



# उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लि०

## UTTAR PRADESH METRO RAIL CORPORATION LTD.

(Formerly Known as Lucknow Metro Rail Corporation Ltd.)  
 (भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)  
 (A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

UPMRC/CE-CONTRACT/ KNPAGO&M-01/2020-21

Date: 14.12.2020

To,

**All Bidders**

**Subject: - Reply to Pre-bid queries and Addendum-01 for tender KNPAGO&M -01.**

**Ref: - Tender KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System, Last Mile Connectivity for Kanpur & Agra project for UPMRCL Metro Rail Projects.

Dear Sir,

Please find enclosed herewith the reply to pre-bid queries and Addendum-01 to the tender KNPAGO&M-01. Further, the submission and opening dates are revised as follows:

- Date & Time of submission of tender : **07.01.2021 upto 15:00 Hrs**
- Date & Time of opening of tender : **07.01.2021 @ 15:30 Hrs**

(Deepak Gupta)  
 CE/Contract



**Reply to Pre-Bid Queries KNPAGO&M-01**

Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System, Last Mile Connectivity for Kanpur & Agra project for UPMRCL Metro Rail Projects.

S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
1	ATTACHMENT-1: Summary Evaluation Sheet, Vol-2, General, Page-9,	Evaluation criteria A1	While 'evaluation criteria' column mentions 'metro sector', 'criteria or marking' column mentions Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro / railways sector  Kindly confirm our understanding that this criterion is limited to metro assignments only	Please refer Annexure-1 of Addendum-1
2	ATTACHMENT-1: Summary Evaluation Sheet, Page 9 & 11, Vol 2; Appendix III-2a Vol-2 page 38. and Appendix III-3a Vol-2 page 41.	Relevant project experience – Public sector in India (Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises) Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises	Criteria A1 covers all eligible project experience in Metro and A2 covers all eligible project experience non-metro transportation sector. Hence, this criterion (eligible project experience with public sector) is already covered to in sub-criteria A1 and A2. It will result in repetition of project experience from A1 and A2. Hence, it is requested that this sub-criterion be deleted and its score be merged with Approach & Methodology. Since the intent is to understand the depth of bidder's capability in O&M strategy in transportation sector with a Govt. entity, it may be also be relevant to assess a detailed case study. Hence, this criterion may be replaced with a detailed case study on a 'eligible project' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises.	Please refer Annexure-1, Annexure 14 of Addendum-1
3	ATTACHMENT-1: Clause D of Note on evaluation Methodology, Summary Evaluation Sheet, Page 13, Vol 2	Evaluation of experts is currently based on • 20 % on education qualification • 50% on number of years of experience • 30% on number of eligible projects undertaken by the expert	Education qualification and number of years of experience are already the threshold qualification criteria for the experts. Beyond this, the assessment should be done on the presentation submission of the expert (which is already required to be submitted as a part of expert CV but is not being assessed currently). Hence, requested that CV evaluation as be done as follows: • 50% on the presentation submitted by the expert on understanding of expected delivery by the concern expert & the related work plan as understood, along with atleast 2 cases studies of the projects undertaken by him • 50% on the number of projects o 20% on total number of projects o 30% on Number of 'eligible projects'	Please refer Annexure-2 of Addendum-1
4	3.1 Evaluation of Technical Proposal, Page 2, Vol 2	No provision of technical presentation currently	A technical presentation provides an opportunity to the technical committee to evaluate the quality & relevance of bidder's experience as well as expert. Hence, it is requested that bidders make a technical presentation, which shall cover topics on approach and methodology, detailed case studies & interaction with experts. Marks awarded to these topics will be based on both the technical presentation and the written submission.	Please refer Annexure-2 of Addendum-1
5	3. Technical evaluation – Firm experience – A1, Page 11, 12, Vol 1, Section 3	All documentary evidence of experience including client's references and certificates must be enclosed.	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the self-certificate by MD with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a approximate contract value duly attested by CA.	As per tender conditions.
6	3.1 Evaluation of Technical Proposal, Page 9, Vol 2	Approach and Methodology – 20 marks	It is requested that the marks allocated to Approach and methodology criterion be increased to 30. Evaluation be undertaken to assess quality and impact the of the assignments undertaken by the bidder as well as proprietary tools and customized methodologies which will be adopted by the bidder for the assignment.	As per tender conditions.
7	ATTACHMENT-1: Summary Evaluation Sheet, Page 9, Vol 2	A detailed methodology is provided to score A&M section (Notes on evaluation methodology in Vol II)	This section is critical to really differentiate bidders and select the one with the relevant and quality experience. Current scoring methodology creates minimal difference between Average, Good and Excellent. It is requested that full range of marks be utilized to score bidders Alternatively, the marks distribution between quality of bidders may be changed to: Excellent - 100% Very Good - 75% Good - 50% Average - 25% Below Average - 0%	Please refer Annexure-2 of Addendum-1.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
8	ATTACHMENT-1: Summary Evaluation Sheet, Page 9, Vol 2	Detailed methodology is provided to score case studies (Notes on evaluation methodology in Vol II)	It is requested that, like Approach & Methodology, case studies be evaluated during the technical presentation and evaluated on <ul style="list-style-type: none"> <li>• Quality and impact the of the case studies</li> <li>• Proprietary tools and customized methodologies</li> <li>• Resultant impact</li> </ul>	As per tender conditions.
9	1.1 Technical Eligibility Criteria, Page 11, Vol 1 Section 3	Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	The development of last-mile connectivity strategy, is a key element of the project, in addition to O&M strategy. Also, the scope & size of eligible projects should be similar to the current project. Hence, it is requested that Eligible Projects be changed to: "Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy or last mile connectivity strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR five crore for professional fees (excluding taxes)	As per tender conditions.
10	Section 1.7.1, Page 32, Vol 2 TOR	Time of Completion and Payment	We would like to time the payment of our invoices and would request to accept a payment term of 30 days from the date of invoice. As per our standard terms, we would like to add the clause on interest on late payment. "BCG will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice."	As per tender conditions.
11	Annexure 11, Page 31, Vol 1 Section 3	Financial Data	Currently our Financials for FY 19-20 are still under audit and finalization. We would be happy to provide you the same once our statutory audit finalizes. Till then, we can provide the financials for preceding 3 financial years: FY 18-19, 17-18 and 16-17. Also, we can provide CA certified provisional financial statements for FY 19-20 if needed.	In case audited balance sheet of the last financial year ending with 2019-20 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 financial year ending with 2019-20 is not submitted then the bidder will be considered as non-responsive.
12	1.8.1; 3.3, Page 35, Vol 2	Confidentiality	In the Contract, we propose to amend this clause to define 'Confidential Information' and to add mutual confidentiality obligations for both parties. Further, Confidential Information should not include information that: (a) is previously known to, or in the possession of, the receiving party without an obligation not to disclose; (b) is acquired by a receiving party from a third party which was not, to the receiving party's knowledge, under an obligation not to disclose such information; (c) which the receiving party can demonstrate was independently developed by or for the receiving party without reliance on any Confidential Information of the other party; (d) becomes publicly known and made generally available, through no breach of the Contract; or (e) is disclosed pursuant to an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the disclosing party, provided that, to the extent legally permitted, the receiving party shall promptly notify the disclosing party. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under this contract.	As per tender conditions.
13	1.8.1; 5.2; 3.4 Page 81, Vol2, SCC	Patents; Access to Site; Limitation of the Consultant//Business Advisors' Liability towards the Employer.	We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights infringement (except patents). Patents would not be applicable to the scope of work. All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes. We would like to clarify that all our liabilities and indemnification obligations under the Contract shall arise if such claims are solely attributable to our gross negligence or intentional misconduct. We suggest that our aggregate liability for any direct damages, including third party claims, should be limited to one time the fees paid to us. We can agree to exclude liabilities for gross negligence or willful misconduct from the mentioned cap on direct damages. Any liability, however, will be capped to the above amount and such liability should exclude payment for any indirect, consequential, punitive, or other special damages. We also propose to delete clause 3.4 (a) (ii) (B) and 3.4 (b) on page 125.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
14	Page 55, Vol 2, GCC 2.7	Suspension	We suggest deletion of this clause in entirety. Any suspensions should be mutually discussed and agreed between the parties, since considering the nature of services, the team and Client shall work closely for the services.	As per tender conditions.
15	Page 55, Vol 2, GCC 2.8.1 a)	Termination by the Employer	We suggest that this clause should be triggered where there is a material breach by us. Further, we suggest removing the reference of notice of suspension, and replacing the same with notice of material breach.	As per tender conditions.
16	Page 57, Vol 2, GCC 2.8.5	Payment upon Termination	We are unable to agree to the right to set off payment, and we propose to delete the same. We would also like to remove the reference of 'satisfactorily' performing services from the Contract, since the services shall be provided as per the terms of the Contract. Further, in the event of any termination, we should be paid for services performed up till the date of termination, and for reasonable expenses agreed in advance.	As per tender conditions.
17	Page 59, Vol 2, GCC 3.6	Accounting, Inspection and Auditing	While we agree to the right to audit, we would like to clarify that we will maintain the records for the purpose of Client assessing our compliance with the terms of the Contract. The Client's internal or external auditors may audit, copy and inspect the records at reasonable times and upon reasonable notice; provided, however, that all such auditors are instructed by the Client to maintain the confidentiality of the information gathered consistent with the terms contained in the Contract. Further, nothing shall obligate us to disclose any documents or other materials relating to the profitability or internal profit and loss/ balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally privileged documents or information that we are bound to maintain as confidential by written obligation to a third party.	As per tender conditions.
18	Page 59, Vol 2, GCC, 3.9	Documents prepared by the Consultant/Business Advisor to be the Property of the Employer	We agree to provide the Client the IP of the final deliverables that are shared with the Client. We propose the inclusion of language that allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. We shall provide a non-exclusive, non-transferable, non-sublicensable, fully paid right to the Client to use and copy any of the pre-existing IP forming part of the deliverables, so as to enable the Client to use the deliverables internally, in accordance with the Contract. We shall also retain the ownership of any IP we develop in the course of working for the Client, whether or not incorporated into the deliverables. This is especially true for any IP that could be considered an 'enhancement' to our pre-existing IP. Further, in the event any of our proprietary products or third-party materials are used for the deliverables or Services, the terms and any licensing restrictions thereof shall be shared with the Client for compliance. Also, we shall not preclude the Client from sharing the deliverables with any third parties, however, we request the Client to ensure that such third parties sign our standard non-reliance letter before the Client shares deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for the Client. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the duty of care towards the third party.	As per tender conditions.
19	Page 65, Vol 2, GCC 8.3	Arbitration	We propose that we should be allowed to choose the arbitrator, without being dependent on the choices provided by the Client, as long as the same is in accordance with the applicable law.	As per tender conditions.
20	Page 81, Vol 2, SCC 3.5	The risks and the coverages	We propose to discuss the insurance requirements with the Client, basis the scope of services. Additionally, we would like to clarify that we can share the certificates of the relevant insurance policies, but not the policies itself, since we take global policies which are confidential in nature.	As per tender conditions.
21	N/A	Disclaimer	We would like to propose the inclusion of the following clarification that the Client shall be responsible for obtaining its own legal, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to Client.	As per tender conditions.
22	Section 3/ Clause 1.1 Technical Criteria, Vol-1, page11 and Note to Bidder, Vol-2 page13	"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes) .	You would agree that in big projects like General Consultancy and Project Management for Rail/ Metro projects, consultants do advise on Operations & Maintenance (O&M) strategy as part of scope. In these big project's client do issue consolidated performance certificate for all disciplines involved in project and it would be difficult for consultant to get standalone certificate of Operations & Maintenance work certifying the professional fee of INR one crore. So, we would request you to accept projects as eligible projects where the consultant has completed the Operations & Maintenance (O&M) strategy as stated in the scope of work. Or allow consultant to certify the amount of INR one crore fee by self-attestation/ CA certification.	Please refer Annexure 4 of Addendum-1.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
23	Section 3/ Clause 1.2 Financial Criteria	Average Annual Turnover: - The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover. 'Relevant Services' is defined as business, strategy, financial consulting and operational projects excluding IT implementation, audit/ compliance.  He should be able to fulfill these criteria based on audited annual reports/Chartered Accountant Certificates of last five years (from FY 2015-2016 to 2019-20).	You would agree that it would be difficult for consultant to calculate separate average annual turnover from Consultancy Services for business, strategy, financial consulting and operational projects and get it certified from Chartered Accountant.  Therefore, we would request to accept average annual turnover from all Consultancy Services project of last five years (from FY 2015-2016 to 2019-20).  Also, we understand that for foreign company the financial years would be from 2015-2019.	Please refer Annexure 3 of Addendum-1.
24	Section 1/ Page 3	Date and Time of the submission deadline for Proposal 10.12.2020 upto 15:00 Hrs (IST)	Due to COVID pandemic, many countries in Europe are again in lockdown and requirement of admin documents, bank letters, BG is taking time. So we would request to extend this bid by 3 weeks from current due date.	Please refer Annexure-12 of Addendum-01
25	Appendix III-6b	Format for CV : v) Detailed Presentation also to be submitted. Presentation shall include the expected delivery by the concern expert & the related work plan as understood by him.	We would like to apprise you that in Appendix III-4 you have already asked details of workplan and Approach & methodology wherein consultant will give details of inputs from experts and related work plan. Therefore, we will request you to delete this requirement to be submitted with CV.	As per tender conditions.
26	GCC Clause 2.7/55	suspension	Mutual rights to be provided to consultant to suspend services in case of breach by Client	As per tender conditions.
27	GCC Clause 8.3.2/66	Appointment of Arbitrators	The Consultant to have the right to propose the name of the Arbitrator for it to be a fair procedure.	As per tender conditions.
28	GCC Clause 3.4 a ii/81	Limitation of liability: for any direct loss or damage that exceeds (A) the total payments made and expected to be made to the Consultant/Business Advisors under this contract, etc. or (B) the proceeds the Consultant/Business Advisors may be entitled to receive from any insurance maintained by the Consultant/Business Advisors to cover such a liability, whichever is higher.	It is requested to cap the liability of the consultant upto the payments received under the Agreement	As per tender conditions.
29	GCC Clause 3.5/82	Project specific Professional Indemnity insurance policy with a minimum coverage equal to remuneration estimated etc. (as required under 3.4 (a) (ii) of SCC). Validity of PII shall be upto 3 years beyond date of completion.	Can we use our Global umbrella policy for PII? Further, request the validity of PII to be only upto the date of completion of project	As per tender conditions.
30	GCC Clause 6.2/83	No escalation payable	Escalation rates to be applicable as per the prevailing rates	As per tender conditions.
31	GCC Clause 5.3/63	If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties levied in India	To be reworded as If, after the date of submission, there is any change in the Applicable Laws with respect to taxes and duties levied in India	As per tender conditions.
32	Vol 2/ Page 13, Note	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.	Due to COVID pandemic, many countries in Europe are again in lockdown and requirement of notarized / apostille and original certificate would take time. Please allow consultant to submit scanned certificate signed by client.	Please refer Annexure 4 of Addendum-1.
33	Section ITC	Eligibility Criteria	As generally allowed in similar type of bids, we would request to allow wholly owned subsidiary to use the credentials of parent company to meet the Eligibility requirement given in RFP.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
34	Volume/1, page 18	Annexure-2 Form of Bank Guarantee for Bid	<p>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.</p> <p>The Notwithstanding clause generally contained of below highlighted points:</p> <p>NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE</p> <p>OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED _____ ( _____ ONLY)</p> <p>THIS BANK GUARANTEE SHALL BE VALID UPTO _____,</p> <p>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.</p> <p>This guarantee cannot be assigned nor transferred to any other third party, without the prior written consent of the Guarantor</p> <p>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.</p> <p>So, we would request your good self to accept the above-mentioned changes and allow us to submit Bank Guarantee with Notwithstanding clause added in it.</p>	As per tender conditions.
35	Clause 6; GCC	Payment to consultant	In case of JV/Consortium, we would request to pay each partner separately.	Please refer Annexure 5 of Addendum-1
36	TOR/ page 37	The key deliverables to be submitted by the Consultant and associated timelines are as mentioned in the below table and are for the current program for 6 months.	The time for finalizing the Bid has been kept as ten weeks. The bids generally take about 4 months or more. So, we feel that 6 months would not be enough for completion of project.	As per tender conditions.
37	Vol 2: General	Requirements for Key Personnel proposed to be deployed: Mobility / urban transportation expert	Eligible project should not be applicable for mobility / urban as his role does not require the experience in "eligible projects" related to O&M. The requirement has to be related to urban mobility.	"Eligible project" may be read as "Relevant project" in the entire document.
38	Vol 2: General	Requirements for Key Personnel proposed to be deployed: Rolling Stock expert	Eligible project should not be applicable for Rolling Stock expert as his role does not require the experience in "eligible projects" related to O&M. These experts mainly have experience in Rolling Stock expertise.	As per tender conditions.
39	Vol 2: General	Requirements for Key Personnel proposed to be deployed: Operations & maintenance (O&M) expert	We understand that experience of experts with Railway/ metro operators/ operating firms would be counted for evaluation.	As per tender conditions.
40	Vol 2: General	Requirements for Key Personnel proposed to be deployed:	One position for RAMS expert is suggested for defining the KPIs.	As per tender conditions.
41	Vol 2: General	Requirements for Key Personnel proposed to be deployed:	Since this project requires global benchmarking, some of the positions should require experience in working in some eligible projects outside India (at-least D1 and D4)	Please refer Annexure 6 of Addendum-1.
42	General Clause 3.2 (C ) Vol-2	Requirements for Key Personnel proposed to be deployed: Metro/rail expert	Please elaborate the role of Metro/rail expert in the project	Please refer Annexure 6 of Addendum-1.
43	Vol 2: General	ATTACHMENT-1: Summary Evaluation Sheet Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	Number of 'eligible projects' requirement of 10 Nos for scoring full marks is stringent. We would request to keep it 5 to score full marks as done for A1.	As per tender conditions.
44	Vol 2: General	Relevant project experience – Public sector in India (Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises).	Number of 'eligible projects' requirement of 10 Nos for scoring full marks is stringent. We would request to keep it 5 to score full marks as done for A1.	As per tender conditions.



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45	Vol 2: General	Relevant project experience	We understand that in criteria A1 and A2, public transport sector experience is covered, and we feel that there is no need for relevant experience requirement in A3. Please amend accordingly.	As per tender conditions.
46	General		Type of traction supply in the project information may be checked. It will be good if the client can share any specific information related to O&M for these projects.	As per tender conditions.
47	General		There is only one submission for the Last Mile connectivity. It is suggested to break it up.	As per tender conditions.
48	General		45% payment has been assigned for one activity only. The payments for the Base-lining of current operations and metro benchmarking	As per tender conditions.
49	General		Design of the O&M outsourcing model Assessment of costs and development of cost model and Governance model should be increased from 10 % to 15%. Then the payment will be commensurate with the efforts.	As per tender conditions.
50	General Clause 3.2 (C ) Vol-2		Please clarify Employer expectation regarding on-site deployment of key/ non-key experts from consultant side.	Kindly refer Clause 3.2 (c ). on site deployment of Key experts are required for limited period as mutually agreed.
51	General		Station Retail design part may be elaborated.	As per tender conditions.
52	Volume 2, D (ii) Notes on Evaluation methodology, Page 13	"... relevant field for respective position.. "	It is understood that relevant field means discipline e.g. O&M for O&M expert, Rolling Stock for Rolling Stock Expert. Please confirm. Please clarify 'respective position'- Does it include working in any O&M role- Operator/ Maintainer/ Trainer/ Consultant. Please elaborate.	Please refer Annexure 2 of Addendum-1.
53	Volume 1, Section-3, §1.1	Eligible projects	Please confirm that 'Eligible projects in Metro/ Railways/ Airports' includes Light Rail Projects in Transportation Sector.	Metro projects includes Light Rail also.
54	§3.2 C) Table D4	..... 'eligible projects'.....	Metro/ Rail Expert- Please clarify expected relevant skill/ experience/ role.	Please refer Annexure 6 of Addendum-1.
55	Page No. 11 Section 3: Clause 1.1 Technical Eligibility Criteria	The Applicant must have completed at least Three "Eligible Projects" of advisory/ consultancy projects in the last 05 years (from 2015-16 to 2019-20) "Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) Strategy in 'Passenger Transport Sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes).	Request to modify this clause as under: The Applicant must have completed at least Three "Eligible Projects" of advisory/ consultancy projects in the last 10 years (from 2010-11 to 2019-20) "Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) Strategy in 'Passenger Transport Sector' i.e. Metro / Bus / Railways / Airports in India or abroad with each project costing not less than INR 40 Lakhs for professional fees (excluding taxes).	Please refer Annexure-20 of Addendum-01



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply																																														
56	Page No. 4, Volume 2 (Technical Proposal) General, Clause 3.2 C) Requirement of Key Personnel proposed to be deployed & Clause D (ii) of Notes on evaluation Page 13	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Evaluation Parameter</th> <th>Criteria for marking</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>D1</td> <td>Team leader</td> <td> <ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum of 15 years work experience</li> <li>At least 5 'eligible projects' in infrastructure sector (including metro / rail) on topics such as overall strategy and governance / operations and maintenance strategy / asset management in India or abroad</li> </ul> </td> <td>900 (12%)</td> </tr> <tr> <td>D2</td> <td>Operations &amp; maintenance (O&amp;M) expert</td> <td> <ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum 12 years of work experience</li> <li>At least 5 'eligible projects' in operations and maintenance topic in India or abroad</li> </ul> </td> <td>400 (10%)</td> </tr> <tr> <td>D3</td> <td>Rolling Stock Expert</td> <td> <ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum 12 years of work experience</li> <li>At least 2 'eligible projects'</li> </ul> </td> <td>300 (10%)</td> </tr> <tr> <td>D4</td> <td>Metro/ rail expert</td> <td> <ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum 10 years of work experience</li> <li>At least 4 'eligible projects' in metro rail sector in India or abroad</li> </ul> </td> <td>200 (4%)</td> </tr> <tr> <td>D5</td> <td>Mobility / urban transportation expert</td> <td> <ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum 10 years of work experience</li> <li>At least 2 'eligible projects' in urban transportation / mobility strategy / last mile connectivity topics in India or abroad</li> </ul> </td> <td>320 (4%)</td> </tr> <tr> <td colspan="3">Total marks</td> <td>3200</td> </tr> </tbody> </table>	S. 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57	Page No. 4 Volume 2 (Technical Proposal) General Clause 3.2 C) Requirement of Key Personnel proposed to be deployed:	Requirements for Key Personnel proposed to be deployed	We request you kindly consider two more positions 1. Transaction Advisory Expert 2. Legal Expert	As per tender conditions.																																														
58	Page no.-5, Volume 1- Section 1, Letter of Invitation	9. Schedule of important dates for this selection process is Bid Security/ Earnest Money Deposit EMD): Rs. 5.00 Five) Lakhs Only on form of DD/ BG (in favour of Uttar Pradesh Metro rail Corporation Limited)	We request to kindly consider relaxing the condition of the payment of Bid Security/ EMD for companies registered under MSME category with Government of India.	As per tender conditions.																																														
59	Page no.-10 Volume 1- Section 1, Technical Eligibility Criteria	The Applicant must have completed at least Three "Eligible Projects" of advisory/ consultancy projects in the last 5 years (from 2015-16 to 2019-2020)."Eligible projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro Railways/ Airports in India or abroad with each costing not less than INR one crore for professional fees (excluding taxes).	Request to kindly consider substantially completed (70%) ongoing projects with relevant documentary proofs i.e. Work Order & Client Certificate.	As per tender conditions.																																														
60	Page No. 15, Appendix I - 1	7.1 The Consultant / Business Advisor will prepare tender design ..... for O&M Outsourcing & Operation Strategy	Kindly remove the word "Strategy".	As per tender conditions.																																														
61	Clause 6, Performance Bank Guarantee, General, Vol-2, Page No. 6	6.1 Performance Bank 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 consultancy services for operations & maintenance outsourcing strategy.....	We request to kindly consider relaxing the condition of the payment of PBG for companies registered under MSME category with Government of India.	Please refer Annexure 9 & 11 of Addendum-1.																																														
62	Page No. 31, Appendix II	1.1.2 Designing of the right O&M outsourcing model for rolling stock & Signalling with train Operation & Last Mile Connectivity	We request to kindly remove the Last mile from the scope.	As per tender conditions.																																														
63	Page No. 33, Appendix II	1.3 Preparation of tender packages and tender documents for O&M Outsourcing, Last Mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project	Project timescales T0 to T+24 or T+30 weeks seems too rushed to satisfactorily secure all deliverables given status of the construction and procurement (including selection of O&M suppliers, review of last mile connectivity at stations). Kindly reconsider to extend the project timeline.	As per tender conditions.																																														





S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
64	Page No. 61, Volume 2, Technical Proposal, General Conditions of Contract (GCC)	3.11 Performance Bank Guarantee, 3.11.2 The Performance Bank Guarantee shall be valid for one (1) year beyond the certified date of commissioning of the project.	Kindly change the clause as follows: The Performance guarantee shall be valid for 3 months beyond the date of submission of final deliverable of the project.	Please refer Annexure 11 of Addendum-1.
65	Page No. 9, Section 2, Instruction to Consultants (ITC)	2.26 Bidders shall deliver their completed proposals along with the bid by stipulated due date at the address given below.....	Considering the current pandemic scenario, request you to make the bid submission online.	As per tender conditions.
66	Page No. 48, Appendix IV, C1 1	1. Following documents attached hereto hereby agree as follows: a) Letter of acceptance b) Cost breakup activity wise in local currency c) Terms of reference d) Consultant's key personnel e) Form of bank guarantee for performance guarantee f) MOU g) Power of Attorney h) Statement of Covenant of Integrity i) The General Conditions of Contract j) The Special Conditions of Contract	This clause shall also include consultant's proposal (with detailed methodology and assumption & exclusions to the ToR). Kindly reconsider.	As per tender conditions.
67	Page No. 58, Volume 2, Technical Proposal, General Conditions of Contract (GCC)	3.1.1. Standard of Performance, The consultant/ business advisors shall perform the service and carry out their obligations hereunder with all due diligence,.....	We assume that Consultant's obligation in relation to the performance of the Services shall be to exercise reasonable skill and care. Kindly confirm.	As per tender conditions.
68	Page No. 59, Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	3.5 Insurance to be taken out by the Consultant/ business advisor, The consultant/ business advisors shall take out and maintain, and shall cause the sub-consultants to take out and maintain, at their.....	We assume that each consortium member will need to have Professional Indemnity Insurance equal to the share of the member's fee. Kindly confirm.	As per tender conditions.
69	Page No. 60, Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	3.8.2 Serious Hindrances, The consultant/ business advisors 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.....	We assume this provision also extends to hindrance to travel, face to face meetings in the context of Covid-19. We'd like to exclude our responsibility for any delays, etc. beyond our reasonable control.	As per tender conditions.
70	Page No. 60, Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	3.9 Documents prepared by the consultant/business advisors to be the property of the employer, All plans, drawings, specifications, designs, reports and other documents prepared by the consultant/ business advisors in performing the services shall become and remain the property of the employer, and.....	We assume that the Intellectual Property Rights in all pre-existing intellectual property of the consultant used in delivering this assignment shall continue to vest in the consultant. Kindly confirm.	As per tender conditions.
71	Page No. 62, Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	4.6 Working hours and leave, Working hours an applicable to the UPMRC employees will be applicable to consultant/ business advisors also.	We'd request to share working hours of UPMRC.	As per tender conditions.
72	Page No. 64, Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	6. Payments to the consultant/ business advisor, Quoted consultancy fees shall be inclusive of all charges such as travel/ lode and board, local travel and out of pocket expenses towards visit of team members....	We assume that the Client shall make payments within 30 days from the date of receipt of invoice. Kindly confirm.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
73	Volume 2, Appendix V, Technical Proposal, General Conditions of Contract (GCC)	General query	We assume that the consultant will have a right to stop work due to non-payment of dues by the Client. Kindly confirm.	As per tender conditions.
74	Page no. 81, Technical Proposal, Special Conditions of Contract (GCC)	3.4 Limitations of the consultant/ business advisors' liability towards the employer	Consultant's liability shall be limited to a fixed cap of 1x the consultant's fee under this commission. Kindly confirm.	As per tender conditions.
75	General query	General query	Financial proposal will detail costs to make a lump sum – but no guidance on expected consultancy services, so price range from different bidders could be x 10	Expected consultancy is covered in TOR.
76	General query	General query	Extensive "micro detail" study for last mile connectivity, not clear if implementation is client or local government responsibility	Implementation by UPMRC.
77	General query	General query	Liability to be clarified in event UPMRC cannot procure O&M services within the cost range projected by the consultant, or selected O&M contractors not satisfactory	Liability till prebid query reply but for drafting tender conditions to optimise O&M cost.
78	Page N. 3, Volume 1, Section 1, Letter of Invitation	Date and time of submission deadline for proposal – 10.12.2020 up to 1500 hrs	Request to kindly provide at least three weeks for proposal preparation from the date of clarification.	Please refer Annexure-12 of Addendum-01
79	Date and Time of the submission deadline for Proposal, Volume 1: Section 1, Clause 9 (viii), Pg-3	Date and Time of the submission deadline for Proposal: 10.12.2020 upto 15:00 Hrs (IST)	We request the Authority to allow 20 working days from the date of response to queries for submission of proposal. This will help us in developing a robust proposal.	Please refer Annexure-12 of Addendum-01
80	Proof for authorized signatory, Volume 1: Section 2, Clause 2.15, Pg-8	The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.	We request you to consider Board Resolution as proof for authorized signatory.	Agreed. Board Resolution as proof for authorized signatory may be accepted after certification by CA.
81	RFP Procurement Cost/ Tender Fees, Volume 1: Section 2, Clause 9 (ii), Pg-3	Rs. 23,600/- in form of demand draft in favour of "Uttar Pradesh Metro Rail Corporation Limited" payable at Lucknow.	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	As per tender conditions.
82	Return of bid guarantee, Volume 1: Section 2, Clause 3.4, Pg 10	The bid guarantees of unsuccessful bidders shall be released upon receipt of Unconditional Acceptance of "LOA" by the successful bidder.	Unconditional acceptance of "LOA" by the successful bidder is beyond the control of the other bidders. Request the Authority to release the bid guarantees of unsuccessful bidders by a defined (For instance – 240 days from the bid due date)	As per tender conditions.
83	Technical Eligibility Criteria, Volume 1: Section 3, Clause 1.1, Pg 11.	The Applicant must have completed at least Three "Eligible Projects" of advisory/ consultancy projects in the last 05 years (from 2015-16 to 2019-20).	We request you to consider projects done during the last 10 years (from 2010-11 to 2019-20)	Please refer Annexure-20 of Addendum-01
84	Clarification on Definition of "Eligible Projects", Volume 1: Section 3, Clause 1.1, Pg 11.	"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	We understand railways include RRTS, monorail, sub urban railways, freight rail, passenger railways. Please confirm	Confirmed.
85	Clarification on Definition of "Eligible Projects", Volume 1: Section 3, Clause 1.1, Pg 11.	"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	We request you to consider bus transport (including BRTS) under the definition of "Public Transportation Sector"	As per tender conditions.



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86	Clarification on Definition of "Eligible Projects", Volume 1: Section 3, Clause 1.1, Pg-11.	"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	We understand O&M strategy may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management.  Please confirm	O&M strategy shall broadly cover Cost modeling/ Optimisation, Life Cycle costing, Asset management, Productivity/Reliability assessment & improvement, Manpower optimisation etc.
87	Clarification on Definition of "Eligible Projects", Volume 1: Section 3, Clause 1.1, Pg-11	"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	Request the Authority to reduce the project cost threshold to INR 50 lakh (excluding taxes)	As per tender conditions.
88	Proof for credentials, Volume 1: Section 3, Clause 1.1, Pg-11	For the above, documentary proof such as client certificate / BOQ & copy of final bill/ Form 26AS / documents to substantiate above experience, shall be submitted along with the bid.	Request the Authority to consider auditor certificates as proof of fees received, in case of absence of client certificate	Please refer Annexure 4 of Addendum-1.
89	Financial Eligibility Criteria, Volume 1: Section 3, Clause 1.2, Pg-12	The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover.	Given the strategic nature of the assignment, we believe an annual turnover of INR 500 crore from relevant services would enable the firm to bring in the required experience and expertise. Request the Authority to consider the same.	As per tender conditions.
90	Financial Eligibility Criteria, Volume 1: Section 3, Clause 1.2, Pg-12	'Relevant Services' is defined as business, strategy, financial consulting and operational projects excluding IT implementation, audit/ compliance.	We request the Authority to delete this requirement as it will not be possible for us to procure service specific turnover from the Auditor. The Authority might instead consider turnover from consultancy services (Excluding audit, taxation, IT implementation, legal and quality certifications services)	As per tender conditions.
91				
92	Financial Eligibility Criteria, Volume 1: Section 3, Clause 1.2a, Pg-12	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.	We request you to remove this clause. The consortium partners may jointly fulfil the eligibility requirements	As per tender conditions.
93	Net Worth Supporting Documents, Volume 1: Section 3, Clause 1.2a, Pg-12	Notes:- All documentary evidence of experience including client's references and certificates must be enclosed in support of the same. Financial data for latest five years shall also be submitted.	Request you to confirm if audited financial statements would be sufficient. It would not be possible to furnish all client references and documents due to the sheer volume of the same. Additionally, the Authority may also consider auditor certificate.	As per tender conditions.
94	Format for Work Experience, Volume 1: Section 3, Annexure 8, Pg-27		We request you to remove the following: · Was an Indian Government standard form of contract used? · Was an International standard form of contract used?  Given different state governments and departments may have had different versions of contracts across the years, it would be difficult to ascertain the type of contract.	As per tender conditions.
95	Format for Work Experience, Volume 1: Section 3, Annexure 8, Pg-27	Was the date of completion given in the original contract extended?	Please elaborate on the intent of this input.	The clause is very clear. Kindly follow tender conditions.
96	Experience in Technical Proposal, Volume 2: General, Clause 1.1 a), Pg-2	The background and experience of the bidder firm including a list of past and present work of a nature similar to this project in the last five (5) years.	We request you to consider projects done during the last 10 years	Please refer Annexure-20 of Addendum-01
97	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	The following table provides the requirements for key resource personnel who shall be deployed for this project by the selected Applicant and shall be the point of contact for project related activities / tasks for the Client.	We understand the experts would not be required to be deployed at project site for entire duration of the assignment. Please confirm.	Team leader to be deployed at site.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
98	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	All key experts	We understand the number of eligible projects required is over the entire duration of the experts work experience and not in the last 5 years. Please confirm.	Yes, Please also refer Annexure-20 of Addendum-01
99	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	Team leader – · Minimum of 15 years work experience · MBA or other master's degree from a reputed and recognized University or Institution · At least 6 'eligible projects' in infrastructure sector (including metro / rail) on topics such as overall strategy and governance / operations and maintenance strategy / asset management in India or abroad	We understand the topics may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management. Please confirm	Kindly follow tender conditions & O&M strategy shall broadly cover Cost modeling/Optimisation, Life Cycle costing, Asset management, Productivity/Reliability assessment & improvement, Manpower optimisation etc.
100	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	Team leader – · Minimum of 15 years work experience · MBA or other master's degree from a reputed and recognized University or Institution · At least 6 'eligible projects' in infrastructure sector (including metro / rail) on topics such as overall strategy and governance / operations and maintenance strategy / asset management in India or abroad	Request you to reduce the number of eligible assignments required from 6 to 4.	As per tender conditions.
101	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	Metro / rail expert – · MBA or other master's degree from a reputed and recognized University or Institution · MBA or other master's degree from a reputed and recognized University or Institution · At least 4 'eligible projects' in metro /rail sector in India or abroad	We understand the eligible projects may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management. Please confirm	Kindly follow tender conditions & O&M strategy shall broadly cover Cost modeling/Optimisation, Life Cycle costing, Asset management, Productivity/Reliability assessment & improvement, Manpower optimisation etc..
102	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	Metro / rail expert – · MBA or other master's degree from a reputed and recognized University or Institution · MBA or other master's degree from a reputed and recognized University or Institution · At least 4 'eligible projects' in metro /rail sector in India or abroad	Request you to reduce the number of eligible assignments required from 4 to 3.	As per tender conditions.
103	Requirements for key personnel, Volume 2: General, Clause 3.2 C), Pg-4	Mobility / urban transportation expert – · MBA or other master's degree from a reputed and recognized University or Institution · Minimum 10 years of work experience · At least 2 'eligible projects' in urban transportation / mobility strategy / last mile connectivity topics in India or abroad	We understand the eligible projects may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management. Please confirm	No, Kindly follow tender conditions. Refer clause 1.1 of Vol1
104	Performance Security, Volume 2: General, Clause 6.1, Pg-6	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	We request you to reduce the performance security to a total of 3% of the assignment value (i.e 1% as bank guarantee + 2% deductions which may be refunded against matching bank guarantee)	Please refer Annexure 9 & 11 of Addendum-1.
105	Procurement under contracts funded by the Bank, Volume 2: General, Caluse 13, Pg-7	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.	Request clarification on the "Bank" being referred to in this clause	Please refer Annexure- 16 of Addendum-01



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
106	Proof documents for credentials, Volume 2: General, Clause 14, Pg-8	It is the responsibility of the bidder to provide documentary evidence/ completion certificate from the client for each Eligible Project along with Letter of Award/ Contract Agreement failing which the claim of the bidder shall be liable to be rejected. The information shall include all relevant details like consultancy details, share of the bidding firm therein, number of man-months of professional personnel, Key Staff deployed, positions, scope and nature of work etc. In case the completion certificate does not contain the required details substantiating the above information, the additional information (in addition to documentary evidence/completion certificate from the client), shall be certified and substantiated under the signatures of an official of the rank of Full time Director on the Board of Directors or above of the bidder ( and in case of JV/Consortium, such an official from the Lead Partner of the JV/Consortium). This self-certificate shall be certified by the Statutory Auditor/Chartered Accountant of the bidder with the signature and stamp.	The documents issued by the client (LoA/ Agreement/ Completion Certificates) might not be exhaustive in terms of the details required - consultancy details, share of the bidding firm therein, number of man-months of professional personnel, Key Staff deployed, positions, scope and nature of work etc.  Please consider the submission of such details in the "Firm's Experience" sheet undersigned by the Authorized signatory.	Please refer Annexure 4 of Addendum-1.
107	Proof documents for credentials, Volume 2: General, Clause 14, Pg-8	It is the responsibility of the bidder to provide documentary evidence/ completion certificate from the client for each Eligible Project along with Letter of Award/ Contract Agreement failing which the claim of the bidder shall be liable to be rejected. The information shall include all relevant details like consultancy details, share of the bidding firm therein, number of man-months of professional personnel, Key Staff deployed, positions, scope and nature of work etc. In case the completion certificate does not contain the required details substantiating the above information, the additional information (in addition to documentary evidence/completion certificate from the client), shall be certified and substantiated under the signatures of an official of the rank of Full time Director on the Board of Directors or above of the bidder ( and in case of JV/Consortium, such an official from the Lead Partner of the JV/Consortium). This self-certificate shall be certified by the Statutory Auditor/Chartered Accountant of the bidder with the signature and stamp.	In our experience, the Auditor does not certify these information as they are not verifiable from the company's accounts. Hence request you to remove the requirement of certification by Auditor	Please refer Annexure 9 & 11 of Addendum-1.
108	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Sectoral expertise in metro sector  (Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)	Request the Authority to consider ongoing assignments as well.	As per tender conditions.
109	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Sectoral expertise in metro sector  (Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)	Request the Authority to consider assignments from the last 10 years.	Please refer Annexure-20 of Addendum-01
110	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Sectoral expertise in metro sector  (Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)	We understand O&M strategy may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management.  Please confirm	No, Kindly follow tender conditions.Refer clause 1.1 of Vol1

S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
111	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	Request the Authority to consider ongoing assignments as well.	Please refer Annexure-01 of Addendum-01
112	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	Request the Authority to consider assignments from the last 10 years.	Please refer Annexure-20 of Addendum-01
113	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	We understand Transportation sector will include roads, railways, public transport (metro, buses, monorail, sub urban rail, RRTS, SHSR etc.), ports, airports, inland waterways. Please confirm.	Passenger transport sector are defined in clause 1.1 of Vol-1.
114	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	We understand O&M strategy may include marketing strategy, commercial strategy (cost optimization, fare strategy, non fare strategy), network strategy, project structuring, business planning, organizational strategy, ticketing strategy, bid process management.  Please confirm	Kindly follow tender conditions & O&M strategy shall broadly cover Cost modeling/Optimisation, Life Cycle costing, Asset management, Productivity/Reliability assessment & improvement, Manpower optimisation etc..
115	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9	Relevant project experience – Public sector in India (Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises)	Request the Authority to consider ongoing assignments as well. Request the Authority to consider assignments from the last 10 years.	Please refer Annexure-01 & 20 of Addendum-01
116	Evaluation criteria, Volume 2: General, Attachment 1, Pg-9		We understand eligible assignments can be repeated across the A1, A2 and A3. Please confirm.	A1 for Metro, A2 for Metro/Railway/Airport & A3 for Govt/PSU etc.
117	Definition of "Sectoral expertise", Volume 2: General, A1, Pg-11	A1: For "Experience on eligible projects"/ Relevant project experience – Sectorial expertise in metro / railways sector Number of eligible project completed for Indian/Global companies/Organization/Governments in the metro sector shall be awarded the marks as below	Please allow railways, monorail, sub urban railways, RRTS, HSR and SHSR under sectoral expertise	Yes, Metro includes RRTS, Monorail etc while Railways includes RRTS, HSR etc.
118	Definition of "Transportation Sector", Volume 2: General, A2, Pg-11	Number of eligible project completed for Indian/Global companies/Organization/Governments in the metro/railway sector	Request you allow other sectors in the definition of Transportation sector including roads, railways, public transport (metro, buses, monorail, sub urban rail, RRTS, SHSR etc.), ports, airports, inland waterways.	As per tender conditions. Metro includes RRTS, Monorail etc while Railways includes RRTS, HSR etc.
119	Eligible Project with Public Sector, Volume 2: General, A3, Pg-11	Number of eligible project completed with Indian Public Sector companies/PSUs/ /CPSEs/State level public companies shall be awarded the marks as below	Request you to keep this category sector agnostic. For instance, we have extensive experience in sectors like energy, urban infrastructure etc. Please consider all such projects under this category.	As per tender conditions.
120	Clarification on Client certificates for experience on relevant projects, Volume 2: General, Notes on Evaluation methodology, Pg-13	Experience for at least 20/15/12/10 years in relevant field for respective position will earn full marks for different experts	None of the positions require an experience of 20 years. Please clarify.	Please refer Annexure-02 of Addendum-01
121	Clarification on Client certificates for experience on relevant projects, Volume 2: General, Notes on Evaluation methodology, Pg-13	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.	We understand projects done in India do not require notarization/ apostillization. Please confirm.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
122	Clarification on Client certificates for experience on relevant projects, Volume 2: General, Notes on Evaluation methodology Pg-13	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.	For international assignments, it will be difficult to get original copies of apostilled documents in a short time frame. Request the Authority to remove this clause. The selected bidder may furnish these documents at a later date.	Please refer Annexure 4 of Addendum-1.
123	O&M for Lucknow Metro, Volume 2: Institutional arrangement, 7.9, Pg-16	The Consultant/Business Advisor will define a phase O&M Outsourcing Strategy for Lucknow Metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra Metro.	We understand the Client will share the required details of Lucknow metro, including future plans.	Please refer Annexure-10 of Addendum-01
124	Bid Process, Volume 2: Institutional arrangement, 7.11, Pg-16	The Consultant/Business Advisor will provide inputs and assistance in bid process and selection for preferred bidder for O&M Outsourcing. Also, provide inputs and assistance in creation of bid document for O&M Outsourcing which includes preparing the final request for proposal and the draft concession agreement for this purpose the consultant shall work closely with the UPMRC authority.	We understand that the final RFPs and legal vetting will be undertaken by the authority (UPMRC). Please confirm.	Bid query reply, drafting & inputs are to be given by Consultant that will be reviewed by UPMRCL's legal team also during bidding process.
125	O&M Strategy and Outsourcing Model, Appendix II: Terms of Reference, 1.1.2b, Pg-31	Assessing the financial viability of the various O&M bundling options and commercial models to see which option is the most ideal for UPMRC	Please let us know the kind of inputs already available with the Client which can be used for assessing financial viability of operations	Part of TOR class 1.1 VOI2
126	O&M Strategy and Outsourcing Model, Appendix II: Terms of Reference, 1.1.2, Pg-31	Defining a phased O&M outsourcing strategy for Lucknow metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra metros.	Please elaborate on the current O&M model and future plans for Lucknow Metro. Is the consultant required to develop a strategy for Kanpur and Agra metro in line with Lucknow metro? or basis the strategy proposed for Kanpur and Agra metros, the Lucknow O&M strategy will have to be reevaluated?	Please refer Annexure-10 of Addendum-01
127	Cost assessment, Appendix II: Terms of Reference, 1.1.3, Pg-31		Please clarify whether the traffic and fare estimates will be as per the DPR or whether the consultant is required to re-estimate the same. If so, we understand primary surveys are not anticipated. Please confirm	As per tender conditions.
128	O&M Strategy and Outsourcing Model, Appendix II: Terms of Reference, 1.1.6, Pg-32	Consultation with probable bidder for developing the detailed TOR for the O&M outsourcing for Rolling Stock & Signaling with train Operation RFP for Lucknow, Kanpur & Agra metros	Will Lucknow metro be under the scope as well? Please clarify. If so, please provide details about the current O&M strategy of Lucknow metro.	Please refer Annexure-10 of Addendum-01
129	Bid documentation, Appendix II: Terms of Reference, 1.1.7, Pg-32	The consultant's support on this part of the services is in the nature of intermittent services and hence will be taken up at the discretion of the authority for which they may provide an appropriate extension.	Please clarify whether the consultant is required to prepare the bid documents or not.	Bid queries to be replied & revised RFP/Addendum to be issued.
130	Last mile strategy, Appendix II: Terms of Reference, 1.2.2, Pg-33	Carrying out a detail micro-market assessment around the Kanpur and Agra metro stations and identifying the factors impacting preferred last mile mode choice of riders such as distance from station, vehicle ownership etc.	Please clarify whether the consultant is required to conduct primary surveys as a part of the micro market assessment. If so, please indicate the approximate sample size.	Yes, Kindly also refer Clause 1.2, Term of Reference, Appendix-II, Vol-2. O-D surveys are obviously expected.
131	Last mile strategy, Appendix II: Terms of Reference, 1.2.2, Pg-33	In addition, providing a roadmap for potential digital/ technology interventions which can enhance last mile connectivity and e.g. journey planning apps, integrated ticketing etc.	Please clarify in how much detail is the consultant required to prepare the digital/ technology roadmap.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
132	Last mile strategy, Appendix II: Terms of Reference, 1.2.3 b), Pg-33	Working with UPMRC design consultant to provide necessary inputs for the design of enabling last mile infrastructure.	We understand the consultant is not required to provide any design or cost inputs. Please clarify.	Kindly refer Clause 1.2, Term of Reference, Appendix-II, Vol-2. Integration with existing design station commercial/retail layout/product mix etc for all stations which is developed by existing DDC is required.
133	Last mile strategy, Appendix II: Terms of Reference, 1.3, pg-33	Preparation of tender packages and tender documents for O&M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project:	The previous section on last mile connectivity does not include a strategy on station retail. Please clarify whether the client already has a study on the same or is the consultant required to prepare a strategy for station retail.	Please refer Annexure- 7 of Addendum-01
134	Last mile strategy, Appendix II: Terms of Reference, 1.3, pg-33	Preparation of tender packages and tender documents for O&M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project:	It is difficult to quantify the number of tender documents required for various proposals on last mile connectivity and station retail. Request the Authority to provide a cap for the same.	RfP preparation, Bid assistance etc is for O&M Outsourcing as per clause 1.1 of Term of Reference Vol-. Last mile & multimodel Integration with stations at Kanpur/Agra is required to be done by consultant as per clause 1.2 of Term of Reference Vol-2.
135	Query on ToR, Appendix II: Terms of Reference, 1.1.7 and 1.3, 1.4, 1.5, 1.6, pg-32,33,34		Please clarify the difference between scopes in Clause 1.1.7 and 1.3, 1.4, 1.5, 1.6	Cl 1.3 is extension & clarification of 1.1.7
136	Deliverable schedule, Appendix II: Terms of Reference, 1.7.1, pg-34	<ul style="list-style-type: none"> <li>• Inception Report – T+2</li> <li>• Baselining of current operations and metro benchmarking – T+4</li> <li>• Design of the O&amp;M outsourcing model – T+12</li> <li>• Assessment of costs and development of cost model – T+12</li> <li>• Governance model design and risk management – T+16</li> <li>• Final RfP document and draft concession agreement – T+20</li> <li>• Bid management – T+30</li> <li>• Design of the last mile strategy design &amp; Benchmarking &amp; best practices – T+24</li> </ul>	<p>Basis our experience, the duration of 6 months might be short for the assignment. Request the Authority to consider the below timelines:</p> <ul style="list-style-type: none"> <li>• Inception Report – T+2</li> <li>• Baselining of current operations and metro benchmarking – T+6</li> <li>• Design of the O&amp;M outsourcing model – T+12</li> <li>• Assessment of costs and development of cost model – T+16</li> <li>• Governance model design and risk management – T+20</li> <li>• Final RfP document and draft concession agreement – T+26</li> <li>• Bid management – T+40</li> <li>• Design of the last mile strategy design &amp; Benchmarking &amp; best practices – T+24</li> </ul>	As per tender conditions.
137	Form for project experience, Volume 2: Appendix III 2b, pg-39	Relevant Services carried out in the last seven years	Please consider projects from last 10 years	Please refer Annexure-20 of Addendum-01
138	Form for project experience, Volume 2: Appendix III 2b, pg-39	No. of staff as- Consultant - Advisor - Operator Maximum: Average :	Request the client to modify this to "number of key personnel" for ease of submission.	As per tender conditions.
139	Form for project experience, Volume 2: Appendix III 2b, pg-39	Total length of the Project (in Kms) : Elevated (in Kms): Underground (in Kms): At grade (in Kms):	This will not be relevant for non-metro or non-rail assignments. Request the Authority to remove the same.	Kindly fill the relevent information, wherever required.
140	Form for project experience, Volume 2: Appendix III 2b, pg-39	Length of the Project line in operation for More than ONE year	Please clarify what is to be included here.	Kindly fill the relevent information, wherever required.





S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
141	Form for project experience, Volume 2: Appendix III 2b, pg-40	Note: Information to be given only regarding Eligible 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 the cost given in Eligibility Criteria (Clause 1.1) . 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.	Generally the details of split of scope between consortium partners is not included in client certificates. Request the client to relax this requirement. We can support the share of consortium partner through internal agreements.	Please refer Annexure 4 of Addendum-1.
142	Form for project experience, Volume 2: Appendix III 2b, pg-40	Indicate also who prepared the Detailed Project Report.	Request removal of this requirement.	Kindly fill the relevent information, wherever required.
143	Case studies, Appendix III- 3b, pg-42	(Network diagram of Activity and Detailed Presentation also to be submitted)	Please clarify whether we are required to furnish case studies in word as well as presentation formats. Please elaborate the meaning of network diagram of activity	Yes, Kindly follow tender conditions.
144	Approach and methodology, Appendix III-4, pg-42-43	(Network diagram of Activity and Detailed Presentation also to be submitted)	Please clarify whether we are required to furnish approach paper in word as well as presentation formats. Please elaborate the meaning of network diagram of activity	Yes, Kindly follow tender conditions.
145	Curriculum Vitae, Appendix III-6b, Pg-46	Years with Firm: _____	We understand sub contracting is allowed. In case of sub-contracting, the value under "Years with Firm" will be mentioned at "Not Applicable". Please confirm.	It means nos of years a Key personal is employed with Applicant.
146	Curriculum Vitae, Appendix III-6b, Pg-47	ii) Certificate for availability by the key professional	Please provide the verbiage for this certification.	Fallow standard format used in consultancy works.
147	Curriculum Vitae, Appendix III-6b, Pg-47	v) Detailed Presentation also to be submitted. Presentation shall include the expected delivery by the concern expert & the related work plan as understood by him.	Please elaborate what is to be included in this presentation.	As per tender conditions.
148	Limitation of Liability damage to property, Vol 2 SCC, Appendix XVI, SL No 7, Pg-81	Liability is unlimited as it is capped for property only	The Authority is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:  Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	As per tender conditions.
149	Limitation of Liability damage to property, Vol 2 SCC, Appendix XVI, SL No 7, Pg-81	Liability is limited to 1X or insurance proceeds, whichever is higher	The authority is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.  The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	As per tender conditions.
150	Limitation of Liability damage to property, Vol 2 SCC, Appendix XVI, SL No 7, Pg-81	"There are following exceptions to the limitation of liability - *gross negligence or willful misconduct or third-party damages on the part of the Consultant/Business Advisors	The Authority is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
151	Confidentiality Obligations, Vol 2 Section TOR /Vol 2 GCC, CI 1.8.1/CI 3.3	Exceptions to confidential information are not provided	"Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act. "	As per tender conditions.
152	Confidentiality Obligations, Vol 2 Section TOR, CI 1.8.1, Pg 36	Parties to whom information can be disclosed is not documented	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:  Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	As per tender conditions.
153	Confidentiality Obligations, Vol 2 Section TOR, CI 1.8.1, Pg 36	Duty of care is very high - i.e. we need to maintain confidentiality using highest/strictest/best efforts standards	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	As per tender conditions.
154	Confidentiality Obligations, Vol 2 Section TOR, CI 1.8.1, Pg 36	Obligations to survive for more than a year post expiry or termination of contract	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per tender conditions.
155	Confidentiality Obligations, Vol 2 Section TOR, CI 1.8.1, Pg 36	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per tender conditions.
156	Indemnity, Vol 2 Section TOR, CI 1.8.1, Pg-36	Indemnities for IPR infringement claims without exceptions	"We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.  1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	As per tender conditions.
157	Indemnity, Vol 2 Section GCC, 5.2, Pg-63	Access to site	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
158	Indemnity, Vol 2 Section GCC, 5.2, Pg-63	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	As per tender conditions.
159	Indemnity, Vol 2 Section GCC, 5.2, Pg-63	No process for indemnity	"The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages)."	As per tender conditions.
160	Termination, Vol 2 GCC, 2.8g, Pg 56	if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Unreasonable ground for termination	We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	As per tender conditions.
161	Conflict of Interest, Vol 1 Section 3 Cl 2 /Vol 1 Section 3 Annexure 12 /Vol 2 GCC Cl 3.2	Several conflict of interest related obligations on us	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As per tender conditions.
162	Related Party Transaction, Vol 1 Section 3 Cl 2 .c. /Vol 2 GCC Cl 3.2,	Several conflict of interest related obligations on us	"We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations."	As per tender conditions.
163	Time is of essence, Vol 2 Section TOR, Cl 1.7.1, Pg-34	Time is of essence	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
164	IPR, Vol 2 GCC, CI 3.9, Pg 60	No protection to our pre-existing IPRs	<p>"There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	As per tender conditions.
165	Insurance, Vol 2 GCC CI 3.5 /Vol 2 SCC CI 3.5,	Wide insurance procurement obligations	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	As per tender conditions.
166	Arbitration, Vol 2 GCC, CI 8.3.2, Pg-66	<p>"MD/UPMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator."</p> <p>Non-independent arbitrator as they have to be selected from a proposed panel</p>	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	As per tender conditions.
167	Audit, Vol 2 Section Institutional Arrangement CI 4 /Vol 2 GCC CI 3.6	Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	As per tender conditions.
168	Survival obligations, Vol 2 GCC, 2.8.3, Pg 57	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per tender conditions.
169	No clause in RFP. Please include Post pre-bid.	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	As per tender conditions.
170	Acceptance, Vol 2 Section TOR , CI 1.1.6, Pg 32	No acceptance criteria. Request addition	<p>"If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	As per tender conditions.
171	Pre-qualification requirement regarding blacklisting / debarment, Vol 1 Sec 3 Point 1 /Vol 1 Sec 3 /Vol 2 Section General CI 15	We are not eligible to bid in case we have been blacklisted / debarred in the past	The Client is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
171	Litigation declaration, Vol 1 Sec 3, Annexure 10, Pg-30		We wish to clarify that it is not unusual for a firm of PwCPL's size to have certain litigations however, to the best of its knowledge, information and assessment, PwCPL believes that as on date there is no pending litigation against PwCPL which would impact its ability to provide the work under the proposed tender. Hence, requirement of this undertaking may be kindly foregone.	As per tender conditions.
173	Performance undertaking, Vol 1 Sec 3, Annexure 6 Cl 2&3, Pg-25	"The undersigned also hereby certifies that neither our firm M/s _____ nor any of its directors/ constituent partners have abandoned any work of UPMRC nor any contract awarded to us for such works has been rescinded, during last five years prior to the date of this application.."	We request the client to modify the undertaking to the effect that any such rescindment should have been approved/upheld by any court decree or arbitral award against PwCPL to such effect. Further for performance, we confirm there is no instance of any contract having been rescinded account of any determined non-performance of contract. Our undertaking shall be subject to such confirmation. Further, we request the declaration may be modified to the effect that, neither of our directors/ constituent partners have been declared as proclaimed offender by court of final and competent jurisdiction in their official capacity as employee of PwC for services under the agreement. Please confirm.	As per tender conditions.
174	Volume 1: Clause 9 Pg-8	Last date of issuing reply to Pre-bid Queries & issue of Addendum (if any) 27.11.2020	Given the size and complexity of the captioned assignment, we request that the bid submission deadline is extended to a date that is at least four weeks after the issuance of clarifications/responses to the bidders queries.	Please refer Annexure-12 of Addendum-01
175	Volume 1: Clause 1.1, Pg-20	The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last 05 years (from 2015-16 to 2019-20).	In number of cases, the consulting project goes beyond defining O&M strategy and includes multiple other dimensions as well. In this regard, request UPMRC to consider that projects where the O&M strategy for passenger transport sector has been completed would be accepted as completed projects under the criteria mentioned alongside.	Kindly follow tender conditions & addendum.
176	Volume 1: Clause 1.2, Pg-21	Average Annual Turnover: - The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover. 'Relevant Services' is defined as business, strategy, financial consulting and operational projects excluding IT implementation, audit/compliance.	Given the multitude of engagements delivered by large consulting firms, it is a time-consuming exercise to segregate revenues based on the exact definition of relevant services given alongside for the recent years within the timelines proposed for submission. Accordingly, we request UPMRC to accept auditor certificates used earlier e.g. for three years 2016-17, 2017-18 and 2018-19 having similar criteria as "Turnover from Advisory Services [excluding IT Implementation, Audit (namely Internal Audit, IS Audit, IT Audit) and Taxation Services]:"	As per tender conditions.
177	Volume 1: Annexure -8, Pg-36	Format for Work Experience – proforma	The information requested in the pro-forma typically pertain to construction / works tenders and not consultancy projects. Accordingly, we would request UPMRC to accept project citations in a standard format such as World Bank format, instead of the template given in Annexure-8.	As per tender conditions.
178	Volume 1: Annexure-11, Pg-40	Financial Data – proforma	The information requested in the pro-forma such as working capital, average annual cash accrual etc. are typically required for construction / works tenders and not consultancy tenders. Accordingly, we would request UPMRC to accept Annexure-11 without working capital, average annual cash accrual given that the computation of these may be more complex than a simplistic formula on the balance sheet.	As per tender conditions.
179	Volume 1: Annexure-11, Pg-40	Financial statements must be complete, including all notes to the financial statements.	For partnership firms, such information is highly confidential and hence there are challenges in sharing such information. Typically, in public sector consulting tenders, bidders are required to submit only balance sheet, profit and loss account only. Accordingly in line with other RFPs, we request UPMRC to delete the requirement of submitting notes to the financial statements.	As per tender conditions.
180	Volume 2: Summary Evaluation Sheet, Pg-15	Relevant project experience – Sectoral expertise in metro sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)	Currently, the definition of eligible projects has not been provided – we request you to provide the same. Given that the requirements under technical evaluation are different from Eligibility criteria our understanding is that definition of eligible projects for technical evaluation would be different.	Eligible projects are very clearly defined in clause 1.1 of Vol-1 & Annexure-1 of Addendum-01




S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply																								
181	Volume 2: Notes on Evaluation Methodology, Pg-11	Number of eligible project completed with Indian Public Sector companies /PSUs/ CPSEs/State level public companies shall be awarded the marks as below	We request UPMRC to note that in number of cases, projects are awarded directly by Central and State Government agencies. Accordingly, we request UPMRC to kindly consider engagements undertaken for Central and State Government departments and agencies and update the definition:  Project completed with Indian Public Sector companies /PSUs/ CPSEs/State level public companies/Central and State Government departments and agencies	Please refer Annexure-14 of Addendum-01																								
182	Volume 2: Attachment 1 – Evaluation Criteria: Technical Capacity, Pg-9	<table border="1"> <tr> <td>A</td> <td>Technical Capacity</td> <td>Number of "eligible projects" completed for Indian or global organizations / governments in the metro / railways sector</td> </tr> <tr> <td>A1</td> <td>Relevant project experience – Sectoral (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the metro sector)</td> <td> <input type="checkbox"/> 2 - (60% marks)  <input type="checkbox"/> 3 - (80% marks)  <input type="checkbox"/> 4 - (100% marks)            Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing         </td> </tr> <tr> <td>A2</td> <td>Relevant project experience – Transportation Sector (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the transportation sector (other than Metro))</td> <td> <input type="checkbox"/> 3 - (60% marks)  <input type="checkbox"/> 7 - (80% marks)  <input type="checkbox"/> 10 - (100% marks)            Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing         </td> </tr> <tr> <td>A3</td> <td>Relevant project experience – Public sector in India (Number of "eligible projects" completed with Indian public sector / PSU/ CPSEs/ State level public enterprises)</td> <td> <input type="checkbox"/> 3 - (60% marks)  <input type="checkbox"/> 7 - (80% marks)  <input type="checkbox"/> 10 - (100% marks)         </td> </tr> </table>	A	Technical Capacity	Number of "eligible projects" completed for Indian or global organizations / governments in the metro / railways sector	A1	Relevant project experience – Sectoral (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the metro sector)	<input type="checkbox"/> 2 - (60% marks) <input type="checkbox"/> 3 - (80% marks) <input type="checkbox"/> 4 - (100% marks) Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	A2	Relevant project experience – Transportation Sector (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the transportation sector (other than Metro))	<input type="checkbox"/> 3 - (60% marks) <input type="checkbox"/> 7 - (80% marks) <input type="checkbox"/> 10 - (100% marks) Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	A3	Relevant project experience – Public sector in India (Number of "eligible projects" completed with Indian public sector / PSU/ CPSEs/ State level public enterprises)	<input type="checkbox"/> 3 - (60% marks) <input type="checkbox"/> 7 - (80% marks) <input type="checkbox"/> 10 - (100% marks)	<p>While we wait for more clarification on the definition of eligible projects, the number of projects requirement for Metro projects and transportation projects are on the higher side. While UPMRC has allowed for international credentials to be allowed as well, however, the projects required are very high. We accordingly, request UPMRC to modify the same as follows:</p> <table border="1"> <tr> <td>A</td> <td>Technical Capacity</td> <td>Number of "eligible projects" completed for Indian or global organizations / governments in the metro / railways sector</td> </tr> <tr> <td>A1</td> <td>Relevant project experience – Sectoral (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the metro sector)</td> <td> <input type="checkbox"/> 2 - (60% marks)  <input type="checkbox"/> 3 - (80% marks)  <input type="checkbox"/> 4 - (100% marks)            Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing         </td> </tr> <tr> <td>A2</td> <td>Relevant project experience – Transportation Sector (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the transportation sector (other than Metro))</td> <td> <input type="checkbox"/> 2 - (60% marks)  <input type="checkbox"/> 3 - (80% marks)  <input type="checkbox"/> 4 - (100% marks)            Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing         </td> </tr> <tr> <td>A3</td> <td>Relevant project experience – Public sector in India (Number of "eligible projects" completed with Indian public sector / PSU/ CPSEs/ State level public enterprises)</td> <td> <input type="checkbox"/> 2 - (60% marks)  <input type="checkbox"/> 3 - (80% marks)  <input type="checkbox"/> 4 - (100% marks)         </td> </tr> </table>	A	Technical Capacity	Number of "eligible projects" completed for Indian or global organizations / governments in the metro / railways sector	A1	Relevant project experience – Sectoral (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the metro sector)	<input type="checkbox"/> 2 - (60% marks) <input type="checkbox"/> 3 - (80% marks) <input type="checkbox"/> 4 - (100% marks) Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	A2	Relevant project experience – Transportation Sector (Number of "eligible projects" completed for Indian or global companies / organizations / governments in the transportation sector (other than Metro))	<input type="checkbox"/> 2 - (60% marks) <input type="checkbox"/> 3 - (80% marks) <input type="checkbox"/> 4 - (100% marks) Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	A3	Relevant project experience – Public sector in India (Number of "eligible projects" completed with Indian public sector / PSU/ CPSEs/ State level public enterprises)	<input type="checkbox"/> 2 - (60% marks) <input type="checkbox"/> 3 - (80% marks) <input type="checkbox"/> 4 - (100% marks)	As per tender conditions.
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183	Volume 2: Note to Bidders, Pg-19	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.'	Our understanding is that typically such requirements are for large construction / infrastructure development projects wherein the Authority looks to seek confirmation on large scale projects. It may be noted that in consulting tenders, never such requirements of notary and/or apostille are required. Additionally, in the current pandemic period, with mobility being restricted, such a requirement is highly cumbersome. Given the overall bid submission timelines and nature of tender, we request UPMRC to relax this requirement.	As per tender conditions.																								
184	Volume 2: Clause 7.5, Pg-24	The Consultant/Business Advisor will co-ordinate, review/monitor the efforts of all bidders participated in bid of O&M Outsourcing, Last Mile Connectivity& Station Retail Design services.	The mentioned scope of work is vague and unclear. Our understanding is that the consultant needs to support UPMRC on the O&M strategy and procurement. In this regard, we request UPMRC to confirm that the task pertains to support only in the procurement process including assistance in evaluation of the bids / experience of the prospective bidders and the scope doesn't include any assessment / monitoring of their efforts etc.	Kindly refer Clause 1.2, Term of Reference, Appendix-II, Vol-2																								
185		The Consultant/Business Advisor will categorize risk identified for the building and commercial models duly recommending mitigation measures.	The scope of work mentioned is unclear, Request UPMRC to clarify the exact tasks expected under this scope of work.	Kindly refer Clause 1.2, Term of Reference, Appendix-II, Vol-2																								

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S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
186		The Consultant/Business Advisor will carry out a detailed micro market assessment around the Kanpur and Agra Metro Stations and identify the factors impacting preferred last mile modes choice of riders such as distance from stations, vehicle ownership.  b) Identifying the key rider or origin-destination hotspots around the metro line alignments using current traffic studies	Our understanding is that the consultant would use the existing traffic study. We request UPMRC to confirm whether O-D surveys are expected to be undertaken by the consultants as part of the tasks mentioned alongside.	Kindly refer Clause 1.2, Term of Reference, Appendix-II, Vol-2. O-D surveys are obviously expected.
187		The Consultant/Business Advisor will conduct passenger flow analysis considering store penetration to identify station design principles for ideal station layout and space utilizations for stations.	Request UPMRC to clarify whether the consultant only expected to define the design principles or is the consultant also required to design station commercial/retail layout/product mix etc for all stations for Kanpur and Agra metro.	Kindly refer Clause 1.2, Term of Reference, Appendix-II, Vol-2. Integration with existing design station commercial/retail layout/product mix etc for all stations which is developed by existing DDC is required.
188	Volume 2: Clause 1.1.2, Pg-31	Designing of the right O&M outsourcing model for Rolling Stock & Signaling with train Operation & Last Mile Connectivity	Request UPMRC to confirm that outsourcing model would be restricted to the areas mentioned such as rolling stock, signalling, train operations and last mile connectivity; and other areas such as infra maintenance, station maintenance etc. would be kept out of the outsourcing concession.	Infra maintenance, station maintenance etc. are out of the outsourcing concession.
189	Volume 2: Clause 1.1.2, Pg-31	Defining a phased O&M outsourcing strategy for Lucknow metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra metros.	Given that the project pertains to Kanpur and Agra Metros, we would request UPMRC to clarify the requirement for outsourcing strategy for Lucknow metro.	Please refer Annexure-10 of Addendum-01
190	Volume 2: Clause 1.1.6, Pg-32	a) Developing the detailed TOR including scope of work, deliverables & timelines for the O&M outsourcing RfP for Lucknow, Kanpur & Agra metros	Our understanding is that the project is applicable only to Kanpur and Agra metros. Request UPMRC to clarify whether the RFP and tender process would be applicable to Lucknow metro project as well?	Please refer Annexure-8 of Addendum-01
191	Volume 2: Clause 1.1.7, Pg-32	Providing UPMRC inputs / assistance in creation of the bid document for O&M contracting which includes preparing the final Request for Proposal (RFP) and the draft Concession Agreement. For this purpose, the Consultant shall work closely with the Authority and its legal advisers and technical consultants.	Our understanding is that UPMRC's legal advisers would draft the RFP and concession agreement, and the consultant will only be required to provide inputs on operational and commercial aspects. Please confirm	Bid query reply, drafting & inputs are to be given by Consultant that will be reviewed by UPMRCL's legal team also during bidding process.
192	Volume 2: Clause 1.1.7, Pg-32	Providing UPMRC inputs / assistance in creation of the bid document for O&M contracting which includes preparing the final Request for Proposal (RFP) and the draft Concession Agreement. For this purpose, the Consultant shall work closely with the Authority and its legal advisers and technical consultants.	Request UPMRC to clarify the nature of work which is being undertaken by technical consultant, and how the inputs of the technical consultant would need to be integrated with that of the appointed consultants / transaction advisor.	Bid query reply, drafting & inputs are to be given by Consultant that will be reviewed by UPMRCL's legal team also during bidding process.
193	Volume 2: Clause 1.2.2, Pg-33	e) In addition, providing a roadmap for potential digital / technology interventions which can enhance last mile connectivity and ridership e.g. journey planning apps, integrated ticketing etc.	Given the objectives of the engagement, i.e. to create an outsourcing model for metro operations, this exercise of defining a digital journey may be ideally be removed from the current scope. It would be more appropriate to have a separate exercise for the digital interventions given the objectives of the current engagement. It may be noted that a digital/tech related assessment, in itself is a complex and large exercise and would need dedicated team of experts. Accordingly, we suggest removal of this aspect from scope of work.	As per tender conditions.
194	Volume 2: Clause 1.2.3, Pg-33	a) Identifying key metro stations in Agra and Kanpur where enabling infrastructure for last mile connectivity needs to be deployed. For e.g. infrastructure such as parking lots, walkways, dropoff lay-bys for autos, taxis, cars etc.	Given the objectives of the engagement, we request UPMRC to clarify whether the consultant is required to provide inputs on only the nature of connectivity infrastructure required? Or whether consultant would be required to assess the quantum/create a master plan etc. for the same. It may be noted that currently the team of experts doesn't have an architect/planner in the team and hence the consulting team will have limited ability to define the sizing of infrastructure required.	Kindly refer Clause 1.2.3, Term of Reference, Appendix-II, Vol-2. Integration with existing design station retail layout etc for all stations which is developed by existing DDC is required.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply						
195	Volume 2: Clause 1.3, Pg- 33	1.3 Preparation of tender packages and tender documents for O&M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project:	Currently the Terms of Reference don't detail out the scope of work for "Station Retail Design" aspect. We request UPMRC to clarify the expectations and detailed scope of work for this aspect similar to O&M strategy and outsourcing and Last mile connectivity.	Please refer Annexure- 7 of Addendum-01						
196	Volume 2: Clause 1.3, Pg- 33	1.3 Preparation of tender packages and tender documents for O&M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project:	Based on reading of scope, our understanding is that the consultant is only required to support in preparation of RFP/tender for O&M Outsourcing. For Last mile connectivity and Station Retail design, our understanding is that consultant is only required to support for preparation of strategy/assessing best practices and consultant would not be required to do any tendering for such aspects. Please confirm.	RFP preparation, Bid assistance etc is for O&M Outsourcing as per clause 1.1 of Term of Reference Vol-1. Last mile & multimodal Integration with stations at Kanpur/Agra is required to be done by consultant as per clause 1.2 of Term of Reference Vol-2.						
197	Volume 2: Clause 1.7.1 Time of Completion and Payment, Pg- 46	<p>Inception report 5%</p> <p>Base-lining of current operations and metro benchmarking 10%</p> <p>Design of the O&amp;M outsourcing model 10%</p> <p>Governance model design and risk management 10%</p> <p>Final RfP document and draft concession agreement 45%</p> <p>Bid management 10%</p> <p>Design of the last mile strategy design&amp; Benchmarking &amp; best practices 10%</p>	<p>The payment milestones proposed alongside are significantly backloaded, vis-à-vis the efforts required. We would request UPMRC to consider the following payment milestones where the payments would be more commensurate to the efforts required:</p> <p><i>Inception report 5%</i></p> <p><i>Base-lining of current operations and metro benchmarking 15%</i></p> <p><i>Design of the O&amp;M outsourcing model 20%</i></p> <p><i>Governance model design and risk management 20%</i></p> <p><i>Final RfP document and draft concession agreement 20%</i></p> <p><i>Upon receipt of bids 5%</i></p> <p><i>Upon issuance of letter of award to the O&amp;M contractor 5%</i></p> <p><i>Design of the last mile connectivity strategy &amp; best practices 5%</i></p> <p><i>Station retail design best practices 5%</i></p> <p>Note: Additionally, it may be noted that two metro systems viz. Kanpur and Agra metro are under the project, the overall fee should be split and paid against the progress for each metro system. For example, on completion of design of the O&amp;M outsourcing model for Kanpur metro, 50% should be paid and upon completion of Agra metro balance 50% is paid. This will ensure that in case any metro progresses, consultants are paid for the same</p>	As per tender conditions.						
198	Volume 2: Clause Appendix III-2b, Pg- 53	FIRM'S EXPERIENCE (Eligible Project wise) – pro forma 8. Total length of the Project (in Kms): Elevated (in Kms): Underground (in Kms): At grade (in Kms):	The facts provided alongside would only be relevant for metro projects. Furthermore, "At grade" etc. these are relevant for technical consultants, not for strategy consultants / transaction advisors. Accordingly, we request UPMRC to relax the requirement to present this information.	As per tender conditions.						
199	Volume 2: Clause Appendix III-3a, Pg- 55	<p>SUMMARY OF PAST CASE STUDIES FOR ELIGIBLE PROJECTS COMPLETED TO BE SUBMITTED FOR REVIEWING- UNDERSTANDING OF THE PROJECT, QUALITY OF APPROACH, WORK PLAN AND RECOMMENDATIONS</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Technical Capability - Relevant project experience in following sector involving topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing</th> <th>Name of case study for 'eligible projects' completed</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Metro sector - Number of 'eligible projects' completed for Indian or global companies / organizations / governments</td> <td>1. 2. 3. 4.</td> </tr> </tbody> </table>	SN	Technical Capability - Relevant project experience in following sector involving topics of Operations and maintenance (O&M) strategy or O&M outsourcing	Name of case study for 'eligible projects' completed	1	Metro sector - Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.	We understand that total 2 case studies need to be provided, however, the template alongside has room for 12. Request UPMRC to clarify their expectation.	2 case study required as per B1, Attachment-1 Vol-2 
SN	Technical Capability - Relevant project experience in following sector involving topics of Operations and maintenance (O&M) strategy or O&M outsourcing	Name of case study for 'eligible projects' completed								
1	Metro sector - Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.								
200	Volume 2: Clause Appendix III-6b, Pg- 60	Detailed Presentation also to be submitted. Presentation shall include the expected delivery by the concern expert & the related work plan as understood by him.	Request UPMRC to remove this requirement of submitting a presentation for each expert, since such details are not commonly submitted for consultancy tenders.  Alternatively, request UPMRC to clarify the contents of the presentation.	As per tender conditions.						
201	Volume 2: Appendix XVI 3.4, Pg-98	(i) for any indirect or consequential loss or damage	Request UPMRC to delete damages for indirect / consequential losses since it is not possible to attribute indirect losses to any party and may be onerous for the consultants.	As per tender conditions.						



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply						
202	Volume 1: Clause 1.1, Pg-20	The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last 05 years (from 2015-16 to 2019-20).	Request UPMRC to extend period to 07 years (from 2013-14 to 2019-20).	Please refer Annexure-20 of Addendum-01						
203	Volume 2: Clause 3.2, Pg-10	Rolling Stock Expert MBA or other master's degree from a reputed and recognized University or Institution	It may be noted that technical experts such as Rolling stock expert typically don't go for MBA courses. Accordingly, we request UPMRC to remove the requirement of MBA / master's degree since many senior experts in this domain with relevant experience have only engineering degrees.	Please refer Annexure 6 of Addendum-1.						
204	Volume 2: Clause 3.2, Pg-10	Metro / rail expert MBA or other master's degree from a reputed and recognized University or Institution	Similarly, metro and rail experts are typically technical experts and may not necessarily pursue MBA and/or Master's degree. Accordingly, we request UPMRC to remove the requirement of MBA / master's degree.	Please refer Annexure 6 of Addendum-1.						
205	Volume 2: Clause 3.2, Pg-10	MBA or other master's degree from a reputed and recognized University or Institution	We request UPMRC to consider professionals from the "Indian Railway Services" pedagogy as equivalent to master's degree for both eligibility and evaluation.	As per Tender conditions. Also refer Annexure 6 of Addendum-1.						
206	Volume 2: Notes on Evaluation Methodology, Pg-19	<p>ii) Educational Qualifications (Weightage: 20%)</p> <p>For engineering posts, the following criteria will be used for awarding rating marks:</p> <table border="1"> <tr> <td>MBA Post-Graduation degree in respective field</td> <td>100%</td> </tr> <tr> <td>Engineering/Any Graduates in respective field</td> <td>75%</td> </tr> <tr> <td>Diploma of three-year duration in respective field</td> <td>50%</td> </tr> </table>	MBA Post-Graduation degree in respective field	100%	Engineering/Any Graduates in respective field	75%	Diploma of three-year duration in respective field	50%	For the rolling stock expert, metro/ rail expert and Mobility / urban transportation expert which are engineering posts, we request UPMRC to provide 100% marks under education for professionals having an engineering degree.	Please refer Annexure 6 of Addendum-1.
MBA Post-Graduation degree in respective field	100%									
Engineering/Any Graduates in respective field	75%									
Diploma of three-year duration in respective field	50%									
207	Volume 1: Clause 3.2, Pg-16	The bid security / EMD shall be in the form of bank guarantee from an Indian Scheduled Commercial Bank for INR 5.00 (Five) lakhs	Given the nature of services, and our experience of similar tenders by public sector agencies we request that the EMD be reduced to Rs. Two Lakhs (Rs. 2,00,000)	As per tender conditions.						
208	Volume I – Clause 1.2, Pg- 22	Consultant may be considered to have a conflict of interest with one or more parties in this bidding process, if:  c) Relationship with Government Ministry / Department's staff: Consultants (including their experts & other personnel and sub-consultants) that have a business or family relationship with professional staff of employer or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.	Request UPMRC that this clause be made applicable to the team members being proposed as part of the project. Given the size and scale of operations of large consulting firms, it may be difficult to confirm / adhere to the clause unless it is applicable only to the engagement team.	As per tender conditions.						
209	Volume I - Clause 1.2, Pg- 22	c) Relationship with Government Ministry / Department's staff: Consultants (including their experts & other personnel and sub-consultants) that have a business or family relationship with professional staff of employer or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.	Request UPMRC to remove the word "indirectly" since it has a very vast ambit. We propose that the clause becomes:  c) Relationship with Government Ministry / Department's staff: Consultants (including their experts & other personnel and sub-consultants) that have a business or family relationship with professional staff of employer or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.	As per tender conditions.						



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
210	Volume II – Clause 6.1, Pg- 13	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 Consultancy Services for Operations & Maintenance Outsourcing Strategy for Rolling Stock & Signaling with train Operation & Last Mile Connectivity for UPMRC Metro Rail Projects including payments for escalations etc. Consultant will submit a Performance Guarantee for an amount of 1% of the contract price from an Scheduled Commercial Bank in India 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 Consultant (which can be refunded against matching Bank Guarantee).	Rather than making deductions from the engagement fee, we request UPMRC to alternatively allow the Consultant to provide a bank guarantee for the entire 5% of the contract value.	Please refer Annexure 9 & 11 of Addendum-1.
211	Volume II – Clause 1.1.7, Pg- 44	Participating in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. It will also include assisting UPMRC in preparing internal notes and projections for on clarifications/ securing approvals etc.	Request UPMRC to provide a limitation on this scope item mentioned alongside by prescribing one or more of the following: (i) Fixed Duration / Period for this scope (ii) Limitation on number of queries or (iii) Limitation on number of rounds of queries which the bidders would submit.	As per tender conditions.
212	Volume II – Clause 2.8.2, Pg- 72	Termination 2.8.2 By the Consultant/Business Advisor	Request UPMRC to insert the following clause:  "If Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder."	As per tender conditions.
213	Volume II – Clause 3.3, Pg- 75	Confidentiality The Consultant/Business Advisor, their sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.	Request UPMRC to provide a limitation to the confidentiality clause through the following line at the end of the paragraph:  "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year"	As per tender conditions.
214	Volume II – Clause 3.5, Pg- 75	The Consultant/Business Advisors shall take out and maintain, and shall cause the sub-consultants to take out and maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage's, as shall be specified in the Special Conditions (SCC), and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.	Consulting firms have appropriate insurance policies, which however may not be on the Client's terms and conditions. We would request UPMRC to give us flexibility to maintain insurance policies as per the firm's own policies.	As per tender conditions.
215	Volume II – Clause 3.6, Pg- 76	3.6 Accounting, Inspection and Auditing (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof. The Consultant/Business Advisors shall also have their accounts relating this project audited once in a year and furnish a copy of this audited accounts to the Employer within three months from the close of each financial year.	It may be noted that our systems will have information regarding multiple clients/projects and hence auditing the Consultant's office and system will result in confidentiality breach. Accordingly, we request UPMRC to remove this requirement. Additionally, the clause regarding visit to office should be restricted to any dedicated project office, if any setup and should not be extended to our head office/other offices.	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
216	Volume II – Clause 3.9, Pg- 76	All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant/Business Advisors in performing the Services shall become and remain the property of the Employer, and the Consultant/Business Advisors shall, not later than upon determination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant/Business Advisors may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SCC.	While ownership of deliverables can be transferred to UPMRC, however, pre-existing IPR in the deliverables should remain with the consultant. Considering this we propose that UPMRC includes the below-mentioned language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Contract." Furthermore, the Consultant is not responsible if the Client infringes the IPR by modifying the deliverables submitted by the Consultant.	As per tender conditions.
217	Volume II – Clause 3.11, Pg- 77	3.11.2 The Performance Guarantee shall be valid for One (1) year beyond the certified date of commissioning of the project.	Request UPMRC to modify this to 3 months. The revised clause would be as follows: "The Performance Guarantee shall be valid for 3 months <del>One (1) year</del> beyond the certified date of commissioning of the project."	Please refer Annexure 11 of Addendum-1.
218	Volume II – Clause 3.4, Pg- 98	Limitation of the Consultant//Business Advisors' Liability towards the Employer.  (ii) for any direct loss or damage that exceeds (A) the total payments made and expected to be made to the Consultant/Business Advisors under this contract, etc. or (B) the proceeds the Consultant /Business Advisors may be entitled to receive from any insurance maintained by the Consultant /Business Advisors to cover such a liability, whichever is higher.	Request UPMRC to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid or the contact value.	As per tender conditions.
219	Volume II – Clause 3.5, Pg- 98	d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant/Business Advisors and of any sub consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and	We would like to inform UPMRC that we have Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. Worker's compensation insurance is not applicable to our firm.	As per tender conditions.
220	General	Extension of Bid Due Date.	We understand and appreciate UPMRCL's commitment towards the timelines however you would appreciate that international collaboration and significant effort is required for making a bid complaint with various provisions of the RFP, therefore, we request for extension in Bid Due Date for a further period of at least 15 days after issue of replies to pre-bid queries.	Please refer Annexure-12 of Addendum-01
221	Point 4 Letter of Invitation, Section-1, Page - 2	The Tenderer(s)/Applicants may be a single entity, JV or a Consortium. In case of a JV/consortium the number of partners shall be limited to 2 (two) and each partner must have minimum 26% partnership. The JV/Consortium as a whole must satisfy both Technical and Financial Eligibility criteria, but the Each Member of consortium shall be jointly and severally responsible. A member of the JV/Consortium, which participates in more than one proposal, will cause all the proposals in which the member has participated to be disqualified.	UPMRC intends to leverage international experience for the assignment, in order to do so the consultant would be required to bring on board firms with varied experience across the world therefore it is requested to either allow a consortium of three firms or allow bidders to use credentials and expertise of member firms under the same brand name to meet the requirements of the RFP.	As per tender conditions.
222	Vol-1, Sec-3, Clause 1.1, Pg-11	The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last 05 years (from 2015-16 to 2019-20).	Considering the existing economic situation and the relevant projects executed in the recent past the time horizon for consideration of eligible Project shall be increase from existing 5 year period (2015-16 to 2019-20) to 10 year period (2009-10 to 2019-20).  In line with the similar consultancy tenders, we would request UPMRCL to consider a threshold professional fee (it may be greater than Rs. 1 Cr.) received to be certified by the statutory auditor instead of project "Completed" status which can only be given by the client.	Please refer Annexure-20 of Addendum-01



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
223	Vol-1; Sec-3, Clause 1.2, Pg-12	<p>Financial Eligibility Criteria</p> <p>Average Annual Turnover: - The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover.</p> <p>In Case of JV/Consortium – the tenderer must fulfil the following conditions:</p> <ol style="list-style-type: none"> <li>1. Each partner to have minimum 20% of minimum requirement.</li> <li>2. All partners put together should meet the minimum requirement as per their percentage participation</li> </ol> <p>Net Worth: - Net Worth of minimum INR 5 crore in the last audited FY (i.e. in FY 2019-20)</p> <p>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.</p>	<p>We request the authority to kindly consider only Lead Member's Annual Turnover and Net Worth for fulfilling the Financial Eligibility Criteria.</p>	As per tender conditions.
224	Vol-2, General, Att. – 1 Note to bidder, Page - 9	<p>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.</p>	<p>As part of ease of doing business various government authorities has allowed self-certification with provision for penalty in case of wrong declaration as part of criteria to showcase capability and experience. In view of the above we request UPMRCL to allow self-certification for meeting the eligibility requirements.</p> <p>It is submitted that we have been engaged by several most of Government Agencies, specific to transportation – NHAI, AAI, LPAI, IWAI, Indian Railways, Kochi Metro, IRSDC, RLDA etc wherein during the bidding stage self-certification was allowed.</p> <p>Also such certification would be extremely difficult to obtain for foreign partners in the existing Covid-19 situation and restricted timelines.</p>	Kindly follow tender conditions.
225	Vol-2, General, Att. – 1 A 1, Page - 9	<p>Indian or global companies / organizations / governments in the metro / railways sector</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 4 - (80% marks)</li> <li>• 5 - (100% marks)</li> </ul>	<p>To understand the consultancy requirements of an engagement, we propose more experience and projects in "core sector".</p> <p>We request the authority to kindly amend the said clause to:</p> <p>Indian or global companies / organizations / governments in the metro / railways sector</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 7 - (80% marks)</li> <li>• 10 - (100% marks)</li> </ul>	As per tender conditions.
226	Vol-2, General, Att. – 1 A 2, Page - 9	<p>Number of 'eligible projects' completed / for Indian or global companies / organizations / governments in the 'transportation sector'</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 7 - (80% marks)</li> <li>• 10 - (100% marks)</li> </ul>	<p>Project experience for "non-core sector" shall showcase the expertise of the firm in diverse sectors and therefore we propose to amend the clause as:</p> <p>Number of 'eligible projects' completed / for Indian or global companies / organizations / governments in the 'transportation sector'</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 4 - (80% marks)</li> <li>• 5 - (100% marks)</li> </ul>	As per tender conditions.
227	Vol-2, General, Att. – 1 A 3, Page - 9	<p>Indian public sector / PSUs/ CPSEs/ State level public enterprises</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 7 - (80% marks)</li> <li>• 10 - (100% marks)</li> </ul>	<p>We request the authority to kindly consider modifying A3 technical eligibility criteria to "PPP projects experience" in india in place of "eligible projects"</p> <p>It is requested to amend this clause as follows:</p> <p>Number of 'PPP projects' completed/ongoing (fee more than Rs. One Crore)/ for Indian or global companies / organizations / governments in the 'transportation sector'</p> <p>Indian public sector / PSUs/ CPSEs/ State level public enterprises</p> <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 4 - (80% marks)</li> <li>• 5 - (100% marks)</li> </ul>	As per tender conditions.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
228	Vol-2, GCC, 3.6, Page - 59	Accounting, Inspection and Auditing The Consultant/Business Advisors (i) shall keep accurate and systematic accounts and records in respect of the Service hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and bases thereof (including such bases as may be specifically referred to in the (SCC), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof. The Consultant/Business Advisors shall also have their accounts relating this project audited once in a year and furnish a copy of this audited accounts to the Employer within three months from the close of each financial year.	Since this is strategic consultancy, the consultant is only paid for the achieved milestones after satisfactory completion and submission of reports to your good office, there is no requirement to audit the accounts of organisation based on the engagement. However, EY shall provide with the details of payments received to the authority whenever required.  This clause is in line with the developers/ SPV's and we hereby request the authority to kindly delete this provision in Special Conditions of Contract.	As per tender conditions.
229	Vol. 1 - Section 1, Clause 9 (iii)	Contract Period - 6 months	The timeline for 6 months is very aggressive as the scope of work would need financial model, preparation of contractual models, market sounding, tender preparation, RFP process along with planning for last mile connectivity which would need study of traffic pattern and projections for both Agra and Kanpur etc. A comprehensive exercise for Market sounding will need to be carried out to ensure success of the engagement. This will require additional time.  <i>Considering that the scope would require coverage of all the above and the fact that O&amp;M outsourcing is not a common practice, we would request you to consider the assignment timeline as 10 months.</i>	As per tender conditions.
230	Vol. 1 - Section 3, Clause 1,1	Eligible Projects is defined as Projects on Operations and Maintenance (O&M) strategy in "Passenger Transportation sector" i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	Considering that O&M strategy is typically included in studies of infrastructure development and planning and is one of the many strategic areas captured in such studies, please confirm that: <b>"O&amp;M strategy will also include to include management consulting services related to O&amp;M. Engagements including PPP transactions, procurement advisory and commercial advisory involving O&amp;M and Asset Management strategy for transportation sector i.e. Metro / Railways / Airport / Ports. in India or abroad"</b>	As per tender conditions.
231	Vol. 1 - Section 3, Clause 1,1	Eligible Projects is defined as Projects on Operations and Maintenance (O&M) strategy in "Passenger Transportation sector" i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	In our understanding Passenger Transportation Sector includes Roads, Ports and Logistics sector. Please confirm	Kindly follow tender conditions. Roads, Ports and Logistics sector not included.
232	Vol. 1 - Section 3, Clause 1,1	Eligible Projects is defined as Projects on Operations and Maintenance (O&M) strategy in "Passenger Transportation sector" i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes)	"Eligible projects" definition has been used at multiple places with slightly different connotations, hence, we would request you to consider keeping the definition broad and add specific conditions wherever applicable like fee of One crore can only be added to Prequalification criteria only, for experience marking criteria, individual criteria can have additional points over and above the eligible project definition.	As per tender conditions.
233	Vol. 1 - Section 3, Clause 1,2	Financial Eligibility Criteria - The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover.	<i>The turnover from relevant services cannot be derived from Annual statements. Request you to consider CA certification as a supporting document. Also confirm, turnover from management consulting services in transportation sector will be considered for the purpose of qualification</i>	Please refer Annexure 4 of Addendum-1.
234	Vol 2 - Technical Proposal, Clause 3.2 C	Requirements for Key Personnel proposed to be deployed D2 - O&M Expert - MBA or other master's degree from a reputed and recognized University or Institution - Minimum 12 years of work experience - At least 5 'eligible projects' in operations and maintenance topic in India or abroad	Considering that O&M expert is a technical position, <i>kindly consider changing the education requirement as B. Tech / M. Tech / MBA or any other degree from reputed and recognized University or Institution.</i> This will allow us to field the right candidate as all technical experts don't go for MBA or M.Tech.  In addition, <i>kindly consider that 2 eligible projects as adequate experience for full marks</i> as there are industry experts who have spent long time in one / two projects, hence more than 2-3 assignments may not be possible unless all the assignments are only for Consulting firms.	Please refer Annexure 6 of Addendum-1.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
235	Vol 2 - Technical Proposal, Clause 3.2c	Requirements for Key Personnel proposed to be deployed D3 - Rolling Stock Expert ☑ MBA or other master's degree from a reputed and recognized University or Institution ☑ Minimum 12 years of work experience ☑ At least 2 'eligible projects'	Considering that Rolling Stock expert is a technical position, <u>kindly consider changing the education requirement as B. Tech / M. Tech / MBA or any other degree from reputed and recognized University or Institution.</u> This will allow us to field the right candidate as all technical experts don't go for MBA or M.Tech.	Please refer Annexure 6 of Addendum-1.
236	Vol 2 - Technical Proposal, Clause 3.2c	Requirements for Key Personnel proposed to be deployed D5 - Mobility / urban transportation expert ☑ MBA or other master's degree from a reputed and recognized University or Institution ☑ Minimum 10 years of work experience ☑ At least 2 'eligible projects' in urban transportation / mobility strategy / last mile connectivity topics in India or abroad	Considering that this position is not a regular position and the requirement for such expert has come only in recent years with more Metro Projects and requirement to integrate last mile, we would request you to consider experience in transport planning / multi modal transport planning / traffic planning/ urban transformation also as valid experience for this position. Hence, the experience criteria may be changed to: <u>At least 2 eligible projects in Urban transportation / mobility strategy/ last mile connectivity / transport planning / multi modal transport planning / traffic planning / urban transformation in India or abroad.</u>	As per tender conditions.
237	Vol 2 - Technical Proposal, Clause 3.2c	Requirements for Key Personnel proposed to be deployed	<u>Majority of the work in the engagement is connected with preparation of the Bid documents including RFP document, contract documents etc and arriving at a realistic budget. Therefore, we request you to consider including the following roles into the team requirement for scoring purposes:</u> a. Finance Expert - 10 years of experience with MBA (Finance) or equivalent qualification and experience in financial / commercial strategy for infrastructure projects b. PPP / Contracts Expert - 10 years of experience with MBA or equivalent qualification and experience in PPP transactions for infrastructure Projects.	As per tender conditions.
238	Vol 2 - Technical Proposal, Clause 3.2c	Requirements for Key Personnel proposed to be deployed	<u>Considering that this assignment is setting a benchmark of outsourcing O&amp;M for metro projects in India and certain countries have successfully implemented O&amp;M outsourcing over the years, kindly consider having one positions for international expert which have similar experience internationally. This position can also be used for scoring purposes</u> a. International Expert - 1 no. - Over 10 years experience in Metro rail / Rail / Airport Projects in strategic advisory role with at least 1 project on O&M strategy for Metro / Rail projects.	Please refer Annexure 6 of Addendum-1.
239	Vol 2 - Technical Proposal, Clause 3.1	Evaluation of Technical Proposal - Specific experience of the firms relevant to this type of Assignment.	Considering that the Attachment 1 has asked for experience in India or abroad and since most consultancy firms operate through individual member firms in each country and held together through parent firm, <u>we consider that the experience of parent firm or our member firms from other country shall be accepted.</u>	As per tender conditions.
240	Vol 2 - Section 14, Clause 14	It is the responsibility of the bidder to provide documentary evidence/completion certificate from the client for each Eligible Project along with Letter of Award/ Contract Agreement failing which the claim of the bidder shall be liable to be rejected.	Many projects are not issued Completion Certificate or are close to completion. Hence, we request you <u>to consider allowing substantially completed project where above 70% of the fee has been paid.</u>	As per tender conditions.
241	Vol 2 - Section 14, Clause 14	It is the responsibility of the bidder to provide documentary evidence/completion certificate from the client for each Eligible Project along with Letter of Award/ Contract Agreement failing which the claim of the bidder shall be liable to be rejected.	It is difficult to organise completion certificates from client for international projects, please allow <u>certification by bidder's auditor, along with project details certification by Authorized signatory of the bidder and LOI / WO submission as documentary evidence.</u>	Kindly follow tender conditions with corrigendum.



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
242	Vol 2 - Attachment 1, A1	<p>A1 Relevant project experience –</p> <p>Sectoral expertise in metro sector ( Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)</p> <p>Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro / railways sector</p> <p><input type="checkbox"/> 3 - (60% marks)</p> <p><input type="checkbox"/> 4 - (80% marks)</p> <p><input type="checkbox"/> 5 - (100% marks)</p> <p>Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing</p>	<p>In most of the large engagements, <u>O&amp;M strategy is part of overall planning for the projects, procurement strategy, transaction services, commercial advisory projects</u> hence we would request you to consider <u>all</u> these type of work as assignments eligible for this marking criteria.</p>	<p>O&amp;M strategy shall broadly cover Cost modeling/ Optimisation, Life Cycle costing, Asset management, Productivity/Reliability assessment &amp; improvement, Manpower optimisation etc.</p>
243	Vol 2 - Attachment 1, A1	<p>A1 Relevant project experience –</p> <p>Sectoral expertise in metro sector ( Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)</p> <p>Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro / railways sector</p> <p><input type="checkbox"/> 3 - (60% marks)</p> <p><input type="checkbox"/> 4 - (80% marks)</p> <p><input type="checkbox"/> 5 - (100% marks)</p> <p>Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing</p>	<p>Kindly clarify if this criteria would accept both <u>Rail and Metro projects</u>.</p>	<p>Please refer Annexure-1 of Addendum-1</p>
244	Vol 2 - Attachment 1, A1	<p>A1 Relevant project experience –</p> <p>Sectoral expertise in metro sector ( Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)</p> <p>Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro / railways sector</p> <p><input type="checkbox"/> 3 - (60% marks)</p> <p><input type="checkbox"/> 4 - (80% marks)</p> <p><input type="checkbox"/> 5 - (100% marks)</p> <p>Project should involve topics of Operations and maintenance (O&amp;M) strategy or O&amp;M outsourcing</p>	<p>Kindly <u>clarify that there is no criteria for the fee applicable for these marking criteria.</u></p>	<p>The fee criteria is there as eligible projects are defined in Clause 1.1 of Vol-1 with project cost for O&amp;M strategy of Rs 1 Crore.</p>



S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
245	Vol 2 - Attachment 1, A2	Relevant project experience –  Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))  Number of 'eligible projects' completed / for Indian or global companies / organizations / governments in the 'transportation sector' ☑ 3 - (60% marks) ☑ 7 - (80% marks) ☑ 10 - (100% marks) Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	a. In most of the large engagements, O&M strategy is part of planning for the projects, Procurement strategy, Transaction services, Commercial advisory projects hence we would request you to consider all these type of work as assignments eligible for this marking criteria.  b. We understand that Transportation Projects include Port, Logistics, and Road projects. <i>Kindly clarify the same.</i>  c. <i>Kindly clarify that there is no criteria for the fee applicable for these marking criteria.</i>	Kindly follow tender conditions. Roads, Ports and Logistics sector not included.  The fee criteria is there as eligible projects are defined in Clause 1.1 of Vol-1 with project cost for O&M strategy of Rs 1 Crore.
246	Vol 2 - Attachment 1, A3	Relevant project experience – Public sector in India (Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises)  Number of 'eligible projects' completed with Indian public sector / PSUs/ CPSEs/ State level public enterprises ☑ 3 - (60% marks) ☑ 7 - (80% marks) ☑ 10 - (100% marks)	Kindly clarify the definition of eligible project for this criteria will include any management consulting related work for the <u>PSU / CPSEs / State Level Public enterprises</u>	Kindly follow definition of Eligible Projects.
247	Vol. 2 - Technical Proposal - Note on evaluation method, Clause (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.	<u>Considering the Covid situation and that certain documents will be required from global firms / clients, it is requested to accept documentary evidences which are signed and scanned for submission.</u> Original documents for such engagements cannot be shipped or transferred for the bid in physical form.	As per tender conditions.
248	Volume 2 - Special Conditions of Contract - Appendix XVI, Clause 3.4	Limitation of Liability	We seek the following amendment to this clause: "Except in case of gross negligence or willful misconduct on the part of the Consultant/Business Advisors or on the part of any person or firm acting on behalf of the Consultant/Business Advisors in carrying out the Services, the Consultant/Business Advisors, with respect to damage caused by the Consultant/Business Advisors to the Employer's property, shall not be liable to the Employer: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments made and expected to be made to the Consultant/Business Advisors under this contract; etc. or (B) the proceeds the Consultant/Business Advisors may be entitled to receive from any insurance maintained by the Consultant/Business Advisors to cover such a liability; whichever is higher. (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."	As per tender conditions.
249	Volume 2 - TOR - Appendix II, Clause 1.8.1	Legal Scope is required	Kindly clarify that no legal scope shall be included in the scope of work.	As per tender conditions.
250	Vol. 1 - Section 3 & Vol 2 - Appendix 5, Clause 2 (a) and 2 (b) & 3.2	Term "affiliate" coming across in both the clauses	the term 'affiliates' shall be restricted to 'affiliates in India'. Kindly confirm	As per tender conditions.
251	Vol. 1 - Section 3, Clause 2 (c)		We seek clarification/definition of words 'business', 'family relationship' and 'professional staff'.	As per tender conditions.





S. No	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
252	Vol 2 - Appendix 5 GCC, Clause 8.3.2 (i)		We request that such appointment of sole arbitrator shall be by mutual consent of both the parties.	As per tender conditions.
253	Vol 2 - Appendix 5 GCC, Clause 8.3.2 (iii)		We seek amendment of the clause so as to provide that both the parties shall appoint one arbitrator each (at their discretion and not from panel) and such appointed arbitrators shall mutually appoint third arbitrator.	As per tender conditions.
254	Vol 2 - Appendix 5, Clause 3.6		Kindly consider amendment of the clause to include the following: Any such accounting, inspection or audit shall be subject to the following: (i) the accounting, inspection or audit shall be restricted to the engagement and shall be conducted with prior reasonable notice; (ii) the client or its authorized representatives shall execute a Non-Disclosure Agreement before such accounting, inspection or audit which shall govern the conduct of accounting, inspection or audit and any results thereof; and (iii) the auditors or the representatives of the client for the accounting, inspection or audit shall not be bidder's competitors.	As per tender conditions.



Summary Sheet of Addendum-1 : Tender KNPAGO&M-01

**KNPAGO&M-01: Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System Last Mile Connectivity for Kanpur & Agra Metro Rail Projects.**

S. NO.	Existing Clause / Pg. No.	Clause In Existing Tender Document	Revised Clause placed as Annexure/ Pg. No.
1	Attachment 1, Summary Evaluation Sheet, General, Vol-2, Page-9	Please refer Attachment 1, Summary Evaluation Sheet, General, Vol-2, Page-9 of tender documents.	Annexure-1, Page 9 R
2	Clause D, Notes on Evaluation Methodology, Vol-2, General, Page-13.	Please refer Page 13 of Vol-2 of tender documents.	Annexure 2, Page 13 R
3	Clause 1.2 Financial Eligibility Criteria, Sec-3, Vol-1, Page-12	He should be able to fulfill these criteria based on audited annual reports/Chartered Accountant Certificates of last five years (from FY 2015-2016 to 2019-20).  <b>Notes:-</b> The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last 05 (Seven) years (from 2013-14 to 2019-20).  <b>Notes:-</b> • For the above, documentary proof such as client certificate / BOQ & copy of final bill/Form 26AS / documents to substantiate above experience, shall be submitted along with the bid.  • "O&M Strategy," shall broadly cover Cost Modeling/Optimization, Life Cycle Costing, Asst Management & Improvement, Manpower Optimization etc.	Annexure 3, Page 12 R
4	Clause 1.1, Technical Eligibility Criteria, Sec-3, Vol-1, Page-11	The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last 05 years (from 2015-16 to 2019-20).  <b>Notes:-</b> • For the above, documentary proof such as client certificate / BOQ & copy of final bill/Form 26AS / documents to substantiate above experience, shall be submitted along with the bid.	Annexure 4, Page 11 R
5	Clause 6, PAYMENTS TO THE CONSULTANT/BUSINESS ADVISOR TO THE CONSULTANT/BUSINESS ADVISOR, Vol-2, GCC, Page-64	6. PAYMENTS TO THE CONSULTANT/BUSINESS ADVISOR <input type="checkbox"/> Quoted Consultancy fees shall be inclusive of all Charges such as travel/lodge and board, local travel and out of pocket expenses towards visit of team members at respective Stations during all the phases except GST. GST, as applicable will be reimbursed as per actuals. Payment shall be made as per Clause 1.7.1 of Terms of Reference, Vol-2.	Annexure 5, Page 64 R



6	Clause 3.2 (C), Vol-2 General, Page-4	Please refer the page - 4 of Vol-2	Please refer the revised page - 4R & 4R (A) of Vol-2.	Annexure 6, Page 4 R & 4R(A)
7	Clause 1.3, TOR Vol-2, Page-33	<b>1.3 Preparation of tender packages and tender documents for O&amp;M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur &amp; Agra Metro Project:</b>	<b>1.3 Preparation of tender packages and tender documents for O&amp;M Outsourcing, Last mile Connectivity and Station-Retail-Design for Kanpur &amp; Agra Metro Project:</b>	Annexure 7, Page 33 R
8	Clause 1.1.6 (a) & Clause 1.1.8 (b), TOR, Vol-2, Page-32	a) Developing the detailed TOR including scope of work, deliverables & timelines for the O&M outsourcing RFP for Lucknow, Kanpur & Agra metros. b) Consultation with probable bidder for developing the detailed TOR for the O&M outsourcing for Rolling Stock & Signaling with train Operation RFP for Lucknow, Kanpur & Agra metros	a) Developing the detailed TOR including scope of work, deliverables & timelines for the O&M outsourcing RFP for Lucknow, Kanpur & Agra metros. b) Consultation with probable bidder for developing the detailed TOR for the O&M outsourcing for Rolling Stock & Signaling with train Operation RFP for Lucknow, Kanpur & Agra metros	Annexure 8, Page 32 R
9	Clause 6.1, Performance Guarantee, Vol-2, General, Page-5	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 Consultancy Services for	6.1 The Performance Guarantee will be in accordance with Clause 3.11 of GCC and shall be 1% of the contract price plus <del>4</del> 2 % of the total payments to be made to Consultancy Services for	Annexure 9, Page 6 R
10	Clause 1.1.2 (b), TOR, Vol-2, Page-31	b) Defining a phased O&M outsourcing strategy for Lucknow metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra metros. 3.11.1 The Performance Guarantee will be 1% of Contract plus 4 of the total payments .....pro-rata deductions @ 4 from each ..... Against matching Bank Guarantee ).	b) Defining a phased O&M outsourcing strategy for Lucknow metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra metros. 3.11.1 The Performance Guarantee will be 1% of Contract plus <del>4</del> 2% of the total payments .....pro-rata deductions @ <del>4</del> 2% from each ..... Against matching Bank Guarantee ).	Annexure 10, Page 31 R
11	Clause 3.11, Performance Guarantee, GCC, Vol-2, Page-61	3.11.2 The Performance Guarantee shall be valid for One (1) year beyond the certified date of commissioning of the project. 3.11.4 In the event of any defect coming to the notice of the Employer during the 1 year period from the certified date(s) of ..... of the performance guarantee.	3.11.2 The Performance Guarantee shall be valid for One( <del>1</del> ) year <u>45 days</u> beyond the certified <del>targeted</del> date of commissioning of the project. 3.11.4 In the event of any defect coming to the notice of the Employer during the 4-year <u>45 days</u> period from the certified <del>targeted</del> date(s) of ..... of the performance guarantee.	Annexure 11, Page 61 R
12	Table under Clause 9, Sec-1, Vol-1, Page-3	Please refer the Table under Clause 9 at Page -3 of Vol-1	Please refer the Revised Table under Clause 9 at Page -3R of Vol-1	Annexure 12, Page 3 R
13	Appendix-XIV, Form of Bank Guarantee for Performance Guarantee, GCC, Vol-2, Page-78	This guarantee shall be valid for One year 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	This guarantee shall be valid for One year <u>45 days</u> 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	Annexure 13, Page 78R
14	Notes on Evaluation Methodology, A1 & A3, General, Vol-2, Page-11	A1: For "Experience on eligible projects"/ Relevant project experience – Sectorial expertise in metro / railways sector Number of eligible project completed with Indian Public Sector companies/PSUs/ CPSEs/State level public companies shall be awarded the marks as below-	A1: For "Experience on eligible projects"/ Relevant project experience – Sectorial expertise in metro / railways sector Number of eligible project completed with Indian Central Government/State Government/Public Sector companies/PSUs/ CPSEs/State level public companies shall be awarded the marks as below-	Annexure 14, Page 11R



Appendix III-2a, Summary of Firms' experience, Sr No 3, Technical Proposal Forms, Vol-2, Page-38	3 Public sector - - Number of 'eligible projects' completed for with Indian public sector / PSUs/ CPSEs/ State level public enterprises	3 Public sector - - Number of 'eligible projects' completed for with Indian <u>Central Govt/ State Govt</u> public sector / PSUs/ CPSEs/ State level public enterprises	Annexure 15, Page 38R
16 Clause 13 General, Vol-2, Page-7	13. 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.	13. The Bank <u>UPMRC</u> requires that Consultants, as well as Borrowers, under contracts funded by the Bank <u>UPMRC</u> observe the highest standard of ethics during the procurements and execution of such contracts. In pursuance of this policy, the Bank: <u>UPMRC</u>	Annexure 16, Page 7R
Appendix III-3a, Summary of Past Case studies, Sr No 3, Technical Proposal Forms, Vol-2, Page-41	3 Public sector - - Number of 'eligible projects' completed for with Indian public sector / PSUs/ CPSEs/ State level public enterprises	3 Public sector - - Number of 'eligible projects' completed for with Indian <u>Central Govt/ State Govt</u> public sector / PSUs/ CPSEs/ State level public enterprises	Annexure 17, Page 41R
18 Annexure-8, Formate of work Experience, Sec-3, Vol-1, Page-27	Projects costing as per eligibility criteria or above only in last 5 years.	Projects costing as per eligibility criteria or above only in last 5 <u>07 (Seven)</u> years.	Annexure 18, Page 27R
19 Annexure-9, Summary of Information provided in Annexure-8, Sec-3, Vol-1, Page-29	Total value of all works completed in the last 5 Years (cost as on twenty eight days before the latest date of Tender Submittal)	Total value of all works completed in the last 5 <u>07 (Seven)</u> Years (cost as on twenty eight days before the latest date of Tender Submittal)	Annexure 19, Page 29R
20 Clause 1.1, General, Vol-2, Page-2	a) The background and experience of the bidder firm including a list of past and present work of a nature similar to this project in the last five (5) years.	a) The background and experience of the bidder firm including a list of past and present work of a nature similar to this project in the last five (5) <u>07 (Seven)</u> years.	Annexure 20, Page 2R



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System Last Mile Connectivity for Kanpur & Agra Metro Rail Projects.

## ATTACHMENT-1: Summary Evaluation Sheet

Criteria No.	Evaluation Criteria	Criteria for marking	Bidder → Maximum Marks (% of total technical Marks)
<b>A</b>	<b>Technical Capacity</b>		<b>30%</b>
A1	Relevant project experience – Sectoral expertise in metro sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro sector)	Number of 'eligible projects' completed for Indian or global companies / organizations / governments in the metro / railways sector <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 4 - (80% marks)</li> <li>• 5 - (100% marks)</li> </ul> Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	1200 (15%)
A2	Relevant project experience – Transportation sector (Number of 'eligible projects' completed for Indian or global companies / organizations / governments transportation sector (other than Metro))	Number of 'eligible projects' completed / for Indian or global companies / organizations / governments in the 'transportation sector' <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 7 - (80% marks)</li> <li>• 10 - (100% marks)</li> </ul> Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing	800 (10%)
A3	Relevant project experience – Public sector in India (Number of 'eligible projects' completed with Indian Central Government/State Government/ public sector/PSUs/ CPSEs/ State level public enterprises)	Number of 'eligible projects' completed with Indian Central Government/State Government/ public sector/PSUs/ CPSEs/ State level public enterprises <ul style="list-style-type: none"> <li>• 3 - (60% marks)</li> <li>• 7 - (80% marks)</li> <li>• 10 - (100% marks)</li> </ul>	400 (5%)
<b>B</b>	<b>Detailed case studies to be submitted.</b>		<b>10%</b>
B1	Case studies for Eligible Projects completed to be submitted for reviewing- Understanding of the project , Quality of approach, Work Plan and recommendations	Number of 'Case Studies' completed / for Indian or global companies / organizations / governments in the 'transportation sector and Metro Sector' shall be submitted- <ul style="list-style-type: none"> <li>• 1 - (60% marks)</li> <li>• 2 - (100% marks)</li> </ul>	800 (10%)
<b>C</b>	<b>Approach and Methodology</b>		<b>20%</b>
C1	Understanding of the project- its purpose, scope, key challenges and learnings from past implementations along with the consulting firm's		400 (5%)



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System Last Mile Connectivity for Kanpur & Agra Metro Rail Projects.

- **Below Average:** There are major inconsistencies between the requirements in TOR and the proposed work plan.

The percentage rating for the above grades will be assigned as under:

Grade	Percentage Rating
Below Average	0%
Average	<del>40%</del> <u>25%</u>
Good	<del>70%</del> <u>50%</u>
Very Good	<del>90%</del> <u>75%</u>
Excellent	100%

**D. Criterion IV** (viz. Qualification, experience and competence of the key staff to be deployed), the marks will be allotted based on the following sub-criteria:

(i) **Educational Qualifications (Weightage: ~~20~~ 30%)**

For ~~engineering posts~~ **Key Staff**, the following criteria will be used for awarding rating/marks:

<b>For D1 &amp; D5</b> - MBA/ Post-Graduation degree in respective field	100%
<b>For D2</b> - Post Graduation degree in respective field.	
<b>For D3 &amp; D4</b> - Graduation degree in respective field with Offshore Experience of O&M of Rolling Stock/Signalling at the project/Metro where outsourcing for O&M has been done.	
Engineering/Any Graduates in respective field	<del>75%</del> <u>60%</u>
Diploma of three-year duration in respective field	<del>50%</del> <u>40%</u>

(ii) **Experience in the assigned task (Weightage: ~~50~~ 20%)**

- Experience for at least ~~20/15/12/10~~ years in relevant field for respective position will earn full marks for different experts
- For lower periods of experience, marks will be given proportionately.

(iii) **Experience in Eligible Project (30%)**-

- Experience of at least ~~6/5/4/2~~ number of Eligible projects in relevant field for respective position will earn full marks for different experts.
- For lower numbers of projects, marks will be given proportionately.

(iv) **Quality of write up by key staff for assessing competence (Weightage: 20%)**

- approach and methodology proposed
- Nos of similar past case studies with details of each case with outcome/Impact

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:**

- 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.
- ii) **"Relevant field" relates to past experience of working in Maintenance of Rolling Stock & Signalling and Management of Train Operators and/or "O&M Strategy" as per the requirement in this tender.**



## 1.2 Financial Eligibility Criteria

**Average Annual Turnover:** - The Applicant must have a minimum average annual turnover of INR 10 crore from Consultancy Services for 'Relevant Services', during the last 5 audited financial years duly supported by documents in support of annual turnover.

'Relevant Services' is defined as business, strategy, financial consulting and operational projects excluding IT implementation, audit/ compliance.

He should be able to fulfill these criteria based on audited annual reports/Chartered Accountant Certificates of last five years (from FY 2015-2016 to 2019-20). In case of Foreign bidders, Financial Years would be taken from 2015 to 2019.

1.2.a 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

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

a) Net Worth:- Net Worth of minimum INR 5 crore in the last audited FY (i.e. in FY 2019-20)

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:- All documentary evidence of experience including client's references and certificates must be enclosed in support of the same. Financial data for latest five years shall also be submitted.

- 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 12 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,



### 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 Consultancy Services for Operations & Maintenance Outsourcing Strategy for Rolling Stock & Signaling with train Operation & Last Mile Connectivity for Kanpur & Agra Metro Projects. The JV/Consortium as a whole must satisfy both Technical and Financial eligibility criteria.

The eligibility criteria for prequalification are as under: -

##### 1.1 Technical Eligibility Criteria

The Applicant must have completed at least Three "Eligible Projects" of advisory / consultancy projects in the last ~~05~~ 07 (Seven) years (from ~~2015-16~~ 2013-14 to 2019-20).

"Eligible Projects" is defined as Projects on Operations & Maintenance (O&M) strategy in 'Passenger Transportation sector' i.e. Metro / Railways / Airports in India or abroad with each project costing not less than INR one crore for professional fees (excluding taxes) .

Notes: -

- For the above, documentary proof such as client certificate / BOQ & copy of final bill/ Form 26AS / documents to substantiate above experience, shall be submitted along with the bid. In case the completion certificate does not contain the required details substantiating the above information, the additional information including the cost of "Eligible Projects" shall be certified and substantiated under the signatures of an official of the rank of Full time Director on the Board of Directors or above of the bidder ( and in case of JV/Consortium, such an official from the Lead Partner of the JV/Consortium). This self-certificate must be certified by the Statutory Auditor/Chartered Accountant of the bidder with the signature and stamp, failing which self certification of additional information will not be considered."
- 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 30.09.2020 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.
- "O&M Strategy" shall broadly cover Cost Modeling/Optimization, Life Cycle Costing, Asst Management & Improvement, Manpower Optimization etc.



reimbursable expenses otherwise payable to the Consultant/Business Advisor under this Contract shall be increased or decreased accordingly based on actuals, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.

#### 5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultant/Business Advisor and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix XI at the times and in the manner specified in said Appendix XI, provided that if such services, facilities and property shall not be made available to the Consultant/Business Advisors as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant/Business Advisor for the performance of the Services (ii) the manner in which the Consultant/Business Advisor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant/Business Advisor as a result thereof pursuant to Clause 6.

#### 5.5 Payment

In consideration of the Services performed by the Consultant/Business Advisor under this Contract, the Employer shall make to the Consultant/Business Advisors such payments and in such manner as is provided in Clause 6 hereunder.

#### 5.6 Difference of opinion between Employer and Consultant/Business Advisor

In the case of a difference of opinion between the Employer and the Consultant/Business Advisor on any important matters involving professional judgment that might affect the proper evaluation or execution of the project, the employer shall allow the Consultant/Business Advisors to submit promptly to the employer a written report and, simultaneously, to submit a copy to Bank. The employer shall forward the report to Bank with its comments in time to allow Bank to study it and communicate with the employer before any irreversible steps are taken in the matter. In cases of urgency, the Consultant/Business Advisors have the right to request the employer and/or Bank that the matter to be discussed immediately between the employer and Bank.

### 6. PAYMENTS TO THE CONSULTANT/BUSINESS ADVISOR

- Quoted Consultancy fees shall be inclusive of all Charges such as travel/lodge and board, local travel and out of pocket expenses towards visit of team members at respective Stations during all the phases except GST. GST, as applicable will be reimbursed as per actuals. Payment shall be made as per Clause 1.7.1 of 'Terms of Reference', Vol-2.
- In case of JV/Consortium, payment to each partner can be made separately only if mentioned in JV agreement and each invoice routed through Lead partner.

### 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



consultancy projects in the last 05 **07 (Seven)** years with professional fees of at least as specified in "Eligible Projects" defined in prequalification Criteria- Section 3, Para 1.1. and excluding project fees from IT implementation, audit/ compliance.

Amounts relating to years prior to 2019-20 will be escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto 30.09.2020 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.

- B) The nature of services to be carried out by each JV/Consortium Member should be clearly spelt out in the MOU.
- C) Requirements for Key Personnel proposed to be deployed:  
The following table provides the requirements for key resource personnel who shall be deployed for this project by the selected Applicant and shall be the point of contact for project related activities / tasks for the Client.

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
D1	Team leader	<ul style="list-style-type: none"> <li>MBA or other master's degree from a reputed and recognized University or Institution</li> <li>Minimum of 15 years work experience</li> <li>At least 6 'eligible projects' in infrastructure sector (including metro / rail) on topics such as overall strategy and governance / operations and maintenance strategy / asset management in India or abroad</li> <li><b>Quality of write up by key staff for assessing competence-(i) Approach &amp; Methodology proposed, (ii) Nos of similar past case studies with details of each case with outcome/Impact.</b></li> </ul>	960 (12%)
D2	Operations & maintenance (O&M) expert	<ul style="list-style-type: none"> <li><del>MBA or other master's degree</del> <b>Post Graduation Degree in respective field</b> from a reputed and recognized University or Institution</li> <li>Minimum 12 years of work experience</li> <li>At least 5 'eligible projects' in operations and maintenance topic in India or abroad</li> <li><b>Quality of write up by key staff for assessing competence-(i) Approach &amp; Methodology proposed, (ii) Nos of similar past case studies with details of each case with outcome/Impact.</b></li> </ul>	800 (10%)
D3	Rolling Stock Expert	<ul style="list-style-type: none"> <li><del>MBA or other master's degree</del> <b>Graduation Degree in respective field with an Offshore Experience of O&amp;M of Rolling Stock at the project/Metro where outsourcing for O&amp;M has been done.</b> from a reputed and recognized University or Institution</li> <li>Minimum 12 years of work experience</li> <li>At least 2 'eligible projects'</li> <li><b>Quality of write up by key staff for assessing competence-(i) Approach &amp; Methodology proposed, (ii) Nos of similar past case studies with details of each case with outcome/Impact.</b></li> </ul>	800 (10%)



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & System Last Mile Connectivity for Kanpur & Agra Metro Rail Projects.

D4	Metro / rail expert	<ul style="list-style-type: none"> <li>• <del>MBA or other master's degree</del> <b>Graduation Degree in respective field with an Offshore Experience of O&amp;M of Signalling at the project/Metro where outsourcing for O&amp;M has been done.</b> from a reputed and recognized University or Institution</li> <li>• Minimum 10 years of work experience</li> <li>• At least 4 '<i>eligible projects</i>' in <b>Signalling</b> in metro /rail sector in India or abroad</li> <li>• <b>Quality of write up by key staff for assessing competence-(i) Approach &amp; Methodology proposed, (ii) Nos of similar past case studies with details of each case with outcome/Impact.</b></li> </ul>	320 (4%)
D5	Mobility / urban transportation expert	<ul style="list-style-type: none"> <li>• MBA or other master's degree from a reputed and recognized University or Institution</li> <li>• Minimum 10 years of work experience</li> <li>• At least 2 '<i>eligible projects</i>' in urban transportation / mobility strategy / last mile connectivity topics in India or abroad</li> <li>• <b>Quality of write up by key staff for assessing competence-(i) Approach &amp; Methodology proposed, (ii) Nos of similar past case studies with details of each case with outcome/Impact.</b></li> </ul>	320 (4%)
	Total marks		3200



### 1.2.1 Benchmarking of last mile systems

- a) Benchmarking of last mile connectivity strategies across metros - both global as well as Indian metros
- b) Identifying the challenges, risks, mitigation and best practices for last mile connectivity & infrastructure design from Indian and global metros

### 1.2.2 Design of last mile strategy for Kanpur and Agra metros

- a) Carrying out a detail micro-market assessment around the Kanpur and Agra metro stations and identifying the factors impacting preferred last mile mode choice of riders such as distance from station, vehicle ownership etc.
- b) Identifying the key rider or origin-destination hotspots around the metro line alignments using current traffic studies
- c) Defining the ideal last mile connectivity for each of the hotspots around key metro stations in Kanpur and Agra
- d) Evaluating potential collaboration strategies for last mile connectivity e.g. tie ups / collaborations with ride-share / bus links and identification of potential collaborator candidates for Kanpur and Agra metros
- e) In addition, providing a roadmap for potential digital / technology interventions which can enhance last mile connectivity and ridership e.g. journey planning apps, integrated ticketing etc.

### 1.2.3 Sizing and design of enabling infrastructure

- a) Identifying key metro stations in Agra and Kanpur where enabling infrastructure for last mile connectivity needs to be deployed. For e.g. infrastructure such as parking lots, walkways, drop-off lay-bys for autos, taxis, cars etc.
- b) Working with UPMRC design consultant to provide necessary inputs for the design of enabling last mile infrastructure.

### 1.3 Preparation of tender packages and tender documents for O&M Outsourcing, Last mile Connectivity and Station Retail Design for Kanpur & Agra Metro Project:

- i) Based on the approvals of UPMRC the Consultant/Business Advisor shall prepare a suitable BOQ (wherever required) and estimated cost for the tender packages.
- ii) The tender and contract documents for the agreed tender packages will include:
  - Notice Inviting Tenders (NIT)
  - Form of Tender
  - Instructions to Tenderers
  - Pre-qualification criteria
  - Pre-qualification documents
  - Tender evaluation criteria.
  - General Conditions of Contract
  - Special Conditions of Contract
  - Technical Specifications.
  - Bill of Quantities (wherever required).
  - Tender Drawings.



- c) Laying out the performance management framework including the incentives and penalties mechanism for the O&M partner
- d) Categorizing the risks identified for the bundling and commercial model and recommending mitigation measures.

#### 1.1.5 Stakeholder consultations

- a) Developing a communication plan to reach out to key stakeholders and assisting the authority in carrying out these interactions
- b) Conducting regular consultations with various stakeholders to get inputs for the O&M outsourcing scope & to understand the capabilities potential bidders may bring in to deliver the scope
- c) Gauging interest level of bidders and using the consultations to generate further interest among the bidders.

#### 1.1.6 Drafting the RFP for O&M outsourcing

- a) Developing the detailed TOR including scope of work, deliverables & timelines for the O&M outsourcing RFP for Lucknow, Kanpur & Agra metros
- b) Defining the concessionaire selection criteria – technical (quality, capability parameters etc.) and commercial – for the assessment of the bidders

#### 1.1.7 Assistance in bid process and selection of preferred bidder

The consultant's support on this part of the services is in the nature of intermittent services and hence will be taken up at the discretion of the authority for which they may provide an appropriate extension.

- a) Providing UPMRC inputs / assistance in creation of the bid document for O&M contracting which includes preparing the final Request for Proposal (RFP) and the draft Concession Agreement. For this purpose, the Consultant shall work closely with the Authority and its legal advisers and technical consultants
- b) Participating in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. It will also include assisting UPMRC in preparing internal notes and projections for on clarifications/ securing approvals etc.
- c) Providing UPMRC assistance in the technical and commercial evaluation of the potential bidders. The Authority shall also onboard legal advisers and technical consultants for advisory and evaluation.

#### 1.1.8 Identification & Consultation with probable bidder

- a) Identification & correspondence with probable bidders in & outside India
- b) Consultation with probable bidder for developing the detailed TOR for the O&M outsourcing for Rolling Stock & Signaling with train Operation RFP for Lucknow, Kanpur & Agra metros

### 1.2 Last Mile Connectivity Strategy:

In the context of metro, last mile connectivity refers to the initial as well as the final leg of the integrated passenger journey- from origin to metro station and from metro station to destination.

from the Employer to ensure satisfactory implementation of the Assignment.

- 4.3 Having selected the Consultant, among other things, on the basis of an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of key staff named in the proposal. During implementation of the project Consultancy Services/Strategic Business Advisor for Operations & Maintenance Strategy (O&M Outsourcing, Last Mile Connectivity & Station Retail Design) are strongly discouraged from changing the key persons named in their technical proposal.
- 4.4 Before contract negotiations, the employer will require assurance that the key personnel will be actually available. The employer will not ordinarily consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 4.5 If during contract negotiations, in exceptional circumstances, the bidder is unable to make available the named key staff and UPMRC agrees that a change of staff is inevitable, the substitute staff shall be qualified at an equal or higher level as required in the evaluation criteria. If the bidder is unable to provide a substitute of equal or higher qualification to the satisfaction of UPMRC, UPMRC reserves the right to re- evaluate the technical proposal based on alternate staff suggested which may lead to change in the ranking of the consultant.
- 4.6 Financial negotiations will then be carried out, if required.
- 4.7 If the negotiations with the first ranking bidder fails, the second ranking bidder will be invited for negotiations and the above process will be repeated
- 4.8 The negotiations will be concluded with a review of the draft form of Contract Agreement given in Appendices IV. The Employer and the Consultant will finalise the contract agreement to conclude negotiations.
- 5. Award of Contract**
- 5.1 The UPMRC will issue a letter to the successful bidder to begin 'carrying out the services'.
- 5.2 Within thirty days from the date of issue of the letter of acceptance, the successful bidder will be required to furnish an initial Performance Guarantee as per Para 6 herein below. The consultant shall execute the Contract Agreement for Consultancy Services/Strategic Business Advisor for Operations & Maintenance Strategy (O&M Outsourcing, Last Mile Connectivity & Station Retail Design) services as per Appendices IV within a period of 30 days from the date of Confirmation of initial Performance Guarantee.
- 5.3 The selected Consultant will be expected to commence the Assignment on the date as specified in the GCC clause 2.2.
- 5.4 Notification for award of contract will be uploaded in UPMRC's website. No correspondence will be entertained by the employer from the unsuccessful bidders.
- 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~~ 2 % of the total payments to be made to Consultancy Services for



- b) Global benchmarking of the O&M models adopted by various metro systems to understand the following elements (non-exhaustive):
  - Types of O&M services packages / bundling options adopted by key global metros
  - Commercial models for O&M outsourcing
  - Rationale behind the selecting the respective services package and commercial model
  - Other relevant factors (if any) considered for defining the O&M strategy / model
- c) Highlighting the set of best practices and lessons learnt from other metros that can be leveraged by UPMRC for O&M outsourcing
- d) Identifying the leading O&M operators globally
- e) Identifying the recent trends & upcoming practices in metro operations & maintenance

#### **1.1.2 Designing of the right O&M outsourcing model for Rolling Stock & Signaling with train Operation & Last Mile Connectivity**

- a) Designing the right O&M outsourcing strategy for Kanpur and Agra metro considering the below factors:
  - Carrying out a baseline mapping of the different O&M activities and identifying opportunities for O&M outsourcing under UPMRC based on scale and complexity of operations
  - Conducting a strategic assessment to assess key component bundling options for O&M outsourcing and suggesting the most appropriate options for the Kanpur & Agra metro
  - Conducting a strategic assessment to evaluate key commercial models for O&M outsourcing and suggesting the most appropriate options for the Kanpur & Agra metro
  - Identifying the level of control to be retained over O&M services along with number of private parties to be contracted (single vs. multiple)
  - Assessing the financial viability of the various O&M bundling options and commercial models to see which option is the most ideal for UPMRC
  - Identifying and assessing the key risks across the various bundling and commercial model options for O&M outsourcing
  - Gathering inputs from stakeholder consultations on the O&M model and incorporating suggestions received in the final recommendation, as applicable
- b) ~~Defining a phased O&M outsourcing strategy for Lucknow metro, keeping in mind the need to leverage common infrastructure and realizing synergies between Lucknow, Kanpur and Agra metros.~~

#### **1.1.3 Assessment of costs and development of cost model**

- a) Identifying and quantifying all costs and O&M expenses to be incurred by the concessionaire during the entire concession period and preparing the cash-flow statements for the concession period
- b) Preparing a detailed cost/ financial model which will indicate the possible capital structures, cash flow, profit / loss calculations, contingencies, assumptions etc.
- c) Conducting a sensitivity analysis in relation to critical parameters of the cost model e.g. ridership and other operational parameters such as train headway, number of operating trains etc.

#### **1.1.4 Governance model designing and risk management**

- a) Defining the operating and governance model to lay out how UPMRC will interface with and manage the O&M partner
- b) Defining critical service levels, KPIs and metrics for the O&M partner to achieve

### 3.10 Equipment and Materials furnished by the Employer

DELETED

### 3.11 Performance Guarantee

- 3.11.1 The Performance Guarantee will be 1% of Contract plus ~~4~~2 % of the total payments to be made to Consultant including payments for escalation etc. Consultant will submit a Performance Guarantee from a Scheduled Commercial Bank in India the form of an Unconditional Bank Guarantee (as per Appendix XIV) 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~~2 % from each payment to be made to the Consultant (which can be refunded against matching Bank Guarantee ).
- 3.11.2 The Performance Guarantee shall be valid for ~~One (1) year~~ 45 days beyond the ~~certified~~ targeted date of commissioning of the project.
- 3.11.3 The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the contract in accordance with Clause 2.8.1 (a) to (e), (h) and (i) above.
- 3.11.4 In the event of any defect coming to the notice of the Employer during the ~~4-year~~ 45 days period from the ~~certified~~ targeted date(s) of completion and commissioning of a phase/phases of the project and in the eventuality of the Consultant/Business Advisor failing to rectify the same, the Employer will forfeit the amount of the performance guarantee.

## 4 CONSULTANT/BUSINESS ADVISORS' PERSONNEL

### 4.1 GENERAL

The Consultant/Business Advisors shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### 4.2 Description of Personnel

- a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant/Business Advisors' Key Professional Personnel are described in Appendix- III-6a.
- b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix –III-6a may be made by the Consultant/Business Advisors by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 15% or one month, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6. Any other such adjustments shall only be made with the Employer's written approval.
- 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 – III-6a may be



**Volume – 2: TECHNICAL PROPOSAL**

- General
- Institutional Arrangements
- 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.23,600/- (Rupees Twenty Three Thousand Six Hundred Only)** in form 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 <b>16.10.2020</b> to <b>11.11.2020</b> (between 09:30 Hrs. to 17:30 Hrs.) on working days
(ii)	Cost of RFP documents	<b>Rs. 23,600/-</b> in form of demand draft in favour of “Uttar Pradesh Metro Rail Corporation Limited” payable at Lucknow.
(iii)	Contract Period	6 Months (Approx.)
(iv)	Bid Security/Earnest Money Deposit (EMD)	<b>Rs. 5.00 (Five) Lakhs Only</b> in form of DD/BG (in favour of Uttar Pradesh Metro Rail Corporation Limited) (Proforma enclosed in Annexure-2 of ITC)
(v)	Pre-bid meeting	18.11.2020 @ 15.00 hrs
(vi)	Last date of seeking clarification	18.11.2020
(vii)	Last date of issuing reply to Pre-bid Queries & issue of Addendum (if any)	<del>27.11.2020</del> <b>14.12.2020</b>
(viii)	Date and Time of the submission deadline for Proposal	<del>10.12.2020</del> <b>07.01.2021 upto 15:00 Hrs (IST)</b>
(ix)	Date & Time for Opening of “Envelope A” (Bid Guarantee/EMD, proposal for shortlisting of consultant and Technical proposal)	<del>10.12.2020</del> <b>07.01.2021 @ 15.30 hrs</b>



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signaling System, Last Mile Connectivity for Kanpur & Agra Metro Rail Projects.

## 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 Consultant/Business Advisor), (herein after called "the Consultant/Business Advisor") has undertaken, in pursuance of Contract No. KNPAGO&M-01 dated \_\_\_\_\_ to execute the Consultancy Services/Strategic Business Advisor for Operations & Maintenance Strategy (O&M Outsourcing, Last Mile Connectivity & Station Retail Design) 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/Business Advisor shall furnish you with a Bank Guarantee from a Scheduled Commercial Bank in India 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/Business Advisor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant/Business Advisor 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/Business Advisor 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/Business Advisor 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 ~~One year~~ 45 days 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*



**Notes on Evaluation Methodology**

**A. Criterion I (viz. Specific Experience):**

**A1: For “Experience on eligible projects”/ Relevant project experience – Sectorial expertise in metro / railways sector**

Number of eligible project completed for Indian/Global companies/Organization/Governments in the metro sector shall be awarded the marks as below-

- i. The bidder having done 3 number of eligible projects will get 60% of the maximum marks for this sub-criterion.
- ii. The bidder having done 4 number of eligible projects will get 80% out of the maximum marks for this sub-criterion.
- iii. Other bidders having done equal or more than 5 number of eligible projects will get 100% marks out of the maximum marks.

Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing.

**A2: For “Experience on eligible projects”/ Relevant project experience – Transportation Sector**

Number of eligible project completed for Indian/Global companies/Organization/Governments in the metro/railway sector shall be awarded the marks as below-

- i. The bidder having done 3 number of eligible projects will get 60% of the maximum marks for this sub-criterion.
- ii. The bidder having done 7 number of eligible projects will get 80% out of the maximum marks for this sub-criterion.
- iii. Other bidders having done equal or more than 10 number of eligible projects will get 100% marks out of the maximum marks.

Project should involve topics of Operations and maintenance (O&M) strategy or O&M outsourcing.

**A3: For “Experience on eligible projects”/ Relevant project experience – Transportation Public Sector**

Number of eligible project completed with Indian Central Government/State Government/Public Sector companies/PSUs/ /CPSEs/State level public companies shall be awarded the marks as below-

- i. The bidder having done 3 number of eligible projects will get 60% of the maximum marks for this sub-criterion.
- ii. The bidder having done 7 number of eligible projects will get 80% out of the maximum marks for this sub-criterion.
- iii. Other bidders having done equal or more than 10 number of eligible projects will get 100% marks out of the maximum marks.

**B & C. Criterion III (viz. Detailed case studies , Adequacy of Proposed Methodology & Work Plan):-**

- (i) For Understanding of the project, Quality of approach & Methodology and recommendations,



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signal System, Last Mile Connectivity for Kanpur & Agra project for UPMRCL Metro Rail Projects.

## Appendix III-2a

**SUMMARY OF FIRM'S EXPERIENCE OF "ELIGIBLE PROJECTS"**

Relevant Services carried out in the last seven years

(To be given for each JV / Consortium Partner)

SN	Technical Capability - Relevant project experience in following sector involving topics of Operations and maintenance (O&M) strategy or O&M outsourcing	Name of 'eligible projects' completed	Total Nos of 'eligible projects' completed
1	<b>Metro sector</b> - Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.	
2	<b>Transportation sector</b> (other than Metro)- Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.	
3	<b>Public sector</b> - - Number of 'eligible projects' completed for with Indian <u>Central Govt/ State Govt</u> /public sector / PSUs/ CPSEs/ State level public enterprises	1. 2. 3. 4.	

The details of each "Eligible Project" shall be submitted in format given in Appendix III-2b.



Operations & Maintenance Outsourcing Strategy for Rolling Stock & Signaling with train Operation & Last Mile Connectivity for UPMRC Metro Rail Projects including payments for escalations etc. Consultant will submit a Performance Guarantee for an amount of 1% of the contract price from an Scheduled Commercial Bank in India 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 Consultant (which can be refunded against matching Bank Guarantee).

**7. 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.

**8. Time of Completion**

Duration of consultancy services (other than the performance guarantee period) is from date of award of contract to as given in "Deliverable & Timelines" at Term of Reference.

**9. 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.

**10. 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.

**11. Submission of Technical Proposal**

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

**12. 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.**

**13. The ~~Bank~~ UPMRC requires that Consultants, as well as Borrowers, under contracts funded by the ~~Bank~~ UPMRC observe the highest standard of ethics during the procurements and execution of such contracts. In pursuance of this policy, the ~~Bank~~ UPMRC**

- 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.



**KNPAGO&M-01:** Consultancy services for Outsourcing of Trains Operation, Maintenance of Rolling Stock & Signalling System, Last Mile Connectivity for Kanpur & Agra project for UPMRCL Metro Rail Projects.

## Appendix III-3a

SUMMARY OF PAST CASE STUDIES FOR ELIGIBLE PROJECTS COMPLETED TO BE SUBMITTED FOR REVIEWING- UNDERSTANDING OF THE PROJECT, QUALITY OF APPROACH, WORK PLAN AND RECOMMENDATIONS

(To be given for each JV / Consortium Partner)

SN	Technical Capability - Relevant project experience in following sector involving topics of Operations and maintenance (O&M) strategy or O&M outsourcing	Name of case study for 'eligible projects' completed	Total Nos of 'eligible projects' completed
1	<b>Metro sector</b> - Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.	
2	<b>Transportation sector</b> (other than Metro)- Number of 'eligible projects' completed for Indian or global companies / organizations / governments	1. 2. 3. 4.	
3	<b>Public sector</b> - - Number of 'eligible projects' completed for with Indian <u>State Govt/ Central Govt</u> /public sector / PSUs/ CPSEs/ State level public enterprises	1. 2. 3. 4.	

The details of each case study for "Eligible Project" shall be submitted in format given in Appendix III-3b. Minimum number of case studies expected are given in Attachment-1 of Vol-2 General of Tender Document.



**Annexure -8**

**Format for Work Experience**

*Projects costing as per eligibility criteria or above only in last 5 07 (Seven) years.*

Project Title:		Location:	
Scope: (Give salient features of the work)		Address:	
Client:			
Client's Representative:		Tel.:	
Give the details of Length of relevant project experience-Sectoral Expertise in Metro Railway.			
Was an Indian Government standard form of contract used?		<input type="checkbox"/> Y	<input type="checkbox"/> N
Was an International standard form of contract used?		<input type="checkbox"/> Y	<input type="checkbox"/> N
Was the work carried out as alone?		<input type="checkbox"/> Y	<input type="checkbox"/> N
Was the work carried out as a member of a group?		<input type="checkbox"/> Y	<input type="checkbox"/> N
If a group, indicate percentage participation and areas of participation.			
Date of commencement of work _____		Date of completion of work _____	
Was the date of completion given in the original contract extended?		<input type="checkbox"/> Y	<input type="checkbox"/> N
If so, how much and why?			
Were any penalties imposed? If yes, give details		<input type="checkbox"/> Y	<input type="checkbox"/> N
Were any penalties imposed for Reasons other than delay. If yes, give details.		<input type="checkbox"/> Y	<input type="checkbox"/> N
		Was arbitration / litigation Commenced?	
		a) During execution	<input type="checkbox"/> Y <input type="checkbox"/> N
		b) After Completion of work	<input type="checkbox"/> Y <input type="checkbox"/> N
		c) During any other stage	<input type="checkbox"/> Y <input type="checkbox"/> N
		d) If answer to (a) or (b) is Yes, then give number of arbitration cases & details thereof.	
		Was litigation commenced?	<input type="checkbox"/> Y <input type="checkbox"/> N
		If yes, give details.	
<b>Awarded Contract Value</b>			
Contract value escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto twenty eight days before the latest date of Tender Submittal 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.			
<b>Details of works undertaken,</b>			
Were Quality Assurance obligations required in the contract?		<input type="checkbox"/> Y	<input type="checkbox"/> N
If Yes whether they were fulfilled?		<input type="checkbox"/> Y	<input type="checkbox"/> N
If not, why?			



SUMMARY OF INFORMATION PROVIDED IN ANNEXURE-8

Applicant's name .....

Date.....

Name of Applicant (each member in case of group)	Total Number of Works Each Costing more than Cost given in eligibility criteria	No. of contracts delayed, i.e., completed beyond the original date of completion	Total value of all works completed in the last <u>5 07 (Seven)</u> Years (cost as on <i>twenty eight days before the latest date of Tender Submittal</i> )

Contract value escalated at 5% per annum (for rupee costs) and 2% per annum (for foreign currency costs) upto 30.09.2020 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.





**1. General**

**1.1. Technical proposal should cover in detail the following:**

- a) The background and experience of the bidder firm including a list of past and present work of a nature similar to this project in the last ~~five (5)~~ 07 (Seven) years.
  - b) The general Approach and Methodology proposed for carrying out the services covered in the Terms of Reference, including such detailed information as deemed relevant, together with:
    - i. A detailed overall work programme and a bar chart indicating the duration and the timing of the assignment of each expert or other staff member assigned to the project.
    - ii. A clear description of the responsibilities of each expert staff member within the overall work programme.
  - c) The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.
  - d) Entire scope of work as mentioned in the Terms of Reference appended to this letter is required to be covered.
12. Selection of the consultant will be on Quality cum Cost Basis System (QCBS) and work will be awarded to the Shortlisted/Qualified Consultant/Group, who score highest points in Technical and Financial evaluation combined together. Technical evaluation will be done with respect to the qualifications of the consulting firms and the expert staff to be assigned to the work and to the quality of the proposals regarding approach and methodology. Bidder shall, therefore, not include in its proposal any information on the estimated costs or financial terms of your services. Any such mention of financial terms in the technical proposal will render the tender as invalid. Details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each are stated in the Evaluation Sheet.
13. It is desired that the bidder will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, evaluation of proposals will be rejected if it is determined that the consultant evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the contract in question. Bidders are required as a condition of admission to eligibility, to execute and attach to your proposal a Covenant of Integrity in the form indicated in Annexure-12 of ITC.
14. The financial proposal of the applicant(s) who has/have not been technically suitable shall be returned unopened to the applicants(s) concerned after finalizing the contract agreement.
15. 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.
- 2. Financial Proposal**
- Requirements of Financial Proposal are given under Para 1 to 6 of Volume-3 financial proposal.

