



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

**Response to Queries regarding '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 published on January 11, 2021

Given below is a compilation of response to the queries received from interested bidders regarding 'Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3' RFP. You may take this into consideration in your bid submission. The last date for bid submission is Monday, March 8, 2021.

SN	Section No.	Query Received	MMRCL Response
1	6. Eligibility Criteria [Clause No.6.1 (Page 20)]	<ul style="list-style-type: none"> <li>• Please reduce the number of assignments from 10 to 5.</li> <li>• Please allow ongoing assignments as well</li> </ul>	Refer to Addendum Sr. No. 2
2	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	We understand metro, monorail, sub urban rail, RRTS would qualify under this category. Please confirm.	Refer to Addendum Sr. No. 4
3	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	We understand assignments can be repeated across these 2 categories. Please confirm.	Confirmed
4	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	Given the long tenure and nature of the assignment, a higher turnover may be considered. For instance - INR 500 Cr.	Bid conditions prevail
5	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	Since this is a transaction advisory assignment, legal services would be crucial. Please allow a third consortium member so as to bring a legal partner on board.	Bid conditions prevail
6	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	Please allow the consortium to meet the required criteria	Refer to Addendum Sr. No. 3
7	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	We understand work orders/ agreements/ completion certificates are permissible as proof of experience. Please confirm.	Refer to Addendum Sr. No. 4
8	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	Please allow sub urban railways and RRTS under the metro category	Refer to Addendum Sr. No. 5
9	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	Please allow ongoing assignments.	Refer to Addendum Sr. No. 6
10	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	As the current criteria is very restrictive, we request the authority to kindly modify the Clause as per below, E) iii. Delete	iii. Bid conditions prevail. If the experience of the international firm is quoted, it is expected that the professionals associated with those projects will actively contribute

CIN U60100MH2008SGC181770

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		v. Eligible metro assignments shall include those done for metro or monorail or any other rail based public transport system for a govt / PPP developer	towards this project; else such experience is of no utility to this assignment. v. Confirmed. However Non-Fare Box Revenue / secondary revenue sources should be a sizeable portion of the scope of the assignment. Purely real estate assignments including land and air rights monetisation shall not be considered as eligible projects.
11	6. Eligibility Criteria [Clause No.6.1 (Page 21)]	We request the authority to kindly accept a certificate from the statutory auditor stating the fee for the said assignment has been received along with LOA/Work Order/ Contract Agreement as valid proof of Consultant's Experience. For cases where the client certificate doesn't specify the no. of stations, we request the authority to accept proof from secondary sources for No. of stations that were included in the metro assignment.	Confirmed.  For cases where the client certificate doesn't specify the no. of stations, secondary sources for number of stations that were included in the metro assignment shall be permitted if it is conclusively proven with documentary evidence.
12	11 b. Sub-Contracting [Clause No.11b (Page 23)]	Engaging subconsultants may allow us to bring the best possible personnel for the assignment. Request you to allow sub consultants for key personnel positions.	Bid Conditions Prevail
13	13 Preparation of Proposals – Specific Considerations [Clause No.13.6 (Page 24)]	The Clause might restrict the consortium from bring the best possible team for you. Please remove this Clause.	Bid Conditions Prevail
14	16. Technical Proposal Format and Content [Clause No. 16e (Page 26)]	Engaging subconsultants may allow us to bring the best possible personnel for the assignment. Request you to allow sub consultants for key personnel positions.	Bid Conditions Prevail
15	27. Financial Negotiations [Clause No.27]	Kindly elaborate on the implications of this Clause	Refer to Addendum Sr. No. 7
16	5 Data Sheet [Clause No. 13.3 a) Page 32]	The Clause might restrict the consortium from bring the best possible team for you. Please remove this Clause.	Refer to Addendum Sr. No. 8
17	5 Data Sheet [Key Personnel Page 32]	We understand that transport sector here means road, rail, metro, bus, aviation, shipping, port and inland transport. Please confirm.  We understand metro sector would include metro, monorail, sub urban rail, RRTS. Please confirm  We would request you to consider	Refer to Addendum Sr. Nos. 6 & 10

SN	Section No.	Query Received	MMRCL Response
		<p>relaxation in the minimum requirement criteria for Team Leader as mentioned below:-</p> <ul style="list-style-type: none"> <li>• Shall have MBA or PGDM from an accredited college/university</li> <li>• Change in minimum years of experience from 15 years to 12 years</li> <li>• Change in experience in commercial/revenue maximisation/transaction advisory assignments for non-fare revenue from minimum 10 projects to 3 projects in transport sector as team leader in India or Overseas.</li> <li>• Request to consider ongoing projects as well under this category.</li> <li>• Please remove the requirement of experience as Team Leader as the person with over 15 years of experience will have worked on various positions</li> </ul>	
18		<p>We request the authority to amend the Clause as per below: 13.3 Team Leader</p> <ul style="list-style-type: none"> <li>• Shall have MBA or equivalent or CA from an accredited college/university</li> <li>• Should have minimum 14 year experience</li> <li>• Should have completed minimum 10 (ten) 5 (five) commercial/revenue maximization/transaction advisory assignments for non-fare revenue in transport sector in India and overseas as Team Leader</li> <li>• Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Team Leader</li> <li>• In case of Consortium / JV, Team Leader has to be from the "Lead Member"</li> </ul>	
19	5 Data Sheet [Key Personnel Page 32]	<p>We understand that transport sector here means road, rail, metro, bus, aviation, shipping, port and inland transport. Please confirm.</p> <p>We understand metro sector would include metro, monorail, sub urban rail, RRTS. Please confirm</p> <p>We would request you to consider relaxation in the minimum requirement criteria mentioned below:- Transit Media &amp; Transit Retail Specialist</p> <ul style="list-style-type: none"> <li>• Shall have MBA or PGDM from an accredited college/university</li> <li>• Change in minimum years of experience from 15 years to 10 years</li> <li>• Change in experience in</li> </ul>	Refer to Sr. Nos. 6 & 11

SN	Section No.	Query Received	MMRCL Response
		commercial/revenue maximisation/transaction advisory assignments for non-fare revenue from minimum 10 projects to 2 projects in transport sector in India or Overseas. • Request to consider ongoing projects as well under this category.	
20		We request the authority to amend the Clause as per below: 13.3 Transit Media & Transit Retail Specialist • Shall have MBA or equivalent or CA from an accredited college/university • Should have minimum 14 year experience • Should have completed minimum 10 (ten) 5 (five) commercial/revenue maximization/transaction advisory assignments for non-fare revenue in transport sector in India and overseas as Team Leader • Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Transit Media & Transit Retail Specialist	
21	5 Data Sheet [Key Personnel Page 33]	We understand that transport sector here means road, rail, metro, bus, aviation, shipping, port and inland transport. Please confirm.  We understand metro sector would include metro, monorail, sub urban rail, RRTS. Please confirm  We would request you to consider relaxation in the minimum requirement criteria mentioned below:- Commercial Revenue & Contracts Specialist • Shall have CA/ MBA or PGDM from an accredited college/university • Change in minimum years of experience from 15 years to 10 years • Change in experience in commercial/revenue maximisation/transaction advisory assignments for non-fare revenue from minimum 10 projects to 2 projects in transport sector in India or Overseas. • Request to consider ongoing projects as well under this category.	Refer to Addendum Sr. Nos. 6 & 12
22		We request the authority to amend the Clause as per below: Commercial Revenue & Contracts Specialist • Shall have MBA from an accredited college/university • Should have minimum 14 year experience	

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		<ul style="list-style-type: none"> <li>• Should have completed minimum 5 (five) commercial/revenue maximization transaction advisory assignments for non-fare revenue in transport sector in India and overseas as Commercial Revenue &amp; Contracts Specialist</li> <li>• Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Commercial Revenue &amp; Contracts Specialist</li> </ul>	
23	5 Data Sheet [Key Personnel Page 33]	<p>We understand that transport sector here means road, rail, metro, bus, aviation, shipping, port and inland transport. Please confirm.</p> <p>We understand metro sector would include metro, monorail, sub urban rail, RRTS. Please confirm</p> <hr/> <p>We would request you to consider relaxation in the minimum requirement criteria mentioned below:-</p> <ul style="list-style-type: none"> <li>• Shall have Post Grad in Urban Design / Transportation Planning / Transportation Engineering/ Urban Planning</li> <li>• Request to consider ongoing projects as well under this category.</li> </ul>	Refer to Addendum Sr. No. 6
24		<p>Urban Designer/ or Transport Planner/Engineer</p> <ul style="list-style-type: none"> <li>• Shall have Post Grad in Urban Design / Transportation Planning / Transportation Engineering / Infrastructure planning</li> <li>• Should have minimum 10 year experience</li> <li>• Should have completed minimum 3 (three) urban design / urban planning assignments in India or overseas</li> <li>• Should have been urban designer / transport specialist for at least 1(one) metro project in India</li> </ul>	Bid Conditions Prevail
25	5 Data Sheet [Key Personnel Page 33]	<p>We request the authority to amend the Clause as per below, General Conditions to be fulfilled by Key Staff:</p> <ol style="list-style-type: none"> <li>1. Age of the key professionals should not be greater than 65 years.</li> <li>2. Minimum 50% of the proposed key staff (min 2 3 out of 4) should be the employee of the lead company in case of JV.</li> <li>3. Delete. We request the authority to allow the team leader to be from the Lead Member, Consortium member or an Independent Expert</li> <li>4. Each CVs of key professional should be signed by authority signatory and key professional.</li> </ol>	Refer to Addendum Sr. Nos. 8 & 17

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26	5. Data Sheet [Clause No. 22.2 Page 33]	a) Kindly clarify if the no. of stations will be counted from a single assignment or cumulatively from multiple assignments b) We request that the scoring criteria should be no. of stations of a single assignment and not cumulatively from multiple assignments	No. of stations will be considered from a single assignment.
27	5. Data Sheet [Clause No. 22.2 Page 34]	Please consider the following evaluation criteria >=10 projects – 10 marks 5-10 projects – 6 marks	Refer to Addendum Sr. No. 13
28		We understand that the eligible transport assignments under criteria 1 shall include only 100% completed assignments	
29		Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed / ongoing up to 50% complete in transport sector in India and overseas –  Please consider the following evaluation criteria >=15 projects – 10 marks 5-10 projects – 6 marks	
30	5. Data Sheet [Clause No. 22.2 Page 34]	Please consider the following evaluation criteria >=4 projects – 8 marks 3 projects – 6 marks 1-2 projects – 4 marks	Bid Conditions Prevail
31		Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed / ongoing up to 50% complete in metro sector in India and overseas  Please consider the following evaluation criteria >=3 projects – 8 marks 3-2 projects – 6 marks 1 projects – 4 marks	
32	5. Data Sheet [Clause No. 22.2 Page 34]	We understand assignments can be repeated across these 2 categories. Please confirm.	Confirmed
33	5. Data Sheet [Clause No. 22.2]	We understand metro includes sub urban rail and monorail. Please confirm.	Confirmed. However Non-Fare Box Revenue / secondary revenue sources should be a sizeable portion of the scope of the assignment. Purely real estate assignments including land and air rights monetisation shall not be considered as eligible projects.
34	5. Data Sheet [Clause No. 22.2]	Additional marks for having done metro commercial / revenue maximization / transaction advisory assignment in Maharashtra	Refer to Addendum Sr. No. 13

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35	5. Data Sheet [Clause No. 22.2 Page 35]	Please remove this Clause	Refer to Addendum Sr. No. 14																													
36	5. Data Sheet [Clause No. 22.2 Page 35]	Please allow ongoing assignments	Refer to Addendum Sr. No. 6																													
37	5. Data Sheet [Clause No. 22.2 Page 35]	Eligible metro assignments under criteria 2 shall include ongoing projects which are at least 50% complete in terms of scope of work	Refer to Addendum Sr. No. 6																													
38	5. Data Sheet [Clause No. 22.2, Page 35]	Please allow sub urban rail and RRTS under the metro category	Refer to Addendum Sr. No. 9																													
39	5. Data Sheet [Clause No. 22.2 Page 35]	We understand that the presentation will happen on a later date. Request you to remove the requirement of submitting the presentation as a part of the proposal. This will allow us some more time for the presentation. Kindly consider.	Bid Conditions Prevail. However, the presentation maybe enhanced (minor graphic updates only) till the date of the presentation.																													
40	5 Data Sheet [Clause No. 5.1 Page 37]	<table border="1"> <thead> <tr> <th rowspan="3">Key personnel</th> <th colspan="2">Transportation Project in India or overseas</th> <th colspan="2">Metro Projects in India or overseas</th> </tr> <tr> <th>Band</th> <th>Score</th> <th>Band</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>&gt;5 3-5</td> <td>6 4</td> <td>&gt;2 1-2</td> <td>3 1</td> </tr> <tr> <td>Transit Media &amp; Transit Retail Specialist</td> <td>&gt;4 2-4</td> <td>5 2</td> <td>&gt;2 1-2</td> <td>2 1</td> </tr> <tr> <td>Commercial Revenue &amp; Contracts Specialist</td> <td>&gt;4 2-4</td> <td>5 2</td> <td>&gt;2 1-2</td> <td>2 1</td> </tr> <tr> <td>Urban Designer or Transport Planner / Engineer</td> <td>&gt;5 3-5</td> <td>5 2</td> <td>&gt;2 1-2</td> <td>2 1</td> </tr> </tbody> </table>	Key personnel	Transportation Project in India or overseas		Metro Projects in India or overseas		Band	Score	Band	Score	Team Leader	>5 3-5	6 4	>2 1-2	3 1	Transit Media & Transit Retail Specialist	>4 2-4	5 2	>2 1-2	2 1	Commercial Revenue & Contracts Specialist	>4 2-4	5 2	>2 1-2	2 1	Urban Designer or Transport Planner / Engineer	>5 3-5	5 2	>2 1-2	2 1	Refer to Addendum Sr. No. 16
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42	5 Data Sheet [Clause No. 5.1]	Since all the key personnel will have significant experience, they will have worked in various capacities in the eligible engagements. Hence, request you to remove this column	Refer to Addendum Sr. Nos. 10, 11 & 12																													

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43	Form FIN-3: Breakdown of Staff-Month Cost (All inclusive) [Form Fin-3]	Since there is no specific requirement for local/ foreign key personnel, request you to remove this differentiation.	Bid Conditions Prevail
44	8 Terms of Reference [Clause No.8.2 Detailed Scope of Services]	We understand that the legal vetting of the RFP's will be undertaken by the authority. Please Clarify	Consultant shall ensure that the RFPs are complete and comprehensive in all respects.
45	8 Terms of Reference [Clause No.8.2 Detailed Scope of Services]	We understand that all studies undertaken/DPR's prepared by the authority for the project will be made available to the consultant who is awarded the contract. Please Clarify	All relevant studies/documents will be made available.
46	8 Terms of Reference [Clause No.8.2 Detailed Scope of Services]	Is a project inception report to be prepared?	An inception report shall be submitted within 2 weeks of the signing of the contract.  Provision for payment is made accordingly. Refer to Addendum Sr. No. 18
47	8 Terms of Reference [Clause No.8.2 Detailed Scope of Services]	Please clarify whether the project structure for each of the identified NBFBR initiatives have already been decided or will the consultant assist in developing the same? Will the consultant review various packaging options?	MMRCL has carried out a feasibility study. However, if the Consultant team can bring value addition to the NBFBR monetisation, that maybe considered by MMRCL.
48	8 Terms of Reference [Clause No. 8.2.1 In-Station Commercial Development], [Clause No. 8.2.2.a Advertisement Tender Process] & [Clause No. 8.2.2.b Advertisement rights inside Direct Access Subways]	Is the consultant required to prepare the bid documents i.e. the RFP and the concession agreements?	Yes
49	8 Terms of Reference [Clause No. 8.2.2.b Advertisement rights inside Direct Access Subways]	Please elaborate.	For direct access subways from Metro Station to adjacent property, advertisement rights within the subway will have to be evaluated.



<b>SN</b>	<b>Section No.</b>	<b>Query Received</b>	<b>MMRCL Response</b>
50	8 Terms of Reference [Clause No. 8.2.2.c Liasioning & finalizing In-Tunnel Advertising Operators]	Please indicate the potential number of such opportunities identified	Consultant should identify such opportunities.
51	8 Terms of Reference [Clause No. 8.2.2.c Liasioning & finalizing In-Tunnel Advertising Operators]	Is the consultant required to estimate costs for the in-tunnel advertising? If so, we understand these would be block cost estimates.	Cost estimates suitable for a commercial viability assessment will be required.
52	8 Terms of Reference [Clause No. 8.2.3 Metro Station Direct Access]	Since, there is no clarity on the number of potential proposals for metro station direct access, this will impact the bidders ability to quote a financial price.  Request you to cap the number of such proposals.	MMRCL has carried out an EOI process in which 12 property owners expressed interest in partnering with MMRCL for this opportunity. These will have to be pursued by the Consultant and some of these will culminate in execution of the JDA.
53	8 Terms of Reference [Clause No. 8.3 Study Administration]	Please clarify who would be the Dy Team Leader	The Consultant Team shall appoint a suitable Key Personnel to be Deputy Team Leader
54	8 Terms of Reference [Clause No. 8.3 Study Administration]	We understand, if there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	Bid Conditions Prevail

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55	8 Terms of Reference [Clause No. 8.5 Deliverables and Payment Schedule]	<table border="1"> <thead> <tr> <th data-bbox="515 315 608 342">Deliverables</th> <th data-bbox="608 315 978 342">Queries</th> </tr> </thead> <tbody> <tr> <td data-bbox="515 342 608 427">Bid process management concluded with bid evaluation</td> <td data-bbox="608 342 978 427"> <p>1. There might be multiple bid processes for advertisement and retail. Please clarify how will the payment milestones link to each of the bid processes</p> <p>2. We understand this milestone is irrespective of the result of the bid process. Please clarify</p> </td> </tr> <tr> <td data-bbox="515 427 608 515">Program Management</td> <td data-bbox="608 427 978 515"> <p>3. Please indicate the number of tunnel advertising agreements and Direct Access agreements being planned.</p> <p>4. In case of multiple agreements, how will the payment milestones be structured?</p> </td> </tr> <tr> <td data-bbox="515 515 608 602">Onboarding of winning bidders</td> <td data-bbox="608 515 978 602">5. There might be multiple bid processes for advertisement and retail. Please clarify how will the payment milestones link to each of the bid processes</td> </tr> <tr> <td data-bbox="515 602 608 689">Signing of concession documents and related paperwork</td> <td data-bbox="608 602 978 689">6. While the consultant can assist with preparing of the concession agreement, signing of the same and onboarding of the bidder will not be under the control of the consultant. Please remove this milestone</td> </tr> <tr> <td data-bbox="515 689 608 768">Finalization of the utilities and infra requirements with both parties</td> <td data-bbox="608 689 978 768">7. In case of a delay in signing of concession agreement, for reasons beyond the control of the consultant, this milestone might not be achieved. How will the payment milestones be treated in that case?</td> </tr> <tr> <td data-bbox="515 768 608 768">Commissioning of the metro</td> <td data-bbox="608 768 978 768">8. This milestone is entirely out of the consultant's control. Please remove this milestone</td> </tr> </tbody> </table>	Deliverables	Queries	Bid process management concluded with bid evaluation	<p>1. There might be multiple bid processes for advertisement and retail. Please clarify how will the payment milestones link to each of the bid processes</p> <p>2. We understand this milestone is irrespective of the result of the bid process. Please clarify</p>	Program Management	<p>3. Please indicate the number of tunnel advertising agreements and Direct Access agreements being planned.</p> <p>4. In case of multiple agreements, how will the payment milestones be structured?</p>	Onboarding of winning bidders	5. There might be multiple bid processes for advertisement and retail. Please clarify how will the payment milestones link to each of the bid processes	Signing of concession documents and related paperwork	6. While the consultant can assist with preparing of the concession agreement, signing of the same and onboarding of the bidder will not be under the control of the consultant. Please remove this milestone	Finalization of the utilities and infra requirements with both parties	7. In case of a delay in signing of concession agreement, for reasons beyond the control of the consultant, this milestone might not be achieved. How will the payment milestones be treated in that case?	Commissioning of the metro	8. This milestone is entirely out of the consultant's control. Please remove this milestone	Refer to Addendum Sr. No. 19
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56		<p>a) Project Mobilization: 10%</p> <p>b) Advertisement: 15%</p> <p>c) Retail: 15%</p> <p>d) For tunnel advertising concluding with signing of Agreement: 15%</p> <p>e) Assist in JDA process for Metro Station Direct Access: 15%</p> <p>f) Signing of concession documents and related paperwork: 15%</p> <p>g) Finalization of the utilities and infra requirements with both parties: 10%</p> <p>h) Commissioning of the metro: 5%</p>															
57	8 Terms of Reference [Clause No. 8.5 Deliverables and Payment Schedule]	To incentivise the consultant to maximise the revenue that MMRCL can generate through NFBR sources identified in this RFP, we propose that a success fee be given to the consultant amounting to 0.5% of the total 1st year license fees received through the NFBR sources identified in this RFP	Refer to Addendum Sr. No. 19														
58	RFP Procurement Cost/ Tender Fees [Clause 2 (Page 7)]	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	Bid Conditions Prevail														
59	Limitation of Liability [Clause No. GC 3.4 (Page 68)]	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption</p>	Bid Conditions Prevail														

SN	Section No.	Query Received	MMRCL Response
		of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	
60	Limitation of Liability [No Clause in RFP]	<p>Client is requested to include to Clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below Clause:</p> <p>Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	Bid Conditions Prevail
61	Confidentiality Obligations [Clause 19 (Page 28) GC 3.3 (Page 68)]	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following Clause:</p> <p>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; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	Refer to Addendum Sr. No. 20
62	Confidentiality Obligations [Clause 19 (Page 28) GC 3.3 (Page 68)]	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following Clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors,</p>	Refer to Addendum Sr. No. 20

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		on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
63	Confidentiality Obligations [Clause No. GC 3.3 (Page 68)]	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Bid Conditions Prevail
64	Confidentiality Obligations [Clause No. GC 3.6(a) (Page 70)]	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Refer to Addendum Sr. No. 20
65	Confidentiality Obligations [No Clause in RFP]	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	Bid Conditions Prevail
66	Termination [No Clause in RFP]	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	Bid Conditions Prevail
67	Termination [Clause No. GC 2.10 (a), (c), (g) Page 66]	We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	Bid Conditions Prevail
68	Conflict of interest [Clause 3 (Page 19) GC 3.2 (Page 68)]	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Bid Conditions Prevail
69	IPR [Clause No. GC 3.6 (Page 69)]	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs	Bid Conditions Prevail

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		<p>to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below Clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	
70	Insurance [Clause No. GC 3.7 (Page 69) SC 3.7 (Page 73)]	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Bid Conditions Prevail
71		Since this is a consultancy assignment and not a works assignment, we suggest waving off all 4 insurances.	Bid Conditions Prevail
72	4.3. Removal and/or Replacement of Personnel [Clause No. GCC 4.3]	We request you to kindly waive this Clause	Refer to Addendum Sr. No. 21
73	Arbitration [Clause No. GC 7.2 (Page 71)]	We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and Meity guidelines also encourage arbitration. We therefore request you to kindly consider the below	Refer to Addendum Sr. No. 22

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		<p>Clause inclusion:            In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____.</p>	
74	Survival obligations [Clause No. GC 2.11 (Page 67)]	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Bid Conditions Prevail
75	Audit [Clause No. GC 2.11(iii) Page 67]	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Bid Conditions Prevail
76	Third party disclaimer [No Clause in RFP]	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Bid Conditions Prevail
77	Acceptance [No Clause in RFP]	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple Clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take</p>	Bid Conditions Prevail

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		reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	
78	Sub-contract [Clause 11b (Page 23)]	We may take assistance from our contractors or other network firms (each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However we remain solely liable to client for their acts; claims (if any) in relation to this engagement will be routed solely through client and us.	Bid Conditions Prevail
79	No Clause in RFP	We request to consider to include appropriate language on the lines below (sample): "If there are any circumstances that reasonably restrict or affect the ability of Consultant's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist"	Bid Conditions Prevail
80	Disputes about Events of Termination [Page No. 68]	We request the Authority to kindly modify the Clause as per the following: <u>Without prejudice to the Agency's rights and remedies available in law</u> . If the Agency is not satisfied with the order passed by the Executive Director as aforesaid, the Agency may within thirty days of receipt by him of any such order appeal against it to the Managing Director who, if convinced that prima – facie the Agency claim rejected by ED is not frivolous and that there is some substance in the claim of the Agency as would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case decision taken by the committee shall be finalized by the competent authority and same shall be binding to the Agency	Bid Conditions Prevail
81	Insurance to be Taken Out by the Consultant [Page No. 70]	We request the Authority to kindly modify the Clause as per the following: The agency shall take out and maintain at their own <del>cost but on terms and conditions approved by the Client</del> , insurance against the risks, and for the coverage, as shall be specified in the SC, and	Bid Conditions Prevail

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82	Operation of the Contract [Page No. 70]	We request the Authority to kindly modify the Clause as per the following: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract, shall operate fairly as between them , and without detriments to the interest of either of them , and that , if during the term of this Contract either Party believes that this Contract is operating unfairly , the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness , <del>but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.</del>	Bid Conditions Prevail
83	General Conditions of Contract [Clause No. 7. Settlement Of Disputes]	We request the authority to kindly add the following Clause: <u>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration &amp; 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 New Delhi 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>  <u>The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.</u>  <u>MMRCL shall not recover from the Agency, in contract or tort, under statute</u>	Refer to Addendum Sr. No. 22



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		<p><u>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 Agency shall also not be liable, in contract or tort, under statute or otherwise, for 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.</u></p> <p><u>The Agency may terminate this Agreement, or any particular Services, immediately upon written notice to MMRCL if the Agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations</u></p>	

Executive Director (Planning)  
Mumbai Metro Rail Corporation Limited

**DISCLAIMER:**

All information provided as a part of this document to the prospective applicants by the Mumbai Metro Rail Corporation Limited is subject to the terms and conditions set out by Mumbai Metro Rail Corporation Limited and as shall be laid down in the agreement of contract to be executed between Mumbai Metro Rail Corporation Limited and the Applicant.

The objective of this document is to provide information to the interested parties about requirement of Mumbai Metro Rail Corporation Limited to facilitate their Application for the project. This document does not claim to contain all the information as may be required at the time of execution of work. Each applicant is advised to conduct its own survey for commissioning the work and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources as deemed necessary. Mumbai Metro Rail Corporation Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Mumbai Metro Rail Corporation Limited may, at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

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