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1	Section 3	3-7. & 3-8.	2.1.2 & 2.1.3	Conduct Geo-technical investigations and sub-soil explorations adopting relevant IS codes for the proposed structures and other locations as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. Submit interpretative soil investigation report and input data for structural and foundation design for individual buildings/ structures/ equipment etc. If the geotechnical investigation is outsourced, the company selected by the Consultant for this purpose shall be approved by the Client before the start of such works. Topographical Survey drawings of the whole area,	With reference to the NIT document, the following are our queries:- We request that Soil investigation and topographical survey are directly engaged by CMRL and paid for directly by CMRL. The Consultant shall provide all required support for the same. We request that the same is removed from the scope of work of the Consultant.	Not agreed. Original contract scope prevails.	No
2	Section 3	3-7.	2.1.1 (d)	Estimate/Traffic Forecast for the passenger/public/tourist/footfall inflows over next 10 years.	The Consultant is expected to carry out Estimate/Traffic Forecast for the passenger /public / tourist / footfall in flows over next 10 years. Traffic forecast will depend on the projected traffic expected in transit between all the railway stations which have already been planned by CMRL. Therefore, we request that this may be removed from the scope of work of the Consultant.	Not agreed. Original contract scope prevails.	No
3	Section 3	3-7.	2.1.1 (g)	Propose a revenue model to ensure self-sustaining maintenance of the central square.	We request that revenue model proposal is not included in the scope.	Original contract scope remains.	No
4	Section 3	3-7.	2.1.1 (f)	Conduct technical feasibility and financial viability of the project.	If we are expected to carry out the financial feasibility and if this does not exist, then kindly inform us what happens to the Contract between the Consultant and the Developer.	Financial viability deleted. Refer Addendum	Yes
5	Section 3	3-11.	2.1.5	Obtaining approval from the local authority/stakeholders for final master plan & building plans.	We request EIA approval and Local authority approvals are directly obtained by CMRL by engaging specialist for this. The Consultant will provide all technical support for the same.	Consultant should obtain all the necessary approvals as Employer's representative . CMRLwill facilitate	No
6	Section 3	3-7.	2.1.1 (a)	Project area improvement report & implementation strategies. The Consultant shall collect details of the important physical features of the site. These features should include buildings and structures, monuments, trees, plantations, utility services such as electric and telephone lines (O/H & U/G) and poles, optical fibre cables (OFC), etc.	We request that survey of underground and above ground utilities are excluded from the scope of the Consultants.	Not agreed. Original contract scope prevails.	No
7	Section-6	4	Part II	Financial bid summary	CMRL have requested for the fees to be quoted in Lumpsum. However, the extent of project is still not clear, making it difficult for us to work out the costing. We request CMRL that fees be submitted on percentage basis as recommended by Council of Architecture.	Not agreed.Original contract condition prevails.	No
8	Section-4	2	2.1	Evaluation & Qualification criteria Under 2.1 Consultant's Experience for DDC works, it is stated as Experience in detailed design and Drawings for the Civil, Architectural, Landscaping, MEP, VAC of commercial-malls cum residential complexes / institutional / bus-terminus cum commercial / mixed-use / transit oriented development /recreational hub / piazza or plaza.	We request that experience in large campus, office buildings, design of Metro stations are included as relevant experience.	Agreed. Subject to the works like office buiding, large campus involves the items mentioned in Qualification criteria, then that may be considered in the evaluation	No
9	Section-1	3	NIT		We request relaxation on the EMD charges.	Not agreed.Original contract condition prevails.	No
10	Section-3	3-2.	1.7	Lead Design Checker	Please confirm if the Lead Design Checker can be part of any one of the JV companies.	No.	No

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11	Section-3	3-2.	1.3	Keeping in view the design period of 6 months, the procurement of contract period of 4 months and the construction duration period of 24 months, it will be necessary to carefully plan the activities for efficient execution.	The period for design and procurement (6 + 4) appears to be less. Can this be extended?	Considered. Please refer Addendum.	Yes
12	Section-1	3	NIT	Tender Security Amount (EMD) - Rs. 15,58,000 (Rupees Fifteen lakhs Fifty Eight Thousand only)	A) Sir, the EMD seems to be on the higher side. We hereby request you to kindly reduce it to Rs. 5, 00, 000 (Rupees Five Lakhs). B) Also we request you to accept Bank Guarantees towards EMD Payments.	A) Not agreed. B) BG is allowed for EMD. Please refer Clause 14.1, Tender Security of ITB.	No
13	Section-2	14	14.1	Tender security	Also we request you to accept Bank Guarantees towards EMD Payments.	BG is allowed for EMD. Clause 14.1, Tender Security of ITB is self explanatory.	No
14	Sectio-3	3-30.	Enclosure 2,	Age Limit of Key Professional Staff:* Not exceeding 60 years on the the date of submission of the proposal	Please relax the age limit	Considered. Please refer Addendum. Age limit is 65 years	yes.
15	Sectio-3	3-2.	1.7	The consultant shall appoint a suitably qualified experienced person(s) to act as the Lead Design Checker by engaging staff from a reputed external consulting firm subjected to prior approval of client. The Lead Design Checker shall not produce any of the design or temporary works designs as a part of the consultant's team.	Please specify whether the Lead Design Checker should be appointed and mentioned in the proposal itself. If yes, please clarify what will happen to the proposal if the CMRL, during evaluation, is not satisfied with the Lead Design Checker appointed by the bidder.	Not required. It should be proposed and approved by CMRL in line with clause 1.7 of Terms Of Reference, Section 3 after signing of the agreement.	No
16	Section-1	3	NIT	Earnest money deposit	In the Central Square project, the estimated total project cost is mentioned as *Rs.400 crores*. The Consultancy Fee will be a small percentage of the above. Therefore the EMD for *Consultancy* can be substantially *lesser than Rs. 15,58,000* (as mentioned in the RFP) We request you kindly consider this and revise the EMD amount.	Not agreed. Original Contract condition prevails	No

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17	Section 3	30-33	Enclosure 2,	QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL STAFF	Please reduce the 'total professional experience' required for the Key Professional Staff equal to the required 'Experience in relevant works' (ie., 15 years for the Team Leader and 10 years for all other Key Professional Staff)	Not Agreed.	No
18	Section-1	3	NIT	Earnest money deposit	Any discount on "EMD & Tender document" cost for MSME registered entities	No	No
19	Sectio-3	3-2.	1.7	Lead Design Checker	Its must to provide the Lead Checker CV along with Tender	Please refer query no. 15 above.	No
20	Section-2	14	14.1	Tender security	BANK GUARANTEE FOR TENDER SECURITY is required if we pay EMD as DD taken in scheduled bank	Not required.	No
21	Section-3	3-2.	1.3	General	Kindly reconfirm the Total duration of the project (Design phase - 6 months, Procurement phase - 4 months, Construction phase - 24 months & DLP (24 months = Total 48 months)	Please refer Addendum.	Yes
22	Section-3	3-30.	Enclosure 2,	QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL STAFF	Engineer instead of Degree with 8 years experience can be replace with Diploma Engineering with above 15 years of experience.	Considered. Please refer Addendum.	Yes
23				General	We presume that fee payable to various Government departments for obtaining approvals, certification, etc. will be borne by the client. Please confirm	Yes.Confirmed.	No
24	Section 7 GCC	21	Clause 48		We presume that the Liquidated Damages (LD) clause will be applicable only if the delay is attributable to the consultants. Please confirm.	Yes.Confirmed.	No
25	Section-3	3-2.	Clause 1.4	During the Construction phase, the experts along with site engineers will carry out the day-to-day administration and supervision of the construction works including quality control, testing, etc."	Since we have to deploy the experts along with site engineers on day-to-day basis during construction phase, we respectfully request you to consider additional payments over and above the fee quoted in the financial bid for the extended period (i.e. period of construction work beyond the stipulated period of construction).	Not agreed, since the presence of experts during PMC will be on need based.	No
26	Section 7 GCC	16	Clause 38.2	38.2 Mobilization Advance: The consultant shall be eligible for Mobilization Advance up to 5% of the original contract value in two equal installments on receipt of an irrevocable bank guarantee from a PSU Bank in India of the tenderer's choice. The advance shall bear an interest of 12% over existing market rate. The first installment shall be paid within 30 days after the submission of the bank guarantee. The second installment shall be paid after satisfactory utilization of the first installment of the advance has been confirmed by the Employer. The bank guarantee shall be in an amount in Indian rupees and equal to 110% of the requested Advance amount in the format provided in the ITB. The bank guarantee shall become null and void when the full amount for the advance payment has been recovered by the Employer".	i) Since mobilization advance of 5% is released against Bank Guarantee, interest for the advance payment need not be insisted. Therefore, we respectfully request you to provide interest free mobilization advance. ii) We respectfully request your goodself to accept Bank Guarantee in an amount equal to 100% of the requested advance amount instead of 110%. Kindly consider.	i) Not agreed. .ii) Not agreed. Please Refer Addendum For Correction in interest rate.	Yes

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27	Section 3	3-2.	Clause 1.7	1.7 Lead Design Checker The consultant shall appoint a suitably qualified experienced person(s) to act as the Lead Design Checker by engaging staff from a reputed external consulting firm subjected to prior approval of client...".	As per the above, we understand that a Lead Design Checker shall be appointed by the consultants on approval of client. However, remuneration of the Lead Design Checker and the related travelling cost, etc. will be borne by the client over and above the quoted fee. Please confirm.	LDC will be appointed by the consultant only and quoted fee should be inclusive of remuneration and other costs of LDC	No
28	Section 3	3-2.	Clause 1.4	1.4 The Consultant is required to operate from an office in Chennai. During the preconstruction and Procurement phase, the office will have experts performing project preparation activities. During the Construction phase, the experts along with site engineers will carry out the day-to-day inistration and supervision of the construction works including quality control, testing, etc."	We presume the deployment of personnel as follows: i) During preconstruction and procurement phase, the proposed team is required to render services from the consultants home office. However, the experts will be available to the client as and when required. ii) During construction phase, the proposed construction supervision team is required to be deployed at site on full-time basis. Please confirm.	Please refer Addendum	Yes
29	Section 7		29.3	PERFORMANCE GUARANTEE	Please let us know the duration of the Defects Liability Period.	Refer 29.3 of GCC and Appendix-1 of contract forms, Item No vi	No
30	Section-3	3	Enclosure 2,	Qualifications and Experience of Professional Staff* The qualification and experience requirements for the Professional Staff as given below type of contract document used, etc. Bidders shall fill PER-1 & PER-2 in Section-5: Technical bidding forms.	*Proposed Modification:* In addition to requirement of educational qualification, kindly also mandate certain minimum no of eligible assignment to gauge Quality of experience which is more important than the length of experience. Therefore we suggest for: a) *Team Leader:* Minimum 3 no of Eligible assignments of value greater than Rs 100 crores of similar nature. b) *Other Personnel Staff:* Minimum 2 no of assignments of value greater than Rs 100 crores of similar nature.	Not agreed.	No
31	Section-3	3	Enclosure 2,	*Team Leader* *Educational Qualification* - Post graduate in Civil Engineering / Architecture (Registered by Council of Architecture or equivalent) *Age Limit -* Not exceeding 60 years on the date of submission of Proposal	*Proposed Modification:* *Educational Qualification*-Graduate in Civil Engineering / Architecture (Registered by Council of Architecture or equivalent) *Age Limit -* For private sectors the age limiting of 60 years is very restrictive as experienced professional continue to work post retirement. We proposed the age limit be revised to 70 years	Regarding age limit please refer query no. 14 and for revised educational qualification please refer addendum.	Yes
32	Section-3	3	Enclosure 2,	*Senior Architect* *Total Professional Experience - *Min. 15 years	Proposed Modification:* *Total Professional Experience - *Min. 10 years Quality of experience should be given more emphasis then the length of experience. Therefore, total minimum professional experience may be revised to 10 years and additional criteria of minimum 2 no of eligible assignments may be added.	Not agreed. Since this being vital expert for the project.	No

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33	Section-4	6	Sl.No.2.4	Evaluation & Qualification Criteria:* In Eligible and qualification Criteria for Key personnel : a) As per Enclosure-2 of ToR- 10 points b): *90-100% of qualifying experience as per ToR - 8 points*	Clarification sought:* Please provide the basis for quantifying the qualifying experience so that the bidder can assess the % of qualifying experience met by the proposed Key personnel.	The qualifying experience complying with TOR will be considered 100%. Those who satisfy 90-100% of qualifying experience complying with TOR will be awarded points as mentioned in TOR.	No
34	Section-4	6	Clause 2.3.3	*Eligibility & Qualification Criteria:* Average annual turnover in the last 5 years should be *above 4.6 cr.*	*Proposed Modification:* Average annual turnover in the last 5 years should be *above 4 cr.* Architecture firms typically do not have such a high turnover figure. Therefore to attract the right pool of bidders it is suggested that the requirement of the financial turnover be revised.	Not agreed.	No
35	Section-2	9	Clause 9.2.1	*Instruction to Bidder:* A copy of the Joint Venture Agreement with its Technical Proposal signed by all members to enter into the JV indicating parts of work to be executed by the respective members, and	Clarification sought:* Please clarify the maximum no of Partners/ members allowed in the Joint Venture/ consortium.	There is no capping on the maximum no of partners/members allowed in the joint venture/consortium. In case of Non-Indian firm, their Indian partner(minimum one) should have a minimum participation Interest of 30%	No
36	Section 4	6	Clause 2.3.3	Evaluation & Qualification Criteria:* Joint Venture must meet requirement	Clarification sought:* Please clarify that whether Lead firm fulfill the requirement or any one of member meet the requirement.	JV combined should fulfil the criteria.	No
37	Section 2	9	Clause 9.4	A non-Indian firm is permitted to apply only in a Joint Venture or Consortium arrangement, with their wholly owned Indian subsidiary, which must be registered in India under the Companies Act – 1956, or with any other Indian firm, which will have a minimum participation interest of 30%.	We request client to please clarify whether wholly owned Indian subsidiary can be a lead partner where technical capability is fulfilled by the parent company. Please confirm.	Original Contract condition prevails	No
38	Section 2	13	Clause 13.4	Financial bids shall be opened in the presence of consultant's authorized representatives, and the total prices shall be read aloud and recorded.	We understand since evaluation criteria is Quality cum cost based selection so technical scores will be announced so that consultant can understand the final outcome of financial opening. Please confirm.	No.	No
39	Section 2	14	Clause 14.1	A Tender Security in the form of a Bank Guarantee for the amount mentioned in NIT, from a Public sector undertaking bank based in India of contractor's choice will be required to be submitted with each tender, with a validity period of 236 days from the last date of submission of tender and with a provision that it shall be suitably extended on the request of CMRL.	As many companies have their corporate accounts in scheduled banks which are duly registered as per RBI's act so we request you to please include any scheduled bank, as well to issue a Bank Guarantee.	Not agreed. Original Contract condition prevails	No
40	Section 2	15	Clause 15.3	The location of central/main office of the consultant shall be such as agreed with CMRL, but shall in any case be located in Chennai only for better coordination.	<ul style="list-style-type: none"> We understand that for design phase consultant shall set up a coordination office in Chennai to coordinate with CMRL officials. However, consultant will carry out design at design centre in India and France. Also for construction supervision, activities will be carried out from Chennai site office so as to comply with the terms of reference. Please confirm. 	Please refer clause 1.4, section 3 and addendum.	Yes
41	Section 3	3-2.	Clause 1.3	Keeping in view the design period of 6 months, the procurement of contract period of 4 months and the construction duration period of 24 months, it will be necessary to carefully plan the activities for efficient execution.	We understand that six months duration allocated for design works is insufficient as per the scope of work. We request you to please extend it by 15 months.	Considered. Please refer Addendum.	Yes

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42	Section 3	3-5.	Clause 1.1.2	The Consultant shall also prepare and submit the following reports from time to time to the Client: 1. Construction Supervision Manual – 4 copies 2. Operation and Maintenance Manual – 4 copies 3. Special Reports/Engineering Reports/Environmental Compliance Reports -4copies	We understand that consultant will have to submit Construction Supervision Manual and Operation and Maintenance Manual only once in order to comply with terms of reference of the RFP.	Considered. Please refer Addendum.	Yes
43	Section 3	3-7.	Clause 2.1.1(I)	Preparation of Detailed Project Report Evaluate and suggest training and capacity building needs of the community, management personnel and other stakeholders	We request client to please elaborate the scope for training and capacity building activities along with the kind of trainings that are expected from the consultant.	Consultant to suggest , if applicable.	No
44	Section 3	3-8.	Clause 2.1.1(v)	Master/Concept Development stage Consultant shall also be responsible to arrange Environmental clearance if required. Client shall reimburse only statutory charges, levied by any Govt. agency for this purpose.	As a general practice, client arranges for all the environmental clearances and consultant helps in providing the necessary documents required for the same. Please confirm.	Consultant should obtain all the necessary approvals as Employer's representative . CMRL will facilitate	No
45	Section 3	3-10.	Clause 2.1.4	Conceptual plan approval stage Waste management and recycling proposal.	We understand that waste management is a specialised job and in order to carry out this activity a waste management expert is required. We thus request client to make a provision of waste management expert along with required qualification criteria.	Not agreed. All other experts whose role is marginal and required should be included in the overall price	No
46	Section 3	3-11.	Clause 2.1.5	Presentation to various stakeholders/authorities for clearance/approval. e) Obtaining approval from the local authority/stakeholders for final master plan & building plans. f) Obtaining necessary approvals from forest department and other local/ statutory authorities required for execution of project.	We understand that as a general practice, client will get all the clearances and approvals and consultant will assist the client by providing the necessary documents required for the same. Please confirm.	Consultant should obtain all the necessary approvals as Employer's representative . CMRL will facilitate	No
47	Section 3	3-11.	Clause 2.1.6	Detailed Design Stage e) reinstatement/ rehabilitation plan,	In order to carry out this activity, an R&R expert is required. We thus request the client to make a provision of R&R expert along with qualification criteria.	Not agreed. All other similar experts whose role is marginal and required should be included in the overall price	No
48	Section 3	3-11.	Clause 2.1.6	Detailed Design Stage Approval clearance of the Building Plan and Services by Local/ Statutory Authorities (if required) before start of execution of works.	We understand that as a general practice, client will get all the clearances and approvals and consultant will assist the client by providing the necessary documents required for the same. Please confirm.	Consultant should obtain all the necessary approvals as Employer's representative . CMRL will facilitate	No
49	Section 3	3-15.	Clause 2.2.1	Construction Stage viii) Ensure the contractor prepares and implements a suitable Operational Health Safety and Environmental plan.	We understand that Health Safety and Environmental plan is a specialised job and in order to carry out this activity a HSE expert is required. We thus request client to make a provision of HSE expert along with required qualification criteria.	Please refer Addendum	Yes
50	Section 3	3-16, 3-17, 3-18	Clause 2.2.1, Clause 2.2.2, Clause 2.2.3	Construction Stage xxi) Provide adequate supervision of the contractor's work, including matching the working hours of the contractor The other responsibilities of the consultant are broadly listed below: iii) Keep a daily diary which shall record events pertaining to the construction contract, including instructions given to the contractor or any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works Supervision of construction contracts. i) Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction works and where necessary clarify any decision, offer interpretation of the drawings/ specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the client informed and render advice on action, if required. The staff provided for construction supervision, headed by the Team Leader, shall be composed of highly qualified and experienced personnel.	We understand that maintaining daily diary and visiting site at intervals for evaluating construction works are contradictory points. Please clarify. Also as there will be multiple construction packages at various locations and construction work continues round the clock for the contractors. Considering 8 hour shift for consultants and multiple construction packages, provision of two site engineers is insufficient. Thus we request the client to propose adequate number of site engineers for the smooth flow of work at project site.	Please refer addendum. Key staffs proposed in the contract is minimum requirement. Additional staff required for supervision to be engaged within the cost quoted	Yes

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51	Section 3	3-18.	Clause 2.2.3	Supervision of construction contracts The Consultant shall make alternate arrangements for any leave/holiday of the Site Engineers.	Referring to the query no.14, 8 hour shift for consultants and multiple construction packages, provision of two site engineers is insufficient. Thus we request client to propose adequate number of site engineers for the smooth flow of work at project site. However, consultant will provide coverage of work on site on for any leave/ holidays, by rotating staff so as to comply with terms of reference	Please Refer query No.50	No.
52	Section 3	3-19.	Clause 2.2.3	vii) If there is no activity at site due to suspension of work for any reason, the supervision period will be extended accordingly without any cost to Client.	In the event, delay happened for any reason beyond the consultants scope, price adjustment will be considered for any extension in the duration of the construction period (24 months as indicated in the TOR)	Please Refer Addendum	Yes
53	Section 3	3-19.	Clause 2.2.4	Post Construction Stage ii) Taking No Objection Certificates from Fire/ Forest/Environment departments etc. (as required as per extant rules of the area).	We understand that as a general practice, client will obtain the No Objection Certificates from Fire/ Forest/Environment departments etc. and consultant will assist the client by providing the necessary documents required for the same. Please confirm.	Consultant should obtain all the necessary approvals as Employer's representative. CMRL will facilitate	No
54	Section 3	3-26.	5	iv) The information furnished in PER 1 and 3 is provided for the purposes of evaluation of the Technical Proposal.	We request client to please provide form PER 3.	PER 3 deleted.	Yes
55	Section 3	3-26.	5	v) The Consultant shall maintain an Attendance Register (man-hours also).	We request client to please elaborate what is client's understanding of maintaining attendance register as per man-hours. And how does client want to validate such information.	Format to be agreed upon mutually after award	No
56	Section 3	3-27.	10	a) Not performing the Services as per the Contract for Consultant's Services and undue delay in submission of reports during the Preliminary Project Report, Detailed Project Report and Procurement phase and the Supervision phase	We understand client will not levy any penalty for any reason of delay/deficiency of service that is not attributable to the consultant.	Yes	No
57	Section 3	3-29.	Enclosure 1,	ENCLOSURE 1 Staff Requirement for DDC & PMC Works	1. After reviewing the RFP we envisage the requirement of following experts in addition to the list of experts mentioned: - R&R Expert - Geotechnical Expert - Waste and Water Management Expert - Traffic Expert - HSE Expert - Urban Planner 2. Also considering the quantum of work we understand that provision of two CAD Expert is inadequate. 3. During construction supervision phase, two number of site engineers and one number of Safety Engineer is inadequate. Thus we request to you to make necessary provisions for the above mentioned key experts for smooth implementation of the project.	Please Refer query No.50	No
58	Section 3	3-30.	Enclosure 2,	ENCLOSURE 2 QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL STAFF II Essential Experience b) Experience in relevant works Team Leader Min. 15 years' experience in design & construction supervision of similar work including national & international experience	We request client to clarify for 'international experience' whether work on international projects done from India will be considered or projects carried from office outside India will be considered. Example : Foreign Parent company gives various works related to international projects to its 100% wholly owned Indian subsidiary company to be executed by their technical teams which gives experts exposure of working on international projects as per the international client's terms of reference and standards.	Supporting Documents establishing International experience in both cases should be submitted for evaluation	No
59	Section 3	3-30.	Enclosure 2,	Team Leader	We understand that as scope of work involves preparing detailed designs and construction supervision activities. So as to give justice to work we propose to have separate Team Leaders for detailed designs and construction supervision activities. Please confirm.	Original Contract condition prevails. Team leader will be the same for detailed design and for construction supervision (PMC).	No

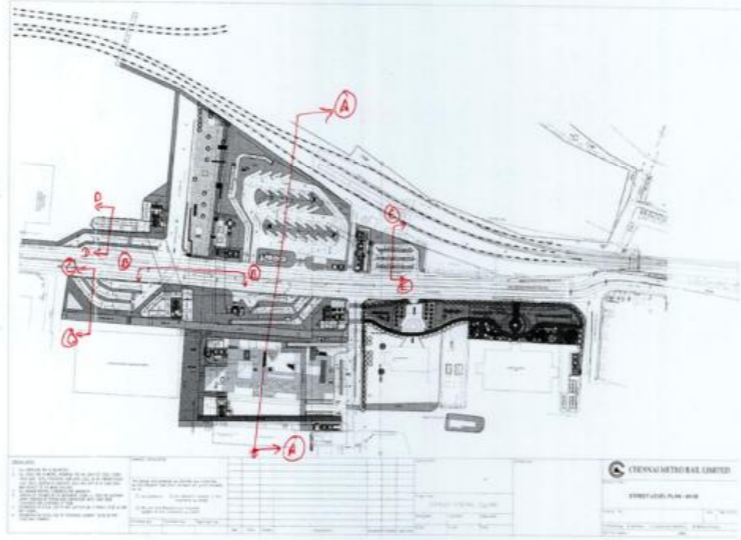
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60	Section 3	3-34.	Enclosure 2,	Senior Structural Engineer (Design) b) Experience in relevant works Min. 5 years' experience Geotechnical Investigation and Structural design adopting latest technology	We understand that geotechnical investigation is carried by geotechnical engineer and structural engineer will not have geotechnical experience. We thus request the client to make provision of Geotechnical Engineer along with qualification criteria.	Please Refer query No.50	No
61	Section 3	3-35.	Enclosure 2,	Environmental & Landscaping Engineer	We understand that Environmental Engineer and Landscaping Engineer are two different expertise. Thus we request client to please split these positions and provide qualification criteria for each of the position.	Please Refer query No.50	No
62	Section 3	3-36.	Enclosure 2,	MEP Engineer	Considering the complexity of project we propose to make provision of three key experts, i.e electrical engineer, HVAC Engineer, Plumbing Engineer.Pleaseconfirm.	Please Refer query No.50	No
63	Section 3	3-36.	Enclosure 2,	Safety Engineer	We understand as there will be multiple construction packages and safety is a major aspect that is taken into consideration during construction activities. So one safety engineer will be in adequate to fulfill the requirement of the Terms of Reference.Thus we request client to propose adequate number of Safety Engineer.	Please Refer query No.50	No
64	Section 4	2	Clause 2.1.2	1.EVALUATION & QUALIFICATION CRITERIA TECH-2A with client certificates Must meet requirement for 20 points	We request client to please provide the criteria for scoring 20 points for this criteria.	Clause is self-explanatory.	No
65	Section 4	3	Clasue 2.1.4	1. EVALUATION & QUALIFICATION CRITERIA EXP-1 Must meet requirement fo rminimum 5 points	We request client to please provide the criteria for scoring 5 points and above for this criteria.	Clause is self-explanatory.	No
66	Section 4	5	Clause 2.2.3	1. EVALUATION & QUALIFICATION CRITERIA TECH-2B Must meetrequirementfor 20points	We request client to please provide the criteria for scoring 20 points for this criteria.	Clause is self-explanatory.	No
67	Section 5	5	2	2. Experience of the Firm: (ii) Design quality assurance plan. (iii) Details of insurance providers.	We request client to please elaborate the scope and details that are expected from the consultant.	(i)Refer GCC clause 32. A preliminary report of the same to be attached. (ii) Proposed/ Existing PII available shall be submitted	No

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68	Section 5	7 & 8	9	9.Total value of DDC works done at Award & Percentage participation: 10.Total value of DDC work done on completion : 11. Value of similar work done :	We request client to please elaborate what details are required under each category.	9. Value of as mentioned in DDC contract/LOA and Percentage participation in case of JV/Consortium. 10. Value of DDC completed as on 31-10-2015 as certified by client. 11. Bidder may submit the value of works similar to those mentioned in the contract	No
69	Section 5	7	3	3. All the details should be supported by documentary proof e.g. completion certificates from client and concerned Consultant/Architect otherwise it will not be considered.	In case the Client Certificate is not indicating any particular detail. We request the Client to kindly allow the Consultant to submit a "Self Certification" in addition to the Completion certificate with all the requisite explanation/elaboration with a clear undertaking that if any such data or explanations furnished are not true, then the same shall cause disqualification to the Consultant/Consortium. Please confirm.	Not agreed.	No
70	section 5	17	PER-2	Curriculum Vitae (CV) for Proposed Key Experts Note: The CVs of the Key Professional Staff should be signed on every sheet by the personnelconcerned and the last sheet of each CV should also be signed by the authorized signatory of the applicants.	As people are working across the globe so we request client to allow to submit CVs duly signed by the authorized signatory of the applicant. However, the CV with original signatures will be produced before signing of the contract.	Scanned /Fax copies of CVs are acceptable	No
71	Section 6	7		(a) Payment for PMC during construction phase will be made in each IPC (Interim PaymentCertificate) raised by the execution contractor, to the value of percentage (%) in Part IIA: Table 1- Item No.2 quoted for PMC Works of this section).	We understand that payments should be time based and invoices will be raised every month to the client.	Original Contract condition prevails	No
72	section 7	2	Clause 2.6	If there is a conflict in the interpretation of the provisions/ clauses ofAgreement, interpretation of CMRL shall be final	Please confirm that for the sake of fairness, the interpretation of CMRL shall become final only upon the absence of a challenge posed by consultant through the contract's adjudication and arbitration clause.	Yes	No
73	section 7	2	Clause 4	Employer shall give information within "reasonable time"	Considering that the project is lump sum, that time is of the essence and that failure to meet milestone dates are subject to liquidated damages, please confirm that "reasonable time" would not in any case exceed 15 calendar days after Consultant made the request.	45 days	No
74	section 7	2	Clause 5	On all matters properly referred to it in writing by consultant, the Employer shall give a decision in writing within a reasonable time.	Considering that the project is lump sum, that time is of the essence and that failure to meet milestone dates are subject to liquidated damages, please confirm that "reasonable time" would not in any case exceed 15 calendar days after Consultant made the request.	45 days	No
75	section 7	3	Clause 6	Consultant shall be responsible for collecting data and information from other agencies and organizations.	Considering that the Consultant cannot control the actions of other government agencies, nor has any influence on their actions and processes, please confirm that if the delay in collection of data or information is due to unreasonable delay in the organization or agencies actions, the Consultant shall be entitled to a reasonable extension of time under Clause 49 of the GCC.	Subject to GCC clause 9	No
76	section 7	3	Clause 9	If a Party becomes aware of an error or defect of a technical nature in adocument which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect. The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances which may adversely affect the work or increasethe Contract Price or delay the execution of the Works.	The clause talks about "Works" and "Contractor", terms which are capitalized, but not defined in the agreement. Please confirm what the "Works" and "Contractor" in the clause refer to by adding a definition under clause 1 of GCC, or if they refer to Services and Consultant respectively, in which case it is merely a typographical error.	Please refer Addendum	Yes

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77	section 7	3	Clause 9	Extension of time has to be decided by client within "reasonable time."	Please confirm that "reasonable time" would not in any case exceed 15 calendar days after Consultant submitted the notice.	Shall be dealt case to case basis	No
78	section 7	3	Clause 9	The decision of Employer about extension of time shall be final and binding.	Please confirm that the decision of the Employer will become binding and final only if the Consultant does not challenge the decision through adjudication or arbitration under Clause 55 of GCC within 60 days of receiving the decision of the Client.	45 days	No
79	section 7	3	Clause 9	If the consultant fails to carry out any obligation under the contract, the Employer may by Notice, require the consultant to make good the failure and to remedy it within a specified time.	Please confirm that the specified time under this clause shall not in any case be less than 15 days.	Yes	No
80	section 7	5	Clause 12.2	The Consultant shall at all times give to the Employer or to any other persons authorised in writing by the Employer, access to premises occupied by the Consultant	Please confirm that the access shall be given to client not "at all times" but "at reasonable business hours during the period of performance of of the Services"	Not agreed.	No
81	section 7	3 & 5	Clause 8.3 & 15	Clause 8.3 states that Completion Certificate shall be issued after completion of Services. Clause 15 indicates that Performance Certificate shall be issued after completion of duration of professional liability.	Please confirm whether the two certificates are separate certificates or they are the same.	Two separate certificates.	No
82	section 7	8	Clause 21	In order to prevent and detect fraud, the Employer may at any time: a) Share information about the consultant with other organizations including the police, vigilance, etc.	Please confirm that the organization referred to under this clause are limited to public/government entities or international multilateral organizations tasked with detecting, preventing, or punishing fraud and corruption.	Yes. Confirmed	No
83	Section 7	8	Clause 21	However, should the Employer consider that your conduct or behaviour may be in breach of code of conduct, or that your professional competence has been called into question, Notice may be issued to the consultant requiring explanation in this regard but the consultant will be liable to pay compensation to the Employer if the breach is established.	Please confirm that the compensation payable under this clause shall be limited to actual loss or damage suffered by the Employer due to the conduct or behavior of Consultant which is considered in breach of code of conduct.	Yes. Confirmed.	No
84	Section 7	9	Clause 23	The GCC and TOR States That The Services Are Not Intended To Be Comprehensive And Shall Include Services Which Are Not Listed In Section 3 but are considered necessary for the completion of Services	Please understand that this is very subjective and opens the consultant to potential services that it did not price in its offer. It is suggested that the services not listed in Section 3 that the consultant shall be expected to perform shall be services which are considered minor and ancillary. Any additional services not listed in Section 3 should be considered a variation and should be treated under clause 35.	Yes	No
85	Section 7	10	clause 26.2	The personnel so nominated shall be competent and shall have the necessary skills to perform the Consultancy Services on which they will be engaged	The personnel should be evaluated by the Employer based on agreed qualifications. The word competent is subjective, absent a set criteria. Please change the word "be competent" to "have the qualifications set out in the TOR.	Competent refers to qualifications set out in TOR	No
86	Section 7	10	clause 26.4	The penalty for non-deployment of key persons will be penalized at 50,000/month/ key person and for sub-key staff at 25,000/month/ key person	The penalty should be imposed until such time as the original key person is actually deployed or his replacement deployed. We propose Clause should be read as: The penalty for non-deployment of key persons will be penalized at 50,000/month/ key person and for sub-key staff at 25,000/month/ key person, until such time as the key person or his replacement is deployed	Refer Addendum	Yes
87	Section 7	11	Clause 26.5	If a key personnel or sub-Key personnel are not available more than 15days in a month, due to leave or sickness, an amount of Rs 50,000 willbe deducted from consultant's payment	The payment should be deducted only if no replacement is provided, and the We propose that clause should read as: If a key personnel or sub-Key personnel are not available more than 15 days in a month, due to leave or sickness, an amount of Rs 50,000 will be deducted from consultant's payment, if no replacement is provided for the period the key personnel or sub-Key personnel are not available.	Refer Addendum	Yes
88	Section 7	10 & 11	Clause 26.4 & 26.5	The penalties on the two clauses are not limited.	Please confirm that the aggregate penalties imposed under this clauses shall not in any case exceed 10% of the amount set out in Part II Section 1 of the Financial Summary.	Yes	No

Sl.No	CCS-01Volume	Page	Clause	Tender Condition	Query	CMRL Comments	Addendum Issued (Y/N)
89	Section 7	13	Clause 33	The consultant shall effect and maintain Professional Indemnity Insurance for the amount in Indian Rupees equal to the contract value payable to consultant,withunlimited number of incidents in respect of design and services to be carried outby, or on behalf of consultant valid from the date of commencement till 2 yearsafter the date of issue of completion certificate as mentioned in clause 8.3above, to the consultant.	Our insurance policies have an annual aggregate limit, such that even if there is no indication on the allowed number of incidents, the total of claims made in a year can only be up to the aggregate coverage per year. Please confirm that the same would be acceptable.	Not agreed.Original Contract condition prevails	No
90	Section 7	13	Clause 33	The Employer reserves the right to request for additional cover to meet any specific additional liability and consultant shall insure or increase any other insurance required by the Client.	Please confirm that if the additional coverage is above what is indicated in the contract, that the fee shall be reimbursed by the client.	Yes. If there is change in scope of works by the Employer	No
91	Section 7	14	clause 35.3	If the Employer requests for variation, consultant has to submit the proposal. consultant may be entitled for extension of time or additional payments on the basis of merits of the proposal in accordance with determination by Employer in this regard.	Please confirm that the determination of the client shall be subject to the adjudication and arbitration under clause 55.	Yes.	No
92	Section 7	15	Clause 36	The copyright (including future copyright) of all documents and drawings prepared by the consultant, including each and every stage of design and production there of, in performance of the Services under the Agreement shall be vested with the Employer.	Please confirm that: 1. The right over the documents and drawings shall vest in the Employer upon full and final payment. 2. Please confirm that the rights over background intellectual property (those existing and already licensed to or owned by consultant, or which is acquired or developed by consultant outside of this assignment) even if incorporated into the documents and drawings, shall be retained by the Employer.	1. No. At each and every stage 2. Yes.	No
93	Section 7	15	Clause 37.1 & 37.2	37.1 The Consultant shall be fully responsible for the suitability, adequacy,integrity, durability and practicality of the consultant's proposal. 37.2 The Consultant warrants that the Consultant's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer 's Requirements or any part thereof, the Consultant's Proposa shall take into account, address or rectify such inadequacy, insufficiency,impracticality or unsuitability at their own cost.	We understand that suitability and practicality are very subjective criteria, and hard for the consultant to warrant because it depends on the opinion of every person looking at the design. If the Employer will make practicality and suitability as criteria, we request Employer to define what they mean, or set it out in the scope of works.	Fit for intended purpose.	No
94	Section 7	15	Claus 37.3	The Consultant warrants that the Works have been or will be designed to the highest standards available using proven up-to-date good practice.	We understand that the word "highest standard available" is very subjective. Please confirm that the "highest standard available" means standard available and applied in India at the time of the signature of the project, or if not yet applied in India, is actually applicable	"Highest standard available" means standard available and applied all over the world which are of highest standard at the time of the signature of the project.	No
95	Section 7	15	Clause 37.4	Design Consultant is responsible for the safety of the design of the Project and for the interpretation of and any necessary amplification of the Drawings and Specifications prepared by it or its Sub consultants for the purpose of implementation of the Project.	The "amplification" should be as set out in Terms of Reference. Please confirm.	Original Contract condition prevails	No
96	Section 7	16	Clause 37.6(i)	(i) Notwithstanding that such design may be or have been prepared,developed or issued by the Employer , any of Consultant's consultants,his sub Consultants and/ or his qualified personnel/ persons or cause to be prepared developed or issued by others.	We understand that consultant can only warrant the design that is made by the consultant, and cannot warrant documents or data not prepared or collected by consultant directly. Thus this sub-clause should be deleted. Please confirm.	Original Contract condition prevails	No
97	Section 7	17	clause 38.2	The Consultant may be eligible for mobilization advance, but it is not interest free and the advance payment guarantee that should be given in exchange is 110% of the mobilization fee.	Considering that the retention money under clause 38.5 will be held by the client, without earning any interest, it would be only fair that the mobilization advance be interest free. • Please confirm that the mobilization advance would be interest free. • Please confirm that the advance payment guarantee be equal to the mobilization advance.	Original Contract condition prevails	No
98	Section 7	19	clause 41.1	If any item or part of an item in an Interim Payment Application submitted by the consultant is contested by the Employer, then the Employer shall give a prompt notice with reasons and shall not delay payment on the balance of the invoice.	Considering that the period of payment is already long (45 days), which period will commence from date of approval, please confirm that the period for providing prompt notice shall not be more than 15 days after submission of IPA.	Original Contract condition prevails	No

Sl.No	CCS-01Volume	Page	Clause	Tender Condition	Query	CMRL Comments	Addendum Issued (Y/N)
99	Section 7	19	Clause 41.2	Maximum amount withheld on account of disputed item in any invoice shall not exceed 150% of the value of the disputed item.	Please clarify why the amount withheld is 150% of the disputed item. It should be only 100% of the disputed item.	Please Refer Addendum	Yes
100	Section 7	22	Clause 49	(iii) provided, however, that as a condition precedent to its right to an adjustment of a Project Schedule, Consultant shall have given written notice to the Employer of the circumstances of such delay within fourteen (30) Days after such circumstances were first observed by Design Consultant or its Sub consultants.	We request client to please confirm that the period for written notice is 30 days.	Please Refer Addendum	Yes
101	Section 7	22	Clause 49	(iii) Employer decision on this regard shall be final and binding.	Please clarify whether the decision being referred to in this is the decision to extend time? If yes, please confirm that the same will become final and binding if within 60 days after notifying the decision to the Consultant, the Consultant does not make any application for adjudication or arbitration under clause 55	Yes	No
102	Section 7	25	Clause 55.2	(ii) For those disputes to be decided by sole Arbitrator, the Employer shall send a panel of three serving/retired officers not less than the rank of GM of CMRL, out of which the consultant shall choose one, who will be appointed as sole arbitrator.	Please understand that the proposed qualification of arbitrators is inherently unfair, as we cannot expect CMRL employees, even if they are of the rank of GM, to be fair towards the consultant and go against the decision of CMRL. There is an inherent conflict of interest between being an impartial arbitrator and an employee of one of the Parties.	There is no conflict of interest as the arbitrator appointed shall be in no way associated with the execution of the contract.	No
103	section 3	3-9.	clause 2.1.3	Preliminary planning Stage f) Traffic surveys and analyse for design of traffic ingress/egress and multilevel basement parking facility and multi-modal traffic interchange, holistic integration and design of efficient traffic inventories.	Traffic Analysis and multi-modal integration of inter modal transport facilities being an important component of the study, we suggest you to include the position of Traffic Engineer in the Key Professional Staff.	Please Refer query No.50	No
104	section 1	2	NIT & LOI	The present need is to develop a central square accommodating world-class, state-of-the-art well landscaped pedestrian plaza, multi modal integration of intermodal transport facilities like existing central railway station, Chennai central metro rail, suburban railways, park-station, park-town station, bus-station and proposed bus-terminus (for both public and private bus operators) along with basement parking facilities for commuters, off road parking bays, bus-bays, bays for private auto-rickshaws, two-wheelers/fourwheelers and non-motorized transit (pedestrian traffic); sub-way facilities and passenger amenities related to this public infrastructure.	We presume necessary secondary data related to the existing number of passengers of the Chennai Central Station, Suburban Railway Station (Park & Park town Stations) and Bus Stations shall be made available to the successful Consultant to support the traffic surveys to be carried out as part of the present study. Kindly confirm.	Please refer GCC clause 4.	No
105	Section 3	3-8.	clause 2.1.2	Master/Concept Development Plan iii) Preparation of Development Plan of the whole square based on the requirements of the Client and local bye-laws for its approval by the Client and the Local/ Statutory Bodies	In view of the role of Urban Planner in the preparation of development plan considering the local bye-laws, we request you to include the position of the Urban Planner in the sub key professional staff	Please Refer query No.50	No

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106	Section 6 :	3-8.	Financial package part v	<table border="1"> <thead> <tr> <th>Stages</th> <th>Description</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Preparation of Detailed Project Report</td> <td>2 Months from the date of letter of Award (LOA) issued to the consultant</td> </tr> <tr> <td>2.</td> <td>Master / Concept Development stage</td> <td>3 Month from the date of issue of LOA.</td> </tr> <tr> <td>3.</td> <td>Preliminary planning stage</td> <td>4.5 Month from the date of issue of LOA.</td> </tr> <tr> <td>4.</td> <td>Conceptual plan approval stage</td> <td>5 Month from the date of issue of LOA.</td> </tr> <tr> <td>6.</td> <td>Detailed Design Stage and tender documents along with estimates submitted to employer for floating tenders.</td> <td>6.5 Month from the date of issue of LOA.</td> </tr> <tr> <td>7.</td> <td>Tendering and procurement of contracts</td> <td>7.5 Month from the date of issue of LOA.</td> </tr> <tr> <td>8.</td> <td>Good For construction drawings</td> <td>1 Week after award of work.</td> </tr> </tbody> </table>	Stages	Description	Duration	1.	Preparation of Detailed Project Report	2 Months from the date of letter of Award (LOA) issued to the consultant	2.	Master / Concept Development stage	3 Month from the date of issue of LOA.	3.	Preliminary planning stage	4.5 Month from the date of issue of LOA.	4.	Conceptual plan approval stage	5 Month from the date of issue of LOA.	6.	Detailed Design Stage and tender documents along with estimates submitted to employer for floating tenders.	6.5 Month from the date of issue of LOA.	7.	Tendering and procurement of contracts	7.5 Month from the date of issue of LOA.	8.	Good For construction drawings	1 Week after award of work.	<table border="1"> <thead> <tr> <th>Description</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>Preparation of Detailed Project Report</td> <td>5 Months from the date of letter of Award (LOA) issued to the consultant</td> </tr> <tr> <td>Master / Concept Development stage</td> <td>8 Month from the date of issue of LOA.</td> </tr> <tr> <td>Preliminary planning stage</td> <td>8 Month from the date of issue of LOA.</td> </tr> <tr> <td>Conceptual plan approval stage</td> <td>9 Month from the date of issue of LOA.</td> </tr> <tr> <td>Detailed Design Stage and tender documents along with estimates submitted to employer for floating tenders.</td> <td>20 Month from the date of issue of LOA.</td> </tr> <tr> <td>Tendering and procurement of contracts</td> <td>11 Month from the date of issue of LOA.</td> </tr> <tr> <td>Good For construction drawings</td> <td>20 Weeks after award of work.</td> </tr> </tbody> </table>	Description	Duration	Preparation of Detailed Project Report	5 Months from the date of letter of Award (LOA) issued to the consultant	Master / Concept Development stage	8 Month from the date of issue of LOA.	Preliminary planning stage	8 Month from the date of issue of LOA.	Conceptual plan approval stage	9 Month from the date of issue of LOA.	Detailed Design Stage and tender documents along with estimates submitted to employer for floating tenders.	20 Month from the date of issue of LOA.	Tendering and procurement of contracts	11 Month from the date of issue of LOA.	Good For construction drawings	20 Weeks after award of work.	Not acceptable. However please refer addendum for overall time.	Yes
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107	Appendix				<p>APPENDIX -1</p> <p>Looking at all the plans given in section-8 (Reference documents) it is to be difficult to get enough details from the drawings and we would like to have more details as mentioned below in order to have a better idea for bidding: -</p> <ol style="list-style-type: none"> 1. AutoCAD drawings would be needed to see more details/sections with levels. 2. Sections are needed for details. Please refer to the attached sketch below for section marking. 3. Interface details and restrictions associated with Chennai Central metro station would be needed 4. What is the initial and projected traffic count of major installations in that area 5. How many options are expected for DPR 6. What is the expected no. of parkings to be developed? 7. Are there any elevated parkings? 	Refer Terms of Reference. Detailed Development is in the scope of consultant.	No																																								
108	Section 2	5	Clause 2.4	The Tenderer should visit the site to know the geological and topographical conditions and shall be familiar with the local conditions. The same should be submitted as "Familiarity certificate".	We request client to please confirm if there is any format for "Familiarity certificate".	Yes. Certificate format attached with the addendum.	Yes																																								
109	Section 3	3-7.	Clause 2.1.1(f)	Conduct technical feasibility and financial viability of the project.	We request client to kindly elaborate on the expectation from consultant related to financial viability report except for certain components such as Passenger amenity and Underground Parking.	Please refer query no. 4 above.	No																																								
110				General comments	We request client to confirm if data related to utility services, buildings, structures will be provided by the Client or consultant is expected to conduct surveys to collect the data.	Please refer GCC clause 4. If data are required, consultants are required to do surveys to collect the same	No																																								
111	Section 4	5 & 6	Clause 2.3.1 & Clause 2.3.3	Clause 2.3.1 Joint Venture combined must meet requirement. Clause 2.3.3 JV must meet requirement	We request client to please clarify what is understanding of client by 'Joint Venture combined must meet requirement' and 'JV must meet requirement'	Both means the same.	No																																								
112	Section 1	3	NIT & LOI	Date & Time of Submission of Tender 15.12.2015	We request client to extend the date of submission by 4 weeks from the last date of submission of proposal.	Considered please see corrigendum.	No																																								

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113	Section 3	3-5.	Clause 1.14	Defect Liability period	Consultants request to mention the duration of defects liability period and services during Defects liability period. However clause 29, section 7, page 11, says performance guarantee to be valid for 24 months. Please confirm whether DLP period is 24 months	Yes.	No
114	Section 3	19	Clause 2.2.3 vii	Supervision of construction contracts	The clause specifies that if there is no activity at site due to suspension of work for any reason, the supervision period will be extended accordingly without any cost to client. The consultant requests for escalation in price for extension of contract due to reasons no fault of the consultant	Please refer Addendum	Yes
115	Section 3 & Section 6	27&28	clause 10.0	Deficiencies of services/LD	Consultants requests for exclusion of the imposition of the penalty clause	Not agreed.	No
116				Site office	The consultants understands that as per the construction industry practise, following are in contractor's scope - site office for consulting team, equipment supplies for documentation such as computer, stationary, printer etc	Yes. But during construction phase only site office and furnitures will be provided. Consumables like stationaries, desktop, printer etc. should be arranged by consultants only	No
117	Section 3	3-2.	clause 1.7	Lead checker	We understand that the consultant has to appoint the Lead Checker for proof checking of consultants design. So all the payments will be made by the consultant to the Lead Checker. Lead Checker will be a sub-consultant to the DDC. DDC has to include in its quote, the fees payable to Lead Checker. Please clarify	Yes	No
118	Section 3	3-2.	clause 1.7	Temporary works	Design of temporary works is included in the scope of consultant? Please clarify	No. Consultant should only validate the temporary works design done by the contractor during execution.	No
119	Section 3	3-11.	Clause 2.1.5 (g)	Model	Model in glass casing to be provided which shall be paid separately by the client. Financial proposal form doesn't include a separate line item for mentioning the model cost. Should we include it in our Lump sum quote for design or it has to be separately mentioned	No. To be negotiated based on size and type of the material of the model.	No
120	section 7 GCC	17	clause 38.5	Retention money	Consultant requests to remove " Retention Money" clause	Not agreed.	No
121	section 3	32	clause 1.3	Liquidated damages	6 months for design and four months considered for procurement of contract. Whereas stage 7 under section 6 part v page no 8. says LD will be imposed from 7.5 months from date of LOA. Please clarify	Please refer Addendum	Yes
122	Section 7-GCC	10	clause 25	project-coordinator	Position of project co-ordinator mentioned in this clause whereas the same is not available in staff requirement in page 3-29. pls clarify	Project Co-ordinator is same as Team Leader.	No
123	Section 7-GCC	17	clause 38.2	Mobilisation advance bank guarantee	As per this clause, mobilisation advance bank guarantee to be 110% of the requested advance amount. Whereas as per appendix 5, section-7 contract forms, page 16, mobilisation advance is 5 percent of the contract value. Please remove BG for 110 % of the requested advance amount. It shall be for the same value as 5% of the contract amount	Original Contract Condition prevails	No
124	section 2	9	Clause 9.4	A non-Indian firm is permitted to apply only in a Joint Venture or Consortium arrangement, with their wholly owned Indian subsidiary, which must be registered in India under the Companies Act – 1956, or with any other Indian firm, which will have a minimum participation interest of 30%.	We understand that only 2 consortium members are only permitted to form a consortium. Kindly confirm on this. If Yes, Looking at the elaborate scope of work which includes Detailed Design consultancy and Project Management consultancy, it is requested to reconsider the number of members allowed to form a consortium from 2 to 3. Kindly consider.	There is no capping on the maximum no of partners/members allowed in the joint venture/consortium. In case of Non-Indian firm, their Indian partner(minimum one) should have a minimum participation Interest of 30%	No

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125	section 2	Page 10,		Experience of the Firm – Tech 2A & Tech 2B): As an enclosure to form (Tech- 2A & 2B), the bidder (single firm or each member of JV) shall furnish Employer’s Certificate containing the following details for each contract submitted for evaluation under this criteria:1. Project name 2. Name and address of client/ employer.3. Brief description of scope of works.4. Contract agreement number and date.5. Type of contract. 6. Name of the contractor (single entity or JV)7. Starting date and Contract duration8. Original date of completion In case of JV: 9. Percentage participation of JV members10. Apportionment of works between JV partners.Status up to 30th October 2015 11. Value of project at award.12. Percentage of works completed 13. Value of work certified till date.	It is understood that the completion certificate from the client is required in this format mentioned here, in addition to FORM TECH – 2A & FORM TECH – 2B. For International project references, we envisage that it is highly complex to provide the same within this short duration. Hence we request you to kindly relax this condition. Please confirm.	Not agreed. Scan / Fax copy is acceptable as part of tender submission.	No
126	Section 3,	Page 3-7,	clause 2, sub clause 2.1.2, Master/concept development stage	i) A Master Plan for the entire area, detailed architectural plans, plan enlargements, landscaping drawings, site development plans etc. The Master Plan shall consist of Line Plans of Buildings, zones of various components of the Square (parking bays, drop-off bays, landscaping, bus-terminus buildings, parking facilities, public amenities etc.), interconnectivity and external linkages and Services of whole project within standard/ permissible FAR and Ground Coverage.	Kindly specify the scale out of the Master Plan required.	Follow NBC / UDPMFI guidelines/ Local Bye-laws for the scale.	No
127	Section 3,	Page 3-8,	clause 2, sub clause 2.1.2, Master/concept development stage.	iii) Preparation of Development Plan of the whole square based on the requirements of the Client and local bye-laws for its approval by the Client and the Local/ Statutory Bodies (if required).	Kindly specify the scale out of the Development Plan required.	Follow NBC / UDPMFI guidelines/ Local Bye-laws for the scale.	No
128	Section 3,	Page 3-8,	clause 2, sub clause 2.1.2, Master/concept development stage	iv) Preparation of Conceptual Plan of various Buildings and Services including its Walk through presentation and its approval.	Kindly specify the scale out of the Conceptual Plan required.	Follow NBC / UDPMFI guidelines/ Local Bye-laws for the scale.	No
129	Section 3,	Page 3-10,	clause 2, sub clause 2.1.4, Conceptual plan approval stage	d) Preparation of Alternate options. Alternative designs to explore various options for review/ recommendations and approval from Employer’s/stakeholders’. The consultant shall develop various design options, alternative layouts for buildings/ structures landscaping elements etc. to reduce construction cost (achieve plausible cost optimisation) without adversely affecting required transit system functions such as capacity, service life ease of maintenance etc. (No fee/ time extension shall be granted for alternate plans during this stage.)	Kindly clarify on the number of Alternate options required to be furnished by the consultant. Please confirm.	As necessary to fulfill the contract condition.	No
130	Section 3,	Page 3-10,	clause 2.1.5, Presentation to various stakeholders / authorities for clearance/ approval	b) Submission of a walk-through animated 3-D presentation of the Project showing common facilities for circulation parking open spaces and amenities shared among various stakeholders.	Kindly specify the duration of the 3D Walk-through required. Please confirm.	Consultant should prepare the walkthrough for capturing all the elements of the proposal. Duration should be from 10 to 15 min. duration	No

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131	Section 4	Page 6,	clause 2.3.4	Section 4: Eligibility & Qualification Criteria Average annual turnover in the last 5 years should be above 4.6 cr.	4.6 Cr Turnover requirement for a bid that has such elaborate scope of work, is insufficient for consultant's selection. Hence we request you to kindly increase the Minimum Turnover requirement from 4.6 Cr to 50 Cr.	Original Contract condition prevails	No
132	Section 7 – GCC,	Page 21	Clause 48	Delay and Liquidated Damages The maximum limit of Liquidated Damages shall be 10% of the Fixed Lump Sum Price of the Contract.	We request you to kindly relax the maximum limit of Liquidated Damages to 5% of the Fixed Lump Sum Price of the Contract.	Not agreed.	No
133		General		We request you to extend the proposal submission date by at least three weeks from the date of issue of pre-bid clarifications.		Considrered please refer corrigendum.	No
134	Section 4	Page 2	Clause 2.1.2	Total value of DDC contract done during last five years 1 similar contract costing minimum Rs6.2 cr. Joint Venture combined must meet requirement for 20 points.(Note 1) Example: Let Member-1 has percentage participation = M and Member – 2 has =N. Let the Work experience of Member-1 is 'A' and that of Member-2 is 'B', then the work experience of JV will be =AM+BN/100	Request client to remove requirement of "Note 1"	Not agreed	No
135	Section 4	Page 3	Clause 2.1.3	Experience in detailed design and Drawings for the Civil, Architectural, Landscaping, MEP, VAC of commercial- malls cum residential complexes / institutional / busterminus cum commercial/ mixed-use/ transit oriented development/ recreational hub/ piazza or plaza. Physical area (site area including buildings, UG parking & landscaping) of development:	Request client to remove UG parking from th requirement	Not agreed	No
136	Section 4	Page 3	Clause 2.1.4	Experience of specific Nature: (Should have done at least one project in 3 out of 5 sub-heads.) 1. Subways/skywalks /Walkways & street scaping (pavement, furniture & fixtures). 2. Hardscaping, Softscaping, waterscaping as a part of landscaping 3. Underground/ basement parking with mechanical ventilation. 4. Property development. 5. Multi-modal integration/transit oriented development.	Need to confirm the interpretation of "Should have done at least one project in 3 out of 5 sub-heads"	Yes	No
137	Section 4	Page 4	Clause 2.1.5	Green Design experience based on certification obtained in previous projects designed in last 10years Limited to 2 projects in each category a) Platinum b) Gold c)Silver d) Certification level (subject to max. score of 30 points) All Parties combined should meet requirement of 10Points One member must meet requirement for minimum 2 points	- Request client to reduce the scores from 30 to 10 Marks for 1 bulding in Gold Category. '- request client to relax criteria of all parties combined meet requirement of 10 POINTS and one member should meet requirement of 2 POINTS '- Also relax the requirement to Joint Venture combined should meet this requirement	Not agreed	No
138	Section 4	Page 4	Clause 2.2.1	Total years of experience in the field of Project Management consultancy (PMC)	Request client to relax the criteria to "JV combined should meet the requirement"	No	No
139	Section 4	Page 5	Clause 2.2.2	PMC Experience in execution of Civil, Architectural, Landscaping, MEP, VAC works of commercial residential complexes / malls/ institutional / busterminus cum commercial/ mixed-use/ transit oriented development/ recreational hub/ piazza or plaza.	Need to confirm with X firm about their credentials and if they are not able to arrange then Request client to relax the criteria to "JV combined should meet the requirement"	Yes.	No
140	Section 4	Page 5	Clause 2.2.3	Total project management Experience during last ten years. d) Must have managed 1 projects costing minimum Rs 350 cr. Or, e) Must have managed 2 projects costing minimum Rs 200 cr Or , f) Must have managed 3 project costing minimum Rs 150 Cr.	Request client to relax the criteria to "JV combined should meet the requirement"	Not agreed	No
141	Section 4	Page 5	Clause 2.2.3	Joint Venture combined must meet requirement for 20 points.(Note 1)	Request Client to remove the requirement of Note 1	Not agreed	No

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142	Section 4	page 5	Clause 2.3.1	Working capital > Rs. 1.5 cr. In last audited financial year Joint Venture combined must meet requirement. (Note2)	Request client to remove requirement of "Note 2"	Not agreed	No
143	Section 4	Page 6	2.3.4	Profitability in the last 3 years in which last 2 years should be positive	Request client to modify it to "Profitability in the last 3 years in which ANY last 2 years should be positive	Not agreed	No
144	Section 4	Page 6	2.3.5	Bid Capacity Joint Venture combined must meet requirement (Note:4)	Request client to remove requirement of "Note 4"	Not agreed	No
145	Section 4	Page 9	Clause 2, Bid scoring	Combined evaluation : Combined Score = Ts/3 + Fs/3	As project has various technical aspects thus request client to give more weightage to TECHNICAL ELIGIBILITY and modify the QCBC criteria from 70:30 to 90:10	Not agreed	No
146	Section 4	Page 9	Clause 2, Bid scoring	Technically to qualify the bidder should get minimum score of 60%	Request client to raise it to " minimum score o 70% "	Not agreed	No
147	Section 3	3-7.	Clause 2.1.2	Master / Concept Development stage - Topographical Survey drawings	Request Client to provide the data for "Topographical Survey Drawings", Survey and Investigations,	Not agreed.	No
148	Section 3	3-8.	Clause 2.1.3	Preliminary planning stage Survey and Investigations : -to capture the essential ground features -detailed site plan is to be prepared showing contours	Request Client to provide the data for "Topographical Survey Drawings", Survey and Investigations,	Not agreed.	No
149	Section 3	3-8.	Clause 2.1.3	Conduct Geo-technical investigations and sub-soil explorations	Request Client to provide the data for "Topographical Survey Drawings", Survey and Investigations,	Not agreed.	No
150	Section 3	3-11.	Clause 2.1.6	Detailed Design Stage Approval/clearance of the Building Plan and Services by Local / Statutory Authorities	Request client to provide all necessary clearances and Consultant will assist client getting clearances	Consultant should obtain all the necessary approvals as Employer's representative . CMRLwill facilitate	No
151	Section 3	3-11.	Clause 2.1.5 (e & f)	Presentation to various stakeholders/ authorities for clearance/approval. e) Obtaining approval from the local authority/stakeholders for final master plan & building plans. f) Obtaining necessary approvals from forest department and other local/ statutory authorities required for execution of project.	As a general practice, client arranges for all the clearances and consultant helps in providing the necessary documents required for the same.	Consultant should obtain all the necessary approvals as Employer's representative . CMRLwill facilitate	No
152	Section 3	3-7.	Clause 2.1.2	Master/Concept Development stage Consultant shall also be responsible to arrange Environmental clearance if required. Client shall reimburse only statutory charges, levied by any Govt. agency for this purpose	As a general practice, client arranges for all the environmental clearances and consultant helps in providing the necessary documents required for the same.	Consultant should obtain all the necessary approvals as Employer's representative . CMRLwill facilitate	No
153	Section 3	3-9.	Clause 2.1.4	Conceptual plan approval stage Waste management and recycling proposal.	As waste management is a specialised job and in order to carry out this activity a waste management expert is required.	Not agreed. All other experts whose role is marginal and required should be included in the overall price	No
154	Section 3	3-11.	Clause 2.1.6	Detailed Design Stage e) reinstatement/ rehabilitation plan,	To carry out this activity, a R&R expert is required	Not agreed. All other experts whose role is marginal and required should be included in the overall price	No
155	Section 3	3-15.	Clause 2.2.1	Construction Stage viii) Ensure the contractor prepares and implements a suitable Operational Health Safety and Environmental plan.	Health Safety and Environmental plan is a specialised job and in order to carry out this activity a HSE expert is required	Required during execution. Please refer addendum.	yes.
156	Section 3	3-29.	ENCLOSURE 1		After reviewing the RFP we envisage the requirement of following experts in addition to the list of experts mentioned: - R&R Expert - Geotechnical Expert - Waste and Water Management Expert - Traffic Expert - HSE Expert - Urban Planner	Not agreed. All other experts whose role is marginal and required should be included in the overall price	No

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157	Section 3	3-30.	ENCLOSURE 2 KEY PROFESSIONAL STAFF	Team Leader b) Experience in relevant works : Min. 15 years experience in design & construction supervision of similar work including national & international experience	- Request client to limit the criteria to "experience in design & construction supervision of similar work " '- Propose to have separate Team Leaders for detailed designs and construction supervision activities.	Not agreed	No
158	Section 3	3-30.	ENCLOSURE 2 KEY PROFESSIONAL STAFF	Senior Architect Essential : Post-Graduate in Architecture & registered from Council of Architecture	- Request clien to modify it to "Post- graduate /grauate in Architecture"	Please Refer Addendum	Yes
159	Section 3	3-30.	ENCLOSURE 2 KEY PROFESSIONAL STAFF	Senior Architect a) Total professional experience Min. 15 years	- Request client to modify it to " Post graduate with min.15 years of experience and Graduate with min. 20 years of experience "	Please Refer Addendum	Yes
160	Section 3	3-30.	ENCLOSURE 2 KEY PROFESSIONAL STAFF	Senior Structural Engineer (Design) Essential : M.Tech in Structural Engineering	- Request clien to modify it to "M.Tech in Structural Engineering /B.Tech in Civil Engineering"	Not agreed	No
161	Section 3	3-34.	SUB-KEY PROFESSIONAL STAFF	Senior Structural Engineer (Design) b) Experience in relevant works Min. 5 years' experience Geotechnical Investigation and Structural design adopting latest technology	geotechnical investigation is carried by geotechnical engineer. We thus request the client to make provision of Geotechnical Engineer along with qualification criteria.	Not agreed. Please refer addendum	Yes
162	Section 3	3-35.	SUB-KEY PROFESSIONAL STAFF	Environmental & Landscaping Engineer	Environmental Engineer and Landscaping Engineer are two different expertise. Thus we request client to please split these positions	Please Refer Addendum	Yes
163	Section 3	3-36.	SUB-KEY PROFESSIONAL STAFF	MEP Engineer	Request client to make provision of three key experts, i.e electrical engineer, HVAC Engineer, Plumbing Engineer	Not agreed.	No
164	Section 5	Page 7	Bidding Forms, Form Tech-2A	3. All the details should be supported by documentary proof e.g. completion certificates from client and concerned Consultant/Architect otherwise it will not be considered.	kindly allow the Consultant to submit a " Self Certification " in addition to the Completion certificate	Not Agreed	No
165	Section-2	Pg 10	Clause 10.1.1	As an enclosure to form (Tech 2A & Tech 2B), the bidder (Single firm or each member of JV) shall furnish employer's certificate containing the following details for each contract submitted for evaluation under this criteria	i) For international projects, please confirm if the work order from client shall be sufficient as proof of work. .ii)Otherwise please confirm the documents required	i) No. ii) Completion certificate/value of work completed certified by the employer in line with clause 10.1.1 of ITB. Fax/Scan copies acceptable.	No
166	Section-4	Pg 5	Clause 2.2.2	PMC Experience in execution of Civil, Architectural, Landscaping, MEP, VAC works of commercial residential complexes / malls/ institutional / busterminus cum commercial/ mixed-use/ transit oriented development/ recreational hub/ piazza or plaza.	For experience of PMC firm, please confirm if infrastructure projects in power, oil & Gas etc shall be considered eligible?	Not agreed.	No
167	Section-5	Pg 13	Form Fin-1	Note: 3) All such documents reflect the financial data of the tenderer or member in case of JV/consortium, and not that of sister or parent company	For an Indian subsidiary of an International firm, please confirm the definition of parent company	In case of Indian Subsidiary, parent company is their duly registered International firm	No
168	Section-4	Pg 5	Clause 2.2.2	PMC Experience in execution of Civil, Architectural, Landscaping, MEP, VAC works of commercial residential complexes / malls/ institutional / busterminus cum commercial/ mixed-use/ transit oriented development/ recreational hub/ piazza or plaza.	For eligible PMC work experience, please confirm a) If PMC performed for a subset of componentes mentioned in clause 2.2.2 (i.e civil, architectural, landscaping, MEP, VAC) shall be considered as eligible experience or not? B) If yes, then what shall be cosidered as the "cost of work" in such a case? For example, In case the bidder has experience of providing complete project management services for MEP works of an entire Airport terminal development/expansion-In such a case please confirm a) If the experience shall be considered eligible, b) We presume "Cost of work" shall imply the total development cost of the project. Please confirm	a) No b) Does not arise.	No