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KRIDE remarks to Pre-bid Query of Transaction Advisor for procurement and maintenance of rolling stock Held on 5/10/2021

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| Tender notification Clause 7 Page 5 | | |
| 1 | As per tender document | The last date for submission of Technical & Financial proposals is 25 -10-2021, 15.00 Hour |
| | Q1 | <i>We request the Authority to give at least 4 weeks from the date of issue of clarifications for submission of a robust proposal</i> |
| | Q2 | <i>Request Authority to accept written queries raised up to three weeks before proposal submission. To enable preparation of best proposals, request Authority to extend the date of proposal submission by three weeks to 15 November 2021.</i> |
| | Q3 | <i>We would request Authority to provide additional time of at least 4 weeks from the date of reply of the pre bid queries to allow the consultant to submit an informed proposal.</i> |
| | KRIDE Remarks | The last date of submission is postponed to 15 November 2021, tender will be opened on 16 November 2021. |
| SEC-2 Information to Consultants/ PREPARATION OF PROPOSAL 3.3.3 / Page 12 | | |
| 2 | As per tender document | It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relation with it. |
| | Q1 | <i>Request the authority to clarify if higher marks will be given for permanent professional key staff. Also, does this imply that key staff cannot be on contract basis?</i> |
| | KRIDE Remarks | No restriction imposed in the contract, and no marks |
| SEC-2 Information to Consultants/ 3.3 vii (b) Joint Ventures: c-iv / Page 20 | | |
| 3 | As per tender document | Litigation History (Instructions to Tenderers: The intending Tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the tenderer or any partner of a joint venture may result in failure of the application). |
| | Q1 | <i>Being a large network of firms, we request Authority to waive off requirement of furnishing a detailed litigation history</i> |
| | KRIDE Remarks | Live litigation history may be furnished (under trial and penalty period both) PLEASE REFER CORRIGENDUM |
| SEC-2 Information to Consultants/ Data sheet CI-3.3vii b-c-1/ Page-20 | | |
| 4 | As per tender document | General experience for the period of years stated in Tender document (Instructions to Tenderers: the firms should have the skills and experience to provide both commercial/ technical and legal service in PPP transaction). for at least for a period of 5 years prior to the date of submission of application. |
| | Q1 | <i>We request that this criterion be set for JV as a whole entity and not for all member individually.</i> |
| | Q2 | <i>Several consulting firms do not have the experience to carry out legal services. Hence, request the Authority to modify the clause as "To be eligible for evaluation of its Proposal, the firms should have the skills and experience to provide commercial/ technical/legal service in PPP transaction</i> |

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| | Q3 | <i>Generally, consulting firms formed Joint Venture to complement the expertise and credential of each other. Also, the existing clause restrict the healthy competition. We, therefore, request the Authority to consider experience of similar work of any member of the Joint Venture The revised clause is proposed as under: "Any member of the Joint Venture must have experience in execution of similar work"</i> |
| | KRIDE Remarks | Please refer corrigendum (TABLE: The eligibility Criteria shall met as under) |
| | SEC-2 Information to Consultants/ Data sheet CI-3.3vii b-e/ Page-20 | |
| | As per tender document | All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.3 vii(b) (d) above. To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Average. annual turnover and Line of credit / liquid assets. All members of the joint venture must have experience in execution of similar work. |
| 5 | Q1 | <i>We request the Authority to accept the minimum eligibility only for the Lead Member in case of a JV/consortium. This is a standard provision accepted by all Govt. Authorities.</i> |
| | Q2 | <i>Request Authority to waive off requirement of incorporating a JV post award of work. The consortium can furnish a signed MoU between the consortium partners at proposal submission stage and share with Authority a draft of contract between consortium partners (without commercials) at negotiation stage. The format of such an MoU maybe furnished by the Authority, if required.</i> |
| | KRIDE Remarks | Please refer corrigendum (TABLE: The eligibility Criteria shall meet as under) |
| | SEC-2 Information to Consultants/ Additional clause 3.3VII-b-f/ Page 21 | |
| | As per tender document | A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Application. Pursuant to Sub-3.3 vii(b) (c) to 3.3 vii(b) (f) above, the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities. |
| 6 | Q1 | <i>We request the Authority to allow JV/consortium for the purpose of bidding in this engagement. This is a standard provision accepted by all Govt. Authorities</i> |
| | Q2 | <i>Request Authority to waive off requirement of incorporating a JV post award of work. The consortium shall furnish required MoU (Form 3L) at proposal submission stage and share with Authority a draft of contract between consortium partners (without commercials) at negotiation stage. In Form 3L, all occurrences of "Joint Venture" maybe substituted by "Consortium".</i> |
| | KRIDE Remarks | Tender condition prevails |
| 7 | SEC-2 Information to Consultants/ Additional clause 3.3Viii Page 21 | |

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| | As per tender document | The estimated number of professional staff months for the assignment is indicated in Annexure-1 of the T o R. The Consultant's Proposal must include at least the minimum time-input of Key Professionals and Sub-professionals specified in Annexure-1 of the T o R. If a Proposal includes less than the required minimum time-input, the shortfall in time-input will be increased to the minimum time-input during evaluation and amount revised accordingly. Proposals that quoted higher than the required minimum of time-input will not be adjusted. |
| | Q1 | <i>Tentative Man Months for each key expert of the Consultant have not been provided. Request Authority to share the same.</i> |
| | KRIDE Remarks | Tentative man month of all key expert will be 12 months from date of LOA. Please refer corrigendum. |
| | SEC-2 Information to Consultants/ Additional clause 3.3Viii Page 21 | |
| 8 | As per tender document | Submission of Standard Forms: (xii) 3T. Form of Parent company Guarantee |
| | Q1 | <i>We request the Authority to delete this requirement as a reputed consultant with healthy financials and experience can take the responsibility of delivering the project and does not necessitate a guarantee form the Parent Company.</i> |
| | KRIDE Remarks | If firm is using parent company credentials, this is must. Please refer corrigendum. |
| | SEC-2 Information to Consultants/ Additional clause 3.3Viii Page 21 | |
| 9 | As per tender document | 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 services required to be rendered as per the scope of work in the subject bid. In such case the bidder shall submit necessary documents to substantiate the shareholding of parent /holding company in the subsidiary Company. |
| | Q1 | <i>Since, the existing clause provides for "90% share" in the subsidiary company, the existing clause refers only to "Company". Mazars Advisory is a registered LLP and hence, we understand the 90% share criteria is not applicable on LLP. Please confirm our understanding.</i> |
| | KRIDE Remarks | Agreed |
| | SEC-2 Information to Consultants/ Additional clause 3.3Viii Page 21 | |
| 10 | As per tender document | The proposed work plan and methodology in the Technical Proposal shall not exceed 20 pages. For every page crossing the page limit 0.5 marks will be deducted. |
| | Q1 | <i>We request the Authority to restrict the number of pages to 10 pages otherwise it will result in a lengthy A&M and evaluation process.</i> |
| | KRIDE Remarks | 20 pages is the maximum limit, no penalty will be imposed on lesser pages. |
| 11 | SEC-2 Information to Consultants/ Data sheet- Eligibility Criteria Page 23 | |

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| | As per tender document | Eligibility Criteria as under: 5.3 A. Work Experience: The bidder will be qualified only if they have completed at least one Similar Work as defined in 5.3.D of minimum value of ₹ 79,80,000/- 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 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 5.3B Work Experience: The bidder will be qualified only if they have successfully or substantially completed similar work(s) as mentioned in 5.3.1 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" * each of value ₹ 68,40,000/- or more. Or ii. At least two "Similar Works" * each of value ₹ 91.20,000/- or more Or iii. At least one "Similar Work" * of value ₹ 1,36,80,000/- or more NOTE: Work experience under 5.3A will also be counted towards experience under 5.3B above |
| | Q1 | We request please consider similar works for last ten years instead of last seven years |
| | Q2 | Eligibility Criteria as under: 5.3 A. Work Experience: The bidder will be qualified only if they have completed at least one Similar Work as defined in 5.3.D of minimum value of ₹ 79,80,000/- during last ten years ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing work up to the same date mentioned before will also be considered for qualification of work experience criteria provided these phases have been at the minimum have crossed Letter of Award to successful bidder. AND 5.3B Work Experience: The bidder will be qualified only if they have successfully or substantially completed similar work(s) as mentioned in 5.3.1 during last ten 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" * each of value ₹ 68,40,000/- or more. Or ii. At least two "Similar Works" * each of value ₹ 91.20,000/- or more Or iii. At least one "Similar Work" * of value ₹ 1,36,80,000/- or more NOTE: Work experience under 5.3A will also be counted towards experience under 5.3B above |
| | Q3 | We understand that the reference here is for clause 5.3-A instead of Clause 5.3.1. |
| | KRIDE Remarks | Q1 Not accepted 7 years retained. Q2 for qualification of work experience criteria provided these phases have been tested, commissioned and put into operations will be changed to experience criteria provided these phases have been at the minimum have crossed Letter of Award to successful bidder (ex D3 stage in present transaction advisor contract). Q3 Clause 5.3.1 will be changed to 5.3A |
| | SEC-2 Information to Consultants/ Data sheet- CLAUSE-3.4.5 Page 24 | |
| 12 | As per tender document | CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (7) years. |
| | Q1 | Request Authority to clarify whether this is 7 or 10 years. Request Authority to consider expertise of relevant personnel in the past 10 years. |
| | KRIDE Remarks | Numerical 7 will be replaced with 10 |
| 13 | SEC-2 Information to Consultants/ Data sheet- similar nature of work Page 24 | |

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| | As per tender document | <p>Consultancy assignment, for preparation of revenue model and preparation of transaction/bid documents for</p> <p>A. A project is undertaken through public-private partnership (PPP) or other forms of private participation such as leasing or long-term service agreement or long-term procurement agreement, involving at least 100 railway/metro coaches Or B. A project that is undertaken in the airline sector, where the financial transaction through public-private partnership (PPP) involves project cost of ₹ 1000 crores. Or C. Privatization or disinvestment of government-owned companies in India involving the transfer of management control to a private sector entity where the financial transaction involves payment of ₹ 1000 crores</p> |
| | Q1 | <i>We request the Authority to allow experience in both private and public sector for Additionally, we also request you to consider experience in railway/metro sectors as procurement agreement, involving at least 100 railway/metro coaches as there are limited projects related to private sector alone.</i> |
| | Q2 | <i>We understand that the projects undertaken in the Airline Sector for the Preparation of Feasibility reports shall also be considered.</i> |
| | Q3 | <i>B. project that is undertaken in the airline sector, airlines/airports/metro/railway/MRT/LRT/Rapid rail-based transit/roads sector where the financial transaction through public-private partnership (PPP) involves project cost of ₹ 1000 crores.</i> |
| | Q4 | <i>We request the Authority to consider experience in road sector also as eligible sector to meet the requisite qualification criteria. The revised clause is proposed as under: "A project that is undertaken in the airline sector/ road sector, where the financial transaction through public-private partnership (PPP) involves project cost of ₹ 1000 crores."</i> |
| | KRIDE Remarks | <p>Q1/Q2 PPP element in finance modelling, tendering and bid document is mandatory. The project where BID document preparation is not involved will not be considered. Q3/Q4. In point B airline sector is replaced with airlines/airports/metro/railway/ MRT/LRT/ Rapid rail-based transit/roads sector</p> |
| | SEC-2 Information to Consultants/ Data sheet- Eligibility Criteria Page 26 | |
| | As per tender document | Turnover from Consultancy Services 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, |
| 14 | Q1 | <i>Last three financial years mentioned in the RFP are FY 2020-21, FY 2019-20, FY 2018-19. However, accounting books of FY 2020-21 are still under process and not yet finalised by our Chartered Accountants. Would request you to consider the three financial years as FY 2019-20, FY 2018-19 , FY 2017-18</i> |
| | KRIDE Remarks | Tender condition prevails. |
| 15 | SEC-2 Information to Consultants/ Data sheet- Eligibility Criteria Page 24 | |

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| | As per tender document | The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in "3B. CONSULTANT'S REFERENCES" of section 3 Bidding forms. Documentary proof such as completion certificates from client clearly indicating the name of participating firm, nature/scope of work including, actual completion cost and actual date of completion for such work should be submitted. All such documents of proof certificates should be apostilled from the country in which it was certified, or work done. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted. |
| | Q1 | <i>In event of Client completion certificates not available, we request you to consider copy of work order, bill of quantities, bill wise details of payment received certified by C.A. & T.D.S certificates for all payments received.</i> |
| | Q2 | <i>As per the clause, bidder has to apostille the proof certificates of executed foreign works from the foreign countries. Keeping in view the deadline of bid submission and Covid-19 restrictions prevailing in various foreign countries, We would request Authority to waive of this clause and should accept the payments received certificate attested by the Statutory Auditors appointed by the firm along with Letter of award. The requirement of work experience from only government or public restricted company is restrictive in nature. The authority would appreciate that many non-listed entities including private entities have undertaken PPP projects in the sector especially in foreign countries. With the existing criteria the experience of working with such international agencies will get excluded hence request the Authority to remove the categorisation of work experience issuing authority. Also, the authority will appreciate that not all entities/Authorities/Client issue formal work experience certificates hence it is requested to allow Letter of Award along with Statutory Auditor certificate for fee received for considering the work experience.</i> |
| | KRIDE Remarks | Along with copy of work order, bill of quantities, bill wise details of payment received certified by Statutory Auditors & T.D.S certificates for all payments received, proof of crossing the stage of letter of award to successful bidder, (ex D3 stage in KRIDE transaction advisor contract) should be furnished. |
| | SEC-2 Information to Consultants/ Data sheet- Technical Evaluation Page 28-30 | |
| 16 | As per tender document | If the Bidders average annual turnover is i) 10 Cr. - 30 Cr. - 2 marks OR ii) >30 Cr. - 50 Cr. - 3 Marks OR > 50 Cr. - 5 Marks |
| | Q1 | <i>We request you to reduce the turnover criteria to enhance participation. i. 5 cr to 10 cr 2 marks ii. 10 cr to 20 cr 3 marks iii. >20 cr 5 marks</i> |
| | KRIDE Remarks | Tender condition prevails. |
| 17 | SEC-2 Information to Consultants/ Data sheet- Technical Evaluation Page 28-30 | |

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| | As per tender document | Quality Certification CMMI Level 3 = 2 marks OR CMMI Level 3 + ISO 9001 =3 marks OR CMMI Level 5 + ISO 9001+ISO 27001 = 5 marks |
| | Q1 | ISO 9001 – 3 marks CMMI Level 3 – 3marks ISO 9001+ ISO 27001 – 4 marks CMMI Level 5 + ISO 9001 + ISO 27001 = 5 marks |
| | Q2 | <i>CMMI Level Certification is applicable for Software Solution provider entities. Further, ISO 27001 certification is applicable for Information security management system. These certifications are not applicable for entities providing Transaction Advisory/Consulting Services. Instead, we recommend the inclusion of ISO 9001 certification which is related to “quality management”. We, therefore, request the Authority to delete the requirement of CMMI level and ISO 27001 level certifications. The revised clause is proposed as under :“ISO 9001 = 5 marks”</i> |
| | Q3 | <i>Capability Maturity Model Integration (CMMI) is a process level improvement training and appraisal program that is related to product engineering and software development and this model has nothing to do with the scope mentioned in the RFP. Evaluation based on the CMMI Level shall discourage other firms to participate in this opportunity as there are very limited firms having CMM1 level 5 We understand that the technical and financial qualification requirements of RFP ensures that only qualified professional firms will be able to participate in the tender process hence request the authority to remove the quality certification criteria. Also, we would like to draw attention of the Authority to the model documents issued by Government of India for consultancy services for various sector which does not have any certification requirements.</i> |
| | KRIDE Remarks | ISO 9001 3 marks ISO 27001 or CMMI (3 & above) 2 marks Please refer corrigendum. |
| | SEC-2 Information to Consultants/ Data sheet- Technical Evaluation Page 28-30 | |
| | As per tender document | Bidder experience Work Experience of having executed as per 5.3D.If any of the above claimed project is in the range of Rs.1 Cr -< Rs.1000 Cr - 5 mark OR Rs.1000 Cr - Rs.2500 Cr – 8 marks OR above Rs.2500 Cr. -10 marks If any of the above claimed project is in Metro/Rail sector additional 10 marks |
| 18 | Q1 | <i>We request the Authority to modify this clause to include experience in railway/metro sector in both private and public sector</i> |
| | Q2 | <i>Many a times, Clients (especially Government entities) does not issue Completion Certificates. Considering this, many tender issuing authorities (such as Niti Ayog) seek certificates from Statutory Auditor of the bidder, as a valid documentary evidence of work experience We, therefore, request the Authority to accept certificate issued by Statutory Auditor of the bidder as eligible documentary proof for the purpose of “Bidder Experience”.</i> |
| | KRIDE Remarks | Q1 Not accepted (since PPP element is must as per 5.3D) Q2 Accepted. (Refer SI no 17 also) Please refer corrigendum. |
| 19 | SEC-2 Information to Consultants/ Data sheet- Technical Evaluation Page 28-30 | |

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| As per tender document | Refer table team composition @ page no 30 of tender document. |
| Q1 | <p><i>Financial Expert undertakes financial modelling, project finance, project structuring related tasks in an assignment which is industry wide being handled by experienced professionals having professional qualification either in engineering or management. CA's domain is predominantly taxation issues and accounting related issues. Hence, we request the Authority to include post graduate in engineering/ management or equivalent as minimum qualification for Finance expert and Associate Consultant. Team Leader cum Financial Expert Post Graduate in Finance/Engineering/ Management or Associate Consultant Post Graduate in Finance/Engineering/ Management or equivalent</i></p> |
| Q2 | <p><i>We request the Authority to consider financial expert with minimum 15 years of experience. Additionally, a financial expert having MBA in finance/CFA have the same experience and capability as a CA and hence request you to consider qualification of MBA finance/CFA as well. Further, experience of procurement through PPP mode in any transportation sector will prove to be sufficient experience in undertaking this engagement. Hence, we request you to delete the 1 (ONE) Rolling Stock PPP Projects and instead include experience of projects in railway/metro projects for evaluation C2 – Legal Expert We request the Authority to consider experience of PPP in infrastructure sector for legal expert and delete one rolling stock ppp project C4 – Associate Consultant We request the Authority to consider qualification of BE/MBA as well.</i></p> |
| Q3 | <p><i>Financial Experts perform financial modelling and analysis on various functionalities irrespective of specific domain experience and same as legal experts. In this regard, we request to consider Financial and Legal Expert having work experience in metro/rail projects as well. We feel that we can provide same value addition.</i></p> |
| Q4 | <p><i>Stage-2 Technical Evaluation C Team Composition S. No.: C1 Key Personnel: Financial Expert Min qualification: CA or full time MBA or equivalent post-graduation in financial management from an Accredited University Experience & Eligible Assignments: Minimum Professional experience = 15 years He should have led the financial team in preparation of the revenue model and bid documents for 3 (THREE) Eligible Assignments as specified in Clause 5.3 D of which at least 1 (ONE) should be PPP Projects.</i></p> <p><i>Stage-2 Technical Evaluation C Team Composition S. No.: C2 Key Personnel: Legal Expert Min qualification: Graduate degree in Law Experience & Eligible Assignments: Minimum Professional experience = 15 years He should have worked as a legal expert in 3 (three) Eligible Assignments as specified in Clause 5.3 D, and at least 1 (one) should be PPP Projects</i></p> <p><i>Team Composition S. No.: C3 Key Personnel: Rolling Stock Expert Min qualification: Post Graduate or Graduate in Mechanical/ Electrical Engineering or Equivalent with Experience & Eligible Assignments: Minimum Professional experience = 5 years He should have worked as a sector expert in 1 (one) Eligible Assignments as specified in Clause 5.3D, and at least 1(one) should be Rolling Stock or PPP Projects.</i></p> <p><i>Stage-2 Technical Evaluation C Team Composition S. No.: C4 Key Personnel: Associate Consultant Min qualification: CA/ICWA or MBA or equivalent post-graduation in financial management from an Accredited University Experience & Eligible Assignments: Minimum Professional experience = 5 years He should have worked as a member of a financial team in preparation of revenue model and bid documents for at least 1(one) PPP project in any infrastructure sector.</i></p> |

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| | Q5 | <p>We understand that the Financial Expert will be required to provide inputs on the project structuring, financial appraisal and bid documentation hence the inputs required for the assignment are not restricted to core accountancy domain only. Accordingly, we would request for considering MBA (Finance) from reputed institute (IIMs etc.) or equivalent qualification in addition to CA as the minimum qualification for this position. Also, as per the Model RFP document issued by the Railway Board, minimum qualification required for Financial Expert is MBA (Finance) or equivalent.</p> <p>As per RFP, He should have worked as a legal expert in 3 (three) Eligible Assignments as specified in Clause 5.3 D, and at least 1 (two) should be Rolling Stock PPP Projects We would request Authority to clarify the number of assignments required in Rolling Stock PPP Projects</p> <p>The requirement of Post graduate degree in Mechanical/Electrical engineering or equivalent is restrictive in nature considering the availability of required expertise even with non-engineers especially with international experts. Hence would request Authority to relax this condition and allow Bachelors/Masters in relevant field with more than 5 years of experience as rolling stock expert. We understand that as per minimum requirements mentioned for the key experts' assignments should be from Rolling Stock PPP Projects for all the experts. However, as per Point no 2 of this clause, 1 or more eligible assignment in metro/rail sector gives you additional 25% marks. The sub- criteria will result in disproportionate weightage to specific experience requirement hence request the authority to remove the sub-criteria.</p> |
| | KRIDE Remarks | <ol style="list-style-type: none"> 1. C1 Team leader /Financial expert- Minimum Qualification CA or MBA (regular course) Finance from Reputed IIMs, 2. C2 legal Expert - (at least 1 (one) should be Rolling Stock PPP Projects) this clause will be deleted 3. C4 Associate Finance- Minimum Qualification CA or ICWA or MBA (regular course) Finance from Reputed IIMs, <p>other condition remains SAME</p> |
| | SEC-2 Information to Consultants/ Data sheet- Dis-qualification Page 32 | |
| 20 | As per tender document | The Bidder or any of its constituents and/or sub-consultant included in the bid has been blacklisted/ banned from business dealings with all Government Departments, in the State by the Government of Karnataka or by Ministry of Railways (MOR) or by K-RIDE at any time till finalization of Proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Proposals, for which satisfactory evidence is to be produced. |
| | Q1 | We request the Authority to accept a self-declaration statement from the bidder declaring non subsistence of any blacklisting / debarment as on bid submission date to be sufficient grounds for accepting bid/application. |
| | KRIDE Remarks | Accepted |
| | SEC-2 Information to Consultants/ Data sheet- Bid evaluation Page 31 | |
| 21 | As per tender document | The Price Bid will be treated as invalid and the overall bid shall be rejected, if it is not signed and sealed. |
| | Q1 | We understand that submission is online through the https://eproc.karnataka.gov.in portal. However, RFP mentions the price bid shall be rejected if not sealed. |
| | KRIDE Remarks | During technical evaluation stage there should not be disclosure of price bid hence, nowhere in the bid the price should be disclosed except space provided in E procurement portal. |
| 22 | Sec-3 | Standard Forms Page -39 |

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| | As per tender document | Except as stated in the Special conditions of contract, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Special conditions of contract may lead to the termination of Contract negotiations |
| | Q1 | <i>Request the authority to relax this clause and not link substitution of experts to termination of contract</i> |
| | KRIDE Remarks | termination or penalty will not be imposed in case of Death, Medical incapacity, technical incapacity clause as mentioned in tender document. |
| 23 | NA NA NA | |
| | As per tender document | NA |
| | Q1 | <i>We request the authority to kindly add the following clauses in the draft agreement: 1. Anti-Bribery and Anti-Corruption</i> |
| | KRIDE Remarks | sufficient clause of corruption incorporated in tender. |
| 24 | section -3 Standard forms MOU cl 9 Page 55 | |
| | As per tender document | INDEMNITY Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture |
| | Q1 | <i>We request the Authority to specify the Indemnity to "gross negligence, wilful misconduct or breach of 3rd party intellectual property rights, breach of labour laws or applicable law". And not to keep it open ended.</i> |
| | Q2 | We request Authority to modify the clause as under: Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture. If the bidder shall in any respect be determined by employer to have failed to perform the said obligations in the said bid or commits any breach thereof, we shall, on simple demand from the employer, ourselves promptly perform or take whatever steps may be necessary to achieve performance of the obligations of the bidder under the said bid and shall indemnify and keep indemnified the employer against any loss, damages, cost and expenses, howsoever arising from the said failure or breach of the bidder as determined by the employer, as if we were the original obligor. |
| KRIDE Remarks | Tender condition prevails. | |
| 25 | Section 5 TOR Clause 1A-II b & c Page no- 73 | |
| | As per tender document | Assessment of completed project cost: Based on quotations received from manufacturers and primary data as per clause 1A-Ia above, implementation schedule, and other soft costs, the completed project cost shall be assessed; O&M Cost Estimation: Based on the quotations received from operation & maintaining agencies and primary data as per clause 1A-Ia above, maintenance schedule, and other necessary services required, the year-wise O&M cost including spares replacement shall be assessed; |
| | Q1 | <i>As the rolling stock manufacturers are very reluctant to provide the data on their cost of their products and kept it as a trade secret, we request the Authority to kindly not to keep the condition of assessing completed cost based on quotations received. Considering this, the following modification may be done: b. Assessment of completed project cost: Based on data available on lowest price quoted by lowest bidder in the similar procurement contract, etc. and/or primary, secondary data</i> |

| | | as available, implementation schedule and other soft costs, the completed project costs shall be assessed. Assessment of O&M cost: Based on data available on O&M cost of similar rolling stock being used, etc. and/or primary, secondary data as available, maintenance schedule the year wise O&M cost including spare replacement costs shall be assessed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | KRIDE Remarks | Accepted and necessary changes will be made. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | Section 5 TOR Clause 2 note 2 Page no- 74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | As per tender document | In case of Cancellation /retendering at any stage, due to reason attributed to the consultant at any stage, all the stages have to be reworked from Sl. No. 3 above, by the consultant at no additional cost. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Q1 | The Authority may kindly note that it is very difficult to pin point the cause in case of cancellation or retendering at any stage. It is generally due to combination of various factors which are beyond the control of consultant and authority. Sometimes due to policy, regulatory or Authority's plan the tender may get shelved. Hence, the burden of rework at no additional cost is onerous on the consultant. However, the extent of resources, inputs in redrafting tender document is reduced to some extent for which a fee @50% of the original fee can be agreed. However, efforts for bid process related activities like pre bid, evaluation of bids remains same and therefore full amount should be payable corresponding to the activities is justified. Hence, we request the Authority to accordingly modify this condition of rework at no additional cost. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | KRIDE Remarks | This clause will be deleted. Refer corrigendum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Section 5 TOR Clause 2 Page no- 74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | As per tender document | Refer table @ page no 74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Q1 | <p>The drafting of RFP & draft agreement requires substantial time as it will be based on the stakeholder consultation. The RFQ stage require considerable time as the bidder needs to form their consortium with foreign companies. Based the input to be given at each stage the most of the inputs are to be provided till opening of RS tender. It the payments terms are back loaded the consultant price will increase in that proportion. Considering above the revised timelines and payment schedule is suggested as below:</p> <table border="1"> <thead> <tr> <th>Days</th> <th></th> <th></th> <th>%ofFee</th> </tr> </thead> <tbody> <tr> <td>D</td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D</td> <td>+</td> <td>90</td> <td>40</td> </tr> <tr> <td>D</td> <td>+</td> <td>120</td> <td>10</td> </tr> <tr> <td>D1</td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D1</td> <td>+</td> <td>90</td> <td>10</td> </tr> <tr> <td>D2</td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D2</td> <td>+</td> <td>30</td> <td>5</td> </tr> <tr> <td>D3 5</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | Days | | | %ofFee | D | | | 10 | D | + | 90 | 40 | D | + | 120 | 10 | D1 | | | 10 | D1 | + | 90 | 10 | D2 | | | 10 | D2 | + | 30 | 5 | D3 5 | | | | | | | | | | | | | | | | | | | | |
| | Days | | | %ofFee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | + | 90 | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | + | 120 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D1 | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D1 | + | 90 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D2 | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D2 | + | 30 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D3 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| KRIDE Remarks | <table border="1"> <thead> <tr> <th>Days</th> <th></th> <th></th> <th>%</th> <th>of</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>D</td> <td></td> <td></td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D</td> <td>+</td> <td>90</td> <td></td> <td></td> <td>40</td> </tr> <tr> <td>D</td> <td>+</td> <td>90</td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D1</td> <td></td> <td></td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D1</td> <td>+</td> <td>90</td> <td></td> <td></td> <td>10</td> </tr> <tr> <td>D2</td> <td></td> <td></td> <td></td> <td></td> <td>5</td> </tr> <tr> <td>D2</td> <td>+</td> <td>30</td> <td></td> <td></td> <td>5</td> </tr> <tr> <td>D3</td> <td></td> <td></td> <td></td> <td>10</td> <td></td> </tr> </tbody> </table> | | | Days | | | % | of | Fee | D | | | | | 10 | D | + | 90 | | | 40 | D | + | 90 | | | 10 | D1 | | | | | 10 | D1 | + | 90 | | | 10 | D2 | | | | | 5 | D2 | + | 30 | | | 5 | D3 | | | | 10 | |
| Days | | | % | of | Fee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | | | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| D1 | | | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D1 | + | 90 | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D2 | | | | | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D2 | + | 30 | | | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D3 | | | | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Section 6 PCC - other conditions Page 102 | |
| 28 | <p>As per tender document</p> <p>The data/ report submitted by transaction advisor is subjected to evaluation of general consultant of KRIDE. If there is a considerable difference of opinion a joint meeting will be held at KRIDE office, the decision of KRIDE is final and binding.</p> <p>d. In case the transaction advisor for Rolling Stock and General consultant is the same, all estimated costs should be validated by a third party, at the cost of the General consultancy service provider.</p> |
| Q1 | <i>Request Authority to carry out the exercise of third-party validation separately and bear the corresponding costs</i> |
| KRIDE Remarks | Not Accepted as This clause will be applicable in case GC and TAS are same. Tender condition prevails. |
| Sec 6 CI 2.6 Suspension Page 90 | |
| 29 | <p>As per tender document</p> <p>Suspension: The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.</p> |
| Q1 | <i>We request the Authority to add "However, the Client shall not withhold payment towards deliverables already provided in accordance with the Agreement."</i> |
| KRIDE Remarks | Payment will be as per Section 5 TOR Clause 2 Page no- 74 |
| Section 6 PCC Additional Para 3.4 Page 105 | |
| 30 | <p>As per tender document</p> <p>Liability: The insurance coverage against the risks shall be as follows: Professional liability insurance, with a minimum coverage of value equal to the Contract value. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country; Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to: (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |

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| | | <p>Liability: The insurance coverage against the risks shall be as follows: Professional liability insurance, with a minimum coverage of value equal to the Contract value. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country; — Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and — Insurance against loss of or damage to: (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |
| | KRIDE Remarks | Tender condition prevails. |
| | Sec-6CI- 3.3 Confidentiality Page 94 | |
| | As per tender document | Confidentiality The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. |
| 31 | Q1 | <i>We request the Authority to provide exception to: "Provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority."</i> |
| | Q2 | <i>We request the client to add: "The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i> |
| | KRIDE Remarks | Accepted for a and d clause of Q1 above. Please refer corrigendum. |
| 32 | Sec-6 CI- 3.5 Accounting, Inspection and Auditing Page 94 | |

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| | As per tender document | Accounting, Inspection and Auditing The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the PCC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client. |
| | Q1 | <i>Any audit will be on advance notice of 10 days and not more than once in a year. Further, any auditor appointed by Authority shall not be a competitor of the consultant</i> |
| | KRIDE Remarks | Accepted, Please refer corrigendum. |
| | Section 6 PCC Additional Para 4.5.2 Page 107 | |
| 33 | As per tender document | Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director,) shall not exceed 2 per year. Beyond that, an amount equal to 5% 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. In case the project is completed within the targeted time line, the penalty levied here in |
| | Q1 | <i>We request the Authority to remove the penalty on substitution.</i> |
| | KRIDE Remarks | (also refer sl 19), Tender condition prevails(also refer sl 19 above) |
| | Section 6 PCC Additional Para 3.4.1 Page 106 | |
| 34 | As per tender document | The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:(i)for any indirect or consequential loss or damage; and(ii)for any direct loss or damage that exceeds one (1) time the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law". |
| | Q1 | <i>We request the Authority to modify the clause as:(a) Limitation of the Consultant's Liability towards the Client except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not exceed a sum equal to the one (1) time the total value of the Contract. (b) Consultant shall not be liable to the Client for any indirect or consequential loss or damage; and (c) This limitation of liability shall not be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</i> |

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| | Q2 | <i>We request Authority to modify the clause as under: "Limitation of the Consultant's Liability towards the Client: Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds one (1) time the total value of the Contract; This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</i> |
| | KRIDE Remarks | Tender condition prevails |
| | NA | |
| | | NA |
| 35 | Q1 | <i>We want to request that in case we can no longer provide the Services in accordance with applicable law or professional obligations we shall be allowed to terminate our agreement with the authority with immediate effect. To make effect of this provision, we request inclusion of following clause in the RFP: The Consultant may terminate this Agreement, or any particular services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i> |
| | KRIDE Remarks | Tender condition prevails |
| | Section 6 Arbitration Page no 109 | |
| | As per tender document | Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules" |
| 36 | Q1 | We request inclusion of following clause in the RFP: Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules" <u>by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be Bangalore and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator.</u> |
| | KRIDE Remarks | Tender condition prevails |
| | NA | |
| 37 | As per tender document | NA |

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| Q1 | <p><i>The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</i></p> |
| KRIDE Remarks | Tender condition prevails |