Request for Qualification (RFQ) cum Request for Proposal (RFP) for Consultancy Services for Preparation of Master Plan and Preliminary Design Report for Roads & Services/Utilities of Ponneri Node under Chennai Bengaluru Industrial Corridor (CBIC)

S. No	Clause	Query/ Clarification	Response
1.	Proposal Due Date - Section 2: clause 2.16, pg. 21; Section 2.16.1, Ref No. 2.7.6, pg. 22	We request you to kindly extend the date of Proposal from 31st October 2016 to 14 th November 2016 , in view of pulling the desired info for submitting robust technical submission. Kindly consider.	Kindly refer Corrigendum-1 in this regard
2.	Project Area - Refer Data Sheet in Section 2: clause 2.16.1, Ref No. Section 1, point 1	Please confirm if the Consultancy Services for Preparation of Master Plan and Preliminary Design Report as per the scope define on Sections 5: Terms of Reference has to be provided for only Phase 1 and Phase 2 totalling 4480 acres OR For the entire development planned for Ponneri Node including Phase-3 totalling an area of 21,966 Acres as given in Annexure B (pgs. 103-105)	As stated in data sheet "The main objective of this assignment is to appoint a consultant for Preparation of Master Plan and Preliminary Design Report for Roads & Services/ Utilities for the Identified Node under Chennai Bengaluru Industrial Corridor (CBIC) for Phase-1 Phase-2 admeasuring 4480 acres." The conditions of the RfQ cum RfP remain unchanged.
3.	Form 3B & Form 3I Format	The clause states a Client certificate to be	Client certificate and/or letter of award along with

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	for Technical Proposal – pgs. 31 & 47	provided as a proof of experience. Can you please confirm whether Client Award Letter, proof of official communication from the Client or any other such documents will be accepted under this clause? Please confirm.	proof of payments etc. The conditions of the RfQ cum RfP remain unchanged.
4.	Form 3B & Form 3I Format for Technical Proposal – pgs. 31 & 47	If the consultant has carried out a project (as a sub consultant) for the Group/ Sister Company, in that event will the certificate issued by the Group/ Sister Company be accepted as proof of experience? Please confirm.	
5.	Section-5: Terms of Reference, Statutory Plan; clause 5.1.1, no. 4, pg. 60	As mentioned in the TOR the consultant has to prepare the statutory plan, it is understood that the Consultant is required to prepare the plan only and would NOT be responsible for carrying out actual public consultation process and getting approval of the Statutory Plan. Please clarify.	As part of scope of services, the notification of the final master plan is also in scope of the consultant. The selected consultant is responsible for all statutory approvals and/or anything else as desired by the client during the progress of the assignment. The conditions of the RfQ cum RfP remain unchanged.
6.	Section-5: Surveys and Investigations, clause 5.4.2, pgs. 63-64	Section 5.4.2.1 suggests that topographical data of the project extents is available with the client. Section 5.4.2.5 suggests that	office and go through the available reports.

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		topographical survey is required to be carried out by the consultant. Please clarify what will take precedence w.r.t. topographical data between Section 5.4.2.1 and Section 5.4.2.5. Please clarify if topographical data shall be provided by the Client. Please clarify if additional topographical survey is required to be undertaken by the Consultant as per Section 5.4.2.5, will the cost of procurement be borne by the Client as per Section 5.4.2.1 which suggests procurement of any additional data required shall be enabled by the client on specific request by the consultant	Kindly also refer Corrigendum-1 in this regard.
7.	Section-5: Part-C: Detailed Master Plan, clause 5.5.1.1, pg. 65	The suggested scale for the Illustrative Master Plan mentioned as 1:2500 – which is too large. We recommend to modify the scale to 1:10000, which is quite manageable for all the deliverables. Please confirm.	
8.	Section-5: Part-C: Detailed Master Plan, clause 5.5.2.1,	The suggested scale for the Illustrative Master Plan mentioned as 1:2500 – which is too large.	The conditions of the RfQ cum RfP remain unchanged.

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	pg. 66	We recommend to modify the scale to 1:10000, which is quite manageable for the deliverables. Please confirm.	
9.	3D Modelling and Spatial Database Section5: clause 5.5.14, pg. 78	Is there any existing 3D spatial database for infrastructure, network and facilities for Ponneri project site on any BIM platform maintained by the Client? If yes, is it possible to examine the spatial database prior to the bid submission? What existing/ base spatial database for Ponneri on 3D Spatial Database platform can the Client provide?	The consultants are requested to visit the client's office and go through the available reports. The selected consultant should procure all relevant data to carry out the assignment at no additional cost to the client. The conditions of the RfQ cum RfP remain unchanged.
10.	Tender documentation Section5: clause 5.6.2, pg. 78 Interface and co-ordination	Please clarify contracting strategy for construction, is it to be an item rate contract or EPC? We understand that since a preliminary engineering design output is required as deliverables, the tender documentation shall be for Design & Built model of EPC contracting based on detailed design conducted by the appointed contractor. Pl clarify and confirm our understanding of the construction contracting strategy. Please elaborate what interface and co-	suitable strategy for construction in consultation with the client/State Govt. and/or any other stakeholder.
11.	services between Client and	Tiease elaborate what interface and co-	Tivic may be appointed at a later stage, if required.

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12	the contractor(s) during the handholding period for Detailed Design. Section 5: clause 5.6.4.1, pg. 79	extent. Please clarify if any Project Management Consultant (PMC) will be appointed for this project. If not, please clarify if this scope interprets that the Consultant is expected to provide the services akin to a PMC.	
12.	GIS format for drawing deliverables Section 5: clause 5.7.1, pg. 79	It is mentioned that all drawing deliverables are also required to be submitted in GIS format. Pl clarify if GIS Land use base map/Survey and Land record maps/Boundary maps/Satellite imagery for the project area shall be provided by the Client in appropriate GIS/ACAD format/electronic format. Also, Client is requested to provide Satellite Images (in appropriate resolution) and Digital Elevation Model (DEM) for the Ponneri project site.	The consultants are requested to visit the client's office and go through the available reports. The selected consultant should procure all relevant data to carry out the assignment at no additional cost to the client. The conditions of the RfQ cum RfP remain unchanged.
13.	General Queries: Market Survey and Demand assessment	Though the appointed consultant has to conduct the market survey, demand assessment and financial feasibility model, there is an existing breakup and phasing of the	The consultants are requested to visit the client's office and go through the available reports. The conditions of the RfQ cum RfP remain

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		land use classification of the Ponneri node that has been mentioned in the RFP. We wanted to confirm if there is any pre-feasibility study done for this land use classification and phasing for the subject project? If yes, can we review the report prior to the bid submission? Please Confirm.	
14.	Limitations of Consultant's Liability Clause 6.5.7 of GCC (pg.91) and SCC (pg.97-98)	There is no mention of overall cap of the Limitation of Consultant's Liability. In the absence of such an umbrella clause, Limitation of Consultant's Liability would be open to interpretation. It is requested to insert a clause to cap aggregate Limitation of Consultant's Liability whether under the contract, in tort or otherwise to a maximum of 10% of the Financial Fee proposal as an umbrella limitation.	
15.	Payment upon termination Clause 6.4.5 (a) of GCC (pg.90)	It is requested to amend <u>Clause 6.4.5</u> (a) of <u>GCC (pg.85) as follows:</u> "Remuneration pursuant to relevant clauses for Services satisfactorily performed <u>to reasonable satisfaction of Client</u> prior to the	The conditions of the RfQ cum RfP remain unchanged.

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16.	Conflict of Interest by Consultant, sub-consultants and affiliates Clause 6.5.2.3 of GCC (pg.90- 91)	effective date of termination' This clause seems to be unenforceable with potential sub-consultants and affiliates. We request you appropriate remove or amend this clause.	The conditions of the RfQ cum RfP remain unchanged.
17.	Payment Schedule Clause 6.8.1 of SCC, pg. 99	Please clarify if the payment at milestone 9 & 10 during handholding period triggered on Selection of DB contractor and on Approval of GFC are payable in equal monthly instalments, as decision for appointment of DB contractors is under Client's purview.	The conditions of the RfQ cum RfP remain unchanged.
18.	Approval mechanism for deliverables and payments Clause 6.8.2 of GCC, pg. 93	Please clarify what will be the Approval mechanism? Will a Project Management Consultant (PMC) be appointed for this project? Pl clarify who has the responsibility for obtaining approval on deliverables from the Client and/or State/ Nodal Agency/ SPV? Is it the Consultant or the PMC? Has any Local/ State/ Nodal Agency/ SPV been identified or formed? Pl confirm the	

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		name of such Local/ State/ Nodal Agency/ SPV.	
19.	Liquidated Damages Clause 6.11 of GCC, pg. 94	Client is requested to delete the clause pertaining to Liquidated Damages as any delays in this assignment may not have direct bearing on delays in operational function and resulting losses to the Client.	
20.	Indemnity Clause 6.13.2 (b) of GCC, pg. 95	It is requested to delete the word 'alleged' from 'alleged negligent' from the sixth line of <u>Clause 6.13.2</u> (b) of GCC, pg. 90 as it does not provide a fair recourse to the Client to prove any allegation of negligence/ fault against them in order to trigger the indemnity provisions	
21.	General Queries: Project Extents/ Service Level parameters and Change Control Management	Client is requested to clearly 'define and demarcate the project extents/ service level parameters' at the beginning of the project. The Consultant will undertake the design services based on this defined project extents/ service level parameters. Any 'change/ deviation to this project extents/ parameters'	

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		will be the subject of 'change control' Considering the nature of consultancy, i.e. prelim design, any change in the project extents/ population projections/ demand projections/ service level parameters has significant impact on the 'already achieved milestone and the subsequent deliverables – which results into rework – and is a huge risk. Therefore to mitigate this risk on either side, we request the Client to introduce 'appropriate clause on Change Control Mechanism' in the contract. Please consider and confirm.	
22.	Page 24, Clause 2.17.2, Urban Designer Should be a Postgraduate in urban design or equivalent degree	Kindly consider other disciplines along with Urban Design such as; Architecture or Landscape Architecture because these professionals are inter-related. We request you to consider as: Should be a Postgraduate in Architecture, Urban design, Landscape Architecture, or equivalent degree	Kindly refer Corrigendum-1 in this regard.
	Page 24, Clause 2.17.2, Urban Designer Should be a Postgraduate in urban design or equivalent	We request you to relax the criteria of minimum International experience from 3 years to 1 years.	The conditions of the RfQ cum RfP remain unchanged.

S.	Clause	Query/ Clarification	Response
No			
	degree with relevant experience in master planning or urban design of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 3 out of the 10 years 'experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.	Should be a Postgraduate in urban design or equivalent degree with relevant experience in master planning or urban design of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 1 out of the 10 years" experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.	
24.	Page 24, Clause 2.17.2, Water supply and waste water expert Should have Bachelors in Civil Engineering preferably	We request you to consider and read as below: Should have Bachelors in Civil Engineering preferably Masters in Civil Engineering or Masters in Public Health Engineering with experience in planning and designing of water supply/ waste water systems for large townships/ industrial estates. The experience in collection system, pump stations, wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated	The conditions of the RfQ cum RfP remain unchanged.

S. No	Clause	Query/ Clarification	Response
	wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.		
	Page 25, Clause 2.17.2, Financial/Market Expert Should be an MBA (Finance) / Master degree in Economics with relevant experience in working on financial/market and estimating financial/Economic IRR for large scale planning and infrastructure projects.	in Economics or equivalent with relevant	Kindly refer Corrigendum-1 in this regard.
26.	Page 89, clause 6.4, sub- clause 6.4.1, Termination g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days" decides to terminate this Contract.	The various possibilities for termination have already been indicated and covered in a) to f). Hence we request you to relax and delete point g) as it seems to override the rest of the points. Please confirm on this.	The conditions of the RfQ cum RfP remain unchanged.
27.	Page 92, clause 6.6.2, sub clause 6.6.2.1, Removal and/or Replacement of Key	Requesting you to relax these conditions. Kindly consider.	The conditions of the RfQ cum RfP remain unchanged.

S.	Clause	Query/ Clarification	Response
No			
	Personnel		
	The Client will not consider		
	substitutions during contract		
	implementation except under		
	exceptional circumstances up		
	to a maximum of two (2)		
	personnel and that too by		
	only equally or better		
	qualified and experienced		
	personnel. During the course		
	of providing services,		
	substitution of key personnel		
	in excess of two (2) Key		
	Personnel would call for		
	reduction of remuneration		
	and the reduced remuneration		
	will not exceed 80 (eighty)		
	percent of the remuneration		
	agreed for the Original Key		
	personnel against first		
	replacement, Thereafter		
	reduction at the rate of 10% of		
	the original quoted rates in		
	respect of each subsequent		
	replacement i.e. 70%, 60% and		
	so on.		

S. No	Clause	Query/ Clarification			Resp	onse			
	Page 94, Clause 6.11, Liquidated Damages The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	We request you to consider maximum 5% of the Total contract fees as Liquidated damages instead of 10%. Kindly confirm.	The conditions unchanged.	of	the	RfQ	cum	RfP	remain
29.	Page 99, clause 6.8.1 1. Inception report and Quality Assurance Map – 5% 2. Technical assessment report, Market Demand Analysis and Preliminary Financial Model – 10% 10. Approval of GFC's & Handholding period, Final EMP Plan and assistance to client	We request you to release 5% of the total contract fees as 'Advance Payment' against a Bank Gaurantee. Kindly confirm on this.	The conditions unchanged.	of	the	RfQ	cum	RfP	remain
	Page 99, clause 6.8.1 Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.	We request you to consider as below: Payment shall be made within 30 days of receipt of the invoice and approval of the relevant deliverables, and within 60 days in the case of the final payment, on achievement of milestones. Kindly confirm.	The conditions unchanged.	of	the	RfQ	cum	RfP	remain

S.	Clause	Query/ Clarification				Resp	onse			
No										
31.	Page 65, clause 5.5, sub clause		The	conditions	of	the	RfQ	cum	RfP	remain
	5.5.1	instead of 1:2500 for the three master plan	unch	anged.						
	The preparation of a Detailed	options.		O						
	Master Plan will be preceded	T/' 11								
	by the formulation of key	Kindly confirm.								
	design and development									
	principles for the Master Plan.									
	Among other things these will									
	include KPIs for sustainable									
	development and smart city									
	development. These									
	principles and KPIs will also									
	become the basis of									
	evaluation for three master									
	plan options to be developed									
	and presented to the client for									
	their consideration. Each of									
	the concepts will at a minimum include the									
	following:									
	Overall illustrative master									
	plan at a scale of 1:2500									
	1									
	illustrating general delineation of proposed land									
	uses, building massing, vehicular and pedestrian									

S. No	Clause	Query/ Clarification	Response
	circulation, open sparelationships, a development character.		
32.	Page 79, Clause 5.7.1	The time lines for preparation of Final Master Plan which comprises of preparing all the layers of Final master plan (Land use plan, Land parcelation plan, Transportation plan, Infrastructure network plans, urban design & Development Guidelines, etc.) will consume considerable time. The time period of two month is observed to be a very short duration and request to extend it by 1 more month.	unchanged.
33.	Page 79, Clause 5.7.1	The time lines of 2 months for preparation of Draft Preliminary Design stage covering all engineering details for all infrastructure sectors covering roads, water, sewage, Strom water, waste water, power, ICT,GAS etc. and also economic analysis and having Constructability & Value Engineering Sessions, is observed to be short period and request to extend it by 1 more month.	unchanged.
34.	Page 79, Clause 5.7.1	Final Preliminary Design stage has been assigned only 2 months, which covers preparation all infrastructure components, preparation of 3D models & data bases and preparing tender packages. We appreciate the fact that Tendering Stage	unchanged.

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35.	Page 79, Clause 5.7.1	and Selection of EPC/ DB contactors is made 6 months, which provides sufficient room for preparation of tender document and the bidding process. Generally the bidding process its, self-consumes minimum 3 to 4 months. So, we request to include preparation of tender packages in 'Selection of the EPC/DB Contractor(s)' (deliverable 9) stage instead of 'Final Preliminary Design Report with 3D model' (deliverable 8) stage. We appreciate the fact that the time for Notification is made 2 months. As we anticipate the State Government Nodal Agency will facilitate in concluding this process including the process of receipt of Comments & Suggestion, incorporation of the comments. However, clarification is required on the need for re-notification.	The conditions of the RfQ cum RfP remain unchanged.
36.	Page 78, Clause 5.6.4 Page 79, Clause 5.7.1	The scope/ tasks involved during the four months of Handholding Period/ Implementation stage needs more clarity . It can also be interpreted as a four months implementation PMC.	All necessary support shall be provided by the consultant to client, contractor, state nodal agency and/or any other agency during this period. The conditions of the RfQ cum RfP remain unchanged.
37.	Page 62, Clause 5.3.1.3 Conduct (1) Constructability	Details of the Constructability Review and Value Engineering Sessions to be conducted	The conditions of the RfQ cum RfP remain

S. No	Clause	Query/ Clarification	Response
	Review and (2) Value Engineering session with stakeholders, the details of which would be provided by Client at a later date.	by the consultant with the Stakeholders, to be included as part of this document. This will help the consultants to plan/ manage resources & time at the bidding stage.	S .
38.	Page 63, Clause 5.4.2	As mentioned in the RFP, we understand that, all available data regarding land boundaries/ Cadastral information, topography in the form of a contour map if available, land acquisition sheets and data and any available data on onsite & infrastructure will be provided by the client. Client will provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the assignment available with the Client.	The consultants are requested to visit the client's office and go through the available reports. All surveys have to be carried out by the consultant at no additional cost to the client to carry out the assignment. Kindly also refer Corrigendum-1 in this regard.
0	Page 6, Clause 2.1.20 Project Office : at Ponneri	 a) Please confirm that it is only an advice and not a mandatory requirement to have an office in Ponneri. b) Also clarify if there is any minimum requirement of expert positions and / or man months to be spent at the Project Office. 	It is mandatory to have a project office in Ponneri. It is desirable that all key personnel be positioned at the project office. The conditions of the RfQ cum RfP remain unchanged.
40.	Page 10, Clause 2.6.8, Pt. 3 Members lead member receive instruction and payments for and on behalf	It is requested that a provision be made where by the payments can be released by the Client directly to the consortium members for all invoices of consortium members duly verified	The conditions of the RfQ cum RfP remain unchanged.

S. No	Clause	Query/ Clarification	Response
	of the consortium.	by the lead member. This will allow complete control & responsibility of the lead member and at the same time the consortium members will be comfortable with direct payment from Client.	
	Page 10, Clause 2.7.3, Pt. 1 All key personnel proposed must be full time employees of the firm.	a) Please clarify who are treated as 'full time employees'. All our employees work under an employment letter (a contract) but the terms for different people may be different. b) Please confirm that for the given positions if the experts available from outside the company are better suited, then the bidders can propose these experts and if the assignment is awarded to the bidder he will have to engage these experts with an appointment letter.	
1	Page 10, Clause 2.7.3, Pt. 11 If the applicant experience of foreign company requisite key personnel shall be fielded.	Please clarify the requirement for the 'requisite key personnel'. Are there any specific positions to be then provided by the foreign company?	unchanged.
43.	Page 16 & 17, Clause 2.9.4 Minimum Qualification Criteria	a) For Criteria at S. No. 1, please confirm that Trunk infrastructure projects undertaken for towns / cities would be eligible.	The understanding of the consultant is correct. The conditions of the RfQ cum RfP remain

S. No	Clause	Query/ Clarification	Response
		b) For Criteria at S. No. 2, please confirm that for utility services project – a project which has any one component, in terms of water supply or sewage disposal or drainage network or treatment plants, would be considered as eligible project. c) For Criteria at S. No. 3, please confirm that the 'international project' here means any project outside India.	unchanged.
44.	Project 'a', 'b', 'c' however, a maximum of one	We request that this restriction of only 1 common project be removed. Therefore, if a same set of 3 projects meets the given 3 requirement then the Consultant should be considered eligible. This is important because most large projects would fit the 3 requirement but number of such projects within last 10 years may be limited.	The conditions of the RfQ cum RfP remain unchanged.
45.	Page 17, Clause 2.9.5 Point (a) Specific Experience	Please confirm that the projects presented for the meeting the minimum qualification requirement will be eligible for evaluation as specific experience of the Consultant.	The understanding of the consultant is correct. The conditions of the RfQ cum RfP remain unchanged.
	Pg 104, Annexure B Brief Profile of Project Area	As per TOR road cross sections and layout should be designed with emphasis on incorporate pedestrians and non motorized	Consultant may suggest anything which is in interest of the project.

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No			
	acre plus Port area of 2,718 acre) Infrastructure (road and plant) -Phase 1 – 491 (19.9% of total) -Phase 2 – 69 (3.43% of total)	transport movement, public transport and paratransits, public transport routes, segregating/dedicating lanes for Heavy Occupancy Vehicle (HOV)/ commercial vehicle movement, freight terminals, if any. The land proposed to be reserved for infrastructure (road and plant) is 6.88 %. This appears to be low; especially as an area of 2,186 acres of existing settlements and 2,604 acres of new settlements are planned in Phase 3. As per URDPFI guidelines for industrial areas, the suggested reservation of land for transportation is 10 -12 %. Is land reserved for infrastructure @ 6.88 % fixed or can Consultants suggest modifications to this? What is the proposed time frame for development of Phase 1, 2 & 3 as per the perspective plan prepared? Can the perspective plan prepared be shared at this stage	unchanged.
48.	Clause 2.6.3	We would like to bring your kind notice that it has been mentioned under Eligibility of applicants (Section 2.6.3) that 'The consultant who has prepared the perspective plan shall not be eligible to bid for this project '. However, preparation of perspective plan is no conflict of	

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No			
		interest or additional advantage for such	
		companies involved in the preparation of	
		perspective plan. We feel that it is injustice to	
		the companies involved in preparing the	
		perspective plan for not being able to	
		participate in this bidding. Hence, we request	
		you to kindly waive this condition from the	
		RFP	