



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

**ADDENDUM-1 TO 'BID PROCESS MANAGEMENT OF NON-FARE BOX REVENUE
STREAMS FOR MUMBAI METRO LINE-3' RFP**

Date: February 18, 2021

Ref: Request for Proposal (RFP) for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3 RFP published on January 11, 2021
https://www.mmrc.com/sites/default/files/RFP_Bid_Process_Mgmt_NFBR.pdf

Please note following amendments to the aforesaid RFP considering various requests and queries/clarifications sought by bidders -

Detailed Tender Notice and E-Tender Submission Guidelines:

| SN | Original Clause | Revised Clause |
|----|--|--|
| 1 | 2.2 Tender Schedule: <ul style="list-style-type: none">• Bid Submission: 22/02/2021 till 6:00 pm• Opening of Technical Bid: 23/02/2021 | 2.2 Tender Schedule: <ul style="list-style-type: none">• Bid Submission: 08/03/2021 till 6:00 pm• Opening of Technical Bid: 09/03/2021 |

ITC Clause 6: Firm Eligibility

| SN | Original Clause | Revised Clause |
|----|---|--|
| 2 | 6.1 B: B) Minimum 10 commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas | 6.1 B: B) Minimum 10 commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas. Out of which, a minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other projects being quoted, projects should be 75% completed. |
| 3 | Note i.: In case of a Consortium or JV, all of the eligibility criteria (A to D) should be met by the "Lead Member" | Note i.: In case of a Consortium or JV, all of the eligibility criteria (A to D) may be met by the Consortium or JV |
| 4 | Note iv.: Proof of Consultant's Experience in the form of signed & stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer. | Note iv.: Proof of Consultant's Experience in the form of signed & stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer. If work order or contract agreement is being submitted; CA certificate, receipts against invoices raised or equivalent proof that the assignment has been completed must be submitted. |

| SN | Original Clause | Revised Clause |
|----|---|---|
| 5 | <p>Note v.: Eligible metro assignments shall include those done for metro or monorail for a govt / PPP developer</p> | <p>Note v.: Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail & RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land & air rights monetisation shall not be considered as eligible projects.</p> |
| 6 | <p>Note vii.: Eligible transport and metro assignments shall include 100% completed assignments only</p> | <p>Note vii.: Eligible transport and metro assignments will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment.</p> <p>For eligible transport assignments: A minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other minimum 5 projects being quoted, projects should be 75% completed. Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 75% completed must be submitted.</p> <p>For eligible metro assignments: Eligible metro assignments shall include 100% completed assignments only.</p> |

ITC Clause 27.2: Financial Negotiations

| SN | Original Clause | Revised Clause |
|----|---|---|
| 7 | <p>Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Employer may ask for clarifications and, if the fees are very high, ask to change the rates.</p> | <p>Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are not in line with the typically charged rates by Consultants in similar contracts. In such case, the Employer may ask for clarifications to justify the reasonableness of the fees quoted and may be asked to adjust the rates.</p> <p>If the negotiations fail, MMRCL will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p> |

Data Sheet 13.3 (a)

| SN | Original Clause | Revised Clause |
|----|---|---|
| 8 | <p>General Conditions to be fulfilled by Key Staff:</p> <p>2. Minimum 75% of the proposed key staff (min 3 out of 4) should be the employee of the lead company in case of JV</p> | <p>General Conditions to be fulfilled by Key Staff:</p> <p>2. Minimum 50% of the proposed key staff (min 2 out of 4) should be the employee of the lead company in case of JV</p> |
| 9 | | <p>New Clause:</p> <p>i. Transport sector means road, rail, metro, bus, aviation, shipping, port and inland transport</p> <p>ii. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail & RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land & air rights monetisation shall not be considered as eligible projects.</p> |
| 10 | <p>Team Leader:</p> <ul style="list-style-type: none"> • Shall have MBA from an accredited college /university • Should have completed minimum 10 (ten) commercial/revenue maximisation/transaction advisory assignments for non-fare revenue in transport sector in India and overseas as Team Leader | <p>Team Leader:</p> <ul style="list-style-type: none"> • Shall have MBA/PGDM from an accredited college/university • Should have completed minimum 10 (ten) commercial/ revenue maximisation / transaction advisory assignments for non-fare revenue in transport sector in India and overseas with minimum 5 (five) projects as Team Leader |
| 11 | <p>Transit Media and Transit Retail Specialist:</p> <ul style="list-style-type: none"> • Shall have MBA from an accredited college/university • Should have completed minimum 10 (ten) commercial/ revenue maximisation/ transaction advisory assignments for non-fare revenue in transport sector in India and overseas | <p>Transit Media and Transit Retail Specialist:</p> <ul style="list-style-type: none"> • Shall have MBA/PGDM from an accredited college/university • Should have completed minimum 5 (five) commercial/revenue maximisation/ transaction advisory assignments for non-fare revenue in transport sector in India and overseas |
| 12 | <p>Commercial Revenue & Contracts Specialist:</p> <ul style="list-style-type: none"> • Shall have CA/MBA from an accredited college/university | <p>Commercial Revenue & Contracts Specialist:</p> <ul style="list-style-type: none"> • Shall have MBA/PGDM educational qualifications from an accredited college/university |

Data Sheet 22.2

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

| SN | Original Clause | | | | Revised Clause | | | |
|----|-----------------|---|-------------------|-------|----------------|---|------------------|-------|
| 13 | SN | Criteria | Criteria Bands | Score | SN | Criteria | Criteria Bands | Score |
| | 1 | Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas | >= 25 Projects | 10 | 1 | Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas | > 15 Projects | 10 |
| | | | 10 – 24 projects | 6 | | | 13 – 15 projects | 6 |
| | | | | | | | 10-12 projects | 4 |
| | 2 | Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India and overseas | >=5 projects | 8 | 2 | Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India and overseas | >=5 projects | 8 |
| | | | 3-4 projects | 6 | | | 3-4 projects | 6 |
| | | | | | | | 1-2 projects | 4 |
| | 3 | No. of stations included in a metro commercial NFBR assignment in India (assignments with at least 10 stations shall be considered) | >= 25 stations | 7 | 3 | No. of stations included in a metro commercial NFBR assignment in India (assignments with at least 10 stations shall be considered) | >= 25 stations | 7 |
| | | | 16 - 24 stations | 5 | | | 16 - 24 stations | 5 |
| | | | | | | | 10 - 15 stations | 3 |
| | 4 | Additional marks for having done metro commercial / revenue maximization / | Yes – 5 No – 0 | 5 | 4 | Additional marks for having done relevant metro commercial / revenue maximization / transaction advisory | 0-5 marks | 5 |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| | transaction advisory assignment in Mumbai | | | assignment in Maharashtra | | | |
| | Total including additional marks | | | 30 | | | |
| 14 | Note ii: In case of JV, assignments undertaken by the "Lead Member" shall be considered | | | Note ii: In case of JV, assignments undertaken by the any member of the JV/consortium shall be considered | | | |
| 15 | Note iii, iv & v: iii. Eligible transport assignments under criteria 2 shall include only 100% completed assignments iv. Eligible metro assignments under criteria 2 shall include ongoing projects which are at least 75% complete in terms of scope of work v. Eligible metro assignments under criteria 3 & 4 shall include only 100% completed assignments | | | Note iii, iv & v: Eligible transport and metro assignments will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment. For eligible transport assignments: A minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other minimum 5 projects being quoted, projects should be 75% completed. Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 75% completed must be submitted. For eligible metro assignments: Eligible metro assignments shall include 100% completed assignments only. | | | |

5.1 Key Personnel Scoring

All the key personnel to be evaluated on commercial / revenue maximization / transaction advisory assignments for non-fare revenue in India or overseas undertaken as per the table below:

| SN | Original Clause | | | | Revised Clause | | | | | |
|----|-----------------|---------------|---|-------------------------------------|----------------|---------------|---|-------------------------------------|-------|---|
| | SN | Key Personnel | Transportation Project in India or overseas | Metro Projects in India or overseas | SN | Key Personnel | Transportation Project in India or overseas | Metro Projects in India or overseas | | |
| | | | Band | Score | Band | Score | Band | Score | | |
| 16 | 1 | Team Leader | > 15 | 6 | > 4 | 3 | > 10 | 6 | > 3 | 3 |
| | | | 10 – 15 | 4 | 1 – 4 | 1 | 5 – 10 | 4 | 1 – 3 | 1 |

| SN | Original Clause | | | | | Revised Clause | | | | | | |
|----|---|--|---------|---|-------|---|---|--|--------|---|-------|---|
| | 2 | Transit Media & Transit Retail Specialist | > 15 | 5 | >4 | 2 | 2 | Transit Media & Transit Retail Specialist | > 10 | 5 | > 3 | 2 |
| | | | 10 – 15 | 2 | 1 – 4 | 1 | | | 5 – 10 | 2 | 1 – 3 | 1 |
| | 3 | Commercial Revenue & Contracts Specialist | > 15 | 5 | >4 | 2 | 3 | Commercial Revenue & Contracts Specialist | > 10 | 5 | > 3 | 2 |
| | | | 10 – 15 | 2 | 1 – 4 | 1 | | | 5 – 10 | 2 | 1 – 3 | 1 |
| | 4 | Urban Designer or Transport Planner / Engineer | > 5 | 5 | > 2 | 2 | 4 | Urban Designer or Transport Planner / Engineer | > 5 | 5 | > 2 | 2 |
| | | | 3 – 5 | 2 | 1 – 2 | 1 | | | 3 – 5 | 2 | 1 – 2 | 1 |
| 17 | <ul style="list-style-type: none"> 3 out of 4 key personnel should be from lead member including Team Leader Eligible transport assignments shall include only 100% completed assignments Eligible metro assignments shall include ongoing projects which are at least 75% complete in terms of scope of work | | | | | <ul style="list-style-type: none"> 2 out of 4 key personnel should be from lead member including Team Leader. Eligible transport and metro assignments shall include only 100% completed projects and will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment. | | | | | | |

Detailed Scope of Services

| SN | Original Clause | Revised Clause |
|----|---|--|
| 18 | 8.2.2.a Advertisement Tender Process: b. Finalise tender structure for all advertisement inventory across all stations whether to be packaged into single or multiple tenders | 8.2.2.a Advertisement Tender Process: b. Finalise tender structure for all advertisement inventory across all stations whether to be packaged into single or multiple tenders including Station Semi-Naming Rights |

19. Terms of Reference 8.5 – Deliverables and Payment Schedule

Original:

| SN | Deliverables | Payment |
|----|--|---------|
| 1 | <u>Bid process management concluding with bid evaluation</u> | |
| A | Advertisement | 25% |
| B | Retail | 25% |
| 2 | <u>Programme Management</u> | |
| A | For tunnel advertising concluding with signing of Agreement | 20% |
| 3 | <u>On-boarding of winning bidders</u> | |
| A | Signing of concession documents and related paperwork | 15% |
| B | Finalisation of the utilities and infra requirements with both parties | 10% |
| C | Commissioning of the metro | 5% |

Revised:

- T = Start date
- 'X' m = Number of months
- (Submission Timeline)

| Payment Milestone | Advertisement & Semi-Naming Rights | Retail | Programme management Direct Access | Programme management In-Tunnel Advt. |
|---|------------------------------------|-------------------|------------------------------------|--------------------------------------|
| Inception Report | 10% (T + 0.5 m) | | | |
| Publishing of RFP | 7.5% (T + 2 m) | 7.5% (T + 4 m) | | |
| Evaluation of Bids Received | 10% (T + 6 m) | 10% (T + 8 m) | | |
| Signing of contract agreement with bidder | 5% (T + 7 m) | 5% (T + 9 m) | 5% (T + 6 m) | 5% (T + 9 m) |
| Finalisation of the utilities and infra requirements | 6% (T + 11 m) | 6% (T + 13 m) | 5% (T + 9 m) | 4%* (T + 13 m) |
| On Raising of Invoice for 1st annual payment | 5% (T + 18 m) | 5% (T + 18 m) | 2% (T + 18 m) | 2% (T + 18 m) |
| To incentivise the Consultant to maximise the revenue that MMRCCL can generate through NFBR sources identified in this RFP, a success fee shall be given to the Consultant. A one-time Success Fee amounting to 0.5% of the 1 st two years equivalent license fee (for the two-year lock-in period which is confirmed to MMRC) received through the NFBR sources identified in this RFP provided that the total two-year equivalent license fees exceed ₹ 100 Cr (exclusive of taxes). | | | | |

* Finalisation of the utilities and infrastructure requirements includes:

- Finalisation of the concession agreements and execution assistance including securing bank guarantees and other formalities
- Coordinating utilities and space requirements between the Concessionaire and MMRCCL Planning, Project and Systems teams for each station; including station visits, meetings with relevant officials & assist in drafting related correspondence/reports/MoM, etc.
- Review media / retail /systems layout plans submitted by the Concessionaire for approval by all MMRCCL departments

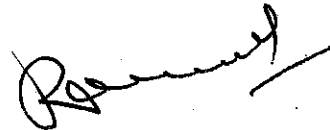
General Conditions of Contract

| SN | Original Clause | Revised Clause |
|----|---|---|
| 20 | <p>3.3 – Confidentiality: The Agency 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.</p> | <p>Additions to Clause 3.3 in GCC:</p> <ul style="list-style-type: none"> a. Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party. However, it shall be the duty of Consultant to intimate the Client before disclosing any information arising out of or related to Client in any manner. b. Consultant may disclose confidential information: (a) to its employees, directors and officers, on a need-to-know basis, as required for performance of services, provided such employees, directors and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance purposes. c. Consultant shall send prior intimation to Client before disclosing information. d. Consultant shall return to the Client all Confidential Information furnished under this Contract together with any copies thereof (including erasing Confidential Information from any computer hard drives or memory keys or such other similar devices and media) and shall provide to Client a certificate stating that the Confidential Information returned comprises all the Confidential Information in the Consultant’s possession or control. In addition to this, Consultant shall disclose and provide to the Client, details of confidential information (including working papers) retained by them for audit requirement. |

| SN | Original Clause | Revised Clause |
|----|--|---|
| 21 | <p>GCC 4.3: Removal and/or Replacement of Personnel:</p> <p>a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> | <p>GCC 4.3: Removal and/or Replacement of Personnel:</p> <p>a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as death or medical incapacity, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. If the Team Leader is changed for reasons other than the reasons such as death or medical incapacity, then a financial penalty of 10% of the overall fee will be levied.</p> |
| 22 | <p>Settlement of Disputes</p> <p>7.2. Dispute Resolution:</p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.</p> | <p>Settlement of Disputes</p> <p>7.2. Dispute Resolution:</p> <p>Any dispute or difference whatsoever arising between the parties out of this contract / agreement shall be first referred to the MD, MMRCCL who shall act as conciliator. If either Party is dissatisfied with the decision passed by MD, MMRCCL or the dispute cannot be settled amicably within sixty (60) days after serving notice of dispute, the Parties may endeavour to settle the dispute by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The sole arbitrator shall be 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 Mumbai 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. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the</p> |

| SN | Original Clause | Revised Clause |
|----|-----------------|--|
| | | arbitration shall, except as may be required by law, be kept confidential. |

You may take this into consideration for your bid submission.



Executive Director (Planning)
Mumbai Metro Rail Corporation Limited

DISCLAIMER:

All information provided as a part of this Addendum to Request for Proposal (RFP) 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. The objective of this Addendum to RFP is to provide information to the interested entities and to facilitate their application for the same. MMRCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Interpretation of the clauses in the RFP is at the sole discretion of MMRCL. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMRCL may, at their absolute discretion construe and interpret the clauses of this RFP, and without being under any obligation to do so, publish further addenda to this RFP document or terminate the same.

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