for Signing of Proposal	The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.	The common seal requirement for power of attorney requires approvals from our Board of Directors who are very senior Government officials of Delhi Government, which takes considerable time in adhering to various procedures and formalities.  Hence, it is requested to allow to use the company rubber stamp affixed instead of common seal.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
117.	Section -2 Data sheet, Page No.27 Technical Proposal Scoring	Scoring Parameter 1: Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years - 14 Marks  (1 Assignment – 8 Marks, 2 additional marks for every additional assignment thereafter)	We request the client to kindly consider the project experience in last 15 years.	RFP conditions shall prevail
118.	Section -2 Data sheet, Page No.28 Technical Proposal Scoring	Scoring Parameter 2: Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years - 6 Marks (2 Marks for every assignment)	We request the client to kindly consider the project experience in last 15 years.	RFP conditions shall prevail
119.	Section 2. Data sheet, Page No.25	Performance Security 5% of the Contract value	We request you to allow performance security @3% of the contract value considering GOI guideline.	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
120.	Clause 3.8, Page No.38	<p>Education Qualification &amp; Experience Requirement:</p> <p>1. Team Leader cum Urban Transport Specialist: B.E./B.Tech/ B. Arch with Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent</p> <p>Urban Transport Analyst Post Graduate Degree in Transport Planning/ Traffic &amp; Transportation Engineering/ Transport Infrastructure Planning or equivalent</p>	<p>We request the client to Kindly modify this criterion as below:</p> <p>B.E./B.Tech/ B. Arch with Post Graduate Degree in Transport Planning/ Traffic Engineering / Transportation Engineering/ Transport Infrastructure Planning or equivalent</p>	Refer Addendum/Corrigendum
121.	Cl. 15. Minimum Eligibility Criteria, Page No.26	<p>Document Proof:</p> <p>Copy of Letter of Award/Work Order/ Contract agreement from the client and the Completion certificate issued by the client along with contact details of the client. Such document should clearly mention the scope of work for establishing Similar Project Experience as defined above.</p> <p>Claimed experience should be supported with necessary proof, to be considered for evaluation and scoring of Technical Proposal. In the absence of a completion certificate, the Bidder should enclose minutes of meeting issued by client as proof for completion or certificate from Statutory Auditor certifying 100% fee received for such assignment, as per FORM TECH C given in RFP.</p>	<p>As you are aware that completion certificate is difficult to procure from govt. Client Request you to amend the clause as given:</p> <p>Document Proof:</p> <p>Copy of Letter of Award/Work Order/ Contract agreement from the client / Completion certificate issued by the client along with contact details of the client for both ongoing projects as well as completed projects to substantiate the claim</p>	Refer Addendum/Corrigendum
122.	General	Resources Suggested	<p>Operation Research/ Data Analyst (Nos. 1) On-site, Full time; Graduate engineer/ PG in Statistics Minimum 8 years of relevant experience</p>	RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
123.	General	Resources Suggested	Bus Operations Expert (Nos. 1) On-site, Full time; Graduate engineer/MBA Minimum 20 years of experience in public bus transport preferably from the STU background	RFP conditions shall prevail
124.	General	Resources Suggested	IT Expert (Nos. 1) On-site, Full time; Engineering Graduate /MCA Minimum 10 years of experience Experience in ITS	RFP conditions shall prevail
125.	General	Bid Submission due date	We kindly request client to provide at least 3 weeks' time to the Consultants for submission of the proposal from the date of issue of response to prebid Queries/ Clarifications	Refer Addendum/Corrigendum
126.	Section 2 Data Sheet 15. Eligibility criteria 16. Technical proposal scoring  Page 27	<b>Minimum Project Experience:</b> 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.  *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.	The number of PMU projects carried out in the field of bus transport is very limited in the country. Same is the case with metro rail sector wherein the majority of PMC work is for construction supervision etc. Hence, the current eligibility and scoring criteria 1/scoring criteria 2 to bus and metro rail sector will limit the competition. Hence, we request you to consider projects from associated transport sectors like airport and railways wherein scope of work undertaken is similar in nature to the ToR requirement.	Experience of Sub-urban rail is already being considered.  RFP conditions shall prevail

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p><b>Scoring Parameter 1:</b> Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years</p> <p><b>Scoring Parameter 2:</b> Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years</p>		
127.	<p>Section 2 Data Sheet</p> <p>15. Eligibility criteria</p> <p>16. Technical proposal scoring</p> <p>Page 27</p>	<p><b>Minimum Project Experience:</b> 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>*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</p>	<p>Sometimes PMU projects are long-term and still underway. While 80% of the projects could have been completed, the corresponding 80% of payment may not have been collected. Hence, we request you to consider projects wherein 50% of fees have been collected.</p>	<p>Refer Addendum/Corrigendum</p>

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<p>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><b>Scoring Parameter 1:</b> Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years</p> <p><b>Scoring Parameter 2:</b> Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years</p>		

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128.	<p>Section 2 Data Sheet</p> <p>15. Eligibility criteria</p> <p>16. Technical proposal scoring</p> <p>Page 27</p>	<p><b>Minimum Project Experience:</b> 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>*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><b>Scoring Parameter 1:</b> Experience of Program Management Consultancy (PMC)/Program Management Units (PMU) for Implementation of Strategic Road Map/Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring of public transport undertakings for any Central/State Government or its entities during the last 10 years</p>	<p>Sometimes, projects are not directly undertaken by the state/central government entities but they are contracted out by the international donor agencies. Hence, we request you to consider the projects of similar nature contracted by the international donor agencies for state/central government entities.</p>	<p>Refer Addendum/Corrigendum</p>

S.N	Reference in RFP	Description in RFP	Requested Revision / Clarifications	Reply
		<b>Scoring Parameter 2:</b> Experience of Advisory for Preparation of Strategic Road Map/ Business Plan/Service and technology upgradation plan towards Operations or Maintenance or Augmentation of Public Bus System/ BRTS/ MRTS/ Sub-urban Rail/Metro OR Restructuring plan of public transport undertakings for any Central/State Government or its entities during the last 10 years		