

The following are the clarification to Queries during Pre-Proposal Conference on 19th Nov 2013 and the corresponding corrections to be incorporated in the tender notice No. KMRL/CE/PD/2013-14/1 DATED 24/08/2013 uploaded on KMRL website on 11/10/2013.

“RFP FOR SELECTION OF 'TRANSACTION ADVISOR' FOR PROPERTY DEVELOPMENT OF 'METRO CITY.’”

Further to Corrigendum 1 & 2 uploaded on KMRL website, the clarifications to queries is given as under:

S No	Reference in the RFP Document	Title/Sub Title	Descriptions as per the RFP Document	Remarks
1	Clause 2.2.4: Page 12	Power of Attorney	The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-1	Tender conditions prevail
2	Clause 1.3 (c): Page 36	Terms of Reference	The project should include property development with multi-level parking at Metro Stations of Aluva, Edappally, JLN Stadium, Kaloor, Ernakulam South and Petta	As amended in Corrigendum 3
3	Clause 1.3 (e): Page 37	Terms of Reference	The scope will also include TOD study of Tripunithura-Kakkanad-Kalamassery Stretch and factoring in the effect of this into the project proposal of ‘Metro City’	As amended in Corrigendum 3
4	Clause 3.4.4: Page 62	Consultancy Agreement	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value	Tender conditions prevail
5	Clause 3.5.2 (d): Page 63	Consultancy Agreement	Except in case of Third Party liabilities, the insurance policies so procured shall mention the KMRL as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the KMRL as the sole beneficiary of the Consultant or require an undertaking to that effect	Tender conditions prevail
6	Clause 7.2.1: Page 69	Consultancy Agreement	Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the KMRL in a reasonable manner and recovered	Tender conditions prevail

			from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value	
7	Clause 1.1.1 & 1.1.2	Indicative Project Cost and Upfront Fee	We kindly request you to clarify if any preliminary studies have been undertaken by KMRL to arrive at the tentative project cost (rs.1900 Cr.) and upfront amount (Rs.750 Cr.) , and if so can it be shared with the bidders	As amended in Corrigendum 3
8	Clause 2.2.2.(B)	Minimum Annual Turnover	1. We kindly request you to clarify that, if applied in a consortium, whether any member of the consortium can fulfil this financial capacity.	Clause 2.1.1 prevails
			2. Turnover of Rs.100 Crore seems to be very high when compared to the tentative consultancy fees for the subject assignment. We kindly request you to reduce the Turnover criteria to 20 Crore and to consider the firm's turnover rather than revenue from professional fees alone.	As amended in Corrigendum 3
			3. Please clarify whether the minimum turnover specified is from professional fees only.	From professional fees only
9	Clause 2.2.2(A)	Technical Capacity	We kindly request you to clarify that, if applied in a consortium, whether any member of the consortium can fulfill this Technical Capacity.	Tender Conditions prevail
10	Clause 1.1.	General	Please clarify whether the total project scope involves:	As amended in Corrigendum 3
			1. Transaction Advisory services for Metro City at Kakkanad	
			2. Only Feasibility Study for land pockets at 6 Metro Stations	
			3. Only TOD Study of Tripunithura-Kakkanad Stretch	
			4. Only TOD Study of Kakkanad - Kalamassery Stretch	
11	3.1.3	Scoring Criteria	Please clarify the difference in item number 2.3 and 3.3. Both are specifying Completeness of the work plan scheduling and staffing	As amended in Corrigendum 3
12	TOR Objective 2.	Project Area	Please clarify the exact project area for Metro City. There are 2 different areas mentions (17.315 Acre and 15.685 Acre)	As amended in Corrigendum 3
13	General	TOD Study	The Assignment involves TOD Study for 2 stretches. However, any similar experience is not a mandatory eligibility. The project may benefit, is the Applicant possesses experience of conducting TOD studies.	As amended in Corrigendum 3
14	General	Personnel	The Assignment involves working in India and with reference to the Planning Commission guidelines. Hence it is requested that additional weightage should be provided to Personnel having domestic	Tender conditions prevail

			experience of completed PPP Projects	
15	Clause 2.2.2 (A): Page 11	Technical Eligibility " The Applicant shall have been actively involved in providing consultancy services of similar nature for at least five consultancy assignments in the last three years "	The timeframe to cover 5 relevant eligible projects is short. It is suggested to increase to increase this timeframe to last 7 years.	As amended in Corrigendum 3
16	Clause 8.2: Page 49	"The Consultant shall establish a Project Office at a suitable location in Kochi for efficient and coordinated performance of its Services"	As a practice, consultants typically mobilize their teams to carry out the necessary field surveys and site related studies and subsequently work from their nearest base location. We understand that the intent of the Client is to ensure smooth and efficient coordination with the Consultant. It is therefore requested if the Client can provide its office premise for establishment of consultants' desk as an alternative. This would save the consultants in establishing the project office which is a significant cost outlay.	Tender Conditions prevail
17	Annexure 6: Page 77	Payment Schedule	The payment terms given on Page 47/48 of the document are different from the one provided in Annexure 6	As amended in Corrigendum 3
18	Appendix I, Form I: Page 83	" With reference to your RFP Notification dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Transaction Advisor/Consultant for developing 'METRO CITY' project in 17.315 acres of land at Kakkanad under Public Private Partnership/Joint Venture (JV) by forming Special Purpose Vehicle. "	Please confirm if the consultants require to form a SPV to execute the consultancy assignment. We understand that this clause is more relevant from a development partner's perspective identified at Project Development stage.	The reference is to the concessionaire of project 'Metro City' and not referred to the applicant.
19	Clause 1.1.1: Page 6	"The indicative cost of the project is Rs.1900 Crores (Including land value)"	What is the basis on which this evaluation has been arrived	As amended in Corrigendum 3
20	Clause 1.1.2:	R.750 crore as upfront fee seems to	How was this figure worked out	As amended in

	Page 6	be too ambitious		Corrigendum 3
21	Clause 2.1.1: Page 10	"The term applicant means the Sole Firm or the Lead Member, as the case may be"	Need to be clarified as the applicant may be a sole firm/consortium. A consortium is formed to bring in the best of the expertise for the job. Request you to make changes in the term "Applicant"	Tender Conditions prevail
22	Clause 2.2.2 (c):Page 11	"The applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below"	Please clarify if the lead member has to provide all the key personnel	As amended in Corrigendum 3
23	Clause 3.1.3, Item No.2.2.: Page 26	"Availability of infrastructure facilities or taking up the work"	What are the infrastructural facilities required	As amended in Corrigendum 3
24	Clause 3.1.3, Item No.3: Page 26	"Outline scheme model proposal based on minimum requirements of KMRL".	At the stage of submission of proposal, we believe this should not be taken as important criteria as it will be an essential outcome of the study. Hence, the model cannot be proposed beforehand with just preliminary studies. Therefore, we request to remove this criterion, as any organization giving a rosy picture will end up with highest marks and this may not be true at the time of final outcome	As amended in Corrigendum 3
25	Clause 3.1.4: Page 27	"The consultant should demonstrate at least five eligible assignments covering the following categories: (i) Completed project undertaken through PPP/BOT/JV having an estimated capital cost (excluding land) of at least 200 crore. (ii) Completed project involving construction and having an estimated capital cost (excluding land) of at least Rs.500 (Five hundred) crore."	Kindly clarify if the eligible assignments is to demonstrated as combination of categories (i) & (ii)/category (i) or (ii) / five assignments in each category.	As amended in Corrigendum 3
26	Clause 1.3. TOR: Page 36	Regarding Assessment of multi-level parking	Will the work also be part of the package given to the developer who will get the job for development of land area or will it be divided between two developers. What are data and the studies available with KMRL relevant for the project	As amended in Corrigendum 1
27	Page 100	Appendix-1, Form 15 Indicates the	What about the details for consortium members	Tender Conditions

		proposal for sub-consultant.		prevail
28	Clause 3.4: Page 62	Liability of the Consultant: This limitation of liability of Consultant to a limit equal to 3 (three) times the Agreement Value	It should be one time the fee/agreement value	Tender Conditions prevail
29	Clause 3.5.1: Page 63	Insurance to be taken out by the Consultant :	The consultant shall, for the duration of this Agreement, take out and maintain, at its (or the Sub-Consultant's as the case may be) own cost, but on terms and conditions approved by the KMRL, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice. What are the terms & conditions of KMRL for insurance	Tender Conditions prevail
30	Page 65:	Substitution of Key Personnel	Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, reduction of 50% (fifty per cent). This is beyond control, what we commit is replacement will be of some or higher capabilities.	Tender Conditions prevail
31	para 1.1.2		the Introduction it is mentioned that the project is to be planned for bringing-up an upfront fee of not less than Rs. 750.0 Crore along with a percentage of annual revenue share. Without conducting market studies, demand assessment, techno-commercial feasibility, financial analysis and knowing developers appetite etc, it may not be possible to assess or pre-fix the amount of minimum upfront payment, now. KMRL may re-consider this requirement	As amended in Corrigendum 3
32	sub clause 2.2.2 (A)		Technical Capacity, the requirement is providing consultancy services of similar nature at least five assignments in last three years. As there are only few similar nature projects completed during the past three years due to the economic slowdown and land related issues, it is requested that the assignments completed at-least during in the past seven years may be considered for evaluation of the technical capacity.	As amended in Corrigendum 3
33	sub-clause 2.2.2 (B)		Financial Capacity, the minimum Annual Turnover required is Rs. 100.0 Cr during each of the three financial years (2011-12, 2010-11 and 2009-10) from the professional fee; which we feel is on the higher side for the consultancy assignments. As higher amounts would limit the competition and for wider participation, we request to reduce the annual turnover criterion to Rs. 50.00 Cores average turnover of the past three years. We also request to consider the latest year i.e. 2012-13 instead of 2009-10 for turnover evaluation as the same will be more reflective of the current financial capacity of a bidder.	As amended in Corrigendum 3

34	sub-clause 2.2.2 (D) (a)		the qualification for PPP expert cum project manager is kept as “Civil Engineer and MBA (Finance). As there is requirement of a separate “Financial Expert” as one of the key personnel with CA/MBA (Finance)/CFA, we feel for the PPP Expert cum Project Manager, MBA (Finance) qualification may not be required. Hence it is requested to change the educational qualification for PPP expert cum Project Manager either as “Civil Engineer” with 15 years of experience or “Civil Engineer” and Post-Graduation in Planning with 12 years of experience.	As amended in Corrigendum 3
35	Clause 2.20:		Bid Security of the RfP document, a bid security of Rs.2.0 (two) lakhs in the form of a Demand Draft needs to be submitted, which we feel is on the higher side. We would like to mention that generally for transaction advisory assignments, no bid security is asked for. We therefore request you to either delete this requirement or reduce the amount to Rs. 1.00 lakh and also bid security in the form of Bank Guarantee may please be considered.	Tender Conditions prevail
36	Clause 2.26		the TA shall indemnify KMRL, for an amount not exceeding 3 (three times) the value of the Consultancy Agreement, for any direct loss or damage that is caused due to any deficiency in services provided as per the TOR, which we feel is very high and not fair. We would like to request that since performance guarantee has already been stipulated as part of the consultancy contract, the above indemnity provision may either be considered for deletion or the amount may please be reduced to the value equal to the performance guarantee amount.	Tender Conditions prevail
37	clause 3.1.3		it is mentioned that the Phase I short listing will be for a minimum score of 75/100. We understand that it is 75% of 80 marks i.e. 60. Please confirm.	As amended in Corrigendum 3
38	clause 3.2		Short listing of Applicants of RFP, it is mentioned that not more than five bidders shall be pre-qualified and shortlisted for financial evaluation in the second stage. We feel this kind of restriction is not done for the consultancy assignments, which will not only limit the competition but also the firms who get the minimum technical scores even may get eliminated in the process. It is requested that all the firms who score the minimum qualifying marks/points in the evaluation of technical proposals may be included for the second stage evaluation.	As amended in Corrigendum 3
39	clause 3.5.2 of TOR		the debt equity ratio shall be adopted as 70:30. It would not be appropriate to fix the debt equity ratio at this stage, as the same will depend on the project structure, project financials and prevalent market conditions at the time of financial analysis and later at the time of financial closure by the selected private developer/JV partner	It is an indicative ratio. The revenue model should recommend the appropriate ratio.

40	clause 3.5.3 (b) of TOR		the risk analysis should be conducted using Monte Carlo method. We feel this method may not be relevant to the assignment in question. KMRL may re-consider the requirement of using Monte Carlo method	Tender Conditions prevail
41	clause 3.5.4 of TOR		the minimum IRR to be achieved is kept as 12%, which is on lower side for the real estate projects. As per the prevalent market conditions, the minimum IRR for the real estate projects expected by the investors as well as by the financial institution is higher. Also, this parameter is dependent on the project structure, prevalent market conditions and financial scenario etc. this provision may be considered for deletion	Tender Conditions prevail
42	clause 5 of TOR		the number of hard copies of reports to be submitted to KMRL is kept as 30, which is on higher side and increase the cost. Hence the same may please be reduced to 5 along with soft copy for convenient circulation and reference	Tender Conditions prevail
43	clause 6 of TOR		it is mentioned as the consultant shall deploy all his key personnel at the Project office in Kochi as per the deployment schedule. As per the general practice, the key personnel would be available for site visits, key stake-holder consultations and discussions with KMRL etc. as and when required and required project/field team would be positioned at the project office for day to day activities and interactions with KMRL and other stake-holders. Hence it is requested that the condition may be relaxed	Tender Conditions prevail
44	clause 8.1 of TOR		it is mentioned that the selected consultant shall appoint a Project Manager who will be a senior professional from the Lead Member with minimum 15 years of experience. Please clarify whether this person will be in addition to the key personnel mentioned in the RFP or one of the key personnel.	As amended in Corrigendum 3
45	clause 3.6 of the Consultant's Agreement		(Accounting, Inspection and Auditing) is not generally applicable to the consultancy assignments. Hence the same may please be considered for deletion.	Tender Conditions prevail
46	clause 3.2.1 (vi) of TOR		it is mentioned as consultant shall be responsible for obtaining in-principle approval from relevant local authorities. As the responsibility of obtaining approvals for the project lies with either KMRL or the selected developer/co-developer or the project SPV as the case may be, it is requested this clause may please be modified as “ the consultant shall prepare all necessary documentation and provide assistance to KMRL for obtaining in-principle approvals from relevant local authorities, till the selection of developer/co-developer ”	As amended in Corrigendum 3
47	clause 3.1.2.2		the strategies for TOD development and TOD action plan to be prepared for Kochi is included in the	As amended in

	(c) and (d) of TOR		scope of services. We understand TOD development is confined to Tripunithura - Kakkanad and Kakkanad - Kalamassery stretches only. Please confirm/clarify.	Corrigendum 3
48	Clause 2.20.4		RFP permits KMRL to forfeit the Bid Security, inter alia, on the ground that the Applicant has submitted a non-responsive proposal. In our view, the Bid Security should not be forfeited in case of non-responsive proposals as this is only a consultancy assignment and the forfeiture is penal in nature. Generally bid security is forfeited only in case the selected firm backs-out after award of the assignment.	As amended in Corrigendum 3
49	Clause 2.25.1 & 2.25.2 (page 24) and also 4.4 (page 66)		substitutions of Key Personnel is limited only due to incapacity or health reasons. Considering the practical situation in the market, substitution may be allowed due to any other reason. Further, deduction of 20% of the remuneration in case of substitution is very high and the same may please be reduced to 5%.	Tender Conditions prevail
50	3.3.2 (page 27)		the total cost indicated in financial proposal will exclude Additional Cost for evaluation purposes. Even the Agreement Value to be shown in Clause 6.1.2 (page 67) of the Agreement does not include Additional Costs. It means that the Additional Costs are not part of the Agreement Value, which are to be paid to the Consultant for rendering Services. Clause 6.1.2 also provides that the Additional Costs is the one mentioned in Annexure 5 (Cost of Services) (page 76). Annexure 5 in turn refers the cost details mentioned in Form 2 – Appendix II which is nothing but the Financial Proposal itself. Form 2 – Appendix II basically sets out all the cost estimates of different cost heads for rendering the services by the Consultant. Therefore, it is unclear from the RFP ; what would be the Additional Costs and where and in which format the same should be included in the proposal.	As amended in Corrigendum 3
51			As per the RFP, it is understood that the assignment includes the tracts of land earmarked for property development including multi-level parkings at Metro Stations of Aluva, Edapally, JLN Stadium, Kaloor, Ernakulam South & Petta. It may please be confirmed/clarified whether the scope of work, deliverables, key dates, payment terms etc for these places also would be same for the Metro City project? In such case, whether the reports/ deliverables should be combined for all the projects or individual & how milestone payments are made?	As amended in Corrigendum 3
52	22. Clause 2.7.5 (Payments) (page 57)		the draft Agreement deals with the additional costs as may be incurred by the Consultant during Force Majeure Period. However, it is silent on the normal costs of the personnel deployed and become idle during that Period. This may please be clarified and elaborated.	Tender Conditions prevail

53	Clause 2.9.1(d) (page 58)		the phrase “material effect” may be replaced with “material adverse effect”.	As amended in Corrigendum 3
54	clause 2.9.1(f) (page 58)		appears to be in contradiction to the provisions of clauses 2.7.2 & 2.7.6 (page 57), which may please be re-visited	Tender Conditions Prevail
55	25. Clause 5.7 (page 67)		Change in Applicable Law - It is the general practice and also being reasonable that any increase in cost due to change in taxes, etc., should be reimbursed by KMRL on actual, whether or not it exceeds the Agreement Value by 2% as stated in this clause. This may please be considered.	Tender Conditions Prevail
56	26. Clause 6.3(e) (page 68)		It has been mentioned that if the physical commencement of the project does not happen within one year from the Effective Date, the final payment shall not become due to the consultant. It is requested that this sub-clause may be reconsidered to the effect that final payment will be become due to the consultant even if the physical commencement of the project may not get started in one year from the effective date due to extraneous reasons or for no fault of the Consultant. Also the 10% of the Agreement value being the final payment to be retained is too high and a lower percentage, i.e., 5% may be considered.	Tender Conditions prevail
57	27. Clause 9.3.1 (page 70)		In the 4th line – the following words may be suggested to be removed: “If such meeting does not take place within the 10 (ten) day period” – As mere not having a meeting should not elevate the matter to the arbitration	Tender Conditions Prevail
58	On page 71, in the Note (\$)		following words “a KMRL shall be appointed” should be replaced by “an arbitral tribunal of three arbitrators shall be appointed.”	As amended in Corrigendum 3
59	Annexure- 7 - Bank Guarantee for Performance Security (page 79)		The validity period of the BG has been mentioned as “indicate date falling 180 days after the date of this Guarantee)”. This is not in consonance with the Clause 7.1.1 (page 68) which says that amount from the performance security could be used until the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.	Tender Conditions prevail
60			We request minimum three weeks’ time for submission of proposal from the date of issue of clarifications to the pre-bid queries.	As amended in Corrigendum 2
61	Section 2, Clause 2.2-	Conditions of Eligibility (A) Technical Capacity: The Applicant	We would like to submit that since advisory services for infrastructure projects including transactions and/or preparation of techno economic feasibility study etc is a long process and as such most of the	As amended in Corrigendum 3

	Page 11	shall have been actively involved in providing consultancy services of similar nature for at least five consultancy assignments in the last three years. Eligible Assignments as specified in Clause 3.1.4. Preference will be given to those who have provided consultancy services for developing techno commercial/ financial hubs.	project may either be in the ongoing stage or may have completed prior to three years (for large infrastructure projects). As such we request the Authority to kindly consider assignments which have been completed within last five years or alternatively consider ongoing projects within last 3 years also.	
62	Section 2, Clause 2.2- Page 11	(D) Conditions of eligibility for Key Personnel Length of Professional Expertise of Financial Expert - 15 years	We understand that length of professional expertise in the field of infrastructure sector relating to PPP and other transaction advisory services, an experience of 10 years that the completion may also get considerably reduced with respect to the required eligibility criteria. As such we request the Authority to kindly consider 10 years for Financial Expert.	As amended in Corrigendum 3
63	Section 2, Clause 2.26- Page 25	Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the KMRL for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.	We request the Authority to kindly consider the following: The Consultant shall subject to the provisions of the Agreement, indemnify the KMRL for an amount not exceeding 1 (One) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR	Tender Conditions Prevail
64	Section 2, Clause 2.30- Page 25	Proprietary data Subject to the provisions of Clause 2.22, all documents and other information provided by the KMRL or submitted by an Applicant to the KMRL shall prevail or become the property of the KMRL. Applicants and the Consultant, as the case may	We request the Authority to kindly consider the following: "The Consultant shall continue to hold IPR on the proposal/data/information etc. submitted by it. Further, KMRL shall not disclose such information to any third party without obtaining a prior written consent from the Consultant. The Consultant hereby irrevocably and absolutely assigns to KMRL perpetual rights to use all Intellectual Property Rights vested in deliverables and all other Intellectual Property Rights created in the performance of the services for the full term of such rights (including any extensions and renewals) in India"	Tender Conditions Prevail

		be, are to treat all information as strictly confidential. The KMRL will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the KMRL in relation to the Consultancy shall be the property of the KMRL		
65	Section 3, Clause 3.1.3- Page 26	1. Relevant Experience of the Applicant 1.1. Number of Eligible assignments undertaken by the Firm - maximum Five assignments	We understand that as per Clause 2.2 of Section 2, the minimum eligibility criteria shall be fulfilled by showing at least 5 projects. Further, the overall scoring pattern shall be relative and shall be based on the maximum number of most relevant projects shown. As such, we understand that the word "maximum" in the clause mentioned alongside may be replaced with "minimum/at least"	As amended in Corrigendum 3
66	Section 3, Clause 3.1.3- Page 26	3. Outline scheme model proposal based on minimum requirements of KMRL	We understand that the Authority is keen to assess the Consultant's overall understanding of the project and the Authority's objective. The Authority shall be able to assess the Consultant's understanding through the detailed Approach and Methodology. We should like to submit that at this stage of bidding, preparing a scheme model proposal may involve considerable time, effort and Investment. As such it may be difficult for the consultant to prepare a proper response for the same and consequently the evaluation process may become subjective. We request the Authority to kindly remove this section from the given criteria of evaluation.	Tender Conditions Prevail
67	Schedule 2- Draft Agreement, Clause 3.4.2 (ii)b - Page 62	(b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	We request the Authority to kindly delete the clause mentioned alongside	Tender Conditions Prevail
68	Schedule 2- Draft Agreement, Clause 3.9.1-	All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared	We request the Authority to kindly consider the following suggestion: "The Consultant shall continue to hold IPR on the proposal/data/information etc. submitted by it. Further, KMRL shall not disclose such information to any third party without obtaining a prior written consent from the Consultant. The Consultant hereby irrevocably and absolutely assigns to KMRL perpetual rights to use all	Tender Conditions Prevail

	Page 64	by the Consultant (or by the Sub Consultants or any Third Party) in performing the Services shall become and prevail the property rights in such Consultancy Documents shall vest with the KMRL as and when such consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the KMRL may deem necessary to secure its rights herein assigned by the Consultant.	Intellectual Property Rights vested in deliverables and all other Intellectual Property Rights created in the performance of the services for the full term of such rights (including any extensions and renewals) in India"	
69	Arbitration Clause , last paragraph-Page 71	In case the Agreement Value specified in Clause 6.1.2 of this Agreement does not exceed Rs.1 (one) crore, a sole arbitrator shall be appointed. In case the Agreement Value specified in Clause 6.1.2 of this Agreement is more than Rs.1 (one) crore, a KMRL shall be appointed. Depending upon the Agreement Value, one of the two curly parentheses shall be deleted from Clause 9.4.2.	We understand that there is a small typographical error in the paragraph mentioned alongside. We request the Authority to kindly confirm our understanding of the clause: "in clause 6.1.2 of this Agreement is more than Rs.1 (one) crore, an Arbitral Tribunal of three arbitrators a KMRL shall be appointed....."	As amended in Corrigendum 3
70		Proposal Due Date	We would like to submit that since the response to the RFP requires a detailed understanding of the project and includes a meticulous procedure for compilation of all the relevant documents such as project specific data, statutory auditor certificate etc... thus we request the Authority to kindly extend the Proposal Due Date by at least 3 weeks from the date of issue of Pre Bid Replies.	As amended in the Corrigendum 3

