

**Name of the Project:** Selection of Consultant and Transaction advisor for Market Demand Assessment and Transit Oriented Development (TOD) for Metro Corridor in Pune Region

**Pre-bid Meeting Date & Time:** 30<sup>th</sup> January 2019, 11 AM

**Subject:** Pre-bid Meeting Clarifications

Sr. No.	Clause No.	Page No.	Clause	Query/Suggestion	Response from Maha-Metro
1.	3.2.1 (b)	15	The bidding Firm should have an average turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India of at least Rs. 100 crores.	Average turnover of at least INR 100 Cr. only from consulting assignments is very high. We request you to reduce it to INR 10 Cr. Or allow us to include turnover from consulting and transaction services (real estate brokerage) to reach INR 100 Cr. criteria	Please refer to Clause 3.2.1 (c) of the Revised RFP.
2.	3.2.1 (f)	15	The Consultant should have at least one non-tariff revenue enhancement experience in transportation sector in the last 5 years with any Government institutions in India	Please consider projects with 80% of payments received or invoices against final reports are raised as payments are often lagging after completion of the project or ~20% amount is kept in hand holding. Request you to allow us attach final invoices raised with work order as an alternative to completion certificate	Please refer to Clause 3.2.1 (g) of the Revised RFP.
3.	3.2.1 Note	15	The bidding firm is required to submit work orders / completion certificates as supporting documents for each of the projects quoted for eligibility and evaluation.	Request you to allow us attach final invoices raised with work order as an alternative to completion certificate as completion certificates cannot be provided by client during hand holding period.	Please refer to Clause 3.2.1 - Note (ii) of the Revised RFP.
4.	3.2.2	17	Legal Expert	Request you to allow formation of consortium with legal firm to undertake the scope of work as per the TOR pertaining to real estate expertise	Bidders are allowed to form consortium for participation in the bid.  Please refer to Clause 3.2.1 (a) of the Revised RFP.

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5.	Clause 3.2.1 (g)– Pre-qualification criteria	15	Bidders must note that no Consortium is allowed and all proposed experts must be associated with the bidding firm on a full-time basis for at least 3 months as on the date of submission of the bid. Consultant should submit copies of employment certificates along with EPF registration numbers for the same.	<p>Based on the scope of services detailed out in the ToR, we understand that the project will require a diverse group of expertise such as technical, financial and legal experts in particular. The combination of such experts is usually brought with an association of two consortium members which is an established practice in the consultancy domain. Especially, the Legal expert who is usually taken on-board as a freelancer. Hence, the stated clause should be revised as per below:</p> <p><i>“Bidders must note that only two Consortium members are allowed and all proposed experts must be associated with the bidding firm/consortium on a full-time basis for at least 3 months as on the date of submission of the bid, except the Legal expert which need not be on payroll of Lead/JV firm, can be taken as a freelancer.</i></p> <p><i>Consultant/consortium should submit copies of employment certificates along with EPF registration numbers for all Key Professionals except the Legal Expert.”</i></p>	Please refer to reply at Sr. No. 4 above
6.	Clause 5.2 (b) – Summary of costs Clause 6.4 – Payment schedules and	33	<p>“Phase IV –B for each successful transaction will be made as per the unit percent rate quoted and the actual land value/ concession value at that time of transaction closure”</p> <p>“Success fee would be calculated based on the total project cost arrived at by the Bidder in the Feasibility report and subsequently approved by the competent authority.”</p>	<p>There is a discrepancy on what basis the success fee will be calculated as two stated clauses specify different criteria. According to us, ideally the success fee shall be calculated based on the Total Project Cost arrived under respective Project Feasibility Report.</p> <p>Hence, Clause 5.2 (b) should be revised as per below:</p> <p><i>“Phase IV –B for each successful transaction, the success fee would be calculated based on the total project cost arrived at by the Transaction</i></p>	Please refer to Clause 5.2 Notes (V) & 6.4 Notes (a) of the Revised RFP.

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	timelines			<i>Advisor in the Feasibility report and subsequently approved by the competent authority."</i>	
7.	Clause 5.2 Note (ii) – Summary of costs	33	The OPE above shall include all costs except any cost relevant to international study tours required for this project. These study tours would require prior approval from the Employer and subsequently will be reimbursed on an actual basis, on submission of relevant bills.	It is understood that in case such requirement occurs then the MMRCL shall entirely bear their officials cost and reimburse the Consultants cost on an actual basis, on submission of relevant bills based on the prior approval from the MMRCL. Hope our understanding is correct.	Please refer to Clause 5.2. Notes (ii) of the Revised RFP.
8.	Clause 6.3 – Detailed scope of work	34	Work is proposed to be carried out in four phases: A. Phase I – Market Assessment Studies for Development of PCMC Metro Station B. Phase II – Market Assessment Studies for Development of all other stations C. Phase III – Study of Optimal TOD Mix along all the corridors stated below: i. Swargate to PCMC (14 stations) ii. Vanaz to Ramwadi (15 stations)  D. Phase IV – Transaction Advisory for property monetization (in-house properties in metro stations & land parcels available to MAHA-METRO)	It is our understanding that the tasks under Phase I are supposed to be focused on just one station i.e. PCMC Metro station and Phase II shall cover rest of the 28 metro stations under Line 1 & 2. Hence, there would be two separate reports for Phase I & II – kindly clarify our understanding. In addition, as per RFP, total 14 & 15 stations are specified under Line 1 & 2 respectively, however, the Pune Metro Rail website refers to total 14 & 16 stations under Line 1 & 2 respectively. Please clarify.	Please refer to Clause 6.3 of the Revised RFP.  Consultant shall conduct market assessment of the PMRP corridors to identify suitable sites for development as per the RFP.  Further the list of projects shall be discussed and finalized by the successful bidder in consultation with MMRCL.
9.	Clause 6.3.2 - Phase III – Study of	36	Study the influence zone and land parcels identified for physical characteristics and usage. Prepare feasibility report and Master Plan incorporating inter alia aspects of	It is understood based on the sub-tasks mentioned under this clause that the Consultants are supposed to prepare a Conceptual Master Plan consisting of conceptual drawings and layout	Please refer to Clause 6.3.2 (Scope of Work for Phase-I) of the Revised RFP.

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	Optimal TOD Mix along the metro corridors for the available land parcels		land use and optimum development mix.	for the proposed TOD facility based on the product-mix identified and finalized. Kindly clarify our understanding.	
10.	Clause 7.2.14 – Termination	48	<p><b>Termination By Consultant:</b>  The Consultant/ Firm may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.</p> <p>i. If the Employer fails to pay any monies due to the Consultant/ Firm pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant/ Firm that such Payment is overdue.</p> <p>ii. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant/ Firm may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant/ Firm's Notice specifying such Breach.</p>	We would kindly request the Authority to include the following in the clause: "The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."	Tender Condition Prevails.  Please refer to Clause 7.2.14 of the Revised RFP

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			iii. If, as the Result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days).		
11.	Clause 7.2.20 - Documents prepared by the Consultant/ Firm to be the Property of the Employer	52	<p><b>Documents Prepared By the Consultant / Firm to be Property of Employer:</b>  All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant/ Firm in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant/ Firm shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant/ Firm may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC. Any methodology/approach devised/used in the project shall remain property of consultant. Any information, advice, recommendations or other content of any reports, presentations or other communications submitted by the Consultant/ Firm, other than Employer Information, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's board of directors, its audit</p>	We would request if the Authority can consider for the Documents Prepared By the Consultant / Firm to be Property of the Consultant:	Tender Condition Prevails.  Please refer to Clause 7.2.20 of the Revised RFP.

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			committee, or its statutory auditors and not for disclosure externally outside the Employer's organization.		
12.	New Clause	-	We would kindly request the authority to include the following clause in the draft agreement:	"The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."	Tender Condition Prevails.
13.	3.2.1 b	15	b) The bidding Firm should have an average turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India of at least Rs. 100 crores. The Bidding Firm should submit certificate from a Chartered Accountant along with audited financial statements for last 3 financial years.	Requesting the authority to lower the financial capability average turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India from at least INR 100 crores to at least INR 50 Crore	Please refer to clarification provided at Sr. No.1 of this document.
14.	3.2.1 g	15	g) Bidders must note that no Consortium is allowed and all proposed experts must be associated with the bidding firm on a full time basis for at least 3 months as on the date of submission of the bid. Consultant should submit copies of employment certificates along with EPF registration numbers for the same.	Requesting the authority to allow formation of consortium or allow sub consultancy of the work	Please refer to clarification provided at Sr. No.4 of this document.
15.	3.2.2	16	Project Director cum Team Leader Length of Exp. - 15 years Basic Qualification: MBA /C.A./ CFA	Project Director cum Team Leader – Requesting the authority to kindly include master's in planning (Urban/Housing/Infrastructure) as Basic Qualification Criteria	Please refer to Clause 3.2.2 (Minimum Qualification Criteria for Cvs) Sr. No. i of the Revised RFP

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16.	3.2.2	16	Length of Exp. -10 years Basic Qualification: Graduate with PG degree in management	PPP Expert – Requesting the authority to kindly lower the length of experience from 10 years to 8 years and include master's in planning (Urban/Housing/Infrastructure) as Basic Qualification Criteria	Please refer to Clause 3.2.2 (Minimum Qualification Criteria for Cvs) Sr. No. v of the Revised RFP and clarification provided at Sr. No.4 of this document.
17.	3.2.2	16	<b>Evaluation criteria for Key professional</b>	Requesting the authority to kindly clarify is projects undertaken in previous organization can be considered as eligible projects for Team qualification & experience along with required documentation	Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the bidding firm, or that of the bidding firm's Associate(s), but can be claimed by the individuals themselves in their CVs.
18.	Section 1: Letter of Invitation,	6	Last date for submission of proposal (proposal due date)	It is requested to provide at least three weeks' time for submission from date of issuance of response to pre-bid queries.	Tender Condition Prevails.  Please refer Section -1 Letter of Invitation of the Revised RFP
19.	Section 1: Letter of Invitation,	7	ii. Consultant can access Tender documents on the website, fill them and submit the completed Tender document into electronic Tender on the website <a href="http://ww.mahametrorail.etenders.in">ww.mahametrorail.etenders.in</a> after submitting the EMD and Tender processing fee in the form of e-payment. a) EMD amount is INR 60,000/- (INR Sixty Thousand Only) b) Tender Processing Fee is INR 10,000/- (INR Ten Thousand Only) Plus 18% GST	We understand the EMD has to be provided in form of RTGS. It requested to consider Demand Draft/ Cheque for deposit of EMD and Tender Processing Fees instead of RTGS. If acceptable, also please confirm legal name of the client entity in favor of which these documents will be drawn.	Tender Condition Prevails.  Please refer Section -1 Letter of Invitation of the Revised RFP

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			c) EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.		
20.	Section 1: Letter of Invitation,	7	vi. A successful bidder will have to execute an agreement with MAHA-METRO within 28 days upon receipt of Letter of Appointment. The work shall be commenced from the date of issue of LOA, failing in such cases action will be taken to get the work executed through alternate agency.	It is requested to consider the commencement of work from date of signing of the agreement and not receipt of Letter of Appointment.	Tender Condition Prevails.  Please refer Section -1 Letter of Invitation of the Revised RFP
21.	Section 1: Letter of Invitation,	7	vii. The successful bidder shall provide within 15 days of issuance of Letter of Intent by MAHA-METRO, a Performance Bank Guarantee equal to 10% of the financial quotation of the successful bidder, failing which MAHA-METRO shall have the right to cancel the Letter of Intent and invite the next bidder with the highest composite score for negotiations.	It requested to clarify the form (Demand Draft/ Cheque / Fixed Deposit/ Bank Guarantee) in which the Performance Guarantee will be submitted, and the legal name of the client entity in favor of which it will be drawn.	Please refer to Form 3I of the Revised RFP
22.	3.2 Eligibility and Evaluation Criteria, 3.2.1 Pre-qualification criteria	15	c) The bidding firm should have minimum 10 years of experience of providing consulting services to government sector clients in India	It is requested to clarify whether submission of documentary evidence like Work Order / Contract Agreement / Completion Certificate of few consultancy assignments undertaken before 10 years will suffice to fulfill this criterion.	Consultant shall provide necessary information as per Form 3K of the Revised RFP.



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23.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, 3.2.1 Pre-qualification criteria,	14	d) The bidding firm should be a company under the companies act or a partnership firm registered in India or a proprietary firm.	Deloitte is a Limited Liability Partnership entity registered under 'The Limited Liability Partnership Act, 2008'. Similarly, various other consulting firms are registered in India under this Act. It is requested to also allow entities registered under Limited Liability Partnership Act 2008.	Firms registered under Limited liability Partnership Act are eligible for participation.
24.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, 3.2.1 Pre-qualification criteria,	15	b) The bidding Firm should have an average turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India of at least Rs. 100 crores. The Bidding Firm should submit certificate from a Chartered Accountant along with audited financial statements for last 3 financial years.	It is requested to consider certificate from Chartered Accountant only as a proof and waive off the requirement of submission of audited financial statements.	Tender Condition Prevails.  Please refer to Clause 3.2.1 (c) of the Revised RFP
25.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation	15	c) The bidding firm should have minimum 10 years of experience of providing consulting services to government sector clients in India	It is requested to clarify whether submission of documentary evidence like Work Order / Contract Agreement / Completion Certificate of few consultancy assignments undertaken before 10 years will suffice to fulfill this criterion.	Please refer to reply at Sr. No. 22 of this document

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	on Criteria, 3.2.1 Pre-qualification criteria,								
26.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, 3.2.1 Pre-qualification criteria,	15	g) Bidders must note that no Consortium is allowed and all proposed experts must be associated with the bidding firm on a full time basis for at least 3 months as on the date of submission of the bid. Consultant should submit copies of employment certificates along with EPF registration numbers for the same.	We understand that this condition may have been put to ensure that the bidding firm has control over all the team members. However, management consultancy firms (incl. ours) do not have in-house legal expert owing to the firm's construct. Hence, it is requested to allow the position of Legal Expert be met through sub-consultant (firm/ individual) to allow participation.	Please refer to clarification provided at Sr. No. 16 of this document.				
27.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, 3.2.2 Technical evaluation	15	<table border="1"> <tr> <td>II</td> <td>Experience</td> </tr> <tr> <td></td> <td>Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 5 years 1 Relevant project – 5 marks 2 Relevant projects – 10 marks 3 Relevant Projects or more – 15 marks</td> </tr> </table>	II	Experience		Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 5 years 1 Relevant project – 5 marks 2 Relevant projects – 10 marks 3 Relevant Projects or more – 15 marks	It is requested to clarify whether the projects under category II and III can overlap or they should be mutually exclusive. e.g. If there are three metro rail/ railway projects which meet the criteria for category III as well as for category II. Would they be considered for both categories or not?	Projects to be evaluated shall be exclusive for Sr no II and III.  Please refer Clause 3.2.2 (Pre-qualification criteria) Note at Sr. no. iii of the Revised RFP.
II	Experience								
	Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 5 years 1 Relevant project – 5 marks 2 Relevant projects – 10 marks 3 Relevant Projects or more – 15 marks								

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	on criteria		III	Experience of working with metro rail corporations/ Railways in last 10 years in India on similar non fare box revenue assignments 1 project – 5 marks More than one project – 10 marks		
28.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, Minimum Qualification Criteria for CVs,	16	Project Director cum Team Leader	<p>Length of Exp. - 15 years</p> <p>Basic Qualification: MBA /C.A./ CFA</p> <ul style="list-style-type: none"> <li>Should have post-qualification experience of managing at least 5 consulting assignments in the transport sector during the last 5 years across the areas of market assessment/ feasibility / strategy / transaction advisory etc.</li> <li>Out of these atleast 1 assignment should be in the rail sector involving enhancement of non-fare box</li> </ul>	<p>Various institutes in the field of Management education offer varied nature of qualification like MBA / Post Graduate Diploma in Management (PGDM) / PGPM, which are all equivalent to MBA. Hence, it is requested to consider MBA or equivalent as a qualification for this position. We understand that experience related to enhancement of non-fare box revenue sources for Railways/ Metro Rail both will be considered. Request you to please confirm.</p>	<p>Accepted.</p> <p>PGDM or equivalent certificate issued by recognised university/Institute under the statute or governing regulations shall be allowed.</p> <p>Please refer Clause 3.2.2 (Minimum Qualification Criteria for CVs) of the Revised RFP.</p>

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					revenue sources.		
29.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, Minimum Qualification Criteria for CVs	16	Project Manager cum Real Estate Expert	Length of Exp. - 12 years Basic Qualification: Masters in Architecture/ Urban Planning/ Infrastructure Planning/ Civil/ Management	<ul style="list-style-type: none"> <li>Should have post-qualification experience working on at least one rail project in non-fare box revenue enhancement.</li> <li>Should have post-qualification experience working on market and demand assessment studies in the real estate sector</li> </ul>	<p>Professionals working in the field of real estate come from various educational backgrounds and it is the experience of having worked in the field for a number of years, which is of greater importance in such engagements, as against just the educational qualification.</p> <p>We would like to submit that in addition to qualifications of Masters in Architecture / Urban Planning / etc, MBA is a relevant qualification for this position. Hence, it is requested to consider MBA or equivalent also as a qualification for this position.</p> <p><input type="checkbox"/> We further request to allow the position of Real Estate Expert to be met through sub-consultant (firm/ individual) to allow participation.</p>	Tender condition prevails.
30.	Section 3: Data Sheet, 3.2 Eligibility and Evaluation Criteria, Minimum	16	PPP Expert	Length of Exp. - 10 years Basic Qualification: Graduate with PG degree	<ul style="list-style-type: none"> <li>Should have post-qualification experience of working on completed PPP projects including feasibility</li> </ul>	<p>Various institutes in the field of Management education offer varied nature of qualification like MBA / Post Graduate Diploma in Management (PGDM) / PGPM, which are all equivalent to MBA. Hence, it is requested to consider MBA or equivalent as a qualification for this position.</p>	Please refer to clarification provided at Sr. No. 28 of this document.

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	m Qualific ation Criteria for CVs			in manage ment	studies, project structuring and transaction advise in development of at least 2 urban transport projects, of which one should be of urban rail.		
31.	Section 3: Data Sheet, 3.2 Eligibilit y and Evaluati on Criteria, Minimu m Qualific ation Criteria for CVs	16	Financi al Expert	Length of Exp. - 5 years Basic Qualific ation: MBA/CA /CFA/	Should have post- qualification experience of working on financial modelling for atleast 3 infrastructure Projects	Various institutes in the field of Management education offer varied nature of qualification like MBA / Post Graduate Diploma in Management (PGDM) / PGPM, which are all equivalent to MBA. Hence, it is requested to consider MBA or equivalent as a qualification for this position	Please refer to clarification provided at Sr. No. 28 of this document.
32.	Section 7.2 II. General Conditio ns of Contract , 7.2.18 Insuranc	51	The Consultant/ Firms (a) shall take out and maintain, and shall cause any Sub Consultant/ Firms to take out and maintain at their (or the Sub Consultant/ Firm's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in			We would like to clarify that Our Firm has appropriate and required insurance policy covering all important aspects (employees, Professional Liability etc.). It provides adequate health and accident cover to all its employees. It also has adequate risk coverage insurances. Hence, it is requested to consider these coverages of the firm under this obligation instead of coverage at client's terms and conditions.	Tender Condition Prevails.

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	e to be taken out by the Consultant/ Firm		the SC; and (b) 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 have been paid.		
33.	Section 6.3.1 Terms of Reference: Willingness to pay study	35	"The consultant shall conduct a market study and an opportunity assessment including a <b>willingness to pay</b> study to establish an understanding....."	The willingness to pay study involves extensive consultations with various customer segments. While the coverage of such consultations must be comprehensive, we would like to check if Maharashtra Metro Rail Corporation has any expectation of the minimum sample size for such consultations especially for retain customer segment.	Please refer to Clause 6.3.2 (Scope of Work for Pahse-1) of the Revised RFP.
34.	Section 6.3.1 Terms of Reference: Rehabilitation and Resettlement	35	Consultant shall identify suitable R&R issues pertaining to the sites & identify key issues and significance of such issues in overall implementation of the project	The scope requires identification of key issues which may have adverse impact on the Revenue maximization and assessment of the extent of such impact. In this context, detailed R&R mitigation study are outside the scope of consultant. Please reconfirm.	The successful Bidder shall be required to identify any possible relevant R&R issues with respect to development of a particular site especially in terms of accessibility, connectivity, feasibility etc. of the respective location.  Please refer to Clause 6.3.1 & 6.3.2 of the Revised RFP.

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35.	Section 6.3.1 Terms of Reference: Tentative Duration of Phase 1 and Phase 2	35	Submission of Market Assessment Report in 12 weeks from award	We would like to submit that given the extensive nature of market consultations for all stations and their catchment areas, atleast 16 weeks must be provided from the date of approval of inception report	Please refer to Clause 6.3.2 of the Revised RFP.												
36.	Section 6.4 Payment Schedule and Timelines	40	<table border="1"> <tr> <td>Inception Report</td> <td>Within 2 weeks from award</td> </tr> <tr> <td>Market Assessment Report</td> <td>Within 12 weeks from award</td> </tr> <tr> <td>Draft Feasibility Reports</td> <td>Within 12 weeks from approval of Market Assessment Report</td> </tr> <tr> <td>Final Feasibility Reports</td> <td>Within 14 weeks from approval of Market Assessment Reports</td> </tr> <tr> <td>Draft Bidding Documents</td> <td>Within 4 weeks from approval of Feasibility Reprot</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Inception Report	Within 2 weeks from award	Market Assessment Report	Within 12 weeks from award	Draft Feasibility Reports	Within 12 weeks from approval of Market Assessment Report	Final Feasibility Reports	Within 14 weeks from approval of Market Assessment Reports	Draft Bidding Documents	Within 4 weeks from approval of Feasibility Reprot			The assignment prescribes stringent timelines which can only be met in context of time bound review and approval process for such reports. In this context, it requested that client must provide all the comments within 2-3 weeks of submission and same may be clearly mentioned in the timeline schedule. This is critical to ensure that the project is completed within desired timelines of Maharashtra Metro Rail Corporation	<p>Tender Condition Prevails.</p> <p>The competent Authority shall endeavour to accord approval to the various deliverables of the Project within timebound manner subject to quality and compliance of the deliverables to the ToR and other terms &amp; conditions of the RFP.</p> <p>Please refer Clause 6.4 of the Revised RFP.</p>
Inception Report	Within 2 weeks from award																
Market Assessment Report	Within 12 weeks from award																
Draft Feasibility Reports	Within 12 weeks from approval of Market Assessment Report																
Final Feasibility Reports	Within 14 weeks from approval of Market Assessment Reports																
Draft Bidding Documents	Within 4 weeks from approval of Feasibility Reprot																
37.	3.2.2	16	Minimum Qualification Criteria for CV's Project Director Cum Team leader Basic Qualification : MBA / CA / C.F.A	Team leader should be MBA / CA / C.F.A or team leader should have qualification Urban planner / Architech / Town planner / Civil / Management, since its infra project	Please refer Clause 3.2.2 (Minimum Qualification Criteria for CVs) at Sr. No. i of the Revised RFP.												

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38.	3.2.2	17	Minimum Qualification Criteria for CV's Legal Expert Basic Qualification : Graduation in Law	As per Clause 3.2.1 g states, no Consortium is allowed, however as a Real Estate Consulting firm, providing legal advice / legal opinion is against Applicable law Please clarify	Please refer to clarification provided at Sr. No. 16 of this document.
39.	5.2	33	Summary of Cost	Is financial quote to be provided for all the parameters as per summary of cost or it will be one single quote. Please clarify	Please refer Clause 5.1 & 5.2 of the Revised RFP.
40.	6.4	40	Payment Schedule and timelines	Payment milestone for Phase 1 and Phase 2 is total of 40% of quoted fees of Phase 1 and Phase 2 Payment milestone for Phase 3 is total of 60% of quoted fees of Phase 1 and Phase 2 Fees quoted for Phase 3 is not considered in payment milestone Please clarify	Please refer to Clause 6.4 of the Revised RFP.
41.	Clause 3.2.1	15	Prequalification Criteria Consultant should not be black listed at any instance in the past 3 years anywhere in India	We request the authority to please clarify whether self-attested certificate would be accepted.	Please refer to Clause 3.2.1 (f) & Form 3J of the Revised RFP.
42.	3.2.1	15	The bidding firm is required to submit work orders / completion certificates as supporting documents for each of the projects quoted for eligibility and evaluation.	We request the authority to please allow 80% completed projects for eligibility and evaluation	Refer Sr no. of 2 of this document above.
43.	3.2.2	15	Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 5 years	We appreciate the emphasis being accorded to the relevant experience of the firm. However, we request you to consider projects for the last 10 years. We suggest the following revised clause- Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 10 years	Please refer to Clause 3.2.2 (g) of the Revised RFP.



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44.	3.2.2	15	<p>i. Experience of non-tariff related revenue enhancement projects in transportation sector in India in the last 5 years</p> <p>ii. Experience of working with metro rail corporations/ Railways in last 10 years in India on similar non-fare box revenue assignments</p>	<p>We would like to like to highlight we have undertaken various assignments with many Government organisations like RITES, where we have assisted them in similar projects.</p> <p>In light of the above point, we request you to please consider such projects for evaluation.</p>	<p>Projects undertaken by the Bidding Firm on sub-consulting basis (As sole Bidder) wherein the Employer is a Government PSU and the primary client is also a Govt. PSU shall be eligible provided the Bidding Firm can provide necessary supporting documents to this effect.</p> <p>Please refer to Clause 3.2.2 (Technical Evaluation Criteria) Notes at Sr. No. ii of the Revised RFP.</p>						
45.	3.2.2		<p>Minimum qualification criteria for CV Project Manager cum Real Estate Expert  Length of Exp. -12 years  Basic Qualification:  Masters in Architecture/ Urban Planning/ Infrastructure Planning/ Civil/ Management</p>	<p>We would like to highlight that the key position and the required education qualification don't match. These are two different expertise.</p> <p>Request the authority to consider the following –</p> <table border="1"> <tbody> <tr> <td>i)</td> <td>Project Director cum Real estate expert (Team leader)</td> <td>MBA/Post graduate in Project Management or equivalent</td> </tr> <tr> <td>ii)</td> <td>TOD Expert/ Urban Planner</td> <td>Masters in Architecture/ Urban Planning/ Urban Design/Infrastructure</td> </tr> </tbody> </table>	i)	Project Director cum Real estate expert (Team leader)	MBA/Post graduate in Project Management or equivalent	ii)	TOD Expert/ Urban Planner	Masters in Architecture/ Urban Planning/ Urban Design/Infrastructure	<p>Please refer to Clause 3.2.2 (Minimum Qualification Criteria for CVs) Sr. No. i &amp; ii of the Revised RFP.</p>
i)	Project Director cum Real estate expert (Team leader)	MBA/Post graduate in Project Management or equivalent									
ii)	TOD Expert/ Urban Planner	Masters in Architecture/ Urban Planning/ Urban Design/Infrastructure									

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				Planning/ Civil/ Management	
46.	3.2.2	15	Legal Expert Length of Exp. -10 years Basic Qualification: graduation in Law	We request the authority to please allow freelancer/sub consultancy for this position.	Tender condition prevails.
47.	3.2.2	15	Team Qualification & Experience <b>Legal Expert</b>  Bidders must note that <b>no Consortium is allowed and all proposed experts must be associated with the bidding firm on a full time basis for at least 3 months as on the date of submission of the bid.</b> Consultant should submit copies of employment certificates along with EPF registration numbers for the same	Request the Authorities to allow the Legal Expert to be taken as a Sub Consultant since the Consultants do not have in-house legal expert. Legal experts are generally used from the pool of experts associated with the consulting firm. They are not on the payrolls of the Consultants firm.	Tender condition prevails. Bidders can associate with Legal firms in a joint venture. Please refer to Clause No. 3.2.1 (a) of the Revised RFP.
48.	3.2.2	15	Team Qualification & Experience	Request for inclusion of "Tax Expert" as a part of the proposed key expert. As significant quantum of work is envisaged for tax advisory. It is suggested that the expert be on the payrolls of the company and can be a CA/CFA with 10 years of experience in transaction based deals.	Tender Conditions Prevails.
49.	Section-5	32 & 33	Our attached Financial Proposal is for the sum of [ <i>Amount in Words and Figures</i> ]  <i>Summary of Costs</i> <i>Phase – IV B (Bid Process Management &amp; Transaction Advisory)</i> <i>Unit – {Percent to be quoted}</i>	v It is suggested that the following option can also be considered for arriving at the Cost summary for Phase –IV B Transaction  Option – Delinking of success fee & Defining a fixed fee for Phase – IV B (Bid Process Management & Transaction Advisory)	Tender Condition Prevails

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			<p><i>Total – Amount to be quoted based on the assumption of Rs. 200 Crore as total transaction value</i></p>	<ol style="list-style-type: none"> <li>1. The Consultant will quote a lump sum fee for this stage. That lump sum fee will be divided among 10 sites i.e if lump sum fee is Rs. 1 Crore then Rs. 10 lakh will be the fee for each RFP</li> <li>2. The payment schedule for Phase IV – B can be made in 3 stages: <ol style="list-style-type: none"> <li>a. 25% on issuance of pre-bid query</li> <li>b. 50% on issuance of LOI to the preferred bidder</li> <li>c. 25% on signing of the Concession Agreement</li> </ol> </li> <li>3. Incase during the 1<sup>st</sup> transaction, if only 5 properties are closed out of 10 properties, then proportionate amount for these 5 transactions will be paid to the Consultant.</li> <li>4. Incase the remaining 5 properties are again taken up for 2<sup>nd</sup> time bidding, the Consultant again needs to issue the pre-bid query and carry out the Bid Process Management &amp; Transaction Advisory. For this effort, the payment will be made for 5 properties and further if the transaction is closed successfully the remaining 75% of the fee will be paid for 5 properties. <ol style="list-style-type: none"> <li>d. (Note – For every bid process done by a Transaction advisor there is an effort of 2 months, Incase there is an unsuccessful transaction the effort needs to be repeated again, in the view of the same it is suggested that</li> </ol> </li> </ol>	

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				the payment be delinked with success fee component.)	
50.	6.3	34	Section 6 – Terms of Reference 6.3 Detailed Scope of work B. Phase II – Market Assessment Studies for Development of all other stations	Request the authorities to clarify the stations mentioned in the Scope of work	Please refer clause No.6.3.1 of the Revised RFP and clarifications provided at Sr. No. 8 of this document.
51.	6.3.1	36	Section 6 – Terms of Reference 6.3.1 Phase I & II – Market Assessment Studies for Real Estate at stations R&R Consultant shall identify suitable R&R issues pertaining to the sites & identify key issues and significance of such issues in overall implementation of the project	It is understood that Authority will provide the data to the Consultant for the R&R scope of work	Consultant shall identify R&R issues as a part of the feasibility studies.  Available data facilitation shall be provided by the Authority or its designated representatives.
52.	3.6.1	36	Section 6 – Terms of Reference Phase III – Study of Optimal TOD Mix along the metro corridors for the available land parcels  Study the influence zone and land parcels identified for physical characteristics and usage. Prepare feasibility report and Master Plan	Request the authorities to clarify if the conceptual drawings and layout has to be prepared for all the stations.  The scope of work envisaged includes inputs from the Technical Consultants (Architects). Request the authorities to allow the Technical Partner as part of the Consortium or sub-contracting for Technical inputs.	Please refer to Clause 3.2.1 (a) of the Revised RFP.

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			<p>incorporating inter alia aspects of land use and optimum development mix.</p> <p><b>D. Feasibility Assessment and Implementation Strategy</b> Prepare conceptual drawings and layout for the proposed facility based on the product mix identified and finalized by the Bidder</p>		
53.			<p>Phase III – Study of Optimal TOD Mix along the metro corridors for the available land parcels</p> <p>Analyze the existing land use, site conditions and ownership of available land parcels for ToD Based on Existing Land Use map the Consultant will carry out SWOT Analysis from the socio-economic viability standpoint</p>	It is understood that Authority will provide data for existing land use, ownership of available land parcels and the land use map for analysis	<p>Consultant shall be responsible for requisite data collection required for the study from the concerned authorities.</p> <p>MMRCL shall provide all the available information with its office for the particular sites to the selected bidder.</p>
54.	3.6.1	37	<p><b>B. Real Estate Trends, Proposed Development and Land Value</b> Identification of vacant/unused land parcels within 500 m of Metro Station entry point or such land parcels which are seeking redevelopment and are owned by MAHA-METRO, PMC, PCMC, PMRDA or any other government agencies</p>	It is understood that Authority will provide the data for the inventory of land parcels within 500 m of Metro station or will provide us the base map/satellite imagery to determine the same.	MMRCL shall provide all the available information with its office for the particular sites to the selected bidder. The Bidder shall conduct a reconnaissance survey in the nearby vicinity along the corridor (influence zone) and identify any vacant/ under ownership of government PSU land parcels or private

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					ownership which are suitable to enhance the feasibility of the given sites further.
55.		7	Bidder should attach all the scanned copies of documents pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (also all scanned copies should be visible and should have clarity)	Request the client to clarify the mode of submission of the Technical and the Financial Proposal. Is Hard copy of the same also to be submitted to the Authority?	No hard copy submission.  Bidders are requested to go through the RFP document for detailed understanding of the submission process
56.		28	Power of Attorney	Request the authorities to clarify if Board Resolution can be accepted instead of Power of Attorney	Tender Conditions Prevail.
57.	7.2.17	50	The Consultant/ Firm, his Sub Consultant/ Firms, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, 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	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.  Further, 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.	Tender Conditions Prevail.  Consultant can use the work order/ contract agreement signed between the MMRCL and the bidder for showcasing or citation purposes for participation in tendering purposes only.
58.	7.2.20	52	<b>7.2.20 - Documents prepared by the Consultant/ Firm to be the Property of the Employer</b>	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Tender Conditions Prevail.

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			All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant/ Firm in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant/ Firm shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof.		
59.	7.2.16	49	<b>Conflict of Interest</b>	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.	Tender Conditions Prevail.
60.	7.2.18	52	7.2.18 - Insurance to be taken out by the Consultant/ Firm read with 1.8 The Risks and the Coverages shall be (Page – 57)	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,	Tender Conditions Prevail.

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				this project will also be covered under that insurance. We hope that should suffice. Please confirm.	
61.	7.2.14	49	Termination	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract. Please also confirm clause references. 2.7;.2.3 and 3.3 are not part of RFP	Tender Conditions Prevail.
62.			We request the following clarification 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.		Tender Conditions Prevail.
63.			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		Tender Conditions Prevail.



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			<p>us well in time. You may consider including the below 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>		