



Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

Response to Pre-bid queries regarding 'Appointment of Technical Consultant for providing Comprehensive Architectural, Structural, MEP Designing and Liasoning for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line-3' RFP

Date: April 15, 2021

Ref: Request for Proposal (RFP) for Appointment of Technical Consultant for providing Comprehensive Architectural, Structural, MEP Designing and Liasoning for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line-3 RFP published on March 22, 2021

Given below is a compilation of response to the queries received from interested bidders regarding 'Appointment of Technical Consultant for providing Comprehensive Architectural, Structural, MEP Designing and Liasoning for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line-3' RFP. The responses may be taken into consideration in the bid submission.

SN	Clause No., (pg. no.)	Query Received	MMRCL Response
1	Section 1-1.1.4 (pg. 2 & 3)	MIDC Metro Station Plot has a rehabilitation component for Police housing. Can you describe the other users envisaged in MIDC Metro Station Plot & Marol Naka Metro Station Plot? This particularly, important from point of view of Planning & Designing.	As mentioned in the RFP clause 1.1.4 and 1.1.5 (pg no. 2 and 3) MMRC is envisaging residential and commercial development at MIDC ad Marol plots.
2	Section 1-1.1.4 (pg. 3), Section 4-Form (pg. 18),	Will the fees be adjusted on prorata basis for increase / decrease in final BUA?	The bidder will have to quote a lumpsum fees for the scope of work provided in the RFP for the designated plots. Kindly refer Section 1- cl 2.1.8 (pg. 3) of the objectives where MMRC has sought the bidder has to assist in planning to achieve the goals of maximization of plots potential.
3	Section 1-2.1.2 (pg. 3), Section 5-5.4.1.vii (b) (pg. 28-29)	Is Green Building Certification expected for the project? If yes, GRIHA or IGBC and what min rating is expected?	Refer Addendum-2 (Sr. No. 4 & 13)
4	Section 1-1.1.4 (pg. 2)	Can the MoU document between Police and MMRCL be shared?	The document will be shared with the selected bidder.

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5	Section 1-3.1.1 (pg. 4), Section 5-5.4.1.xii (pg. 32)	Regarding all the Drawings in BIM, kindly specify the Level of Development (LOD)/Detail for the different stages as the various drawings have been mentioned.	Refer Addendum-2 (Sr. No. 21)
6	Section 1-3.1.12 (pg.4), Section 4-Sr. no. 8 of Schedule of Payment (pg. 20), Section 5-5.4.1.xvi (pg. 33)	The Design Consultant will be verifying the as-built drawings prepared by the contractor. He will not be preparing the drawing himself - Please note	Noted. Refer Addendum-2 (Sr. No. 5, 9, 15)
7	Section 1-3.1.13 (pg. 4)	What is the Scope of General Consultant (GC) & what is expected involvement of appointed Design Consultant with GC?	Appointed consultant will be required to co-ordinate with GC in order to understand the structural aspects while integrating the structure above underground metro station box. In addition, for any project undertaken in the vicinity of MML-3 alignment, the consultant needs to obtain No Object Certificate (NOC) from MMRC, which would be vetted by GC. Similar process would be followed for this project. Refer Section 5- 5.4.2 (pg. 38)
8	Section 1-4.1.1 (pg. 5)	What is meant by Intermittent Service?	During the construction phase, the consultant is required to conduct necessary site visits (Refer 5.4.1.xix. Periodic Site Visits (pg. 35)), prepare drawings accordingly and obtain necessary approvals eg. Floor wise CC, OC, submission of six-monthly compliance report for EC, obtain Consent-to-operate from MPCB etc. The aforementioned services to be undertaken by the consultant are termed as intermittent services.
9	Section 2-2.4 (pg. 6 & 11)	For bidder presentation, under proposed solutions, is a Concept Design expected for presentation? If yes, can you share the CAD files for the site along with any other relevant data?	Apart from what is mentioned in the RFP Section 2- 2.4.2 (pg. no. 11), the bidder can present the conceptual design for the presentation. The link for downloading the CAD file for the same is enclosed with Addendum-2.

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			Refer Addendum-2 (Sr. No. 18)
10	Section 2-2.3 (sub cl. 8) (pg. 9)	Considering the ongoing pandemic situation in which many Construction projects have an uncertainty of completion. In such cases, Architect's fees are also not released as per the agreed schedule which has affected turnover. In view of the above, can you reduce the turnover limit of Rs. 1.5cr per annum as mentioned.	RFP Conditions prevail
11	Section 2-2.3 (sub cl. 8) (pg. 9)	Bidding is permissible as a JV Firm. In this case, we will be bidding as a JV firm with the MEP consultant. So, in this case, will the Completed projects of MEP consultant's company can also be admissible as per Chapter 2, Cl. 2.4 (1)- A	The MEP consultant's works cannot be claimed for Comprehensive Architectural, structural, MEP and Liasoning works. The similar projects criteria should suffice the prevailing conditions of RFP.
	Section 2-2.3.1 sr. no. 8.b (pg. 9), Section 6-6.2.11.6(A) (pg. 52)	Request Deletion of Penalty of 'Rs. 50,000/-' for change of Key Personnel.	Refer Addendum-2 (Sr. No. 6, 17)
12	Section 2-2.4 (pg. 11)	Eligibility criteria mentioned in this clause stipulates, the firm having experience in height of the building more than 10 floors. Can u clarify if you will be considering Physically Completed building or Buildings with OC? In many cases, the building is physically completed but OC is still not granted. Obtaining OC is not only dependent on its physical competition of the building but more upon other revenue, legal & Financial aspects of regulations. Many of these aspects are required to be handled by the Developer & its Team and not by Architect, MEP & Structural Engineer. Due to non-compliance of these Non-technical aspects of development, OC is not granted by the Competent Authority and in spite of fulfilling all the responsibilities by	For the projects in which the bidder has not obtained the OC for previous works, the bidder has to obtain necessary certificates from the clients ascertaining physical completion of the buildings, site photographs and approved drawings from Competent Authorities (if necessary).

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		Architect, MEP & Structural Engineer, we will not able to exhibit these building projects. Hence, we request you to consider the projects based on its physical completion of the building which can be ascertained based on actual photos & videos of the building and confirmed by actual site visits.	
13	Section 2-2.4.B Sr. no. 9 (pg. 12)	BIM Manager - Graduate in Architecture / Civil or Equivalent with Necessary BIM Certification. Request to change with necessary BIM experience.	Refer Addendum-2 (Sr. No. 7)
14	Section 3-3.1 & 3.2 (pg. 16)	The Table elaborates the list of Team Members required for the execution of the Project. Is it allowed to combine the two Team Members in one Role? Eg. A Design Architect/ Team Leader who will design the building in accordance with D.C. Rules of MIDC and obtain concurrence from MMRC to submit the drawings to MIDC. Now unless there any major changes from MIDC, Design Architect does not have any role to play till then. Then under these circumstances, is the Design Architect allowed to perform the duty of Sr. Liasoning Architect who can approach the MIDC for scrutiny of proposal? As the Design Architect/ Team Leader who is conversant with D.C. Rules will be more qualified and has a vital role to perform during technical scrutiny of the proposal.	In this scenario, the Key Personnel has to qualify in both the qualification criteria and the bidder has to demonstrate the proposed man-months for the same.
15	Section 4-Form (pg. 18), Section 5-5.4 (pg. 24)	The name of work under financial proposal mentions PMC as part of Consultant Scope. Is PMC to be part of Design Consultant Scope? Also, the RFP mentions appointment of PMC and Contractors (page 32) - what is the role expected by this later (Post Tender) appointed PMC?	Refer Addendum-2 (Sr. No. 8, 24) The bidder is required to assist MMRC is appointment of PMC prior to the start of construction phase. The PMC will be responsible for supervision of construction works. Detailed scope of works for the PMC would be eventually worked out.

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16	Section 4- Sr. no. 2 (pg. 20) Section 5- 5.5 (pg. 40)	Is Inception Report Equivalent of Concept Design?	Briefly, the Inception report consists of the Consultants understanding of the project, study of the site, difficulties and challenges identified, conceptual designs and the way forward along with tentative timelines.
17	Section 4- Sr. no. 4 (pg. 20)	Stage 04 - Submission of Drawings - is this equivalent to Detailed Design Stage submission?	Yes
18	Section 4- Sr. no. 8 (pg. 20), Section 6- 6.2.8.3 (pg. 55)	The Special Conditions (page 55, 6.2.8.3) as well as Schedule of Payment (page 20, point 8) indicates Tentative Cumulative time limit to approx. 1096 days (36 months). While this clause mentions 15 months - please clarify.	Refer Addendum-2 (Sr. No. 2) Following is the timeline envisaged for the project: A. Continuous Inputs by Bidder: 12 months B. Envisaged Construction Phase: 24 months (after appointment of Contractor) C. Intermittent Services by Bidder: 4 months (during Construction Phase) D. Total Months of Service for Bidder: (A + C = 12 + 4 = 16 months) E. Total Cumulative Time of Consultancy until obtaining OC: (A + B = 12 + 24 = 36 months)
19	Section 5- 5.4.1.i.a (pg. 25)	Is the report available with MMRCL or Consultant is required to undertake drone survey under his scope?	Refer Addendum-2 (Sr. No. 12) The consultant is not required to undertake the drone survey.
20	Section 5- 5.4.1.ii (a) (pg. 25)	Should the Surveyor be an MMRC designated / appointed Surveyor for getting the coordinated survey with GC, MMRC Contractor & Metro Surveyor?	Refer Addendum-2 (Sr. No. 19)
21	Section 5- 5.4.1.ii (b) (pg. 25)	Similarly, should the Geotech Surveyor be an MMRC Designated / Appointed Surveyor?	Refer Addendum-2 (Sr. No. 20)
22	Section 5- 5.4.1.iv (pg. 27)	As mentioned in the RFP, the project will be done phase-wise. So exactly, in how many phases will the project be completed?	The project constitutes of 2 different plots and for each of the plots, the phasing is envisaged as follows: a. MIDC plot- Not more than 2 phases b. Marol Naka Plot: 1 phase
23	Section 5- 5.4.1.vi (pg. 28)	Construction Methodology, Scheduling & Time Frame is scope of PMC and not Design Consultant. During the Construction Phase - is Design Consultant expected to undertake this scope?	The bidder should prepare the Tentative construction methodology, sequencing, scheduling, and timeframe for the works to be undertaken on site. This is to understand the total financial implications of the project and will assist

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			in appointment of Contractor(s) and PMC.
	Section 5-5.4.1.vii(g) (pg. 29)	Will proof checking fees be borne by Consultant and reimbursed by MMRC?	The payment to the Proof Checking agency will be paid separately by MMRC.
24	Section 5-5.4.1.xi (pg. 31)	What should be followed - CPWD DSR or SSR or both?	MMRC follows the following Schedule Rates in following sequence: State Schedule Rates, CPWD and MCGM
25	Section 5-5.4.1.xii (pg. 32)	Is any specific version of Revit Architecture / Structure / MEP & Navis works required or any version can be used?	Refer Addendum-2 (Sr. No. 14)
26	Section 5-5.4.1.xiii(a) (pg. 32)	What is the role of PMC in this Context?	The PMC will be responsible for supervision of construction works. Detailed scope of works for the PMC would be eventually worked out.
27	Section 5-5.4.1.xiii(a) (pg. 32)	Do you require the Design Consultant Team to be deputed on site during the construction phase?	No. Only intermittent site visits and reporting to MMRC is required.
28	Section 5-5.4.1 (xvii) (pg. 34)	As per Cl. 1.1.4 of Chapter - 1, total Construction area of both the projects is more than 25,075 sq.m. Hence, these projects required MOEF approval. However, Chapter 5, cl. no. xvii, stipulates the preparation of EIA Report. As per MOEF regulations, EIA Report is necessary for projects having a construction area of more than 1,50,000 sq.m. For projects having a construction area of more than 20,000 sq.m. but less than 1,50,000 sq.m. Disaster Management Report is required. Hence, can you please clarify the requirement of EIA Report for the project under reference?	Refer Addendum-2 (Sr. No. 16) As per MoEF Regulations, the project does not require Environment Impact Assessment (EIA) report. However, the consultant must furnish an Environmental Management Plan (EMP) and undertake obtaining Environmental Clearance for the project and submission of six-monthly compliance report for EC. Refer Chapter 3.1 (pg. 16) for tasks assigned for Environmental Engineer.
29	Section 5-5.4.1.xviii(e) (pg. 35)	What is the DLP Period?	5 years
30	Section 5-5.4.1.xviii(f) (pg. 35)	The periodic reports and presentations during construction are done by PMC - is the Design Consultant expected to undertake this role?	The consultant is required to prepare reports and presentations based on the intermittent site visits that would be undertaken by the consultant during the construction phase.

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31	Section 5-5.7 (pg. 41)	Will the Architect get additional fees if the project is delayed?	RFP Conditions prevail. The Technical Consultant payment is on milestone basis as mentioned in the schedule of payments.
32	Section 6-General Conditions of Contract 6.2.11.4(b)	Request deletion of this Clause	RFP Conditions prevail.
33	Section 4-Schedule of Payment (pg. 20)	Can you clarify what is the reduction in payment due to inefficiency of Consultant?	Refer Addendum-2 (Sr. No. 10)
34	Section 6-6.3 Special Conditions of Contract (pg. 55- 57)	Request inclusion of Arbitration Clause for Dispute Settlement	Refer Addendum-2 (Sr. No. 22)
35	General Query	Before finalization of Contract, as the bidder is we allowed approaching MIDC / MCGM to obtain any more regulatory clarifications from a development point of view before the scheduled presentation?	The bidders are free to approach Competent Authorities to obtain as much as information regarding the regulatory clarifications.
36	General Query	Can an MMRC arrange a site visit of both the sites in order to get a clearer picture of the project from the point of view of Development?	Refer Addendum-2 (Sr. No. 23)
37	General Query	The Firms registered with MSME and NSIC (Micro, Small and Medium Enterprises) are exempted to pay EMD and tender fees. The step is taken by Indian Government to promote small and medium Industries. The Government of India has given a mandate for exemption of tender fees to the firms registered under MSME, and the same is being applicable to all PSU's, and Government Bodies, so we request you to honour the GOI Guidelines and issue the RFP to the Portal.	Refer Addendum-2 (Sr. No. 3) For the agencies that have registered as MSMEs are requested to make the necessary payment of Rs. 25,000/- + GST on the portal. The amount will be reimbursed separately after submission of the proof of the payment.
38	General Query	Would Request to make RFP public.	Refer Addendum-2 (Sr. No. 3)
39	General Query	Would request to extend the submission date by at least 15-20	Refer Addendum-2 (Sr. No. 1)

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		days, seeing the ongoing pandemic increase and the lockdown being imposed.	

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DISCLAIMER:

All information provided as a part of this document to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in the RFP and shall be laid down in the agreement of contract to be executed between Mumbai Metro Rail Corporation and the Applicant.

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