



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

ADDENDUM-2 to ‘Appointment of Technical Consultant for providing Comprehensive Architectural, Structural, MEP Designing and Liasoning for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line-3’ RFP

Date: April 15, 2021

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

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

DETAILED TENDER NOTICE AND E-TENDER SUBMISSION GUIDELINES:

SN	Original Clause	Revised Clause
1	<p><u>Section 1- 6. Tender Schedule (pg. 6):</u></p> <p>RFP Closing: 22/04/2021 till 18:00hrs</p> <p>Opening Envelope-A (Technical Bid): 23/04/2021 at 16:00hrs</p> <p>Presentation from the bidders: 26/04/2021 at 11:00-18:00hrs</p> <p>Opening of Envelope-B (Financial Bid): 07/05/2021 at 11:00hrs (Expected)</p>	<p><u>Section 1- 6. Tender Schedule (pg. 6):</u></p> <p>RFP Closing: 11/05/2021 till 18:00hrs</p> <p>Opening Envelope-A (Technical Bid): 12/05/2021 at 16:00hrs</p> <p>Presentation from the bidders: 14/05/2021 at 11:00-18:00hrs</p> <p>Opening of Envelope- B (Financial Bid): 28/05/2021 at 11:00hrs (Expected)</p>
2	<p><u>Section 1- 4.1.1. Duration of Contract (pg. 5):</u></p> <p>Period of contract – 15 months (including 3 months of intermittent services eg. Monthly site visits during construction phase, preparation of ‘As-built’ drawings, obtaining OC and stagewise approvals etc. during construction phase) from the date of work order</p> <p>Section 1- 5. Details of RFP (pg. 5): Contract Period: 15 Months (including 3 months of intermittent services)</p>	<p><u>Section 1- 4.1.1. Duration of Contract (pg. 5):</u></p> <p>Period of contract – 16 months (including 4 months of intermittent services eg. Monthly site visits during construction phase, preparation of ‘As-built’ drawings, obtaining OC and stagewise approvals etc. during construction phase) from the date of work order</p> <p>Section 1- 5. Details of RFP (pg. 5): Contract Period: 16 Months (including 4 months of intermittent services)</p>

CIN U60100MH2008SGC181770

SN	Original Clause	Revised Clause
	<p>Section 4- Financial Proposal Submission Form (pg. 18): Time limit for Consultancy: 15 months (including 3 months of intermittent services)</p>	<p>Section 4- Financial Proposal Submission Form (pg. 18): Time limit for Consultancy: 16 months (including 4 months of intermittent services)</p>
3	<p>Section 1- 5. Details of RFP (pg. 5): Tender Processing Fee (Excluding GST of 18%): Rs. 25,000/-</p>	<p>Section 1- 5. Details of RFP (pg. 5): Tender Processing Fee (Excluding GST of 18%): Rs. 25,000/-</p> <p>For the agencies that have registered as MSMEs are requested to make the necessary payment of Rs. 25,000/- + GST on the portal. The amount will be reimbursed separately after submission of the proof of the payment.</p> <p>RFP Document can be downloaded for reference purpose from the e-Tendering Portal of MMRC during the period of tender notice.</p>

RFP RELATED REVISIONS:

SN	Original Clause	Revised Clause																				
4	<p>Section 1- 2.1.2 Objectives (pg. 3): Constructing Green Building Project with environment factors to be given very high priority</p>	<p>Section 1- 2.1.2 Objectives (pg. 3): Constructing the proposed project with environment factors to be given very high priority</p>																				
5	<p>Section 1- 3.1.12 (pg.4): To prepare final layout, designing, selection of specification, construction methodology and working drawings, schedule of drawings, GFC Drawings, As-built drawings etc.</p>	<p>Section 1- 3.1.12 (pg.4): To prepare final layout, designing, selection of specification, construction methodology and working drawings, schedule of drawings, GFC Drawings and verify 'As-built' drawings prepared by contractor etc.</p>																				
6	<p>Section 2- 2.3.1 Sr. no. 8.b (pg. 9): b) The consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of Rs. 50,000/- will also be levied if the consultant changes the Key Personnel proposed without valid reasons or without prior information to the client.</p>	<p>Section 2- 2.3.1 Sr. no. 8.b (pg. 9): b) The consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of Rs. 25,000/- will also be levied if the consultant changes the Key Personnel proposed without valid reasons or without prior information to the client.</p>																				
7	<p>Section 2- 2.4.B Sr. no. 9 (pg. 12):</p> <table border="1"> <thead> <tr> <th>S. N o.</th> <th>Perso nnel</th> <th>Qualification</th> <th>Experience</th> <th>Po in ts</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>BIM Mana ger</td> <td>Graduate in Architecture/ Civil or equivalent with necessary BIM certifications</td> <td>5 years or more of experience</td> <td>5</td> </tr> </tbody> </table>	S. N o.	Perso nnel	Qualification	Experience	Po in ts	9	BIM Mana ger	Graduate in Architecture/ Civil or equivalent with necessary BIM certifications	5 years or more of experience	5	<p>Section 2- 2.4.B Sr. no. 9 (pg. 12):</p> <table border="1"> <thead> <tr> <th>S. N o.</th> <th>Perso nnel</th> <th>Qualification</th> <th>Experienc e</th> <th>Po in ts</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>BIM Mana ger</td> <td>Graduate in Architecture/ Civil or any engineering stream with desired BIM experience</td> <td>5 years or more of experienc e</td> <td>5</td> </tr> </tbody> </table>	S. N o.	Perso nnel	Qualification	Experienc e	Po in ts	9	BIM Mana ger	Graduate in Architecture/ Civil or any engineering stream with desired BIM experience	5 years or more of experienc e	5
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8	<p><u>Section 4- Form (pg. 18):</u></p> <p><u>SUB:</u> Appointment of Technical Consultant for providing comprehensive Architectural, Structural Designing, Liasoning and Project Management Services for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line 3</p>	<p><u>Section 4- Form (pg. 18):</u></p> <p><u>SUB:</u> Appointment of Technical Consultant for providing Comprehensive Architectural, Structural, MEP Designing and Liasoning for Integrated Development of the plots at MIDC and Marol Naka Metro Stations for Mumbai Metro Line 3</p>
9	<p><u>Section 4- Sr. no. 8 of Schedule of Payment (pg. 20):</u></p> <p>After obtaining construction stagewise approvals during construction and OC after completion of construction, Preparation of Shop Drawings, monthly site visits and site report preparation, PMC schedule vetting, Financial scheduling review, Preparation of ‘as built’ drawings</p>	<p><u>Section 4- Sr. no. 8 of Schedule of Payment (pg. 20):</u></p> <p>After obtaining construction stagewise approvals during construction and OC after completion of construction, Preparation of Shop Drawings, monthly site visits and site report preparation, PMC schedule vetting, Financial scheduling review, verification of ‘as built’ drawings</p>
10	<p><u>Section 4- Schedule of Payment (pg. 20):</u></p> <ul style="list-style-type: none"> • In case of delay due to the inefficiency of the Consultants, the payment reduced as per this clause will not be released. • The Consultant would also be eligible for incentive capped at 2% of quoted fees in case of obtaining IOD (Intimation for Disapproval) prior to stipulated 12 months (approx. 365 days) from the date of work-order. 	<p><u>Section 4- Schedule of Payment (pg. 20):</u></p> <p>4.2 Inefficiency of Consultant</p> <ul style="list-style-type: none"> • Since MIDC is partial Rehab, it is imperative that the units are handed over as early as possible. In case of inefficiency from the consultant’s side, 3 warnings shall be issued to the consultant. Thereafter, the consultant may be terminated. <p>4.3 Efficiency of Consultant</p> <ul style="list-style-type: none"> • The Consultant would also be eligible for incentive capped at 2% of quoted fees in case of obtaining IOD (Intimation for Disapproval) prior to stipulated 12 months (approx. 365 days) from the date of work-order.
11	<p><u>Section 5- 5.4 (pg. 24):</u></p> <p>The scope of services pertains to preparation of Concept Plans, Architectural, Structural, Municipal, MEP plans, submissions of the plans to competent authorities and obtaining requisite approvals for the same and PMC services in co-ordination with the on-going metro works. The detailed scope of services shall be as follows:</p>	<p><u>Section 5- 5.4 (pg. 24):</u></p> <p>The scope of services pertains to preparation of Concept Plans, Architectural, Structural, Municipal, MEP plans, submissions of the plans to competent authorities and obtaining requisite approvals for the same in co-ordination with the on-going metro works. The detailed scope of services shall be as follows:</p>
12	<p><u>Section 5- 5.4.1.i.a (pg. 25):</u></p> <p>Master plans, zonal plans, existing drone survey reports, building bye-laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission for FSI, TDR, etc., circle rates of land for various use in the area, market rates as per past land deals;</p>	<p><u>Section 5- 5.4.1.i.a (pg. 25):</u></p> <p>Master plans, zonal plans, building bye-laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission for FSI, TDR, etc., circle rates of land for various use in the area, market rates as per past land deals;</p>
13	<p><u>Section 5- 5.4.1.vii (b) (pg. 29):</u></p> <p>The Consultant shall be required to carry out the complete detailed design of structures and systems</p>	<p><u>Section 5- 5.4.1.vii (b) (pg. 29):</u></p> <p>The Consultant shall be required to carry out the complete detailed design of structures and systems</p>

SN	Original Clause	Revised Clause
	<p>pertaining to civil, electrical, security, fire-fighting, ventilation, MEP Services, vertical circulation elements, etc. and including the detailed examination of proposed design from Green Building considerations, vibrations, acoustics, considerations for the Persons with Disabilities and other aspects as per MMRCL's specifications, requirements and directions.</p>	<p>pertaining to civil, electrical, security, fire-fighting, ventilation, MEP Services, vertical circulation elements, etc. and including the detailed examination of proposed design for vibrations, acoustics, considerations for the Persons with Disabilities and other aspects as per MMRCL's specifications, requirements and directions.</p>
14	<p><u>Section 5- 5.4.1.xii (pg. 32):</u></p> <p>a. The consultant shall prepare all the finalized drawings (Architectural, Structural and MEP etc.) in BIM format using NAVISWORKS, Revit Architecture and Structural or any such equivalent software.</p>	<p><u>Section 5- 5.4.1.xii (pg. 32):</u></p> <p>a. The consultant shall prepare all the finalized drawings (Architectural, Structural and MEP etc.) in BIM format using NAVISWORKS, Revit Architecture and Structural or any such equivalent software. The consultant should be equipped with the latest version of requisite software.</p>
15	<p><u>Section 5- 5.4.1.xvi (pg. 33):</u></p> <p>Preparation of GFC Drawings, co-ordination with site regarding interpretation and preparation of As-built drawings:</p>	<p><u>Section 5- 5.4.1.xvi (pg. 33):</u></p> <p>Preparation of GFC Drawings, co-ordination with site regarding interpretation and verification of As-built drawings:</p>
16	<p><u>Section 5- 5.4.1 (xvii) (pg. 34):</u></p> <p>i. To prepare Environment Impact Assessment report:</p> <p>a. The Consultant shall undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify measures to reduce/eliminate the adverse impact identified during the assessment.</p> <p>b. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment.</p> <p>c. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.</p> <p>d. In order to assist in obtaining the necessary Environment Clearance for the project, in case necessary, the consultant should carry out necessary studies such as Traffic studies and analysis, wind analysis, ventilation analysis, shadow analysis, ECBC Compliances, impact predictions and EMP etc.</p> <p>e. After obtaining the Environmental Clearance from the Statutory Authorities, the Consultant should also prepare timely reports (approx. six-monthly reports) to be submitted to the SEAC/SEIAA for site related updates.</p> <p>Similar reports incase required to be prepared for other regulatory authorities eg. MPCB etc.</p>	<p><u>Section 5- 5.4.1 (xvii) (pg. 34):</u></p> <p>i. To obtain Environment Clearance, preparation of statutory compliance reports and EMP:</p> <p>a. In order to obtain the necessary Environment Clearance for the project, in case necessary, the consultant should carry out necessary studies such as Traffic studies and analysis, wind analysis, ventilation analysis, shadow analysis, ECBC Compliances, impact predictions and EMP etc.</p> <p>b. The consultant should also prepare Solid Waste Management plan, debris disposal, recycling, public health, water and air pollution control plan prior and during construction process as and when required.</p> <p>c. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.</p> <p>d. After obtaining the Environmental Clearance from the Statutory Authorities, the Consultant should also prepare timely compliance reports (approx. six-monthly reports) to be submitted to the SEAC/SEIAA for site related updates.</p> <p>Similar reports incase required to be prepared for other regulatory authorities eg. MPCB etc.</p>

SN	Original Clause	Revised Clause
17	<p><u>Section 6- 6.2.11.6(A) (pg. 52):</u></p> <p>a. Appointing such members of the Personnel (“Consultants sub – consultants’ Key Personnel”) merely by title but not by name. The consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of Rs. 50,000/- will be levied if the consultant changes the Key Personnel proposed without valid reasons.</p>	<p><u>Section 6- 6.2.11.6(A) (pg. 52):</u></p> <p>a. Appointing such members of the Personnel (“Consultants sub – consultants’ Key Personnel”) merely by title but not by name. The consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of Rs. 25,000/- will be levied if the consultant changes the Key Personnel proposed without valid reasons.</p>

ADDITIONS TO EXISTING CLAUSE:

SN	Addition to existing clause
18	<p><u>Section 2- 2.4 (pg. 11):</u> (addition to the existing clause) The bidder can present the conceptual design for the presentation. The link for downloading the CAD file is as follows: https://drive.google.com/drive/folders/1_D0O_NL0f_fPNhSZAYXPXC4y_FF9JEBG?usp=sharing</p>
19	<p><u>Section 5- 5.4.1.ii (a) (pg. 25)</u> (addition to the existing clause) The surveyor should be appointed by the Consultant at no additional cost to MMRC.</p>
20	<p><u>Section 5- 5.4.1.ii (b) (pg. 25)</u> (addition to the existing clause) The surveyor should be appointed by the Consultant at no additional cost to MMRC.</p>
21	<p><u>Section 5- 5.4.1.xii (pg. 32):</u> (addition to the existing clause) g. The drawing in BIM should enable conflict resolutions and assist in further asset maintenance by MMRC and with this regard, Level of Development for BIM drawings applicable for the project would be LOD-400.</p>

NEW CLAUSE:

SN	New Clause
22	<p><u>Section 6- General Conditions of Contract (pg 45-54):</u> (addition as clause 6.2.16 to GCC) 6.2.16. Settlement of Disputes 6.2.16.1a: Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of this contract / agreement shall be first referred to the MD, MMRC who shall act as conciliator. If either Party is dissatisfied with the decision passed by MD, MMRC or the dispute cannot be settled amicably within sixty (60) days after serving notice of dispute, the Parties may endeavor to settle the dispute by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The sole arbitrator shall be appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and</p>

SN	New Clause
	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.

GENERAL CONSIDERATIONS:

SN	Particulars
23	<p><u>Arranging of Site Visit:</u></p> <p>MMRC will arrange for the site visit with following stipulations due to the on-going pandemic:</p> <ol style="list-style-type: none"> 1. Maximum 1 or 2 representatives from the single bidder's side would be allowed for 1 site visit 2. As per discussions with the interested bidders, a common date and time would be confirmed, and a site visit would be arranged accordingly. Necessary instructions for the same would also be communicated. 3. The bidders will have to pre-confirm the names of the representatives attending. 4. The bidder representatives must follow all the COVID-19 protocols strictly. 5. The bidders are requested to send the requests for site visits along with aforementioned details by 30th May 2021.

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Executive Director (Planning)
Mumbai Metro Rail Corporation Limited

DISCLAIMER:

All information provided as a part of this Addendum-2 to Request for Proposal (RFP) to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in the RFP. The objective of this Addendum to RFP is to provide information to the interested entities and to facilitate their application for the same. MMRCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMRCL may, at their absolute discretion, and without being under any obligation to do so, publish further addendum to this RFP document or terminate the same.

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