

KOCHI METRO RAIL LTD					
QUERIES AND CLARIFICATIONS					
Request For Proposal (RFP) for "Appointment of Consultant for common smart card ticketing solution, Kochi" Tender reference No. KOCHI UMTA/CY/CTS/2014/01.					
Sl.No.	Page No.	Section/Clause No.	RFP Clause	Query	Clarifications by KMRL
1	3	1.7.1	Not Mentioned	What currency can we bid and invoice in? We have requested for the currency used for this Project to be USD or GBP.	INR. All contract payments will be made by INR only.
2	7	2.2.2.A 3,4,5		Request work orders or contract agreement. Both these are subject to NDA's with the client, which means that we cannot disclose them to third parties. Can we provide them with a referee for each specified case study, i.e. Tfl and Amex?	Please ref. Addendum-2
3	7	2.2.3		We can provide the KMRL and UMTA with audited accounts and certificates from our Chartered Accountants for each of the last three years, but these do not specify the fees received in each of the Eligible Assignments. These are subject to the same NDAs as above. Will the above references suffice?	Please ref. Addendum-2
4	9	2.3.3f		We are actively working with International and local payment schemes on solutions to support the use of their EMV compliant products at the Fare Gate. The consultants we assign to this project, if successful may have been part of the team advising these clients and authoring some of their specifications. However at the time of submission of the proposal they will not be working with any Issuers of those products in India. We expect these and similar projects inside and outside India to continue throughout the period of the assignment Does this represent a Conflict of Interest as defined by this clause?	The key personnel assigned for this project shall not undertake any assignment with any entity which may be engaged by the authority for the objectives specified in the RFP.
5	11	2.6		What documentation is available for the KMRL and UMTA to share with us? Can we see them electronically or when we visit the client later this month.	Requisite documents will be shared with the successful applicant only.
6	19	2.16.6		States that we should use the forms specified in the RFP and contained within Appendix I & II. Can we either receive them in Microsoft Word format or reformat them ourselves? States that we cannot attach documents such as Annual Statements – how do we comply with 2.2.2.A,2 and 2.2.3?	YES. Should use the forms under Appendix-I & II. You may reformat. PDF will supercede in case of discrepancy. Please ref. Addendum-2.
7	24,25, 26	3.15		They request LOI, LOA, WO, Agreement and Client Certificates All of which are subject to NDA's with the client, which means that we cannot disclose them to third parties. Can we provide them with a referee for each specified case study, i.e. Tfl and Amex? What is a Client Certificate?	Please ref. Addendum-2.
8	32	6.3		Please confirm that this clause applies only to the current RFP and does not cover any other activities between the two parties, including the delivery of the project. We assume that the latter will be covered by a separate legal contract.	The clause 6.3 is self explanatory and pertains to this RFP.
9	36	1.3		Please confirm that the chosen consultancy would be engaged to assist with the phases up to and including implementation, but the consultancy is not expected to actually do the implementation.	Please ref. Addendum-2, Revised ToR. The engagement is till completion of deliverables. However provision for post completion consultations are incorporated in the Financial proposal.
10	36	1.5		For the Smart Card Ticketing solution to adopt open standards for interface to enable AFC to integrate with it seamlessly – we understand the intention for this, but this will be relevant if the business case justifies it therefore to be confirmed at the end of Phase1 and 2 .	NO. KMRL has decided to adopt open standards for CSTS. The business case will be built on this basic foundation.
11	37	2.1		Can KMRL or UMTA issue EMV compliant cards? If yes, does this project include a review of local regulations and support of their application for the relevant licences? If not does it include the selection of partners who will co-brand or issue cards on their behalf. Alternatively please confirm if we take both of them outside the scope of the proposal.	NO. The cards would be issued by Financial Institution using their own CCH. The consultant would assist KMRL to select a FI for implementation of CSTS.

12	39	2.3A26	<p>We can support the development of the Terms of Reference in the Request For Proposal, however as we are not experts in the Indian legal system, we would expect UMTA and KMRL to be responsible for the issuance and management of the RFP.</p> <p>They should provide, as a minimum, Draft Conditions of Contract, Service Levels, Bidder Instructions and Bid Formats, Bid Evaluation methodology and detailed criteria. They should also manage the bid process and be the single point of contact with the prospective Vendors.</p> <p>Pls confirm</p>	<p>NO. The selected applicant shall be responsible for entire RFP documentation, in consultation with KMRL. You may refer to RFP clause 2.1.1 and addendum-2, in respect of applicant.</p> <p>Please ref. Revised ToR, clause 2.5-A2. The Bid process would be managed by KMRL/ UMTA. But the consultant will have to assist KMRL/UMTA in all stages of bidding process, till finalization of FI.</p>
13	39	2.3A3 3	<p>Under the scope of this RFP we are only able to support the response to the Bidder's technical queries.</p>	<p>.....same as above..... RFP has provisioned adequate scope for enhancing capabilities of Applicant. Ref. clause 2.1.1 of RFP.</p>
14	40	3	<p>This section defines a 22 week project to select and appoint Vendors . The high level plan in Section 1.3 (page 36) implies that conversations with those Vendors (Stakeholders) will not start until after week 22 of the project.</p> <p>Please confirm which of the above is correct?</p>	<p>Both are correct. Please ref. to addendum-2. The major role of the consultant would be over in 22 weeks once the vendor is selected. Further dates are w.r.t deliverables of the Vendor (FI).</p>
15	41	3	<p>The Schedule for Completion of Tasks states that "The scope of services of the consultant could be extended to provide implementation support to KMRL and other transit operators in Greater Kochi area".</p> <p>Clause 2.1 (page 38) states that the Consultant's services will be required during Phase 4: Implementation Monitoring.</p> <p>Please confirm which is correct, i.e. does the proposal finish at the end of Phase 3: RFP and Service Provider Selection</p>	<p>Please ref. Addendum-2. The engagement is till completion of Phase -3 deliverables. However provision for post completion consultations are incorporated in the Financial proposal.</p>
16	41	4	<p>We will complete the majority of the work in its offices in Guildford, UK. We will attend the KMRL and UMTA's office to attend key meetings, but we reserve the right to attend the majority of meetings by conference call. We have engaged in various international projects and to keep efficiency high and client cost down have chosen to attend on-site meetings when required and agreed with the Client Project Manager. We can share our proposal of on-site Visit schedule if required.</p> <p>Pls confirm this is workable with UMTA and KMRL .</p>	<p>The RFP envisages certain minimum on-site person months to accomplish the assignment and also to create a level playing field in the financial proposal. Without diluting the above min. requirements, meetings could be done by conference calls as and when required.</p>
17	42	55.1 Sl.No.3	<p>The experience required for Metro /Urban Transit Domain Expert is stated as Experience of metro rail systems ad packages i.e Rolling Stock, Train control & signalling.</p> <p>Please can you confirm the relevance of this skill set for this project.</p>	<p>Please ref. to the Phase-3 deliverables under , clause 2.5, Schedule-1, of Revised ToR. The person is expected to study the AFC system of KMRL.</p>
18	43	55.1 Sl.No.4	<p>Project Management consultant – there is a resource requirement stated of 2 Project Management Consultants.</p> <p>We would propose we only require one Project Management Consultant for this Project</p> <p>Pls Advise</p>	<p>OK. Agreed. Please ref. to Addendum-2.</p>

19	43	7.1		What are the criteria against which the Completion Certificate will or will not be awarded? This clause refers to 60 days after the "Selection of the Agency". Is the Agency the Selected Bidder referred to in Clause 2.3.6? What happens if no Bidder/Agency is chosen? What happens if it takes more than the year allowed in Clause 2.4 of the Form of Agreement (Page 53)?	Pl. ref. to Addendum-2. The agency means Service provider for CSTS (FI). It will be re-tendered. Clause 2.4 is self explanatory. Further ref. to clause 2.6, form of agreement.
20	53	2.4		Please define whom the term "Agency" is referring to in this clause. We assume it is vendor. Pls confirm	Yes. It refers to the entity selected for issuance of smart cards (FI).
21	66	6.3		Defines a Payment Schedule linked to incorrect clauses in the TOR. (Clauses 4,5.2 till 5.7 and 10) Please can you provide the correct clause numbers?	Corrected. Pl. ref. Addendum-2.
22	66	6.3.a.1		Stated that stage payments cannot be made until the work linked to the previous stage is satisfactorily completed. The schedule in section 3 of the TOR (page 40) implies that the first two stages (Business model and Project Planning) can be run in parallel. How will this impact the staged payments? Can we still invoice for Stage 2 if Stage 1 is still incomplete?	YES. YES. Corrections are made. Pl. ref. to Addendum-2.
23	67	6.3 d		States penalty for late payment by the contractor in case of excess payment. We would like to recommend that a similar clause be added for late payments by the KMRL and UMTA as well. Pls confirm	NO.
24	76	Annex 6		Note 2 states that Consultant should finalise its report three weeks after submission of the report, provided that the KMRL and UMTA has provided no comments. Clause 7.1 of the TOR, (page 43) gives the KMRL and UMTA 60 days to make changes. Please confirm which clause applies at which stage of the project. Please also confirm if the mentioned days are working days or calendar days?	Note -2 is in respect of comments from Authority to finalize the reports. Clause 7.1 is in respect of approval of final deliverables by the authority. 'Day' refer to calendar days.
25		Appendix III		List of Bid Specific Clauses is missing	Deleted. Ref: Amendment-2.
26		Appendix IV		List of Project Specific Clauses is missing	
27	26,63	2.26 Indemnity, Schedule 2-3.11 Accuracy of Documents		Consultant wishes to clarify that, the indemnity procedure shall be as follows:, please validate the understanding: If a third party claims that an unaltered Consultant manufactured product provided to Authority infringes that party's patent or copyright, Consultant will defend Authority against that claim at Consultant's expense and pay all costs, damages and attorney's fees that a court finally awards. Authority shall provide Consultant with prompt notice of such claim and allow Consultant to control the defense of such claim.	The referred clauses in RFP fairly covers the requirements of KMRL. The query could be one of the aspect.
28	26	2.28 Execution of Agreement		Consultant wishes to clarify that, the execution of the Agreement shall be on mutually agreed terms.	No deviation in the agreement is permitted before execution.
29	50	1.1.2		Consultant wishes to clarify that, in the event of any conflict between the terms of the document, Consultant's proposal shall take precedence over all other documents.	The clause 1.1.2 refers to priority of documents. Proposal is not accepted.
30		1.4 Governing law and jurisdiction		Consultant wishes modify the clause as follows: This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bangalore shall have exclusive supervisory jurisdiction over matters arising out of or relating to this Agreement.	Not Accepted. Please ref. clause 6.1 of RFP. The courts at Kochi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.
31		1.8 Location		Consultant wishes to state that, the locations shall be mutually agreed by the parties	Location means Office of Authority located at Kochi.

32	2.3 Termination of Agreement for failure to commence Services, 2.8 Suspension of Agreement, 2.9 Termination of Agreement		The Consultant wishes to clarify that the principle of termination should be as follows, request the Authority to validate the same: either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Authority shall pay Consultant for all products and services provided up to the effective date of termination. Consultant agrees to retain 2.9 Termination of Agreement subsection (f) and (b). Consultant requests to replace 60 days under sub section (f) with 30 days	No Change from the conditions of RFP. The concerns raised are fairly addressed.
33	2.9.4 Cessation of rights and obligations		Consultant wishes to remove subsection (iii)	No Change from the conditions of RFP.
34	3.1.3 Applicable Laws		Consultant shall perform the Services in accordance with the Applicable Laws that are applicable to it as a provider of information technology services and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws	No Change from the conditions.
35	3.3 Confidentiality		Consultant wishes to clarify that, this confidentiality clause shall be mutual as Consultant also will share Consultant's Confidential Information. The Confidential information shall be marked and or identified as confidential at the time of disclosure by the disclosing party. The confidentiality obligation of the parties shall be for a period of two years from the initial date of disclosure of Confidential Information. Confidential Information shall not include information that is independently developed by recipient or is already in the possession of the recipient. Each party shall comply with the applicable export and import laws and regulations.	No Change from the conditions.
36	3.4 Liability of the Consultant		The Consultant wishes to clarify that the liability of Consultant shall be as follows: Notwithstanding anything stated to the contrary in the Agreement, regardless of the nature of claim, Consultant's aggregate liability for direct damages under this Contract (including for negligence, wilful misconduct) shall not exceed the charges paid by AUTHORITY to Consultant for the individual product or service that is the subject of claim(if recurring, twelve months charges apply). This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Consultant is legally liable. Further, for the avoidance of doubt, the Consultant shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if Consultant has been advised of possibility of such damages.	No Change from the conditions of RFP.
37	3.5 Accounting, inspection and auditing		Consultant wishes to remove this clause	No Change from the conditions of RFP.

38		3.8 Documents prepared by the Consultant to be property of the Authority		Please validate the understanding: Nothing in this Agreement affects the intellectual property rights of the parties that are in existence on or before the Effective Date of this Agreement. Consultant or third parties will own the copyright in all Materials created under the Agreement ("Consultant Materials"). Consultant grants AUTHORITY an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within AUTHORITY's enterprise only) copies of Consultant Materials solely for the purposes for which they were delivered. "Materials" means literary works or other works of authorship such as programs, program listing, programming tools, documentation, reports, drawings, etc. that Consultant may deliver to AUTHORITY as part of the Services. The term 'Materials' does not include licensed program products available under respective Consultant's license agreements	No Change from the conditions of RFP.
40		4.5 Working hours, overtime, leave, etc.		Consultant wishes to clarify that, the Personnel's will be governed by Consultant's internal HR policies	No Change from the conditions of RFP.
41		7. Liquidated Damages and Penalties		Please note that the Consultant wishes to clarify that notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under this contract shall not exceed []% of the total contract price. Any penalty shall be levied only for reasons solely attributable to the Consultant. Liquidated damages shall constitute the AUTHORITY's sole and exclusive remedy against the vendor for such defect/delay.	No Change from the conditions of RFP.
42		9.4 Arbitration		Consultant request to replace "Kochi" with "Bangalore".	No Change from the conditions of RFP.
43		To be Inserted in the Agreement		Required Consents If Authority is making available to Consultant any facilities, software, hardware or other resources in connection with our performance of Services, Authority agrees to obtain any licenses or approvals related to these resources that may be necessary for Consultant to perform the Services and develop Materials. Consultant will be relieved of its obligations that are adversely affected by Authority's failure to promptly obtain such licenses or approvals. Authority agrees to reimburse Consultant for any reasonable costs and other amounts that Consultant may incur from Authority's failure to obtain these licenses or approvals.	No Change from the conditions of RFP.
44	2	1.5.3	The Proposals should be accompanied by a Bid Security of Rs.2,00,000 (Rupees Two Lac) in the form of Banker's Cheque / emand Draft, drawn in favour of Kochi etro Rail Ltd.,payable at Kochi, valid for 3 months, from any of the cheduled Bank in India.	Can the bid security be submitted in the form of a bank guarantee also? Please confirm.	YES. Ref: Addendem-2.
45	2	1.5.4	1.5.4. The Bid Security of the successful Applicant shall be returned upon the signing of the Agreement and on receipt of the Performance Security by the Authority. The Bid Security of the unsuccessful Applicants shall be released when the Agreement has been signed with the successful Tenderer.	What is the maximum period after which the bid security of the unsuccessful bidders will be returned in the event of the successful bidder not being able to sign the contract and/or the RFP getting cancelled for any other reason?	The bid Validity period is of 90 days.
46	3	1.8.6	Submission of performance security and signing of contract	We request that atleast fifteen days may be allowed to submit the PBG and also signing the contract. Also, a period of four weeks from the date of signing the contract may be allowed for mobilization of resources.	Ref: Addendem-2.

47	7	2.2.3	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.	We request that the bidder may be permitted to submit a certificate from Company Secretary/ Chartered Accountant/ Authorised signatory for the purpose of this clause	Ref: Addendum-2.
48	6	2.2	Conditions of eligibility: Average Turnover of the Applicant from consultancy services should be at least Rs.250 Crore for previous three consecutive financial years - 2011, 2012 and 2013.	We request that this requirement may be reduced to 150 crores for the previous three consecutive financial years	Ref: Addendum-2.
49	6	2.2.2 A 1	Documentary evidence for consultancy related turnover	It is requested that a certificate from statutory auditor/company secretary may be considered for the purpose of this clause.	Ref: Addendum-2.
50	7	2.2.2 A	Project Experiences	We presume that global experiences will be acceptable for the purpose of establishing the eligibility. Kindly confirm	Ref: Addendum-2.
51	7	2.2.2 A	Documentary evidence for project experiences	Since some of projects may have restrictions on sharing the project information, we request that a selfcertificate from the authorized signatory may be accepted as a proof of the assignment. The RFP already provides for verification by KMRC anytime.	Ref: Addendum-2.
52	16		Technical proposal – (d) CVs of all Key Personnel have been included;	We request that the CV's to be presented will be CV's available as on date of bid submission. These resources might not be available at the time of project kick off as the start date is not committed and not known. However bidder will provide same or better resources in terms of qualifications and experience in case the replacement is called for. Please confirm.	No change from the RFP conditions.
53	16		Technical proposal – (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;	We request that this undertaking if at all required shall be provided by the company about the availability of the key personnel for the duration and not the individuals as a practice.	No change from the RFP conditions.
54	16	2.14.2	the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;	As the resources are located at different geographic locations, it is requested that the authorized signatory may be allowed to sign on behalf of the resources on their respective CVs.	Ref: Addendum-2.
55	18	2.15.2	The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.	Based on our experience, we shall request that the financial proposal be submitted exclusive of taxes and the taxes shall be levied as per the applicable tax regime at the time of raising the invoice.	No change from the RFP conditions.
56	40		Key Dates & Deliverables – The activities and deliverables schedule depicted in the table does not match the services parameters indicated on page 38 & 39.	Phase 2 is named as Strategic Approach & Business Case while on page 38, phase 2 is stated as Planning & Solution design and similarly the phase and activities A1, A2 , A3 are not aligned. There is no mention of activity A4 in the services on page 38 7 39.	Ref: Addendum-2.

57	40,41		<p>Schedule for Completion of Tasks: The firms resources will be required for works as defined in resource requirement of 22 weeks. The scope of services of the consultant could be extended to provide implementation support to KMRL and other transit perators in Greater Kochi area as per the person month rate schedule of the consultant finalized through this RFP process.</p>	<p>We will furnish the person month rate schedule as required for providing on going support. As these are key resources and rare skill sets, these resources might be deployed on other projects subsequently. Hence we would request that the key personnel deployed on the project initially might not be available for the support phase.</p>	<p>No change from the RFP conditions.</p>
58	76		<p>Payment Schedule: 1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the-----</p>	<p>The statement is incomplete and ambiguous.Please Clarify</p>	<p>Ref: Addendem-2.</p>
59	66		<p>Mode of billing and payment (c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the consultant, followed by a request for issue of Completion Certificate to the Authority and the final deliverable is approved as satisfactory and a Completion Certificate issued by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or</p>	<p>Please help bind the duration of the final payment release and the % value. This is open ended and ambiguous and does not provide clarity on the timeframe of the project completion timelines. We request that this shall be covered in the payment schedule and referred to in the milestones clearly.</p>	<p>Ref: Addendem-2.</p>
60	5	2.1	<p>Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the Sole Firm) or as lead member of a consortium of firms (the Lead Member) in response to this invitation. The term applicant (the Applicant) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.</p>	<p>Please help with the role definition of each consortium partner and qualification parameters to be met by consortium partners to set a level playing field for all partners bidding for this project.Request clarity on the consortium contribution to qualification criteria for bidding.</p>	<p>No change from the RFP conditions.</p>
61	7	2.2.2.A	<p>The Applicant shall have xperience in EMV (Europay, Master Card and Visa) standards and Financial Institution based card payments in transport domain or any other open standards in card</p>	<p>This clause need to be considered as mentioned below: 1. We would request to consider the Open standard in card or EMV experience in general, irrespective of domain for this project. 2. Consider Experience in card payments in transport domain. Financial institution should be avoided at this stage and should not be considered as limiting factor.</p>	<p>Ref: Addendem-2.</p>

62	3	1.8		Request to increase the time for submission of performance security from "within 7 days of LOA" to "within 15 days of LOA"	Ref: Addendum-2.
63	7	2.2.3		Since the consultant is required to furnish the turnover for the last three financial years, disclosing the auditor's certificate specifying the fees received from each eligible assignment be exempted and alternatively Work order for the assignment be allowed. Please confirm	Ref: Addendum-2.
64	55	2.8		Kindly include the following condition in the clause 2.8 of Agreement: "It is agreed between the parties that in case this agreement is suspended due to reasons not attributable to the Consultant, in that event the Consultant shall be entitled for time extension and to receive payments for all the expenses and costs incurred by it during the period of such suspension from the client."	No change from the RFP conditions.
65	60	3.3		"The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within five years after the expiration or termination of this Agreement". It is requested that following change in the clause be made - "These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	AGREED. Ref: Addendum-2.
66	62	3.8		It is requested that following be added at the end of the referred clause: "Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, transferable, non-exclusive, paid-up, royalty free and perpetual license to use, modify and copy such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."	No change from the RFP conditions.
67	68	7.2		We understand that Liquidated Damages (LD) shall be applicable under circumstances mentioned in the clause 7.2.2. However, it is proposed that such LD should only be levied in case the faults/delay is caused due to reasons solely attributable to the Consultant. Further clause 7.3 should be deleted as applicability of LD should be a sole remedy available to the client. Please confirm.	No change from the RFP conditions.
68	83	Appendix - I, Form - 1		Kindly specify the title of the authority to which the Letter of Proposal to be addressed.	Dy. General Manager (RS), Kochi Metro Rail Ltd.
69	88	Appendix - I, Form - 3	Kindly specify the title of the authority to which the Statement of Legal Capacity to be addressed.		
70	101	Appendix - II, Form - 1	Kindly specify the title of the authority to which the Financial Proposal Covering Letter to be addressed.		
71	3	1.8	The Authority would endeavour to adhere to the following schedule: Submission of Performance Security-Within 7 days of LOA, Signing of Agreement-Within 7 days of LOA.	In line with industry practice, 14 days may be allowed for submission of Performance Security and Signing of Agreement.	Agreed. Ref. Addendum-2
72	21	2.21.3(f)	It does not contain any condition or qualification	In line with the standard practice, we normally attach our terms of business in our proposals which articulates the assumptions, approach to the consulting engagements we undertake, etc. Request you to kindly allow us to attach the same with the proposal.	No change from the RFP conditions. Please avoid unwanted documents /conditions.

73	23,63	2.26 and Agreement 3.8.3	Indemnity	<p>Given such multiple indemnity exposure for the Consultant, we suggest the following points be clarified:</p> <p>Save for (i) a balanced third party IPR infringement indemnity; (ii) a balanced reciprocal indemnity for death/bodily injury and; (iii) an indemnity for damage to client's property, the Consultant is unable to provide other multiple indemnities in the manner as proposed in the RFP. We believe that either side will have full and adequate contractual / legal recourse to address the other situations, thereby avoiding the need for the other multiple indemnities that have been currently sought. The above three indemnities shall be subject to final judicial determination. These indemnities shall be contingent upon (a) the client promptly notifying the Consultant in writing of any claim which may give rise to a claim for indemnification under the relevant clause; (b) the Consultant being allowed to control the defence and settlement of such claim; and (c) client cooperating with all reasonable requests of the Consultant in defending or settling such claim. Specifically with reference to the IPR indemnity, this indemnity shall not apply to infringements caused by modifications to the work performed by the Consultant that are not made by the Consultant or that result from the client provided designs, specifications or other information or from combination of such work with products or services not provided by the Consultant.</p>	No change from the RFP conditions.
74	24	3.1.5	Technical Evaluation Criteria - Project Experience	<p>The project involves significant amount of effort in preparation of RFP and Bid Process Management. The RFP also specifies that the scope of services of the consultant could be extended to provide project implementation support. With that in mind, we would request you to kindly include projects involving Program management in Govt./Public Sector. The marks for the experience across the categories may be as follows:</p> <ol style="list-style-type: none"> 1. Experience in Projects with public transport sector - 10 marks 2. Experience in development and design of ticketing systems for transit domain - 10 marks 3. Experience in designing Smart Card and open loop payment systems - 10 marks 4. Experience in Program management in Govt./Public Sector - 10 marks (Each project - 2 marks subject to a maximum of 5 projects for evaluation) 	No change from the RFP conditions.
75	25	3.1.5	Technical Evaluation Criteria - Proposed Manpower	<p>The project involves significant amount of effort in preparation of RFP and Bid Process Management. The RFP also specifies that the scope of services of the consultant could be extended to provide project implementation support. In addition, the RFP asks for two numbers of full-time resources as Project Management Consultant. With that in mind, we would request you to kindly consider increasing marks allocated to the Project Management Consultant. The revised marks allocated for the proposed manpower may be as follows:</p> <ol style="list-style-type: none"> 1. Project Manager - 12 marks 2. E-Payments & AFC Specialist - 8 marks 3. Metro/Urban Transit Domain Expert - 8 marks 4. Project Management Consultant - 14 marks (7 marks for each proposed resource) 	No change from the RFP conditions.
76	32	6.3	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.	<p>Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach. Additionally, further, our position on this point reflects the risk/reward balance which is no different from the local industry practice being followed today by other advisors operating in similar space. Hence, given that this clause of the RFP is contrary to applicable law, we suggest that this clause in the RFP be omitted.</p>	No change from the RFP conditions.

77	56	2.9.1(a)	The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;	We would request that an objective and consultative process should precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. A reasonable cure period of 30 days should be provided for service related issues -upon termination, the Consultant should be paid for the services performed by the Consultant till the date of termination. Additionally, given our audit independence requirements, we would also require the right to terminate in circumstances where continued performance under this contract would breach our legal, professional or regulatory requirements.	No change from the RFP conditions.
78	57	2.9.5	Payment upon termination	In line with Standard Industry practice, we would request a structured acceptance process should be incorporated in the Contract such that our draft deliverables are evaluated in a timely manner by Client. There is a need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for the Consultant's deliverables shall be limited to two rounds (the concept of deemed acceptance should also be built in). Thereafter, if the matter still remains unresolved, it shall be escalated to an empowered Steering Committee comprising of senior representatives from both sides.	No change from the RFP conditions.
79	60	Agreement 3.3	Confidentiality	All standard exclusions to confidentiality should be documented. Confidential information needs to be shared on a strict need to know basis for the purposes relating to this project. Subject to confidentiality restrictions, the Consultant should be given a one-time approval to refer to this engagement for client citation purposes. Also, definite outer boundaries for the survival of confidentiality obligations need to be documented.	No change from the RFP conditions.
80	61	Agreement 3.	Liability of the consultant	Requesting clarification on the liability for the consultant: 1. The consultant's overall liability should be capped at an amount not exceeding one time the fees paid to the under this engagement without any exceptions and exclusions. 2. In no event should the consultant be liable or responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever.	No change from the RFP conditions.
81	62	Agreement 3.8	Documents prepared by the Consultant to be property of the Authority	Requesting clarification on the IPR: Subject to payment in full of the professional fees for the relevant Deliverables, the final Study Reports or other material or graphic (collectively "Deliverables"), prepared by the Consultant for, and submitted to Client under this engagement shall belong to and remain the property of Client excluding the pre-existing intellectual property rights/ proprietary materials of the Consultant incorporated in the Deliverables which shall continue to belong to the Consultant. Specifically, with respect to our pre-existing IPR, we are agreeable to provide Client with a non-exclusive & non-transferable license to use the same (to the extent incorporated in the deliverables) for its internal use in connection with the services provided by us under this Agreement. Additionally, subject to its confidentiality obligations under the RFP, the consultant should also be allowed to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Moreover, any third party licenses, necessary for the performance of the services, would need to be procured by the Client.	No change from the RFP conditions.
82	61,62,63	Agreement 3.5 and 3.10	Clause 3.5 - Accounting Inspection & Audit Clause 3.10 - Providing access to Project Office and Personnel	The audit rights are widely worded. Due to client confidentiality & internal data policy reasons, we would be unable to provide such unqualified access to our systems, premises and records. That said, we are agreeable to a review by Client to the extent that it is: (i) restricted to providing access to Consultant's fees/invoicing related records relating to the services under this project; (ii) is carried out within 6 months of the expiry or termination of the agreement. The Consultant should not be expected to provide any information which may cause it to breach confidentiality vis-a-vis other parties. If an audit is contemplated to be conducted by an external/third party auditor, we would need such third party to sign an NDA with us (in a format suggested by us).	No change from the RFP conditions.

83	63	Agreement 3.9	Materials furnished by the Authority: Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.	While we are ok to return hard copies of confidential information made available by client and/or delete or make reasonably inaccessible any electronic copies thereof - however we need to retain our internal working papers and central IT archives as per our organizational data policies. That said, we are ok to state that any retained copies of confidential information by us shall be maintained in confidence as per the terms of this agreement.	No change from the RFP conditions.
84	68	Agreement 7.2 & 7.3	Agreement 7.2 - Liquidated Damages Agreement 7.3 - Penalty for deficiency in Services	In line with the Standard industry practice, standard tender qualifications strongly recommend towards having an objective process for determination of inter-se responsibilities for project delays - e.g. realistic and achievable timelines, 30 day notice period, steering committee, time bound acceptance process for draft deliverables, clear client dependencies to form part of the proposal/ contract etc. Hence, would request you to modify the clause accordingly.	No change from the RFP conditions.
85	91	Form 5	Financial Capacity of the Applicant	Requesting clarification as to whether the latest copy of Statutory auditor certificate already prepared acceptable? The auditor certificate contains the turnover from Consulting operations for the last three audited financial years viz. 2010-11, 2011-12 and 2012-13	No change from the RFP conditions. Ref to Addendum-2.
86		General	Third parties	We would request the Contract to specify that our deliverables are meant for your sole use and benefit; and that there would be no third party beneficiaries. Our deliverables should not be shared with third parties without our consent. Consistent with industry practice, we would look to you to keep us protected/reimbursed from third party claims arising out of the services, say claims which arise on us due to you sharing or deliverables with third parties. This is standard consulting/ Big 4 practice.	No change from the RFP conditions.