

RESPONSE TO PRE-BID QUERIES FOR THE CONTRACT CCS-01-RT-01

Sl.No	CCS-01 Volume/ Section	Page	Clause	Tender Condition	Query	CMRL Comments	Addendum Issued (Y/N)
1	Section 2	13	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.	After Bidder qualifies technically , his financial bid will be opened. Technical scores will not be announced to the bidder.	No
2	Section 2	14	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	We understand that processing a BG from a public sector undertaking bank will be difficult for international consultancy companies. So, we request you to kindly allow such international companies to issue a BG from foreign commercial bank with a branch in India	Original contract condition prevails.(Revised Contract Condition same as original)	No

3	Section 2	15	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 regional office in Chennai to coordinate with CMRL officials. However, consultant can carry out design at various design centre in India and France. • We request the client to allow the consultant to partially carry out the design activities from their respective regional offices in India and to setup an office in Chennai for proper co-ordination. 	1)Yes 2) Original contract condition prevails. (Revised Contract Condition same as original)	No
4	Session 3	3-7	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, so that the bidders are able to cost the same in the financial proposal. Or else We request the client to kindly allocate provisional sum for carrying out such training activities.	Consultants to suggest, if applicable.	No.

5	Session 3	03-07	2.1.1(f)	Conduct technical feasibility and financial viability of the project	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.	Datas that is available with the client will be provided.However,consultant is expected to conduct surveys to collect data.	No
6	Session 3	03-08	2.1.2(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 necessary approvals as Employer's representative. CMRL will facilitate.	No
7	Section 3	03 -07	2.1.2	Master / Concept Development Stage ii) Topographical Survey drawings of the whole area,	We request Client to provide the data for "Topographical Survey Drawings".	Not Agreed. Topographical survey drawings preparation is under the scope of consultancy services.	No

8	Session 3	03-08	2.1.2	<p>Preliminary planning stage Survey and Investigations : -to capture the essential ground features -detailed site plan is to be prepared showing contours</p> <p>Conduct Geo-technical investigations and sub-soil explorations</p>	We request Client to provide data related to "Survey and Geo-technical Investigations “.	Not Agreed. Survey and Geo-technical Investigation is under the scope of consultancy services.	No
9	Section 3	03-11	2.1.5 (e to f)	<p>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.</p>	<p>Presentation to various stakeholders/approvals Please confirm that the role of the Consultant in terms of points (e) and (f) are merely providing the documents to and assisting the client in preparing the documents for permits etc, but that the responsibility for the approval from authorities shall be the duty of the employer.</p>	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No

10	Section 3	03-11	2.1.6 (j)	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 necessary approvals as Employer's representative. CMRL will facilitate.	No
11	Section 3	03-19	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 necessary approvals as Employer's representative. CMRL will facilitate.	No

12	Section 3	03-19	2.2.3(VII)	In case of Suspension of work by the construction contractor beyond 45 days consecutively, price adjustment may be considered for the consultant if the delay is not due to the non-performance of the consultant.	Please note that the 45 days is too long and that it should not be counted consecutively but rather aggregated. Even if the construction companies are delayed for only 5 days, this has an impact on the project delivery date, it depends on a case by case basis when the impact will be capable of being recovered by putting more people or not. Please consider removing the consecutively and replacing with aggregated and replacing 45 days with 20 days.	Please refer Addendum	Yes
13	Section 3	3-26	5)	iv) The information furnished in PER1 and 3 is provided for the purposes of evaluation of the technical proposal.	We request client to please provide form PER3.	Please refer Addendum	Yes

14	Section 3	3-27	10(i)	Deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Price of the Consultancy Services, and/or termination by the Client.	Please clarify how the fine will be applied per deficiency as there are several instances provided which could be susceptible for fine. Please also reconsider modifying the instances of application of fine to take into consideration the fact that it should only be applied if there is a case of (point e) unjustified delay and unjustified withholding of approval, (point d) unjustified delay in providing advice to client and (point a) failing to perform without justified reasons.	Contract condition is self-explanatory.	No
15	Section 3	3-30		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 understand that international experience will be experience other than experience in home country. Also please specify the minimum duration of international experience	1) International exp means experience gained through international projects. 2) There is no bar for international experience.	No

16	Section 3	3-30		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.	Please refer addendum	Yes
17	Section 3	3-31		Senior Contract Manager Educational Qualification: Graduate in Civil Engineering	We request the Client to kindly relax this to Engineering in any discipline	Accepted. please Refer Addendum	Yes.
18	Section 3	3-32		MEP Engineer	Considering the complexity of project we propose to make provision of three key experts, i.e electrical engineer, HVAC Engineer, Plumbing Engineer. Please confirm.	Key staffs proposed are only minimum requirement to this project	No

19	Section 4	2- column 5 & 6		2- column 5 & 6	The Note-1 restricts International Companies to form Consortium with such companies. We thus request you to kindly allow any member of the Consortium/JV to fulfil this requirement.	please Refer Addendum	No
----	-----------	--------------------	--	-----------------	--	--------------------------	----

20	Section 4	4- column	2.1.5	Green Design experience based on certification obtained in previous projects designed in last 10 years.	<p>Green Building Certification, we agree will be an important aspect in this project, however, the weight age allocated to this is very high and having so many completed projects with either Platinum/Gold/Silver Certification is difficult.</p> <p>We request you to kindly consider the possibility of reducing the marks allocated from 30 marks to 10 marks.</p> <p>A Bidder having at least one project with Green Building Certification will get full marks i.e. 10.</p> <p>Also we further request you to kindly allow any member of the Consortium/JV to fulfil this requirement.</p>	Please Refer Addendum.	Yes.
----	-----------	-----------	-------	---	--	------------------------	------

21	Section 4	5 4 - column 5 & 6	1.2.3	Joint Venture combined must Meet requirement for 20 points – (Note 1)	Since the work details both design and project management phase, international companies might select partners who can be complementary in nature. The Note-1 restricts International Companies to form Consortium with such companies. We thus request you to kindly allow any member of the Consortium/JV to fulfil this requirement.	Please Refer Addendum.	No
22	Section 4	6 -column 5 & 6	1.3.1 , 1.3.5	Joint Venture combined must meet requirement	Since the work details both design and project management phase, international companies might select partners who can be complementary in nature. The Note-2 & Note-4 restricts International Companies to form Consortium with such companies. We thus request you to kindly allow any member of the Consortium/JV to fulfil this requirement.	Not accepted. Contract condition prevails.	No
23	Section 4	6 column 2	1.3.4	Profitability in the last 3 years in which last 2 years should be positive	We understand that the profitability in any 2 years in the last 3 years should be positive.	Yes	No
24	Section 4	9	2	BID SCORING	Since the project is very unique and the implementation of the same depends largely on the technical capacity of the Bidder, we request the Client to kindly consider QCBS mode of selection with Technical: Financial Weight age = 80:20.	Not accepted	No

25	Section 4	9	2	BID SCORING Technically to qualify the bidder should get minimum score of 60%	Since the project is very unique and the implementation of the same depends largely on the technical capacity of the Bidder, we request the Client to kindly consider the minimum scoring to be 75%.	Not accepted	NO
26	Section 5	5		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.	Bidder should furnish documents pertaining to the contract condition.	No
27	Section 5	7	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.	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
28	Section 5	14	Form FIN-2	<ul style="list-style-type: none"> Value of balance work yet to be done (as on 31.10.2015) Estimated Completion Date Value of existing commitments for on-going DDC/PMC works during period 28 months	Since accounting year for all European countries is the calendar year, the Statutory Auditor cannot certify the data outside the last audited financial year. Thus we request that if form FIN 2 be only notarised and apostil led in place of certified by Statutory Auditor.	please Refer Addendum	Yes

29	Section 5	17	Form 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 personnel concerned 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.	Not accepted	No
30	Section 6 Part-II	4		Cost of services from construction to post construction and completion of all services as mentioned in To R & clause 2.2 Section 3 Project management consultancy Services (PMC). -----% of the value of Cost of Whole project Work being awarded. (Fee to be quoted as % of Built-up-cost	The construction supervision phase is paid as a percentage of Built up cost. For purposes of bidding, the cost is provided. Once the project goes underway, could you please confirm whether the cost provided at bidding will be maintained for purposes of consultant;s fee or new built up cost will be used? How will the built-up cost be calculated?	Please refer Addendum	Yes

31	Section 6 Part-IV	7		(a) Payment for PMC during construction phase will be made in each IPC (Interim Payment Certificate) 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.	Please refer Addendum	Yes
32	Section 7	2&3	(2) 2.6	If there is a conflict in the interpretation of the provisions/ clauses of Agreement, interpretation of CMRL shall be final	Interpretation of CMRCL should be provisional and should be open to challenge at arbitration, the arbitral tribunal should be the final deciding authority on contract interpretation. Please reconsider.	Your understanding is correct	No
33	Section 7	2 and 3	4, 5 and 6	Clause 4: "INFORMATION" The Employer shall within a reasonable time to give to consultant, free of cost, all information which he is able to obtain and which may pertain to the Services. Clause 5: "DECISION" On all matters properly referred to it in writing by consultant, the Employer shall give a decision in writing within a reasonable time. Clause 6 : "ASSISTANCE" While it shall be primary responsibility of the consultant to obtain necessary information from other organization to execute the contract.	Please consider providing a clear timeline for client's reply/decision Please also confirm that an extension of time will be granted to consultant if the agencies holding/possessing the information takes undue delay in providing information despite the efforts of consultant	Please refer Addendum	Yes

34	Section 7	3	8.2	The services shall commence and complete at the times or within the period stated in the Service/Contract/Agreement subject to extensions in accordance with the agreement	The commencement date should be the date of acknowledgment of LOA by consultant. Please consider that consultant's don't receive the LOA on the day it is received, and cannot be expected to mobilize its team the day the LOA is received.	Please refer Addendum	Yes
35	Section 7	4	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
36	Section 7	3	9	The Consultant shall promptly give notice to the Employer of specific probable future events or circumstances which may adversely affect the work or increase the Contract Price or delay the execution of the Works by the construction contractor. The consultant is required to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal within 7 days after issuing the Notice.	The clause provides a mechanism for the consultant to request extension of time in case Employer is in delay. Please consider including the construction companies in the same clause, considering that the Consultant does not control their actions and should not be responsible for their delay	Contract condition is self-explanatory.	No
37	Section 7	4	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.	Shall be dealt case to case basis.	No

38	Section 7	5	15	Consultant shall only be liable to pay compensation to the Employer arising out of in connection with the Agreement for a breach of Contract. Such compensation shall be limited to the amount specified against limitation of Liability mentioned in Conditions of Contract.	The GCC provides that the consultant's liability will be limited to an "amount" in the conditions of contract, but no such amount is provided. Please confirm that the liability shall be limited to contract value.	Yes	No
39	Section 7	7	19	Changes in the rate of existing tax relevant to the contract, 15 days prior to the due date of submission of the tender, will be considered a Change in Legislation. Such additional or reduced cost shall be certified by the Employer after examining the records provided by the consultant and shall be paid by or credited to the Employer accordingly	Please reconsider change of law to include other matters other than tax. For example, during the course of the contract, the government and other regulatory body in Chennai could change their rules and regulations, standards and codes, making the work more expensive to accomplish (For instance, additional requirements for approval)	Original contract condition prevails.(Revised Contract Condition same as original)	No
40	Section 7	8	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 conform 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	No

41	Section 7	8	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 behaviour of Consultant which is considered in breach of code of conduct	Yes	No
42	Section 7	9	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
43	Section 7	10 and 11	26.4 and 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. Or Penalties for staff deployment. Please cap the penalty at 3 months.	Yes It shall Be subjected to ceiling of 10% of the fixed lump sum price of the contract value.	No

44	Section 7	13	33	The insurance should have an amount equivalent to the contract value in rupees with unlimited number of incidents.	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.(Revised Contract Condition same as original)	No
45	Section 7	14	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 any change in the scope of works by the Employer	No
46	Section 7	15	36	The copyright (including future copyright) of all documents and drawings prepared by the consultant, including each and every stage of design and production thereof, 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

47	Section 7	16	37.6(i)	(i) Not with standing 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 conform.	original contract condition prevails(Revised Contract Condition same as original).	No
48	Section 7	16	38	On issue of LOA within 30 days the details of breakup of activities for the lump-sum payment with weight age of payments should be submitted to CMRL for approval. The Employer shall pay the Lump Sum Price (which shall cover the sum total of all costs quoted by the Consultant as set out in Contract) to the consultant as Interim Payment Application (IPA) on monthly basis for the performance of services. The consultant shall raise IPA every month. The payment shall be based on payment schedules as described in Section 6 (Financial Packages) of tender documents. Service tax will be paid extra as applicable on submission of documentary proof of actual payment made by the consultant.	Please clarify how the services under Item 2, Part II of the offer shall be paid.	Please see Part IV- Section 6 of the Revised bid document.	No

	Section 6	7	Part-IV	(a) Payment for PMC during construction phase will be made in each IPC (Interim Payment Certificate) 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).		Please refer Addendum	Yes
	Section 6	4	Part-II	Cost of services from construction to post construction and completion of all services as mentioned in To R & clause 2.2 Section 3 Project management consultancy Services (PMC). -----% of the value of Cost of Whole project work being awarded. (Fee to be quoted as % of Built-up-cost)		Please refer Addendum	Yes

49	Section 7	17	38.2	<p>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 payable at Chennai of the tenderer's choice. The advance shall bear an interest of 13%. 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 instalment of the advance has been confirmed by the Employer.</p> <p>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</p>	<p>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. So we would request you to please remove the 13% interest on the mobilization advance.</p> <ul style="list-style-type: none"> • Please confirm that the mobilization advance would be interest free. • Please confirm that the advance payment guarantee be equal to the mobilization advance. <p>Also for international consultancy companies processing a BG from a public sector undertaking bank will be difficult. We Request you to kindly allow such international companies to issue a BG from foreign commercial bank with a branch in India</p>	Not agreed	No
----	-----------	----	------	---	---	------------	----

50	Section 7	22	49	<p>The Consultant shall be entitled to an adjustment to the Project Schedule for unavoidable Delays that are:</p> <p>(i) beyond the Consultant's control or its responsibility under this Agreement and/or</p> <p>(ii) not caused by the fault, negligence or violation of a provision of this Agreement by Consultant or its Sub consultants;</p> <p>(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 Thirty (30) Days after such circumstances were first observed by Consultant or its Sub consultants. Employer decision on this regard shall be final and binding</p>	<p>Please confirm that if there will be an extension of time, the fee will be adjusted where there is an impact on the fee. For example, if the construction company is late, despite the full and diligent supervision of consultant, extending the time of completion will cost the consultant more in mobilizing experts for the extended time.</p>	Yes	No
51	Section 7	25	55.2	<p>(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.</p>	<p>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.</p>	original contract condition prevails(Revised Contract Condition same as original).	No

52	Section 1	2		The present need is to develop a central square accommodating world-class, state-of the art well landscaped pedestrian plaza, multi modal integration of inter modal 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/four-wheelers 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.	Consultant should obtain all necessary datas, infos.etc. CMRL will facilitate .	No
53	Section 1	3		Date & Time of Submission of Tender 13.04.2016	We request client to extend the date of submission by 4 weeks from the last date of submission of proposal.	Please refer corrigendum no.2	No
54	Section 1	3	Annexure A,	Tender Security Amount (EMD) Rs. 15,58,000 (Rupees Fifteen lacks Fifty Eight Thousand only)	Please conform that the Tender Security Amount needs to be submitted in the form of Bank Guarantee only.	In the form DD or BG only.	No
55	Section 2	14	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 payable at chennai 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. This Bank Guarantee shall be in the format included in bidding forms section 6 of tender documents. Offer submitted without tender security or with invalid bank guarantee shall be rejected	Not Applicable	Not Applicable	NA

56	Section-4	10	3.4	<p>Evaluation & Qualification Criteria</p> <p>Bid Capacity: The Tenderers will be qualified only if their available bid capacity is more than the approximate cost of work. Available bid capacity will be calculated based on the following formula: Available Bid Capacity = $2xAxN - B$ Where, A = Maximum of the value of Design works executed in any one year during the last five financial years (updated to 31.03.2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year). N = No. of years prescribed for completion of the work B = Value of existing commitments for on-going project management works during period of 32 months w.e.f. 30th November 2015. In the case of a group/JV, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work.</p>	<p>Please clarify the following:</p> <ol style="list-style-type: none"> 1. Please confirm the Cost of work as mentioned in the Bid Capacity. 2. The Consultants presume that the cost of works are not cost of Construction / or civil works as the Consultants Bid Capacity cannot be compared to that. 3. Please clarify the “N” 4. Please clarify the statement “works during period of 32 months w.e.f. 30th November 2015” 	<ol style="list-style-type: none"> 1. It is an open bid. 2. Yes 3. N is 36 months from the deadline of bid submission. Please Refer addendum. 4. Read 32 months as 36 months from deadline of bid submission for this work. Please refer Addendum 	Yes
57	Section 2		9.2.2	<p>Power of Attorney for Authorized Representative</p> <p>It is stated that the a power of attorney (executed by all members) that authorizes the designated lead or managing member of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation</p>	<p>The Client is requested to kindly confirm whether the Client needs only a single POA in favour of designated lead or managing member (Authorized Representative) signed by all the Partners OR separate POA may also work, which may be provided separately by each partner in favour of Authorized Representative.</p>	<p>Separate POAs for each members and a POA for JV should be furnished signed by all partners in favour of authorised representative.</p>	No
58	Section 3 & Section 7		Clause 1.3 of Section 3 & Appendix 1 of Section 7	<p>Duration of the Contract</p> <p>As per Clause No. 1.3 of TOR, the duration of the Contract shall be 36 months i.e. design period of 8 months, procurement of contract period of 4 months and the construction duration period of 24 months.</p> <p>As per Clause No. Appendix 1 of Section 7 at S.No. iv, the Time for completion of the work from the date of commencement of the work shall be 24 months.</p>	<p>Since both statements are not same the Client is requested to kindly indicate the correct duration of the assignment</p>	<p>The duration of contract is for 36 months. Please refer Addendum.</p>	Yes

59	Section 7		Appendix 1 Sl. No. (ii)	Commencement of Services It is stated that the commencement date shall be Date of issue of letter of Acceptance (LOA).	In this regard, it is submitted that the Client's instructions to commence the services from the date of issues of Letter of Acceptance is not correct and feasible, as the Consultants need more time to mobilize their staff. The Client may kindly provide at least 3 weeks to the Consultant to commence their services from the date of Contract signing.	Please refer Addendum	Yes
60	7		38.2	Advance Payment The consultant shall be eligible for Mobilization Advance up to 5% of the original contract value in two equal instalments on receipt of an irrevocable bank guarantee from a PSU Bank in India payable at Chennai of the tenderer's choice. The advance shall bear an interest of 13%.	As per normal practice in all the national and international projects, the Client provide advance in only one stage at the commencement of the project. Hence, the Client is requested to kindly modify the procedure as per international practice. Further, Consultant needs funds to mobilize their staff and maintain cash flow. Hence, Client is requested to kindly provide interest free advance payment @ 10% instead of 5% of the Contract amount and the same can be set off by the Client from the invoices of the Consultant.	Not agreed. Contract condition prevails.(Revised Contract Condition same as original)	No
61	Section 3	3-9	2.1.3	Geo-technical investigations Geo-technical investigations for the proposed structures and other locations	Since it is difficult to assess the requirement of sub-soil investigations for structures and other locations, it is recommended that a provisional sum may please be provided, so that all Consultants are at par in their assessment for the Financial Proposal to meet this requirement. Further, in case the provisional sums may not be provided, you are requested to at least provide the quantities for soft rock and hard rock.	Consultant should obtain all necessary datas, infos.etc. CMRL will facilitate.	No

62	Section 6	2	Part I, letter of price bid. Notes (b)	<p>Financial Proposal</p> <p>Our attached financial proposal is for the sum of_____</p> <p>b) The service tax shall not be considered for evaluation of bid.</p>	In view of these Clauses, the Client may kindly clarify the amount that the Consultant's shall fill up in Part I – Letter for Price Bid, shall be inclusive of Service Tax or exclusive of Service Tax	Consultant shall write his quote with and without service tax in the blank space.	No
63			Additional	Extension of Time	It is requested that the date of submission of the proposal may please be extended, so that a minimum period of at least 3 weeks is available from the date of issue of clarifications for preparation of a comprehensive proposal addressing all issues of the RFP document / To R and clarifications issued and thereafter time taken for dispatch through courier.	Please refer corrigendum no.2	No
64	Section 3	3-10	2.1.4	Alternative designs to explore various options for review/ recommendations and approval from Employer's/ stakeholders'	The number of alternatives should not be left open ended and should be restricted to 3 numbers. It may be clarified if all the alternatives will have to be accompanied with Preliminary estimate	As necessary to fulfil the contract condition. Yes	No
65	Section 3	3-10	2.1.4	(The estimated quantities should not vary by more than +/- 10% from the executed quantities carried out as per the construction drawings.)	The preliminary estimate will be prepared on plinth area basis and not on detailed quantities. Therefore, variation statement is redundant and should be removed.	Stands deleted.Please Refer Addendum.	Yes.

66	Section 3	3-25 & 3-13	Cl. 3 Duties and responsibilities of the consultant & Clause 2.1.8 Good for construction drawings	l. Provide design support, review Shop/ fabrication drawings and other drawings submitted by the contractor & c) Preparation of fabrication/ construction/ shop drawings including material take- off etc. Complete.	There is discrepancy between the two clauses on consultant's responsibility on preparation of Shop/ fabrication drawings. Fabrication/ construction/ shop drawings are prepared by contractor only. Therefore Clause 3 (l) should be deleted and clause 2.1.8 (c) should be retained as it is more appropriate	Design support or review of shop/ fabrication drawings prepared by the execution contractor during construction phase is under the scope of consultant only. Please Refer Addendum	Yes
67	Section 3	3-24	Cl. 3 Duties and responsibilities of the consultant	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	Application including necessary fees for approvals should be initiated & paid by owner/client and DDC can provide all technical inputs required. The clauses may be suitably modified.	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No

68	Section 4	4	1.1.5 Eligibility and Qualification Criteria	Joint Venture - one Member - Must meet requirement For minimum 2 points	This may be relaxed as the other JV member can fulfil the minimum point criteria.	Please Refer Addendum	Yes
69	Section 3	3-16 & 3- 17	2.2.1 (a) The duties and responsibilities of the consultant & 2.2.2 The other responsibilities of the consultant	xxiv) Advise and assist the Client with respect to arbitration and litigation if so required & v) Provide technical assistance to the Client in the event of any arbitration and litigation that may arise with regard to the execution of the works	As a technical expert a DDC can provide only technical inputs. There is discrepancy in the two clauses therefore Clause 2.2.1 (a) (xxiv) should be deleted and clause 2.2.2 (v) may be retained as it is more appropriate	please Refer Addendum	Yes
70	Section 3	03-02	1.2	1.2 The consultant is required to prepare the Preliminary Project Report (PPR)	Submission of PPR is not mentioned in the scope of work and the payment stage. Please clarify.	It is part of scope	No

71			General		1. What will be the source of electrical supply i.e. 11kV or 33kV etc. 2. Tentative location from where the supply will be provided	CMRL will provide details and Facilitate later after award	No
72			General		Design of PD and Parking areas with Metro station Chennai Central were also developed with CMRL contract package UAA-01. It may be clarified if the design of Basement Parking Facility mentioned in the present tender is to be developed a fresh in this contract	Chennai central station PD and parking areas are not included in the scope of this work.	No
73	Section 3	03-08 & 03-09 & 03-12	Clause 2.1.3 Clause 2.1.6	<p>d)-Survey and Investigation</p> <p>i)The basic objective of the survey would be to capture the essential ground features at the site in order to consider improvements and for working out improvements, and upgrading costs.</p> <p>ii. A detailed site plan is to be prepared showing contours based on levels taken at intervals of 5m, invert levels where necessary, and the extensions of any roads proposed is to be prepared. The detailed site plan shall include all necessary data relating to existing features like trees, public utility services, streets, pavements adjoining properties and boundaries. The site plan should also indicate the location of all proposed buildings and possible future extensions, landscaping areas, water bodies, etc.</p> <p>(e)-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.</p> <p>i)Sub-soil exploration report including complete details of borings taken, analysis and interpretation of data and selection of design parameters.</p>	<p>The project will involve huge construction materials during supervision phase. Suitability of locally available materials to be tested during design phase. Therefore, it is suggested to provide a sub professional Material Engineer for material testing and preparation of report.</p> <p>A separate subsoil exploration report will be submitted during Detailed Design Stage. This will involve a specialized job which will be carried by a Geotechnical Expert. Therefore, it is suggested to provide a key expert in the field of Geotechnical Engineering.</p> <p>A separate subsoil exploration report will be submitted during Detailed Design Stage. This will involve a specialized job which will be carried by a Geotechnical Expert. Therefore, it is suggested to provide a key expert in the field of Geotechnical Engineering.</p>	<p>Not Agreed. Key staffs proposed are minimum requirement for this project. Consultant needs to employ and include in his quote any pricing involved in the execution of services deemed fit to cover the scope of work.</p>	No.

74	Section 3		Enclosure-I	Safety Engineer & Landscaping Expert	<p>AS per enclosure-1 the position of Safety Engineer & Landscaping Architect are give in sub head of Sub-Key Professional Staff & As per the note : (The CVs of the Sub-key Professional Staff shall be submitted for the Client's approval prior to deployment). But in Evaluation & Qualification Criteria Minimum 3 Points each has been allocated for the position of Safety Engineer & Landscaping Architect.</p> <p>Therefore the Consultant would request the client kindly confirm whether the CVs of Safety Engineer & Landscaping Expert needs to be submitted at the bidding stage or not. This may kindly be confirmed.</p>	Yes. CVs of Minimum staff requirement as stated in bid document must be proposed for key/sub-key professionals. Additional staff requirement to perform the full scope of services need not be proposed.	No
75	Section -3		Enclosure-I	Safety Engineer and Environmental & Landscaping Engineer	The consultant request the client to provide qualification and experience requirement for the position of Safety Engineer and Environmental & Landscaping Engineer as the same is missing in Enclosure -2	Please Refer Addendum	Yes

76	Section 1	2		<p>The present need is to develop a central square accommodating world-class, state-of the art well landscaped pedestrian plaza, multi modal integration of inter modal transport facilities like existing central railway station, Chennai central metro rail , suburban.railways park-station, park-town station, bus-station and proposed (for both and private bus operators) along with basement parking facilities for commuters. commuters,parking bays, bus-bays, bays for private auto-rickshaws, four wheelers two-wheelers/four wheelers and non- motorized transit (pedestrian traffic); sub-way facilities and passenger. amenities related to this public infrastructure. In order to carry out the implementation of above work ,the CMRL will engage eligible consulting engineering firms carry out Detailed Engineering Design and Owner's Engineer.</p>	<p>1).Please confirm with area statement, site layout with building along with height and floor plates. 2.) Extent of landscape and hardscape details. 3.)As per the RFP it seem that the over all development to be a urban redesign and need much more detail and intent from authorities. 4.) Built up area is planed is required for consideration on requied deployment and review on the schedule of works completion.</p>	<p>The questionnaire put is under the scope of works of PMC. Consultant after award should work out the details.</p>	No
77	Section 1	4		<p>The chennai Metro Rail Limited invites proposals to provide the following consultancy services "Consultancy Services For Design Works Of The Civil .Architectural, Landscaping Et MEP works, Design Development, Procurement. of construction Contracts, Construction Supervision And Project it Services For Central Square, Chennai".</p>	<p>All the marked scope shall be part of Project management services. Hope same be rendered by an independent organisation.</p>	<p>Original Contract condition</p>	No

78	Section 2 introduction to bidder			<p>Bidder should not have been blacklisted or deregistered by the central government, any state Government, PSIJ's or any Metro Rail in India during the last 5 years. Undertaking for not being • should be furnished.</p> <p>-2) Also the, Tender must not have failed to take possession or to any Contract after the Award of Contract, should produce an undertaking in this regard rescindment enforced by previous employer is terminated/ rescinded by client</p>	In the eligibility, it Is only mentioned on government and PSU. Please conform if private projects also considered for eligibility.	Original Contract condition prevails.(Revised Contract Condition same as original).	No
79	Section 2	10		Expert Schedule	Please conform if the deliverables are part of the	Original Contract condition prevails.(Revised Contract Condition same as original)	No
80	Section 3 Terms OF Reference		2.2 Summary of services to be provided as a Project management Consultant.	Make independent measurements and check all quantity ents and calculations required for payment and ensure that all measurements and calculations out in a manner and at the frequencies specified contacts	Quantity shall be reviewed by PMC. Measurement shall be issued by contractor for review and approval by PMC.	Please refer Addendum	Yes

81	Section 3	3-17		<p>b) Supervision of Reinstatement/ Rehabilitation works. C) Monitoring of Existing Buildings/structures including supervision/validation of existing building survey, potential damage assessment, Heritage buildings conservation, proposing risk mitigation measures etc.</p> <p>d) Supervision of Multi-Modal Integration.</p> <p>e) Issue certificate of virtual completion of works.</p> <p>f) Supervision of Rectification and Repair works,</p> <p>g) Certifying works completed by execution contractor to enable payments.</p>	Please share details of Rehabilitation works, existing structures, heritage building. Details on heritage structure conservation required. Details on multi-Modal integration required.	It is part of scope	No
82	Section 3	3-17		<p>i) Visit the site of work, at intervals mutually agreed upon, to inspect at the Construction works and where necessary clarify any offer interpretation of the drawings/ specifications, attend conferences and meetings to ensure that the project proceeds in accordance with the conditions of contract and keep the and render advice on action, if required. provided for construction supervision, headed Leader, shall be composed of highly and experienced personnel.</p>	Is team Leader to be stationed at site.	Please refer Addendum	Yes
83	Section 3	3-18		<p>ii) The Consultant shall depute the staff provided on a full time basis the total period of construction which is expected to be 24 months</p>	Please conform if all the resources to be deployed for duration of 24 months.	Please refer Addendum	yes

84	Section 3	3-27		Deficiencies on part of the Consultant may attract penalty provisions of fines, up to a maximum amount of 10% of the Contract e Consultant price of the consultant	Please confirm in case can be excluded.	Original Contract condition prevails.(Revised Contract Condition same as original)	No
85	Section 3	3-29		Key professional Staff [DDC]	Please of lead manager, senior contract manager is required under DDC Please confirm on qualifications for environmental and landscape engineer	Please refer addendum	yes
86	Section 6	8	Part-V	Summary of Key Dates & Liquidated Damages as per conditions of contract	Request exclude liquidated damages, with 7.5 month sto complete tender and issue of LOA balance 16.5 months VAILABLE FOR CONSTRUCTION.As mentioned earlier please share detail of building ling with massing area statement.This will help u evaluate the development schedule.As conservation of heritage and rehabilitation works under the development, please share detail on same for consideration.	Not agreed. Original Contract condition prevails.(Revised Contract Condition same as original)	No
87	Section 7	13	32 Quality Assurance	a) Quality Assurance plan (qap) inception report the consultant should have a detailed quality assurance plan (QAP)/Inception report (IR) for all field studies including topographic surveys, engineering surveys and investigations and design and documentation activities	As per SOP ,contractor to share the Qa plan and same to be wetted in reference to sufficiency of information please conform.	Original Contract condition prevails.(Revised Contract Condition same as original)	No

88	Section 8	13	33 Professional Indemnity Insurance (PII)	By or on behalf of consultant valid from the date of commencement till 2 years after the date of issue of completion certificate as mentioned in clause 8.3 above, to the consultant	As standard it if y up to DIP and is 12 months from hand over please confirm.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
89	Section 7	17	38.2 Mobilization Advance	The consultant shall be eligible for Mobilization Advance up to 5% of the original contract value in two equal instalments on receipt of an irrevocable bank guarantee from a PSU Bank in India payable at Chennai of the tender's choice. The advance shall bear an interest of 13% the first installment shall be paid within 30 days after the submission of the bank guarantee.	Interest on advance is not acceptable as the same is being issued against bank guarantee issued by consultant please confirm.	Not agreed. Original Contract condition prevails.(Revised Contract Condition same as original)	No
90	Section 7		38.3 Recovery of Advances	The recovery of advance shall commence after 20% of the original contract value of the work has been paid and will be recovered within 20 months or completion of 85% of the work whichever is earlier, in successive monthly payments at the rate of 5% of the IPC	Please conform if the mobilisation amount issued as recoverable advance.	Yes	No
91	Section 7	19	39 Time for Payment	The amount due to the consultant, as approved by the employer, shall be paid within 45 days from the date of submission of the interim payment application (IPA) subject to submission of all necessary documentary evidence for the claims. The Employer shall release payment, for all certified items in the IPA within 45 days from the date of approval. Consultant shall provide additional documents for substantiating their claims, if requested by the employer for disputed items/claims.	45 days is too long for IPA. It is also mentioned that 45 days from approval. Please re visit same and expedite the payment terms for ease of cash flow.	Not agreed. Original Contract condition prevails.(Revised Contract Condition same as original)	No

92	Section 7	21	48 Delays and Liquidated damages	48.1 Time is the essence of the contract. It shall be the bounden duty of the consultant to strictly adhere to the time for performance of various services indicated in the contract, 48.2 In case of delays, the consultant shall be liable to pay liquidated damages as given in contract. 48.3 liquidated damages shall be imposed as per the provisions of contract. 48.4 The maximum limit of liquidated Damages shall be 10% of the Fixed Lump Sum price of the contract.	Please confirm that the changes are pertaining to the clause part V of section 6 under conditions of contract.	Not agreed. Original Contract condition prevails.(Revised Contract Condition same as original)	No
93	Section 7	1	Appendix-1	vi 'Duration of Liability' for the whole of works Clause 18 of GCC	Usually DIP is for 12 months from date of handover. Please conform	Not agreed. Original Contract condition prevails.(Revised Contract Condition same as original)	No
94			General	Payment to DDC	Payment during PMC: payment to DDC should be done on man- month and monthly basis rather than linking it with contractors progress of work. As PMC has to deploy staff at site for day to day supervision of construction work for the duration of 24 months.	Please Refer Addendum	Yes

95	Section 3	03-19		Post consturction stage	Obtaining completion/ occupancy certificates form local/ statutory bodies (if required) and Taking no objection certificates from FIRE/FOREST/ ENVIRONMENT departments etc. (as required sd per extant rules of the area) should be excluded form consultant scope. contractor should be assigned this responsibility.	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No
96	Section 3	03-03		Lead Design checker	We assume that the payment to lead design checker will be directly paid by CMRL.	Not agreed. It is under the scope of Consultant .	No
97	Section-2, ITB	Para 14.1,p	Tender security	Tender Security in the form of BG from PSU BANK	Our firm's account is Kotak Mahindra Bank which is a scheduled bank and we request you to confirm whether BG from Kotak Mahindra shall be acceptable.	Not agreed. Contract condition prevails.(Revised Contract Condition same as original)	NO
98			clause 10.1.1	We would like to bring to your kind that as per clause 10.1.1 of the Instruction to Bidders As an enclosed 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);etc	There, you to the above nrequirement , we would like to like to bring to you kindnotice that for most the projects, completion certificate have already been issued by the various Clients and it may not be possible to avali a revised certificate from the Client including the Information required in the afore-mentioned clause	Please refer Addendum	yes

98	Section -5 Bidding Form Tech 2A Form Tech 2B,FIN-1, FIN-2	Pg.No- 7,8, 13,14		Form Tech 2a-Works Experience(DDC works Form Tech 2B-Work Experience (PMC Works) FIN 1-Financial Standing FIN 2-Financial Data(Existing commitments for ongoing DDC/PMC works)	In order to provide information as per the desired format, we request client to conform if consultant can consider a fixed date of exchange rate (i.e 28 days before current submission date-16-03-2016) for converting foreign currency in equivalent Indian rupees irrespective of further extension deadline of proposal.	Not agreed .It should be 28 days before final extended submission deadline.	No
99	Section-5 Bidding Forms FIN-2	Pg.No-14		FIN 2-Financial Data (Existing commitments for ongoing DDC/PMC works) Column 3: Value of balance works yet to be done (as on 31.10.2015) Column 5,6,7:(Value of existing commitments for ongoing DDC/PMC	In FIN 2 Financial Data form we request client to modify the information to be provided in column 5 i.e., "Value of Balance work to be done between the information to be provided in Column 3 & Column 5,6&7 respectively.	Please Refer Addendum	Yes
100	&Section 4, Notes to Bidders,Point 4	Pg.No-10	Clause 3	works during period 28 months starting from 1 st Dec 2015 to 31st March 2016) And, B=Value of existing commitments for ongoing project management works during period of 32 months w.e.f. 30th November 2015	Also we request client to confirm if consultant has to provide information of balance work in hand for next 28 months or 32 months.	Please Refer Addendum	Yes

101			General		We humbly request you to extend the proposal submission due date from 13 Apr-2016 to 12 May-2016;an extension of 4 weeks.	Please Refer Corrigendum no.2	No
102	Section 4 EQC				We request you to please change the QCBS Scores from 70:30(Marks 210:90) to 80:20 (Marks 240:60).	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
103	Section-2, ITB	Page-9	Clause 9.4 & Clause 9.3	A non –Indian firm is permitted to apply only in joint Venture or Consortium arrangement, With their wholly owned Indian Subsidiary.....Or with any other Indian Firm, which will have a minimum participation interest of 30% In case of a JV or consortium, all members of the group shall be Jointly and severally liable for the Performance of the whole contract....	Q.1 Are we permitted to enter this bid as a sub-consultant of the Indian Architectural Practice instead of forming a consortium or JV? Q.2 If the reply to Q1 is no, can clause 9.3 be waived Our professional indemnity does not cover other consultant's liability?	1) No 2) Not agreed. Original contract condition prevails. (Revised Contract Condition same as original)	No
104	Section 2 : Instruction to Bidder	Page No.7	Clause No. 5.2	Bidders should not have been blacklisted or deregistered by the Central Government, any state Government, PSUs or any Metro Rail authority in India during the last 5 years. Undertaking for not being blacklisted should be furnished. (Form ELI-2)	We request client to relax the criteria to ‘ ‘ Bidders should not have been blacklisted or deregistered by the Central Government, any state Government, PSUs or any Metro Rail authority in India at the time of submission of the bid.’ ’	Not agreed. Original Contract Condition prevails.(Revised Contract Condition same as original)	No

105	Section 4 : Eligibility & Qualification Criteria	Page No. 4	Clause No. 1.1.5	<p>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)</p> <p>All Parties combined should meet requirement of 10Points One member must meet requirement for minimum 2 points</p>	<ul style="list-style-type: none"> As concept of Green Building design and certification of such buildings under various levels is new in India therefore we request client to reduce the scores for this category from maximum 30 marks to maximum 10 Marks for 1 green building project of any Category (platinum/gold/silver/certification level from any certifying agency besides TERI GRIHA, LEED, IGBC). We request client to relax criteria to "any member of the consortium should fulfill the requirement of having experience of Green Building Project" 	Please refer Addendum	Yes
106	Section 6 : Financial Package, Part IV	Page No. 7		Payment for PMC during construction phase will be made in each IPC (Interim Payment Certificate) raised by the execution contractor, to the value of percentage (%) in Part IIA:	We request client to relax the criteria and keep payments for PMC works as time based and invoices will be raised every month to the client	Please refer Addendum	Yes
107	Section 7 GCC,	Page No. 9 & TOR explaining scope of work	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	<p>Please understand that this is very subjective and opens the consultant to potential services that it did not price in its offer.</p> <p>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.</p>	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No

108	Section 7 GCC,	Page No. 10 and 11	Clause 26.4 and 26.5	<p>The penalties on the two clauses are not limited.</p> <p>“..... The Employer reserves the right to penalize for non-deployment of man-power as agreed in manning schedule. 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.”</p> <p>AND</p> <p>“.....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.”</p>	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	The aggregate penalties imposed under this clause will not exceed 10% of the fixed lump sum price of the contract	No
109	Section 7 GCC	Page No. 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, with unlimited number of incidents in respect of design and services to be carried out by, or on behalf of consultant valid from the date of commencement till 2 years after the date of issue of completion certificate as mentioned in clause 8.3 above, 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.(Revised Contract Condition same as original)	No

110	Section 7 GCC	Page No. 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. •We request client to please confirm that the mobilization advance would be interest free. • We request client to please confirm that the advance payment guarantee will be equal to the mobilization advance.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
111	Section 7 GCC	Page No. 17	Clause 38.2	The consultant shall be eligible for Mobilization Advance up to 5% of the original contract value in two equal instalments on receipt of an irrevocable bank guarantee from a PSU Bank in India payable at Chennai of tenderer's choice.	We request client to please confirm that Bank Guarantee can be prepared from the Scheduled Bank having its branch in India and registered with RBI	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
112	Section 7 GCC	Page No. 25	Clause 55	(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.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	
113	Section 2 : Instructions to Bidder	Page No.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 payable at Chennai of contractor's choice will be required to be submitted with each tender	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.(Revised Contract Condition same as original)	No

114	Section 5 Bidding Forms, Form FIN 2 : Existing Commitments for on going DDC/PMC Works	Page No.14		Financial data shall be certified by Chartered Accountant/Company Auditor under his signature & stamp	Financial year of European firms is calendar year and as per the laws governing in European countries, CA cannot certify data beyond the last audited balance sheet. Considering this we propose to relax the criteria to getting document notarised and apostilled	Please refer Addendum	Yes
115	Section 4 : Eligibility & Qualification Criteria	Page No. 10	Clause 3 Notes to Bidder (Point 4)	Bid Capacity Joint-Venture combined must meet requirement (Note:4) Available Bid Capacity = $2xAxN - B$ Where, A = Maximum of the value of Design works executed in any one year during the last five financial years (updated to 31.03.2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year). N = No. of years prescribed for completion of the work B = Value of existing commitments for on-going project management works	As the scope of work for the project comprises of both design works and PMC works therefore we request client to modify the formula to: Available Bid Capacity = $2xAxN-B$ Where, A= Maximum of the value of works (design & PMC) executed in any one year during the last five financial years (updated to 31.03.2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year) N = No. of years prescribed for completion of the work B= Value of existing commitments for all ongoing works (Design & PMC)	Please refer Addendum	Yes
116	Section 3 : Terms of Reference	Page No. 3-11	Clause 2.1.6 point (j)	Detailed Design Stage Approval/clearance of the Building Plan and Services by Local / Statutory Authorities	As a general practice, client arranges for all the clearances and consultant helps in providing the necessary documents required for the same. Therefore we request client to provide all necessary clearances and Consultant will assist client in the documentation work.	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No
117	Section 3 :Terms of Reference	Page No. 3-11	Clause 2.1.5 point (e and 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. Therefore we request client to provide all necessary clearances and Consultant will assist client in the documentation work.	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No

118	Section 3 : Terms of Reference	Page No. 3-8	Clause 2.1.2 point (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 clearances and consultant helps in providing the necessary documents required for the same. Therefore we request client to provide all necessary clearances and Consultant will assist client in the documentation work.	Consultant should obtain all necessary approvals as Employer's representative. CMRL will facilitate.	No
119	ENCLOSURE 2 Sub-Key Professional Staff	Page No. 3-33		Senior Structural Engineer (Design) Experience in relevant works : Min. 10 years experience in structural design & design coordination adopting latest technology including national & international experience	We request client to please allow experts who have experience of working on international projects from their Head Office in India. Example : Foreign Parent company gives various works related to international projects to its 100% wholly owned Indian subsidiary company to be executed by the their technical teams which gives experts exposure of working on international projects as per the international client's terms of reference and standards.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
120	Section 5 Bidding Forms, Form Tech-2A and Tech-2B	Page No.7 and 8		Note : 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.	We request client to kindly allow the Consultant to submit a "Self Certification" in addition to the Completion certificate from client for any additional information that is not mentioned in the client certificate.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No

121	Section 2 : Instructions to Bidder	Page No. 10	Clause 10.1.1	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 3. Brief description of scope of works 4. Contract Agreement number and date 5. Type of contract 6. Name of the contractor 7. Starting Date and Contract Duration 8. Original date of completion In case of JV 9. Percentage participation of JV members 10. Apportionment of works between JV partners Status up to bid submission date 11. Value of project at award 12. Percentage of works completed 13. Value of work certified till date	We Request the client to kindly allow the consultant to submit a self certification in addition to the completion certificate from client for any additional information that is not mentioned in the client certificate	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
122	Section 4: Eligibility & Qualification Criteria	Page 2	Clause 1.1.2	Total value of DDC contract done during last five years in India or abroad. a) Must have done 1 similar contract costing minimum Rs 6.2 cr. Or, b) Must have done 2 similar contracts costing minimum Rs 3.9 cr. Or , c) Must have done 3 similar contracts costing minimum Rs 3 Cr. Joint Venture combined must meet requirement for 20 points.(Note 1)	We request client to relax the criteria to any member can meet the requirement whereas all JV members should have experience of working on DDC contracts in last 5 years	Please refer Addendum	Yes

123	Section 4: Eligibility & Qualification Criteria	Page 5	Clause 1.2.3	<p>Clause 1.2.3</p> <p>Total project management Experience during last ten years</p> <p>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</p> <p>Joint Venture combined must meet requirement for 20 points. (Note 1)</p>	<p>We request client to relax the criteria to any member can meet the requirement whereas all JV members should have experience of working on PMC contracts in last 10 years</p> <p>Note: We can check with client if we can use ongoing PMC projects done by SYSTRA India like DFCC, PMC Bhimsen Jhansi, PMC Gujarat (which do not have similar works but are PMC projects) and for which we haven't received the entire payment but there total consultancy fee meets the requirement</p>	Please refer Addendum	Yes
124	Section 2		2.1.1	<p>Estimate/Traffic Forecast for the passenger/public/tourist/footfall inflows over next 10 years</p>	<p>For traffic demand forecast, secondary data related to socio-economic profile of the Project influence Region Will have to be collected. It is therefore, requested historical traffic data and other socio-economic data available With the client may be provided to the consultants so that growth rate based on past trend of traffic growth may be estimated for traffic forecast.</p>	<p>Consultant should obtain all necessary datas, infos.etc. CMRL will facilitate .</p>	No

125	Section 2		2.1.3(f)	<p>Traffic surveys and analyses for design of traffic ingress/egress and multilevel basement parking facility and multi-modal traffic interchange, holistic integration and design of efficient traffic inventories.</p>	<p>Various surveys like manual classified counts, origin Destination Surveys, turning movement counts at the intersections in project influence Region, classified passenger counts at station building, parking survey, bus stop surveys , boarding alighting surveys etc, will be required to be conducted for the project.</p> <p>Consultants seek clarification regarding the type, duration and number of these Surveys to be conducted and the budget allocated for the same as conduct of these surveys would have cost implications</p>	<p>Consultant shall conduct surveys necessary to fulfill his contract obligation.</p>	No
126	Section 3			<p>Key professional staff and sub key professional staff</p>	<p>Project involves traffic and transportation studies to be conducted for assessment of passenger/public/tourist/football inflows over next 10 years. However, in the list of key and key professional traffic and transportation planner is not included .</p> <p>Therefore, it is requested that inclusion of 'traffic cum transportation planner' in the list of key or sub key professional may be considered by the client.</p>	<p>Key staffs proposed are only minimum requirement to this project</p>	No

127	Section 3			Key professional staff and sub key professional staff	It is suggested that the Client propose overall man-months for Key Experts and Sub-Key Experts or at least a Range of man months required to deliver the project as an open ended requirement may result in vastly differential submission	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
128	Section 2		2.1.1 2.1.3(f) And ToR 1.0, 1.3	<p>Estimate /Traffic Forecast for the passenger/ public/tourist/football inflows over next 10 years. Traffic surveys and analyse for design of traffic ingress. Egress and multilevel basement parking facility and ,multi-model traffic Interchange, holistic integration and design of efficient traffic inventories.</p> <p>Keeping in view the design period of 8 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</p>	To forecast traffic and conduct detailed surveys and analysis as mentioned in ToR, at least 3-4 months time is required to increase the time required for preparation of detailed design from 8 months to 12 months	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No

129	Bank Guarantee for Tender Security	14		In the REP it is mentioned that a BG issued from a public Sector undertaking Bank based in india is acceptable.	Kindly accept BG issued by any Commercial Bank like Axis Bank Ltd, ICICI Bank, HDFC Bank etc.also	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
130				No details provided in RFP regarding the building types and built up area of reach building which need to be designed under this project.	Hence we request CMRL to kindly provide these details so that a consultant can estimate the quantum of work demanded.	It is part of scope	No
131	Man-month requirement	3_29		Enclosure-1: Positions & Designations : Man - month requirement for each Expert is missing.	Kindly clarify the experts need to be deployed at site for supervision of the project with Man-month requirement during construction period .	Please refer Addendum	Yes
132	Preliminary project Report	3_7 Section-3			We request CMRL to kindly clarify Whether DDC has to prepare PPR report or not , as under Scope of work DDC work starts from DPR stage and it does not specify any requirement for PPR preparation. If PPR is already prepared, kindly share with consultants	Yes. It is part of scope	No

133	Payment During Design Phase:	5 Section -6 & 3-7		The payment terms proposed In RFP are not in line with the scope of work.	We suggest that payment should be made to consult on Submission of Draft DPR Report (2% of the Fee, Serial no 2) and payment for Submission of master plan stage should be merged with preparation of Conceptual plan (Serial number 6).We also request that the terms of payments should be discussed and finalized with the selected Consultant during contract negotiation stage and before signing of contract agreement	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
134	Payment During PMC	5 Section-6 & 3-7		The payment terms proposed In RFP are not in line with the scope of work	We suggest that payment should be made to consult on Submission of Draft DPR Report (2% of the Fee, Serial no 2) and payment for Submission of master plan stage should be merged with preparation of Conceptual plan) Serial number 6).We also request that the terms of payments should be discussed and finalized with the selected Consultant during contract negotiation stage and before signing of contract agreement	Please refer Addendum	Yes
135	Extension Of PMC duration	7		As per REP the Construction duration is 24 months	Request CMRL to kindly clarify how a consultant will be compensated if the project extended beyond 24 months	Please refer addendum	Yes

136	Refer REP	3_19		Obtaining Completion/Occupancy Certificated from local/statutory bodies (if required) and Taking No Objection Certificates from Fire/Forest/Environment department etc. (as required as per extant rules of the area).	We believe that obtaining these Certificates should be assigned under Contractor's responsibility.	Not agreed. Original contract condition prevails.(Revised Contract Condition same as original)	No
137	Lead Design Checker	3_3		The Lead design checker need to be appointed from dy 1 for checking of design and drawings submitted by DDC.	We assume that payment to lead design checker will be directly paid by CMRL and not including in the Consultant fee.	It is part of scope of works	No
138	Green Building Design	3-2 & 3-10		The RFP does not clarify the Green building rating for which the design has to be done	We request CMRL to kindly clarify the category of Green Building Certification required for this project(3star, 4 star,etc).We also believe that the charges for appointing Green Building Expert for documentation/simulation, obtaining Green building certification including visits of Green Building Experts will be directly paid by CMRL and not included in DDC fee	Will be decided after award of contract	No