PRE-BID Queries

Name of Tender: General Consultant for Bengaluru Suburban Railway Project (BSRP)Date: 04.05.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
1	General, page 113-183	TOR	We understand that the terms of reference are missing from the tender documents. Please confirm	Included by Corrigendum-1 issued on 16.4.21
2	4.4 (b), Section 1, page 24 6 (b), Section 3, page 68	Any previous contract of the bidder or any of its constituents had been terminated for bidder's failure of part terminated for its failure as a JV/Consortium partner with forfeiture of its full Performance security, by Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Govt. of India and its PSUS/Govt. of Karnataka and its PSUS at any time starting from 3 years before the deadline for submission of bids and upto one day before the date of price bids. Any previous contract of the consultant had been terminated, for consultant's failure by Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) or Govt. of Karnataka (GOK) or PSU of GOK, or MOR or a PSU of MOR at any time starting from 2 years before the deadline for submission of proposals, and upto one day before the date of opening of financial proposals	It means there is a discrepancy between the two clauses. We request you to kindly amend the same. Please confirm	Please read revised clause 6(b), section 3, page 68 Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
3	41.1, Section 1, page 45	The successful bidders shall have to submit a Performance Guarantee (PG) within twenty-one (21) days from the date of issue of LOA. Extension of time for submission of PG beyond 21 days upto 60 days from the date of issue LOA may be given by the authority who is competent to sign the contract agreement	We request the client to kindly allow 45 days to submit the Performance Guarantee in view of current COVID-19 scenario and limited working staff in the banks Please confirm	Existing Clause prevails.

JAMPALA SREENIVASULU
Digitally signed by JAMPALA SREENIVASULU
Date: 2021.05.17 14:07:10 IST

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
4	ITB 4.1 (e), page 48	NON-SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM (i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 25% participation will be termed as non substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 25% or more percentage participation shall be termed as substantial partner (iv) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the bidder shall be treated as non-responsive. (v) The bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the MoU for JV/JV agreement submitted as per Form JV/4 and JV/5, providing clearly that any abrogation/subsequent re assignment of any responsibility by any substantive/non-substantive partner of V/Consortium in favor of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Client) from the one given in MOU/JV agreement at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' as the case may be and acted accordingly.	The existing clause (i) to (v) are suitable However, an additional requirement may please be introduced as follows: (vi) Each substantial member of the JV/consortium must have experience of completed "similar work" of value as per clause 1.2 (A&B) in case of non-substantial partner, the partner must have experience of at least one completed metro project (elevated or elevated and underground) involving railway or modern rail-based Mass Rapid Transit System (excluding LRT/TRAM/Monorail systems) as Project Management Consultant or Independent Engineer for works like preliminary/detailed designs, framing specifications including inspection, safety and quality, Operation and Maintenance" (Source: MMRDA Metro GC, Year – 2020) This is inline with other GC RFP where every member of the building consortium must have experience on Railway/MRTS/LRTS projects	Corrigendum Issued in para in section-2(BDS), Clause 4.1(e) and section 3, clause 2.1.1 (c). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

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5	ITB 19.1, Section 2, page 50	The Bidder should submit along with the bid, Bid-Security as mentioned in the notice for invitation of Bids.	As per the recent Government of India circular No.F.9/4/2020-PPD, Government of India, Ministry of Finance department of Expenditure, Procurement policy Division (a copy is attached with our queries), bid security has been removed at the provided by the consultants. This is currently being implemented by all Metro/Rail authorities. Please confirm	Bid declaration form (BDF-1) issued as per para ITB- 19.1 of section-1. Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
6	2.1.1, section 3, page 55	Minimum Eligibility Criteria	We understand that minimum eligibility criteria need correction and it should be as follows: (i) At least one “similar work” of value 121,65,84,900/- or more Or (ii) At least one “similar work” of value 81,10,56,600/- or more Or (iii) At least one “similar work” of value 60,82,92,450/- or more Please confirm	Correction already issued Vide Corrigendum -1, dated 16.4.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
7	2.1.1.8, Section 3 page 56	Similar works: The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning".	The lead member of GC is required to demonstrate adequate experience of "Similar work" both in their home country and internationally. This is to ensure that GC **Member are competent and have necessary experience working outside their home country**. Hence "Similar work" definition may be amended as follows and as included in recent GC RFP The above Similar consultancy work of value as clause under 2.1.1.B (i)/(ii)/(iii) has been done by the foreign partner of JV/Consortium and was done in the country of the foreign partner then in addition to this work, the foreign partner must have done at least one similar Consultancy work outside the country of the foreign part6ner (Source): i. NCTRC RRTC GC RFP, Year 2020 (Also in previous GC RFP) ii. MMRDA Metro GC RFP, Year 2020 (Also in previous GC RFP)	Existing conditions shall prevail.
8	Notes to 2.1.1. Section 3, page 56	For completed works, value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. The approved exchange rate copy of the RBI (Reserve Bank of India) should be attached with the tender. In case of works in foreign currency the effect of inflation is considered as included as the exchange rate prevailing 28 days before tender submission is being considered for conversion to	We request the client to kindly provide a fixed date for conversion rates (ex. RFP publishing date). In case of any extension in the deadline for submission of proposals, various forms requiring currency conversion gets changed which requires CA certification which is long and tedious process Please confirm	Corrigendum Issued in para in section-2.1.1 notes bullet 3 of section 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		Indian Rupees,		
9	2.3 (B), section 3, page 59	Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50 and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard	Please clarify how this is applicable to consultancy works as we understand this clause is only applicable to contractors	Existing conditions prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
10	3A, section 3, page 62	Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks Below ₹500 Crores proportionate score	We are requesting you to please modify this criterion as follows (for both completed/substantially completed/Ongoing assignments in Railway/Metro/Suburban railway projects) Cumulative fee received in GC/PMC/DDC assignment in the past three years by the firm in India - **250 crores** and above – 10 Marks - **Below 250** crores proportionate score Very few companies, one or two companies will have met this criterion of 500 crores for GC/PMC/ projects in India Hence, we request you to reduce the criteria	Corrigendum Issued in para 3A of section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
11	3B, Section 3, page 65	Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	In Govt. organization, especially Indian Railways, the experts get transferred from one project to another on a regular basis due to their departmental policies. Hence, it is almost impossible to source experts who full this requirement. We request the client to kindly remove this requirement, of completion of one project from start to commissioning Alternatively, if may be considered that the concerned expert must have been in a similar project for atleast 2 years either including the start or the commissioning of the project Considering systems-based positions (ex. Traction, S&T, Etc.) are on a project for 2 years Please confirm	Corrigendum issued in para 3B, Note-2 and in the S.No. (b(i), b(ii), c & e) of the marking criteria in section 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
12	3B, Section 3, page 65	Experience in Railway/Metro/Suburban infrastructure Project's implementation of at least 20 years at various levels (personnel with experience of less than 20 years will not be awarded any points)	Please consider total experience of 20 years in Infrastructure projects, since its already mentioned that the relevant experience is 7 Years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Projects (s). Hence, the requirement of relevant experience should be limited to this. Please confirm	Please refer reply to Item no.11.
13	3B, Section 3, page 65	Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at S. No. 1,2,3,4,7,10,12,13,14 and 18. 1. Experience of 7 years or more full marks. 2. Experience below 7 years proportionately WRT the number of years of experience	Most of the experts are working on METRO/DFCC or major new greenfield projects where such conditions do not prevail We feel this requirement is not reasonable and doesn't need any experience vis-à-vis proposed key staff experience or qualification	This is peculiar requirement for the works, as the work involves working near/and / or/ above the Indian Railway Track. Hence this qualification is essential. However the experience will be required only for Key personnel at S.No. 1,2,7,12, and 14. Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
14	3C, Section 3, page 66	The staff whose expertise is being taken for institutional competency scoring should have a minimum Undergraduate degree in Engineering in the relevant field and should have a at least 20 years or more of experience in Metro/Railway/Suburban Railway Projects. If any individual does not possess the minimum qualifications that individual will not be considered for scoring	We request the client to kindly amend this requirement as having 20 complete years in Metro/Railway/Suburban Railway projects is not practical as there would not be in house experts with any consulting from fulfilling this requirement. This should be further modified as 15 years of total experience and 7 years of relevant experience in Metro/Railway/Suburban Railway projects Please confirm.	Existing condition prevails

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15	Section 4, page 79	From POA-1	Due to COVID-19 pandemic scenario globally and many countries under lockdown, we request the client to kindly consider General POA issued to the authorized signatory against this requirement. Please confirm	Existing Clause prevails.
16	Section 4, page 92 and 94	From 3A & 3B (iv) Foreign Applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2016, 2017, 2018, 2019, 2020.	We request the client to kindly consider last 5 years as 2015,2016,2017,2018 and 2019 in case of Foreign applicants as their 2020 balance sheet shall get audited by Aug 2021. Please	If final accounts for 2020 is not available then the Provisional data certified by the auditor is acceptable.
17	30 (ii), Section 7, page 220	Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the Employer.	The total substitutions allowed and penalties are way beyond reasonable limits. The consultants are not able to retain its employers due to reason quoted by the respective experts. Hence, we request you to remove this clause as the Consultant shall be providing an equal or better CV for each replacement. The penalty should be only applicable for non-deployment of key experts. Please confirm	Corrigendum Issued in para 30 (ii) section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

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18	45.1 (a), Section 7, page 222	The amount of advance payment is 5% of the remuneration in INR the advance payment securities shall be in the currencies of the advance payment. The advance payment shall be made against a bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment (in Indian Rupee) . The Advance shall be interest bearing and rate of interest shall be **SBI MCLR** prevailing on the date of advance for the corresponding period +2%. The mobilization advance shall be paid in two instalments (2.5% after submission of bank guarantee and applicable insurance/indemnity/liability as per SCC 24.1 and 2.5% after mobilizing of all key experts with submission of bank guarantee	To maintain cash flow for the project and initial investment for office setup and deployment of experts, 5% advance is not adequate and instead it should be raised to 10% against a bank guarantee. Please confirm	Corrigendum Issued in para 45.1 (a) section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
19	Appendix B, page 232	Reimbursable expenses for GC service outside project site office	We request the client to kindly remove this limit of reimbursable expanses and should be kept on actuals. Considering the limit provided for K3, K4, K5 & K6, it is impossible to find an accommodation within this range. Please confirm	Corrigendum Issued in Appendix-B of section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
20	2.2, section 3, page 57	The tenderer must have received payments from consultancy services only in the last three financial years and a current financial year up to the date of indentation of tender, at least 150% of the advertised value of the tender, which amounts to 3,04,14,62,250/-	Since, this is very important project, therefore it is advisable to have credit worthy companies to be part of the contract. The existing clause is suitable. However, an additional requirement may please be introduced as follows: All the partners (Substantial and non-substantial) of consortium/JV shall have “Positive Net Worth”. Please confirm	New clause 2.2 (iii) in section-3 (EQC) included. Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

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21	Invitation for Bids (IFB) and Section 2, (BDS), ITB 19.1	Bid Security	Request to consider providing 'Undertaking for Bid Security' instead of Bid Security.	Please refer to response to query at S.No.5
22	Section 2, (BDS), ITB 35.5, 35.6	Abnormally low bid	What are the criteria to decide that the bid price is abnormally low	Existing Clause prevails.
23	Section-3 EQC, Criteria D Form Tech-5	**As per Section-3, EQC, Criteria D, the A&M should include** i) Proposed Approach & Methodology ii) Work Plan iii) Mobilization & Retention plan iv) Organization & Staffing v) Claims Management Method **As per Form Tech-5, the A&M should include** a) Proposed Approach & Methodology b) Work Plan c) Organization & Staffing d) Quality Assurance System	Please clarify what is to be included under Approach & Methodology Form Tech-5.	The presentation on the approach and methodology shall be as briefly elaborated in the Form Tech – 5 of Section 4 (Bidding Forms). Please refer to correction at Clause 3 (D) at technical evaluation of Section-3 (EQC) and Form Tech-5 of section -4 (bidding forms) Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
24	Section 5 Employer's Requirements, Sub-Clause 3.3.1	Preparation of procurement strategy	Please specify the bids which have already been invited and finalized by the Employer for DDC, Construction and Systems work. Also, please specify the list of packages / contracts which are yet to be finalized.	Bid packaging has to be decided by the successful bidder in consultation with the Client/Employer. Works for which tenders have been invited/finalised will be shared with the successful bidder.
25	Section 5 Employer's Requirements, Sub-Clause 3.3.1	Preparation of procurement strategy	Request, please provide the List of Procurement, Civil Construction, Track and Systems packages along with the planned Timelines / Schedule for award and Construction / Completion.	The procurement strategy has to be drawn up by the successful bidder in consultation with the Employer/Client.

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26	Section-7, SCC, Sub-Clause 30 (ii)	Replacement of Key Experts	Request to replace the clause as follows: "If Key experts are replaced after giving written notice of 1 month, with equal or more experience/ qualification (than the qualification/ experience, etc. specified for the position), then there shall be no penalty".	Please refer to response to query at S.No.17
27	Section-7, SGCC, Sub-Clause 45.1 (a)	Advance payment	Request that the Advance payment should be interest free.	Existing Conditions prevails.
28	Section-7, SGCC, Sub-Clause 49	Dispute settlement through Arbitration	It is requested that the Arbitral Tribunal should comprise of Three Arbitrators and not a Sole Arbitrator.	Corrigendum issued in Clause 49 of section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
29	Section-7, SCC, Sub-Clause 50 (b)	Security Deposit	The Consultant will be providing Professional Liability Insurance as per Sub-Clause 24.1 of SCC and Performance Security @ 3% of accepted contract amount. It is therefore requested that the requirement of providing additional Security Deposit should be deleted.	Existing conditions shall prevails.
30	Section-7, SCC, Additional Clause-1	Delay in deployment of Experts as per approved Rolling Deployment Schedule	Request the following: 1) This clause should only be applicable for the delay in deployment of Key Experts. 2) The Employer should ensure that approvals for the experts are provided in three working days. There shall be no deductions on account of delays in providing approval by the Employer.	Existing conditions shall prevails.
31	Section-7, SCC, Appendix B	Reimbursable expenses	Request please specify the Per Diem / Daily allowances under various categories of Experts.	Please refer to response to query at S.No.19

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32	Section-9, Form Fin-2, Schedule - A	Breakdown of Remuneration	As per the Notes mentioned in Form Fin-2, the rates should include TDS towards Income Tax and Goods and Services Tax (GST). It is suggested that TDS and GST should be quoted separately by the Consultant as these taxes are subject to change as per Government policies and decisions.	The exiting conditions prevail. The fees are inclusive of all taxes including TDS and GST.
33	Section-9 Bill of Quantities, Form Fin-3	Breakdown of Fixed expenses	As per Note-4, the Employer shall provide duly furnished office space of 800 sqm to the Consultant. Please specify: 1) whether the office space location has been finalised and will be available from Day 1 of the Consultant's contract. Please provide the office details. 2) whether all pantry equipment such as Refrigerator, Microwave, Water purifier, Utensils, Tea/ Coffee Machine, Water dispenser etc. will be provided by the Employer. 3) whether fully furnished Site offices will be provided by the various Contractors for the Consultant's use at various site locations. Please provide the details of these site offices.	Furnished office space will be available. However Pantry equipment as required by GC will have to be purchased by GC at their own cost.
34	Section-9 Bill of Quantities, Form Fin-3	Breakdown of Fixed expenses	As per Note-6, the vehicles required by the GC for travel within the project area shall be provided by the Employer till the Construction Contractors are in position. Please advise whether the Contractor's will provide vehicles to GC when they are mobilised at the site. If yes, please provide the details of the type and number of vehicles that will be provided by the Contractor's.	Positions requiring vehicles for performance of the duties will be provided as per requirement of work and site conditions as mutually agreed.

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35	Section 5 Employer's Requirements, Sub-Clause 3.13.4,	Project Monitoring Software	As per Sub-Clause 3.13.4, GC will develop online project monitoring platform similar to SPEED software developed by NCRTC. 1) Request please provide the details of this software and the Client's requirements. 2) Please confirm that all costs for developing, deployment, Training, Hardware and Software costs of the project monitoring software will be borne by the Employer.	Corrigendum Issued in Clause 3.13.4 of section- 5 (TOR). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
36	ITB 4.1(b)(i)	No. of partners: 3	In view of the volume of work involved and to carry out the work in a most cost effective manner, lot of inputs/resources from a capable non-substantial partner, preferably an Indian firm engaged having experience in metro design, PMC/GEC would be required. Hence requesting to allow No. of partners in consortium/JV is **4 (Four).** May please consider.	Existing conditions shall prevails.
37	ITB 22.1	The deadline for bid submission is: Date: 31st May- Time: 15:00 hrs.	Proposal preparation involves collection of number of certificates, documents etc., from clients and other partners located overseas. Due to outbreak of COVID-19 most of the Client organizations, partners offices are closed, restrictions in travelling/movement. Thus, it requires considerable time and very difficult to complete the bid preparation for submission by 31st May 2021. Hence we request you to please extend the Proposal Due Date (PDD) to at least **Four Weeks** from the date of issue of Pre-Bid Queries Replies. May please consider.	Last date of submission is now 12th June 2021 which is more than four weeks from the issue of response to Pre bid queries. Corrigendum Issued in Clause 13 of IFB and Clause no. ITB-22.1 of Section-2 (BDS). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
38		General Query	Kindly provide the details of current status of land acquisition.	Project is running along existing Railway track. Existing Railway land, which will be part

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				of project Right of Way is available. This amounts to nearly 80% of land required. Land acquisition for the remaining portion is progressing.
39	Section-3, Clause-3. Technical Evaluation – Criteria B, note: Point 2, Page 65 of RFP	Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	Request to you to kindly remove completed projects as private sector employees not necessarily stick back to one project from start to completion with the same organization in the same position due to demanding market for such personnel's and request you to kindly- rephrase this as- "K1 should possess Postgraduate at least in the relevant field and should have at least 7 years' experience in same or one level lower in Metro/Railway/Suburban Railway Project (s), during which he should have worked for minimum 3 years during the project execution period in the project undertaken	Please refer to response to query at S.No.11
40		General	We understand from the scope that there are many crossings over Indian Railways running tracks – where in our track predominately runs across the existing railway line. In order to execute the work we need permission from Indian Railways and traffic blocks as well, this is a challenge, may we know is this is approvals comes under GC's purview or client will liaise and coordinate with Indian Railways for all such approvals. Kindly confirm.	Existing conditions shall prevail.
41	Page 114, Clause 1.3	Presently the fallowing priority corridors are being taken up for construction viz. 2 & 4. Planning, designing, bid processing etc. for corridor 1 & 3 is also a part of the scope of the work. Execution of these two corridors will taken up at a suitable time line.	This project being very prestigious and when completed would provide Suburban Railway Services in Bengaluru. We understand BSRP has 4 corridors with 148 km of Railway line. Priority corridors being taken up currently for Construction	Existing conditions shall prevail.

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			are 2 & 4. Can we recognize that the current scope of work is limited only for Corridors 2 & 4 only? Please clarify.	
42	Page 62, Clause 3 (A)	Firms Experience in GC/PMC Assignments Cumulative Fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway / Metro / Suburban Railway Projects) – ₹500 Crores and above – 10 marks – Below ₹500 Crores proportionate score	Guidelines indicated in RFP are establishing that the Eligibility Criteria are flexible & practical allowing International bidders to participate in the bidding process. We observe the Criteria has direct and perceptible linkage with scope of work, project's financial worth and risk. The merits of both Technical and Financial Criteria are very carefully drafted with primary objective of selecting the most suitable bidder to execute the assignment experienced in the area of GC/PMC assignments. However, the primary intention behind Technical Evaluation Criteria is to ensure that the Bidder has minimum size and experience in the area of GC/PMC Services to deliver the Project. Allocating 10 marks for the cumulative fee received in the past three years by the firm is appearing incorrect parameter in Technical Evaluation and might result in restricting competition. We draw your kind attention that the fees received by Bidders through its GC/PMC assignments is already addressed in Page 57, Clause 2.2 Financial Eligibility Criteria that establishes the Financial Standing of the bidders considering the (i) Liquidity and (ii) Financial Eligibility Criteria. The more appropriate and relevant parameter for Bidder's Technical Evaluation\ is considering the Total Number of Projects	Please refer to response to query at S.No.10

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			in GC/PMC Services. Indicated below for your ready reference. Specific Experience in handling of GC/PMC Services for Metro Rail Projects / Railway related Projects / Transport Projects having project contract value of > 1600 Crores in the last 7 years. > or = 3 Projects – 10 Marks 2 Projects – 6 Marks 1 Project – 3 Marks Please consider.	
43	Point No. 2.3 (H) of Section 5 - Terms of Reference (ToR) of RFP	H) To review General Design & Drawings for the approval of the Employer and review and approval of detailed designs/ drawings submitted by Consultant/ Contractors/ Developers (of various Packages). In the event the Client decides to obtain third party review / certification of certain design / structure(s), the GC shall provide all assistance to enable such review /certification by the third party as part of its Scope of Work.	It is requested to kindly clarify that the cost of third party review / certification will be borne by K-RIDE or the General Consultant (GC)	Corrigendum Issued in Clause 2.3 (H) of section- 5 (ToR). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
44	Additional Clause – 1 of Section 7- Special Conditions of Contract (SCC) of RFP	ii) Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the	The recovery on account of nondeployment of staff is 20% which is very high. In this regard, we would like to mention that we are bidding and executing a lot of Contracts of RVNL (Rail Vikas Nigam Limited) which has been executing many similar detailed design and PMC Projects throughout the India for many years successfully. As per clause 1.01 of General Conditions of Contract present in RVNL's Standard Bidding Document for PMC Work, which mentions that "Failure in deployment within 75 days of the request for deployment by the Employer shall result	Corrigendum Issued in Additional Clause -1 of section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		Employer. iii) If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and deduction shall be made as stated in the Additional Clause-1 below. Additional Clause-1 In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 20% of the remuneration of the Expert and proportionate fixed component based on the remuneration shall be done for the period of nondeployment.	in deduction @ 0.5% of the accepted monthly remuneration rate of the key personnel per day of delay, shall be applicable." Further, this is a 72 months project and it will be difficult to deploy the personnel whose CVs are submitted in the proposal, if they are not asked to be deployed for a considerable of time. In this regard, your attention is requested to clause 1.02 of General Conditions of Contract present in RVNL's Standard Bidding Document for PMC Work, which mentions that "The Consultant is expected to deploy the key personnel for whom the Consultant has submitted the CVs with the proposal, no changes shall be made in the personnel at the time of initial deployment. However, personnel, who are not asked to be deployed by the Employer at the time of issue of LOA or LOA was not issued within 180 days from deadline of submission of applications, may be changed with equal or better qualification and experience. If, for any reason (except as mentioned in the foregoing sentence) beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide a replacement acceptable to the employer with equivalent or better qualifications and experience" The relevant clause of RVNL's RFP is attached for your kind information. It is requested to kindly modify the present criteria in line with the RVNL's conditions as below:- "The Consultant is expected to deploy the key personnel for whom the Consultant has submitted the CVs	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			with the proposal, no changes shall be made in the personnel at the time of initial deployment. However, personnel, who are not asked to be deployed by the Employer at the time of issue of LOA or LOA was not issued within 180 days from deadline of submission of applications, may be changed with equal or better qualification and experience without any penalty. If the consultant fails to deploy the personnel within 75 days of the request for deployment by the Employer, then deduction @ 0.5% of the accepted monthly remuneration rate of the key personnel per day of delay, shall be applicable."	
45	ITB 4.1 (e) Bid Data Sheet of Section 2: Bid Data Sheet (BDS) of RFP	(i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 25% participation will be termed as non substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 25% or more percentage participation shall be termed as substantial partner	It is requested to kindly clarify the eligibility criteria for substantial partner having 25% or more percentage participation.	Corrigendum Issued in Clause ITB-4.1 (e) of section- 2 (BDS). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
46	ITB 4.1 (f) Bid Data Sheet of **Section 2:** Bid Data Sheet (BDS) of RFP	A Subsidiary Company registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. This will be subject to submission of an undertaking by the parent company that they will be providing the financial and technical back-up for the completion of the works in the subject bid by the bidder and also will be wholly responsible for the	It is requested to kindly share the format of Undertaking.	Please refer section-4(Bidding forms) new form Tech-12 included in the revised bid document issued on 11.5.2021 vide Corrigendum – 2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		services required to be rendered as per the scope of work in the subject parent /holding company in the subsidiary Company bid. In such case the bidder shall submit necessary documents to substantiate the shareholding of		
47	Clause 1.2.2 Complexities of the Project of Section 5 : Terms of Reference (TOR) of RFP Clause 4.1 (c), (d) and (e) of Section 1 : Instructions to Bidders of RFP Form Tech 10 & Tech 11 of Section 4 : Bidding Forms	The feasibility study/DPR was completed by RITES for K-RIDE in July 2019 and the Cabinet Committee of Economic Affairs (GOI), sanctioned the project in its meeting held on 7th October 2020. The process for availing of loan from ("Funding Agency") has been initiated and is under active consideration of various financial institutions. 4.1 (c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (d) "Bidder from a country which share a land border with India" for the purpose of this Order means: - 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or	It is requested to kindly let us know the source of Funding/ Funding Agency for this Project. If the Funding Agency is an International Financial Institutions (IFIs) such as World Bank, ADB, AIIB etc., then it is requested to modify the following clauses from the present RFP as these clauses are applicable for only Projects funded by Government of India (GoI):- 4.1 (c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. (d) "Bidder from a country which share a land border with India" for the purpose of this Order means: - 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or	Existing conditions shall prevail.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (e) The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals; (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; (v) In case of a trust, the identification of beneficial	5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (e) The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals; (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. The Bidder shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Form TECH 10 and/or TECH 11 in Section 4.	managing official; (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. The Bidder shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Form TECH 10 and/or TECH 11 in Section 4. Similarly, For TECH 10 & For TECH 11 may please be deleted from the present RFP.	
48	Point 45.1 (a) (i) of Special Conditions of Contract under Section 8, Conditions of Contract and Contract Forms of RFP	Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment in Indian Rupee specified in the SCC.	It is requested to kindly modify this clause as under:- "Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client for an amount equal to 100% of the advance payment in Indian Rupee specified in the SCC."	Existing conditions shall prevail.
49	Point 45.1 (a) (i) of Special Conditions of	The Advance shall be interest bearing and rate of interest shall be SBI MCLR prevailing on the date of advance for the corresponding period +2%. The mobilization advance shall be paid in two	It is requested that the Advance should be interest free. Also, as per this clause, the mobilization advance will be paid in two instalments.	The Advance will be interest bearing. Corrigendum Issued in Clause 45.1(a) (i) of section-7 (SCC).

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
	Contract under Section 7, Conditions of Contract and Contract Forms of RFP	instalments (2.5% after submission of bank guarantee and applicable insurance / indemnity /liability as per SCC 24.1 and 2.5% after mobilizing of all key experts with submission of bank guarantee)	i. 2.5% after submission of bank guarantee and applicable insurance/indemnity/ liability as per SCC 24.1 ii. 2.5% after mobilizing of all key experts with submission of bank guarantee Kindly note that there will be few staff which might not be required to be deputed in the initial few months. Hence, 2.5% mobilization advance could not be paid to Consultant. Therefore, we request you to kindly modify this clause as under: - The amount of advance payment is 5% of the remuneration in INR currencies. The advance payment securities shall be in the amounts and in the currencies of the advance payment. The mobilization advance shall be paid after submission of bank guarantee and applicable insurance / indemnity / liability as per SCC 24.1.	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
50.	ITB 7.4, page 49	…KRIDE may allow maximum of two email Ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC may not be entertained by KRIDE.	It is requested that the number of attendees may be increased from 2 to 3. Please consider.	The numbers have been restricted to ensure quality of the VC
51.	ITB 4.1 (e), page 48	(ii) Partners having less than 25% participation will be termed as non substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation.	We understand JV partner having less than 25% will be termed as non- substantial partner and his credential will not be evaluated. We request you to reduce this percentage to 15%.	Existing conditions shall prevail.
52.	Clause 4.1 (c), page 20	(c) Only firms that are registered or incorporated in India are eligible to compete.	Please confirm that companies incorporated in foreign countries and registered in India are eligible to participate in bidding.	Firms registered in India with Necessary PAN/TAN and GST registration will be allowed to participate.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
53.	Clause 3 A, page 62	Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) ₹500 Crores and above – 10 Marks Below ₹500 Crores proportionate score	There seems a mistake. It is suggested to substitute as follows: "Cumulative fee received in GC/PMC assignments in the past three years by the firm including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) …"	Please refer to response to query at S.No.10.
54.	Clause 6 (iv), page 167	Reduction in approved Rolling Deployment Schedule: If the Employer observes that due to certain conditions the implementation of the project is not progressing, the Employer shall inform the GC consultant 30 days in advance for reduction in approved Rolling Deployment Schedule.	In this case the intimation to GC may be give at least three months in advance.	Existing conditions shall prevail.
55.	Clause 7.1, page 169	If consultant fails to complete the activity within the schedule, only 90% payment (i.e. 90% of remuneration of deployed experts and 90% of fixed expenses) shall be paid and the balance 10% payment shall be withheld for the period of delay. The withheld amount shall be paid to the consultant after completion of the activity.	Any unforeseen delay or delay due to contractor or KRIDE cannot be the liability of PMC, hence it is suggested this clause may be made applicable only in cases of delays solely attributable to the PMC.	This clause will not be invoked in the situation where GC is not responsible for the delays
56.	Clause 30 ii), page 210	In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 20% of the remuneration of the Expert and proportionate fixed component based on the remuneration shall be done for the period of nondeployment.	Cases involving situations which are beyond the control of PMC may please be excluded	Existing conditions shall prevail.
57	IFB-Clause-9 Page no.4	**Invitation to Bid -Clause 9 Purchase preference to made in India.**	May please elaborate provisions	Existing conditions shall prevail.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
58	Page no.7	**Invitation to Bid- Clause 13 Last date of receipt and opening of bids.**	The last date of submission is 31.05.2021. Due to COVID-19 situation we are working from home physical meeting are not possible with partners and within bid team. May please extend date of submission by 4 weeks i.e., up to 30.06.2021, depending present situation of pandemic.	Please refer to response to query at S.No.37
59	Page no.22	**Section 1 Instructions to Bidders A. General Provisions, Clause 4.3.2 -Conflict of Interest**	We understand that consultant who prepared DPR will not have any conflict of interest, that consult can bid for this Procurement. May please clarify that a consultant who applies to Tender Notice No KRIDE/BSRP/4/2021, Engagement of Detail Design Consultant ….. will have any conflict of interest in applying for this procurement notice.	There is no conflict of interest if the Consultant who prepared DPR bids for this procurement. Yes. Corrigendum Issued in Clause ITB-4.1 (e) of section- 2 (BDS). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
60	Page no.62-67	**Section -3 Evaluation and Qualification Criteria (EQC) . 3 Technical Evaluation**	Total marks of K1 are 500, in remarks it is mentioned "The above maximum scores for each Key expert shall be divided by 10 to arrive at the final scores for each of the Key expert". May please clarify how it will be done.	The clause is self explanatory.
61	Page no.62-67	**Section -3 Evaluation and Qualification Criteria (EQC) . 3 Technical Evaluation**	(1) As per note 2 at page No 65" Experts at Level K1 should possess a Post Graduate Degree at least in the relevant field **and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Ssuburban Railway Project**	Please refer to response to query at S.No.13

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			(S), during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the biddershould submit a fresh CV of personnel having the requisite qualification On page 68, 3 (e) it is mentioned. **(2)** Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at **S. No. 1,2,3,4,7,10,12,13,14 and 18.** 1. Experience of 7 years or more full marks. 2. Experience below 7 years proportionately WRT the number of years of experience As per (1) above experience in Railway Projects is permitted for all K1 Experts whereas as per (2) it is permitted for IDs. **Since this a Railway Works and in Indian Railways experience of execution such works are with experts. May please allow Indian Railway's experts who worked in various Railway project for all K1 positions.**	
62	Page no.65-66	**Section -3 Evaluation and Qualification Criteria (EQC) 3 Technical Evaluation . Table at page 65-66**	At (b) Work experience of Railway is permitted as "Experience in **Railway**/Metro/Suburban infrastructure Project's implementation **of at least 20 years** at various levels (personnel with experience of less than 20 years will not be awarded any points) Whereas at (c) only at grade/	There is no clarity in the query.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			underground metro/Suburban projects. May please allow Railway Project here also.	
63	Page no.65-66	**Section -3 Evaluation and Qualification Criteria (EQC) . 3 Technical Evaluation. Table at page 65-66**	The distribution of percentage allotted at (a), (b), (c) (d) & e is less than 100%. With option of 45% of (c) it comes 90% and with option of 30% it comes 75%	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
64	Page no.66	**Section -3 Evaluation and Qualification Criteria (EQC) 3 Technical Evaluation. Table at page 66**	May please specify qualification, total experience, and relevant experience for pool of key experts	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
65	Page no.66	**Section -3 Evaluation and Qualification Criteria (EQC) 3 Technical Evaluation. Table at page 66**	In table against (a) 25% marks are allotted for Postgraduation and 15% for under graduate. We request to please consider undergraduate (for full marks) for all K1 expert. However, for except 11,12 & 23 full marks may be given on post-graduation as they are related to design and study.	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
66	Page no.66	**Section -3 Evaluation and Qualification Criteria (EQC) 3 Technical Evaluation. Table at page 66**	At 9 (c) requirements is expert should have worked for 7 years in same or one position below and marks for completing two projects is 45% and 30% for completion two project. Please appreciate that it is difficult to get an expert for the positions on which he already worked for 7 years. **Request to please allow experts with experience of two level below position (with relevant experience of 7 years) for positions, in this procurement.**	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
67	Page no.65-66	**Section -3 Evaluation and Qualification Criteria (EQC) 3 Technical Evaluation. Tables at page 65-66**	May please mention maximum age of key and non-key experts	Corrigendum Issued in Appendix-C section- 7 (SCC).

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
				Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
68	Page no.71	**Section -4 -Bidding Forms**	In table" Compliance Requirement" 10% participation is shown for each partner, it is not in line with provision given in BDS, page 48.	There is no conflict.
69	Page no.91, FORM -TECH -3A,	**Section -4 -Bidding Forms**	FORM -TECH -3A, financial data of FY 2020-21 is sought. Since balance sheet of 2020-21 is under preparation, may please accept provision data or in place of FE 200-21 date of FE 2015-16 may be given to make 5 years data.	Please refer to response to query at S.No.16
70	Page no.91, FORM -TECH -3B	**Section -4 -Bidding Forms**	FORM -TECH -3B, financial data of FY 2020-21 is sought. Since balance sheet of 2020-21 is under preparation, may please accept provision data or in place of FE 200-21 date of FE 2015-16 may be given to make 5 years data.	Please refer to response to query at S.No.16
71	Page no.91, FORM -TECH -7 (1/3)	**Section -4 -Bidding Forms**	FORM -TECH -7 (1/3) In present situation may please allow scan signature of proposed personnel.	Physical/Digital Signature is Accepted
72	Page no.210	**Section 7 Special Conditions of Contract (SCC) Clause 30**	May please allow 12 substitution of key experts (Project Director, Dy Project Director and K1) in the entire duration of contract, 3 per years. And 16 substitution for K2 in the entire duration of contract, 4 per years	Please refer to response to query at S.No.17
73	Page no.269-279	**Section-9 Bill of Quantities**	Provisions have not been given to quote. i) Rates of K3, K4, K5 & K6 ii) Vehicles	Please refer to the item no. 58,59,60 and 61 of BOQ of section-9
74	Page no.177	**Section-5 Works/Employer's requirements**	Appendix C & D is not given in Section 5	Please see Section 7
75	Invitations to Bids Bid Security	Bid Security: ₹ 1,00,00,000/- As per Finance Ministry guidelines, Bid security submissions are not mandatory this Year	As per Ministry of Finance Notification No. 9/4/2020-PPD, the requirement of Bid Security / Earnest Money Deposit has been eliminated by the Ministry. In lieu of	Please refer to response to query at S.No.5

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
	Page 3		Bid Security, the Ministry of Finance has suggested signing of "Bid Security Declaration" for withdrawing or modifying Bids during its validity. These guidelines are being followed by all our Clients. We request that Bid Security / EMD is not mandated	
76	Clause 2.1.1 Minimum Eligibility Criteria, bullet point no 3, Page 62	For completed works, value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian Rupees every year. The approved exchange rate copy of the RBI (Reserve Bank of India) should be attached with the tender. In case of works in foreign currency the effect of inflation is considered as included as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,	Inflation acts on both, Indian as well as International currencies. Hence we request that the Foreign exchange in US$ / Euros / Japanese Yen – value of the Fee, on the date of work commencement / award, is calculated and then it is escalated to the present date @ 5% p.a. Kindly also allow this method of Currency conversion and escalation.	Existing condition prevails.
77	Clause 2.1.1 Minimum Eligibility Criteria, bullet point no 3, Page 62	The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (**fully elevated or elevated and at grade or elevated and underground**) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/ proof checking, bid process management, construction supervision and installation and commissioning".	We kindly request you to allow the evaluation of works 'wholly underground' or 'Underground cum At-grade' so that more works can be evaluation. Any metro project which is underground has similar complexities as the ones that are Elevated. As allowed by NCRTC recently, ono of the works may be mandated to be compulsorily Elevated to ensure that the consortium has this experience	Existing condition prevails.
78	Clause 3, Page 68	Technical Evaluation, Criteria A Cumulative fee received in GC/PMC assignments in the past **three years** by the firm **in India** including PVC	We request to kindly allow consultants to show the fee received anywhere in the world during past five years, to enable more bidders for healthy competition, as this conditions stops more bidders to bid for this assignment.	Please refer to response to query at S.No.10
79	Clause 3, Page 71	Technical Evaluation, Criteria B Point No. 2 ……. Level K1 should possess an Post Graduate Degree at ……. have at least 7 years' experience in a same level or one level lower in Metro/ Railway / Suburban Railway Project (S), ……., he **should have completed one project from start to commissioning**. CV of Personnel not having the foregoing qualification will not be considered for evaluation.	While there are other criteria specified for the Candidate, choice of the appropriate candidate is restricted by this criteria of 'should have completed one project from start to commissioning'. We request that a minimum period of 2 years on each qualifying project be drafted as the criteria rather than the above criteria. Moreover, it is difficult for the Consultant (or the Client) to verify if the deployment period mentioned by a candidate is actually the full term (start to commissioning) before nominating him on	Please refer to response to query at S.No.13

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			your prestigious project.	
80	Clause 3, Page 71	Technical Evaluation, Criteria B Point No. 2 ……. **In such a case the bidder should submit a fresh CV of personnel having the requisite qualification**	Does this mean that if one of the CVs fail, you will give the Consultant another chance to submit a CV during the Evaluation stage?	Please refer to response to query at S.No.13
81	General	Date and time of submission of Bid	We request you to kindly extend the proposal submission date by 4 weeks after the issuance of pre-bid clarifications. During this Pandemic (COVID – 19), entire world is facing lockdown situation. Moreover, our certificates are in Turkish language and need to be translated and apostilled. Currently, Turkey is in a National lockdown till May 16, 2021 and many cities in India are also in semi-full lockdown mode	Please refer to response to query at S.No.37
82	**Page no. 20, Clause 4 Eligible Bidders, Clause C**	Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	We request you to kindly allow foreign firms to participate in this Tender along with Indian Firm.	Corrigendum Issued in Clause 4.1(c) of section- 1 (ITB). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
83	**Page No. 49, Clause ITB 4.3.3.1**	RITES Limited have prepared the Detailed Feasibility Report/DPR for this project. The same report is available for downloading by all bidders on payment of ₹ 5000 on the enividha portal	Request you to kindly provide the same without the Fees Requirement.	Exiting condition prevails.
84	**Page No. 55, Clause 2.1.1 Minimum Eligibility Criteria Point B**	Work Experience: The bidder will be qualified only if they have successfully. or substantially completed work(s) during last seven years ending last day of the month previous to the one in which tender is invited as given below: (i) At least three "Similar Work" * of value ₹ 60,82,92,450/- or more. or	We request you to kindly clarify the eligibility requirements for Lead partner & JV Partner separately.	Corrigendum issued in Clause 4.1(e), vii of section- 2 (BDS). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		(ii) At least two "Similar Works" * each of value ₹ 81,10,56,600/- or more. Or (iii) At least one "Similar Works" * each of value ₹ 121,65,84,900/- or more.		
85	**Page No. 62 Technical Evaluation Criteria A**	Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score	Since the tender says only Indian registered firms can participate so there are very few firms in India who can meet this requirement, so request you to kindly decrease the requirement as this can't be met by most of the bidders.	Please refer to response to query at S.No.10
86	**Page No. 174, Annexure 2 Deployment of Resource**	There are 57 Positions needed to be deployed at site.	We request you to kindly clarify that how many CVs needs to be submitted at bidding stage.	The CV's of K1 (24 numbers) mentioned in the Clause 3A of section-3 is essential to finalise technical eligibility.
87	**Page No. 51, ITB 22.1**	**The deadline for bid submission is:** **Date: 31st May- Time: 15:00 hrs.**	Since this is a QCBS tender, so needs more of quality involved in making a bid, this will require time. So, we request you to kindly provide at least 3-week time after the pre-bid responses.	Please refer to response to query at S.No.37
88	**P.No.210**	**Section 7 Special Conditions of Contract (SCC) Clause 30**	May please allow 12 substitution of key experts (Project Director, Dy Project Director and K1) in the entire duration of contract, 3 per years. And 16 substitution for K2 in the entire duration of contract, 4 per years Also please reduce 10% deduction on replacement of experts, beyond permissible limit, to 5%.	Please refer to response to query at S.No.17
89	**P.No.218**	**Section 7 Special Conditions of Contract (SCC) Additional Clause 1**	May please agree to deduction of	Query is not clear
90	**P.No.219**	**Section 7 Special Conditions of Contract (SCC) Additional Clause -4**	As per clause leave remuneration shall be deducted. May please consider not to deduct leave salary for	Existing conditions prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			eligible leaves i.e. EL-30 days, Medical leave -10 days, CL-10 days , RH-2 days.	
91	**P.No.269-279**	**Section-9 Bill of Quantities**	Provisions have not been given to quote. iii) Rates K6, may please be further sub divided as a) CAD Operator b) DEO c) Steno/Typist d) Office boy iv) Vehicles - As per note 6 on page 278, *The* vehicles required by the GC for travel with in the project area for official purposes will be borne by the employer till such time the construction contractors are in position. The typeof vehicle for each category of staff will be decided by the employer. We may request to please indicate availability of vehicle to individuals (for K1 & K2) and as in pool, to work out our Financial bid.	Corrigendum Issued in Fin-2 section- 9 (BOQ). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021. Vehicles: Positions requiring vehicles for performance of their duties will be provided as per requirement of work and site conditions as mutually agreed
92	Bid Data Sheet, Clause no – ITB 4.1 (b) (i), Page no - 48	No. of partners: 3	As per the mentioned clause, maximum three partners/ members will be allowed in a JV/Consortium with one lead member and two JV partners. Looking towards the huge scope of work of the project we would like to propose that no. of partners in case of JV/CONSORTIUM should be increased from three to four. i.e. No. of partners: 4	Existing conditions shall prevail.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
93	Bid Data Sheet, Clause no – ITB 4.1 (e), Page no - 48	NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM (i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 25% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 25% or more percentage participation shall be termed as substantial partner	We request you that keeping in account the quality aspect of the bid, partners having 15% or more percentage participation should be termed as substantial partner as their expertise can further be used in order to achieve cost, time and quality aspect with scheduled delivery of the project as per requirements of the client. Hence, we propose, (i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 15% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 15% or more percentage participation shall be termed as substantial partner	Corrigendum Issued in para in section-2(BDS), Clause 4.1(e) and section 3, clause 2.1.1 (c). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
94	Bid Data Sheet, Clause no – ITB 19.1 Page no - 50	The Bidder should submit along with the bid, Bid-Security as mentioned in the notice for invitation of Bids.	As the amount of Bid Security is too huge, we request you to find middle grounds and reconsider the same by submission of Bid Security after award of LOA.	Please refer to response to query at S.No.5
95	Bid Data Sheet, Clause no – ITB 22.1 Page no – 51	The deadline for bid submission is: Date: 31st May 2021	With reference to the ongoing Covid situation prevailing in our country and in the state of Maharashtra, we are a firm having office in Navi Mumbai. As the State government has ordered the private offices to remain shut till 15th May 2021 under 'Break the Chain' we request you to extend the bid submission date by atleast one month.	Please refer to response to query at S.No.37
96	Scoring methodology for key personnel, Clause no – 3 B. Note 2. Page no – 65	Experts at Level K1 should possess an Undergraduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/ Railway/ Suburban Railway Project (S), during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification.	Getting Key Personnel who has completed one project from start to commissioning is difficult so we request you relax this criteria.	Please refer to response to query at S.No.11

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
97		**Form Fin-3**	Specify the no. of months	Corrigendum Issued in Fin-3 section- 9 (BOQ). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
98	Section 7: Special Conditions of Contract Clause 23.1 208 of RFP	**Limitation of consultant's liability:** Equivalent to the contract value.	Consultant total liability should be capped with equivalent to contract value or below the value of contact and Consultant liability under indemnity, LD, penalty etc should be include or capped under total liability clause. **We suggest following changes in the "Limitation of Consultant's Liability" to safe guard the interest of consultant:** The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees. *Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other 2similar item of loss or damage or for any consequential, special or indirect loss or damage*	Existing Conditions prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			and each party hereby releases the other therefrom.	
99	Section 7: Special Conditions of Contract Clause 30 210 of RFP	**Substitution of Personnel:** Total substitution of key expert shall not exceed 6 for entire contract period. Substitution of key expert beyond prescribed limit then its cause reduction @ of 10% of remuneration of the balanced deployment period.	This provision contains high risk; project must have suitable strategy to deal with such situation because substitution/replacement of KP beyond prescribed limit will lead to reduction in remuneration with huge percentage which is need to reduce at reasonable level.	Please refer to response to query at S.No.17
100	Section 7: Special Conditions of Contract Clause 49 215 of RFP	**Settlement of Dispute:** As per the given clause, any dispute/differences shall be resolved through arbitration and arbitrator will appoint by consultant from the recommended names of arbitrator given by client.	**Dispute resolution procedure must be fair and reasonable for both the parties, hence mutual consent of both the parties is mandatory for the dispute resolution proceedings or appointment of arbitrator, is as follows:** *If the dispute or difference cannot be resolved within one (1) months of internal meeting, or upon agreement that the dispute or difference cannot be resolved, either Party may at any time thereafter request that the matter be referred to Arbitration in accordance with and subject to the Arbitration and Conciliation (Amendment) Act 2015 or any modification thereof for the time being in force. The venue of arbitration shall be New Delhi India. The language to be used in the arbitration proceedings shall be English. The arbitral tribunal shall comprise of three (3) arbitrators to be mutually agreed between the Parties, wherein each party shall nominate one Arbitrator each and the two arbitrators so nominated shall appoint the third Arbitrator who shall act as the Presiding Arbitrator of the Arbitral Tribunal. The award in such Arbitration proceedings shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction on application of any Party.*	Existing Conditions prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
101	Section 6: General Conditions of Contract Clause 45.1.(e) 198 of RFP	All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.	Please clarify if separate billing is allowed by each Consortium Partner separately?	Corrigendum Issued in Clause 45.1(e) of section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
102	Section 1: Instructions to Bidders Clause 4.3.(g) 22 of RFP	**Eligible Bidders** a Bidder participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Bid; or	Since both the tenders (GC & DDC) have been published at the same time and we understand that a separate consultant should be appointed to proof check the design. Please clarify how will you be going to take care of the clause if the General Consultant might get finalized before the DDC?	Please refer to response to query at S.No.59
103		General	We request the authority to consider the **Age limit criteria for Key Experts as Maximum 68 Years.**	Age Limits specified position wise in Appendix -C section-7 (SCC)
104		General	We request the authority to **extend the Bid submission deadline by at least 2 (Two) weeks** to deliver quality proposal.	Bid submission date is four weeks from the date of response to pre bid queries.
105		General	Since both the tenders (GC & DDC) have been published at the same time, Please clarify if the same Bidder/JV can participate in both the tenders (GC & DDC)	Please refer to response to query at S.No.59
106	Section 3: Evaluation and Qualification Criteria (EQC) Clause 3 62 of RFP	**Technical Evaluation:** Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed/ substantially completed assignments in Railway /Metro/Suburban Railway Projects) - Rs. 500 Crores and above – 10 Marks - Below Rs. 500 Crores proportionate score	We request the authority to relax the criteria as: Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed/substantially completed assignments in Railway/ Metro/ Suburban Railway Projects) - **Rs. 300 Crores** and above – 10 Marks - Below **Rs. 300 Crores** proportionate score	Please refer to response to query at S.No.10

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
107	Section 3: Evaluation and Qualification Criteria (EQC) Clause 3/ B - Scoring methodology for key personnel/ S.No. (b) 65 of RFP	**Scoring methodology for key personnel:** Experience in Railway/ Metro/ Suburban infrastructure Project's implementation **of at least 20 years** at various levels (personnel with experience of less than 20 years will not be awarded any points)	It is difficult to get this experience of 20 years in Metro/Rail/Suburban Infra Projects. Therefore, We request the authority to relax the criteria (wherever applicable) as: Experience in **Any infrastructure Project's** implementation **of at least 20 years** at various levels (personnel with experience of less than 20 years will not be awarded any points)	Corrigendum Issued in Clause 3 Technical Evaluation of Section 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
108	Section 3: Evaluation and Qualification Criteria (EQC) Clause 3/ C - Scoring for institutional Competency 66 of RFP	**Institutional Competency – Pool of Key Experts with relevant experience:** The staff whose expertise is being taken for institutional competency scoring should have a minimum Undergraduate degree in Engineering in the relevant field and should have at least 20 years or more of experience in Metro/ Railway/Suburban Railway Projects.	It is difficult to get this experience of 20 years in Metro/Rail/Suburban Infra Projects. Therefore, We request the authority to relax the criteria (wherever applicable) as: The staff whose expertise is being taken for institutional competency scoring should have a minimum Undergraduate degree in Engineering in the relevant field and should have at least 20 years or more of experience in **Any Infrastructure Projects.**	Existing Conditions prevails.
109	Letter to Invitation to Bids- Bid Security and 14Clause 19.3 Section 1 Instruction to bidders	Bid Security of ₹ 1,00,00,000/- It is stated that bid security of INR 1 Crore in form of Cheque or Banker's Draft or Unconditional bank guarantee is to be submitted in favour of "Rail Infrastructure Development Company (Karnataka) Limited payable at Bangalore	Please note that as per Ministry of Finance Circular F.9/4/2020-PPD dated 12th November 2020 (Copy enclosed) only Bid Security declaration has to be submitted instead of Bid Security. Therefore, we request to waive off the provision of Bid Security and consider only Bid Security declaration. This may be considered	Please refer to response to query at S.No.5
110	ITB 4.1(b)(i)	• No. of partners allowed: 3 Lead partner must have a minimum of 50% participation in the JV/Consortium	We request client to reduce Minimum partnership share of lead partner from 50% to 40 % as it will suitably give change to various International &	Existing Conditions prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			National companies to participate together. Also, this trend is being followed in all major International & National Railway/Metro tenders of leading Govt SPVs like BMRCL, MMRDA, MAHA-METRO.	
111	Section 3: Evaluation and Qualification Criteria (EQC) Technical Evaluation Firms experience in GC/PMC assignments	Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed/ substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score	We request you to consider **ongoing projects** also for calculation of Cumulative fees received in GC/PMC assignments in the past three years by the firm in India. Also, we request client to provide the format for submission of Cumulative Fees.	Please refer to response to query at S.No.10
112	SECTION 7, Special Condition of contract, 30, Page 210	30.(i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience **subject to the approval of the Employer.** For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification, and experience in the relevant field of deployment as specified for similar category of Experts **subject to approval of the Employer**.	• Please clarify maximum Age of Key personnel of whom CV is being proposed as it is not stated in RFP. Generally, in most of GC tenders age criteria is maximum 70 years as on date of submission. This may be clarified and confirmed please. • Any delay in approval from Employer may not be considered under penalty under delay in deployment.	• Age Limits specified position wise in Appendix -C section-7 (SCC) • Exiting condition prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
113	Page 210	30.(ii) Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, **an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments**. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the Employer.	• Penalty on replacement should not be considered. • 10% deduction on each substitution is a heavy penalty. We request deletion of this clause. May kindly be reconsidered.	Please refer to response to query at S.No.17
114	Page 210 Section 7 SCC, Point no 30 and Additional Clause-1, Page 218	30.(iii) If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and deduction shall be made as stated in the Additional Clause-1 below. **In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule**, for reasons attributable to the Consultant, then **a recovery equivalent to 20% of the remuneration of the Expert and proportionate fixed component based on the remuneration** shall be done for the period of nondeployment.	• Timeline of replacement not clarified • Penalty on delay in deployment should not be considered. • Recovery of 20% of renumeration of expert + proportionate fixed component on delay in deployment of replacement is too high. This may be reduced to 10% Also, we request that Provision to refund penalty / recovery in case project completes on time or extended for reasons not attributed to (GC) consultant or good performance shown by GC should also be included.	• Existing condition prevails • Please refer revised document • Please refer revised document • Please refer to response to query at S.No.17
115	GCC , Cl No 34.2 , page 193	The Experts are not entitled to be paid for over time nor to take paid sick leave or vacation leave except shall be as per the schedule of K RIDE. The	• Permissible Leaves for staff may kindly be defined. CL, PL, SL, maternity leave etc. Leave policy to be clarified as per labour laws.	Existing conditions prevail.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		Consultant's remuneration shall be deemed to cover these items.		
116	16.2 GCC/185	In cases of substantial modifications or variations, the prior written consent of the Bank is required.	It is requested to provide what shall constitute substantial modification. This may be defined please.	Please refer Clause no. 16.1 of Section-6 for any modification or variation.
117	18.1 GCC/186	Suspension : The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.	It is requested that the Consultant be provided right to suspend their services in case of non-payment by Client	Existing condition prevails.
118	24.1 c SCC/209	Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country	Please provide the value of the Third-Party Liability Insurance to be procured	Existing condition prevails
119	50 b SCC/219	The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full security deposit is recovered.	It is suggested that the following condition be removed since it's a deviation from standard industry practice	Existing condition prevails
120	49 ii SCC/215	Within 30 days from the day when a written and valid demand for Arbitration is received by MD/K-RIDE, the Employer will forward a panel of 03 names to the GC. The GC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the	The Consultant wants to clarify whether the request to invoke arbitration can be made only by the MD/K-Ride or also by the Consultant. Further it is requested that the Panel of Arbitrator should be mutually appointed and not only by the Employer.	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		request by the Employer. In case the GC fails to choose one Arbitrator within 30 days of dispatch of the request by the Employer, then MD/K-RIDE shall appoint any one Arbitrator from the panel of Arbitrators as sole Arbitrator.		
121	22.1 GCC/190	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services	It is suggested to provide what shall constitute Confidential Information. Further we would need clarity on what shall constitute the *recommendations formulated in the course of, or as a result of, the Services*	Existing condition prevails
122	Technical Evaluation / Page 63, 64	Minimum Experience & qualification – For All K1 positions mentions – Under Graduate	• Minimum Experience & Qualification table mentions Under Graduate for all K1 Positions, however under Note it mentions Post Graduate. The discrepancy may be clarified please. Please consider Special relaxation for Ex railway gazetted cadre of engineering department of Railway candidates.	There is no discrepancy
123	Technical Evaluation / Page 63, 64	Minimum Experience & qualification – For All positions	We understand that word "Undergraduate" should be replaced with Graduate or is equivalent to Graduate. This may be confirmed please	Please refer to definition in Corrigendum Issued in Clause 1.2 (w) & (x) section- 1 (ITB). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
124	Pg. No: 62; Technical Evaluation	K1 Chief Contracts Manager: Under Graduate in Civil Engineering (min 20 Years exp)	Please Consider Graduate in any Engineering stream Instead of Civil Engineering.	Existing condition prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
125	Pg. No: 63-64; Technical Evaluation	From SR NO 4 to SR NO 24	Please consider Minimum 15 Years Instead of 20 years for all the Positions	Corrigendum Issued in Clause - 3 section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
126	Pg. No: 63; Technical Evaluation	K1 Chief Power Supply &Traction design Expert Under Graduate in Electrical Engineering stream	Please Consider Graduate in Electronics and Telecommunications Engineering along with Electrical -Engineering	Corrigendum Issued in Clause - 3 section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021. .
127	Pg. No: 64; Technical Evaluation	K1 Chief Signalling Design & Supervision expert (CBTC) Under Graduate in Electronic and Telecommunication Engineering.	Please Consider Graduate in Electrical/ Mechanical along with Electronics and Telecommunications Engineering	
128	Pg. No: 64; Technical Evaluation	K1 Chief Telecom Design & Supervision Expert Under Graduate in Electronic and Telecommunication Engineering Stream.	Please Consider Graduate in Electrical/ Mechanical along with Electronics and Telecommunications Engineering	
129	Pg. No: 64; Technical Evaluation	K1 Chief AFC Design &Supervision Expert Under Graduate in Electronic and Telecommunication Engineering Stream	Please Consider Graduate in any Engineering stream Instead of Instead of in Electronic and Telecommunication Engineering Stream	
130	Pg. No: 64; Technical Evaluation	K1 Chief Rolling Stock Design &Supervision Expert Under Graduate in Electrical/Mechanical Engineering	Please Consider Graduate in any Engineering stream Instead of Electrical/Mechanical Engineering Stream	
131	Pg. No: 64; Technical Evaluation	K1 Chief Depot M&P Expert Under Graduate in Electrical/Mechanical Engineering	Please Consider Graduate in any Engineering stream Instead of Instead of Electrical/Mechanical Engineering Stream	
132	Pg. No: 64; Technical Evaluation	K1 Chief Financial Expert Charted Accountant and Cost accountant	Please consider MBA in Finance / MCOM/ Inter CA along with Charted Accountant and Cost accountant	
133	Pg. No: 65; Scoring methodology for key	Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed	1. Please consider Post Graduate Degree in MBA / PDGBM in Management/ Masters for the Level K1 Instead of Post Graduate Degree at least in the relevant field.	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
	personnel: Note B	one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	2. Please consider **5 Years' experience** instead of **7 Years** in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning Please waive off experience of completed one project from start to commissioning. will not be considered for evaluation.	
134	Pg. No: 64/65; Scoring methodology for key personnel: Note B and Point b) Experts having the relevant minimum experience will be rated as per the following criteria.	Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning Experience in Railway/Metro/Suburban infrastructure Project's implementation **of at least 20years** at various levels (personnel with experience of less than 20 years will not be awarded any points)	We understand that for a Key personnel **total 20 Years' experience in Railway / metro/Sub urban /Infrastructure projects is mandatory and out of which 7 years' experience should be in a same level or one level lower in Metro/Railway/Suburban Railway Project during which he should have completed one project from start to commissioning.** Kindly confirm that our understanding is correct and in lieu of above point **b) may suitably modified please.**	Corrigendum Issued in Clause - 3 B section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
135	Pg. No: 65; Scoring methodology for key personnel: Note B: Point C) Experts having the relevant	**Experience in the assigned task** Experience in the same category or one rank lesser for at least: 1. Two completed projects involving elevated and at grade/underground metro/Suburban projects - **Full marks** 2. For one completed project as described in item no.1 above – half of the above marks.	Please Consider One successful Project instead of Two completed projects involving elevated and at grade/underground metro/Suburban projects for Full marks.	Corrigendum Issued in Clause - 3 B section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
	minimum experience will be rated as per the following criteria.			
136	Pg. No: 65; Scoring methodology for key personnel: Note B: Point e) Experts having the relevant minimum experience will be rated as per the following criteria.	Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at S. No. 1,2,3,4,7,10,12,13,14 and 18.	Please elaborate	Experience in construction of doubling, quadrupling projects and ROB/ RUB etc., in Indian Railways
137	Pg. No: 66; Scoring for institutional Competency:	The staff whose expertise is being taken for institutional competency scoring should have a minimum Undergraduate degree in Engineering in the relevant field and should have a at least 20 years or more of experience in Metro / Railway / Suburban Railway Projects. If any individual does not possess the minimum qualifications that individual will not be considered for scoring	Please Consider Minimum experience **7 Years (same as mentioned in Scoring methodology of Key personnel Pg. no 65 (Note B)** out of 20 years in Engineering in the relevant field instead of at least 20 years or more of experience in Metro / Railway / Suburban Railway Projects.	Corrigendum Issued in Clause - 3 B section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
138	Clause Not Added in RFP	Participation of Sub-consultants, Key personnel and Non-Key personnel in more than one Proposal is permissible	Please confirm whether participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. This may be clarified please	Please see existing conditions.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
139	Pg. no 223; APPENDIX C Sr. No.1	Project Director/ Team Leader K1 1 25 i to xi Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering	There is Discrepancy in Total years of Experience for project Director. Kindly clarify that whether minimum experience requirement for Project Director is 25 years or 20 years.	Corrected please.
140	ITB 22.1	The deadline for bid submission is: Date: 31st May- Time: 15:00 hrs	Looking at current COVID situation we request client to provide at-least 4 weeks' time after reply to pre-bid queries for submission of bid. This may be considered please.	Please see response to query at S.No.37
141	ITB 4.1 (c), Pg. 20	Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	Are companies doing business and registered in India as foreign entities allowed to participate in the tender? In case of a JV led by a company registered or incorporated in India, are companies which are not registered or incorporated in India eligible to participate as JV member?	Firms registered in India with Necessary PAN/TAN and GST registration will be allowed to participate.
142	EQC 2.1 Pg.55	A. Work Experience: The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one Similar Work of minimum value of ₹ 70,96,74,525/- during last seven years ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing metro work up to the same date mentioned before will also be considered for qualification of work experience criteria provided these phases have been tested, commissioned and put into operations. AND B. Work Experience: The bidder will be qualified only if they have successfully or substantially completed work(s) during last seven years ending last day of the month previous to the one in which tender is invited as given below:	Please confirm that the cut off date of 7 years is for the date of completion of the projects and that the amounts received from the client beyond the 7 years if the project was completed in the last 7 years but started beyond the last 7 years will be taken into account.	Existing condition prevails.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
143	EQC 2.1 Pg.56	Similar works: The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning	We **request you to kindly relax the criteria** and include projects with solely underground works also.	Existing condition prevails
144	EQC 3. Pg.67	Note: The Bidder shall have an office in Bangalore or shall set up an office after the award of the work. All the experts shall be made available throughout the project period by the bidder. The bidder shall deploy non-key experts and support staff, for the execution of the work, in the addition to the above key experts	Given the current pandemic and the subsequent travel restrictions, we **request you to kindly relax the criteria** and allow key experts to work from the Home Office for design and design review works till the pandemic is eased out.	Existing condition prevails
145	**Section 3: Evaluation and Qualification Criteria (EQC)** 3. Technical Evaluation A. Criteria Page No. 62	**Firms experience in GC/PMC assignments** Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) • 500 Crores and above – 10 Marks Below .500 Crores proportionate score	Since K-RIDE is allowing foreign companies to participate in the tender, we request the Client to cumulative fee received in GC/PMC assignments by the firm for • For past 5 years • Also projects executed outside India This will allow foreign companies to participate in the Tender.	Corrigendum Issued in Clause - 3 A section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
146	**Section: INVITATION FOR BIDS, Clause 13, Page 7**	Last Date of Receipt and opening of Bids: The completed Bids must be submitted through e-procurement Portal https://kride.enivida.com not later than 15.00 hrs on 31/05/2021 and shall be opened on the same date at 15.30 hrs.	To complete the legal formalities for JV formation and notarization of documents required in the proposal in ongoing pandemic, we request the client to extend the last date of submission by atleast 2 weeks beyond 31st May 2021.	Please refer to response to query at S.No.37

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
147	Section: INVITATION FOR BIDS, Page 3 Para 8, page 4	Bid Security of 1,00,00,000 Exemption to MSME for Bid security	In the pandemic time, bid security is too high and it is already exempted to MSME, we request that this should also be exempted to foreign firms as getting BG is time taking process for a foreign firm. Alternatively, BG Amount may please be reduced to INR 1 million. However, Performance Security will be submitted by successful bidder in any case.	Please refer to response to query at S.No.5
148	Section 2: Bid Data Sheet, ITB 14.7 page 50 Section 7: Special Conditions of Contract, Clause 43.1 and 43.2	Rate for each expert and quoted by bidder should be including GST	GST is the indirect tax and will be paid by the Client toward the fee of the consultant and ultimately, it will paid to the Government. We request the Client to ask the bidder to indicate the GST (at 18% - presently applicable) as separate line item in the total bid price. Without GST amount should be used for financial evaluation purpose. It is also important to indicate that GST will be applicable on the reimbursable costs and other lumpsum fixed cost (indicated by K-RIDE). Please confirm how will the Client pay for GST while using this lumpsum cost provisions while making purchase of the computers/equipments, etc.	Existing condition prevails
149	Section 4: POA -1 and POA -2 for JV Consortium And MOU of JV Consortium Page 78 – 87	• Power of Attorney -1 and Power of Attorney -2 for JV Consortium • MOU of JV Consortium Jointly signed by all partners.	Due to limited time and ongoing COVID pandemic it is difficult to get sign by each JV member on one POA and JV agreement. Thus, we request the Client to allow separate declaration for POA and MOU by each JV member and authorising Leader to sign and submit the bid on behalf the Consortium.	Existing condition prevails
150	2.1.1 B Page 55	Similar works: The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design	We request K-ride to allow PMC/ Construction Supervision experience of substantial member of JV / Consortium in any Transportation or Infrastructure / Power projects also. This will enable the long established Indian firms with strong PMC experience, who have contributed in the nation building projects, also to participate and	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		review/proof checking, bid process management, construction supervision and installation and commissioning".	contribute to this project and increase competition. It will allow knowledge sharing and assist in the Make in India initiative.	
151	2.1.1 B Page 55	Similar works: The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning".	We understand that a railway bridge, which is part of a railway line could be considered as meeting the requirement for elevated structure experience.	Existing condition prevails
152	RFP Page no. 55, Clause no. 2.1.1 (A) of Section 3	The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one Similar Work of minimum value of ₹ 70,96,74,525/- during last seven years ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing metro work up to the same date mentioned before will also be considered for qualification of work experience criteria provided these phases have been tested, commissioned and put into operations.	We kindly request you to modify the clause as below; The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one Similar Work of minimum value of **₹ 28,00,00,000/-** during **last 15 (fifteen) years** ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any **ongoing Metro/Railway/High Speed Railway/Semi High Speed Railway** work up to the same date mentioned before will also be considered for qualification of work experience criteria provided these phases have been tested, commissioned and put into operations.	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
153	RFP Page no. 55, Clause no. 2.1.1 (B) of Section 3	(i) At least three "Similar Work" * of value ₹ 60,82,92,450/- or more. or (ii) At least two "Similar Works" * each of value ₹ 81,10,56,600/- or more. or (iii) At least one "Similar Works" * each of value ₹ 121,65,84,900/- or more.	We kindly request you to modify the clause as below; (i) At least three "Similar Work" * of value ₹ 30,00,00,000/- or more. or (ii) At least two "Similar Works" * each of value ₹ 60,00,00,000/- or more. Or (iii) At least one "Similar Works" * each of value ₹ 105,00,00,000/- or more.	Existing condition prevails
154	RFP Page no. 56, Clause no. 2.1.1 (B) of Section 3	The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning".	We kindly request you to modify the clause as below; The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for **Mass Rapid Transit System project/Railway/High Speed Railway/Semi High Speed Railway** (fully elevated or **fully underground** or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, construction supervision and installation and commissioning".	Existing condition prevails
155	RFP Page no. 62, Clause no. 3 (A) of Section 3	Firms experience in GC/PMC assignments; Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score	We kindly request you to modify the clause as below; Firms experience in GC/PMC assignments in the past fifteen years in India/**Abroad** (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects); 1 Completed Project - 4 marks 2 Completed Projects - 6 Marks	Please refer to response to query at S.No.10

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			3 Completed Projects - 10 Marks	
156	Clause 3: (Technical Evaluation) Page No. 62	**Criteria A** Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) **- ₹500 Crores and above – 10 Marks** **- Below ₹500 Crores proportionate score**	We request you to kindly consider cumulative fee received in GC/PM assignments in the past three years by the firm in **India / Aboard.**	Corrigendum Issued in Clause - 3 A section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
157	B. Scoring methodology for key personnel Page No. 65 & 66	Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at S. No. 1,2,3,4,7,10,12,13,14 and 18. 1. Experience of 7 years or more full marks. 2. Experience below 7 years proportionately WRT the number of years of experience	We request you to kindly omit these criteria because Key Personal at S. N. 18, 13, & 12 are extremely difficult to source with Indian Railway Experience more than 7 years.	Corrigendum Issued in Clause - 3 B section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
157	C. Scoring for institutional Competency Page No. 66	**No. of Experts** 3 and above 50% marks else proportionately **Permanent Staff of the Firm** 50% of the marks if the staff is permanent	We request you to kindly fixed the number of staff for full marks in each category for avoiding ambiguities.	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
158	Clause 30 (ii) Page No. 221	Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the Employer.	We request you to kindly consider 2% reduction on the substituted Key Expert.	Corrigendum Issued in para 30 (ii) section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021Existing condition prevails
159	Page 20, Clause-4.1, C	Only firms that are registered or incorporated in India are eligible to compete	We understand that any foreign company that is having a "certificate for establishment of place of business in India" issued by Ministry of Corporate Affairs, India under Companies Act 2013 and having an established branch office in India will be eligible to bid for the subject opportunity. Kindly confirm our understanding.	Please refer to response to query at S.No.52
160	Page 41, ITB 4.1 (e)	Partners having 25% or more percentage participation shall be termed as substantial partner	We request you to consider less than 10 % for Non-Substantial Partner	Existing condition prevails
161	Page 56, Clause 2.1.1, Note-1	Similar works: The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning	At present the clause specifies that similar works would include General Consultant / Project Management Consultant. We would like to highlight that the Independent Engineer assignment undertaken for Metro rail projects which are developed on PPP basis involves similar scope of services which includes review of detailed designs, inspection and monitoring of construction works, review and monitoring of safety and quality, inspection and testing both for Civil	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			Works as well as Rail Systems (rolling stock, S&T, AFC, Traction, E&M). The scope also includes review, inspection and monitoring of O&M after the commissioning of the project. We therefore assume that Independent Engineer assignments for Metro Rail Project will be considered under this criterion of General / Project Management Consultancy works if that particular assignment meets the requirement of fees received. A similar condition is followed by other Government agencies including but not limited to RVNL, MMRDA, Haryana Orbital Rail etc. The extracts of the same are attached with this document. Kindly confirm the same.	
162	Page 56, Clause 2.1.1, Note-2	All such documents of proof certificates should be apostilled from the country in which it was certified, or work done.	Due to the current pandemic situation, apostilling of documents has been either stopped or is delayed. We therefore request you for relaxation in this clause.	Existing condition prevails
163	Page 58, Clause-2.2, (ii)	(ii) Financial Eligibility Criteria: The tenderer must have received payments from consultancy services **only in the last three financial years and a current financial year up to the date of indentation of tender**, at least 150% of the advertised value of the tender, which amounts to ₹ 3,04,14,62,250/-. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	The financial forms at TECH-3 A & Form TECH-3 B requires the financial data including the turnover to be submitted for the last 5 years. In line with these requirements, we request that for the Financial Eligibility Criteria, the payments received from consultancy services in the **last five financial years** shall be considered. Accordingly, we request you to modify the clause as below: The tenderer must have received payments from consultancy services only in the **last Five financial years** and a current financial year up to the date of indentation of tender, at least 150% of the advertised value of the tender, which amounts to ₹ 3,04,14,62,250	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
164	Page 58, clause 2.2 And Page 92, Note-(vi)	**Page 58, clause 2.2** **2.2. Financial Eligibility Criteria:** **(ii) Financial Eligibility Criteria:** The tenderer must have received payments from consultancy services only in the last **three** financial years and a current financial year up to the date of indentation of tender, at least 150% of the advertised value of the tender, which amounts to ₹ 3,04,14,62,250/-. **Page 92, Note-(vi)** The above financial data will be updated to 31.3.2021 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender	We understand that for calculating the Financial Eligibility Criteria, the financial data (i.e. turnover) submitted by the bidders in Form TECH-3 A and TECH-3 B will be updated to 31.3.2021 price level assuming 5% inflation for Indian Rupees every year. Kindly confirm.	Yes.
165	Page 91	FORM TECH-3 A Financial Data for Last 5 Audited Financial Years Year 2020- 2021	The Financial year 2020-2021 i.e. from 1st April 2020 to 31st March 2021, is just completed and the auditing and finalisation of the Annual statements are under progress. In-lieu, we request you to consider the financial statements of previous 5 years excluding the year 2020-2021. i.e. 2015 -2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 Kindly confirm.	Please refer to response to query at S.No.16
166	Page 55, clause 2.1	2.1.1 - Minimum Eligibility Criteria: **A. Work Experience:** The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one **Similar Work** of minimum value of **₹ 70,96,74,525/-** during last **seven years……** commissioned and put into operations	As per the present eligibility criteria, there is no minimum eligibility requirement for each member of consortium member to qualify the criteria. This means that a firm with zero experience can be a consortium member if the Lead Member meets the requirement on its own. We suggest as below:	Corrigendum Issued in Clause - 2.1.1 section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		B. Work Experience: The bidder will be qualified only if they have successfully or substantially…….. **(i)** At least three **"Similar Work" *** of value **₹ 60,82,92,450/-** or more. or **(ii)** At least two **"Similar Works" *** each of value **₹ 81,10,56,600/-** or more. or **(iii)** At least one **"Similar Works" *** each of value **₹ 121,65,84,900/-** or more.	• Each substantial member should have atleast one similar work under Clause B and meeting the fee requirement of Rs. 60,82,92,450/- or more • Each non-substantial member should have atleast one project meeting the fee requirement of Rs. 60,82,92,450/- or more in any transport infrastructure sector (highway, tunnel, airport etc.)	
167	Page 56, Note-1	2.1.1 - Minimum Eligibility Criteria: A. Work Experience: The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one **Similar Work** of minimum value of **₹ 70,96,74,525/-** during last **seven years……** commissioned and put into operations **Notes:** • Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work if the consultancy fees received is not less than the value specified in clause 2.1.1 (B). This provision is only applicable for clause 2.1.1 (B).	We request that the provision of 80 % substantial completion be also considered for the clause 2.1.1 (A) work experience as well.	Existing conditions prevails.
168	Page 62. Clause 3	Technical Evaluation • Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score	• As per the present stipulation for technical evaluation, 10 marks out of total 100 marks will be awarded for cumulative fee received from GC/ PMC Contract of Railway/Metro/Suburban Railway projects only in India. The projects delivered internationally are not given any credit. • For fees received below Rs. 500 Crores from Indian projects, the marks would be awarded in a proportionate manner	Corrigendum Issued in Clause - 3 A section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			• It appears that through the above criteria, the Client wants to implement the "Make in India" initiative. • We however note that such disproportionately higher weightage to projects executed in India does not contribute in any manner to the "Make in India" initiative since this will benefit only the foreign entities of the two or three large non-Indian firms who entered the Indian market at the onset of the metro rail program in India and have been working on large programs which could bring such revenues in previous three years for the firms. • Neither the Indian-registered firms nor other non-Indian firms who possess relevant credentials but entered the metro rail market in India in more recent times would be able to score with this criterion. Further, Indian firms would score far less than the two or three international firms, thereby completely defeating the stated "Make in India" initiative In order to have a fair competition, we below alternatives: **Alternative 1** • Cumulative fee received in GC/PMC/**IE** assignments in the past **seven** years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) o Less than INR 100 Crores - 2 marks o Greater than INR 100 Crores – INR 150 Crores - 4 marks o Greater than INR 150 Crores – INR 200 Crores - 6 marks o Greater than INR 200 Crores – INR 250 Crores - 8 marks	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			○ Greater than INR 250 Crores – INR 300 Crores - 10 marks **Alternative 2** We suggest that the fee received in GC/PMC assignments globally (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) should be considered. We request you to modify the clause as below: • Cumulative fee received in GC/PMC/**IE** assignments in the past three years by the firm **Globally (anywhere in the world)** including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score **Alternative 3** We suggest that the total marks i.e. 10 marks be bifurcated between cumulative fee received in GC/PMC assignments in India and Globally. The revised clause could be as below: • Cumulative fee received in GC/PMC/**IE** assignments in the past **seven** years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) ○ Less than INR 100 Crores - 1 mark ○ Greater than INR 100 Crores – INR 150 Crores - 2 marks ○ Greater than INR 150 Crores – INR 200 Crores - 3 marks	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			○ Greater than INR 200 Crores – INR 250 Crores - 4 marks ○ Greater than INR 250 Crores – INR 300 Crores - 5 marks • Cumulative fee received in GC/PMC assignments in the past three years by the firm **Globally (anywhere in the world excluding India)** including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 5 Marks - Below ₹500 Crores proportionate score	
169	Page 62-64 Page 65, Note-2	**Page 62-64-** Technical scoring for key personnel, Sr. No-1 to 24 • Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering. **Page 65, Note-2** **Experts at Level K1 should possess an Post Graduate Degree** at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning. **CV of Personnel not having the foregoing qualification will not be considered for evaluation**. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	As per page 62-64 for all the 24 positions, the minimum education requirement is undergraduate whereas as per note-2 the Experts at Level K1 should possess an Post Graduate Degree. CV of Personnel not having the foregoing qualification will not be considered for evaluation The above contradicts each other and as per the note it says that all the K1 candidates should have Post Graduate Degree Please clarify We request that the Minimum education requirement should be Graduate Degree.	Post graduate is only for additional marks.
170	Page 62-64	Under Graduate	Please clarify if Under Graduate refers to Diploma or Graduate Degree	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
171	Page 65, clause 3.b	Experience in Railway/Metro/Suburban infrastructure Project's implementation **of at least 20 years** at various levels (personnel with experience of less than 20 years will not be awarded any points)	We request that the 20 years requirement of Experience be the overall experience of the employee irreverent of the sector. Accordingly we request you to modify the clause as below:- • Experience in Railway/Metro/Suburban infrastructure Project's implementation / infrastructure project **of at least 20 years** at various levels (personnel with experience of less than 20 years will be awarded proportionate points)	Corrigendum Issued in Clause - 3 section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
172	Page 66	Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at S. No. 1,2,3,4,7,10,12,13,14 and 18. 1. Experience of 7 years or more full marks. 2. Experience below 7 years proportionately WRT the number of years of experience	The criteria specifies 15 % weightage for few positions. Please clarify what will be the criteria for the other positions (not included in this clause) to score the 15 % marks.	Please see the criteria carefully
173	General	Age Limit for candidates	Please specify the age limit for the candidate. We request to consider 65 years as Maximum age limit	Corrigendum Issued in Clause - Appendix-C section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
174	Page 71	The share of partners shall not be less than the specified percentage • Each Partner – 10 %	Please clarify if the minimum share for each partner should be above 10 % to be substantial partner	Please refer to clause ITB 4.1 (e) of section 2 (BDS)
175	Page 94	FORM TECH-3 B FINANCIAL DATA FOR LATEST LAST 5 YEARS Profit before tax should be positive in at least two years, out of last five audited financial years	In the RFPs issued for most of the similar assignments, the Financial Performance of the firm is demonstrated by considering the Turnover and Net worth of the company since information on both these parameters is considered good enough to demonstrate the financial performance of the	Corrigendum Issued in Clause - 3 B section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			company. We therefore request that the requirement of positive Profit before tax (PAT) may be deleted. Alternatively, we suggest that this requirement of positive Profit before tax (PAT) should be required to be met only by the Lead Member of the consortium	vide Corrigendum—2 dated 11.5.2021.
176	Page 62	Project Director/ Team Leader Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering. (Min 20 yrs exp.)	We request you to modify the clause as below:- Under Graduate in Civil, Mechanical, Electrical, Electronics and Electronics and Telecommunications Engineering or equivalent (Min 20 yrs exp.)	Corrigendum Issued in Clause - 3 A section- 3 (EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021.
177	Page 62	Dy. Project Director/Team Leader (System) Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp.)	We request you to modify the clause as below:- Under Graduate in Mechanical, Electrical, Electronics/ Electronics and Telecommunications Engineering or equivalent (Min 20 yrs exp.)	
178	Page 63	Chief Safety Expert Under Graduate in Civil Engineering (min 20yrs exp)	We request you to modify the clause as below:- Under Graduate in Engineering (min 20yrs exp)	
179	Page 63	Chief Testing & Commissioning Expert Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp)	We request you to modify the clause as below:- Under Graduate in Civil Mechanical, Electrical, Electronics, Electronics and Telecommunications Engineering or equivelent (Min 20 yrs exp)	
180	Page 63	Chief Power Supply & Traction design Expert Under Graduate in Electrical Engineering stream (Min 20 yrs exp)	We request you to modify the clause as below:- Under Graduate in Electrical/ Mechanical Engineering Stream or equivelent (Min 20 yrs exp)	
181	Page 64	Chief RAMS Expert Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp)	We request you to modify the clause as below:- Under Graduate in Civil Mechanical, Electrical, Electronics, Electronics and Telecommunications Engineering or equivelent (Min 20 yrs exp)	
182	Page 64	Chief AFC Design & Supervision Expert	We request you to modify the clause as below:- Under Graduate in Electrical, Electronic, Electronic and Telecommunication, IT Engineering Stream. (Min 20 yrs exp)	

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
183	Page 64	Chief Financial Expert Charted Accountant and Cost accountant (Min 20 yrs exp)	We request you to modify the clause as below:- Charted Accountant or Cost accountant or MBA Finance (Min 20 yrs exp)	Existing condition prevails
184	Appendix B (Page – 232)	Rate for hotel and other reimbursable expenses mentioned are same for all places, but it varies significantly from place to place	Suitable rate linked to type of city and star of hotel, etc. may be specified, so that experts wouldn't be discouraged from travelling in the interest of the project.	Please refer to response to query at S. No. 19
185	Section 9 BOQ Note 1	The quoted rates/prices shall be inclusive of all duties, taxes, with holing taxes, royalties, cess payable by the consultant and other incidental charges required to fulfill the proposal conditions including statutory deductions TDS towards income tax etc including Goods and Services Tax (GST)	We request you to kindly allow us to submit Billing Rates excluding GST. Billing Rates including GST will complicate the invoicing during implementation. GST should be paid as per prevailing/applicable rates. A separate item of GST can be added in the financial form	Existing condition prevails
186	Form FIN – 3	Office Supplies, Drafting Supplies, Printing, Duty Travel to Site and Per Diem	In addition to the items mentioned in the Form FIN – 3 please advise under which head should be quote cost of Office Supplies, Drafting Supplies, Printing, Duty Travel to Site and Per Diem	Please refer the details contained in Bid document.
187	Clause 39.3 Counterpart Personnel GCC Page 196	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.	It is proposed that if any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant, then in that case, the Consultant instead of requesting the Client for replacement, shall themselves replace that member of the counterpart personnel with their own candidate with prior approval of the Client. Please confirm.	Existing condition prevails
188	Clause 17.1 GCC Force Majeure Page 185	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or	Please confirm that the Covid-19 (Pandemic/Epidemic) and imposition of lockdown/lockdown restrictions by State/Central Govt. will remain to be considered as FM event so Consultant will be exempted from any penalties, extension of time granted, and related costs will need to be granted	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		other industrial action confiscation or any other action by Government Agencies.		
189	Clause 45 (c). Mode of Billing and Payment GCC page 197	The Client shall pay the Consultant's invoices within sixty (60) d days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment.	Please confirm the time period in days when the withheld portion of payment be released on satisfactory re-submission of supporting documents.	Existing condition prevails
190	30 (ii) SCC page 210	Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments.	There is no maximum limit (cap) on replacement penalties. We request and propose for deduction cap on all penalties at 10% of the remuneration amount Further, we understand that the number of allowed replacements i.e. 6 (six) are very less as compared to total number of K1 and K2 (59 No's) candidates. We request you to modify the clause as below:- • We suggest that replacements of 10% of key positions should be allowed per year without attracting penalties during the first 2 years and replacements of 20% of key positions per year should be allowed without attracting penalties for subsequent years • For replacements over and above the maximum number of replacements permitted each year, a penalty of 5% of the billing rate for that position shall be levied only for the first replacement and shall be applicable only on the balance man-months for that position	Corrigendum Issued in para 30 (ii) section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
191	30 (ii) SCC page 210	Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in	• We also suggest having a provision wherein penalties shall only be applicable if the GC is unable to demonstrate efforts to retain staff expressing intent to resign and leave We further understand that that penalties should not be applicable if the change/replacement is	Corrigendum Issued in para 30 (ii) section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments.	requested by the Client	
192	45.1 (a) (iii) SCC Page 212	iii. Deductions of advance payment shall commence in the next invoice following that in which the total of all certified interim payments (excluding the advance payment and deductions) exceeds 15% of the Accepted Contract Amount less Provisional Sums; and deductions shall be made at the amortization rate of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 85% of the Accepted Contract Amount less Provisional Sums has been certified for payment.	Can the Consultant provide BG against deductions of advance payment in invoices? If not, we request you to provide for it to avoid deductions in invoices. Please confirm	Existing conditions prevail
193	Clause 49 SCC page 215	The arbitrators shall be appointed as per following procedure. (i) In case of Sole Arbitrator: Within 30 days from the day when a written and valid demand for Arbitration is received by MD/K-RIDE, the Employer will forward a panel of 03 names to the GC. The GC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the GC fails to choose one Arbitrator within 30 days of dispatch of the request by the Employer, then MD/K-RIDE shall appoint any one Arbitrator from the panel of Arbitrators as sole Arbitrator. ii) In case of 03 Arbitrators: (a) Within 30 days from the day when a written and valid demand for Arbitration is received by MD/K-RIDE, the Employer will forward a panel of not fewer than 5 nominees	There should be an ensured dispute escalation clause with representatives of both parties, instead of a sole Arbitrator to be appointed from the panel of Arbitrators prepared by the Employer to ensure transparent procedures under Arbitration and Conciliation Act 1996. We recommend a panel of Arbitrators representing both the Parties who will appoint the third Arbitrator with mutual consent. Please confirm.	Corrigendum Issued in Clause-49 section- 7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		to the GC. The GC will then give his consent for any one name out of the panel to be appointed as one of the arbitrators within 30 days of dispatch of the request by the Employer. (b) Employer will decide the second Arbitrator. MD/K-RIDE shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the GC, within 30 days from the receipt of the consent for one name of the Arbitrator from the GC. In case the GC fails to give his consent within 30 days of the request of the Employer then MD/K-RIDE shall nominate both the Arbitrators from the panel. (c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of Arbitrators provided to GC or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the MD/K-RIDE.		
194	Clause 50. (a) Performance Security SCC Page 218	The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate.	There is no expiry calendar date in case the Project stops early. We request and propose to provide an expiry calendar date.	Existing condition prevails.
195	Additional Clause-1 SCC Page 218	In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 20% of the remuneration of the Expert and proportionate fixed component based on the remuneration shall be done for the period of non-deployment.	There is no maximum limit (cap) on recovery for non-deployment. We request and propose for deduction cap at 10% of the grand total of the remuneration of the experts non-deployed for the period of non-deployment. Please confirm.	Corrigendum Issued in Additional Clause-1 of section-7 (SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
196	Page 65, Clause B, Note-2	Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), **during which he should have completed one project from start to commissioning.** CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	You would appreciate the fact that there will hardly be any candidates that would work on a single project from start to commissioning We therefore request to modify the clause as below:- Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S). CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	Corrigendum Issued in Clause-3Bsection- 3(EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
197	Page 51, ITB 22.1	Last Date and Time of submission of Bid: 31st May-Time 15:00 hrs.	With the Pandemic situation deteriorating in India and the Lock-down is in place across the country, we request you to provide at-least 4 weeks' time for submission of Proposal after reply to pre-bid queries are issued.	Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
198	ITB 4.1 (e) pg 48	NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM (i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 25% participation will be termed as non substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 25% or more percentage participation shall be termed as substantial partner (iv) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the bidder shall be treated as non-responsive.	We would request that you may allowed the organization to participate even if they don't have the necessary Credential as they may bring there aspect to the Consortium that will be mutually beneficial to the consortium as well as to the project delivery.	Corrigendum Issued in Clause-4.1 (e) section- 2(BDS). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
199	ITB 15.1 & ITB 33.1 pg 50	The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (INR).	We request you to allow euros for our international CV's.	Existing condition prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
200	ITB 22.1 pg 51	The deadline for bid submission is: Date: 31st May- Time: 15:00 hrs.	Given the pandemic issue, we would request you to extend the date for submission by one month.	Existing condition prevails
201		For participation in the tender, the Organization has to be register in India	Kindly clarify the term " Register in India"	Please refer to response to query at S. No. 52
202	Invitation of Bid - Last Date of Receipt and opening of Bids	The completed Bids must be submitted through e-procurement Portal https://kride.enivida.com not later than 15.00 hrs on 31/05/2021	We request you provide at least 4 weeks of time for submission from the date of issue of pre bid clarifications.	Please refer to response to query at S. No. 37.
203	Section 5 – Objectives of the Assignment and Role of GC	The process for availing of loan from ("Funding Agency") has been initiated and is under active consideration of various financial institutions.	Role of GC includes compliance of various components such as Safety, health, environment, social management, etc as per the funding agency requirements. So, please let us know the funding agency details so that we would propose experts having experience of that funding agency.	KRIDE is in the process of raising debt from Multi lateral /Bi lateral funding agencies.
204	Section 5 – Objectives of the Assignment and Role of GC	The objective of this Request for Proposal is to select a General Consultant ("GC") to provide expert consultancy services for successful planning, review of station and corridor planning, finalizing of alignment, proof checking of detailed designs (prepared by the Detailed Design Consultant, contractors and by the vendors of Systems),	Would there be any conflict of interest if a consultant bids for both GC and DDC assignments. Please clarify.	Please refer to response to query at S.No.59
205	Page No. 31 of the hard copy RFP document. Section 1: Instructions to Bidders Clause 14.7	Replace Sub-Clause ITB 14.7 by following: The price shall include cost of all key personnel, remuneration, support staff, office expenses (other than rent which shall be paid by K-RIDE), travel (reimbursable as per Appendix B of SCC), accommodation (reimbursable as per Appendix B of SCC), printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, royalties, cess and other levies payable by the Consultant under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder including Good and Services Tax (GST).	It is understood that the financial proposal has to be inclusive of all taxes including GST. Further, it is also understood that the estimated price given in the RFP and the cost of project for eligibility as per eligibility criteria section 2.1.1 A & B are also inclusive of all taxes. Please clarify.	The exiting conditions prevail. The fees is inclusive of all taxes including TDS and GST.

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
206	Page No. 56 of the hard copy RFP document. Section 3: Evaluation and Qualification Criteria (EQC) Clause 2.1.1	**NOTES – bullet point 3** For completed works, value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. The approved exchange rate copy of the RBI (Reserve Bank of India) should be attached with the tender. In case of works in foreign currency the effect of inflation is considered as included as the **exchange rate prevailing 28 days before tender submission** is being considered for conversion to Indian Rupees.	In case the bid submission date is changed, the financial proposal will have to be changed as well. To avoid this dependency of financial proposal on the bid submission date, it is requested to please modify the clause as suggested below – For completed works, value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. The approved exchange rate copy of the RBI (Reserve Bank of India) should be attached with the tender. In case of works in foreign currency the effect of inflation is considered as included as the **exchange rate prevailing 28 days before tender issue date i.e. 13/4/2021** is being considered for conversion to Indian Rupees.	Please refer to response to query at S.No.8
207	Page No. 167 of the hard copy RFP document. Section 5 : Terms of Reference (TOR) Clause 7.1	7. Activities and contract period 7.1 The Activities of this Contract shall be as follows: 1. Submission of report after critical study of DPR (incl. amendments thereon), value addition over & above provisions of these studies with proposed implementation roadmap as per Clause 3.1 of Section 5: Terms of Reference.	Please confirm if this DPR is the same report which is prepared by RITES for the project as part of the Feasibility Study.	Yes
208	Page No. 198 of the hard copy RFP document.	(c) **The Client shall pay the Consultant's invoices within sixty (60) days** after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is	In order to ensure that consultant has sufficient project cash-flows during project execution, it is requested to please modify the referred clause as suggested below	Existing conditions prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
	Section 6 : General Conditions of Contract Clause 45.1 (c)	not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.	(c) **The Client shall pay the Consultant's invoices within Fifteen (15)** days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.	
209	Page No. 198 of the hard copy RFP document. Section 6 : General Conditions of Contract Clause 45.1 (d)	*(d).The Final Payment* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. **The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice**. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement	In order to ensure that consultant has sufficient project cash-flows during project execution, it is requested to please modify the referred clause as suggested below *(d).The Final Payment* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. **The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory thirty (30) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such thirty (30) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice.** The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in	Existing conditions prevails

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.	accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.	
210	Page No. 212 of the hard copy RFP document. Section 7: Special Conditions of Contract Clause 45.1(a)	i. The amount of advance payment is 5% of the remuneration in INR the advance payment securities shall be in the currencies of the advance payment. The advance payment shall be made against a bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment (in Indian Rupee) . The Advance shall be interest bearing and rate of interest shall be SBI MCLR prevailing on the date of advance for the corresponding period +2%. The mobilization advance shall be paid in two instalments (2.5% after submission of bank guarantee and applicable insurance/indemnity/liability as per SCC 24.1 and 2.5% after mobilizing of all key experts with submission of bank guarantee)	It is requested to please allow interest free advance to the consultant.	Existing conditions prevails
211	Page No. 214 of the hard copy RFP document. Section 7: Special Conditions of Contract Clause 45.1(e)	Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture/Lead Member.	In most of the cases the JVs are unincorporated JVs formed just for the specific purposes of handling a single project. In such a set-up if payments are made to JV account only, then each individual JV member ends up in raising an invoice to the JV who in-turn raises a consolidated invoice to the client. During payment release however, there is a dual TDS deduction at client's ends as well as at JVs end. This individual JV members runs with a risk of shortage of cashflows which may take upto 6-10 months to settle the tax returns and recoup the money.	Corrigendum Issued in Clause-45.1 (e) section- 7(SCC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
			Accordingly, it is requested to please consider provision of separate payments to individual JV members on submission of a single consolidated invoice from the JV lead with supporting documents and break up of payments to be made to each member of JV. This provision is also available in Bangalore Metro Rail Corporation bids as well and once such example is enclosed with these pre-bid queries.	
212	Page No. 65 of the hard copy RFP document. Section 3: Evaluation and Qualification Criteria (EQC) Clause - Scoring methodology for key personnel: B	Note 2 Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/ Suburban Railway Project (S), **during which he should have completed one project from start to commissioning.** CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	It is highly unlikely that any expert would have completed one single project from start to finish, as these projects generally takes a long time to complete by which time the deployed personnel generally moves on to other opportunities. This decision of the personnel to change jobs is beyond the control of consultant firms and therefore it is requested that this clause be modified as suggested below Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/ Suburban Railway Project (S)**.** CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification	Corrigendum Issued in Clause-3Bsection- 3(EQC). Please refer Revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
213		We understand that the in the EOI proposal Experience/Credentials/References of Parent/Sister company are also acceptable with their consent.		
214		Kindly confirm the Global Technical and Financial credentials of Principals and/or Sister Company shall be acceptable on behalf		

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		of Subsidiary company who is bidding the tender		
215		Kindly confirm that the work done in past for the private clients / MNC Group / EPC companies supported by Work completion/Invoice and Payment receipt with TDS certificate as payment proof shall be acceptable		
216		Kindly confirm that the work done in past for services line Feasibility/General Consultant/ PMC/Technical Advisory/Design Review/Design Check /Design Certification/ Site Supervision of any project of Metro/LRT/RAILWAY etc is also acceptable.		
217		Kindly confirm that the ongoing projects experience will also be acceptable.		
218		Kindly confirm if the technical proposal is to be submitted online by email only or submission of physical copy of technical bid is mandatory. Due to the Covid pandemic we propose for an email submission		
219		This being an EOI hence CV submission is not required.		Kindly read the revised tender document issued on 11.5.2021 vide Corrigendum—2 dated 11.5.2021
220		Kindly confirm the estimated man months given in EOI are minimum in nos. Kindly specify which position has to be covered by International Expert.		
221		Kindly confirm that any Indian person having more than 5 years International Experience of similar project will be considered as International Experts.		
222		Kindly confirm that NO change in the qualification criteria will be allowed during RFQ Stage.		
223		Kindly confirm no methodology is to be submitted at present.		

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
224		Kindly provide the education, Qualification & Experience requirement of National and International Experts to be proposed.		
225		Kindly confirm that additional partner in the Consortium from the companies not participated in the EOI can also be added during the RFQ to strengthen the JV.		
226		As this is a Global EOI of UTO work we request you to kindly accept the bid proposal in JV/Consortium with minimum 4 members.		
227		Please be informed that our one Sister company (RINA Services in JV with RINA India Pvt Ltd) is executing another contract for Independent Safety Assessment (ISA) Services for Signaling and Train Control System for 4 Extension of Phase 1. As this is a different project (Phase II) and hence no Conflict of interest will be applicable and RINA Consulting SpA can bid this tender. Kindly confirm.		
228		Kindly confirm the tentative start date of the project.		
229		Kindly confirm the when the RFQ asking for the price will be released.		
230		Kindly share the word file of EOI published to ease the process of using the format.		
231		Kindly confirm that the participation in the pre bid meeting will be allowed only to the agencies who had purchase the documents by paying the Tender fee.		
232		Kindly share the link of Pre bid meeting.		
233		We understand that in the tender proposal Experience/Credentials/References of		

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
		Parent/Sister company are also acceptable with their consent.		
234		Kindly confirm the Global Technical and Financial credentials of Principals and/or Sister Company shall be acceptable on behalf of Subsidiary company who is bidding the tender.		
235		Kindly confirm that the work done in past for the private clients / MNC Group / EPC companies supported by Work completion/Invoice and Payment receipt with TDS certificate as payment proof shall be acceptable.		
236		Kindly confirm that the work done in past for services line Feasibility/General Consultant/ PMC/Technical Advisory/Design Review/Design Check /Design Certification/ Site Supervision of any project of Metro/LRT/RAILWAY etc is also acceptable.		
237		Kindly accept the criteria of Experience of LRT Project having PHPDT of more than 20000.		
238		Kindly confirm that the ongoing projects experience will also be acceptable.		
239		Kindly confirm if the technical proposal is to be submitted online by email only or submission of physical copy of technical bid is mandatory. Due to the Covid pandemic we propose for an email submission.		
240		Kindly confirm the estimated man months given in tender are minimum in nos.		

S. No.	Section/ Clause	As Given in Tender Document/RFP	Observation/Clarification	Response to Bid Queries
241		Kindly specify which position has to be covered by International Expert.		
242		Kindly confirm that any Indian person having more than 5 years International Experience of similar project will be considered as International Experts.		
243		Kindly confirm no methodology is to be submitted at present.		
244		Kindly provide the education, Qualification & Experience requirement of National and International Experts to be proposed.		
245		Kindly confirm that additional partner in the Consortium from the companies not participated in the EOI can also be added during the RFQ to strengthen the JV.		
246		As this is a Global tender we request you to kindly accept the bid proposal in JV/Consortium with minimum 5 members.		
247		Kindly confirm the tentative start date of the project.		
248		Kindly confirm that the participation in the pre bid meeting will be allowed only to the 148agencies who had purchase the documents by paying the Tender fee.		