

**Selection of Consultant for Preparation of Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Tumakuru Node under Chennai Bengaluru Industrial Corridor (CBIC)**

S. No	Section No/Page No	Clause	RFP Stipulation/Reference	Our Query/Comment	Response by DMICDC
1.	Preparation of proposal,	2.7.3 (1)	All the key personnel proposed must be a permanent full time employee of the firm.	The project requires some specialist expertise, say for market demand assessment and financial analysis. To get the best expertise the consultants normally tie-up with professional firms. Some of them are not keen to come on consortium/JV basis as their role is very limited. It is requested that for some key staff positions, sub consultant CVs may be permitted.	The condition of the RfQ cum RfP remains unchanged.
2.	Qualification and Competence of Staff	2.17.2	Team Leader Should be a Postgraduate in urban planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 5 out of the 20 years" experience should be	We believe the larger objective of this consulting assignment is to conduct engineering surveys, prepare preliminary engineering designs and drawings for multi-disciplinary infrastructure, cost estimates, tender document and technical schedules. While we appreciate master planning efforts are required at the beginning to prepare a detailed master plan and a statutory plan, the assignment largely requires engineering expertise which is best led by an engineer only. We note for all	Kindly refer Corrigendum-1 in this regard.

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			international experience in the planning and design of economic clusters or corridors, townships, or campus developments. Should have led large infrastructure projects.	similar assignments in the past DMICDC has required Team Leader to have an engineering background. We request the same be maintained	
3.	Page 60  Page 74	5.5	<b>Detailed Scope of Services for Part C:</b>  Notification of the final master plan	Clarification is sought on under which Act will the Plan be Notified and by which Authority  Notification is a detailed statutory process and clarity is very important for understanding the quantum of work involved.	The plan has to be notified under the relevant act of the State Govt. The condition of the RfQ cum RfP remains unchanged.
4.	Page 73 and 74	5.6.4.2	The Consultant shall review and approve detailed design and GFCs prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The	We have two queries, one related to scope and other to the duration. a) Scope - the term 'review' can be interpreted in different ways. We request you to kindly clarify the scope in detail.  For 'approval', kindly clarify the role of PDR consultant,	The condition of the RfQ cum RfP remains unchanged.

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			Consultant shall analyse the detailed BoQ prepared by the contractor.	<p>Program/Project Management Consultant and Proof checking consultant appointed by EPC contractor.</p> <p>b) Duration - We do not expect the phasing will be such that EPC contractors for all the works are appointed by D+20 months. We can provide the review of designs and drawings by D+26 months for all packages that are awarded by D+20 and where drawings are made available by EPC contractor. However the consultant should not be expected to wait for review of GFC for EPC contractors for long durations say even 24 months beyond the D+20. We suggest that a hard cap be placed on such services and the contract ceiling. We propose that the consultant is expected to review GFC drawings that are available till D+36 months. Post this contract may be extended by mutual agreement between the</p>	

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				parties on scope and additional fee and expenses.	
5.	Section 2.9.4, pg. 16-17	2.9.4	Minimum Qualification Criteria	Client is requested to reduce minimum no. of projects in Section 2.9.4., pg. 16-17 from 5 to 2 Projects (suggestion in reference to all category of Eligible projects '1', '2' and '3')	Kindly refer Corrigendum-1 in this regard.
6.	Section 2.17.2 (1), pg. 23	2.17.2	Qualification and competence of Key Personnel/ Staff	It is requested to accept a professional with engineering background (with post-graduation in Engineering stream) for the Team Leader position and not necessarily one with an Urban Planning post graduate qualification.	Kindly refer Corrigendum-1 in this regard.
7.	Section 2.17.2 (1), pg. 23	2.17.2	Qualification and competence of Key Personnel/ Staff	It is requested to reduce the minimum experience requirement for the Team Leader position from 20 yrs to 15 yrs. Also, it is requested to relax and not make the requirement for 5 yrs of minimum	The condition of the RfQ cum RfP remains unchanged.

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				international experience for the Team Leader position mandatory.	
8.	Pg. 7	Section 2.5.1	Bid Security	Client is requested to reduce the Bid Security Amount to Rupees Five Lakhs only (Rs.5,00,000/-). Please consider and confirm.	The condition of the RfQ cum RfP remains unchanged.
9.	pg. 66-67	Section 5.6.4.14	Landscape/ Streetscape Scope	It is understood that the scope of landscaping is limited only to streetscape along the roads as per Section 5.6.4.14, pg. 66-67 of the RFP. Please confirm the scope does not include landscaping of public parks/ public plaza/ open spaces/ waterfront development/ open space around public utilities like STP/ CETP, open spaces along storm water drainage channels etc. Please confirm.	As per Clause 5.5.3.6, 5.5.3.7, 5.6.1 and 5.6.4.14, the scope includes landscaping of all elements including but not limited to public parks/ public plaza/ open spaces/ waterfront development/ open space around public utilities like STP/ CETP, open spaces along storm water drainage channels etc. The condition of the RfQ cum RfP remains unchanged.
10.	pg. 73	Section 5.5.14	3D Modelling and Spatial Database	Is there any existing 3D spatial database for infrastructure, network and facilities for Tumkuru	As of now there is nothing available with the client in this regard.

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				<p>NIMZ project site on any BIM platform maintained by the Client?</p> <p>If yes, is it possible to examine the spatial database prior to the bid submission?</p>	The condition of the RfQ cum RfP remains unchanged.
11.	pg. 73	Section 5.6.2	Tender documentation	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.	<p>The contracting strategy will be an DB/EPC.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
12.	pg. 74	Section 5.7.1	GIS format for drawing deliverables	It is mentioned that all drawing deliverables are also required to be submitted in GIS format.	As of now there is nothing available with the client in this regard.

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				Pl clarify if GIS Land use base map/ Survey and Land record maps/ Boundary maps/ Satellite imagery for the project area (TP1) 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 project site (Tumkuru NIMZ).	The consultant shall procure the requisite satellite imagery and/or any other imagery at its own cost. However, the client will provide all necessary assistance for procurement of the same.  The condition of the RfQ cum RfP remains unchanged.									
13.	Page 74	5.7.1	We request the Project Milestones be amended as follows:	<table border="1"> <thead> <tr> <th>Sn.</th> <th>Milestone</th> <th>Timelines</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception report and Quality Assurance Map</td> <td>D+ 1 month</td> </tr> <tr> <td>2.</td> <td>Technical Assessment Report, Market Demand Analysis and Preliminary Financial Model</td> <td>D+3 Months</td> </tr> </tbody> </table>	Sn.	Milestone	Timelines	1.	Inception report and Quality Assurance Map	D+ 1 month	2.	Technical Assessment Report, Market Demand Analysis and Preliminary Financial Model	D+3 Months	The condition of the RfQ cum RfP remains unchanged.
Sn.	Milestone	Timelines												
1.	Inception report and Quality Assurance Map	D+ 1 month												
2.	Technical Assessment Report, Market Demand Analysis and Preliminary Financial Model	D+3 Months												

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				3.	Preliminary Master Plan	D+5 months	
				4.	Final Master Plan	D+9 months	
				5.	Notification of Final Master Plan	D+ 11 months	
				6.	Design Basis Report	D + 12 Months	
				7.	Draft Preliminary Design Report including detailed Economic Analysis	D+ 14 Months	
				8.	Final Preliminary Design Report with 3D model and tender packages	D + 16 Months	
				9.	Selection of DB contractors	D + 20 Months	
				10.	Approval of GFCs and Hand holding period and	D+ 30 Months	



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				Assistance to Client.	
14.	(pg.92-93) and (pg.86)	Clause 6.5.7 of GCC and SCC	Limitations of Consultant's Liability	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.	The condition of the RfQ cum RfP remains unchanged.
15.	(pg.85)	Clause 6.4.5 (a) of GCC	Payment termination upon	It is requested to amend Clause 6.4.5 (a) of GCC (pg.85) as follows: "Remuneration pursuant to relevant clauses for Services satisfactorily performed <u>to reasonable satisfaction of Client</u> prior to the effective date of termination'	The condition of the RfQ cum RfP remains unchanged.

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16.	(pg.85-86)	Clause 6.5.2.3 of GCC	Conflict of Interest	It is requested to delete Clause 6.5.2.3 of GCC (pg.85-86).	The condition of the RfQ cum RfP remains unchanged.
17.	pg. 94	Special Conditions of Contract	Payment Schedule	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 condition of the RfQ cum RfP remains unchanged.
18.	pg 88	Clause 6.8.2 of GCC,	Payment to consultants	Client is requested to reduce the payment period from 45 days to 30 days from receipt of invoice by the Client.	The condition of the RfQ cum RfP remains unchanged.
19.	pg 88	Clause 6.8.2 of GCC	Approval mechanism for deliverables and payments	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	The approvals have to be sought by the PDR consultant only even if the PMC is appointed during the course of this consultancy assignment.  The condition of the RfQ cum RfP remains unchanged.

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				Agency/ SPV? Is it the Consultant or the PMC? Has any Local/ State/ Nodal Agency/ SPV been identified or formed? Pl confirm the name of such Local/ State/ Nodal Agency/ SPV.	
20.	pg. 89	Clause 6.11 of GCC,	Liquidated Damages	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.	The condition of the RfQ cum RfP remains unchanged
21.	pg. 90	Clause 6.13.2 (b) of GCC	Indemnity	It is requested to delete the word 'alleged' from 'alleged negligent' from the sixth line of Clause 6.13.2 (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	The condition of the RfQ cum RfP remains unchanged
22.		General	Project Extents/ Service Level parameters and	Client is requested to clearly 'define and demarcate the project extents/ service level parameters'	As per clause 6.6.1.1 which states that "If additional work is

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		Queries	Change Control Management	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' 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.	required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid".  The condition of the RfQ cum RfP remains unchanged
23.		(Section 2 .6.3)	Conflict of Interest	We would like to bring to your notice that it has been mentioned under Eligibility of Consultants (Section 2 .6.3) that the consultant	The condition of the RfQ cum RfP remains unchanged

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				who has prepared the perspective plan shall not be eligible to bid for this RFP. However, preparation of Perspective plan is no conflict of 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 preparation the perspective plan for not being able to participate in the bid. we request you to kindly waive this condition from the RFP.	
24.	98	Annex-B	The project consultants will be responsible for preparation of Master Plan and preliminary Design Report for Roads & Services/ Utilities for the complete Greenfield site as has been highlighted below. For the brownfield site i.e.	Although the statement provides an outline of tasks to be undertaken in Brown field part of the site, the exact sector, quantum & type of activities/ task required to be carried out in brownfield area is not stated in Section 5.2 - Broad Scope of Services& in Section 5.3 - Detailed Scope of Services. In this regard, Kindly clarify the exact scope of work for brownfield area	

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			already existing industrial site, the consultants are requested to do a complete gap analysis of various trunk infrastructure components and should give their clear recommendations so as to integrate the existing industrial site with the greenfield site, if need arises.	2. It will be crucial to have total area break-up pertaining to Greenfield and brownfield development. While map shows these areas, the table does not clarify the same and its also not readable. In this regard, Kindly provide the detailed break-up of the same and please share a more readable version of the area statement provided in Annexure B. 3. Kindly clarify the scope of the consultancy to be accrued out as part of the “complete gap analysis of various trunk infrastructure components” for the brownfield area	
25.		Scope of Work	Drawing showing proposed road network and Land use zoning	The detailed Master Plan and Preliminary engineering to be prepared as part of this consultancy, is expected to follow the already proposed master plan, landuse plan and the road network, as indicated in Annexure-B or the consultants are expected to prepare a completely fresh layout plan. Kindly clarify the same.	The consultants are advised to prepare the layout plan based on their discussions with the respective State Agencies and the layout plan/master plan should be approved by the State Govt/Nodal Agency.

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					The condition of the RfQ cum RfP remains unchanged
26.		Scope of Work	Logistic Hub indicated in Landuse Zoning	There is a logistic hub shown as part of the Greenfield area. In this regard please clarify the following: 1. Is design of logistic hub is also part of the preliminary engineering proposal?If yes, kindly elaborate the scope, as there is no mention of logistic hub in the detailed scope of the consultancy. 2. Is the site location and area of the logistic hub is finalised as indicated in the master plan presented in Annexure B or the consultants have to finalise the same as part of this consultancy? Kindly clarify	The logistics hub is not forming part of the scope of the work.  The condition of the RfQ cum RfP remains unchanged
27.			Approval of GFCs & Hand holding period and assistance to Client - 10% fees payable	Since the activities involved in this stage are continuous in nature and are not specific to deliverables by the consultant, it would be prudent to release of part payments i.e., 1% payment for each of ten months of this stage.	The condition of the RfQ cum RfP remains unchanged

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28.	Page 10	clause 2.7.3	All the key personnel proposed shall be full time employee of the firm	In consultants opinion Team Leader should be permanent full time employee (PFTE) of the firm and rest of the professionals can be PFTEs or having working relationship with the firm. The client is requested to revisit the clause in view of above.	The condition of the RfQ cum RfP remains unchanged
29.	Page 23,	Clause 2.17.1	A minimum of 50 man months shall be required by the key staff. The indicative man months for key staff are provided. However, the consultants are free to make their own estimate of man months required for effective execution of the project.	(i) The 50 man months seem to be on the lower side keeping in view both Master Plan and Preliminary Designs; DMICDC is requested to reconsider minimum man months in the Consultants opinion 80 man months are required for the completion of assignment. The client is requested to advise on break-up of man months for each position	Indicative man months have been provided and the consultants are free to make their own estimates.  The condition of the RfQ cum RfP remains unchanged
30.	Page 23,	Clause 2.17.1	The consultants are required to suitably estimate the requirement	The client is requested to advise positions of support staff and also manmonths required for support staff.	The condition of the RfQ cum RfP remains unchanged



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			of support staff to assist key experts		
31.	Page 26,	Section 3	Standard Forms from 3A to 3M Pre-qualification Documents: Form 3A to 3G Technical Proposal: Form 3A to 3M	The client is requested to clarify, the consultants are required to include Form 3A to 3G in Technical Proposal also even if it is repetition of pre-qualification document.	Kindly refer Corrigendum-1 in this regard.
32.	Page 51	Form 4A	Financial proposal submission form - First para last sentence - "Our attached financial proposal is for a sum of _____ (amounts in figures and words)	The client is requested to advise, here consultants are required to put total fee after adding service tax.	Kindly refer Corrigendum-1 in this regard.
33.	Page 87,	Clause 6.6.2	Removal and/or Replacement of Key Personnel	The client is requested to remove penalties imposed on the monthly rates since this is lumpsum contract where payments are being released	The condition of the RfQ cum RfP remains unchanged

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			<p>During the course of providing services, substitution of key personnel in excess of 2 (two) would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.</p> <p>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.</p>	on completion of milestone and not on time charge basis.	
34.	Page 94		Payment Schedule	The client is requested to consider provision of 10% advance against bank guarantee	The condition of the RfQ cum RfP remains unchanged

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35.			The project duration is 30 months	The client is requested to provide price adjustment on remuneration and reimbursable after 12 months every year.	The condition of the RfQ cum RfP remains unchanged
36.			Change of Law - the RFP is silent about this clause.	The Client is requested to consider "When laws and regulations (including tax laws and regulations) which are passed or changed after the date of tender necessitate variations or changes to the Services or its performance, and this affects Consultant's costs or his progress, Consultant is entitled to require a variation or change-order of the Agreement reflecting the effect of passing or changing of such laws or regulations. If such an event occurs the parties will negotiate in good faith the consequences of the change in law and regulations to the Services and the performance of Services under the Agreement"	The condition of the RfQ cum RfP remains unchanged

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37.	Page 98 -	Annex ure B:	Brief Profile of the Project area	The client is requested to advise: (i) Project area for which Master Plan is to be prepared (ii) Project Area for which preliminary designs are to be carried out Clear maps highlighting the project area	