

**UTTAR PRADESH METRO RAIL CORPORATION LIMITED**

Administrative building, Vipin Khand, Gomti Nagar, Lucknow - 226010

E-mail id- cecontractlmrc@gmail.com

No. UPMRC/CE-Contract/KNPAGGC-01/2019-20

Date: 19.02.2020

**To,
All Bidders****Subject:** - Reply to Pre-bid queries & Addendum-01 for tender KNPAGGC-01.**Ref:** - **Tender Tender KNPAGGC-01:** General Consultancy Services for Kanpur & Agra Metro Rail Projects.

Dear Sir,

Please find enclosed herewith the Reply to Pre-bid queries and Addendum-01 to the tender KNPAGGC-01. Further, the tender submission/opening dates are revised as follows:

- | | | |
|---------------------------------------|---|-----------------------------------|
| ▪ Last date of issuing addendum | : | 19.02.2020 |
| ▪ Date & time of Submission of Tender | : | 13.03.2020 up-to 15:00 Hrs |
| ▪ Date & time of opening of Tender | : | 13.03.2020 @ 15:30 Hrs |

Enclosure: As Above**(Deepak Gupta)
Chief Engineer/Contract**

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SNO	Clause No	Tender condition	Tender's Queries for confirmation/modifications/suggestions	UPMRC's Reply
1	1.2, vol-1-section 2 : Instructions to consultants.	The services shall include tender packaging, preparation.....	It is stated that UPMRC is carrying out the supervision & contract management of civil construction of elevated stations & viaducts. It means E& M component in stations, supervision of bearings etc of viaducts of the works is also being supervised by UPMRC. Please confirm.	As per Tender conditions. Kindly also refer para 1.0 of Appendix II of TOR.
2	3.1.1-D, Vol 2: General	Notes on Evaluation Methodology: Criteria III (Viz Qualification, experience & competence of the key staff to be deployed)..... iii. Experience in the assigned task-Weightage 50% Experience in same rank or equivalent for atleast 5 years in the relevant field will earn full marks. For lower periods of experience, marks will be given proportionately. Experience at a rank one below will be given marks at half of the above. v. b-For all other positions:.....	The criteria of evaluation for the Qualification, experience & competence of the key staff to be deployed does not consider for the total experience of the key personnel. It seems to logical to include the factor of total experience with the revisions listed as under. I. K1 position shall have total 20 yrs in railway or railway related industry out of which 7 yrs in Metro/MRTS. Shall have worked in atleast 1 metro. II. K2 position shall have total 15 yrs in railway or railway related industry out of which 5 yrs in Metro/MRTS. Shall have worked in atleast 1 metro. Evaluation criteria: Full marks on 100% compliance of qualification & experience. In case of less experience and /or qualification, reduced marks shall be allocated. III. It is requested that for positions other than expatriates, developed country & developing country experience shall not be considered in the evaluation as the experts are locals. Only Experience of India shall suffice and 15% country experience component shall not be considered in evaluation.	As per Tender conditions.
3	Criteria IV, Clause 3.2 of Vol-2: General.	Suitability of skills transfer programme(training) Appendix III-9 –relevant services carried out in the last 5 years by consortium. Weightage 5%(400 Marks)	The skill transfer depends on the terms of contract, we have executed. Instead of basing, the evaluation on items done in the past contracts, it should be done on items contemplated in this contract. Therefore, this criteria may please be modified based on submission of the training methodology & grade wise evaluation.	As per Tender conditions.
4	Vol 2: General	Notes on Evaluation Methodology: A: Criterion I (viz Specific Experience): For" Experience on Eligible projects" the bidder having done 10 or more number of eligible projects will get 100% of the maximum number for this sub-criterion. Other bidders having done lesser number of eligible projects will be awarded proportional points.	The eligible projects of 10 Nos or more are too much and the number shall be reduced to 3 or 4 No. Please modify.	As per tender conditions.
5	Vol 2: General	Notes on Evaluation Methodology: A: Criterion I (viz Specific Experience): ii. For " Man-months of categories given in 3.1.1.(D) The bidders having provided in eligible projects will get 100% of maximum marks for this sub- criteria. The bidders having provided lesser number of man months in eligible projects will be awarded points based on number of man months provided by them in eligible projects. In evaluating the man-months, each month provided in eligible Projects for a position classified as K1 in para 3.1.1 (D) will be counted as one month. Each month provided for a position classified as K2 will be counted as 0.75.	As in this criteria, no factor is taken care by total man months and the clause may please be modified by considering the total man months. Evaluation should not be only for K1 & K2 positions but by considering total man months. Moreover, client does not give specific position wise break up in man months while issuing certificates.	As per tender conditions. Evaluation for this criteria shall be done for K1 & K2 categories. Please also refer Annexure 01 & 05 of Addendum-1.



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6	Vol 2: General Appendix III-2 & clause 3.1.1 A	<p>Appendix III-2 & clause 3.1.1 A</p> <p>A. Relevant services carried out.....</p> <p>Ø Eligible Projects means Consultancy services carried out.....</p> <p>B. Field of professional services provided viz as a General Consultant i.e Project Management or construction supervision Consultant or Detailed Design Consultant or Proof check Consultant(Appendix III-2)</p>	<p>In Appendix III. Under Note: Information sought is for Metro rail projects wherein consultancy cost of the contract by single entity/Group (Any partner of the group) item 7 is equal to or more than Rs 100 Cr is mentioned. But in the 1st para of the Appendix III-2 it states that " each eligible project for which your firm either individually as a corporate entity or as one of the major companies within consortium was legally contracted by employer" is mentioned.</p> <p>Further, in clause 3.1.1 A it is stated that " eligible Projects fees/payments valued at not less than INR 150 Cr have been received by the members of consortium in last 7 years".</p> <p>Please clarify the followings:</p> <ol style="list-style-type: none"> 1. What will be considered for evaluation - Consultancy cost of 100 cr or fee valued 150 Cr. 2. Fee received valued not less than Rs 150 Cr should have been received by consortium of that projects. <p>CVs of K1- 13 positions (Expatriates) & 11 (Local) & K2- 7 positions to be submitted by bidders. But 6b i.e senior rolling stock expert (electrical) in the table in the clause, is denoted with ++ sign means denotes that this position will not be considered for evaluation and cv not required to be submitted. Please clarify.</p> <p>CVs of K2- 7 positions to be submitted by bidders. Please clarify whether K2 positions for Agra & Kanpur to be submitted separately means 14 Cvs of K2 positions i.e 7 Nos cv for Agra & 7 Nos of Cvs for Kanpur to be given. Please confirm.</p>
7	Clause 3.1.1(D), Vol 2: General	Clause 3.1.1 (D)	<p>CV of position no 6(b) is to be submitted. Please refer Annexure 06 of Addendum-1.</p>
8	Clause 3.1.1(D), Vol 2: General	<p>.... GC will support construction supervision & contract management of car maintenance depot & OCC wherever so desired by UPM/R.C.GC shall be responsible for proof checking of designs submitted by DDC for elevated sections, car maintenance depot and operation control centre.</p>	<p>Yes, 13 Nos CVs of K2 positions i.e. 07 Nos. for Kanpur & 06 Nos. for Agra are to be submitted.</p>
9	Clause 1.0 of Vol 2: TOR	<p>Clause 1.2- As regards the operation and maintenance of Kanpur & Agra Metro, the contracting will decide on an appropriate..... the scope of work under current TOR excludes O&M services in relation to post construction operation and maintenance of the project line.</p>	<p>Positions for the depot in K1 & K2 positions may please also be included. Chief Depot facility Expert -K1 & senior Depot RE-K2.</p>
10	Clause 1.2 of Vol 2: TOR	<p>Clause 1.2- As regards the operation and maintenance of Kanpur & Agra Metro, the contracting will decide on an appropriate..... the scope of work under current TOR excludes O&M services in relation to post construction operation and maintenance of the project line.</p>	<p>Please confirm whether O& M is excluded. However, key positions K1 & K2 are indicated in the clause 3.1.1 D. GC positions table.</p>
11	Clause 3.22, Vol 2: TOR	<p>Preparation of preliminary design for elevated portions/elevated stations And service & Residential building</p>	<p>Heading should be kept as Review of preliminary design for elevated portions/elevated stations And service & Residential building</p>
12	Clause 2.8, Vol 2: GCC	<p>Termination by Employer.</p> <p>g. If employer, in its sole discretion and for any reason what so ever, decides to terminate this contract</p>	<p>In clause 2.8, sub para g shall be deleted as the same is vague.</p>
13	Clause 3.11.2 & 3.11.4, Vol 2: GCC	<p>The performance Guarantee shall be valid for three years beyond the certified date of commissioning of the project.</p>	<p>Validity shall be modified from three years to one years beyond the certified date of commissioning of project. Please modify.</p>
14	Clause 6.4 f, Vol 2: GCC	<p>f. Penalty equivalent to 20% of monthly billing rate of an expert will be recovered for the period of non -deployment of the expert as per the agreed programme.</p>	<p>Percentage of penalty may please be changed from 20% to 10% as being done by other metros. Pl modify.</p>
15	Clause 6.4 f, Vol 2: GCC	<p>g. Overall replacement of key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied.</p>	<p>As the staff attrition is not in the control of consultants and is normal phenomenon. Hence this clause shall be deleted as consultants are arranging for the replacement of key experts.</p>



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16	S.No-8-Ref no of GCC Clause 3.5.- c, vol-2:SCC	c) validity of P11 shall be upto 3 years beyond date of completion.	Validity of P11 may please be reduced from 3 years to 1 year.	As per Tender conditions.
17	Appendix XVIII.4 of Vol 3: Financial proposal	Final Report, 15 Nos of copies per volume	But in clause 6.10 of TOR, final report, 10 Nos copies are stated. Please confirm.	Please refer Annexures 04, 09 & 11 of Addendum-01.
18	Appendix XVIII.4 of Vol 3: Financial proposal	Bid Evaluation Reports 10 are stated.	But in clause 6.3 of TOR, 8 Nos copies are mentioned. Pl confirm.	Please refer Annexures 04, 09 & 11 of Addendum-01.
19	Letter of Invitation	Date & Time of submission deadline for proposal -02.03.2020	May please be extended by another 4 weeks.	Please refer Annexure 24 of Addendum 01
20	1.1.b, Section-3	Vol-1, b) The applicant should have done during the last 07 years (from 2012-13) to 2018-19).....	As this is high value work and very few works of this nature exist in domestic market, hence it is requested that the same may please be modified to the following: "The applicant should have done during the last 12 years (from 2007-2019)".	As per tender conditions.
21	3.1.1-D, General	Vol-2, 13 expatriates-K1 Position	The following positions out of 13 expatriates, K1 position may please be changed to locals: 1. Chief Program Expert, 2. Chief Geo Technical expert. (15+ years experience in Geo Technical field), 3. Chief Traction Power, SCADA & MIMIC Panel 4. Chief Rolling stock Expert 5. Chief Contract Expert.	As per tender conditions.
22	Clause 3.1.1, D, Vol 2, Page 5	The Key Staff for the assignment will be evaluated with respect to the following list of tasks/positions (except the positions marked with ++) i.e. CVs for all K 1 positions and 7 (Seven) K 2 positions (viz. 1.1b, 2.1c(ii), 2.1 c (iv), 2.1 c (v), 3 b (ii), 4 c (i) and 6 b) are required to be submitted by bidders. The marks for each category of positions are given in brackets. Bidders may note the same while giving details in Appendix III-6 and AppendixIII-7.	The position at 6 b) is marked with ++. Hence, we understand that a CV for this position is not required to be submitted with the technical proposal. Please Confirm. Additionally, we request the Client to kindly confirm the minimum total experience requirement for K1*, K1 and K2 experts. Please Confirm.	Refer Annexure 06 of addendum 01 As per tender conditions. Please also refer Clause 3.1.1 D of General, Vol-2.
23	Notes, first bullet, Vol 1- Section 3, Page 10	Client reference certificate and other documentary evidence must also be enclosed in support of the claim failing which the claim of the Applicant will not be considered. Amounts will be escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto 31.10.2019 for calculating the fee value. Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.	We request the Client to kindly freeze the date for Selling rate of exchange as date of publication of this RFP i.e. 13.12.2019. Please Confirm.	As per tender conditions.
24	Clause 1.1 b), Vol 1 - Section 3, Page 10	"Similar Consultancy Works" means Consultancy Contracts for General Consultants, Project Management Consultant or Detailed Design and Construction Supervision Consultant for MRTS / High Speed Rail projects.	We understand MRTS Projects includes all rail systems except Tramways and Monorail. Please Confirm.	Yes. MRTS projects includes all rail based systems having dedicated Right of Way (ROW), excluding Tramways and Monorail.
25	Notes on Evaluation Methodology, Clause C, (iii), Page 16	Experience in the same rank or equivalent for at least 5 years in relevant field will earn full marks.	Please clarify whether MRTS/HSR both experiences can be considered in this criterion?	Yes. As per tender conditions.



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26	Notes on Evaluation Methodology. Clause C, (v) (b), Page 17	For all other positions: Developed Country experience exceeding 1 year - 50% Developing Country experience exceeding 1 year - 50% (Experience of less than 6 months in each category will be ignored; experience of 6-12 months will be given half the eligible mark)	We request the Client to remove this criterion for local/national positions. Hence, these 15% marks can be added to the criterion for (iii) Experience in the assigned task so that the Weightage for this criterion becomes 65% instead of 50 %. Please Confirm.	As per tender conditions.
27	Clause 3.1.1, D, Vol 2, Page 6	Position 4. a) i). Chief Signaling Expert	Due to the complexity in the recently adopted CBTC system in India, there are very few candidates with this expertise. Hence, we request the Client to change this position to an internal expert. Please Confirm.	As per tender conditions.
28	Notes on Evaluation Methodology. Clause C, (i), Page 16	Post-Graduation in Engineering/MBA after Engineering Graduation degree in respective field 100% Engineering Graduates in respective field 75% Diploma of three-year duration in respective field 50%	In view of the numerous ongoing similar projects in India, it is very difficult to find key experts. Hence, we request the Client to kindly modify the educational criteria as below: Post-Graduation in Engineering/MBA after Engineering Graduation degree in respective field 100% Engineering Graduates in respective field 90% Diploma of three-year duration in respective field 75%	As per tender conditions.
29	Notes on Evaluation Methodology. Clause C, (i), Page 16	(ii) Professional Training/ Attachments/ Membership (Weightage: 10%) - attached to teaching/research institutions. (1 mark per attachment) - short term training course not less than a month on task assigned (1 mark per course) - Membership of local reputed institutions, foreign institutions/bodies (1mark per institution; subject to maximum of 10marks)	We request the Client to kindly modify this requirement since there are hardly any experts who would have 10 Professional Training/ Attachments/ Membership. We propose this criterion to be considered as below: (i) Professional Training/ Attachments/ Membership (Weightage: 5%) - attached to teaching/research institutions. (2 mark per attachment) - short term training course not less than a month on task assigned (2 mark per course) - Membership of local reputed institutions, foreign institutions/bodies (2 mark per institution; subject to maximum of 5 marks) We propose the remaining 5% marks from this criterion can be added to the (iii) Experience in the assigned task (Weightage:50 %).	As per tender conditions.
30	NIT, Vol 1 - Section 1, Page 3	Date and Time of the submission deadline for Proposal: 02.03.2020 upto 15:00 Hrs (IST)	We understand the Client will provide at least 4 weeks' time for submission from the Last date of issuing reply to Pre-bid Queries & issue of Addendum. Please Confirm.	Please refer Annexure 24 of Addendum 01
31	Clause 1.2, Vol 1 - Section 3, Page 11	In Case of JV/Consortium – the tenderer must fulfill the following conditions: 1. Each partner to have minimum 20% of minimum requirement. 2. All partners put together should meet the minimum requirement as per their percentage participation.	A wholly owned subsidiary who doesn't have the 20% of the required Financial Eligibility Criterion, can this subsidiary be considered, if its part of share of financial eligibility is sufficed by its parent company along with an undertaking for the same? Please Confirm.	As per tender conditions. Only the projects executed by the bidding consortium or its constituents (either as a single entity or as a part of JV/Consortium) shall be considered.
32	Clause 1, Vol 1 - Section 3, Page 10	ELIGIBILITY CRITERIA FOR SHORTLISTING OF APPLICANTS The Applicants may be a single entity or a JV/Consortium, coming together to offer their services as General Consultants to Uttar Pradesh Metro Rail Corporation Limited for Kanpur & Agra Metro Rail Project. The JV/Consortium as a whole must satisfy both Technical and Financial eligibility criteria.	While there for the Financial Criteria each JV member must fulfill the percentage participation, there is no minimum criteria for JV partners in Technical Hurdle criteria. We request the Client to kindly modify the criterion for JV members so that each member of the JV should qualify the minimum requirement of at least One "Similar Consultancy Works" each costing not less than Rs.1500/- million (US\$ 21 million). A non-eligible JV partner or partners who have not worked or have undertaken such large project in Metro/ MRTS / High Speed will not be able to provide Technical support and will not have a back office support due to lack of experience. Also they would not bring any value engineering to the project or support. Instead a wholly owned Indian subsidiary of the Bidder/ JV partner should be allowed / preferred to participate as they will be under the control of responsible JV partner and also will help in the local support for logistics and other issues. They can be a nonsubstantial partner with a 20% maximum share in the JV and would not be evaluated for the purpose of Technical & Financial hurdle criteria. Hence, request you to keep mandatory for each JV partner to qualify with experience of "Similar Assignment of Metro/ HSR project completed / substantially completed with fee received not less than Rs.1500/- million (US\$ 21 million). Please Confirm.	Please refer Annexure- 12 of Addendum-01.



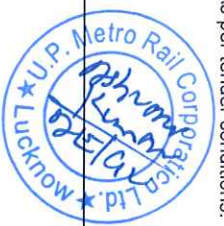
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33	Clause 3.1.1, Vol-2 General, Page 4	"Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant.	We request the Client to kindly modify this requirement as below: "Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design cum Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant. Since, GC's scope is majorly into supervision, hence, a DDC project can't be an eligible assignment. Please Confirm.	Please refer Annexure 01 of Addendum 01
34	Notes on Evaluation Methodology, Clause C, (ii), Page 16	(ii) Professional Training/ Attachments/ Membership (Weightage: 10%) - attached to teaching/research institutions. (1 mark per attachment) - short term training course not less than a month on task assigned (1 mark per course) Membership of local reputed institutions, foreign institutions/bodies (1 mark per institution; subject to maximum of 10marks)	We request the Client to elaborate the methodology for calculating marks for this criterion. Please Confirm with an example.	Refer Clause C (ii) of Notes on Evaluation Methodology (Pg 16).
35	Clause 3.1.1, D, Vol 2, Page 5	The Key Staff for the assignment will be evaluated with respect to the following list of tasks/positions (except the positions marked with +++) i.e. CVs for all K 1 positions and 7 (Seven) K 2 positions (viz. 1.1b, 2.1c(ii), 2.1 c (iv), 2.1 c (v), 3 b (ii), 4 c (i) and 6 b) are required to be submitted by bidders. The marks for each category of positions are given in brackets. Bidders may note the same while giving details in Appendix III-6 and AppendixIII-7.	We request the Client to kindly confirm if the minimum total experience requirement for K1*, K1 and K2 experts can be considered as 15 years? We understand that a person working at the same position for 5 years should have atleast 15 yrs Total experience and then only they can be eligible to hold such key position for last 5 years. Please Confirm.	As per tender conditions
36	Clause 9, Vol 1 – Section 1, Page 3	Bid Security/Earnest Money Deposit (EMD) INR 20 Million (Rs. Two Crores Only) in favour of Uttar Pradesh Metro Rail Corporation Limited (Proforma enclosed in Annexure-2 of ITC)	Due to the stringent deadlines for the submission of the proposal, we request the Client to kindly allow Lead member of the JV to submit the bank guarantee (EMD) for the complete JV as procuring a bank guarantee in the name of the JV is a tedious and time consuming process where a bank guarantee usually takes more than 3 weeks. Please Confirm.	Bid Security/Earnest Money Deposit (EMD) can be submitted by any member of JV/Consortium.
37	10, para9 & page no 104 Para 9	Para 9 Time of completion Para 9 Duration of Services	Duration of Project As per para 9 on page 10 of RFP, the time of completion of services is mentioned as 60 months. However as per page 104, para 9 the duration of services is mentioned as 48 months. There is discrepancy in the both and hence is requested that the duration of the project may please be informed.	Please refer Annexure 10 of Addendum 01
38	132 of GCC : 6.2 (g)	Exchange of Key Experts (clause 6.2(g) GCC):	Exchange of Key Experts (clause 6.2(g) GCC): As per the RFP, it is mentioned that exchange shall be limited to 10% during year 1+2 and to 20% during subsequent years. "If replacement exceeds these limits a penalty of 20% of the replaced man months shall be levied." It is assumed that such penalty would only be applied once during the relevant year but not in subsequent years. Please confirm.	As per tender conditions
39	Page 16	v) Country experience (15 %)- The criteria for Country Experience for Foreign/expatriate Experts given in Para 3.1.1.(D) is mentioned as under: • marks for developed country experience exceeding 5 years - 60% marks for Indian experience of at least 1 year - 20% marks for experience in other developing countries exceeding 1 year - 20%	Country Experience for Foreign/Expatriate Staff It is requested that many of the expatriate experts will be having developing countries and not necessarily India, so the above criteria may be relaxed as under : • marks for developed country experience exceeding 5 years - 60% • marks for Indian/other developing countries experience of at least 1 year - 20% Kindly confirm.	As per tender conditions
40	LOI, Page 3 (VIII) Date of Submission	Date and Time of the submission deadline for Proposal 02.03.2020	We request to give 4 weeks from the date of Prebid replies for submission	Please refer Annexure 24 of Addendum



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41	Letter of Invitation, Page 2, Clause-3	The projects shall be financed partly through equity contribution from Govt. of Uttar Pradesh (UP) and Govt. of India (GOI) and partly may be through loan from external funding agency for which necessary process is on.	We request to confirm guidelines of which bank is to be followed for selection of consultants and what is the status of the loan agreement.	Process for finalization of bank is on. After finalization, details will be shared with GC.
42	Section 2/ ITC, Page -4, Clause-1.6	For Agra Metro Project, all the above terms and conditions of the tender including the floating of tender, award of tender and execution of the tender shall be subject to the direction/ orders/modifications issued by the Hon'ble Supreme Court of India Government and/ or other Statutory bodies from time to time.	Kindly elaborate what all modifications may arise from time to time as it will lead to the major implications for the consultant. We believe that Taj Trapezium Zone Authority (TTZ) has not given NOC for the construction of Agra metro. Besides the fact that the Supreme Court, so far, has not permitted cutting of trees, the project is yet not approved by TTZ, forest department, Archaeological Survey of India (ASI). Kindly update the status.	Hon'ble Supreme Court has referred the matter regarding implementation of Agra Metro Rail Project to CEC (Central Empowered Committee) for considering its impact on the environment. Committee has submitted its report to Hon'ble Supreme Court on 10.02.2020. Clearances from relevant authorities are under process.
43	Vol. 1 – Section 3: Prequalification/Shortlisting Criteria, Page 10, Clause-1.1.b	Technical Eligibility Criteria: If the above "Similar Consultancy Work"*** of value as under (i) / (ii) / (iii) has been done by the foreign partner of JV/consortium and was done in the country of the foreign partner then in addition to this work, the foreign partner must have done at least one "Similar Consultancy Work"*** equal to or more than Rs.1500/- million (US\$ 21 million) outside the country of the foreign partner.	We believe that criteria outside the country of the foreign partner is not limited to the experience of MRTS / High Speed Rail projects. It can be any infrastructure projects for General Consultants, Project Management Consultant or Detailed Design and Construction Supervision Consultant. Same was applicable in EOI of Lucknow metro GC.	As per tender conditions
44	Vol. 2: General, Page -4, Clause 3.1.1	"Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects.....	We believe alone Detailed Design project will not fall under the category of eligible projects, it has to be detail design & construction supervision consultant only. Pl confirm.	As per tender conditions. Please also refer Annexure 12 of Addendum 01
45	Vol. 2: General, Page -4, Clause 3.1.1	"Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant. Amounts relating to years prior to 2018-19 will be escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto 31.10.2019 for calculating the fee value. Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.	Since the closure of the financial year in Europe is Jan to Dec, so we believe that the fee received during the last 7 years in case of European firms shall be years 2013 to 2019 in case financial year is Jan-Dec).	Please refer Annexure 01 of Addendum 01
46	Vol. 2/ General, Page 14, Clause-A	Notes on Evaluation Methodology: Criterion I (viz. Specific Experience): (i) For "Experience on eligible projects" the bidder having done 10 or more number of eligible projects will get 100% of the maximum marks for this sub-criterion. Other bidders having done lesser number of eligible projects will be awarded proportioned marks with respect to 10 points based on proportion of number of eligible projects carried out/being carried out by them	A firm meeting the minimum eligibility criterion is envisaged to possess required capability to provide GC services of the project. Mere possession of higher number of eligible assignments may not be helpful as performance of the GC mainly depends on the qualification, experience and competence of the key staff rather than to the number of projects the firm is executing. There also seems to be imbalance if we compare the experience of the firm and experience of the key experts where only 5 years of relevant experience is required instead of asking for 10 eligible projects for key experts. In view of the above we request you to kindly modify the referred clause in line with recently floated GC tenders by MMRDA & NCRTC where the maximum 4 to 6 numbers of eligible project have been considered for the evaluation.	As per tender conditions.



47	<p>General/ Notes on Evaluation Methodology Page -14, Clause 3.1.1.D</p>	<p>A. Criterion I (viz. Specific Experience): For "Man-months of categories given in 3.1.1 (D)", the bidder having provided the highest number of man months in eligible projects will get 100% of the maximum marks for this sub-criterion. The bidders having provided lesser number of man-months in eligible projects will be awarded proportional points based on number of man-months provided by them in eligible projects (i.e. If bidder A has provided the highest number of man months in eligible projects, "n1" and bidders B & C have provided "n2" & "n3" numbers of manmonths in eligible projects respectively, then bidder A will get 100% of the maximum marks for this sub-criterion and bidders B & C will get "n2x100/n1" % and "n3x100/n1" % of maximum marks respectively).</p>	<p>MAN MONTHS UNDER ELIGIBLE PROJECTS: Man months of categories as given in Table provided for the eligible projects', evaluation of the item is fraught with the inherent limitation of verification. In this regard "fee received" can be a better and more reliably verifiable indicator of the same parameter than "man month". It is therefore suggested that "man month" (further broken into K1/K2), which is not a readily verifiable parameter, may be replaced by "fee received". This will remove the vagueness associated with verification of "man months" and their breakup in K1/K2 positions without compromising on the integrity of the parameter under examination. INTERPOLATED MARKING: Please remove interpolated marking and replace with an absolute marking system or else it will lead to the disparity in the technical scores. It is extremely difficult if not possible to justify the actual man months in fair manner. No client except the public authorities will be in position to justify desired man months through client certificates. How fair it is to get the man months certified by the auditor without compromising on the integrity of the parameter under examination. If it is necessary to evaluate the input of a firm, this may be replaced by the percentage of fees received, as this is proportional to the manpower provided Increase in number of man-months can also be due to delay in project execution, which is a demerit. Since the duration of project is under consideration, we request to kindly explain the relevance of this clause.</p>	<p>As per tender conditions. Also refer Annexure-01 of Addendum 1.</p>																												
48	<p>Vol. 1 - Section 3: Prequalification/ Shortlisting Criteria, Page -10, Clause -1.1.b</p>	<p>Notes:- Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.</p>	<p>It is kindly requested to freeze the date of exchange rate as 28 days prior to the date of NIT, that will be 14th Nov 2019. The date of NIT was 12th Dec 2019. We have seen the issues in past where we have taken the exchange rate prior to the 28 days of Tender Submittal and in case the submission date gets extended then we have to again modify our entire financial data's under prequalification part. Kindly Confirm.</p>	<p>As per tender conditions.</p>																												
49	<p>Annexure-1, Page No. 14, Clause- C</p>	<p>Each member of Group shall sign the letter.</p>	<p>We believe that authorised signatory of lead member having the POA from other members shall sign the letter instead of signing by each member of Group.</p>	<p>As per tender conditions.</p>																												
50	<p>Vol. 2: General/ Evaluation of Technical Proposal, Page No.-5, Clause- 3.1.1.D</p>	<table border="1" data-bbox="574 694 718 918"> <thead> <tr> <th colspan="4">General Consultant Positions for Kanpur & Agra</th> </tr> <tr> <th rowspan="2">List of Tada/Position</th> <th colspan="2">K1 (Kanpur & Agra)</th> <th colspan="2">K2</th> </tr> <tr> <th>No. (Man months)</th> <th>No. (Man months)</th> <th>No. (Man months)</th> <th>No. (Man months)</th> </tr> </thead> <tbody> <tr> <td>L1 Project Engineer (500)</td> <td>1*</td> <td>(54)</td> <td>1</td> <td>(54)</td> </tr> <tr> <td>a) Project Director/Project Leader/Project Co-ordinator</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>b) Deputy Project Director</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	General Consultant Positions for Kanpur & Agra				List of Tada/Position	K1 (Kanpur & Agra)		K2		No. (Man months)	No. (Man months)	No. (Man months)	No. (Man months)	L1 Project Engineer (500)	1*	(54)	1	(54)	a) Project Director/Project Leader/Project Co-ordinator					b) Deputy Project Director					<p>We believe that the at the positions of K1 Local and K1 expatriates will be based at Lucknow only. Kindly Confirm.</p>	<p>As approved by UPMRC after considering the proposal of Consultant.</p>
General Consultant Positions for Kanpur & Agra																																
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51	<p>Vol. 2: General, Page-7, Note-1</p>	<p>The minimum number of man months for professional support staff and non- professional support staff shall be 4900 and 2100 respectively.</p>	<p>Looking at the magnitude of both the projects of Agra & Kanpur in terms of length which is around 63 kms and having 19 kms of underground section the support staff & non- professional support staff man-months are on quite lower side Based on the experience of Lucknow metro, we have estimated the desirable man-months for each of project for the effective implementation. The suggested man-months are as under:</p> <table border="1" data-bbox="734 1433 877 1747"> <thead> <tr> <th>LOCATION</th> <th>MAN MONTHS</th> </tr> <tr> <td></td> <td>Professional Support Staff</td> <td>Non- Professional Support Staff</td> </tr> </thead> <tbody> <tr> <td>Kanpur</td> <td>4500</td> <td>2500</td> </tr> <tr> <td>Agra</td> <td>4000</td> <td>2000</td> </tr> <tr> <td>Total</td> <td>8500</td> <td>4500</td> </tr> </tbody> </table>	LOCATION	MAN MONTHS		Professional Support Staff	Non- Professional Support Staff	Kanpur	4500	2500	Agra	4000	2000	Total	8500	4500	<p>Since there are going to be 3 offices which includes the main office at Lucknow, we would also require the non- professional support staff with around 1000-man months. As per tender conditions.</p>														
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52	<p>Vol. 2: General/Notes on the key staff to be deployed, the marks will be allotted based on the following sub-criteria</p> <p>(iii) Experience in the assigned task (Weightage:50 %). > Experience in the same rank or equivalent for at least 5 years in relevant field will earn full marks.</p>	<ul style="list-style-type: none"> • What does mean by equivalent rank: how it will be evaluated, kindly elaborate • Please define the term relevant field: We believe that relevant field means metro or rail projects. Kindly Confirm. • For the non-engineering positions like Chief Contract Expert, Chief Program, Chief Cost control, Chief Safety Expert, Chief Environment Expert, Chief Property Development Planner and Multimodal Planner the experience in large infrastructure transportation projects shall be considered as relevant field and there shall not be any deduction in the marking criteria. Same criteria were applicable in Lucknow metro GC Kindly Confirm. 	<p>Clause is self explanatory.</p> <p>As per tender conditions.</p>
53	<p>(v) Country experience (15 %)- (a) For positions to be filled by foreign/expatriate experts [see asterisked items in para 3.1.(D)]: • marks for developed country experience exceeding 5 years:60% • marks for Indian experience of at least 1 year:20% • marks for experience in other developing countries exceeding 1 year:20% Developed Country experience: 0 - 2.9 years Half of the marks 3 - 4.9 years Half of the marks 5 years & above Full marks</p>	<ul style="list-style-type: none"> • We believe that experts of any nationality including India having the experience of working in developed country will fall under the category of foreign/expatriate experts. • List of Developed and Developing Countries: Countries falling under categories of "Low income economies" and "Middle Income economies" (defined as per World Bank Atlas Criterion) shall be considered as "developing countries". • Countries falling under category of "High income economies" (defined as per World Bank Atlas Criterion) shall be considered as "developed countries". The list is available at: https://datahelpdesk.worldbank.org/knowledgebase/articles/906519#High_income The same guidelines were followed in Lucknow Metro GC. 	<p>Expatriate means expert holding foreign passport.</p> <p>Countries falling under category of "High Income Economies" as defined by World Bank OR Countries falling under category of "Advanced Economies" as defined by IMF will be considered as "Developed Countries". Rest of the countries shall be considered as Developing countries.</p>
54	<p>Vol. 2: General/Notes on Evaluation Methodology. Page -17, C(V), b</p> <p>(v) Country experience (15 %)- (b) For all other positions: • Developed Country experience exceeding 1year - 50% • Developing Country experience exceeding 1 year – 50%</p>	<p>We believe that for all other positions apart from positions to be filled by foreign/expatriate experts, the experience of working in India will be considered as experience in developing country.</p> <p>The same guidelines have been followed in Lucknow Metro GC. Kindly Confirm.</p>	<p>Yes.</p>
55	<p>Vol. 2: General/Notes on Evaluation Methodology. Page No.-16, C(ii)</p> <p>(ii) Professional Training/ Attachments/ Membership (Weightage: 10%) - attached to teaching/research institutions. (1 mark per attachment) - short term training course not less than a month on task assigned (1 mark percourse) - Membership of local reputed institutions, foreign institutions/bodies(1 mark per institution; subject to maximum of 10marks)</p>	<p>What is upper limit under each of three heads to score full 10% weightage. For membership does it mean that candidates need to have 10 memberships to score full 10 marks. This seems not to be the realistic way of evaluation.</p> <p>We request that this condition be removed - this will add no realistic value to the technical capability of the firms. The marking scheme is also unnecessarily complicated and skewed. It is requested to kindly add the weightage of 10 % under the experience of key professional staff</p>	<p>As per tender conditions.</p>
56	<p>Vol. 2/ General, Page -12</p> <p>Summary Evaluation Sheet</p>	<p>In the "Max. Marks" column, marks have been shown for groups such as "Project In-charges, Contract Management, etc. and not for individual positions, thereby creating an ambiguity. Please provide us the marks assigned against each evaluated position.</p>	<p>Kindly refer to the example given (in italics) below clause C(V) (c) (Pg 17) General Vol-2, on Note on Evaluation Methodology.</p>
57	<p>Vol. 2 : Technical Proposal Form, Page -109</p> <p>Appendix III-2 FIRM'S EXPERIENCE Field of Professional Services Provided: General Consultant/Detailed Design Consultant/Proof Check Consultant</p>	<p>There seems to be typographical error it should be General Consultant/Detailed Design & Supervision Consultant only.</p>	<p>Please refer Annexure 05 of Addendum 01</p>
58	<p>Vol. 2 : Technical Proposal Form, Page -110</p> <p>Appendix III-2 FIRM'S EXPERIENCE Note: Information to be given only regarding Metro rail projects wherein the consultancy cost of the contract by the single entity/Group (Any Partner of the group) (Item 7) is equal or more than INR 1000 million (USD 14 Millions).</p>	<p>There seems to be typographical error it should be MRTS/Highspeed Rail projects wherein the consultancy cost of the contract by the single entity/Group (Any Partner of the group) (Item 7) is equal or more than INR 1500 million (USD 21 Millions).</p>	<p>Please refer Annexure 05 of Addendum 01</p>



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59	Vol. 2/ Institutional Arrangements, Page -19, Clause- 6.0	ROLE OF FUNDING AGENCIES: As the project is proposed to be partly funded through loans from external Funding Agencies, their guidelines with respect to tendering and finalising the contracts related to the portion to be funded by them, will be followed.	Please confirm that the current selection procedure will not be cancelled due to specific requirements of funding agencies in procurement procedures, which is possible given the contents in Appendix-IV/ (Contract Agreement for General Consultancy Services) Clause (C) on Page 119.	It is confirmed that current selection procedure will not be cancelled due to specific requirement of funding agencies in procurement procedures.
60	Vol. 2/ Institutional Arrangements, Page-18, Clause- 3.0 (2* para)	The General Consultant (GC) will put up proposals/project requirements regarding land, utilities, traffic diversions, resettlement and rehabilitation or any other matter involving Uttar Pradesh Government agencies to these groups through the UPMRC and assist UPMRC in obtaining the necessary approvals.	There isn't any expert to look after these requirements. Issues regarding land, resettlement and rehabilitation etc. involve legalities that can't be managed by GC. UPMRC may set up a separate department to deal with land, resettlement and rehabilitation matters appropriately.	As per tender conditions.
61	Vol. 3: Financial Proposal, Page-17	Appendix XVIII.8 BREAKDOWN OF STAFF-MONTH RATES	The "breakdown of staff monthly rates" in Appendix - XVIII-8 is a requirement for a QBS and not a QCBS evaluation. Pl delete this appendix.	Appendix XVIII/8 is optional.
62	Technical Proposal, Page- 109, Clause- Appendix-III-2	Firms Experience: Length of project line in operation for more than one year	Under the eligible projects the revenue operation hasn't been mentioned however with reference to the format of the Firms Experience under Sl. No. 10 it says project line in operation for more than one year. We believe the details regarding projects under revenue operation are only for information of UPMRC and it's not going to have any implications on the eligibility. Pl confirm.	Yes, your understanding is correct.
63	Volume 2, Page No.-17, Clause 8 & 9	Negotiations Excepting as provided under Para 4.7 negotiations will be conducted with the highest-ranking bidder if so required to get a reasonable financial price from the highest bidder. The aim of negotiations is to arrive at a reasonable price and to an agreement on all other points with a view to initiating a draft contract by the conclusion of Negotiations"	Under QCBS proposals there aren't any financial negotiations, most commonly the negotiations arrive with a discussion on the Technical proposal, the proposed methodology (work plan), staffing and any suggestions the bidder may have made to improve the TOR.	The clause is self explanatory
64	TOR, page -84, Clause-3.1.1	Preliminary Investigation This activity will cover review, revalidation & supplementation of, but not limited to: 1. Previous feasibility studies, 2. Topographic survey and mapping 3. Geo-technical survey 4. Utility investigation	Please clarify that GC scope of services regarding the surveys & investigations will consist in reviewing previous studies and providing recommendations. If additional surveys & investigations are required, the same will have to be carried out by UPMRC.	GC will review the previous studies and provide recommendations. It is also the responsibility of GC to carryout the additional surveys and investigations in co-ordination of UPMRC, if required and as also mentioned in Appendix XVIII/2 of Financial Proposal.
65	TOR, page -82, Clause-1	1.0 Objectives GC will support for construction supervision and contract management of the Car Maintenance Depot and Operation Control Centre wherever so desired by UPMRC. GC shall also be responsible for Proof checking of designs submitted by Detailed Design Consultants for elevated sections, Car Maintenance Depot and Operation Control Centre.	Since Depot is part of our scope there isn't any positions related to the Car Maintenance Depots. Based on our experience we believe following positions are quite mandatory for the effective implementation of Depot. Depot and Workshop – Planning, Design and Installation of Plant and Machinery. a) Chief Depot Facility Expert (M&P): 1* (24) -based at Lucknow b) Senior Depot Resident Engineer: 2 (24); each for Kanpur and Agra c) Senior Installation Expert: 2++ (12); each for Kanpur and Agra d) Senior Mechanical Design Expert :2++ (12); each for Kanpur and Agra e) Senior Electrical Design Expert: 2++ (12); each for Kanpur and Agra	As per tender conditions.
66	TOR, page -83, Clause-13	Arranging Training of Q&M staff of Kanpur & Agra Metro during the construction stage, inclusive of the testing and commissioning stage, as well as training of trainers shall, however, be the responsibility of the GC.	It is understood that the training program as mentioned shall be taken up by the manpower and within the time period as stipulated in the document. No extra manpower will be deployed for this. May please be clarified, and Please provide information about the numbers of staff to be trained and location/duration of the training sessions also we believe all these trainings will be in house only. However, in case of training outside Lucknow, cost of travel, boarding & lodging for UPMRC personnel shall be borne by UPMRC.	In case of training outside Lucknow/ Kanpur/ Agra, cost of travel, boarding and lodging for UPMRC personnel will be born by UPMRC.



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67	TOR, page -84, Clause-3	Scope of services for the General Consultant (GC) 5 D BIM implementation	There isn't any position for the implementation of 5D BIM. We believe that there should be one BIM Expert under K1 Category along with 2 BIM Managers of K2 category for period of 48 months.	The positions indicated in table under clause 3.1.1D of General, Vol-2 are minimum requirements. GC is free to propose additional positions.
68	TOR, page -90, Clause-3.3.1.1	Site Visits GC will be responsible for any deficiency in the performance of the contractors.	We request to remove the clause. GC, through written communication, will advise the contractors to rectify the deficiencies noticed and noted during site inspection. Failure of any kind in this regard on part of contractor will be brought to notice of UPMRC.	As per tender conditions. While primary responsibility for the same lies with contractor, General Consultant is responsible for undertaking necessary supervisory checks to get required level of performance from contractors and designers.
69	TOR, page -96, Clause-4.1	Obligations of General Consultant: GC will provide proper interface coordination so as to assure timely completion of all works on time and commissioning of the various sections according to the implementation schedule drawn up.	GC can assist the contractors in the timely completion of all works on time. However timely completion of all works on time and commissioning of the various sections are primarily the responsibility of the contractors.	As per tender conditions. While primary responsibility for the same lies with contractor, General Consultant is responsible for undertaking necessary supervisory checks to get required level of performance from contractors and designers.
70	TOR, page -99, Clause-5.2(2nd para)	Depending on the pace of the progress on the project, UPMRC may require GC to adjust and regulate the deployment of their personnel. A notice period of 1 month for local personnel and 2 months for expatriate personnel shall be given for their demobilization and remobilization.	Adequate notice of at least 2 months for local personnel and 3 months for expatriate personnel shall be given for their demobilization and remobilization. Kindly Confirm.	As per tender conditions.
71	TOR, page -104, Clause-9	Duration of the Consultancy Services: The target date of completion of the Priority Corridor of Kanpur from IIT Kanpur to Mofijheel & Polytechnic depot and for Agra Metro Taj East Gate to Jama Masjid & PAC depot is 30.11.2021 and the target date for commissioning of the balance portion in Kanpur & Agra is 31.03.2024. Duration of consultancy services (other than the performance guarantee period) is from date of award of contract to 1 year after the date of commissioning of Kanpur & Agra Metro Corridors (i.e. Approximately 48 months).	The dates mentioned needs to be revised. Kindly provide more clarity like start and end dates. Please advise about the financial repercussions regarding consultant's compensation in case of unavoidable time delay in the implementation of the project resulting in delayed commercial train operation.	As per tender conditions. Also refer Annexure-10 of Addendum 1 As per tender conditions.
72	TOR and Volume -2 Project Information, Page-104 54, Clause-9	Duration of the Consultancy Services The target date of completion of the Priority Corridor of Kanpur from IIT Kanpur to Mofijheel & Polytechnic depot and for Agra Metro Taj East Gate to Jama Masjid & PAC depot is 30.11.2021 and the target date for commissioning of the balance portion in Kanpur & Agra is 31.03.2024. Duration of consultancy services (other than the performance guarantee period) is from date of award of contract to 1 year after the date of commissioning of Kanpur & Agra Metro Corridors (i.e. Approximately 48 months).	<p>• Since the project has been delayed by almost 2 years, kindly provide us the revised implementation schedule along with revised target date for commissioning of priority corridors.</p> <p>• Since the construction work on the Kanpur metro has already been started, please confirm that there is no liability on the GC for the works that have already been tendered out. Liability, if any, should be clearly defined.</p>	For target / completion dates, please refer Para 9, General of Vol-2 of tender document (Pg no 10). Liability of GC shall be for the services/works it has been entrusted with.

TABLE 0.2: PROJECT IMPLEMENTATION SCHEDULE

S.N.	Task	Timeline
1	Final DPR	December, 2017
2	State Government Approval of DPR	January, 2018
3	Appointment of Interim Consultant	April, 2018
4	Appointment of DDC for Civil Works	April, 2018
5	Final Approval by Govt	May, 2018
6	Packaging and Invitation of Bids for Priority Section*	June, 2018
7	Appointment of General Contractor	August, 2018
8	Commencement of Civil Works on Priority Section*	January, 2019
9	Commencement of Operation	March, 2024

* IIT Kanpur to Moh. Jheel of about 9.0 km may be taken as priority section



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73	TOR Page-87, Clause-3.2.2.3	Proof checking of designs submitted by Detailed Design Consultants... will also be the responsibility of General Consultants. GC will proof check the designs and drawings, for their fitness for adoption in the project	From this it seems that proof checking by the GC would consist of only checking whether designs are in compliance with the pre-determined standards of the project and then issuing a "No Objection". Please confirm.	GC will also assist in finalization of design criteria, specifications, standards and code of practice to be adopted. Kindly also refer to para 3.2.1 & 3.2.2 of TOR
74	TOR Page-87, Clause-3.2.2.4	While checking the designs, GC will ensure that designs and drawings, are functionally complementary for the multi-disciplinary works and the construction activity on such works, is not hampered or delayed for want of timely availability of the designs and drawings.	GC cannot ensure the timely availability of designs and drawings as the contractor and DDCs are primarily responsible for this work.	While primary responsibility for the same lies with contractor, General Consultant is responsible for undertaking necessary supervisory checks to get required level of performance from contractors and designers.
75	GCC, Page No.-125, Clause-2.6.4	Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.	Please confirm that extension of time will be granted in - case of other delays not attributable to the consultant, and due compensation will be made for mobilised man months under such circumstances.	As per tender conditions.
76	GCC, Page No.-137, f&g Clause-6.4 and	Non-deployment of the Expert & Replacement Penalty: e) Penalty equivalent to 20% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme. g) Overall replacement of Key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied.	<ul style="list-style-type: none"> • Non-deployment of the Expert: Kindly define the period of non-deployment for which penalty is applicable. We believe that non deployment penalty shall be applicable in case the consultant is not able to deploy the experts within a period of one month for local personnel and 2 months for expatriate personnel. • Non-Deployment of the Expert as per agreed programme: penalty of 10% of the monthly billing rate of particular expert may please be considered. • Replacement of Key Experts: We believe that the penalty shall be applicable only for the evaluated Key Positions which are 36 Nos. Given the long duration of the project, we request that this penalty shall be relaxed as: <p>Overall replacement of Evaluated Key Experts shall not exceed 20% during first 2 years and 30% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied at actual remuneration of the proposed key expert.</p> <p>Some of the key evaluated staff are expected to be deployed after 6 months of entering into the contract. It is reasonable that after such prolonged time, key experts submitted at the time of the proposal could not be available. For such reasons we request UPMRCL to consider the proposed experts (evaluated ones) to be deployed beyond 6 months timing from the date of the signing of the contract without any penalties.</p> <p>It is suggested that the applied rate of reduction shall be relaxed in case the replaced Candidate has continued his inputs on the project for 6 months and more.</p>	Please refer to clause 5.2 of Terms of Reference Vol-2. As per tender conditions. 1. Please refer Annexure-02 of Addendum-
77	GCC, Page No.-133, Clause-4.6	Working Hours and Leave Working hour as applicable to the UPMRC employees will be applicable to Consultants also. No leave will be allowed as the payment is on manmonth basis considering the month as of 30 days taking into account the holidays and rest days. (Details of duration of overtime and vacation leave should be given in Appendix X. The rate thereof and total cost on this account has to be included in the financial proposal.)	We believe that GC will be paid for public holidays & rest days. Please define the working hours of UPMRC.	Working hours of the Consultant shall be as applicable to the UPMRC employees. Working hours of UPMRC employees vary depending on the nature of the assigned work. -Resident staff of Consultant will be paid for public holidays and rest days. -Holidays and rest days applicable to consultants shall be notified by UPMRC



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78	SCC, Page-155, Clause-2.1a	The effectiveness conditions are the following: a) This Contract has been approved by the UPMRC- This Contract has been approved by Bank (if applicable)	Any time limit or expected time by when such approval will happen?	Process for finalisation of bank is on. After finalization, details will be shared with GC.
79	SCC, Page-158, Clause-6.2(b)	Remunerations for periods of less than one month shall be calculated on an hourly basis for actual time spent in the consultant's home office and directly attributable to the services (one hour equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of month).	<ul style="list-style-type: none"> Please confirm that the Home Office of the consultant means the office outside the GC office where the expert is stationed. Please confirm that Home Office support may be billed to the employer and paid accordingly. For Home Office work, it is requested that amount be calculated assuming the cost of one hour as equivalent to 1/176 of the man month rate (22 days x 8 hours). 	The cost of backstafing by home office staff not included in the personnel listed in Appendix VIII is included in remuneration rates. As per tender conditions.
80	SCC, Page-159, Clause-6.3b (ii)	For any foreign Personnel spending twenty-four (24) consecutive months or more in the Employer's country, one extra round trip will be reimbursed for every twenty four (24) months of assignment in the employer's country. Such Personnel will be entitled to such extra round trip only if upon their return to the employer's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than twelve (12) consecutive months.	Request one additional trip every 12 months instead of 24	As per tender conditions.
81	TOR, Page-83, Clause-1.4.5	Integration with other modes of transport to improve accessibility and ridership of the Kanpur & Agra Metro Rail Projects	Kindly confirm whether Multimodal Integration study has been carried out at DPR Stage for both Kanpur & Agra Metro. If not, in that case all surveys for the study needs to be specified, which are in scope of GC.	Multimodal study has been carried out at DPR stage but it is the responsibility of GC to study future need of the public and co-ordinate with that in Kanpur and Agra both.
82	Vol. 2: General, page-17	All the client certificates should be duly notarized / apostilled from the Client Country where the project has been carried out. These to be submitted in original along with the bid.	We believe that we have to submit the certificates with original notarized / apostilled from the Client Country. Certificates need not to be original. Kindly confirm.	As per tender conditions. Please also refer Annexure-20 of Addendum 1
83	Vol. 2: General, page-17, Clause- C	Age Limit In view of physically and mentally demanding nature of work requiring continuous involvement of key staff and strict project targets, it would be desirable that experts having age less than 65 years be deputed as key staff.	Considering the large no. of technical staff deployment for this project, and there is already a shortage of some of these skills set in market, this criterion should be removed. It is requested to please consider the 70 years as age limit for Category K-1 staff & 65 years for Category K-2 staff, which is now being followed for most multilateral funded (WB/ADB/JICA) projects.	As per tender conditions.
84	Vol. 3, Financial Proposal Appendix XVIII.4 (Contd.), Page-9	Rent for GC's office accommodation Consultant on his own may hire office spaces up to 1800 sq m floor area in total for their office locations at Lucknow, Kanpur and Agra. Indicative area requirement for consultant's head office at Lucknow, site office at Kanpur and site office at Agra as assessed by UPMRC are 800 sq m, 500 sq m and 500 sq m respectively. However, consultant may suitably reapportion the areas for their offices within the total area of 1800 sq m. UPMRC shall reimburse the rent for office floor area upto 1800 sq m at a fixed all-inclusive of Rs. 500/- per sq m or actual rent (whichever is lesser).	The office space of 500 sq m is quite inadequate for Agra and Kanpur location looking at the number of staff under each office. At an average around 100 staffs are going to sit in each office accordingly we need min 750 sq m of space. The office space at Lucknow location can be reduced to 500 sq mtr area. In total we need the space of around 2000 sqmtr.	As per tender conditions.



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		<p>III. Duty Travel to Site (to be paid as per actuals)</p> <p>(a) AC Vehicles (5Seater) like Dzire, Indigo, Etios Vehicle months @Rs. _ per vehicle month=Rs. _</p> <p>(b) Non AC Vehicles (5 Seater) like Dzire, Indigo, Etios Vehicle months @Rs. _ per vehicle month=Rs. _</p> <p>(c) AC Vehicles (8Seater) like Innova, Scorpio _ Vehicle months @Rs. _ per vehicle month=Rs. _</p> <p>(d) Non AC Vehicles (8Seater) like Innova, Scorpio Vehicle months @Rs. _ per vehicle month=Rs. _</p> <p>(e) *Grand Total [a + b+c+d]=Rs. _</p> <p>*Grand Total shall be filled in column of "Amount" in item number A.III under Appendix XVIII.2</p>			
85	Vol. 3, Financial Proposal Appendix XVIII.3 (Contd.), Page-7	B-III	<p>DISQUALIFICATION</p> <p>The Consultant (applies to each individual member in case of a Joint Venture/Consortium) having been blacklisted or debarred as on the due date of submission of bid by Government of India/State Government in India/Central or State Government undertaking or any bilateral/multilateral funding agency or applicant being debarred by their respective Government/Government agencies in case of companies registered in countries other than India from participating in the bid. The bidder shall also submit a "Self Declaration Form" to this effect as per proforma placed at Annexure 7.</p>	<p>We believe that offer from a Consultant shall be considered ineligible if the Consultant, or its parent company or any of its Constituents is debarred/blacklisted/terminated by Central Government/ State Government/ Public Sector Undertaking in India or overseas or by an International Funding Institution in the last five years.</p> <p>A declaration to this effect should be submitted as per proforma placed as Annexure 7.</p> <p>Kindly Confirm.</p>	As per tender conditions.
86	Vol. 3, Financial Proposal Appendix XVIII.7 (Contd.)	<p>Accommodation for Consultants' Foreign Personnel (To be paid as per 'actuals' subject to upper limit as indicated herein);</p> <p>III.2 Housing and Living Allowances for Long Term stay of staff in India for 12 consecutive months or longer in Indian Rupees (Fixed Rate)</p>	<p>Please confirm that payment of monthly living /hotel and per diem allowances of expatriate Key Personnel staying in India for less than 3 months will also be included.</p>	As per tender conditions.	
87	Vol. 1 – Section 3: Prequalification/Shortlisting Criteria, Page-13, Clause-3.2(i)				As per tender conditions.
88	General Information	Escalation	<p>We suggest that it should be based on prevalent CPI for the duration of the contract.</p>	As per tender conditions.	
89	General Information	Key Experts to be proposed	<p>We believe there won't be any binding in case the same Key Experts has been proposed by more than one bidder.</p>	Permitted.	
90	General Information	Land Acquisition	<p>What is the status of the land acquisition and land transfer for Metro construction for both Kanpur & Agra.</p>	Same is under process.	
91	General Information	Reimbursable Expenses	<p>A reimbursable cost is a fixed cost and no vouchers or receipts will be provided or submitted.</p> <p>Pl confirm.</p>	Reimbursable expense are as per "actual". As such, supporting documents need to be provided or submitted.	
92	General Information	Work Plan	<p>In order to draw the appropriate work plan for the consultancy services is it possible to know the procurement schedule of the contractors.</p>	Refer Para 9, General of Vol 2 of tender document (Pg no 10). GC has to plan accordingly	
93	Letter of Invitation, Page-3, Clause-9(vii)	Last date of issuing reply to Pre-bid Queries & issue of Addendum (if any): 18:02:2020	<p>This bid requires collaboration between international consultants which requires more time. Also a large number of international experts will be required to be identified from all over the world, their CV and eligibility ascertained. For submission of the bid of this magnitude, a minimum time of 4 weeks may therefore be given after issue of clarification(s) and/ or amendment(s) to RFP by the Client.</p>	Please refer Annexure 24 of Addendum 01	



94	Volume 2 Section 6. In the RFP it is mentioned Performance Guarantee	6.1 The Performance Guarantee will be in accordance with Clause 3.11 of GCC and shall be 1% of the contract price plus 4 % of the total payments to be made to GC including payments for escalations etc. GC will submit a Performance Guarantee for an amount of 1% of the contract price from an Indian Scheduled Commercial Bank in the form of an Unconditional Bank Guarantee within thirty days from the date of issue of the letter of award. The balance amount of Performance Guarantee will be built up through pro-rata deductions @ 4% from each payment to be made to GC (which can be refunded against matching Bank Guarantee in the prescribed form vide Appendix XV).	We understand that Performance Guarantee is 1% of Contract Price plus a pro-rata deductions @ 4% from each payment to be made to GC. Please clarify date and mode for the @4% refund/repayment of balance amount of Performance Guarantee.	Please refer clause 3.11 of GCC.
95	Volume 2 Section 7. In the RFP it is mentioned Advance Payment Guarantee	On successful award of the contract, the selected consultant would be required to provide an Advance Payment Guarantee from an Indian Scheduled Commercial Bank (Appendix XV). Any advance payment to the successful consultant would be released only after receipt of Advance Payment Guarantee by UPMRC and also the initial Performance Guarantee component for 1% of the Contract price as per Para 6.1 above. Please clarify the percentage % and validity of Advance Payment Guarantee. We understand that all Advance Payment will be recovered by the Employer in equal instalments against the bills for the first twenty-four (24) months of the Service, until the balance payment thereon has been fully repaid.	Please clarify the percentage % and validity of Advance Payment Guarantee. We understand that all Advance Payment will be recovered by the Employer in equal instalments against the bills for the first twenty-four (24) months of the Service, until the balance payment thereon has been fully repaid.	Please refer clause 6.4 (a) of SCC.
96	General Information	As per Volume 2 Section 9, UPMRC is still waiting for the required clearance to carry out the construction works in the city that may cause a significant delay.	Please the Client provide the updated deadlines for all the respective corridors.	Refer Para 9, General of Vol 2 of tender document (Pg no 10).
97	3.2_Vol 1_ Section 2_ ITC_Pg#9	The bid security / EMD shall be in the form of bank guarantee from an Indian Scheduled Commercial Bank for INR 2.0 Million (Rs. Two Crores Only) in favour of 'Uttar Pradesh Metro Rail Corporation Limited' (Proforma enclosed in Annexure-2 of ITC) will be required to be submitted by each bidder, with a validity period of 180 days from the date of submission of bid and with a provision that it would be suitably extended, if required, on request of UPMRC.	May we know if each bidder can submit the EMD in the form of BG equivalent to its percentage share in the JV / Consortium? Please allow as a large number of banks are not willing to issue one BG in the name of JV / Consortium if all the constituents doesn't have their accounts in the same bank.	Bid Security/Earnest Money Deposit (EMD) can be submitted by any member of JV/Consortium.
98	1.1_b_Vol Section 3 Pg#10 Technical Eligibility Criteria	The applicant should have done during the last 7 years (from 2012-13 to 2018-19) i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million) OR ii) at least Two "Similar Consultancy Works" each costing not less than Rs.1850/- million (US\$ 26million) OR iii) at least Three "Similar Consultancy Works" each costing not less than Rs.1500/- million (US\$ 21 million)	As we all know, Metro Rail projects takes quite long time from planning stage to the commencement of operations. Similar consultancy works as defined by UPMRC are quite large projects. There are not many large projects which are completed in the last 7 years. We therefore request UPMRC to please consider 10 years projects instead of 7years.	As per tender conditions



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99	<p>1.1.b_Vol Section 3_Pg#10 Technical Eligibility Criteria</p> <p>i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million) OR ii) at least Two "Similar Consultancy Works" each costing not less than Rs.1850/- million (US\$ 26million) OR iii) at least Three "Similar Consultancy Works" each costing not less than Rs.1500/- million (US\$ 21 million).</p>	<p>The applicant should have done during the last 7 years (from 2012-13 to 2018-19) i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million) OR ii) at least Two "Similar Consultancy Works" each costing not less than Rs.1850/- million (US\$ 26million) OR iii) at least Three "Similar Consultancy Works" each costing not less than Rs.1500/- million (US\$ 21 million).</p> <p>The cost of similar consultancy works to be considered is very high. Normally various consultancy firms forms JV / Consortium to execute such large projects. Due to this the individual share of consultants further reduces. Therefore, we request UPMRC to please reduce atleast the threshold minimum project value from Rs. 1500 Million to Rs. 750 Million.</p>	As per tender conditions.
100	<p>1.2.a_Vol Section 3_Pg#10 Prequalification/shortlisting criteria</p> <p>1. Average Annual Turnover:- The Applicant must have a minimum average annual turnover of Rs.1600 million (US\$ 2.23 million) from General Consultant/Project Management Consultant / Construction Supervision Consultant only, during the last 5 audited financial years duly supported by documents in support of annual turnover. He should be able to fulfil this criteria based on Audited annual reports of last five years (from 2014-2015 to 2018-19).</p>	<p>Financial Eligibility Criteria a) Average Annual Turnover:- The Applicant must have a minimum average annual turnover of Rs.1600 million (US\$ 2.23 million) from General Consultant/Project Management Consultant / Construction Supervision Consultant only, during the last 5 audited financial years duly supported by documents in support of annual turnover. He should be able to fulfil this criteria based on Audited annual reports of last five years (from 2014-2015 to 2018-19).</p> <p>Since the turnover from only General Consultancy, Project Management and Construction supervision services is going to be counted hence we request authority to please consider Auditors certificates as most of the time specific services-wise breakup of turnover gets reflected in the Annual Reports.</p>	As per tender conditions.
101	<p>3.1.1.D_Vol2 General_Pg# 5 to 7_Key Staff</p> <p>Appendix III-6 and Appendix III-7</p>	<p>The Key Staff for the assignment will be evaluated with respect to the following list of tasks/positions (except the positions marked with ++): i.e. CVs for all K 1 positions and 7 (Seven) K 2 positions (viz. 1.1b, 2.1c(ii), 2.1c (iv), 2.1 c (v), 3 b (ii), 4 c (i) and 6 b) are required to be submitted by bidders. The marks for each category of positions are given in brackets. Bidders may note the same while giving details in Appendix III-6 and Appendix III-7</p> <p>We wish to seek conformation that the CV of Position No. 6.b (Senior Rolling Stock Expert (Electrical) need not be submitted. Please confirm</p>	CV of position no 6(b) is to be submitted. Please refer Annexure 06 of Addendum-1.
102	<p>1.Vol2_General_Pg#17_Note Bidders</p>	<p>All the client certificates should be duly notarized / apostilled from the Client Country where the project has been carried out. These to be submitted in original along with the bid</p> <p>Notarization and Apostillation is a long time consuming and costly proposition in foreign countries. It is very difficult to submit original copies of the notarized / apostilled certificates. We therefore request UMPRC to please consider copies of the originally notarized / Apostilled certificates. Copies of such certificates can be notarized in India, if so required. Other government metro as well as other clients in India also accepts the same.</p>	As per tender conditions Please also refer Annexure 20 of Addendum 1
103	<p>1.2_Appendix 2A_Vol2_Pg#21</p> <p>Kanpur Project Corridor 2_ Number of Ramps</p>	<p>As per the information provided in the document "Two at grade ramps have been provided". But only one ramp has been shown in the table. We understand that there is one ramp of length 0.413 kms. Please clarify.</p>	There are two at grade ramp in Kanpur Corridor 2. One at Vijay Nagar Chauraha Metro Station and one at Agriculture University Depot.
104	<p>General</p>	<p>We understand that any consultant who has already appointed as DDC by UMPRC will have conflict of interest with GC services.</p>	As per tender conditions.
105	<p>6.f_Vol2_Pg#137 GCC</p>	<p>Penalty equivalent to 20% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per agreed programme</p> <p>We understand that the calculation of non-deployment period would only be calculated after giving 2-3 weeks' time after approval of the respective CV by UMPRC. Please consider.</p>	As per tender conditions.
106	<p>Cl. 3.1.1 (D)</p>	<p>The key staff for the assignment will be evaluated with respect to the following list of tasks/positions (except the positions marked with++) i.e CVs for all K1 positions and 7 (seven) K2 positions (viz. 1.1b, 2.1 c (ii), 2.1 c (iv), 2.1 c (v), 3 b (ii), 4 c (i) and 6 (b) are required to be submitted by bidders. The marks for each category of positions are given in brackets. Bidders may note the same while giving details in Appendix III 6 and Appendix III 7.</p> <p>From the referred clause, it is understood that, CVs for all K1 positions and seven K2 positions are to be submitted for evaluation, where one of the seven K2 positions (i.e Si. No. 6(b) Senior Rolling Stock Expert (Electrical) (Pg.6) is mentioned with asterisk mark "++" which denotes positions which will not be considered for technical evaluation. CVs are not required to be submitted for these positions. Hence, kindly confirm further if the CV need to be submitted in the proposal for the said position.</p>	CV of position no 6(b) is to be submitted. Please refer Annexure 06 of Addendum-1



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107	RFP Vol 2 (Pg.5) & Pg 7	++ denotes positions which will not be considered for technical evaluation. CVs are not required to be submitted for these positions.	Moreover, as per the RFP 36 nos of CVs need to be submitted in the proposal stage. Within this stipulated time, finding an appropriate professional for all 36 positions would be a difficult task. Therefore, we request to restrict the number of CVs to be evaluated at proposal stage as 10 positions.	As per tender conditions
108	C.I. C(i) RFP Vol 2 (Pg.16)	Criteria III - Education Qualification (Weightage 20%) For non-engineering posts, the following criteria will be used for awarding rating/marks- Graduation in relevant Discipline-50% Post Graduate or accepted professional qualification-75% Doctorate or additional relevant post graduate degree-100%	With given stipulated marking criteria, a professional with doctorate would score higher but at the same time, a professional without a doctorate but with rich experience would lose marks. It is observed from the industry that for a non-engineering posts a professional with a doctorate is not prevalent in metro industry. Therefore, it is requested to modify the referred clause as under Graduation in relevant discipline-75% Postgraduate or accepted Professional qualification-100%	As per tender conditions.
109	C.I. C(iii) RFP Vol 2 (Pg.16)	Criteria III - Experience in the assigned task (Weightage: 50%) Experience in the same rank or equivalent for at least 5 years in relevant field will earn full marks. For lower periods of experience, marks will be proportionately. Experience at a rank one below will be given marks at half of the above.	In general, a professional working with a firm or a project may get promoted within a span of 3 to 5 years. Hence, it is requested that the referred clause may please be modified as "Experience in the same rank or equivalent or one level below for at least 5 years in relevant field will earn full marks."	As per tender conditions.
110	C.I. C(v) RFP Vol 2 (Pg.16)	Criteria III - Country Experience For positions to be filled by foreign/expatriate experts Marks for developed country experience exceeding 5 years - 60% Marks for Indian experience of at least 1 year - 20% Marks for experience in other developing countries exceeding 1 year - 20%	We believe that the metro rail construction and operations being in full swing from more than two decades in India. Under such circumstance Indian professional with less or no international work experience holds more credentials at par with international professionals. Therefore, it is requested to kindly amend the following Criteria III - Country Experience- For positions to be filled by foreign/expatriate experts Marks for developed country experience exceeding 2 years - 40% Marks for Indian experience of at least 1 year - 40% Marks for experience in other developing countries exceeding 1 year - 20%	As per tender conditions.
111	Sl. No. 9 (vii) & (viii) RFP Vol.1, LOI (Pg. 3)	Date & Time of submission for proposal vii. Last date for issuing reply to Pre-bid Queries & issue of Addendum (if any): 18.02.2020 viii. Date and Time of the submission deadline for proposal: 02.03.2020 upto 15:00 hrs.	Looking at the nature and quantum of work involved, the time for preparation and submission of proposal seems to be inadequate. Despite our best efforts to get the client certificates and financial statements from auditors, it would take more time than anticipated, subject to availability of officials. In view of the above, we request you to kindly extend the Date of Submission for proposal by at least Four (4) Weeks further from the date of issue of replies to pre-bid queries & issue of addendum. Kindly consider.	Please refer Annexure 24 of Addendum for 01
112	Instructions to Consultants (ITC), Page 9, Clause 3.2, Vol.1 - Section 2:	The bid security/EMD shall be in the form of bank guarantee from an Indian Scheduled Commercial Bank for INR 20 million (INR 2 Cores) in favour of Uttar Pradesh Metro Rail Corporation Limited	We request this amount to be reduced to INR 1 crore	As per tender conditions.
113	Vol.1 Page 10, Clause 1.1 b), Technical Eligibility Criteria, Vol.1 - section 3: Prequalification/Shortlisting Criteria	The applicant should have done during the last 7 years (from 2012-13 to 2018-19)	For scoring we require 10 projects. Since this requirement is huge, we request the period of 07 years to be increased to 10 years. This will allow the consultants to add in some more eligible projects.	As per tender conditions.
114	Page 4 - Vol 2: General, 3.1.1 A) "Eligible Projects"	"Eligible Projects" means consultancy contracts, General Consultants/Project Management consultant/Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payment valued at not less INR 1500 Million have been received by the member(s) of the bidding consortium in the previous 7 financial years.	We request the fees received to be reduce to INR 1000 Million to have been received by the member(s) of the bidding consortium in the previous 10 financial years	As per tender conditions.



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<p>Page 14 – Vol.2: General, A. Criterion 1 (vz. Specific Experience) Point (i)</p>	<p>For "Experience on eligible projects" the bidder having done 10 or more number of eligible projects will get 100% of the maximum marks for this sub-criterion.</p>	<p>We feel 5 similar projects of such large scale should be sufficient to prove our capability of experience. Request you to please reduce this to 5 projects.</p>	<p>As per tender conditions.</p>
<p>116 General, Participation of an Indian subsidiary firm</p>	<p>Professional Training/ Attachments/ Membership (Weightage: 10%) - attached to teaching/research institutions. (1 mark per attachment) - short term training course not less than a month on task assigned (1-mark per course) - Membership of local reputed institutions, foreign institutions/bodies (1 mark per institution; subject to maximum of 10marks)</p>	<p>Most of the foreign firms have their Indian subsidiary which have been opened as part of the 'Make in India' campaign. We request you to allow an Indian subsidiary firm to participate using the technical and financial credentials of its parent foreign company.</p>	<p>As per tender conditions. Only the projects executed by the bidding consortium or its constituents (either as a single entity or as a part of JV/Consortium) shall be considered.</p>
<p>117 Pg 16 - Vol. 2: General, Criterion III Point (ii)</p>	<p>(b) For all other positions: Developed Country experience exceeding 1year - 50% Developing Country experience exceeding 1 year - 50%</p>	<p>However, most of the key experts do not have Training/ Attachments/ Membership. We request you to please remove this clause</p>	<p>As per tender conditions.</p>
<p>118 Pg 17 - Vol. 2: General, Criterion III Point (v) Country experience (15%) (b)For all other positions:</p>	<p>(c) In view of physically and mentally demanding nature of work requiring continuous involvement of key staff and strict project targets, it would be desirable that experts having age less than 65 years be deputed as key staff.</p>	<p>The age limit is restricted to 65 years for Key staff. Most of foreign expats are above 70 years of age and are physically & mentally fit to work on project. We request you to increase the age limit for foreign expats up to 70 years.</p>	<p>As per tender conditions.</p>
<p>119 Pg 17 - Vol. 2: General, Criterion III</p>	<p>For non-engineering posts, the following criteria will be used for awarding rating/marks: Graduation in relevant discipline 50% Post-Graduation or accepted Professional qualification 75% Doctorate or additional relevant post graduate degree 100%</p>	<p>Please allow Graduation in any discipline for non-engineering posts. However Post-Graduation and Doctorate in relevant discipline may be accepted.</p>	<p>As per tender conditions.</p>
<p>120 Pg 15 - Vol. 2: General, Criterion III Point (i) Educational Qualifications (Weightage: 20%)</p>	<p>For non-engineering posts, the following criteria will be used for awarding rating/marks: Graduation in relevant discipline 50% Post-Graduation or accepted Professional qualification 75% Doctorate or additional relevant post graduate degree 100%</p>	<p>Classification of developed and developing country shall be based on United Nation list. Please Confirm</p>	<p>Countries falling under category of "High Income Economies" as defined by World Bank OR Countries falling under category of "Advanced Economies" as defined by IMF will be considered as "Developed Countries". Rest of the countries shall be considered as Developing countries.</p>
<p>121 General</p>		<p>Classification of developed and developing country shall be based on United Nation list. Please Confirm</p>	<p>Countries falling under category of "High Income Economies" as defined by World Bank OR Countries falling under category of "Advanced Economies" as defined by IMF will be considered as "Developed Countries". Rest of the countries shall be considered as Developing countries.</p>



<p>122</p> <p>Pg 16 - Vol. 2: General, Criterion III</p> <p>Point Experience in the assigned task (Weightage:50 %).</p>	<p>(iii) Experience in the assigned tasks</p> <p><input type="checkbox"/> Experience in the same rank or equivalent for at least 5 years in relevant field will earn full marks.</p> <p><input type="checkbox"/> For lower periods of experience, marks will be given proportionately.</p> <p><input type="checkbox"/> Experience at a rank one below will be given marks at half of the above.</p>	<ul style="list-style-type: none"> • Chief Program Expert • Senior Program Advisor • Senior Financial Advisor • Chief Cost Control Expert • Senior Cost Control Expert • Chief Property Development Planner • Senior Property Development Planner • Multimodal Transport Planner 	<p>As per tender conditions.</p>
<p>123</p> <p>Vol.-1, Section-3, Prequalification/Shortlisting Criteria, Page-10</p>	<p>***"Similar Consultancy Works" means Consultancy Contracts for General Consultants, Project Management Consultant or Detailed Design and Construction Supervision Consultant for MRTS / High Speed Rail projects.</p>	<p>We request you to please consider Infrastructure projects as a relevant field for the mentioned positions.</p>	<p>MRTS projects includes all rail based systems having dedicated Right of Way (ROW), excluding Tramways and Monorail.</p>
<p>124</p> <p>Vol-2, General, Clause No.-3.1, Evaluation of Technical Proposal, Page-4</p>	<p>"Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant.</p>	<p>We request the client to consider three similar assignment costing not less than Rs. 1000/- million to encourage participation of creditable consulting firm in this bid, as project of similar value are done in JV. Therefor, Rs.1000/- million will enable firms having similar assignments to participate in this bid.</p> <p>Further, we request the client to allow assignments that are completed in last 10 years, the required assignments with such high consultancy fee, generally do not gets completed in 7 years. Therefore, we request the to amend the clause as the applicant should have done during the last 07 years (from 2009-10 to 2018-19)</p>	<p>As per tender conditions.</p>
<p>125</p> <p>Clause: 2/ Section 3 Prequalification Criteria/ Page no. 12</p>	<p>A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. A Consultant may be considered to have a conflict of interest with one or more parties in his bidding process, if:</p> <p>(a) a Consultant has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;</p> <p>(b) a Consultant is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or</p> <p>(c) a Consultant lends, or temporarily second its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.</p>	<p>We would like to apprise you that in last couple of years wherever General Consultancy tenders are floated client has generally relaxed in RFP document the conflict of Interest and allowed consultants to bid for General consultancy tender even in case same consultant is Detailed Design consultant on the project for which General consultancy tender is floated only in case when consultant shall insure that if selected as General consultancy the consultant shall have to get the Proof Checking of the Detailed Designs from a third party at their own cost. Also, we would like to highlight few recent concluded General Consultancy tenders where client has allowed Detailed Design Consultants to bid for General consultancy tender on same project. Few projects are NCRTC Delhi- Meerut General consultancy project, Maha Metro Nagpur General consultancy project and MMRDA Line 5& 9 General consultancy project.</p>	<p>As per tender conditions.</p>
<p>Clause 3.2.3/ GCC/ page 129</p>	<p>Consultant and Affiliates not to be otherwise interested in Project. The Consultant agree that, during the term of this Contract and after its termination, the Consultant, and any entity affiliated with the Consultant, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p>	<p>Citing our above understanding of recent tenders, we would request to allow us to bid for this General consultancy project.</p>	



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126	ATTACHMENT-1: Summary Evaluation Sheet	Man months of categories as given in 3.1.1(D) provided for the above eligible projects. Bidder A, B & C have provided 68000, 57000 & 40000 man- months respectively of specified categories for the eligible projects.	You would agree that getting certificate from auditor for total K1 and K2 category man month on eligible projects would not be easy task for consultant as the description of category K1 and K2 in floated project would be different as defined in those eligible projects. So we would request you to accept total man months of eligible projects certified by auditor certificate.	As per tender conditions.
127	Volume/2, page 16	Eligibility - Country experience Developed Country experience: The classification of developed / developing countries	We request you to allow bidders to consider the list of developed and developing countries as proposed by World Bank.	Countries falling under category of "High Income Economies" as defined by World Bank OR Countries falling under category of "Advanced Economies" as defined by IMF will be considered as "Developed Countries". Rest of the countries shall be considered as Developing countries.
128	Volume/1, page 16 Annexure-2 Form of Bank Guarantee for Bid	Effectiveness of Contract This Contract shall come into force and be effective from the date of Issue of Letter of Acceptance to the Consultant. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period.	You would agree that it is general procedure of Banks in India to add Notwithstanding clause in the Bank Guarantee issue by them for bidding purposes. The Notwithstanding clause generally contained of below highlighted points: NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED _____ (ONLY) THIS BANK GUARANTEE SHALL BE VALID UPTO _____, WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE ONLY AND ONLY IF THE EMPLOYER SERVES UPON THE BANK A WRITTEN CLAIM OR DEMAND ON OR BEFORE _____, WHEREAFTER IT CEASES TO BE IN EFFECT IN ALL RESPECTS WHETHER OR NOT THE ORIGINAL BANK GUARANTEE IS RETURNED TO US. This guarantee cannot be assigned nor transferred to any other third party, without the prior written consent of the Guarantor. However, we have requested our Bankers not to add this Notwithstanding clause in the Bank Guarantee format given in RFP but as per mandatory banking Guidelines, our Bank is insisting to issue Bank Guarantee only after adding above mentioned Notwithstanding clause. So, we would request your good self to accept the abovementioned changes and allow us to submit Bank Guarantee with Notwithstanding clause added in it.	Refer Annexure 08 of Addendum 01.
129	Clause 2.1 GCC Volume 2	Suspension The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension. Such suspension may be revoked on proof of remedial action by the consultant to the satisfaction of the Employer	Please define substantial mobilization	Referred Clause is self explanatory.
130	Clause 2.7 GCC Volume 2	Right of suspension to be given to Consultant	As per tender conditions.	As per tender conditions.
131	Clause 8.3.2 (i) GCC Volume 2	Dispute Resolution	Panel of arbitrators to be proposed by the Client. We would request to allow 3 No's of arbitrators, one from client, one from consultant and one appointed by both arbitrators. 19	As per tender conditions.



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132	Clause 3.4 ii SCC Volume 2	for any direct loss or damage that exceeds (A) the total payments made and expected to be made to the Consultants under this contract including reimbursables, etc. or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever is higher.	Liability linked to proceeds of insurance, should be capped to contract value	As per tender conditions.
133	Clause 3.5 SCC Volume 2	Third Party liability insurance with a minimum coverage, for INR. 4 crores	Would request to capped it to 1 Million INR.	As per tender conditions.
134	Clause 3, Volume 2	Variation	Variation to be specified	No such clause exists in tender document.
135	Clause 3.2.3 Volume 2	Consultants and Affiliates not to be otherwise interested in the Project	Please clarify whether Consultant acting as DDC for Kanpur project and sub-con to DDC in Agra project would be Conflict of interest <ul style="list-style-type: none"> We suggest that the number of training and memberships shall not have relative marking as required qualification is already being taken in marking. We suggest additional training/ membership there has to be a limit of maximum of 5 training / memberships. 	As per tender conditions.
136	Pg 16 Vol 2			As per tender conditions.
137	Pg 7 vol 2	Chief Structures expert - Elevated Design OR Execution Chief Structures expert- Underground Design OR Execution Senior Structures expert- Underground Design OR Execution Senior Project Manager (C & C), Design OR Execution Senior Project Manager Design OR Execution (Hope it is TBM)	1. There are two positions of Deputy Project Director as per RFP but the qualification criteria is not mentioned. Please let us know the qualification criteria for these positions 2. Positions mentioned in RFP has no clarity of Supervision / Execution or Design. Please give us classification for the same. i.e Chief Structures expert – Elevated, Chief Structures Expert Underground, Senior Structures expert- Underground, Senior Project Manager (C & C), Senior Project Manager. 3. As mentioned in RFP please give us definition of developed nation. As we understand that experience in gulf/Singapore / Malaysia/ Mauritius countries will be counted in developed countries.	As per tender conditions. Countries falling under category of "High Income Economies" as defined by World Bank OR Countries falling under category of "Advanced Economies" as defined by IMF will be considered as "Developed Countries". Rest of the countries shall be considered as Developing countries.
138	2.6.6 (pg126 Vol 2)	Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.	We understand that in case parties failed to agree on appropriate measures then the same shall be referred to the Arbitration.	As per tender conditions.
139	2.8.6 (Pg128 Vol 2)	Disputes about Events of Termination If either Party disputes whether an event specified in paragraphs (a) through (f), (h) and (i) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.	We suggest that: If either Party disputes whether an event specified in paragraphs (a) through (i) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.	As per tender conditions.
140	3.2.4 (Pg130 Vol 2)	(b) after the termination of this Contract, such other activities as may be specified in the SCC.	We request to please Cap the limit of penalty, as the penalty cannot be higher than the consultant's fees.	As per tender conditions.
141	6.4 (Pg137 Vol 2)	(f) Penalty equivalent to 20% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme. (g) Overall replacement of Key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied.	We understand that client intention is to work closely with the consultant still looking at the penalty clause we request you to please reduce it to 10%. This will help the companies to reduce the bid by considering lower risk.	Please refer Annexure-02 of Addendum1.
142	8.3.1 (Pg138 Vol 2)	(i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores; (ii) 3 (Three) arbitrators in all other cases.	We suggest that please reduce Overall replacement of Key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 5% of the replaced man months shall be levied. We suggest that to keep Sole Arbitrator for all claims as it help is fast judgment.	As per tender conditions



143	8.3.2 (Pg139 Vol 2)	<p>(i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/LMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/LMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.</p>	<p>Sole Arbitrator shall be independent and must be appointed mutually. In case party failed to appoint independent sole arbitration then the same shall be appointed through Intervention of Court.</p>
144	Pg 151 Vol 2 (BG)	<p>NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the General Consultant up to a total of _____, such sum being payable in the types and proportion of currencies in which the Contract is payable, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand. We further agree that no change of addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under the guarantee, and we hereby waive notice of any such change, addition or modification.</p>	<p>2nd:- The Client shall have no claim under this guarantee unless a notice of claim under this guarantee has be.... only in case of established loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by client.... The Client shall have no claim under this guarantee unless a notice of claim under this guarantee has been served on the bank before the expiry of the BG.</p>
145	3.5 (Pg 156 Vol 2)	<p>b) Third Party liability insurance with a minimum coverage, for INR. 4 crores or equivalent amount in U.S. Dollars (exchange rate as on the date of issue of Letter of Acceptance) for the period of consultancy.</p>	<p>The third party insurance minimum coverage shall be minimum 2Cr. As the given amount is on higher side compare to general rule of market.</p>
146	APPENDIX 11 Page 84 Clause 3.1 Volume 2	<p>Scope of work - Design review</p>	<p>DDC contracts for Corridor 1 of both Kanpur & Agra have already been awarded. Basic Design finalization is under process.</p>
147	Volume 1 section 1 LOI POINT 3	<p>..... May be through loaf of external agencies</p>	<p>Process for finalization of bank is on. After finalization, details will be shared with GC.</p>
148	Vol 1 Page clause 1.1	<p>i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million</p>	<p>The completed part of the project will be taken for marking criteria</p>
149	Vol 1 Page clause 1.1	<p>i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million</p>	<p>We understand that the reference used to qualify in PQ will also be counted as one of the 10 assignments for full marking please clarify</p>
150	Vol 1 Page clause 1.1	<p>i) at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million</p>	<p>If project is 84 Million can we consider it as two projects and required criteria if for 42 No. Single project will be counted as one Million can one project will be counted as 2 projects during marking</p>
151	Vol 1 Page clause 1.1	<p>Conflict of interest</p>	<p>Is consultants already working with client on DDC for same project allowed to bid. As per tender conditions.</p>



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152	Vol 1 Page clause 1.1	10 at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million	Please clarify the timing for eligible fees in last 7 years i.e Consultant received following payment: 2010- Rs. 50 Cr. 2011- Rs. 50 Cr. 2012 - Rs. 50Cr. Is this project will be eligible as this has received the payment of Rs. 150 Cr. For the project.	Fees/Payments received during last 7 years ending 31.12.2019 i.e. (w.e.f. 01.01.2013) will be considered for evaluation. Please also refer Annexure-01 & 12 of addendum 1.
153	Vol 1 Page clause 1.1	10 at least One "Similar Consultancy Work" ** costing not less than Rs.3000/- million (US\$ 42 million	We understand that last 7 years fees can be certified by Auditor or client as case may be will be accepted as proof. Please clarify	Yes, your understanding is correct.
154	Volume 2 3.1. Evaluation of Technical Proposal	Man-months provided" means man-months which have been provided.....	As in Europe our projects are lump sum so we understand that to show for total man months of K1 and K2 either client certificate or auditor certificate is accepted. Please clarify	Yes, certificate from either client/auditor is accepted.
155	Page 6 Vol 2 Tech Proposal	Position 6 B Senior Rolling Stock	Please clarify whether the rolling stock expert CV will be evaluated.	Yes. Please refer Annexur-06 of addendum 1.
156		Defect liability period	Please clarify is Defect Liability period is 5 years or 5+1 = 6 years	Defect Liability period is 3 years from the certified date(s) of completion & commissioning of a phase/phases of the project.
157	Vol 2 proposal	tech All K1 and K2 CV's	Please clarify is it possible for key expert to give consent to 2 or more consulting companies for project.	Permitted.
158	Page 4 volume 2	Uttar Pradesh Metro Rail Corporation Limited invites proposals to provide the General Consultancy services for Kanpur & Agra Metro Rail Projects.	Please clarify is there will be different teams from client side to manage the project at Kanpur and Agra.	Projects shall be managed by UPMRCL (including its administrative and field offices).
159	Vol2 Page 5	General Consultant Positions for Kanpur & Agra	Please clarify as the K1 positions are common where they will have office i.e Kanpur, Agra, or Lucknow.	The same shall be approved by UPMRCL after considering the proposal of Consultant.
160	Pg 16	(b) fails or refuses to furnish the Initial Performance from an Indian Scheduled Commercial Bank.	Please clarify the intent on Initial Performance.	Initial performance implies to submission of performance Guarantee of 1% of contract.
161	Pg 27 Vol 1	Was arbitration / litigation Commenced? Were any penalties imposed for Reasons other than delay. If yes, give details. a) During execution b) After Completion of work c) During operation and maintenance d) If answer to (a) or (b) is Yes, then give number of arbitration cases & details thereof. Was litigation commenced? If yes, give details.	Please clarify that Arbitration cases related to only Rail Project or any infrastructure projects litigation disclosure is required.	This relates to "Eligible Projects" as described in Clause 3.1.1 of General. Vol-2.
162	Pg 4 & 109 2	Vol "Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultant or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant.	As per the Volume 2 RFP document (page 4), it is said that eligible projects will include MRTS/High Speed Rail project valued not less than INR 1500 million but on page 109 Appendix III-2 "Firm experience" only MRTS is mentioned. Request you to please clarify the same.	Please refer Annexure 05 of Addendum 1.



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163	In RFP document / - MRTS/High Speed Rail projects Volume 2, page 4	It is said that eligible projects means: - Valued at not less than INR 1500 million	We understand that there is a printing error In RFP document / Volume 2, page 109 Appendix III-2 "Firm experience" Below the table "Firm experience", it is written that the information should be filled for: 1. Only for Metro rail projects High speed rail is not included The consultancy cost of the contract is equal or more than INR 1000 million	Please refer Annexure 05 of Addendum
164	Proposal Due Date		We request you to please provide at least 3 weeks' time for submission of comprehensive proposal from the date of publishing pre-bid responses.	Please refer Annexure 24 of Addendum 01
165	Volume 1 Section 1 Clause 9	"Bid Security/Earnest Money Deposit (EMD): ..."	Please kindly clarify whether in case of JV/Consortium, the Bid Security/Earnest Money Deposit (EMD) can be submitted by any of the member of the JV/Consortium.	Bid Security/Earnest Money Deposit (EMD) can be submitted by any member of JV/Consortium.
166	Volume 1 Section 1 Clause 9 "	Last date of seeking clarification: 06.02.2020"	We believe it may be beneficial to the client if the Bidders may get further clarifications on some very specific topics, which may not have been yet scrutinized. Hence, could the last date for seeking clarification be extended of 5 working days.	As per tender conditions.
167	Volume 1 Section 2 Clause 1.6 "	For Agra Metro Project, all the above terms and conditions of [...] subject to the direction/ orders/ modifications issued by the Honble Supreme Court of India, Government and/ or other Statutory bodies from time to time."	It can be understood from this clause that on the client side, the validation project for the Agra and Kanpur project may be different. Is it so? Please clarify the validation process GC will have to follow for each project and clarify the management structure for each project within the client organization.	As per tender conditions.
168	Volume 1 Section 2 Clause 1.6	"For Agra Metro Project, all the above terms and conditions of [...] subject to the direction/ orders/ modifications issued by the Honble Supreme Court of India, Government and/ or other Statutory bodies from time to time."	It can be interpreted from the clause that the client may have different management team for the project Agra and the project Kanpur. Should it be so, are there therefore some specific expectation from the client on the GC organization?	As per tender conditions.
169	Volume 1 Section 2 Clause 1.6	"For Agra Metro Project ... time to time."	Many concepts from the Preliminary Design may be common to Agra and Kanpur project. Is it the intention from the client to get a Preliminary Design framework common to the 4 projects?	As per tender conditions.
170	Volume 1 Section 2 Clause 1.6	"For Agra Metro Project ... time to time."	Is it the client intention to have for work of similar nature Tenders floated for both Agra and Kanpur projects or is it the client intention to have systematically the tender floated for both projects floated separately for both projects?	As per tender conditions.
171	Volume 1 Section 2 Clause 1.6	"For Agra Metro Project ... time to time."	When it comes to the approval of GC monthly billing situation by the client, could you clarify the process which will be adopted	Kindly refer to Clause 6 of GCC.
172	Volume 2 Section 2 Clause 1.3 "...	Supervision and contract management of civil construction of elevated stations and viaducts will be the responsibility of UPMRC. GC shall however be responsible for safety, quality and environmental compliances for all the elevated structures..." and Clause 1.4 "Proof checking of designs submitted by Detailed Design Consultants engaged by UPMRC for elevated sections, Car Maintenance Depot and Operation Control Centre will also be the responsibility of General Consultants	When reading Volume 1 and Volume 2 jointly, it is our opinion that the delimitation of scope between UPMRC, the GC and the DDC would benefit some clarification. Could you please provide a responsibility matrix?	Kindly refer to TOR for detailed scope of services to be provided by GC.
173	Volume 2 Section 2 Clause 1.3 "...	Supervision and contract management of civil construction of elevated stations and viaducts will be the responsibility of UPMRC. GC shall however be responsible for safety, quality and environmental compliances for all the elevated structures..." and Clause 1.4 "... designs submitted by Detailed Design Consultants engaged by UPMRC for elevated sections, Car Maintenance Depot and Operation Control Centre will also be the responsibility of General Consultants."	Could you clarify whether the GC is in charge of the Preliminary Design for elevated sections, Car Maintenance Depot and Operation Control Centre?	Kindly refer Clause 3.2, 3.3 & 3.4 of TOR.



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174	Volume 2 Section 2 Clause 1.3 " ..."	Supervision and contract management of civil construction of elevated stations and viaducts will be the responsibility of UPMRC."	Could you clarify who will be in charge of preparing the tender for the Detail Design Consultants and who will be in charge of the Bid Analysis? Similarly, could you clarify more generally the same for the contracts for which Supervision and contract management are defined as responsibility of UPMRC? Supervision and contract management are defined as the responsibility of UPMRC. However, the Consultant is expected to support these activities. In order to allow a better quantification of these work, could be more specific on the expectation scope wise and could you clarify which position you have considered in your proposed deployment schedule to perform such support?	Kindly refer Clause 3.2, 3.3 & 3.4 of TOR.
175	Volume 2 Section 2 Clause 1.3	"The Consultants [...] also support in construction supervision and contract management of Depot and OCC wherever so desired by UPMRC. Supervision and contract management of civil construction of elevated stations and viaducts will be the responsibility of UPMRC."	• We understand that the experience of only Detailed Design Assignment will not be considered as eligible projects. Please confirm. • We wish to note that Independent Engineer assignments are similar to General Consultant / Project Management Consultant. In general, Independent Engineer's scope includes, review of designs and drawings, contract agreements, quality assurance procedures, construction monitoring, supervision and inspection of work of all phases including civil, system, rolling stock, traction etc., review and inspect safety measures and including Operation and Maintenance phase. • We therefore request you to include Independent Engineer as eligible projects.	Kindly refer Clause 3.2, 3.3 & 3.4 of TOR.
176	Volume-2, page-4, clause-3.1.1. A)	"Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design Consultants or Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years	The clause may be modified as below:- • "Eligible Projects" means Consultancy Contracts, General Consultants / Project Management Consultant / Detailed Design and Supervision Consultant / Proof Check and Construction Supervision Consultant / Construction Supervision Consultant / Independent Engineer for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years.	As per tender conditions. Please also refer Annexure 01, 05 & 12 of Addendum 01.
177	Volume 1 Page 10, Clause 1	Eligibility Criteria for shortlisting of Applicants	As per the present criteria, JV/Consortium as a whole is required to satisfy both the Technical and Financial eligibility criteria. We note that in order for Client to receive bids from eligible bidders, it is important that each member of JV/Consortium should have experience on similar complex projects such as Metro Rail, Monorail, Light rail etc. It is therefore also necessary that each member of JV/Consortium should be required to satisfy atleast 50% of the Technical as well as Financial experience criteria. We therefore request that in addition to satisfaction of Eligibility Criteria as a whole, the Client should specify a minimum Technical and Financial eligibility criteria to be satisfied by each of the JV/Consortium member.	Please refer Annexure- 12 of Addendum-01.

The suggested criteria to be satisfied by each JV/Consortium member is as below:

- Each JV partner must have prior experience of working as General Consultant/Project Management Consultant/ Detailed Design and Construction Supervision Consultant/ Independent Engineer for a MRTS/ Monorail / High Speed Rail Projects and the applicant should have completed/ongoing during last 7 years atleast One project where he has received fees not less than Rs. 750 million.



<p>178 Volume-2, Page-4, Clause-3.1.1</p>	<p>3.1.1. - Evaluation of Technical Proposal</p> <p>A) Relevant services carried out in the eligible projects in the last in 2 parts i.e. experience on eligible projects and man months of categories K1 and seven years, which should include both elevated and underground K2 provided on the eligible projects. In this regards, we note as below:</p> <p>[Marks for experience will be given based on the number of eligible proportionate basis wherein the bidder with 10 eligible assignments will be awarded projects and the total number of man months provided in such full marks in comparison with the bidders with lesser number of eligible assignments. eligible projects by single entity/ consortium firm.] Equal weightage a. Similar to the requirements followed by other GC organizations, we request for the Nos. of projects and total man month will be given. Man- maximum score be allotted for 5 or more similar assignments while the score for Months of the Man Power only in the Categories given in Para lesser number of assignments should also be defined.</p> <p>3.1.1 (D) will only be taken into account.</p> <p>Further as per page 14, Criteria-A, point-ii</p> <p>(ii) For "Man-months of categories given in 3.1.1 (D)", the bidder c. The current requirement of 10 projects will give undue advantage to very large having provided the highest number of man months in eligible consulting organizations in comparison with the smaller ones who should be given an projects will get 100% of the maximum marks for this sub- criterion. equal opportunity to compete</p> <p>The bidders having provided lesser number of man-months in 2) Manmonths of K1 and K2 on eligible projects –</p> <p>eligible projects will be awarded proportional points based on (i) We understand that the Client has requested the information pertaining to man- number of man-months provided by them in eligible projects (i.e. If months provided by the bidders on the eligible projects in order to determine whether bidder A has provided the highest number of man months in the bidder's personnel were involved in key positions on the respective projects.</p> <p>eligible projects; i.e. "n1" and bidders B & C have provided "n2" & (ii) We wish to note that the fees received for an eligible project will be based on the "n3" numbers of manmonths in eligible projects respectively, then deployment of certain category of staff on the specific eligible project. If the bidder is bidder A will get 100% of the maximum marks for this sub-criterion able to meet the requirement of INR 1500 Million of fees/payments received which in and bidders B & C will get "n2x100/n1" % and "n3x100/n1" % of itself is a huge requirement, it is established that the bidder will have necessarily maximum marks respectively.) provided number of positions against key categories.</p> <p>As per the current RFP, the evaluation of specific experience if firm has been divided As per the current RFP, the evaluation of specific experience if firm has been divided in 2 parts i.e. experience on eligible projects and man months of categories K1 and metro line projects, independent/combined. (Appendix III-2). 1) Experience on eligible projects – the scoring presently stipulated is on [Marks for experience will be given based on the number of eligible proportionate basis wherein the bidder with 10 eligible assignments will be awarded projects and the total number of man months provided in such full marks in comparison with the bidders with lesser number of eligible assignments. eligible projects by single entity/ consortium firm.] Equal weightage a. Similar to the requirements followed by other GC organizations, we request for the Nos. of projects and total man month will be given. Man- maximum score be allotted for 5 or more similar assignments while the score for Months of the Man Power only in the Categories given in Para lesser number of assignments should also be defined.</p> <p>3.1.1 (D) will only be taken into account.</p> <p>Further as per page 14, Criteria-A, point-ii</p> <p>(ii) For "Man-months of categories given in 3.1.1 (D)", the bidder c. The current requirement of 10 projects will give undue advantage to very large having provided the highest number of man months in eligible consulting organizations in comparison with the smaller ones who should be given an projects will get 100% of the maximum marks for this sub- criterion. equal opportunity to compete</p> <p>The bidders having provided lesser number of man-months in 2) Manmonths of K1 and K2 on eligible projects –</p> <p>eligible projects will be awarded proportional points based on (i) We understand that the Client has requested the information pertaining to man- number of man-months provided by them in eligible projects (i.e. If months provided by the bidders on the eligible projects in order to determine whether bidder A has provided the highest number of man months in the bidder's personnel were involved in key positions on the respective projects.</p> <p>eligible projects; i.e. "n1" and bidders B & C have provided "n2" & (ii) We wish to note that the fees received for an eligible project will be based on the "n3" numbers of manmonths in eligible projects respectively, then deployment of certain category of staff on the specific eligible project. If the bidder is bidder A will get 100% of the maximum marks for this sub-criterion able to meet the requirement of INR 1500 Million of fees/payments received which in and bidders B & C will get "n2x100/n1" % and "n3x100/n1" % of itself is a huge requirement, it is established that the bidder will have necessarily maximum marks respectively.) provided number of positions against key categories.</p> <p>(iii) We further note that as is the case on similar contracts in India as well as internationally, all partners of the JV/Consortium are jointly and severally liable for the successful delivery of the full scope of services including Civil and Systems</p> <p>(iv) Finally, you will appreciate that the staffing categories vary from project to project and it is extremely tough to get the manmonths categorized and to further get it certified by the Client.</p> <p>Based on our above explanation we request as below:</p> <p>a. We request that this particular requirement scoring criteria for manmonths should be deleted and the marks allocated for this sub-criteria should be added to criteria for experience on eligible projects. In addition, we request that Client may specify that the bidder member should have a minimum 30 % share in the eligible project credential for it to be considered as an eligible project. This will ensure the Client to determine that the bidder has a joint and several liability and therefore have enough experience of delivering similar projects.</p> <p>b. Alternatively, we request that the maximum scoring should be on the basis of benchmarking. For eg. There should be maximum score for a fixed number of manmonths while the score for lesser number of manmonths will be on proportionate basis.</p> <p>c. We understand that certification of manmonths the Chartered Accountant of the Company is acceptable if Statutory Auditor is not available.</p>	<p>As per tender conditions.</p>
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179 Volume-2, page-4, point-B	B) Field of professional services provided viz., as a General Consultant i.e. Project Management or Construction Supervision Consultant or Detailed Design Consultant or Proof Check Consultant (AppendixII-2)	We understand that the experience of only Detailed Design Assignment on a standalone basis will not be considered as eligible projects. Please confirm. We request you to modify the clause as below:- B) Field of professional services provided viz., as a General Consultant i.e. General Consultant/Project Management Consultant/ Detailed Design and Construction Supervision Consultant/ Independent Engineer for a MRTS/ Monorail / High Speed Rail Projects (AppendixIII-2)	As per tender conditions.
180 Volume-2, page-16, point-C. (i)	(i) Educational Qualifications (Weightage: 20%) For engineering posts, the following criteria will be used for awarding rating/mark..... For non-engineering posts, the following criteria will be used	The scoring criteria given is not in line with that used for other metro projects. Hence we request you to modify the same as mentioned below:- 1) For engineering posts: A) Post-Graduation in Engineering/MBA after Engineering Graduation degree / PG Diploma in respective field: 100% marks B) Engineering Graduates in respective field: 95% marks C) Diploma of three-year duration in respective field: 70% marks 2) For Non Engineering posts: A) Doctorate or additional relevant post graduate degree: 100% marks B) Post Graduation or accepted Professional qualification: 95% marks C) Graduation in relevant discipline: 90% marks	As per tender conditions.
181 Volume-2, page-16, point-C. (ii)	(ii) Professional Training/ Attachments/ Membership (Weightage: 10%) • attached to teaching/research institutions. (1 mark per attachment) • short term training course not less than a month on task assigned (1 mark per course) • Membership of local reputed institutions, foreign institutions/bodies (1 mark per institution; subject to maximum of 10 marks) Bidder getting the highest marks under this sub-criterion will get 100% of the maximum marks for this sub-criterion. The bidders having obtained lesser number of marks will be awarded proportional points based on number of marks obtained by them. (i.e. If bidder A has obtained highest number of marks i.e. "n1" and bidders B & C have obtained "n2" & "n3" marks respectively, then bidder A will get 100% of the maximum marks for this sub-criterion and bidders B & C will get "n2 x100/n1" % and "n3x100/n1" % of maximum marks respectively.)	As per the present scoring criteria, it is understood that the bidder will score full 10% weightage against this criteria if it meets the below requirement: • attached to 10 or more teaching/research institutions • 10 or more short term training course not less than a month on task assigned • 10 or more Membership of local reputed institutions, foreign institutions/ bodies Considering the intense involvement of the key staff that is required on the Metro Rail projects, it is impossible for candidates to be attached and spend time in the field of teaching / research. In addition, the present requirement of the key personnel to be attached with 10 or more teaching/research institutions is practically impossible. This is similar for the criteria of short term training course and membership with institutions. We therefore request that specific weightage of 10% for this sub criteria should be deleted and be distributed to other sub criterias. Alternatively, we request that the criteria should be modified as below: (ii) Professional Training/ Attachments/ Membership (Weightage: 10%) Bidder having 10 or more Professional Training/ Attachments/ Membership either individually or cumulatively in particular category, will get 100% of the maximum marks for this sub-criterion. Other bidder having lesser numbers will be awarded marks on the basis of 1 mark per Training/ Attachments/ Membership subject to maximum of 5 marks.	As per tender conditions.
182 Volume-2, page-16, point-C. (iii)	(iii) Experience in the assigned task (Weightage:50 %). • Experience in the same rank or equivalent for at least 5 years in relevant field will earn full marks. • For lower periods of experience, marks will be given proportionately. • Experience at a rank one below will be given marks at half of the above.	We request you to modify the clause as below:- (iii) Experience in the assigned task: • "Experience in the same rank or equivalent or one level below for at least 5 years in relevant field will earn full marks." • For lower periods of experience, marks will be given proportionately.	As per tender conditions.



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183	Volume-2, page-16, point-C. (V)	<p>(V) Country experience (15 %)- (a) For positions to be filled by foreign/expatriate experts • marks for developed country experience exceeding 5 years – 60 % • marks for Indian experience of at least 1 year – 20 % • marks for experience in other developing countries exceeding 1 year- 20 %</p>	<p>For positions to be filled by foreign/expatriate experts: We request to delete the 20% weightage for the past experience in India, as this will limit the skilled expat candidates available. There are many experienced and skilled expatriate experts who are willing to work in India, however will lose valuable marks for not having worked previously in India</p> <p>Based on above, we request you to modify the clause as below:- • marks for developed country experience exceeding 5 years – 60 % • marks for developing countries exceeding 1 year- 40 %</p>	As per tender conditions.
184	Volume-2, page-17, point-D. IV	<p>Criterion IV (v/z. Suitability of the skills transfer programme): marks will be allotted according to the methodology specified in Appendix III.9. Bidder getting the highest marks under this sub-criterion will get 100% of the maximum marks for this sub-criterion. The bidders having obtained lesser number of marks will be awarded proportional points based on number of marks obtained by them. (i.e. If bidder A has obtained highest number of marks i.e. "n1" and bidders B & C have obtained "n2" & "n3" marks respectively, then bidder A will get 100% of the maximum marks for this sub- criterion and bidders B & C will get "n2x100/n1" % and "n3x100/n1" % of maximum marks respectively.)</p>	<p>The method of proportionate marking for this clause does not look feasible, as the bidder would not be able to judge the score he can achieve. We request you to provide a fixed marking pattern for this clause.</p> <p>Criterion IV. Suitability of the skills transfer programme • 1 mark for each such project subject to maximum of 5 marks.</p>	As per tender conditions. Also please refer Annexure-03 of Addendum 1.
185	Volume-2, page-109, Appendix III-2	<p>FIRM'S EXPERIENCE Relevant Services carried out in the last seven years</p>	<p>We request following modifications in the form: • Sr. No. 4 – the field of professional services should be modified as General Consultant/Project Management Consultant/ Detailed Design and Construction Supervision Consultant/ Independent Engineer for a MRTS/ Monorail / High Speed Rail Projects • Sr. No. 6 - Only total no. of staff-months to be submitted. The requirement of categorization may be relaxed • Sr. No. 10 - Length of the Project line presently in operation • Note - Information to be given only regarding Metro rail projects including Mono rail projects wherein the consultancy cost of the contract by the single entity/Group (Any Partner of the group) (Item 7) is equal or more than INR 750 million</p>	As per tender conditions. Also please refer Annexure-05 of Addendum 1.
186	Volume -2, page-124, clause-2.1	<p>2.1 Effectiveness of Contract This Contract shall come into force and be effective from the date of issue of Letter of Acceptance to the Consultant. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period.</p>	<p>You will appreciated that after issuance of LOA, the applicant will required time to complete activities required for contract preparation and mobilization. We therefore request that the duration of Sixty days (60) from the date of issue of LOA be provided for the contract to come in force.</p>	As per tender conditions.
187	Volume -2, page-131, clause-3.8.2	<p>Serious Hindrances The consultants shall report to the employer and Bank promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.</p>	<p>We understand that the Consultant has liability only towards the Employer as per the provision of this Contract. Therefore, contractually the Consultant needs to report to the Employer only, and not the Bank. Request you to please clarify and accordingly make necessary modifications.</p>	As per tender conditions.
188	Volume -2, page-132, clause-3.11.2, 3.11.4	<p>3.11.4 In the event of any defect coming to the notice of the Employer during the 3 year period from the certified date(s) of completion and commissioning of a phase/phases of the project and in the eventuality of the consultant failing to rectify the same, the Employer will forfeit the amount of the performance guarantee</p>	<p>In addition the commissioning of the Project will be completed in different phases. In the event the Consultant fails to rectify any defect, we understand that the Performance Guarantee will be forfeited proportionately to any particular phase where the Consultant has failed to rectify the defect and not for the entire Project. Please clarify.</p>	As per tender conditions.



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189	Volume -2, page-132, clause-4.2. c	4.2 (c) Page 132- c) If additional work is required beyond the scope of the Services specified in Terms of Reference, estimated periods of engagement of Key Personnel set forth in Appendix - VIII may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth.	As per tender conditions.
190	Volume-1, page-12, clause-2	A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. A Consultant may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) a Consultant has been engaged by the Employer (b) a Consultant is any associates/ affiliates (c) a Consultant lends, or temporarily seconds	Consultancy services for preparation of Feasibility Report/ Detailed Project Report (DPR) were at pre-approval stage to facilitate approval of the project by Government. Consultants engaged for the same shall not be considered having conflict of interest in terms of clause 2 of Section 3, Prequalification/ Shortlisting criteria, Vol-1.
191	Volume -1-Page-3	Last date of Submission is on 02/03/2020	Please refer Annexure 24 of Addendum 01
192	NIT, Date & Time of Submission of Tender	Last date and time of submission of Tender on 03rd March 2020, 19 @ 15:00 Hrs.	Please refer Annexure 24 of Addendum 01
193	Clause 6.4, Mode of Billing and Payment	(f) Penalty equivalent to 20% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme. (g) Overall replacement of Key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied. If replacements of equal or better qualifications are not deployed, it will be considered as non-deployment of key personnel and penalty as per para 6.4 (e) will be recovered from the consultant.	Please refer Annexure-02 of Addendum-01.
194	Clause Arbitration 8-3-	(i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/LMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/LMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator. (ii) In case of 3 Arbitrators: a) Within 60 days from the day when a written and valid demand for Arbitration is received by D/LMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.	As per tender conditions.
195	Clause 8 of SCC	c) Project specific Professional Indemnity insurance policy with a minimum coverage equal to remuneration estimated including reimbursables etc. (as required under 3.4 (a) (ii) of SCC). Global cover (with specific mention of coverage of GC contract for Kanpur & Agra Metro Rail Project under (i) is also acceptable. Validity of PII shall be upto 3 years beyond date of completion.	As per tender conditions.

We request you to please reduce the validity of PII from 3 years to 28 days beyond date of completion.



196	Vol-1, Technical Eligibility Criteria	"Similar Consultancy Works" means Consultancy Contracts for General Consultants, Project Management Consultant or Detailed Design and Construction Supervision Consultant for MRTS / High Speed Rail projects.	We request you to please remove High Speed Rail Projects under similar consultancy works as it's a metro project.	As per tender conditions. Also refer Annexure-12 of Addendum 1.
197	Vol-2, Clause 3.1.1 (A) Evaluation of technical Proposal	For the positions listed in K1 or K2 of 3.1.1(D) (or equivalent). In cases where the nomenclature of the position is different from that given in 3.1.1(D), the bidder shall be responsible for providing adequate information & job description to establish equivalence. Client certificate or certificate from Auditors of the company should clearly specify the total man months provided for the positions listed in K1 or K2 of 3.1.1 (D) (or equivalent) for each of the Eligible projects in the previous 07 financial year.	We request you to please allow Certification from the Auditors/Chartered Accountant appointed by the Board Members.	As per tender conditions. Please also refer Annexure-01 of Addendum 1.
198	Vol-2, Clause 3.1.1 (D) Evaluation of technical Proposal	b) Deputy Project Director (K2)	We request you to please change the category of Deputy Project Director from K2 to K1.	As per tender conditions.
199	Page 6 Vol 2	The Key Staff for the assignment will be evaluated with respect to the following list of tasks/positions (except the positions marked with ++). i.e. CVs for all K 1 positions and 7 (Seven) K 2 positions (viz. 1.1b, 2.1c(ii), 2.1 c (iv), 2.1 c (v), 3 b (ii), 4 c (i) and 6 b) are required to be submitted by bidders.	Please confirm that the CVs under 6 b) and 6c) are required to be submitted.	CV of position no 6(b) is to be submitted. Please refer Annexure 06 of Addendum-1.
200	Page 7 Vol 2		It is stated that minimum number of professional support staff and non professional support staff shall be 4900 and 2100 respectively. Please confirm that the nature of these staff and the deployment plan could be decided by the general consultant as presented in Appendix XVIII.4 II of the financial proposal.	Prior approval of UPMRC will be required before deployment of professional and non-professional support staff.
201	Page 157 SCC vol 2.		It is noted that the remuneration of experts and staff is to be paid as per the actual salary and social charges of the corresponding employee. It may kindly be noted that the salary payable to the employees is confidential and should not be disclosed. It is therefore suggested that the remuneration for the staff deployed for the project be paid as per the rates mentioned in Appendix XVIII.4 and Appendix XVIII.7. Accordingly the S. no. C and D of Appendix XVIII.2 relating to Lumpsum amount towards overheads and Fees/Profit may be removed.	As per tender conditions.



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S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 3.1.1 Vol-2, Pg. 4	<p>A) Relevant services carried out in the eligible projects in the last seven years, which should include both elevated and underground metro line projects, independent/combined. (Appendix III-2). [Marks for experience will be given based on the number of "Eligible Projects" will be given based on the number of eligible projects and the total number of man months provided in such "Eligible Projects" by single entity/ consortium firm.] Equal weightage for the Nos. of projects and total man months will be given. Man-Months of the Man Power only in the Categories given in Para 3.1.1 (D) will only be taken into account.</p> <p><input type="checkbox"/> "Eligible Projects" means Consultancy Contracts, General Consultants/ Project Management Consultant / Detailed Design Consultant or Supervision Consultant in the previous 7 financial years (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant. Amounts relating to years prior to 2018-19 (for foreign currency costs) upto 31.10.2019 for calculating equivalent INR.</p> <p>iii) For the positions listed in K1 or K2 of 3.1.1(D) (or equivalent), in cases where the nomenclature of the position is different from that given in 3.1.1(D), the bidder shall be responsible for providing adequate information & job description to establish equivalence. Client certificate or certificate from Auditors of the company should clearly specify the total man months provided for the positions listed in K1 or K2 of 3.1.1 (D) (or equivalent) for each of the "Eligible projects" in the previous 07 financial years.</p> <p>B) Field of professional services provided viz., as a General Consultant i.e. Project Management or Construction Supervision Consultant or Detailed Design Consultant or Proof Check Consultant (Appendix III-2)</p>	<p>A) Relevant services carried out in the e"Eligible p"Projects" in the last seven years, which should include both elevated and underground metro line projects, independent/combined. (Appendix III-2). [Marks for experience will be given based on the number of "Eligible Projects" and the total number of K1 & K2 Category man months provided in such "Eligible Projects" by single entity/ consortium firm.] Equal weightage for the Nos. of projects and total number of K1 & K2 Category man months will be given. Man-Months of the Man Power only in the Categories given in Para 3.1.1 (D) i.e K1 & K2 categories will only be taken into account.</p> <p><input type="checkbox"/> "Eligible Projects" means Consultancy Contracts for General Consultants/ Project Management Consultant / Detailed Design Consultant or Construction Supervision Consultant in the previous 7 financial years ending 31.12.2019 (i.e. w.e.f. 01.01.2013 to 31.12.2019) (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant. Amounts relating to years prior to 2018-19 (for foreign currency costs) upto 31-10-2019 for calculating equivalent INR.</p> <p>iii) For the positions listed in categories K1 or and K2 of 3.1.1(D) (or equivalent), in cases where the nomenclature of the position is different from that given in 3-1-1(D), the bidder shall be responsible for providing adequate information & job description to establish equivalence. Client certificate or certificate from Auditors of the company should clearly specify the total man months provided for the positions listed in categories K1 or and K2 of 3.1.1 (D) (or equivalent) for each of the "Eligible projects" in the previous 07 financial years.</p> <p>B) Field of professional services provided viz., as a General Consultant i.e. / Project Management or Construction Supervision Consultant or Detailed Design Consultant or Proof Check Construction Supervision Consultant (Appendix III-2)</p>	Annexure-1, Pg. 4 R
2	Clause 6.4 Mode of Billing and Payment, GCC Vol-2, Pg 137	(f) Penalty equivalent to 20% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme.	(f) Penalty equivalent to 20% 10% of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme.	Annexure-2, Pg. 137 R
3	S. No. 4 (i) Appendix III-9, Vol-02, Page-118	RELEVANT SERVICES CARRIED OUT IN THE LAST FIVE YEARS BY THE CONSORTIUM/JOINT VENTURE WHICH BEST ILLUSTRATE ITS SUITABILITY IN SKILL TRANSFER PROGRAMME.	RELEVANT SKILL TRANSFER SERVICES CARRIED OUT IN THE LAST FIVE YEARS BY THE CONSORTIUM/JOINT VENTURE WHICH BEST ILLUSTRATE ITS SUITABILITY IN SKILL TRANSFER PROGRAMME.	Annexure-3, Pg. 118 R
4	Appendix-XVIII-4 Reports and Documents Printing Vol-3, Page-11	Refer Appendix-XVIII.4 Table-VII - Reports and Documents Printing (to be paid as per 'actual')	Please refer revised Appendix XVIII.4	Annexure-4 Page 11R



<p>4</p> <p>Appendix-XVIII-4 Reports and Documents Printing (to be paid as per 'actual') Table-VII - Reports and Documents Printing (to be paid as per 'actual') Vol-3, Page-11</p>	<p>Refer Appendix-XVIII.4</p>	<p>Annexure-4 Page 11R</p>
<p>5</p> <p>Appendix-III-2, Firm's Experience, Page-109, Vol-2</p>	<p>Refer Appendix-III-2 Page no 109 Vol-2 Firm's Experience</p>	<p>Annexure-5, Pg. 109 R</p>
<p>6</p> <p>Appendix-III-2, Firm's Experience, Page-110, Vol-2, Note, & Note to Bidders,</p>	<p>Note: Information to be given only regarding Metro rail projects wherein the consultancy cost equal or more than INR 1000 million (USD 14 Millions), in the separate sheets. Description of Actual Services provided : (Indicate also who prepared the Detailed Project Report. The services provided to be indicated as a 'General Consultant / Detailed Design Consultant / Proof-check Consultant' and /Project Management / Proof-check Consultant' and /Project Management including supervision, installation, Automatic Fare collection, O&M, etc)</p> <p>Note to Bidders: Bidders should note defined in clause 3.1.1 of Letter of Invitation.</p>	<p>Annexure-5, Pg. 110 R</p>
<p>7</p> <p>Clause 3.1.1(D), 6b), Vol-02, Page-06</p>	<p>Senior Rolling Stock Expert (Electrical) -- 1++ (48)</p>	<p>Annexure-06, Page 6R</p>
<p>8</p> <p>Clause 3.2.2, TOR Vol-02, Page 87</p>	<p>Preparation of Preliminary design for 'Elevated portions/Elevated stations' And 'Service and Residential buildings'.</p>	<p>Annexure-07 Pg. 87 R</p>



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<p>9</p> <p>FORM OF BANK GUARANTEE FOR BID GUARANTEE, Annexure-2, Vol-01, Page 16</p>	<p>(3) Notwithstanding anything contained herein: a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees.....) b) This Bank Guarantee shall be valid up to c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before..... In witness whereof I/We of the bank have signed and sealed this guarantee on theday of (Month& year) being herewith duly authorized.</p> <p>Please refer annexure-2.</p>	<p>Annexure-08 Pg. 16 R</p>
<p>10</p> <p>Clause, 6.1 & 6.2 Terms of Reference (TOR) Vol-2 Page 100</p>	<p>6.1. An Inception Report (10 Copies in English) shall be.....completion of the project. 6.2.A Monthly Progress Report (10 copies in English) shall be.....the topics listed below.</p>	<p>Annexure-09 Pg. 100R</p>
<p>11</p> <p>Clause, 6.3 of Terms Reference (TOR) Vol-2 Page 101</p>	<p>6.3.Bid Evaluation Report will be submitted for all the packages for which bid will be invited after the GC is in place.They have to submit 10 copies of each report. In the present case, the total packages to be dealt by GC are approximately 8 inthe eight evaluation reports with ten copies of each. 6.4. Quarterly report willbe ten. There will be 20 quarterly reports with 10 copies each. 6.5. Annual report will annual reports with 10 copies each. 6.6 As GC shall be responsible submitted in 10 copies. 6.7 Engineering report quarterly in 10 copies. The number of volumes for this report will be eight. 6.8 O&M manual will have.....Consultancy in fifty copies. 6.11 Completion report GC shall prepare a Completion Report (15 copies in English),the contracts.</p>	<p>Annexure-09 Pg. 101R</p>
<p>12</p> <p>Clause, 6.3, 6.4, 6.5, 6.6, 6.7& 6.11 Terms of Reference (TOR) Vol-2 Page 102</p>	<p>6.4. Quarterly report willbe ten <u>Five</u>. There will be 20 quarterly reports with 40 <u>5</u> copies each. 6.5. Annual report will annual reports with 40 <u>5</u> copies each. 6.6 As GC shall be responsible submitted in 40 <u>5</u> copies. 6.7 Engineering report quarterly in 40 <u>5</u> copies. The number of volumes for this report will be eight. 6.8 O&M manual will have.....Consultancy in fifty <u>ten</u> copies 6.11 Completion report GC shall prepare a Completion Report (45 <u>10</u> copies in English), the contracts. GC shall prepare an Executive Summary Report (45 10 copies in English one original, loose set in English), completion of the contracts.</p>	<p>Annexure-09 Pg. 102R</p>
<p>13</p> <p>Clause Duration of Consultancy Services, Vol-02, Page -104</p>	<p>9.0 Duration of the Consultancy Services The target date of completion Agra Metro Corridors (i.e. Approximately 48 months).</p>	<p>Annexure-10 Pg. 104R</p>



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<p>14</p> <p>Clause, 3.4.1 & 3.4.2 Terms of Reference (TOR) Vol-2 Page 100</p>	<p>3.4.1 An Inception Report (10 Copies in English) shall be.....completion of the project.</p> <p>3.4.2. A Monthly Progress Report (10 copies in English) shall be.....the topics listed below.</p> <p>a) The Applicants must be having prior experience of working as General Consultant/Project Management Consultant/Detailed Design Consultant and Construction Supervision Projects..... and commissioning.</p> <p>b) The Applicant should have done during the last 07 years (from 2012-13 to 2018-19).</p>	<p>3.4.1. An inception Report (40 5 copies in English) shall be.....completion of the project.</p> <p>3.4.2.A Monthly Progress (40 5 copies in English) shall be.....the topics listed below.</p> <p>a) The Applicants must be having prior experience of working as General Consultant/Project Management Consultant/Detailed Design Consultant and or Construction Supervision Consultant for a MRTS/ High Speed Rail Projects..... and commissioning.</p> <p>b) The Applicant should have done during the last 07 years ending 31.12.2019 (i.e. w.e.f. 01.01.2013 to 31.12.2019) (from-2012-13 to 2018-19):</p>	<p>Annexure -11 Pg. 92R</p>
<p>15</p> <p>Clause, Section 1.1, 3, Shortlisting Criteria, Vol-1, Page 10</p>	<p>***Similar Consultancy Works** means Consultancy Contracts for General Consultants, Project Management Consultant or Detailed Design and Construction Supervision Consultant for MRTS / High Speed Rail projects.</p> <p>• Client reference certificate (for foreign currency costs) upto 31.10.2019 for calculating calculating equivalent INR</p>	<p>Notes:- • In case of JV/Consortium, each constituent member should have successfully completed atleast one work as General Consultant/Project Management Consultant/Construction Supervision Consultant for MRTS / High Speed Rail project as single entity/partner in JV/Consortium during the last seven years ending 31.12.2019. • Applicant not meeting this requirement shall not be considered for further evaluation. • Client reference certificate (for foreign currency costs) upto 31.10.2019 31.12.2019 for calculating calculating equivalent INR.</p>	<p>Annexure -12 Pg. 10R</p>
<p>16</p> <p>Clause 1.2 (a) & Notes, Section 3, Vol-1, Pg. 11</p>	<p>a) Average Annual Turnover:- The Applicant must haveGeneral Consultant/Project Management Consultant/Construction Supervision last five years (from 2014-2015 to 2018-19).</p> <p>Notes:- All documentary evidence of experience including client's references and certificates must be enclosed in support of the same.</p>	<p>a) Average Annual Turnover:- The Applicant must haveGeneral Consultant/Project Management Consultant/ Detailed Design Consultant or Construction Supervision last five years (from 2014-2015 to 2018-19).</p> <p>Notes:- 1) All documentary evidence of experience including client's references and certificates must be enclosed in support of the same. 2) Financial data for latest last five audited financial years has to be submitted by the tenderer in Annexure-14 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.</p>	<p>Annexure -12 Pg. 11R</p>



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<p>16</p> <p>Clause A (ii) of Notes on Evaluation Methodology, Vol 2, Page-14</p>	<p>(i) For "Man-months of categories given in 3.1.1 (D)", the bidder having provided the highest number of man months in eligible projects will get 100% of the maximum marks for this sub-criterion. The bidders having provided lesser number of man-months in eligible projects will be awarded proportional points based on number of man-months provided by them in eligible projects (i.e. if bidder A has provided the highest number of man months in eligible projects, i.e. "n₁" and bidders B & C have provided "n₂" & "n₃" numbers of man-months in eligible projects respectively, then bidder A will get 100% of the maximum marks for this sub-criterion and bidders B & C will get "n₂x100/n₁" % and "n₃x100/n₁" % of maximum marks respectively.)</p>	<p>Annexure-13 Pg. 14R</p>
<p>17</p> <p>Clause 2.1.1 of section 1, Vol 1, Pg-5</p>	<p>Relevant Services carried out in the last five years by the Consortium/Joint Venture which best illustrates its Suitability in Skill Transfer Programme. (Appendix-III.9 of Technical Proposal Forms)</p>	<p>Annexure-14 Pg. 5R</p>
<p>18</p> <p>Clause 3.2, Vol-1, Sec 2 ITC, Pg 9</p>	<p>The bid security / EMD shall be an Indian Scheduled Commercial Bank for INR <u>20Million</u>..... would be rejected outright.</p>	<p>Annexure-15 Pg. 9R</p>
<p>19</p> <p>Annexure 11, Section 3, Vol 1, Projects/Works in hand, Pg 29</p>	<p>Refer table for Annexure 11 on page no 29 of Vol-1, Sec 3</p> <p>Note: 1) Selling rate for calculating equivalent INR. 2) The above membership number.</p> <p>3) Foreign applicant in whose country calendar year is also the financial year may submit the works in hand for period 01.01.2020 to 31.12.2024. (i.e. for calendar year 2020, 2021, 2022, 2023 & 2024).</p>	<p>Annexure 16 Pg. 29R</p>
<p>20</p> <p>Annexure 12, Section 3, Vol 1, Summary information for works in hand, Pg 30</p>	<p>Refer table for Annexure 12 on Page no 30 of Vol-1, Section 3</p> <p>** This figure should also include the year-wise break-up of part value of works to be executed in the five years period (2019-2024) even if completion of such works spills over beyond this years period (2019-2025).</p> <p>Note: • The above Annexure shall be certified by Chartered Accountant/Company Auditor in original under his signature, stamp & membership number.</p>	<p>Annexure 16 Pg. 30R</p>
<p>21</p> <p>Annexure 14, Section 3, Vol 1, financial Data Page 32</p>	<p>Refer Annexure 14, Financial Data, Section 3 of Vol-1</p>	<p>Annexure 17 Pg. 32R</p>



Summary Sheet of ADDENDUM No.-1: Contract KNPAGGC-01

22	Point (G), Vol-2, General, Page 7	G) Relevant services carried out in the last FIVE years in Skill Transfer Programs in Project (Appendix III-9). Best five will be considered for evaluation.	Annexure 18 Pg. 7R
23	Clause 7 & 6.1 General, Vol2, Pg.10	6.1. The Performance Guarantee will be..... price from an Indian Scheduled Commercial Bank Bank Guarantee in the prescribed form vide Appendix XV). 7. On successful awardfrom an Indian Scheduled Commercial Bank (Appendix XVI). Any Contract price as per Para 6.1 above.	Annexure 19 Page 10R
24	Clause 15, General, Vol2, Pg.11	It is the responsibility of the the client/ auditor for each "Eligible Project", showingthe purpose of evaluation.	Annexure 19 Page 11R
25	Attachment-1, Summary evaluation sheet, General, Vol-2, Pg-12	Refer Attachment-1, Summary evaluation sheet	Annexure 19 Page 12R
26	Point (iii), General Vol-2, Pg-16	Experience in the same rank or equivalent for at least 5 years in relevant <u>MRTS/High Speed Rail Projects</u> field will earn full marks.	Annexure 20 Page 16R
27	Example given in italics & Point (i) Of Note to Bidders, General, Vol-2 Pg 17	For example, 300 marks are allocated to Project Incharges; there is one K1 post and one two K2 posts in this category as per para 3.1.1 D The total of the weights is 1.00+ 2X 0.75= 1.75. Therefore the K1 post will carry 1/1.75 of the 300 marks while the K2 posts will carry 2X 0.75/1.75 of the 300marks. i.e. the K1 post will carry 171.43 marks while the K2 posts will carry 128.57 marks. The 171.43 Marks for the K1 post of Project Director/Project Leader/ Project Co-ordinator will be allotted according to the weights and marking scheme. given in (a) to (f) above. Note to Bidders: i) All the client certificates should be duly notarized / apostille from the Client Country where the project has been carried out. These to be submitted in original along with the bid.	Annexure 20 Page 17R



Summary Sheet of ADDENDUM No.-1: Contract KNPAAGC-01

<p>Clause 8.3.2, 28 GCC, Vol-2, Pg-139</p>	<p>(i) In case of Sole Arbitrator: by MD/LMRC, the Employer will then MD/LMRC shall appoint as sole Arbitrator. (ii) a) Within 60 days by MD/LMRC, the Employer will request by the Employer. b) Employer will decide the second Arbitrator. MD/LMRC shall appoint the Employer then MD/LMRC shall nominate both the Arbitrators from the panel. c) The third Arbitrator shall by the Managing Director/LMRC, Lucknow. d) If one or more of the Arbitrators opinion of the MD/LMRC shall appoint new the previous Arbitrator(s).</p>	<p>(i) In case of Sole Arbitrator: by MD/LMRC, the Employer will then MD/LMRC shall appoint as sole Arbitrator. (ii) a) Within 60 days by MD/LMRC, the Employer will request by the Employer. b) Employer will decide the second Arbitrator. MD/LMRC shall appoint the Employer then MD/LMRC shall nominate both the Arbitrators from the panel. c) The third Arbitrator shall by the Managing Director/LMRC, Lucknow. d) If one or more of the Arbitrators opinion of the MD/LMRC shall appoint new the previous Arbitrator(s).</p>	<p>Annexure 21 Page 139R</p>
<p>Clause 8.3.3, 29 GCC, Vol-2, Pg-149</p>	<p>a Working / Retired which LMRC has no business Arbitrator (retired not below E-8 grade in LMRC or a PSU with which LMRC has a business relationship) of experience shall act as Arbitrator.</p>	<p>a Working / Retired which LMRC has no business Arbitrator (retired not below E-8 grade in LMRC or a PSU with which LMRC has a business relationship) of experience shall act as Arbitrator.</p>	<p>Annexure 21 Page 140R</p>
<p>Appendix XIV, Form of Bank Guarantee and Guarantee for Performance guarantee, GCC, Vol-2, Pg-151-152</p>	<p>AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee from an Indian Scheduled Commercial Bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract in lieu of cash deposits held by you for such compliance of obligation/performance obligation/performance Guarantee.</p>	<p>AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee from an Indian Scheduled Commercial Bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract in lieu of cash deposits held by you for such compliance of obligation/performance obligation/performance Guarantee.</p>	<p>Annexure 22 Page 151R & 152R</p>
<p>Point 2 of Notes, 31 GCC, Vol-2, Pg-154</p>	<p>Notes : 2. The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.</p>	<p>Notes : 2. The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.</p>	<p>Annexure 23 Page 154R</p>
<p>Clause 9, LOI, Section-1, Vol-1, Pg-3</p>	<p>Refer the table under Clause 9</p>	<p>Refer the revised table which is attached as Annexure 24 of Addendum 01</p>	<p>Annexure 24 Page 3R</p>



2. Financial Proposal

Requirements of Financial Proposal are given under Para 1 to 6 of Volume-3 financial proposal.

3. Proposal Evaluation

Evaluation will be carried out separately for Technical and Financial proposals, weightage for Technical proposal will be 80% and 20% for Financial proposal. Maximum marks for Technical proposal and Financial proposal are 8000 and 2000 respectively. Combined and final evaluation will be based on the total marks obtained by the bidder.

3.1. Evaluation of Technical Proposal

3.1.1 To enable Technical Evaluation to be done precisely, the bidder should give full details with particular reference to the following:

- A) Relevant services carried out in the “Eligible Projects” in the last seven years, which should include both elevated and underground metro line projects, independent/combined. (Appendix III-2). [Marks for experience will be given based on the number of “Eligible Projects” and the total number of **K1 & K2 Category** man months provided in such “Eligible Projects” by single entity/ consortium firm.] Equal weightage for the Nos. of projects and total **number of K1 & K2 Category** man months will be given. Man-Months of the Man Power only in the Categories given in Para 3.1.1 (D) **i.e K1 & K2 categories** will only be taken into account.
- “Eligible Projects” means Consultancy Contracts for General Consultants / Project Management Consultant / Detailed Design Consultant or **Construction** Supervision Consultant for MRTS/High Speed Rail projects in which fees/payments valued at not less than INR 1500 Million (USD 21Millions) have been received by the member(s) of the bidding consortium in the previous 7 financial years **ending 31.12.2019 (i.e. w.e.f. 01.01.2013 to 31.12.2019)** (viz. years 2012-13 to 2018-19 or years 2012 to 2018 in case financial year is Jan-Dec) in the capacity of General Consultant. Amounts relating to years prior to 2018-19 will be escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto 31.10.2019 **31.12.2019** for calculating the fee value. Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.
 - “Man-months provided” means man-months which have been provided
 - i) by the member(s) of the bidding consortium,
 - ii) in an “eligible project”, and
 - iii) For the positions listed in **categories K1 or and K2** of 3.1.1(D) (or equivalent). In cases where the nomenclature of the position is different from that given in 3.1.1(D), the bidder shall be responsible for providing adequate information & job description to establish equivalence. Client certificate or certificate from Auditors of the company should clearly specify the total man months provided for the positions listed in **categories K1 or and K2** of 3.1.1 (D) (or equivalent) for each of the “Eligible projects” in the previous 07 financial years.
- B) Field of professional services provided viz., as a General Consultant i.e. / Project Management or **Construction Supervision** Consultant or Detailed Design Consultant or Proof Check **Construction Supervision** Consultant (Appendix III-2)
- C) The nature of services to be carried out by each JV/Consortium Member should be clearly spelt out in the MOU and in Appendix III-7.



pertains to reimbursable expenditures

- (c) The Employer shall cause the payment to the Consultant to be made in monthly intervals within thirty (30) days after the receipt of bills with supporting documents. Only such portion of a monthly bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date, but not paid on, such due date.
- (d) The final payment excluding the Performance Guarantee under this Clause shall be made only after the final report and a final bill, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final bill shall be deemed approved by the Employer as satisfactory ninety(90) calendar days after receipt of the final report and final bill by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final bill. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final bill approved by the Employer in accordance with the above.
- (e) All payments under this Contract shall be made to the account of Consultant specified in the SCC.
- (f) Penalty equivalent to 20% ~~20%~~ **10%** of the monthly billing rate of an expert will be recovered for the period of non-deployment of the expert as per the agreed programme.
- (g) Overall replacement of Key Experts shall not exceed 10% during first 2 years and 20% in subsequent years. If replacement exceeds these limits, a penalty of 10% of the replaced man months shall be levied.

If replacements of equal or better qualifications are not deployed, it will be considered as non-deployment of key personnel and penalty as per para 6.4 (e) will be recovered from the consultant.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognise that it is impractical in this Contract to provide for every contingency which



Appendix III-9

RELEVANT SKILL TRANSFER SERVICES CARRIED OUT IN THE LAST FIVE YEARS BY THE CONSORTIUM/JOINT VENTURE WHICH BEST ILLUSTRATE ITS SUITABILITY IN SKILL TRANSFER PROGRAMME.
(To be given separately for each JV/Consortium partner)

1. Assignment Name
2. ** Country & Location of Project
** Indicate Developed or Developing country
3. Name and address of Employer.
4. Details of skill transfer programme:
 - (i) Disciplines/activities involved viz., Civil structures-elevated (30 marks) and underground (60 marks), Electrical installations (30 marks), Signaling & Telecommunication (30 marks), Rolling stock (30 marks), other utilities like Automatic Fare collection (30 marks), Escalators, Lifts etc. (30 marks).
(Marking will be ~~one mark per training~~ for a minimum of one week training ~~or more~~ per discipline, subject to maximum of given above against each discipline)
 - (ii) No. of persons trained:

a. Managers.	(One mark per two managers)
b. Supervisors.	(One mark per five supervisors)
c. Tradesmen/Workers.	(One mark per ten tradesman)
 - (iii) Duration of each training programme.
 - (iv) Year(s) in which the above programme was implemented.
 - (v) Institutional arrangement for training (i.e. whether 'class room' training or 'on the job' training, etc.)
 - (vi) Any other relevant details.
5. No. of staff employed, man-months, with details of qualifications and experience of Key staff
6. Name and qualifications and experience of the Director of the Training Programme.
7. Total value of services (in US Dollars/Indian Rupees equivalent) for such training.
8. Names, if any, of firms associated with the training programme and their role.
9. Any other relevant information which you may like to give.



Appendix XVIII.4 (Contd.)

VII Reports and Documents Printing (to be paid as per 'actuals')

Sl. No.	Description	No. of Volumes	No. of copies per Volume	Rate per Copy	Amount
1	Inception Report	1	10 <u>5</u>		
2	Monthly Reports*	60/year 1,2,3,4,5	10 <u>5</u>		
3	Bid Evaluation Reports	10 Year/ 1,2	10 <u>2</u>		
4	Quarterly Reports.	20/Year 1,2,3,4,5	10 <u>5</u>		
5	Annual Reports	5/ year 1,2,3,4,5	10 <u>5</u>		
6	Supervision Reports.	20/ year 1,2,3,4,5	10 <u>5</u>		
7	Engineering Reports	8/ year 1,2	10 <u>5</u>		
8	O & M Manuals	1/ year 5	50 <u>10</u>		
9	Draft Completion Report	1/ year 5	15 <u>10</u>		
13	Final Report.	1/ year 5	15 <u>10</u>		
14	Completion Report	1/ year 5	15 <u>10</u>		
15	Completion Report Executive Summary	1/ year 5	15 <u>10</u>		
				*Grand Total	

* Note: Includes Procurement Report, SHE Report, Quality Report and Financial Report

*Grand Total shall be filled in column of "Amount" in item number A.VII under Appendix XVIII.2

VIII Surveys/Specialized Consultancy/ Investigations/ other studies (to be paid as per 'actuals')

- Rates Not to be quoted by Consultant.
- To be paid as per actuals.



FIRM'S EXPERIENCE**Relevant Services carried out in the last seven years**

(To be given for each JV / Consortium Partner)

The following information should be provided in the format below for each e"Eligible pProject" for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below:

Nature of Project :	
1. Approximate cost of Project: (in INR / USD) 2. Name of Contract/Assignment: 3. Contract No: 4. Date of Award: 5. Date of Completion/Progress Status 6. Location (Country & City):	
7. Field of Professional Services Provided:	General Consultant/Project Management Consultant/Detailed Design Consultant Or Construction Supervision /Proof Check Consultant
8. No. of staff: Maximum: Average :	
6. Total No. of staff-months : a) Professional personnel : K 1 Category: K 2 Category: [Note: "Professional Personnel" means persons falling under the tasks/positions listed under K1 & K2 Category of clause 8 3.1.1 (D) of the LOI only. General, Vol-2. Staff-months of any other category shall be shown under "Supporting Professional Staff".] b) Supporting Professional staff: c) Other support staff :	
7. Approximate value of Services provided (year-wise)	
8. Total length of the Project (in Kms) : Elevated (in Kms): Underground (in Kms): At grade (in Kms):	
9. Present status:	Completed / In progress / Not started
10. Length of the Project line in operation for More than ONE year	
11. Name of Associate/ Sister firm (s), if any : {Note: "Associate/ Sister firm" must be part of the same bidding consortium for the Kanpur and Agra Metro assignment}	



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12. No. of staff-months of Professional Personnel provided by Associate firm (s) : [Note: Definition of professional personnel is as per Note under item 6 above.]	
13. Name of Senior person (Project Director / Project Co-ordinator / Project Leader) involved and functions performed:	

Note:

1. The bidder shall also submit a summary list of all “eligible projects” serially numbering different projects from 1, 2, and so on. In case the list consists of more than 10 eligible Projects, first ten such projects in the list shall be considered for working out the Man-months of categories given in 3.1.1 (D). If any of these projects is not found eligible, then next project in the list of eligible projects furnished by the bidder shall be considered, if included in the list.

2. Information to be given only regarding Metro rail projects/ **High Speed Rail Projects** wherein the consultancy cost of the contract by the single entity/Group (Any Partner of the group) (Item 7) is equal or more than INR 4000 **1500** million (USD 44 **21** Millions). Information is to be given for each partner if a consortium or a joint venture. Copy of the agreement in support of the details like consultancy cost, scope of the work nature of work and Man-Month for each eligible consultancy contract should also be given. If consultancy assignment was carried out as a Joint venture/Consortium, the share of the Particular firm for which details are furnished above, should clearly be brought out in the client’s certificate. Man- months provided should also correspond to the same share for each work given in the separate sheets.

Narrative description of Project :

(Indicate also gauge, type of traction viz., diesel, ac/dc, 3rd rail/OHE, voltage, etc.type of Signalling and Telecommunications viz., computer based interlocking, Automatic Train Operation, Automatic Train Protection, Continuous Automatic Train Control, Cab signaling, etc; size and special features of Rolling stock; Workshop and Depot size, schedule of rolling stock inspections; any other special features of the Project)

Description of Actual Services provided :

(Indicate also who prepared the Detailed Project Report. The services provided to be indicated as a ‘General Consultant / Detailed Design Consultant / Proof-check-Consultant’ and /Project Management **Consultant Or Supervision** Consultant including supervision, installation, commissioning, etc. in the various fields of work like, Civil Engineering Structures, Ballastless track, Electric Traction & Distribution, Signalling & Telecommunications, Rolling Stock, Workshop & Depot, Traffic integration, Environmental aspects, Ventilation and Air-conditioning in Underground sections, Automatic Fare collection, O&M, etc)

Note to Bidders:

Bidders should note that information submitted in this Appendix is the basis for awarding marks for "Specific Experience". Information should be provided only for those Eligible Projects as defined in clause 8 **3.1.1** of Letter of Invitation. **General, Vol-2.**

The evidence should contain enough details to establish the value of work done by Members of the Bidding Consortium in the relevant period (If the assignment has been carried out as Joint Venture / Consortium, the share of the member(s) of the Bidding Consortium must be brought out in client certificate).



i) Chief Architectural Expert & Property Development Planner	1 (48)		
ii) Senior Architectural Expert		1 ⁺⁺ (48)	1 ⁺⁺ (48)
e) Track			
i) Chief Track (Permanent Way) Expert	1 (36)		
ii) Senior Track Installation Expert		1 ⁺⁺ (36)	1 ⁺⁺ (36)
2.2 Traction Power and distribution (160)			
i) Chief Traction Power, SCADA and MIMIC Panel Integration Expert	1* (12)		
ii) Senior Traction Power Expert		1 ⁺⁺ (36)	1 ⁺⁺ (36)
iii) Senior Traction distribution, SCADA and MIMIC Panel Integration Expert.		1 ⁺⁺ (24)	1 ⁺⁺ (24)
3. Quality, Safety & Environment (400)			
a) Quality			
i) Chief Quality Assurance Expert	1* (48)		
ii) Senior Quality Assurance Expert (Civil)		1 ⁺⁺ (40)	1 ⁺⁺ (40)
iii) Senior Quality Assurance Expert (Systems)		1 ⁺⁺ (24)	
b) Safety			
i) Chief Safety Expert(SHE)	1* (48)		
ii) Senior Safety Expert		1(48)	1(48)
c) Environment			
i) Chief Environmental Expert	1(24)		
ii) Senior Environmental Expert		1 ⁺⁺ (36)	
4. Signalling and Telecommunications–design and installation (300)			
a) Signalling			
i) Chief Signalling Expert	1 (48)		
ii) Senior Signalling Expert		1 ⁺⁺ (48)	1 ⁺⁺ (48)
b) Telecommunication			
i) Chief Telecom Expert	1(36)		
ii) Senior Telecom Expert		1 ⁺⁺ (36)	1 ⁺⁺ (36)
c) Automatic Fare Collection			
i) Senior Automatic Fare Collection Expert		1(24)	1(24)
5. Other utilities–design, installation and commissioning(100)			
a) VAC			
i) Chief Ventilation and Air conditioning (VAC) Expert	1* (12)		
ii) Senior Ventilation and Air conditioning (VAC) Expert		1 ⁺⁺ (24)	1 ⁺⁺ (24)
b) Illumination, Lifts, Escalators , MEP			
i) Chief Illumination, Lifts, Escalators etc. expert	1 (24)		
ii) Senior Illumination, Lifts, Escalators etc. Expert		1 ⁺⁺ (30)	1 ⁺⁺ (30)
6. Rolling Stock (400)			
a) Chief Rolling Stock Expert	1* (36)		
b) Senior Rolling Stock Expert (Electrical)		1 (48)	
c) Senior Rolling Stock Expert (Mechanical)		1 ⁺⁺ (48)	
7. Testing and Commissioning (120)			
i) Chief Testing and Commissioning Expert	1* (24)		



- iii) The bids would be invited by UPMRC on the basis of the tender documents prepared by the GC and accepted by UPMRC.
- iv) Review of Detailed Designs submitted by Contractors for 'Underground portions/Underground stations':

The General Consultant shall review and check the design, including drawings and other related documents submitted by the contractor for the underground portions / stations for conformity with the Specifications and the UPMRC's requirements and good engineering practices. Particular emphasis shall be given to the system planning and design in aspects of impact on the environment and urban activities, as well as effects on the scheduling of works.

3.2.2 Preparation Review of Preliminary design for 'Elevated portions/Elevated stations' And 'Service and Residential buildings'.

- 3.2.2.1 GC will review the preliminary design for the elevated portions/elevated stations, service and residential buildings. The design approach, criteria, specifications, as accepted by UPMRC will form the basis of Detailed Design.
- 3.2.2.2 UPMRC has been engaged/ is planning to be engage a Detailed Design Consultant for design of elevated viaduct and elevated stations of Kanpur & Agra Metro Rail Projects respectively.
- 3.2.2.3 The role of the Detailed Design consultants (DDC) shall be as follows:
- The designs and drawings will be developed by DDC, on the criteria, specifications, and format, as laid down by GC and approved by UPMRC.
 - GC will proof check the designs and drawings, for their fitness for adoption in the project. The payments to DDC will be certified by GC.
- 3.2.2.4 While checking the designs, GC will ensure that designs and drawings, are functionally complementary for the multi-disciplinary works and the construction activity on such works, is not hampered or delayed for want of timely availability of the designs and drawings.
- 3.2.2.5 The responsibility for preparation of Bill of Quantities (BOQ) on basis of the approved drawings will be that of DDC, but the BOQs will be checked by GC.
- 3.2.2.6 Preparation of tender packages and tender documents for construction of 'Elevated portions/Elevated stations' and 'Service buildings', on "Construct only" basis.
- The tender documents for the various contract packages given in para 3.2.2.6 b) shall be prepared by the GC. The tender documents will also include the items, to the extent relevant, listed in para 3.2.1.4 above.
 - There will be the following contracts broadly
 - Packages for Construction contracts for elevated section
 - Packages for Construction contracts for Underground section including Ancillary, E & M, TVS & ECS
 - Construction packages for Architectural finishing works, E&M works etc for elevated stations.



Annexure-2FORM OF BANK GUARANTEE FOR BID GUARANTEE

(Refer Para 3 of Instructions to Consultant)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date for the General Consultancy Services of Kanpur & Agra Metro Rail Projects)

KNOW ALL MEN by these presents that We _____ (Name and address of Bank) of _____ (Name of Country) having our registered office at _____ (hereinafter called "the Bank") are bound unto Uttar Pradesh Metro Rail Corporation Limited (UPMRC) (hereinafter called the "Employer") in sum of _____ for which payment well and truly to be made to the said Employer the Bank bids himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in Para 3.1 of the Instructions to Consultant;
- or
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of bid validity, within thirty days of the date of issue of the letter of award:
- (a) fails or refuses to execute the Form of Contract Agreement for General Consultants' Services in the prescribed form, or
- (b) fails or refuses to furnish the Initial Performance from an Indian Scheduled Commercial Bank.

We hereby unconditionally, irrevocably, without demur and without reference to the bidder, undertake to immediately pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as stated in the Letter of Invitation or as it may be extended by the Employer, notice of which extension(s) to the Bank is here by waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

(3) Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
- b) This Bank Guarantee shall be valid up to
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....
- In witness whereof I/We of the bank have signed and sealed this guarantee on theday of (Month & year) being herewith duly authorized.

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____

Notes:

- The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.
- Following bank details of UPMRC may be required for the preparation of Bank Guarantees:



UPMRC's bank details	
Beneficiary Name	UTTAR PRADESH METRO RAIL CORPORATION LTD.
Beneficiary Address	Vipin Khand, Gomti Nagar, Lucknow, 226010 (UP)
Beneficiary Bank name	HDFC BANK
Bank Branch Address	TEKARI CHAMBERS, ASHOK MARG, LUCKNOW.
Account No.	50200009236810
IFSC Code of the Branch	HDFC0001267



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GC should design, execute and maintain for UPMRC an electronic project management system with functionality as mutually agreed between them and UPMRC and shall submit following reports to UPMRC:

6.1 Inception Report

An Inception Report (10 5 copies in English) shall be submitted by the GC to UPMRC within one month from the starting date, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional programme for completion of the Project.

6.2 Monthly Progress Report

A Monthly Progress Report (10 5 copies in English) shall be submitted by GC to UPMRC. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed upto the end of the previous month. It should be submitted in a format approved by UPMRC and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

6.2.1 Progress

- 1) It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.
- 2) It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the Works Programme.
- 3) The status of permanent and temporary staffing of GC.

6.2.2 Programme Update

Programme updating shall include:

- 1) The monthly programme update which shall be prepared by recording actual activity completion dates and percentage of activities completed upto the end of the month of report together with estimates of remaining duration and expected activity completion based on current progress. The Programme Update shall be accompanied by an Activity Report and a Narrative Statement.
- 2) The Programme Status which shall show Works Programme status upto and including the current report period, display cumulative progress to date and a forecast of works remaining.
- 3) The Activity Variance Analysis which shall analyse activities planned to start prior to or during the report period, but not started at the end of the report period, as well as activities started and/or completed in advance of the Works Programme.



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6.2.3 Milestone Status

A report on the status of all Milestones due to have been achieved during the month and forecasts of achievement of any missed Milestones, and those due in the next month.

6.2.4 Procurement

- 1) A summary of all significant procurement activities performed by the contractors during the month and details of outstanding actions.
- 2) A report listing major items of plant and materials which will be incorporated into the Works. The items shall be segregated by type as listed in the Specifications and the report should show atleast the following activities:
 - a) Purchase order date - schedule/actual.
 - b) Manufacturer/supplier and origin.
 - c) Letter of credit issue date
 - d) Manufacturer/supplier shipping date - schedule /actual.
 - e) Method of shipment
 - f) Arrival date in India - schedule/actual
 - g) Analysis of any delay happened/anticipated with proposal for corrective measures.

6.2.5 Safety, Health & Environment

A review of all safety aspects during the month including reports on all accidents, apprehended accidents and actions proposed to prevent further occurrence.

6.2.6 Financial Aspects

- 1) A review of all significant financial matters, payments due and made, and action proposed or taken in respect to any outstanding matters during the month.
- 2) A schedule indicating the status of all variations and and expenditure forecast.
- 3) A schedule of the status of outstanding claims (if any). The report shall in particular, provide interim updated accounts of continuing claims.

6.2.7 Time of Completion

Estimated time of completion depending on existing status and projected rate of progress

6.2.8 Points of Note

- 1) Public Relations -- suggesting necessary initiatives as required
- 2) Potential problems-- Identification and suggested remedial measures

6.2.9 Quality

GC shall report monthly on quality, including a review of all major non-conformances during the month including reports on actions proposed to prevent further occurrence.

- 6.3 Bid evaluation reports will be submitted for all the packages for which bid will be invited after the GC is in place. They have to submit ~~10~~ 2 copies of each report. In the present case, the total



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packages to be dealt by GC are approximately 8 in numbers. Hence GC has to submit the eight evaluation reports with ~~ten~~ two copies of each.

- 6.4 Quarterly report will have the same information as in the case of monthly progress report but the period of information, it will contain is for three months. The number of copies of the report will be ~~ten~~. Five. There will be 20 quarterly reports with ~~10~~ 5 copies each.
- 6.5 Annual report will also be like monthly and quarterly progress report but the period of reporting will be annually. Hence there will be total five annual reports with ~~10~~ 5 copies each.
- 6.6 As GC shall be responsible for supervising the construction of the project, for its implementation to the desired quality and giving due regard to its time schedule, suitable system has to be developed by GC for ensuring quality and time schedule for the work and reporting the same to. Hence, Supervision reports will be submitted quarterly mentioning any deficiencies noted during the supervision and the corrective action enforced by the General Consultants. Any technical improvements brought out in methodology of working will also be reported through these reports. The total 20 reports are to be submitted in the actual time of execution of the project. The report will be submitted in ~~10~~ 5 copies.
- 6.7 Engineering report will be only for first two years of consultancy. It will contain the information mainly on the activities of GC in connection with review, revalidate and supplement the preliminary design. The report will be submitted quarterly in ~~10~~ 5 copies. The number of volumes for this report will be eight.
- 6.8 O&M manual will have the procedure for maintaining the line after it is commissioned .It will provide the information regarding the organization needed for maintaining the corridor. It will also provide the information of any important features /Problems of the line faced during construction and require special attention during operation. It will be prepared only in the last year of Consultancy in ~~ffty~~ ten copies.
- 6.9 Draft final report is only a Pre-Final report and have all the information in connection with position of completion drawings, completion statements, contractors' disputes/claims etc. It will be prepared only in the last year of Consultancy in ten copies.
- 6.10 A final Report (10 copies in English) shall be submitted by GC to UPMRC. It shall contain, apart from other concerned matters, position of completion drawings, completion statements, contractors' disputes/claims etc.
- 6.11 **Completion report**
GC shall prepare a Completion Report (~~15~~ 10 copies in English), inclusive of all data and drawings (including soft copies) pertaining to the execution of the contracts shall be submitted at the completion of the contracts.

GC shall prepare an Executive Summary Report (~~15~~ 10 copies in English one original, loose set in English), covering in a refined form the main summary of the material contained in the Completion Reports, shall be submitted on completion of the contracts.

7.0 Scope and Nature of Authority Delegated to GC

GC shall be authorised to exercise following powers subject to the overall control and directions of



- h) For site supervision by GC, site offices shall be provided under various construction contracts, reasonably furnished, as approved by UPMRC.

9.0 Duration of the Consultancy Services

The target date of completion of the Priority Corridor of Kanpur from IIT Kanpur to Motijheel & Polytechnic depot and for Agra Metro Taj East Gate to Jama Masjid & PAC depot is 30.11.2021 and the target date for commissioning of the balance portion in Kanpur & Agra is 31.03.2024. Duration of consultancy services (other than the performance guarantee period) is from date of award of contract to 1 year after the date of commissioning of Kanpur & Agra Metro Corridors (i.e. Approximately 48 60 months).

10.0 Language

The tender submission prepared by the Applicant and all correspondence and documents related to the tender, and exchange by the Applicant and UPMRC shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purpose of interpretation of the tender, the English translation shall govern.

11.0 Governing Law

The governing law for the purpose of the tendering process including this prequalification process are the laws of India and courts of Lucknow & Uttar Pradesh shall have full jurisdiction considering any matter arising out of this RFP and the tendering process.

12.0 Planning of 5D BIM across OSO, DDC & Contractors

GC will make sure that all the drawings that are received from the DDC/contractors are in 3D form and along with that the contractor supplies a sheet on time lines and associated costs in a form which is mutually acceptable and the GC would then analyse/ validate the inputs received from the contractors, certify the same and then authorize the Contractors to upload the same into the Digital Project Management System i.e. 5D BIM & CDE. The Employer's OSO/ 5D-BIM/ ERP (not included) shall handhold the GC/ Contractors for the process till all the stakeholders gain requisite acquaintance of the system.

12.1 Software Application Requirement

UP Metro Rail Corporation envisages e-project management where the need for the documentation in hard copies has to be bare minimum. In pursuance of this goal a separate digital platform including 5D BIM (Building Information Modeling) is being created by UPMRCL and GC shall use this digital platform for delivering the project. The GC should adapt to working on this digital platform. During the process of development of Integrated Digital Platform, the GC shall participate in the same as directed by UPMRCL. Participation of GC in the process will ensure GC gaining the acquaintance of the same upfront.

The success of the digital platform solely depends on the understanding and efficient application of the same by the GC. The GC should have adequate expertise to coordinate with the contractor and understand their digital outputs and give the relevant feedback to UPMRCL and its Owner's Support Office (OSO).

The GC should verify the inputs given by the DDC/contractor through the Virtual Building Information Model (3D BIM model) and attempt to regulate and optimize contractor's working

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opened to traffic shall be tabulated and furnished by GC to UPMRC, for seeking the certification of CMRS for opening of the section(s) to traffic.

3.4. Support for Project management, monitoring and reporting:

GC should design, execute and maintain for Kanpur & Agra Metro Rail Projects an electronic project management system with functionality as mutually agreed between them and UPMRC and shall submit following reports to UPMRC:

3.4.1 Inception Report

An Inception Report (40 5 copies in English) shall be submitted by the GC to UPMRC within one month from the starting date, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional programme for completion of the Project.

3.4.2 Monthly Progress Report

A Monthly Progress Report (40 5 copies in English) shall be submitted by GC to UPMRC. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed upto the end of the previous month. It should be submitted in a format approved by UPMRC and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

3.4.2.1 Progress

- 1) It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.
- 2) It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the Works Programme.
- 3) The status of permanent and temporary staffing of GC.

3.4.2.2 Programme Update

Programme updating shall include:

- 1) The monthly programme update which shall be prepared by recording actual activity completion dates and percentage of activities completed upto the end of the month of report together with estimates of remaining duration and expected activity completion based on current progress. The Programme Update shall be accompanied by an Activity Report and a Narrative Statement.
- 2) The Programme Status which shall show Works Programme status upto and including the current report period, display cumulative progress to date and a forecast of works remaining.
- 3) The Activity Variance Analysis which shall analyse activities planned to start prior to or during the report period, but not started at the end of the report period, as well as activities started and/or completed in advance of the Works Programme.



SECTION-3
PREQUALIFICATION/ SHORTLISTING CRITERIA

1. ELIGIBILITY CRITERIA FOR SHORTLISTING OF APPLICANTS

The Applicants may be a single entity or a JV/Consortium, coming together to offer their services as General Consultants to Uttar Pradesh Metro Rail Corporation Limited for Kanpur & Agra Metro Rail Project. The JV/Consortium as a whole must satisfy both Technical and Financial eligibility criteria.

Shortlisting shall be done based on evaluation of Annexure-1 to 15 of ITC submitted by bidders. The minimum eligibility criteria for prequalification will be as under: -

1.1 Technical Eligibility Criteria

- a) The Applicants must be having prior experience of working as General Consultant/Project Management Consultant/Detailed Design Consultant ~~and~~ or Construction Supervision Consultant for a MRTS/ High Speed Rail Projects involving the work of framing specifications, drawing up contract documents, checking designs, Project management and Supervision including inspection, safety and quality, testing and commissioning.
- b) The Applicant should have done during the last 07 years ending 31.12.2019 (i.e. w.e.f. 01.01.2013 to 31.12.2019) ~~(from 2012-13 to 2018-19)~~.

i) at least **One** “Similar Consultancy Work” ** costing not less than **Rs.3000/- million (US\$ 42 million)**

OR

ii) at least **Two** “Similar Consultancy Works” each costing not less than **Rs.1850/- million (US\$ 26million)**

OR

iii) at least **Three** “Similar Consultancy Works” each costing not less than **Rs.1500/- million (US\$ 21 million)**.

If the above “Similar Consultancy Work”*** of value as under (i) / (ii) / (iii) has been done by the foreign partner of JV/consortium and was done in the country of the foreign partner then in addition to this work, the foreign partner must have done at least one “Similar Consultancy Work”** equal to or more than Rs.1500/- million (US\$ 21 million) outside the country of the foreign partner.

***“**Similar Consultancy Works**” means *Consultancy Contracts for General Consultant/ Project Management Consultant ~~or~~ /Detailed Design Consultant ~~and~~ or Construction Supervision Consultant for MRTS / High Speed Rail projects.*

Notes: -

- *In case of JV/Consortium, each constituent member should have successfully completed atleast one work as General Consultant/Project Management Consultant/Construction Supervision Consultant for MRTS / High Speed Rail project as single entity/partner in JV/Consortium during the last seven years ending 31.12.2019. Applicant not meeting this requirement shall not be considered for further evaluation.*
- Client reference certificate and other documentary evidence must also be enclosed in support of the claim failing which the claim of the Applicant will not be considered. Amounts will be escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto ~~31.10.2019~~ **31.12.2019** for calculating the fee value. Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.



- In case of joint venture / Consortium, full value of the work, if done by the same joint venture/Consortium shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

1.2 Financial Eligibility Criteria

- a) **Average Annual Turnover:-** The Applicant must have a minimum average annual turnover of **Rs.1600 million (US\$ 2.23 million)** from General Consultant/Project Management Consultant/ **Detailed Design Consultant or** Construction Supervision Consultant only, during the last 5 audited financial years duly supported by documents in support of annual turnover. He should be able to fulfill this criteria based on audited annual reports of last five years (from 2014-2015 to 2018-19).

In Case of JV/Consortium – the tenderer must fulfil the following conditions:

1. Each partner to have minimum 20% of minimum requirement.
2. All partners put together should meet the minimum requirement as per their percentage participation.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$\frac{=AM+BN}{100}$$

- b) **Net Worth:-** Net Worth of minimum **Rs. 160 million (US\$ 0.23 million)** in the last audited FY (i.e. in FY 2018-19)

In Case of JV, the algebraic sum total of Net Worths of all the members as per the latest audited balance sheets shall be considered the Net Worth of the tenderer. Individual Consortium member should have minimum +ve net worth.

Notes:- 1) All documentary evidence of experience including client's references and certificates must be enclosed in support of the same.

2) Financial data for latest last five audited financial years has to be submitted by the tenderer in Annexure-14 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

- 1.3 Applicants are required to submit the relevant information in connection with Para-1 above. The applicant shall submit the required documents in prescribed formats only (i.e. Annexure 1 to 15 of ITC). The client may not evaluate the proposals received with the information in different format. In case the desired information is not submitted in the prescribed format and instead the company's profiles, reports etc. are only annexed with the application, client may not extract the information from these documents in order to evaluate the application. It is, therefore, advised that all the relevant information should be furnished in the prescribed formats only.
- 1.4 Applicant and each member of the JV or Consortium shall verify, confirm & declare about DEBARRED as on the due date of submission of bid as noted below. A declaration to this effect should be submitted by the bidder as per proforma placed as Annexure-7 of ITC.
- 1.5 Evaluation shall be done based on the information furnished by the applicant along with the application and any unsolicited supplementary information may not be entertained. Client, however, reserves the right to make enquiries from relevant authorities/parties in relation with the information furnished.



Notes on Evaluation Methodology

A. Criterion I (viz. Specific Experience):

- (i) For “**Experience on eligible projects**” the bidder having done 10 or more number of eligible projects will get 100% of the maximum marks for this sub-criterion. Other bidders having done lesser number of eligible projects will be awarded proportioned marks with respect to 10 points based on proportion of number of eligible projects carried out/being carried out by them.

For example if bidder A, B & C have done 15,10 and 4 nos of eligible projects respectively, then they will be awarded marks under this sub criteria as under-

Bidder A= 100% Marks (since no. of projects done >10)

Bidder B = 100% Marks (Since no. of projects done=10)

Bidder C = $\frac{4}{10} \times 100 = 40\%$ Marks (Proportion= $\frac{\text{No. of eligible projects done}}{10} \times 100$)

- (ii) For “**Man-months of categories given in 3.1.1 (D)**”, the bidder having provided the highest number of man months in **maximum ten** eligible projects will get 100% of the maximum marks for this sub- criterion. **For this purpose, out of the list of eligible projects submitted by the bidders, in case it consists of more than 10 eligible Projects, first ten such projects in the list shall be considered for working out the Man-months of categories given in 3.1.1 (D). If any of these projects is not found eligible, then next project in the list of eligible projects furnished by the bidder shall be considered, if included in the list.** The bidders having provided lesser number of man-months in eligible projects will be awarded proportional points based on number of man-months provided by them in eligible projects (i.e. If bidder A has provided the highest number of man months in eligible projects i.e. “n₁” and bidders B & C have provided “n₂” & “n₃” numbers of man-months in eligible projects respectively, then bidder A will get 100% of the maximum marks for this sub-criterion and bidders B & C will get “n₂x100/n₁” % and “n₃x100/n₁” % of maximum marks respectively.)

In evaluating the man- months, each month provided in Eligible Projects for a position classified as K1 in para 3.1.1 (D) will be counted as one month. Each month provided for a position classified as K2 will be counted as 0.75months.

B. Criterion II (viz. Adequacy of Proposed Methodology & Work Plan):-

- (i) **For Approach & Methodology:** the Consultant’s submission will be evaluated and one of the following grades will be given:
- **Excellent:** The Consultant properly understands the current situation, draws attention to all main issues related to the assignment and raises other important issues that have not been considered in TOR. The proposal details ways to solve all issues by using state-of-the-art and innovative approach and methodology.
 - **Very Good:** The Consultant properly understands the current situation and the main issues of the project. The approach and methodology to solve the issues are discussed in detail.
 - **Good:** The Consultant understands the requirement indicated in TOR. The approach and methodology to solve the issues are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the assignment.
 - **Average:** The Consultant does not have a proper understanding of TOR and the issues are not appropriately discussed. The approach and methodology do not have



2.1.1 **Envelope A** shall be superscribed as “Envelope A: EMD, Proposal for Shortlisting of consultants and Technical Proposal and contain following:-

- EMD as per Clause 3.2 of ITC (In Format as per Annexure-2 of ITC)
- Proposal for shortlisting comprising of
 - i. Request for Prequalification/Shortlisting (Annexure-1 of ITC)
 - ii. Memorandum of Understanding (Annexure-3 of ITC)
 - iii. Power of Attorney for Lead Member (Annexure-4 of ITC)
 - iv. Power of Attorney for Authorized Representative (Annexure-5 of ITC)
 - v. Undertaking (Annexure-6 of ITC)
 - vi. Self Declaration Form (Annexure-7 of ITC)
 - vii. Statement for Covenant of Integrity (Annexure-8 of ITC)
 - viii. Format for Work Experience (Annexure-9 of ITC)
 - ix. Summary of Work Experience (Annexure-10 of ITC)
 - x. Projects/Works in Hand (Annexure-11 of ITC)
 - xi. Summary Information for Works In Hand (Annexure-12 of ITC)
 - xii. Pending Litigation (Annexure-13 of ITC)
 - xiii. Financial Data (Annexure-14 of ITC)
 - xiv. Statement for code of integrity as per Rule 175 (1) code of integrity, general finance rule(Annexure-15 of ITC)
- Technical proposal for General Consultancy services for Kanpur & Agra Metro Rail Projects and contain following:-
 - i. Letter for submission of Technical Proposal (Appendix-III.1 of Technical Proposal Forms)
 - ii. Firm's Experience(Appendix-III.2 of Technical Proposal Forms)
 - iii. Approach Paper On Work Plan And Methodology Proposed For Performing The Assignment (Network Diagram of Activity also to Be Submitted) (Appendix - III.3 of Technical Proposal Forms)
 - iv. Comments/Suggestions of Consultant.(Appendix-III.4 of Technical Proposal Forms)
 - v. Format of Curriculum Vitae (CV) for Proposed Key Staff of the Group.(Appendix-III.5 of Technical Proposal Forms)
 - vi. Summary of Proposed Key Staff. (Appendix-III.6 of Technical Proposal Forms)
 - vii. Composition of the Team Personnel and the Task which would be assigned to each Team Member. (Appendix-III.7 of Technical Proposal Forms)
 - viii. Proposed Deployment Schedule for each Team Member. (Appendix-III.8 of Technical Proposal Forms)
 - ix. Relevant **Skill Transfer** Services carried out in the last five years by the Consortium/Joint Venture which best illustrates its Suitability in Skill Transfer Programme. (Appendix-III.9 of Technical Proposal Forms)



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- 2.9 Bidders shall deliver their completed proposals along with the bid by stipulated due date at the address given below.

Chief Engineer/Contract
Uttar Pradesh Metro Rail Corporation
Limited, Administrative Building,
Vipin Khand, Gomtinagar,
Lucknow, Uttar Pradesh – 226010
Email:- cecontractlmrc@gmail.com
Office No. :- +91 0522 2304014

- 2.10 For any clarification, applicants may contact the **Chief Engineer/Contract, Uttar Pradesh Metro Rail Corporation Limited (UPMRC)** at the address given above.

3. Date of validity of proposal and Bid Guarantee

- 3.1 The offers submitted by the consultant will be valid for a period of 180 days from the last date of submission of the bid as specified by UPMRC with a provision that it will be suitably extended on request of UPMRC.

- 3.2 The bid security / EMD shall be in the form of bank guarantee from an Indian Scheduled Commercial Bank for **INR 2.0 Million (Rs. Two Crores Only)** in favour of 'Uttar Pradesh Metro Rail Corporation Limited' (Proforma enclosed in Annexure-2 of ITC) will be required to be submitted by each bidder, with a validity period of 180 days from the date of submission of bid and with a provision that it would be suitably extended, if required, on request of UPMRC. The offers received on the date of submission will be opened in the presence of bidders to find out compliance of this requirement. Offers submitted without bid guarantees or valid and acceptable bid guarantees would be rejected outright.

- 3.3 The bid guarantee of the successful bidder will be released on receipt of the initial performance guarantee as stated in Para 6.0 of the Technical proposal (Volume-2) and signing of Contract Agreement as per Appendix-IV of Volume-2.

- 3.4 The bid guarantees of unsuccessful bidders shall be released upon receipt of Unconditional Acceptance of "LOA" by the successful bidder.



PROJECTS /WORKS IN HAND

Applicant's name

Date.....

Name and brief particulars of Consultancy contract (clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value in INR or in any other Currency (Give only the value of work assigned to the applicant(s) (Assume inflation as given in Annexure 10)	Value of balance work yet to be done in Rupee equivalent as on 31.10.19 31.12.2109 (Assume inflation as given in Annexure 10)	Original Completion Date	Estimated Completion Date	Delay if any, with reason	Value of work to be done in 2019-20	Value of work to be done in 2020-21	Value of work to be done in 2021-22	Value of work to be done in 2022-23	Value of work to be done in 2023-24	Value of work to be done in 2024-25
							(from 01.11.19 to 31.03.20)	(from 01.04.20 to 31.03.21)	(from 01.04.21 to 31.03.22)	(from 01.04.22 to 31.03.23)	(from 01.04.23 to 31.03.24)	(from 01.04.24 to 31.10.24 to 31.12.24)

Note:

- 1) Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.
- 2) The above Annexure shall be certified by Chartered Accountant/Company Auditor in original under his signature, stamp & membership number.
- 3) **Foreign applicant in whose country calendar year is also the financial year may submit the works in hand for period 01.01.2020 to 31.12.2024. (i.e. for calendar year 2020, 2021, 2022, 2023 & 2024).**



Annexure-12*SUMMARY INFORMATION FOR WORKS IN HAND

Applicant's name

Date.....

Name of the applicant (constituent member in case of group)	Total number of works in hand	No. of contracts in which date of completion given in the original has already burst	** Total value of balance works yet to be done in Rupee equivalent as on 31.10.2019 31.12.2019					
			2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

This information should be for all the Consultancy works in progress including those listed in Annexure-11.

* Applicant (each member of the group) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

** This figure should also include the year-wise break-up of part value of works to be executed in the five years period (2019-2024 2020-2024) even if completion of such works spills over beyond this years period (2019-2025 2020-2024).

Note:-

- The above Annexure shall be certified by Chartered Accountant/Company Auditor in original under his signature, stamp & membership number.
- Foreign applicant in whose country calendar year is also the financial year may submit the works in hand for period 01.01.2020 to 31.12.2024. (i.e. for calendar year 2020, 2021, 2022, 2023 & 2024).



Annexure-14

FINANCIAL DATA

Applicant's name

Date.....

Each Applicant or member of a JV must fill in this form

S. No.	Description	Financial Data for Latest Last 5 Years (In INR or any other Currency)				
		Year 2014-15	Year 2015-16	Year 2016-17	Year 2017-18	Year 2018-19
1.	Total Assets					
2.	Current Assets					
3.	Total Liabilities					
4.	Current Liabilities					
5.	Profits Before Taxes					
6.	Profits After Taxes					
7.	Net Worth [= 1 – 3]					
8.	Working Capital [=2 – 4]					
9.	Annual Turnover (from consultancy services)					
10.	Average Annual Cash Accrual					

■ Attached copies of the audited balance sheets, including all related notes, income statements for the last five years, as indicated above, complying with the following conditions.

- All such documents reflect the financial data of the Applicant or partner to a JV, and not sister or parent company.
- Financial statements must be audited by a certified accountant
- Financial statements must be complete, including all notes to the financial statements.
- Financial statements must correspond to accounting periods already completed and audited (no statements for partial periods will be accepted).
- Annexure-12 to be certified by qualified Chartered Accountant with his stamp, signature & membership number.
- Financial data of each year submitted in foreign currency shall be converted to Equivalent INR considering selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal shall be considered for calculating equivalent INR.
- **Foreign applicant in whose country calendar year is also the financial year, may submit the all relevant data for the last 5 audited financial years i.e. 2015, 2016, 2017, 2018 & 2019.**
- **In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.**



i)	Senior Testing and Commissioning Expert		1 ⁺⁺ (24)	1 ⁺⁺ (24)
8. Operations and Maintenance (120)				
i)	Chief Operations and Maintenance Expert	1* (12)		
ii)	Senior Maintenance Expert for Rolling Stock, Signaling & Depot		1 ⁺⁺ (24)	1 ⁺⁺ (24)
iii)	Senior Maintenance Expert for Civil Structures including Viaduct, Tunnels, Stations, Track etc.		1 ⁺⁺ (12)	1 ⁺⁺ (12)
iv)	Senior Training mobilization Expert		1 ⁺⁺ (12)	1 ⁺⁺ (12)
9. Property Development (20)				
i)	Chief Property Development Planner	1* (12)		
ii)	Senior Property Development Planner		1 ⁺⁺ (24)	1 ⁺⁺ (24)
10. Multimodal Transport Planner (20)		1(18)		

* Denotes positions to be filled by expatriates.

++ Denotes positions which will NOT be considered for technical evaluation. CVs are not required to be submitted for these positions.

<i>Minimum number of man months of deployment of key experts</i>					
<i>K1 (Kanpur & Agra)</i>		<i>K2 (Kanpur)</i>		<i>K2 (Agra)</i>	
<i>Local</i>	<i>Expatriates</i>	<i>Local</i>	<i>Expatriates</i>	<i>Local</i>	<i>Expatriates</i>
378	404	1130	0	926	0

Note:1. During execution of contract, prior approval of UPMRC will be required for the names of key experts proposed to be deployed and their actual deployment Period / schedule.

2. The minimum number of man months for professional support staff and non-professional support staff shall be 4900 and 2100 respectively. In case, number of man months actually deployed during execution of contract is less than the number mentioned in this para, appropriate deduction in payable amount shall be made from the consultant for the reduced no. of man months.

B CVs of the Key Staff (which are to be technically evaluated) (Appendix III-5).

B Network diagram of Activity in the Work plan and Methodology proposed for performing the assignment. (Appendix III-3)

G Relevant **Skill Transfer** services carried out in the last FIVE years in Skill Transfer Programs in Project (Appendix III-9). Best five will be considered for evaluation.

3.2 The Employer will carry out technical evaluation of proposals on the basis of their responsiveness to the RFP in particular the Terms of Reference, applying the evaluation criteria, sub-criteria, and weightages/ point system specified in the RFP document. Each responsive Proposal will be given a technical score (Ts). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70% (i.e 5600 marks out of 8000marks).

Following criterion/weightages shall be used for carrying out Technical evaluation:



6. Performance Guarantee

- 6.1 The Performance Guarantee will be in accordance with Clause 3.11 of GCC and shall be 1% of the contract price plus 4 % of the total payments to be made to GC including payments for escalations etc. GC will submit a Performance Guarantee for an amount of 1% of the contract price from an Indian Scheduled Commercial Bank in the form of an Unconditional Bank Guarantee within thirty days from the date of issue of the letter of award. The balance amount of Performance Guarantee will be built up through pro-rata deductions @ 4% from each payment to be made to GC (which can be refunded against matching Bank Guarantee in the prescribed form vide Appendix XV).
- 6.2 The Performance Guarantee shall be valid for three years beyond the date of commissioning of the project.

7. Advance Payment Guarantee

On successful award of the contract, the selected consultant would be required to provide an Advance Payment Guarantee from an Indian Scheduled Commercial Bank (Appendix XVI). Any advance payment to the successful consultant would be released only after receipt of Advance Payment Guarantee by UPMRC and also the initial Performance Guarantee component for 1% of the Contract price as per Para 6.1 above.

8. Request for additional information

Every effort will be made to provide any additional information desired by you. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of firms invited to send complete proposals by the deadline indicated above.

9. Time of Completion

The target date of completion of the Priority Corridor of Kanpur from IIT Kanpur to Motijheel & Polytechnic depot and for Agra Metro Taj East Gate to Jama Masjid & PAC depot is 30.11.2021 and the target date for commissioning of the balance portion in Kanpur & Agra is 31.03.2024. Duration of consultancy services (other than the performance guarantee period) is from date of award of contract to 1 year after the date of commissioning of Kanpur & Agra Metro Corridors (i.e. approximately 60 months).

10. Visit to project site

The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. It should be clearly noted that any costs incurred by the bidders for attending the pre-bid conference, visit to the project site, collection of preliminary information for preparation of the said proposal, or subsequent negotiations, would not be reimbursed. It shall be deemed that the bidder has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

11. Changes to RFP Document

UPMRC may make changes to any part of this RFP document (Volume-1, 2 & 3) at any time before or after the pre-bid conference. All changes will be communicated in writing to all shortlisted bidders, before, during or after the pre-bid conference. If any changes are made after the Pre-bid meeting the date of submission may be extended if necessary so that bidders have at least 7 clear days between the date of communication of changes and the date of bid submission.



12. Submission of Technical Proposal

Submission of Technical Proposal shall be done in accordance with Para 2.0 of ITC.

13. UPMRC reserves the right to accept or reject any or all the proposals without assigning any reason whatsoever. No bidder shall have any cause of action or claim against the UPMRC for rejection of his proposal. Only the Bid guarantee will be returned in such cases, but without any interest.
14. The Bank requires that Consultants, as well as Borrowers, under contracts funded by the Bank observe the highest standard of ethics during the procurements and execution of such contracts. In pursuance of this policy, the Bank:
- a) Will reject an evaluation of proposals offered by the consultant if it determines that the consultant evaluated as the highest ranked has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - b) Will recognize a consultant as ineligible, for a period determined by the Bank, to be awarded a contract funded with the Bank Loans if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or executing, another contract funded with the Bank Loans.
15. It is the responsibility of the bidder to provide documentary evidence/certificate from the client/auditor for each "Eligible Project", showing all relevant details like consultancy cost, share of the bidding firm therein, number of man-months of professional personnel / positions, scope and nature of work etc. Works not supported by documentary evidence will not be considered for award of marks. Documentary evidence submitted after the last date for bid submission shall be ignored. Subject to above, UPMRC may seek clarifications from the bidders or others for the purpose of evaluation.



ATTACHMENT-1: Summary Evaluation Sheet

Technical Evaluation: Summary Evaluation Sheet									
Criteria No.	Evaluation Criteria	Bidder	A		B		C		Remarks
		→	Rating	Score	Rating	Score	Rating	Score	
		Maximum Marks (w)	(r %)	(w*r/100)	(r %)	(w*r/100)	(r %)	(w*r/100)	
I	Specific experience of the firms relevant to this type of Assignment.	2000		2000		1838.2		988.2	
	Experience on eligible projects	1000	100	1000	100.00	1000.00	40.00	400.00	Bidder A, B & C have executed 15, 10 & 4 eligible projects respectively.
	Man months of categories as given in 3.1.1(D) provided for the above eligible projects (<u>maximum 10 nos</u>)	1000	100	1000	83.82	838.2	58.82	588.2	Bidder A, B & C have provided 68000, 57000 & 40000 man- months respectively of specified categories for the eligible projects.
II	Adequacy of Proposed Methodology & work plan in responding to the TOR	1600		1040		1520		1120	
	Approach and Methodology	800	90	720	90	720	70	560	
	Work Plan (including schedule)	800	40	320	100	800	70	560	
III	Qualification, experience and competence of the Key Staff to be deployed for the Assignment	4000		3200		2800		3100	Obtained Score is sum of individual scores of all evaluated CVs
	1.1 Project Incharges	300		250		250		280	
	a) Project Director/ Project Leader/ Project Co-ordinator.	<u>120</u> 171.43	***	<u>90</u> 130	***	<u>100</u> 140	***	<u>110</u> 150	
	b) Deputy Project Director, <u>Kanpur</u>	<u>90</u> 128.57	***	<u>85</u> 120	***	<u>70</u> 110	***	<u>90</u> 130	
	c) <u>Deputy Project Director, Agra</u>	<u>90</u>	***	<u>75</u>	***	<u>80</u>		<u>80</u>	
1.2 Contract and Project Management (600)									



Engineering Graduates in respective field	75%
Diploma of three-year duration in respective field	50%

For non-engineering posts, the following criteria will be used for awarding rating/marks:

Graduation in relevant discipline	50%
Post Graduation or accepted Professional qualification	75%
Doctorate or additional relevant post graduate degree	100%

(ii) Professional Training/ Attachments/ Membership (Weightage: 10%)

- attached to teaching/research institutions. (1 mark per attachment)
- short term training course not less than a month on task assigned (1 mark per course)
- Membership of local reputed institutions, foreign institutions/bodies (1 mark per institution; subject to maximum of 10 marks)

Bidder getting the highest marks under this sub-criterion will get 100% of the maximum marks for this sub-criterion. The bidders having obtained lesser number of marks will be awarded proportional points based on number of marks obtained by them. (i.e. If bidder A has obtained highest number of marks i.e. "n₁" and bidders B & C have obtained "n₂" & "n₃" marks respectively, then bidder A will get 100% of the maximum marks for this sub-criterion and bidders B & C will get " $n_2 \times 100/n_1$ " % and " $n_3 \times 100/n_1$ " % of maximum marks respectively.)

(iii) Experience in the assigned task (Weightage: 50 %).

- Experience in the same rank or equivalent for at least 5 years in relevant MRTS/High Speed Rail Projects field will earn full marks.
- For lower periods of experience, marks will be given proportionately.
- Experience at a rank one below will be given marks at half of the above.

(iv) Language proficiency in English (5 %)-

- Full marks if the candidate can speak English.

(v) Country experience (15 %)-

- (a) For positions to be filled by foreign/expatriate experts [see asterisked items in para 3.1.1(D)]:

marks for developed country experience exceeding 5 years	60%
marks for Indian experience of at least 1 year	20%
marks for experience in other developing countries exceeding 1 year	20%

For this purpose all relevant experience (not necessarily in the position concerned) will be counted. For shorter periods marks will be reduced as follows:

Developed Country experience:

0 - 2.9 years	No marks
3 - 4.9 years	Half of the marks
5 years & above	Full marks.



Indian / developing country experience:

0 – 5.9 months	No marks
6 - 11.9 months	Half of the marks
12 & above months	Full marks.

(b) For all other positions:

Developed Country experience exceeding 1 year	-	50%
Developing Country experience exceeding 1 year	-	50%

(Experience of less than 6 months in each category will be ignored; experience of 6-12 months will be given half the eligible mark)

(c) In view of physically and mentally demanding nature of work requiring continuous involvement of key staff and strict project targets, it would be desirable that experts having age less than 65 years be deputed as key staff.

K1 positions in each category of the Summary Evaluation Sheet will generally carry a weight of 1 while K2 categories will carry a weight of 0.75.

The share of each post in the total mark for the category will be calculated by dividing its weight by the total of the weights of all posts in that category.

For example, 300 marks are allocated to Project Incharges; there is one K1 post and one two K2 posts in this category as per para 3.1.1 D The total of the weights is $1.00 + 2 \times 0.75 = 1.75$ 2.50. Therefore the K1 post will carry $1/1.75 \times 2.50$ of the 300 marks while the K2 posts will carry $2 \times 0.75/1.75 \times 2.50$ of the 300 marks, i.e. the K1 post will carry 171.43 120 marks while the K2 posts will carry 2×28.57 180 marks (i.e. 90 marks for Deputy Project Director Kanpur and 90 marks for Deputy Project Director Agra). The 171.43 Marks for the K1 post and K2 posts of Project Director/Project Leader/ Project Co-ordinator will be allotted according to the weights and marking scheme. given in (a) to (f) above.

- A. Criterion IV (viz. Suitability of the skills transfer programme):** marks will be allotted according to the methodology specified in Appendix III.9. Bidder getting the highest marks under this sub-criterion will get 100% of the maximum marks for this sub-criterion. The bidders having obtained lesser number of marks will be awarded proportional points based on number of marks obtained by them. (i.e. If bidder A has obtained highest number of marks i.e. “n₁” and bidders B & C have obtained “n₂” & “n₃” marks respectively, then bidder A will get 100% of the maximum marks for this sub- criterion and bidders B & C will get “n₂x100/n₁” % and “n₃x100/n₁” % of maximum marks respectively.)

Bidders should note that if they do not provide required details or required documentary evidence or provide it in incomplete form or provide it late, UPMRC based upon its own interpretation and judgement of the available information / evidence, and best interest of the assignment may either award no marks or award such marks as it may deem appropriate.

Note to Bidders:

- All the client certificates submitted by tenderer from member countries of “Hague Convention” shall be duly apostilled. For other countries, same shall be submitted duly notarized by the notary public of country of origin & stamped by Embassy/High Commission. should be duly notarized / apostille from the Client Country where the project has been carried out. These to be submitted in original along with the bid.
- For Technical Support / professionals, the minimum educational qualifications for respective engineering positions should be relevant Degree/Diploma with minimum 5 years of professional experience out of which preferably 2 year should be of Metro / rail projects.



8.3.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- (i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/LMRC UPMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/LMRC UPMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- (ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/LMRC UPMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
 - b) Employer will decide the second Arbitrator. MD/LMRC UPMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/LMRC UPMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment date, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/LMRC UPMRC, Lucknow.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/LMRC UPMRC fails to act without undue delay, the MD/LMRC UPMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

8.3.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 8.3.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;



a Working / Retired Officer (not below E-8 grade in a PSU with which ~~LMRC~~ UPMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in ~~LMRC~~ UPMRC or a PSU with which ~~LMRC~~ UPMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 8.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 8.3.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 8.3.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 298 of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- 8.3.7 If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 8.3.8 Arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 8.3.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days I 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.



Appendix -XIV

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE
(Reference Para 11 of LOI and clause 3.11 of G.C.C)

To:
Uttar Pradesh Metro Rail Corporation Limited,
Administrative Building,
Vipin Khand, Gomti Nagar,
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,
Lucknow-226010, Uttar Pradesh, India

WHEREAS _____ (Name and address of General Consultant),
(herein after called "the General Consultant") has undertaken, in pursuance of Contract No. KNPAGGC-01 dated _____ to execute the General Consultancy Services for Kanpur & Agra Metro Rail Projects (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee from an Indian Scheduled Commercial Bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract in lieu of cash deposits held by you for such compliance of obligation/performance Guarantee.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the General Consultant up to a total of _____, such sum being payable in the types and proportion of currencies in which the Contract is payable, and *we hereby unconditionally, irrevocably and without demur undertake to immediately pay you*, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change of addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under the guarantee, and we hereby waive notice of any such change, addition or modification.

"The expression "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns."

This guarantee shall be valid for three years beyond the certified date of commissioning of the project. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR



KN PAGGC-01

Vol. 2 : General Condition of Contract (GCC)

NAME OF BANK _____

ADDRESS _____

DATE _____

Notes :

- 1: The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 2: The 'Bank Guarantee' shall be from an ~~Indian~~ scheduled Commercial Bank.



- Project Information
- Terms of Reference (TOR)
- Technical Proposal forms
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

Volume-3: FINANCIAL PROPOSAL

- Financial Proposal

7. A complete set of the Request for Proposal (RFP) documents may be obtained from the office of Chief Engineer/Contract, Uttar Pradesh Metro Rail Corporation Ltd., Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow – 226010, Uttar Pradesh on payment of non-refundable amount of **Rs.1,00,000/- (Rupees One Lakh Only)** or **US Dollar 1450 (US Dollar One Thousand Four Hundred Fifty Only)** by way of demand draft in favour of “**Uttar Pradesh Metro Rail Corporation Limited**” payable at Lucknow, India.
8. Details on the proposal’s submission date, time and address are provided in Clause 9 below.
9. Schedule of important dates for this selection process is:

S. No	Particulars	Scheduled Date and time
(i)	Sale period for RFP documents	From 13.12.2019 to 23.01.2019 (between 09:30 Hrs. to 17:30 Hrs.) on working days
(ii)	Cost of RFP documents	Rs. 1,00,000/- or US Dollar 1450 by way of demand draft in favour of “ Uttar Pradesh Metro Rail Corporation Limited ” payable at Lucknow.
(iii)	Contract Period	60 Months (Approx.)
(iv)	Bid Security/Earnest Money Deposit (EMD)	INR 20 Million (Rs. Two Crores Only) in favour of Uttar Pradesh Metro Rail Corporation Limited (Proforma enclosed in Annexure-2 of ITC)
(v)	Pre-bid meeting	03.02.2020 @ 11.00 hrs
(vi)	Last date of seeking clarification	06.02.2020
(vii)	Last date of issuing reply to Pre-bid Queries & issue of Addendum (if any)	18.02.2020 19.02.2020
(viii)	Date and Time of the submission deadline for Proposal	02.03.2020 13.03.2020 upto 15:00 Hrs (IST)
(ix)	Date & Time for Opening of “Envelope A” (Bid Guarantee/EMD, proposal for shortlisting of consultant and Technical proposal)	02.03.2020 13.03.2020 @ 15.30 hrs
(x)	Expected date for opening of “Envelope B” (Financial Proposal)	Will be informed later on after the evaluation of Technical Bids (only to the bidders who will successfully qualify the Technical Evaluation)

NOTE: Uttar Pradesh Metro Rail Corporation (UPMRC) can amend the dates & time, if required.

Chief Engineer/Contract
Uttar Pradesh Metro Rail Corporation Ltd.

