

RFP For Consultancy Services: Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC)

Re-tender - Response to Pre-bid Queries

Sl. No.	Clause No.	Query	(Draft) Response
Section-I			
1.	Clause 1(ii) page 1	(iv) MICE and Retail District We request for expansion of MICE	Meetings, Incentives, Conventions & Exhibitions (MICE) is a common terminology used in Tourism Industry
2.	Section – I Clause 6 Page No 2	Last date of receipt of Proposals Last Date of receipt of Proposals - 02.03.2018; 1600 Hrs 1. To prepare and submit a competitive proposal it is requested to extend the submission date for three weeks more. 2. After the release of Pre-Bid Queries, kindly give at least two week time for the submission of the proposal	RFP conditions remain unchanged
Section-II			
3.	Clause 1.1 d, page 5 Clause 1.1 g.v., Page 6	A maximum of 2 (Two) Members shall be permitted in a Consortium, where the "Lead Member" or the "Sole Firm" shall be required to satisfy atleast 50% of the Financial criteria individually and should have provided consultancy services for Detailed Design & Engineering Drawings for atleast 3 "Similar Projects "of similar nature and complexity within the past 10 years. For the purpose of Experience Criteria "Similar Project" shall mean a Trunk Infrastructure project for Industrial / Residential Townships, Business Parks, Special Economic Zones (SEZs) Or Urban Infrastructure Projects, spread over not less than 300 acres area (each comprising of atleast 5 (five) major infrastructure components (viz, Water Supply, Sewerage, Roads & Drains, Solid Waste Management, Power, etc.) and with total capital cost not less than INR 200 Crores). The Similar Projects could be either new (green field) developments or existing (brown field) developments.	Please refer Addendum-1 for revised clause

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		<p>For the park proposed in 407 Acres of land, experience criteria specified of 3 "Similar projects" of not less than 300 acres area is very stringent and not in line / compliance to industry practice followed in other Govt. Sectors / Railways and other Departments. General practice is to specify the experience criteria as :</p> <p>(1) Work for Similar size or up to 20% extra (or) (2) Works of lesser capacity (say 70%) (or) (3) Works of still lesser capacity (say 50%)</p> <p>The success of a project largely depends on the capacity of the Consultant and any restrictive criteria creating entry barrier for potential bidders results in poor competition. In the best interest of the Project and for better competition, the criteria specified in RFP may be relaxed suitably, and changes in the RFP at different sections be made.</p>	
4.	1. Introduction – 1.1 – Clause g – Point (i)	<p>The project Consultancy Services for which the Applicant firm is claiming credit for an Eligible Assignment should have, prior to Proposal Due Date (PDD), been completed.</p> <p>Experience in India and International for both completed and ongoing projects may please be considered.</p>	<p>1. Experience in India as well as International would be considered</p> <p>2. Experience of ongoing assignments would not be considered (RFP condition remain unchanged)</p>

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5.	Section II Information to the Consultants. Experience criteria Clause 1.1 f page 5	<p>Experience Criteria: The applicant should satisfy the criteria as below:</p> <ol style="list-style-type: none"> 1. Provided consultancy services for preparation of Detailed designs & Engineering drawing services for at least "3 Similar Projects of Similar nature and complexity within the past 15 years. The Construction work of such projects should have commenced. <p>And</p> <ol style="list-style-type: none"> 2. Provided Project Management Consultancy (PMC) services (including project implementation supervision & monitoring) for atleast 3 (three) "Similar Projects" <ol style="list-style-type: none"> 1. Considering the paucity of infrastructure projects during the last 2 decades where all 5 major infra components were involved (Water supply, sewerage, roads & drains, solid waste management, power) on a PAN India basis, request the client to consider only 2 project instead of 3, as many project handled by different agencies does not cover all the above stated components in a single project. 2. We request you to consider the experience of one similar project for fulfilling the above criteria and not to insist on three similar projects. Kindly consider. 	Please refer Addendum-1 for revised clause
6.	Experience criteria clause (II) page 6 Clause 11	<p>(II) Financial Criteria: The applicant should have an average annual turnover of INR 250 Million from professional fees during the past three financial years".</p> <p>11. The Earnest Money Deposit (EMD)/ Bid Security is INR 5,00,000/- .</p>	<p align="center">RFP conditions remain unchanged</p> <p>(It is clarified that the EMD / Bid Security amount is not arrived from the estimated value of the Consultancy Fee)</p>

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	Page 4	While considering the value of bid security, the value of consultancy assignment may vary from Rs.10 crores to Rs.15 crores. However, the turnover criteria requirement defined in the RFP is Rs.25 crores which is not appropriate. Therefore, we respectfully request your good self not to insist on turnover of Rs.25 crores and to limit the turnover from Rs.15 crores to Rs.20 crores.	
7.	Clause 3.1 Page 11	<p>Section 2: Instructions to Consultants, Part-3 Preparation of Proposal</p> <p>An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate</p> <p>In order to ensure maximum participation this may please be deleted.</p>	RFP conditions remain unchanged
8.	Clause No. 4.7 page11 of Section-II, Information to Consultant	<p>Earnest Money Deposit</p> <p>The Consultant can pay the Tender Processing Fee and EMD in the e-Procurement portal using any of the following payment modes:</p> <ul style="list-style-type: none"> • Credit card • Debit card • National Electronic Fund Transfer (NEFT) • Over The Counter (OTC) <p>We request you to kindly allow us to submit the Earnest Money in the form Bank Guarantee.</p>	RFP conditions remain unchanged

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Sl. No.	Clause No.	Query	(Draft) Response
Section-III			
	-	-	-
Data Sheet			
9.	Data Sheet- 3.3.IV - Key professional Page 27	Urban & Regional planner and Green building Expert Client has sought 15 yrs of min experience for this position. Considering the fact that the evolution of Green Building concept in India itself is not even 20 yrs old. Hence request the client to reduce the exp to 8 to 10 yrs.	Please refer Addendum-1 for revised clause
10.	DATA SHEET : Clause 3.3 (iv) - Key professional Page 27	Quantity Surveyor M.E. /M.Tech (Civil)-15 years; Should have experience as a Quantity Surveyor and preparation of BOQs, Tender Documents, Estimates, Rate Analysis, etc for infrastructure works for large townships/ Business Parks / SEZs / industrial estates. SEZs / industrial estates Request to kindly consider B.E / B.Tech with 10 Years of Experience.	Please refer Addendum-1 for revised clause
11.	DATA SHEET : Clause 3.3 (iv) - Key professional Page 27	ICT Expert Bachelors in Electronics & Communication / Electrical / Electrical implementation services shall be rated higher. - 20 years; should have experience as an ICT Expert for at least 2 Similar Projects. Experience in design, estimation a implementation services shall be rated higher Request to kindly consider B.E / B.Tech with 10 Years of Experience for ICT Expert	Please refer Addendum-1 for revised clause
12.	DATA SHEET : Clause 3.3 (iv) - Key professional Page 29	Quality Expert Client has sought 20 yrs of min experience for this position. 1. Considering the shorter duration of proposed services and required project requirement request the client to reduce the exp to 8 to 10 yrs. 2. Kindly Consider B.E/B. Tech with 10 Years of Experience.	Please refer Addendum-1 for revised clause

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Sl. No.	Clause No.	Query	(Draft) Response						
13.	DATA SHEET : Clause 3.3 (iv) - Key professional Page 29	Site Engineers Client has sought 20 yrs of min experience for this position. Considering the project requirement request the client to reduce the exp to 10 yrs. Also the designation may be changed to Senior Site Engineer as the present designation of site engineer is not conforming to existing standards practiced.	Please refer Addendum-1 for revised clause						
14.	Cl. 3.3 Pages 28,29	Qualification of the Key Professionals The qualification criteria of 3 similar projects is very stringent, so also the qualification & experience in respect of certain personnel. We therefore request for the following relaxations, in respect of key personal. a) Areas of experience: <ul style="list-style-type: none"> • Township • Business Park • Industrial Estate b) Number of Similar Projects undertaken by the applicant <ul style="list-style-type: none"> (i) 1 Similar Project (or) (ii) 2 or more Similar Projects (or) (iii) 3 or more Similar Projects c) Size of Similar Projects <ul style="list-style-type: none"> (i) 1 similar project (or) (ii) 2 or more Similar Projects (or) (iii) 3 or more Similar Projects 	Please refer Addendum-1 for revised clause						
15.	Clause No. 6.1 – Deliverable and Payment Structure	(2) Phase-II: Project Management Consultancy Services (including work supervision & monitoring) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Deliverables</td> <td style="width: 33%;">Deliverables</td> <td style="width: 33%;">Cumulative time schedule from the date of commencement</td> </tr> <tr> <td>Mobilization Advance</td> <td align="center">10%*</td> <td>Recovery with Interest @10%</td> </tr> </table>	Deliverables	Deliverables	Cumulative time schedule from the date of commencement	Mobilization Advance	10%*	Recovery with Interest @10%	The Project Services duration is 22 Months, excluding the defects liability period where limited specified resources shall be deployed, as per the Terms of Reference.
Deliverables	Deliverables	Cumulative time schedule from the date of commencement							
Mobilization Advance	10%*	Recovery with Interest @10%							

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Sl. No.	Clause No.	Query			(Draft) Response
		(Against Bank Guarantee)		p.a.	
		Pro-rata to the financial progress of the work at Site (Pro-rata to payments released to Contractor)	60%	16 Months	
			30%		
		Equal monthly installments during the Defects Liability Period	10%	12 Months	
		<p>*Advance with interest @ 10% per annum to be recovered from the stage wise payments.</p>			
		<p>[RFP — Section VI. Contract for Consultant's Service, III. Special Conditions of Contract – Clause No. 6.1 – Deliverable and Payment Structure, Point – 2; Page No. - 110]</p>			
		<p>The total envisaged advisory services period is 22 months, where 6 months are envisaged for the initial design & procurement process and 16 months for the implementation period.</p>			
		<p>[RFP – Section V. Terms of Reference–1. Introduction: 1.5. Advisory Services Period; Page - 69]</p>			
		<p>It seems to be contradictory. Please confirm the exact project duration.</p>			

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Sl. No.	Clause No.	Query			(Draft) Response
16.	5.2.a. Sl.No. (i) Page 30	Sl. No.	Parameters	Points	Please refer Addendum-1 for revised clause
		(i)	Relevant Experience of the Applicant in carrying out Design & Detailed Engineering for Trunk Infrastructure for "Similar Projects"	
			(iii) More than 6 Similar Projects	15.00	
				10.00	
			(iii) 4.00 points for every Similar Project with total area>350 acres and <450 acres	15.00	
		(ii)	Relevant Experience of the Applicant in providing Project Management Consultancy (PMC) services"	
			(iii) More than 6 Similar Projects	15.00	
			(iii) 4.00 points for every Similar Project with total area>350 acres and <450 acres	15.00	
		We request you to reduce the number of similar projects for providing maximum points for the above experience parameter. Please consider. Size of Similar Projects – 10 Points. Kindly Clarify			
17.	Power of Attorney for Lead Member of Consortium Pg.60	<p>Power of Attorney for Lead Member of Consortium If we are sole bidder is there any format or we can submit on our own. Please clarify</p>			<p>In case of sole Bidder, the Power of Attorney for Lead Member of Consortium shall not be applicable.</p> <p>In such case, it may be noted that the slot for uploading cannot be left vacant. As such, it is required to upload the unsigned PoA format / Blank Page mentioning “NOT APPLICABLE”.</p>

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Sl. No.	Clause No.	Query	(Draft) Response
18.	P 25, 26	<p>Phasing of project development and Phasing of Consultancy Service. Our understanding is that project development now envisaged is limited to Phase – I, as in P1 Cl.2, P 67, cl.1.1.(viii), 1.3, 1.4 and at other locations/ sections, whereas the same development is showing as Phase –I. In page 25 & 26. Kindly arrange uniformity in Phase nos. separately for</p> <ul style="list-style-type: none"> - Project Development - Consultancy Services 	<p>Please refer the RFP Document</p> <p>RFP conditions remain unchanged</p>
19.	Cl. 5.2 a. P. 30	<p>Evaluation of Qualification proposal Relevant experience of the Applicant in carrying out Design & Detailed Engineering for Trunk Infrastructure for "Similar Projects"</p> <p>a) Number of Similar Projects undertaken by the applicant</p> <ul style="list-style-type: none"> (i) 3 Similar Projects (ii) More Than 3 and upto 6 Similar projects (iii) More than 6 similar projects <p>b) Size of Similar Projects</p> <ul style="list-style-type: none"> (i) 3 Similar Projects (ii) 2.00 points for every Similar projects with total area >350 acres and <450 acres 	<p>Please refer Addendum-1 for revised clause</p>
20.	Section-II, 5.2.a Pages 29/30	<p>Evaluation of Qualification Proposal</p> <ol style="list-style-type: none"> 1. Relevant experience of design & detailed engineering for trunk infrastructure for “similar projects” and size of similar projects 2. Relevant experience in PMC services (including work supervision & monitoring) for implementation of trunk infrastructure for “similar projects” and size of similar projects <p>Similar projects shall also be counted under the size of similar projects i.e. same projects can be counted in both the categories as similar projects and size of similar projects. Kindly confirm.</p>	<p>Yes.</p> <p>The Evaluation is for Similar Projects claimed as Experience</p>

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21.	Data Sheet Phase – II (ii) PMC Team Page No 27	General In PMC team, certain positions such as Planning / Scheduling Manager, Contracts Manager, Quantity Surveyor, Safety Manager, are not specifically asked in RFP. Please confirm that, the bidder is free to include additional man power as they may consider necessary.	The RFP specifies only the Key Professionals. It is expected that the Consultant shall appropriately plan a supporting Team with adequate expertise in addition to the minimum specified Key Professionals so as deliver the services as per the Terms of Reference.
Terms of Reference			
22.	(A) General	We understand the project development is in stages. For understanding the project, we request for the size of the project, its boundary, cost outlay, especially under Phase-I.	The tentative details of Plots to be taken up for bidding with Phase-I Infrastructure are enclosed herewith for reference only.
23.	Clause 1 (v) Page 66	“In addition, for direct connectivity to the site from the National Highway, a flyover has been suggested, that is currently being envisaged to be implemented through National Highways Authority of India (NHAI). The implementation of the trunk infrastructure is envisaged to be synchronized / in parallel with the implementation of the flyover”. Our understanding is that the flyover related works are in the scope of NHAI and the works after the down ramp of flyover inside Signature Business Park are only included in this job.	Yes. Considering the integration of Infrastructure components, it is envisaged that the Consultant shall co-operate / co-ordinate with NHAI & its Consultants & Contractor of NHAI for ensuring conflict free, smooth and timely planning / design and implementation of works at the Project Site. The Consultant shall also be required to attend meetings convened relating to the flyover.
24.	Cl. 1.8.1 I.b. Page 70	Site Studies i) Carry out ground verification of topographic survey already carried out including setting up of benchmarks w.r.t the MSL, Airport, Runway, Railway line, High flood line of the drains, surrounding area, nearby lakes, etc. In case adequate, the consultant shall carry out further detailed level of topographic survey (contours at every 0.5 meters interval and spot levels at 5 meters grid), wherever necessary for obtaining a reasonable amount of information	Please refer the e-procurement portal The topo-survey carried out by master plan Consultant (spot levels at 10 meters grid) has already been provided separately alongwith RFP.

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		<p>pertaining to existing ground levels, as may be necessary for fixing of formation levels / design of various infrastructure components.</p> <p>Extent of such survey is to be assessed and we request the client to share the topo-survey details available</p>	
25.	<p>Cl. 1.8.2 b.iii. n</p> <p>Page 80</p>	<p>The Consultant has to issue quantity certificate confirming that 100% of the quantities have been checked and confirmed to have been executed at site under the Supervision of the Consultant.</p> <p>Kindly note that such checking shall be as per code and industry practice.</p>	<p>RFP conditions remain unchanged</p> <p>(Consultant shall be responsible for 100% check for Quality, Quantity and Cost).</p>
26.	<p>Cl. 1.8.2 b. (b)</p> <p>Page 80</p>	<p>The consultant shall be fully responsible for effective time & cost control of the project failing which the Consultant shall be liable for levy of penalty.</p> <p>For all practical purposes, project construction will be administered by the client and PMC facilitates the client in such administering. Hence, the clause needs modifications, as under:</p> <p>“The Consultant shall monitor the time & control the project & report to the client time & cost overrun for corrective action/remedy”.</p>	<p>RFP conditions remain unchanged</p> <p>(The clause pertains to roles & responsibilities in the Scope of Services of the Consultant)</p>
27.	<p>Cl.xv</p> <p>Page 83</p>	<p>Prepare “as-built” final drawings of all completed works.</p> <p>“As-built drawings” shall be prepared by the Contractor, as per standard industry practice. Kindly modify this clause.</p>	<p>RFP conditions remain unchanged</p>

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28.	P 103, Cl. 6.4 (c)	<p>The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such date.</p> <p>Payment to Consultants shall be released within 30 days. Kindly modify the clause.</p>	<p>RFP conditions remain unchanged</p> <p>(This shall be the upper limit and KSIIDC shall endeavor to release early payments to the Consultant)</p>
29.	<p>1.3 Phasing of Trunk Infrastructure</p> <p>page 67</p>	<p>Please clarify the role for Development Area of Phase —II</p>	<p>The role of Consultant does not include services for Implementation of Phase-II of the Trunk Infrastructure, but includes detailed design of the Trunk Infrastructure.</p> <p>Further, the role of Consultant / Contractor includes marking all the plots / Infrastructure (roads, etc.) (for whole Project including for Phase-II) with permanent boundary stones & benchmarks, at Site</p>
30.	<p>Section-V, Terms of Reference</p> <p>Page No. 69</p>	<p>Geo-technical investigation – number of bore hole and trial pits</p> <p>It is essential to provide total number of bore holes and trial pits to be carried out so to judge the exact financial working and also to provide exact quantities at par for all the prospective bidders. Eventually, it helps the KSIIDC to compare apple to apple.</p>	<p>The envisaged development is limited to Trunk Infrastructure. As such, the geo-technical investigations shall be as per respective design codes / guidelines.</p>

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31.	Section-V, Terms of Reference Page 77	<p>Proof checking of design, specifications and execution drawings (in case of PBDPS contracts only)</p> <p>Request to provide list of Contracts/projects to be undertaken on PBDPS so to judge the quantum of works including exact requirements of in-house expertise / individual experts. This eventually helps the KSIIDC to compare various bids apple to apple.</p>	<p>It is clarified that finalization of the Trunk Infrastructure proposal is envisaged in the role of Consultant, who would also based on its experience & expertise, make suggestions to KSIIDC for implementing certain Project components, if any, on PPP/PSP Contracts.</p>
32.	Section-V, Terms of Reference Page 81	<p>Material tests</p> <p>We understand that the Contractor to setup the site laboratory to undertake all the tests on materials wherein the Consultant to witness the same and ensure quality outputs and recording of the test results.</p>	<p>Please refer para (p) on page 81 of (b) Project Management Consultancy Services (PMC) including work supervision and monitoring in Terms of Reference for role & responsibility of Selected Consultant.</p> <p>It is further clarified that the laboratory tests shall be carried out at Site Laboratory / nearest Accredited Laboratory as approved by KSIIDC. Alternatively, subject to prior approval by KSIIDC, the test may be carried out at University Visvesvaraya College of Engineering (UVCE), Bengaluru or any other engineering college in Bengaluru approved by KSIIDC. It is however clarified that it shall be the role & responsibility of the Contractor to set up, operate & maintain the Site Laboratory or to bear the costs pertaining to testing the samples at the nearest Accredited Laboratory (as approved by KSIIDC).</p>

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33.	Section – V - TOR Clause 1.8.1, Point (b) Page No 70	<p>Site Studies: Topographic Survey, Geo-technical investigations, data collection / documentation etc</p> <p>Please confirm that the consultant is free to appoint sub-consultant/contractor for any specific tasks to complete the given scope of work.</p>	<p>Please refer Clause 3.3 (xv) of Section-II, whereby Credentials of individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, if any proposed alongwith their role proposed, for approval of KSIIDC.</p> <p>In case of any sub-Consultant not finalized at the time of the Proposal submission, the prior approval of KSIIDC shall be obtained prior to appointing such sub-consultants, during the term of the Agreement.</p> <p>Notwithstanding any condition, the primary responsibility of the services shall vest with the Consultant.</p>
34.	Section V - TOR cc) Defect Liability Period Page No. 84	<p>Duration of Defect Liability Period</p> <p>Please inform the duration of contractor Defect liability Period for which consultant will deploy Dy. Team leader.</p>	<p>The Defect Liability Period of Contractor shall be recommended by the Consultant, depending upon the respective Trunk Infrastructure components on a case to case basis.</p> <p>However, the deployment of Dy. Team Leader at Site has been envisaged for the defect liability Period.</p>
35.	P 84, Cl. X) ii)	<p>The quality of the services shall be ensured by deployment of resources — personnel and equipment and through regular interaction with KSIIDC.</p> <p>Kindly correct the clause as under : "Consultant shall organize all the tests required in the field lab established by a Contractor and with regular interaction"</p>	<p>RFP conditions remain unchanged (Please refer to response to Query at Sl. No.32 above)</p>

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36.	1.8: Detailed Scope of Services — 1.8.1 PART A: PRE-EXECUTION STAGE (Page-76)	<p>The Consultant to Provide all the necessary assistance to client, including providing clarifications, if any, for obtaining the requisite approvals from the concerned authorities/Departments for timely implementation of the project.</p> <p>We understand that the Requisite Approval from KPTCL and BESCOM for the Power Infrastructure Design data and Implementation Schedule will be taken care/approached by Client and Consultant will assist accordingly. Kindly Confirm.</p>	The Consultant shall prepare the needful applications, needful documentation including designs, drawings, estimates, standards & specifications, reports, bid evaluation report, implementation schedule, etc, The Consultant shall assist KSIIDC in pursuing the necessary approvals, including attending meetings, providing clarifications, if any, etc.
37.	1.8: Detailed Scope of Services - 1.8.2 Part B : EXECUTION STAGE (Page-81)	<p>p) (ii) Inspection & certification of quality for material/Equipment procured by Contractor by Inspecting the manufacturer's certificates & test results and ensure compliance with the specifications.</p> <p>Kindly clarify, that PMC team will ensure compliance with the specifications only by Inspecting the manufacturer's certificates & test results or will be responsible for FAT (Factory Acceptance Test) Manufacturer's place/factory.</p>	The clause refers to tests for material / equipment, which shall include but not be limited to manufacturers test certificates, factory accepted tests, on site prior to commissioning tests / trial runs, on site tests after commissioning, calibration tests, etc. including regular/periodically repeating the tests until satisfactory smooth operations after commissioning and also during the Warranty Period & defect liability Period.
38.	aa) Post Construction Phase Satge bb) Project Closure and Documentation (Page – 84)	<p>The consultant shall submit the Operation & Maintenance Manuals.</p> <p>It is requested to reconsider as "Contractor shall prepare and submit the Operation & Maintenance Manuals (in consultation to their respective Manufacturers) to get prior approval from Consultant & KSIIDC, before the final copy in soft & hard are submitted." Therefore, clause bb) shall prevail, kindly confirm.</p>	<p>RFP conditions remain unchanged</p> <p>It is further clarified that clause bb) refers to role of Contractor in case of PPP/PSP, EPC / Turnkey contract components only</p>

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39.	Page 70, 72, 76	<p>Statutory approvals such as BIAPPA, BWSSB, BESCO, AAI, KIADB, MOEF, NHAI etc We assume that all applicable fees for statutory approvals shall be paid by KSIIDC directly. Also it is presumed that the technical co-ordination with the concerned departments will be done by the consultant - Please Confirm</p> <p>IGBC certification of Master plan. We assume that all applicable statutory fees for IGBC certification will be borne by KSIIDC. Please Confirm.</p> <p>Tender floating It is assumed that the cost towards newspaper advertisements for all tenders shall be borne by KSIIDC. Please Confirm.</p>	All statutory fees payable to statutory authorities, to IGBC, cost of advertisements for tender for selection of Contractor shall be borne directly by KSIIDC.
40.	Page 70	<p>Soil investigation and topographical survey Cost towards conducting of field investigation works will be borne by KSIIDC. Please Confirm.</p>	Costs of Soil Investigations & Topographic Survey shall be borne by the selected Consultant.
41.	Terms of Reference	<p>Meetings with KSIIDC / Government officials Please confirm the number of official meetings to be held at Bangalore to access the optimum consultant cost.</p>	The meetings with KSIIDC / Government Officials shall be on a continuous basis during the period of services and the consultant's team is required to make themselves available for attending the same to ensure timely completion of the envisaged Trunk Infrastructure.

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42.	Terms of Reference	Infrastructure buildings related to Water supply, Sewerage, Power, Solid waste management, IT etc Kindly indicate the list of anticipated buildings related to trunk development.	It is clarified that finalization of the Trunk Infrastructure proposal only is envisaged in the role of the Consultant. (The extent of Buildings shall be limited to Sub-station, Pump rooms, Security Cabins and central command office as specified in the Terms of Reference).
Form of Contract			
43.	Pg No. 109- D. Penalties- c. Penalty for deficiency in Services	Penalty for deficiency in Services: In addition to the Penalty, as specified, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarment for a specified period may also be initiated as per policy of the Client. Client to kindly specify clearly the basis of quantifying minor deficiency. We understand that aggregate of all penalties will not exceed 10% of the contract value. Client to kindly confirm.	Deficiencies of Consultant shall include errors, mistakes, ignorance to ground conditions, non-deployment of committed Team, non-availability of Consultant / Team Leader without prior consent of Client, etc. leading to wrong recommendations to Client, Delay in services, implications on Project Costs, etc. Please refer Addendum-1 for revised clause pertaining to aggregate extent of all penalties.
44.	Clause 3.10 of General Conditions of Contract (GCC) & Clause 6.1 of Special Conditions of Contract (SCC)	The Clause 6.1 of SCC contains clauses which caps the penalty on account of error / variation in reports i.e. upto 10% of total contract price or in case there is delay completion of the Project upto 10% of Contract Value. But there is no separate clause in the contract which limits the total liability of the Client. Further, Clause 3.10 of GCC talks about the indemnity on ground of conflict between consortium parties. But, there is no capping on the same. The liability / indemnity of the Consultant shall be limited up to the total amount of fees received by the Consultant till the date of arise of such	Please refer Addendum-1 for revised clause pertaining to aggregate extent of all penalties.

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		<p>liability / indemnity The driving language for the purpose should be: "Notwithstanding anything contained in the Agreement or elsewhere in connection with rendering of Services on the Project, the maximum aggregate liability of the Consultant pursuant to any covenant and/or any indemnities under no circumstances shall ever exceed the amount of the fees received by the Consultant as on the date of raising of claim by the Client."</p>	
45.	<p>4C.Breakdown of Costs Page No 56</p> <p>SCC, clause 6.2 (a) Page no.109</p>	<p>*The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.</p> <p>No Price Adjustment is provided for in this Agreement.</p> <p>Please confirm that the condition given in page number 56, under 4C is valid and accordingly make the changes in SCC clause 6.2 (a) Page no.109.</p>	<p>The Condition as per Clause 6.2(a) of SCC of draft agreement (page 109) shall prevail.</p>
46.	<p>Clause 4.5 of GCC on page 99</p>	<p>Removal and /or replacement of personnel.</p> <p>Except as the client may otherwise agree, no changes shall be made to the key personnel. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <ol style="list-style-type: none"> 1. On page 105, Clause 4.5 c point ii, it is stated the for substitution of one key personnel shall be permitted subject to reduction remuneration equal to 20% of the total remuneration and 50% of the total remuneration for the 2nd replacement. We request you to remove the replacement penalty. 2. The consultant shall take utmost care to ensure that the proposed key 	<p>Please refer Addendum-1 for revised clause</p>

Re-tender - Response to Pre-bid Queries

Sl. No.	Clause No.	Query	(Draft) Response
		<p>personnel should be available for the entire duration of contract. However, in certain cases replacement is unavoidable due to various reasons beyond Consultant's control. As a standard practice, replacement of a person with equivalent or better personnel / qualifications is allowed in such appointment. Please confirm the acceptance to the same.</p>	
47.	<p>Special Conditions of Contract Clause 6.1, clause. B Page No: 107, 108</p>	<p>Penalty Damages for delay In case of delay in completion of Services, Penalty not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed.... We request you to modify this clause as per standard practice as given below: In case of delay in completion of Services, Penalty not exceeding an amount equal to 0.5% (zero point Five percent) of the Agreement Value per Week, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed....</p>	<p>Please refer Addendum-1 for revised clause pertaining to aggregate extent of all penalties.</p>
48.	<p>Special Conditions of Contract Clause 6.1, clause. e, Page No: 109</p>	<p>Contract Performance Security Please confirm the percentage of Contract Performance Security</p>	<p>Please refer clause 2.1 of SCC (The Performance Security shall be for 10% of the Contract Value)</p>

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Sl. No.	Clause No.	Query	(Draft) Response
49.	Page No. 92, Section-VI, Contract for consultancy services	<p>Location: the services shall be performed at Bengaluru as well as Devenahalli, Karnataka, India</p> <p>We understand that for the output based lump sum contract (detailed design & bid process up to selection of Contractor), the selected consultant can operate from their home office wherein the Team members shall visit site and client as and when require attending the meetings and clarifications while for the PMC, the team shall be stationed at the Site.</p>	The consultant's team is required to work from Bengaluru Office (either existing or to be established) for ensuring timely completion of the envisaged Trunk Infrastructure.
50.	Page No. 105, Section-VI, Contract for consultancy services	<p>Penalties / Liquidated Damages and all other penalties</p> <p>We understand that the total penalty / LD is limited to 10% of the Contract value. Further, penalty/LD shall not impose if the delay by the contractors or by the KSIIDC (approvals and others). Also, additional fees shall be worked out for the Consultant in case of delay by the Contractor wherein the Consultant to extend his services.</p>	<p>Please refer Addendum-1 for revised clause pertaining to aggregate extent of all penalties</p> <p>The following is clarified:</p> <ul style="list-style-type: none"> • The Penalty shall be imposed in case of reasons attributable to the Consultant only. • No additional Fees shall be paid in case of any delay in execution of works as Preparation of Project implementation schedule and monitoring of timely implementation is the role of Consultant.
51.	Cl. 6.2 (SCC) Page 109	<p>The other actions are:</p> <p>(i) Issuance of meeting proceedings</p> <p>(ii) Public & Press Statements / releases pertaining directly or indirectly to the Project</p> <p>(iii) Representing client in any public / Private / Govt. Forum</p>	The clause pertains to obtaining Client's prior approval in writing prior to such actions by Consultant.

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Sl. No.	Clause No.	Query	(Draft) Response
		(iv) Sharing of project information This Clause is not understandable. Kindly provide clarity.	
52.	P 109, Cl.6.2 (a)	No Price adjustment is provided for in this Agreement. As per Clause SC 6.2 (a) of KTPP Act, given hereunder, Price Adjustment is required for Consultancy Works. "Remuneration paid pursuant to the rates set forth in Appendix E shall be adjusted every twelve (12) months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the contract) by applying a factor of 6% per annum." Which can be further modified keeping in view of the inflation rates and general salary increase for the year. Kindly include the clause.	RFP conditions remain unchanged
General			
53.	General	No clause for Change in Applicable Law related to Taxes and Duties. If any rates of Tax are increased or decreased, a new Tax is introduced, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly or indirectly impacts tax liability of Consultant in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value.	RFP conditions remain unchanged
54.	Annexure 1 to RFP Infrastructure Plan	Infrastructure Plan The projected population for this development is 3,27,649. It appears this estimate is excessive. Please clarify as it will impact the infrastructure requirements beginning from potable water. Utility Corridor Although the RCC box for accommodating all utilities will save the space	Currently, only a preliminary Trunk Infrastructure proposal / plan has been prepared. It is clarified that finalization of the Trunk Infrastructure components, sourcing, design and detailed costing thereof is envisaged in the role of the Selected Consultant. Funding for the Project has been

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Sl. No.	Clause No.	Query	(Draft) Response
		<p>required when compared to constructing them conventionally, these RCC boxes are cost prohibitive. In addition, we cannot accommodate gravity pipelines inside these boxes nor the natural gas pipeline in confined space.</p> <p>Sewage and Wastewater Management Even well maintained STPs generally cause odors and a nuisance to the neighbors. In this regard, we suggest that you consider a single location especially it is your intention to increase the capacity modularly as the population increases.</p> <p>Project Cost Please provide the project budget or project estimated cost.</p> <p>We understand the project development in stages. Project funding may be with certain a mix of Govt. of Karnataka, allocation and Institutional funding. For Understanding the project, we request for the size of the project, its boundary, cost outlay, especially under Phase-I. We request for sharing the funding arrangement.</p> <p>Water Supply Please provide potable water commitments off 450mm water main for us to ensure it has adequate capacity to serve both KIA and our development.</p> <p>Electrical Infrastructure: The electrical load estimated for the project is 85.4MVA, the diversity factor for the estimated load has been calculated at two levels i.e. individual district level and secondary substation level. - We understand that for the projected load of 85.4 MVA it is suggested for 220/ 66 Substation instead of 66kv</p>	finalised.

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Sl. No.	Clause No.	Query	(Draft) Response
		<p>substation. Client to kindly clarify.</p> <p>8 Nos of 33/11 kV substations shall be connected via 33 kV grade XLPE/SWA/PVC insulated Aluminium cables. - These 33 kV/11 kV substations shall be located at strategic locations in all the different districts of the master plan depending on the load demand - We understand that 33/ 11KV network is not existing in the region under this SEZ. Client to kindly clarify.</p> <p>Mass Transit An extensive mass transit network is planned for the master plan area. This Mass transit network is envisaged to be comprising of Tram/ Electric guided bus. This mass transit network runs along mixed traffic in vehicular roads and also on a guided predictable path along the pedestrian ROWs. In order to make the Mass transit system more efficient, it is proposed to connect the mass transit facility to the proposed airport metro and proposed BIAL railway halt station. - Client has shared an option of tram which requires statutory approvals at multiple levels for implementation along mixed traffic in vehicular roads. Client to kindly confirm whether this is feasible within the specified time proposed.</p> <p>MLCP The parking for Convention Centre shall be provided in the basement within the Convention centre complex itself. - During master plan review can the consultant consider MLCP as an additional option. Client to kindly clarify</p>	
55.		<p>Preliminary master plan</p> <p>Please provide:</p> <ol style="list-style-type: none"> 1. the preliminary master plan already developed and approved by KSIIDC for preparation and submission of technical proposal. 2. The Phasing master plan prepared by KSIIDC 	The Master plan prepared is provided separately for reference only and is subject to approval / changes, if any / as required.

**RFP For Consultancy Services: Detailed Design for Trunk Infrastructure & Project Management
Consultancy (PMC)**

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