

**RESPONSE OF GOVERNMENT OF TELANGANA TO QUERIES RECEIVED FROM APPLICANTS ON REQUEST for PROPOSAL (RfP) FOR APPOINTMENT OF INDEPENDENT ENGINEER FOR O&M PERIOD FOR HYDERABAD METRO RAIL PROJECT.**

Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
1.	1.10, Pg 5	<b>Pre-Proposal Conference</b> The date, time and venue of Pre-Proposal Conference shall be: <b>Date</b> : 06/07/2020 Time : 11.30 hrs IST <b>Venue</b> : Metro Rail Bhavan, Begumpet, Hyderabad.	As you understand the number of COVID 19 cases are increasing every day, hence we request you to kindly arrange for virtual pre-bid meeting instead of physical presence. Now, virtual meeting is preferred by most of the Government Authorities to avoid infection.	Agreed.  Please see Addendum No.1 dt.02.07.2020
2.	1.10, Pg 5	<b>Pre-Proposal Conference</b> The date, time and venue of Pre-Proposal Conference shall be: <b>Date</b> : 06/07/2020 Time : 11.30 hrs IST <b>Venue</b> : Metro Rail Bhavan, Begumpet, Hyderabad.	We would like to inform that following key personnel will be attending the pre-bid which is held on July 06, 2020 through video conferencing.  1. Mr. Jignesh Ruparel, Director (Business Development) 2. Mr. Shanmukh Dave, Sr. manager (Business Development)	Please see Addendum No.1 dt.02.07.2020
3.	Para 1.3.2 of Introduction, Pg 2	The Applicants are also advised to fully inform themselves of the terms of the Concession Agreement, Manual of Specifications and Standards	Concession Agreement and Manual of Specifications and Standards may be made available to bidders to have exact appreciation of scope under this TOR and prepare approach and methodology	Please see the letter addressed to the Applicants dt.02.07.2020
4.	1.10 of Introduction, Pg 5	Pre- proposal conference on 06.07.2020 at 1130 hrs IST , venue Hyderabad	Due to Coronavirus Pandemic problem, Physical meetings should be avoided as far as possible. Also our firm is located in National Capital Region, which has high number of cases, there may be restriction in the state of Telangana for people coming from red Zone. In view of the above, it is requested that Pre-proposal conference may be organized through Video conferencing	Please see Addendum No.1 dt.02.07.2020
5.	1.11.1 of Introduction, Pg 5	Except as set out in Clause 1.9, all communications including the submission of Proposal should be addressed to:  Mr. N.V.S. Reddy, Managing Director, Hyderabad Metro Rail Limited, Government of Telangana, Metro Rail Bhavan, Begumpet, Hyderabad - 500003. Phone: +91-40-23388580, 23388581 Fax: +91-40-23388582 Email: nvsreddyiras@gmail.com	Due to Coronavirus Pandemic problem, there are travel restriction. It will be difficult for bidders based outside Hyderabad to make physical submission of the proposal. It is requested that bids submission should be online which is now universally being followed by Industry	No Change is Contemplated.

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6.	Cl.2.1.4 Key person nel, Pg. no. 6&7	<b>Team Leader's requirement</b> Shall preferably be a senior Railway Electrical Engineer with Traction and Rolling Stock maintenance experience, operations and training exposure and involvement in MRTS / Railways, possess knowledge of latest technologies and should have worked in similar projects in similar position for the last 5 years.	Pls confirm that chief level position of expert in GEC assignment shall be considered similar position	Please read Clause 2.2.2 (D) 1 for Conditions of Eligibility of Key Personnel.
7.	2.2.2 Instruction to Applicant, Pg 8	<b>Key personnel Manmonth</b> Team Leader - 45 manmonths Civil Infra Engineer - 12 manmonths S&T Expert - 12 manmonths O&M Expert - 10 manmonths	The period of contract is for 60 months, however the manmonths requirement for Key personnels are considerably less. How will the Team leader/Independent Engineer work without key personnel. The thinking of Authority regarding the deployment of Civil Infra Expert, S&T expert, and O&M expert may be brought out.	Please read para 4.6 along with para 4.8 of Schedule – 2 of the Agreement
8.	2.14 Instruction to Applicant, Pg 20	(g) the CVs have been recently signed in blue ink by the respective Key Personnel and countersigned by the Authorised Representative of the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected. However print outs of scanned copies of the signed CVs of the respective Key Personnel duly countersigned by the Authorized Representative of the Applicant will also be considered; (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the entire duration of the Assignment Period;	The regular and permanent employees of an organisation especially of a PSU are under service obligation of serving any where in India. Therefore we request that willingness of proposed key personnel should not be made mandatory. Certification by authorised signatory of the applicant should be acceptable. Accordingly we also request modification in Form 12 of Appendix I.	Please see Addendum No.2 dt. 16.07.2020
9.	2.14.2 Item (j) Instruction to Bidder, Pg 20	No key Personnel should have attained the age of 75 years at the time of submitting of proposal.	As per para 2.14.6 of Instruction to bidders, all the Key Personnel proposed by the Applicant in its Proposal, with estimated Man Months of 12 or more as per Clause 2.2.2 (D) of this RfP, shall be full time permanent employees of the Applicant. An undertaking to this effect is being insited as per Form 16 of Appendix I. However as per extant para applicant can propose expert of even 75 years. The two requirement appears to be contradictory. Pls take a considered view and reconcile	No Change is Contemplated.  (Please read 2.14.6 and Form 16, Appendix - I).

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
10.	2.14.6 of Instruction to Applicant, Pg 21	All the Key Personnel proposed by the Applicant in its Proposal, with estimated Man Months of 12 or more as per Clause 2.2.2 (D) of this RfP, shall be full time permanent employees of the Applicant, its Associate or its Member(s), as the case may be.	Whether this clause is applicable for proposal stage or execution stage? Pls clarify.	At Proposal stage.
11.	2.14.6 of Instruction to bidders, Pg 21	In case any Key Personnel proposed by the Applicant in its Proposal is not an employee of the Applicant or its Associate or its Member, as the case may be, then the Applicant shall furnish Undertaking - 2 in relation to such Key Personnel in the format specified in Form 17 of Appendix I hereof.	Pls confirm undertaking - 2 under Form 17 of Appendix I shall be applicable for key personnel with estimated manmonth 12 or more also.	Yes. Please read Clause 2.14.6.
12.	2.14.6 of Instruction to Applicant, pg 21 and 22	The IE shall be required to arrange for technical visits for the representatives of the Authority to different Metro Rail systems across the globe for interaction and exposure to latest technology. These visits shall be spread over the total Assignment Period and shall include all the aspects of Metro Rail system from foundation to completion and operation. For the purpose of Financial Proposal, Applicant shall include an estimated 5 ( five) technical visits abroad of two representatives of the Authority each time during the entire Assignment Period.	Pls elaborate what type of costs are to be included by the bidder under which head. Duration of visit, Country of visit (Asian, European, American) is not specified.  It is requested that Authority sends its personnel with its own expenses and if Independent Engineer needs to accompany the authority to a foreign country, then travel and Stay cost of member of Independent Engineer shall be reimbursed by Authority.  Also if any member of Independent Engineer needs to visit a place out of Hyderabad in connection with the performance of duty at the instruction of Authority, then travel and Stay cost shall be reimbursed by Authority.	Please read Clause 2.15.2.
13.	2.25.3 of Instruction to Applicant, Pg 31	Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement	However, in exceptional circumstances substitution of the Team Leader will be permitted.	No Change is Contemplated.  (Please read Clause 2.25).
14.	3.1.3 of Instruction to Applicant	Item Code 3(a) Team Leader/ Metro Systems Operations Specialist - Marks 50 Item Code 3(b) Civil/Infrastructure Engineer - Marks 18	70 marks is assigned for key personnel (Item Code 3). But the marks assigned to the four individual Key Personnel Item Code 3a, 3b, 3c and 3d) add to 100. Pls reconcile	No Change is Contemplated.

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	nt, pg 33,34 and 35	Item Code 3(c) Signaling and Tele Communications Marks 20 Item Code 3(d) O & M Expert Marks 12		
15.	3.1.3 of Instruction to Applicant, pg 33	The scoring criteria to be used for evaluation shall be as follows The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in Metro Rail / Railway sectors.  Item Code 1. Relevant experience of applicant - Marks 20- ..... Item Code 3(a) Team Leader/ Metro Systems Operations Specialist - Marks 50 3(b) Civil/Infrastructure Engineer - Marks 18 3(c) Signaling and Tele Communications Marks 20 3(d) O & M Expert Marks 12	May please elaborate how the comparative size and quality of eligible assignments shall be used for scoring to make it objective.	No Change is Contemplated.
16.	3.1.3 of Instruction to bidders, pg 35	No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only Eligible Assignments exceeding the eligibility criteria shall qualify for scoring.	With this methodology, it will be difficult for the bidders to meet the requirement of minimum score of 70%. What happens when all the bidders have only min specified no of eligible assignment for the applicant/ a particular key expert. All of them will get a zero score.	No Change is Contemplated.
17.	3.1.4 of Instruction to bidders, pg 36	<b>Eligible Assignments</b> b) The areas of Railway/ MRTS expertise shall inter-alia include, civil structures (including elevated, at grade and underground track structure and stations), signalling, telecommunications, electric traction, rolling stock, air-conditioning, automatic fare collection systems, depots, workshops and other related facilities which are required for successful building and commercial operations of MRTS/ Railways.	Pls confirm that the project shall be considered eligible assignment if project include some of the expertise area listed here as Rly Projects may not have Automatic Fare Collection system	Please read Clause 3.1.4.
18.	5.1, pg 40	Only those Applicants who have purchased the RfP document shall be allowed to participate in the Pre-Proposal Conference.	As per para 1.4 (pg 3) of rfp document, RfP document can be downloaded from the Official Website of the Authority and the nonrefundable processing fee shall be furnished along with the submission of the	Please see Addendum No.1 dt.02.07.2020

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			Proposal. In view of the above it is requested that all interested bidders should be allowed to attend pre-proposal conference.	
19.	Para 4.1, 4.2, 4.3 of Schedule 1 "TOR", pg 50	<p><b>Operation Period - Timeframe for Review</b></p> <p>4.1 During the Operation Period, the Independent Engineer shall undertake a detailed review of the Drawings / Documents to be furnished by the Concessionaire along with supporting data and shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings / Documents. In particular, such comments shall specify the conformity or otherwise of such Drawings / Documents with the Scope of the Project and Specifications and Standards.</p> <p>4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.</p> <p>4.4 Upon reference by the Authority, the Independent Engineer shall review and comment on any contract for operation and maintenance of the Rail System, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.</p>	<p>Timeframe for review and submission of comments has been specified as 15 days in clause 4.1 and 7 days in clause 4.2 &amp; 4.3.</p> <p>As the man-month provision of Civil/Infrastructure Engineer and Signalling and Telecommunications Expert is only 12 man-months in the contract period of 5 years, which indicates that these key personnel cannot be engaged on continuous basis. Therefore, timeframe for review and submission of comments on issues pertaining these experts may be increased to 30 days under para 4,1 and 15 days under para 4.2 and 4.4 of TOR .</p>	<p>No Change is Contemplated.</p> <p>(Please read para 4.1 along with para 4.2 and para 4.4 of Schedule - 1 of ToR. Prolonged duration of reviews will effect the O&amp;M activities. IE to plan accordingly).</p>
20.	Para 1.1.1(n) of Schedule -2 "Agreement", pg 61	Man-Month shall mean a period of 25 Man Days	<p>Man-Month of 25 Man Days is unreasonably high because it may lead to deduction despite working by the experts on all working days of a month</p> <p>Therefore, in order to provide for weekly offs, holidays and contingencies, working on 22 Man Days in a calendar month should be considered for full payment applicable for a mon-month, which is a Good Industry Practice for such consultancy assignments.</p>	No Change is Contemplated.

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			Accordingly, this provision may be amended as:  Man-Month shall mean a period of 22 Man Days	
21.	para 4.6 Schedule - 2 "Agreement", pg 85	Resident Team Leader and Project Manager  The person designated as the Team Leader of the Independent Engineer's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Independent Engineer shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.	Although Team Leader is required continuously during operation period of 5 years, i.e., 60 months, only 45 man-months have been provided.  Please clarify how payment for remaining 15 man-months of Team Leader will be regulated.	No Change is Contemplated.  Please read para 4.6, Schedule – 2 along with para 4.8 Schedule – 2, page 85 of the RfP document.
22.	Cl. 4.9, Schedule - 2 "Agreement", pg 86	Last Para  The IE acknowledges that where Services are provided in a subsequent year to the Assignment Period to the year in which the Services were initially requested, on account of a delay in deployment, the IE shall not be entitled to escalation of rates for the component of the delayed Services.	The contract shall be operational for 5 years, which is a long period, To take care of cost escalation a Price Variation clause should be added.	Please read Clause 2.16.7 along with para 6.1.4, Schedule - 2, page 88 of the RfP document.
23.	Annex 6 Payment Schedule of Agreement, pg 100	The payments shall be made to the Independent Engineer as per the Man-Months rate as the contract for appointment of Independent Engineer is time based. The actual payments shall be made as per the actual Man-Months utilized on monthly basis.	Sometimes an expert who is not deployed at site at a given point of time, may be called by authority, In such case cost of travel and stay should be reimbursed by Authority.	No Change is Contemplated.  (Please read para 4.1, Schedule – 2, page 83 of the RfP document)
24.	Form 8/ Appendix I, pg 123	The Applicant should provide details of only those projects that have been undertaken by it under its own name	Pls confirm if Project is undertaken by a consortium and if applicant is a consortium member, the same shall be acceptable.	Please read Clause 2.3.3, page 12 of the RfP.
25.	Form 9/ Appendix	<b>Experience of Key personnel</b>	One of the column is Estimated Capital cost of Project. What figure is required to be given in	No Change is Contemplated.

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	ix I, pg 125		case a professional working with owner organisation like Indian Railways or Metro Railways is engaged in O&M activity which generally is a continuous work and does not have a Project Value. These experience of key professional should be important as the work is related to Operation and Maintenance.	(Please read Form 9, Appendix – I).
26.	Form 11/ Appendix I, pg 127	<b>Eligible Assignments of Key Personnel</b> Column -Name of Consulting Firm where employed:	Name of Consulting Firm will not be applicable for professionals who have worked on owner organisation's roll viz Indian Railways and Metro Railway organisation.. Since requirement of Key Professionals with Operation and Maintenance experience is required, O&M experience on owner organisation's payroll should be considered for award of marks.	No Change is Contemplated.  (Please read the Form 11, Appendix – I).
27.	Form 11/ Appendix I, pg 127	<b>Eligible Assignments of Key Personnel</b> Column -Estimated capital cost of Project (in Rs cr. or US\$ million):	O&M activity which generally is a continuous work and does not have a Project Value. These experience of key professional should be important as the work is related to Operation and Maintenance. It is requested to add an alternative column where size/ Asset value under maintenance or operation can be given	No Change is Contemplated.
28.	Form 17/ Appendix I, pg 134	<b>Undertaking -2 for Key Personnel</b> 1. the Key Personnel mentioned in the list annexed with this Undertaking is/are engaged by us for the performance of the Services;	To enable recently retired and competent professional to be proposed a key personnel we request to modify the para as below  1a. the Key Personnel mentioned in the list annexed with this Undertaking is/are engaged by us for the performance of the Services;  1b the Key Personnel mentioned in the list annexed with this Undertaking is/are available and shall be engaged by us for the performance of the Services  Tick 1a or 1b as applicable	No Change is Contemplated.

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
29.	Cl.1.6, Pg. 3	<p><b>Brief description of the Selection Process:</b> The Authority invites Proposals from consulting engineering firms or body corporates to undertake and perform the duties and functions set forth in the RfP. Upon evaluating the Technical Proposals so received, the Authority shall shortlist upto 6 (six) qualified firms/body corporates in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire----- ----- finalise and constitute a panel of upto 6 (six) firms (the "Panel of Firms"). Out of the Applicants who are included in the Panel of Firms, 3 (three) highest ranked Applicants shall be short-listed for evaluation of their Financial Proposal in the second stage as per Clause 3.2. The order of priority as among these 3 (three) Applicants ----- ----- for selection of the successful Applicant under this RfP, hereinafter referred to as the "Selection Process".</p>	<p>It is understood that only 6(six) applicants will be shortlisted based on technical evaluation. Such limitation on number of applicants at technical evaluation stage takes away fair competition from applicants who might score closely.</p> <p>Anyhow final selection will be made through QCBS process with 80:20 weightage.</p> <p>In view of the above, we request that financial evaluation be conducted for all technically qualified applicants, whosoever meets the threshold technical score, without any limitation on numbers.</p> <p>Further, the indicated threshold limit of 70 marks may be relaxed to 60 marks in order to facilitate more competition.</p> <p>May kindly consider.</p>	No Change is Contemplated.
30.	Cl. 3.2, Pg 36	<p><b>Short-listing of Applicants:</b> Of the Applicants who have scored at least 70 marks and ranked as per Clause 3.1.1 hereof, ----- scoring less than 70 marks, the Authority may, in its sole discretion, shortlist the Applicant(s) whose technical score is the next highest even if it is less than 70 marks even if such Applicant(s) does not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of short-listed Applicants shall not exceed two.</p>		
31.	Cl. 3.1.4, Pg 35	<p><b>Eligible Assignments:</b> For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RfP, consultancy assignments in respect of advisory or</p>	<p>From the referred clause, we believe that General Consultancy (GC) Services and Project Management Consultancy (PMC) Services relating to Metro/Railways are also Eligible Assignments. Kindly confirm.</p>	No Change is Contemplated.  (Please read Clause 3.1.4).



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		supervisory assignments during development, construction, operations and maintenance of the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):		
32.	Cl. 3.1.3 (1), Pg 34	<p><b>Relevant Experience of the Applicant</b> 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for:</p> <p>(i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in the Metro Rail / Railway sectors.</p>	We request you to consider evaluation of applicants against a fixed number of eligible assignments rather than on relative comparative basis, as is being done in several metro GC projects. Wherein, applicants offering experience from required fixed number of eligible assignments shall be given full marks and others be given proportionately w.r.t indicated fixed number of eligible assignments.	No Change is Contemplated.
33.	Cl. 3.1.3 (3), Pg 34	<p><b>Relevant Experience of the Key Personnel</b> 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for:</p> <p>(i) the comparative size and quality of Eligible Assignments; and other similar work in Metro Rail / Railway sectors.</p>	May please consider.	
34.	Cl.2.1.4 Key person nel, Pg. no. 6 & 7	<p><b>Team Leader / Metro Systems Operations Specialist Responsibilities:</b> Shall be over all in-charge of the IE functions and responsibilities in implementation of the Project..... .....Shall preferably be a senior Railway Electrical Engineer with Traction and Rolling Stock maintenance experience, operations and training exposure and involvement in MRTS / Railways, possess knowledge of latest technologies and <b>should have worked in similar projects in similar position for the last 5 years.</b></p>	<p>We wish to submit that the nomenclature of position, changes from project to project. Hence, we request you to consider modification of the referred clause as follows:</p> <p><b>"Shall preferably be a senior Railway Electrical Engineer with Traction and Rolling Stock maintenance experience, operations and training exposure and involvement in MRTS / Railways, possess knowledge of latest technologies and should have worked in similar projects for the last 5 years."</b></p>	No Change is Contemplated.
35.	Cl. 2.2.1	Applicants must read carefully the minimum conditions of eligibility (the "Conditions of	Considering the expertise and availability of such experts in the market, and the	No Change is Contemplated.

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	Pg. 8	Eligibility") provided herein...Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. The Technical Capacity and Financial Capacity mentioned shall furnish a certificate in format prescribed in Form 14 of Appendix- I. <b>The Key Personnel, with estimated Man Months of 12 or more as per Clause 2.2.2 (D) of this RfP, to be offered in the Proposal shall be full time permanent employees of the Applicant or its Associates. Where the Applicant is a consortium, the Applicant may also offer the Key Personnel of its other consortium members (but not the Associates of such other consortium members) provided such Key Personnel, whose estimated Man Months are 12 or more as per Clause 2.2.2 (D) of this RfP, are full time permanent employees of such consortium member(s).</b>	<p>deployment period of the experts in this project, we request you to consider modification of the referred clause as follows:</p> <p><i>"The Key Personnel, with estimated Man Months of 15 or more as per Clause 2.2.2 (D) of this RfP, to be offered in the Proposal shall be full time permanent employees of the Applicant or its Associates. Where the Applicant is a consortium, the Applicant may also offer the Key Personnel of its other consortium members (but not the Associates of such other consortium members) provided such Key Personnel, whose estimated Man Months are 15 or more as per Clause 2.2.2 (D) of this RfP, are full time permanent employees of such consortium member(s)."</i></p> <p>As regards to the <b><u>Team Leader / Metro Systems Operations Specialist</u></b>, we undertake to appoint him on regular basis upon award of this project.</p>	
36.	Cl. 2.20.1, Bid Security, Pg. 26	<b>Bid Security:</b> The Applicant shall furnish as part of its Proposal, a <b>Bid Security of Rs.10,00,000 (Rupees Ten Lakh only)</b> in the form of a Demand Draft /bank guarantee issued by one of the Nationalised / Scheduled Banks in India.....	<p>Considering the extent and duration of assignment, the Bid Security may please be revised to <b>Rs. 5,00,000/- (Rupees Five Lakh only)</b>.</p> <p>May please consider.</p>	No Change is Contemplated.
37.	Cl.2.25.2 Substitution of Key Personnel, Pg. 31	<b>Substitution of Key Personnel:</b> <b>(ii) Substitution of Key Personnel when he is working with the Lead Member, its Associate or any other Consortium Member, as the case may be, will not be accepted under any circumstances.</b>	Item (ii) of the referred clause is not clear. May please clarify.	Means Key Personnel of other Applicants (Lead Member, Associate or Consortium Member) will not be allowed for replacement.
38.	Cl. 3.1.2, Evaluation of	Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be liable to be rejected if the Team Leader scores less than 70% marks	Considering the expertise and availability of such experts in the market, and the deployment period of the experts in this project, the minimum pass percentage of	No Change is Contemplated.

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	Technical Proposals, Pg. 33	or if any two Key Personnel (other than the Team Leader) score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, such Key Personnel would have to be replaced by the Applicant during negotiations, with a better candidate who, in the opinion of the Authority, would score atleast 70% marks or above.	experts may be revised to 60%.	
39.	Cl. 3.1.3, Pg 35	While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the <b>highest number of Eligible Assignments shall be entitled to the maximum score</b> for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only Eligible Assignments exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Assignments for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.	<p>We request you to consider evaluation of Applicant or Key Personnel against a fixed number of eligible assignments rather than on relative comparative basis, as is being done in several metro GC projects. Wherein, Applicants or Key Personnel offering experience from required fixed number of eligible assignments shall be given full marks and others be given proportionately w.r.t indicated fixed number of eligible assignments.</p> <p>May please consider.</p>	<p>No Change is Contemplated.</p> <p>(See response of Sl. No. 29)</p>
40.	Annex 6 Payme	<b>Payment Schedule:</b> The payments shall be made to the Independent Engineer as per the Man-	Since all the expert deployments are not continuous, it involves several mobilization and de-mobilization.	Please read Clause 2.15.2.

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
	nt Schedu le, Pg 100	Months rate as the contract for appointment of Independent Engineer is time based. The actual payments shall be made as per the actual Man-Months utilized on monthly basis.	Therefore, kindly consider reimbursing the mobilization and de-mobilization as per actuals during the course of the assignment.	
41.	Cl. 4.9, Pg 86	<b>Escalation</b> The IE acknowledges that where Services are provided in a subsequent year to the Assignment Period to the year in which the Services were initially requested, on account of a delay in deployment, the IE shall not be entitled to escalation of rates for the component of the delayed Services. The rights of the Authority under this Clause 4.9 shall be, without prejudice to its other rights under the Agreement, RfP or at law.	Since it is a long duration project, in order to manage the YoY escalation, we request you to please consider payment of applicable escalation YoY as per RBI guidelines.	Please read para 6.1.4, Schedule – 2, page 88  (See response of Sl. No. 22)
42.	Cl. 2.2.2 - Table of Introdu ction, Pg 9 & 10	Key personnel estimated Man-Months Team Leader - 45 manmonths Civil Infra Engineer - 12 manmonths S&T Expert - 12 manmonths O&M Expert - 10 manmonths	In our opinion, the indicated man months for various experts seems to be on lower side in comparison to the quantum and nature of work. Therefore, the man-months may be increased for continuous and full deployment of the all experts throughout the assignment period.  Kindly consider.	See response of Sl. No. 7
43.	2.14.6 of Instru ction to bidders, Pg 21 & 22	The IE shall be required to arrange for technical visits for the representatives of the Authority to different Metro Rail systems across the globe for interaction and exposure to latest technology. These visits shall be spread over the total Assignment Period and shall include all the aspects of Metro Rail system from foundation to completion and operation. For the purpose of Financial Proposal, Applicant shall include an estimated 5 (five) technical visits abroad of two representatives of the Authority each time during the entire Assignment Period	Kindly indicate the type of expenses to be borne by the IE for such trips. Also indicate the duration of each trip and likely destinations.	Please read Clause 2.14.6 along with Clause 2.15.2.
44.	Cl. 1.10,	<b>Pre-Proposal Conference</b> The date, time and venue of Pre-Proposal	In view of the intensive spread of COVID-19 and the imposed movement restrictions, we	Please see Addendum No.1 dt.02.07.2020

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
	Pg. 5	Conference shall be: <b>Date</b> : 06/07/2020 Time : 11.30 hrs IST <b>Venue</b> : Metro Rail Bhavan, Begumpet, Hyderabad.	request you to facilitate the Pre-Proposal Conference through Video Conferencing instead of a physical meeting.	
45.	Instructions to Applicants, Clause 2.14 Technical Proposal, Page No. 20	<b>2.14 Technical Proposal (g)</b> The CVs have been recently signed in blue ink by the respective Key Personnel and countersigned by the Authorised Representative of the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected. However, print outs of scanned copies of the signed CVs of the respective Key Personnel duly countersigned by the Authorized Representative of the Applicant will also be considered;	As per the present prevailing conditions because of COVID-19 and different conditions existing across Indian states it is difficult for consultant to get the Key Personnel signed in Original.  So, request you to please allow Scanned signature at Bidding Stage and later the successful consultant shall submit the CV's in Original with recently signed in blue ink by the respective Key Personnel.	No Change is Contemplated.
46.	Instructions to Applicants, Clause 2.14.6 Technical Proposal, Page No. 21	The proposed Consultancy Team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Independent Engineer should be able to complete the Consultancy within the specified time schedule. The IE shall be required to provide a minimum of 225Man Months	As per RFP Table 2.2.2 Total Estimated Man months of Experts are 79 and reference to Clause 2.14.6 the minimum Man Months which IE Consultant shall provide are 225 Man Months.  So, please let us know which all additional Experts shall be made available to perform the assignment other than key personnel & Support Staff.	No Change is Contemplated.  (Please read Clause 2.14.6).
47.	APPENDIX-I  Form 13 Deployment of Personnel, Page	APPENDIX-I  Form 13 Deployment of Personnel, Page	We understand that as per the deployment schedule form 13 the Consultant team consisting of Key Personnel as per the requirement of project shall need to work from both Project Site Location and Home Office of Consultant.  Kindly Clarify if there are any minimum No. of Man months needs to spend by each Key	No Change is Contemplated.

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
	No.130		Personnel at Project Site.	
48.	Instructions to Applicants, Clause 2.14.6 Technical Proposal, Page No. 21	<p>The IE shall be required to arrange for technical visits for the representatives of the Authority to different Metro Rail systems across the globe for interaction and exposure to latest technology.</p> <p>These visits shall be spread over the total Assignment Period and shall include all the aspects of Metro Rail system from foundation to completion and operation. For the purpose of Financial Proposal, Applicant shall include an estimated 5 (five) technical visits abroad of two representatives of the Authority each time during the entire Assignment Period.</p>	<p>We understand that the Consultant team shall arrange Technical visits of two representatives of the Authority across the globe for exposure of technology. Please clarify what shall be the minimum no. days of each Technical visit and also let us know if there any countries to be visited in particular. And such costs arising out of each visit will be borne by HMRL for the authority representatives.</p>	<p>No Change is Contemplated.</p> <p>(See response of Sl. No. 43)</p>
49.	E. Appointment of Independent Engineer, 2.25.2 Substitution of Key Personnel, Page No. 30	<p>(i) The Authority expects all the Key Personnel to be available during first year of implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution of Key Personnel shall be deducted from the payments due to the Independent Engineer. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution. Any further substitution may</p>	<p>Consultant shall make sure that with his best of abilities try to retain the same Key Personnel throughout the contract duration period. However, with large infrastructure projects under construction it is very difficult to maintain the same expertise. In such case we request authority to approve such replacement with equal or better CV shall be proposed by Consultant team.</p> <p>We also request you to kindly reduce the penalty to such substitution, a sum equal to 5% (Five per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution of Key Personnel shall be deducted from the payments due to the Independent Engineer. In the case of a second substitution hereunder, such deduction shall be 10% (ten per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution. Any further substitution may lead to disqualification of the Applicant or</p>	<p>No Change is Contemplated.</p> <p>(Please read Clause 2.25).</p>

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
		lead to disqualification of the Applicant or termination of the Agreement.	termination of the Agreement.	
50.	General	No. of Leaves or Holidays for Key Personnel who are engaged in Assignment	We request you to please let us know in a calendar year what are minimum leaves & Holidays granted for Key Personnel.	No Change is Contemplated. (Please see para 4.5, Schedule - 2 of RfP).
51.	3.1.4(a), Pg 36	Railway/ MRTS projects where the Applicant has received a professional fee of not less than Rs.10 Crore (Rupees ten Crore).	We are requesting you to relax this criterion as follow:  Railway/ MRTS projects where the Applicant has received a professional fee of not less than Rs.03 Crore (Rupees Three Crore).	No Change is Contemplated.
52.	2.2.2 (b), Pg 8	The Applicant shall have received a minimum income of Rs.20 crore (Rs. twenty crore) or US \$ 2.86 million per annum from professional fees during each of the three years preceding the Proposal Due Date.	We are requesting you to consider the minimum income of Rs.15 crore (Rs. fifteen crore) per annum from professional fees during each of the three years preceding the Proposal Due Date.	No Change is Contemplated.
53.	Para 2.14.6 of RfP Pg21	The proposed Consultancy Team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Independent Engineer should be able to complete the Consultancy within the specified time schedule. The IE shall be required to provide a minimum of 225 Man Months (as defined in the Agreement) of Support Personnel. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.	In the RFP, 79 Man-months are specified for Key personnel and minimum 225 man-months are specified for support personnel. However minimum man-months are not specified for Professional Personnel.  In order to ensure competition on equal footing between bidders, minimum man-months for professional personnel may be specified.	No Change is Contemplated.  (Please read para 1.1.1 (r), Page 61 together with Clause 2.14.6 of the RfP document).
54.	Cl 4.16 of Schedule -1 TOR Pg 52	The Independent Engineer shall, once in a month, conduct an audit of the working of the automatic Fare collection system installed by the Concessionaire, to check its accuracy in recording the entry and exit of Users and in recording the Fare	Frequency of audit has been specified but quantum of audit may also be specified in terms of number of stations or some other quantifiable parameter.	Please read para 1.1 and 1.2 of Schedule – 1 TOR, Page 49

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
55.	Cl 4.17 of Schedule -1 TOR Pg 52	The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-O of the Concession Agreement	Quantum and frequency of Traffic Sampling may pls be indicated	Please read para 4.17 of Schedule -1 TOR Pg 52
56.	Para 4.9 of Schedule -2 Pg 86	<p>In the event that the IE fails to deploy any Key Personnel or Professional Personnel as may be required for provision of the Services in accordance with the requirements of this Agreement and the MSS, the Authority shall have the right to levy liquidated damages as under:</p> <p>a) for each day of delay or failure to deploy Key Personnel up to a period equal to 20% of the total Man-month period allocated for such Key Personnel as specified in Annex 3 hereof: 1 % of the total amount attributable to that Key Personnel per day determined as per Annex 3 hereof.</p> <p>b) for each day of delay or failure to deploy Key Personnel for a period beyond 20% and upto 40% of the total Man-month period allocated for such Key Personnel as specified in Annex 3 hereof: 2% of the total amount attributable to that Key Personnel per day determined as per Annex 3 hereof.</p>	<p>Liquidated damages indicated is very high. Key personnel might have some issues which are normally not in control of consultant. With such high Liquidity Damage, it will be very difficult for the consultant to survive. Therefore it is requested to revise the rate of liquidity damage as under</p> <p>a) 2% of fee applicable for the period of delay of more than one month for every month of delay, subject to maximum 10%, of respective key personnel.</p>	No Change is Contemplated.
57.	Appendix I Form 13	Column "Deployment of Personnel"	<p>Form-13 on deployment of personnel requires proposed man-days to be bifurcated as "At Project Site" and "Away from Project Site".</p> <p>However, Form-2 and Form-3 of Appendix-II has provision to quote only for resident personnel.</p> <p>We presume that (1) man-days rates of "At Project Site" and "Away from Project Site" is same and (2) attendance certification for the purpose of billing for work done. by</p>	Please read Form 2 and Form 3 of Appendix – II.



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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
			<p>professional while away from project site done by Team Leader as per agreed man-days for the respective work.</p> <p>Kindly confirm</p>	
58.	Appendix II Form 2 and Form 3	B. Deployment of expatriate	<p>Form-2 and Form-3 of Appendix-II require quoting for expatriates. If a bidder does not propose any expatriate then man-months and man-days both will be indicated as Zero.</p> <p>Please confirm that this shall be considered as in order.</p>	Please read Form 2 and Form 3 of Appendix – II.
59.	General	-	<p>For Physical submission of Tender, in case Consortium partners are from different cities. Getting Originally signed documents, as required for submission of tender from other member to lead member or vice versa will be difficult considering travel restriction and delayed and uncertain courier services.</p> <p>Submission of scanned copies of documents countersigned/digitally signed by the Lead member or POA holder may be permitted at the time of tender submission.</p> <p>Original signed documents can be submitted separately.</p>	<p>No Change is Contemplated.</p> <p>Please read Clause 2.13.3, Page 19.</p>
60.	General	-	<p>Department for Promotion of Industry and Internal Trade issued the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 effective with immediate effect (copy enclosed).</p> <p>Please confirm that benefits envisaged for local suppliers in this order will be available to participants of this RfP.</p> <p>We request that a suitable clause may be added in RfP for the compliance of provisions of the aforesaid order.</p>	Applicable orders of the Government will be kept in mind while evaluating the Proposals.
61.	APPENDIX – I, Form	<b>Deployment of Personnel</b>	We understand, the word/context "Site Away from Project Site (specify)" refers to the technical visits of the Key Personnel to outside of the project site (Hyderabad) on official duty.	The Form 13, Appendix – I table clearly indicates the Man Days Deployment of the Personnel 'At Project Site / Away from Project Site'

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Sl. No.	Clause No.	Clause					Applicant's Query	Response of the Authority
	13, Pg. 130	S. No.	D e s i g n a t i o n	Nam e	Man-Days (MD)	Months (in the form of a bar chart)	Kindly confirm.	
					At Project	Site Away from Project (specify) 1 2 3 4 5 6 7 8 ..... .....60		
62.	Cl. 4.17, Pg. 52	The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-O of the Concession Agreement.					We believe that HMRL/ Concessionaire will engage an agency for carrying out the primary surveys such as collection of traffic samples etc. IE shall review the data and update the authority accordingly. Kindly Confirm.	Please read the TOR of Independent Engineer Schedule – 1, Page 49.
63.	General	Contract Expert					In our opinion, a full-time "Contract Expert" would also be required to comply the agreements with contract terms & provisions and also to assess the arbitrates claims or complaints occurring in performance of contracts.  Thus, request you to consider addition of a Contract Expert position into the Key Personnel.	No Change is Contemplated.
64.	Conflict of Interest Sub-Cl. 2.3.3 (vii) Pg. 13	2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated ----- Interest that affects the Selection Process, if:  (vii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its					From the referred clause, we understand that the firms involved in implementation of the Hyderabad metro rail project either as a contractor or goods supplier or consultant to the developer shall have conflict of interest with the present assignment. Kindly confirm.	Please see Addendum No.2 dt.16.07.2020

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
		Associates, will be disqualified from providing consulting services for the same project save and except as provided in clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;		
65.	Page-11, Clause-2.3	<p>Conflict of Interest</p> <p>(vii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or</p>	<p>As per this clause a firm that is providing services will be disqualified from providing consulting services for the same project</p> <p>Various government agencies like NHAI, RVNL etc give preference to the firms for O&amp;M or supervision services who were involved in the Feasibility/ DPR services. Similarly, firms that were involved as IE for supervision are given preference to do the O&amp;M works.</p> <p>We are currently working as Independent Engineer for the same stretch and we have a very good knowledge of the projects. We understand that a consultant that has worked on the stretch should be given preference as the consultant already has a good knowledge of the project and this will enable smooth execution of the services.</p> <p>Hence, we request you to consider deletion in the Conflict of Interest clause.</p>	Please see Addendum No.2 dt. 16.07.2020
66.	Page 30, clause-2.25	<p>2.25 Substitution of Key Personnel</p> <p>In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel for the first three months from the date of such substitution. Any further substitution may lead to disqualification of the Applicant or</p>	<p>Due to the current market conditions, it is extremely difficult to retain staff for long duration. Hence, we request you to delete the clause of termination of the Agreement after the second substitution.</p>	No Change is Contemplated.

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Sl. No.	Clause No.	Clause	Applicant's Query	Response of the Authority
		termination of the Agreement.		
67.	Page 30, clause-2.25.3	2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement	Due to the current market conditions, it is extremely difficult to retain staff for long duration. Hence, we request you to delete the clause of termination of the Agreement.	No Change is Contemplated.
68.	Page 15, clause-2.14.2. K	No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal	We request for relaxation of age beyond 75 years subject to submission of medical fitness certificate	No Change is Contemplated.
69.	Page-35	While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score	As per RFP relative grading method for experience and staffing will be used. In case of similar RFP's issued by various Metro Rail authorities, the system of scoring for experience and CVs mentions the minimum and maximum requirements which enables the consultant to understand the score that he can achieve vis-à-vis various criteria's.  In this RFP, the scoring criteria is graded in relation to other bidders which renders bids of companies at a disadvantage against the bidders who are large organization and will therefore have a larger number of projects  Hence, we request you to specify the minimum and maximum requirements.	No Change is Contemplated.
70.	Page 76 Clause 2.4	Expiration of Agreement Unless terminated earlier pursuant to Clause 2.3 or Clause 2.9 hereof, this Agreement shall unless extended by the Parties by mutual consent expire upon the later of: (a) expiry of 5 years from the Effective Date; or (b) upon the completion of all Services.	the O&M period will be continuous throughout the concession period including services of IE, the assignment period is for 5 years as per RFP.  Hence we request to consider deletion of upon the later of: (b) upon the completion of all Services.	No Change is Contemplated.  Please read para 1.1.1 (t), Page 61 of the RfP document.
71.	General	Last date, time (deadline) for receipt of proposals in response to this RFP issued-05/08/2020	Due to the nationwide lockdown imposed by the Government of India effective midnight of 24 March 2020, we request that sufficient time for submission (at least 20 days) post the reply to queries are issued should be given.	No Change is Contemplated.