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**Tamilnadu Polymer Industries Park Limited (TPIPL)**  
**19-A, Rukmini Lakshmi pathi Road, Egmore, Chennai – 600 008, Tamil Nadu**  
**Tel: 91-44-28551192; 28554479/80/84; Fax: 91-44-28553729**

**Request for proposal (RFP) for Selection of Project Management Consultant for Implementation of Plastic Industries Park in Tiruvallur District, Tamil Nadu. - Request for Proposal Document (RFP) / 309/Plastic Park / 2017.**

## **ADDENDUM**

<b>Sl.No.</b>	<b>Page No / Clause No.</b>	<b>Quote as per RFP</b>	<b>Clarifications sought</b>	<b>Reply / Clarifications</b>
1.			Request to specify the facilities to be provide by TPIPL to the site personnel.	The site personnel engaged by the PMC will be provided with appropriate facilities by the EPC Contractors. TPIPL will only facilitate both the concerned EPC Contractors and the PMC in securing permissions if any required for providing facilities, by the EPC & PMC at the site. The PMC should work out of their own facilities during Stage I and site facilities will be provided by the EPC Contractors during Stage II. In any case, TPIPL will not be liable in any manner for the safety and security of the site personnel engaged by both the EPC Contractors and PMC.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications																																																			
2.	RFP Page No.40 Clause 7.0 Payment Terms	<p>The proposed payment terms for the study are given below:</p> <table border="1" data-bbox="607 360 1075 871"> <thead> <tr> <th>Sl. No.</th> <th>Deliverable</th> <th>% to total work order value</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>Stage-I Engineering Design and Bid Process</b></td> </tr> <tr> <td>1.</td> <td>Inception Report</td> <td>5%</td> </tr> <tr> <td>2.</td> <td>Master Plan and Design Report along with Draft Tender Documents</td> <td>15%</td> </tr> <tr> <td>3.</td> <td>Submission of Final Tender Documents</td> <td>15%</td> </tr> <tr> <td>4.</td> <td>Submission of Bid Evaluation Report &amp; Recommendations</td> <td>15%</td> </tr> <tr> <td colspan="3"><b>Stage-II – PMC Services – 18 months</b></td> </tr> <tr> <td>5.</td> <td>To be paid on monthly basis for the entire duration of the project implementation period.</td> <td>50%</td> </tr> </tbody> </table>	Sl. No.	Deliverable	% to total work order value	<b>Stage-I Engineering Design and Bid Process</b>			1.	Inception Report	5%	2.	Master Plan and Design Report along with Draft Tender Documents	15%	3.	Submission of Final Tender Documents	15%	4.	Submission of Bid Evaluation Report & Recommendations	15%	<b>Stage-II – PMC Services – 18 months</b>			5.	To be paid on monthly basis for the entire duration of the project implementation period.	50%	<p>Request to change Milestones for payment of consultancy charges for Design &amp; PMC services as below:</p> <table border="1" data-bbox="1106 400 1590 956"> <thead> <tr> <th>Sl. No.</th> <th>Deliverable</th> <th>% to total work order value</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>Stage-I Engineering Design and Bid Process</b></td> </tr> <tr> <td>1</td> <td>Advance Payment</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Inception Report</td> <td>5%</td> </tr> <tr> <td>3</td> <td>Master Plan and Design Report along with Draft Tender Documents</td> <td>15%</td> </tr> <tr> <td>4</td> <td>Submission of final Tender Documents</td> <td>15%</td> </tr> <tr> <td>5</td> <td>Submission of Bid Evaluation Report &amp; Recommendations</td> <td>15%</td> </tr> <tr> <td colspan="3"><b>Stage-II – PMC Services – 18 Months</b></td> </tr> <tr> <td>6.</td> <td>To be paid on monthly basis for the entire duration of the project implementation period</td> <td>40%</td> </tr> </tbody> </table>	Sl. No.	Deliverable	% to total work order value	<b>Stage-I Engineering Design and Bid Process</b>			1	Advance Payment	10%	2	Inception Report	5%	3	Master Plan and Design Report along with Draft Tender Documents	15%	4	Submission of final Tender Documents	15%	5	Submission of Bid Evaluation Report & Recommendations	15%	<b>Stage-II – PMC Services – 18 Months</b>			6.	To be paid on monthly basis for the entire duration of the project implementation period	40%	Clause 7.0 Payment Terms of RFP page No.40 stays.
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3.	RFP Page No.11 Clause 4.4 v.	CVs signed by the proposed key professional staff and the authorized representative submitting the proposal (Section-4G). CVs with photographs and original signatures shall be considered for evaluation. No clarification shall be sought from the applicants. A firm attested Photo identity card should also be enclosed.	Request to allow scan signature of relevant person and authorised person on CV.	Scanned Signature of the Key Professional staff will be accepted on the respective CVs provided the CVs contain original signature of the authorized representative.																																																			

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Sl.No.	Page No / Clause No.	Quote as per RFP			Clarifications sought	Reply / Clarifications
4.	RFP Page No.39 Clause 6 Deliverables and Time Frame	Sl. No.	Deliverable	Time frame (from the date of signing of agreement with TPIPL)	Request is that the consultant will propose 2 revisions of deliverables during project timeline. Any revisions in deliverables over above this will be mutually discussed and agreed between TPIPL & Consultant.	Clause 6 Deliverables and Time Frame of RFP Page No.39 stays.
<b>Stage I – Engineering Design and Bid Process</b>						
1.	Inception Report	Two weeks				
2.	Master Plan and Design Report along with Draft Tender documents	Ten weeks				
3.	Submission of final Tender documents by Consultants	Twelve weeks				
4.	Submission of Bid Evaluation Report / Recommendations	Twenty four weeks				
<b>Stage II – PMC Services – 18months</b>						
1.	Monthly Progress Reports					
5.	RFP Page No.33 Clause 4.10 Project Packaging and Procurement Plan	Based on the project development plan envisaged by TPIPL, the Consultant will prepare a project packaging plan followed with a procurement plan.			Request to elaborate consultants expected services on Project Packaging and Procurement Plan.	The Consultant is expected to develop contract packages based on the implementation plan and the available cash flows. The identified packages have to be supported with procurement plan such as EPC, O&M, etc., compatible with overall project implementation schedule

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6.			Request to consider that the overall liability of the consultant shall be subject to the maximum of 10% of the total consultancy contract value.	The maximum amount of aggregate liability and Indemnity of Consultant in any event shall not be more than the fee received by the Consultant till that date.
7.	RFP Page No.17 Clause – 2.1	Last date for submission of proposals is 26 <sup>th</sup> September, 2017 (on or before 3.00 P.M.)	Request to extend the bid submission date by one more week so as to enable to give the consultants sufficient time to prepare and submit the bids.	The last date for submission of Bid is modified as 05.10.2017 ( on or before 3.00 P.M) and opening of Technical bids is modified as 05.10.2017 at 3.30 PM
8.			Request to provide a brief summary on the project cost, source of funds, details of utilities etc., for the project.	A copy of the Executive summary of the Detailed Project Report prepared by TPIPL is enclosed for reference. Please refer <b>Attachment to Addendum.</b>
9.	RFP Page No.19 Clause 3.5.4 of Sl.No.3	Remaining marks will be assigned as below: Two additional marks will be given for the Key Personnel if they possess additional qualification and experience in their respective fields defined in Clause 3.3 of Section-2.	This clause is not clear and therefore it needs to be modified appropriately.	Clause 3.5.4 of Sl.No.3 of Page 19 of RFP is modified as below: One additional mark will be given to each key personnel if they possess additional qualification in the relevant field. A maximum of two additional marks will be given to each Key Personnel for additional qualification irrespective of the number of additional qualification in the relevant field defined in Clause 3.3 of Section-2 of Page No.8 &9 of the RFP.

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<b>Sl.No.</b>	<b>Page No / Clause No.</b>	<b>Quote as per RFP</b>	<b>Clarifications sought</b>	<b>Reply / Clarifications</b>
10.			Request to indicate whether the cost assessment of the respective EPC Contracts should be done by the Project Management Consultants.	The cost assessment of the respective EPC Contracts should be done by the Project Management Consultants.
11.			Request to clarify certification and verification of bills has to be done by the PMC.	The certification and verification of bills of the EPC Contractors has to be done by the PMC.
12.			Request for any additional studies other than indicated in the RFP needs to be done under unavoidable circumstances and which is agreed by the TPIPL then the extension of time should be granted to the PMC and the additional cost with respect to the additional study has to be borne by TPIPL other than the fees.	If such an eventuality arises, it will be settled through mutual agreement.
13.	RFP Page No. 34 Clause 4.1.1 Documentation and assistance for clearances required	The Consultant will support TPIPL and render all assistance in securing the following approvals for the successful implementation of the project. <ul style="list-style-type: none"><li>- Approval from Tamilnadu Pollution Control Board</li><li>- Building height clearance from Airports Authority of India (AAI)</li><li>- Layout approval from Directorate of Town and Country Planning</li></ul>	Request to clarify whether the responsibility in getting the clearance mentioned in Clause 4.1.1 of RFP Page No. 34 required for the implementation of the project will be with PMC or EPC Contractor.	Clause 4.1.1 Documentation and assistance for clearances required in Page No. 34 stays.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
		<ul style="list-style-type: none"> <li>- Building plan and other approvals from the relevant authorities.</li> <li>- Approval for power and water supply and Sewerage disposal from concerned Authorities.</li> <li>- Approval from Fire and Explosives Department</li> <li>- Approval from the other relevant / Statutory Govt. Depts. / Agencies</li> </ul> <p>The consultant shall assist TPIPL by providing with required documentation for seeking the approvals from the concerned statutory bodies.</p>		
14.			Request to clarify whether the successful PMC should have a full-fledged office at Chennai for carrying out works during Stage I.	The successful PMC should have a full-fledged office at Chennai for carrying out works during Stage I.
15.			Request to indicate when the Letter of Award will be issued.	The bid validity period is 90 days, within which period Letter of Award is expected to be issued.
16.	RFP Page No.7 Clause 3.1.1 Technical Eligibility	The Consultant should have experience in the following assignments during the last ten years preceding 30th June, 2017. Eligible Assignments: For the purposes of satisfying the Conditions of Eligibility and for	Bidder requests Client to kindly confirm that Oil Refinery Projects and Petrochemical Projects will be considered under the category 'Manufacturing Industrial Parks/ Manufacturing Industrial Estates'.	Oil Refinery Projects and Petrochemical Projects will <b>not be</b> considered under the category 'Manufacturing Industrial Parks/ Manufacturing Industrial Estates'.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
		<p>evaluating the Proposals under this RFP, below mentioned advisory/consultancy assignments shall be deemed as eligible assignment.</p> <p>(i) Experience in planning and design services for minimum three Manufacturing Industrial Parks/ Manufacturing Industrial Estates/ Manufacturing SEZs having a minimum extent of 250 Acres with a minimum project cost of INR 150 Crores each during the last ten years.</p> <p>(ii) Experience in providing Project Management Consultancy services for a minimum of three Area Development / Infrastructure Projects including Urban Infrastructure Projects with a minimum project cost of INR 150 Crores each during the last ten years. Out of the three projects, the consultant would have provided Project Management Consultancy services for at least one Government / Government agencies project.</p> <p>For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposals under this</p>		

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
		RFP, Area Development Projects will include Manufacturing SEZs / Manufacturing Industrial Estates/ Manufacturing Industrial Parks, Infrastructure shall include roads, Sewerage system, Water distribution network, electricity distribution network and Construction of buildings.		
17.	General		Request to share the tentative Project cost.	The estimated project cost is Rs.264.40 crores.
18.	General		Request to share the available data i.e. proposed units and Master Plan / Lay out Plan.	TPIPL would share the available data with the successful bidder. However, Executive Summary of the DPR prepared by TPIPL will be enclosed as indicated in Reply/Clarifications SI.No.8.
19.	RFP Page No.8 Clause 3.3 Availability of Key personnel	<p><b><u>Position</u></b> Infrastructure Engineer (Roads and Drainage).</p> <p><b><u>Educational Qualifications with experience</u></b> Master in Civil Engineering / Transportation Engineers with minimum 10 years experience.</p>	<p>Request to amend the clause and read as under:</p> <p>Bachelor degree in Civil Engineering/ Transportation Engineering with minimum 10 year experience</p>	Master in Civil Engineering / Transportation Engineering with minimum 10 years experience only will be considered.



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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
20.	RFP Page No.9  Clause 3.3 Availability of Key personnel - Electrical and HVAC engineer ,	<b><u>Position</u></b> Electrical and HVAC Engineer  <b><u>Educational Qualifications with experience</u></b> Master in Electrical Engineering or equivalent with minimum 10 years experience.	Request to amend the clause and read as under:  Bachelor Degree in Electrical Engineering or equivalent with minimum 10 year experience	Master in Electrical Engineering or equivalent with minimum 10 years experience only will be considered.
21.	RFP Page No.9 Clause 3.3 Availability of Key personnel - Procurement Expert	<b><u>Position</u></b> Procurement Expert  <b><u>Educational Qualifications with experience</u></b> Master in Engineering / Planning/ Management Science with minimum 10 years experience.	Request to amend the clause and read as under:  Bachelor Degree in Engineering / Planning / Management / Science with minimum 10 years experience.	Master in Engineering / Planning / Management Science with minimum 10 years experience will be considered.
22.	RFP Page No.12 Clause 5.7 Performance Security	With in five working days of the date of the Letter of Award from TPIPL and prior to the execution of the agreement, the successful Bidder shall furnish to TIDCO a Performance Security in the form of an irrevocable Bank Guarantee from any Scheduled Bank in favour of "Tamilnadu Polymer Industries Park Limited" 13 enforceable in Chennai for an amount equivalent to Ten Percent of the Awarded Lumpsum Fees in the Format given	Client is requested to please replace the words "Ten" in 1st line of clause no. 5.7 on page no 13 with the words "five".	The word "Ten" is replaced instead of word "Five" in the first line and the word TPIPL is replaced instead of word "TIDCO" in the second line of Clause No.5.7 of Page No.12 of RFP.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
		<p>under Section 5 of RFP. Failure of the Successful bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Award. The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such Guarantee (and the cost of Guarantee) shall be at the expense of the successful bidder.</p>		
23.	New Clause		<p><b>Limitation of PMC's Liability:</b> PMC's overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to <b>5% of 'Consultancy Fee'</b> plus corrective services without any additional cost to Client for any faulty services arising due to reasons solely attributable to PMC, i.e. error or omission in the technical work/ services performed by PMC in respect of PMC's scope of services, provided that no such liability shall lie two months after the date of completion of PMC's services as defined under this Contract.</p>	Please refer to Reply/Clarifications provided in SI.No.6.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
24.	New Clause		<b>Consequential Damages:</b> In no case EIL shall be responsible for any penalty or consequential, direct or indirect losses and damages such as loss of use or revenue, products or profits	Not Accepted.
25.	New Clause		<b>Suspension:</b> In the event Client opts to suspend PMC's services for any reason other than defaults of PMC, PMC shall be compensated for the idling of manpower/resources for the period of suspension at PMC man-day rates in vogue.	No compensation will be paid to any interim suspension with in the Contract period.
26.	New Clause		<b>Termination:</b> Client may at any time terminate the contract by giving 30 days notice without assigning any reasons. In case of termination of the contract for any reason; EIL shall be compensated for the services performed upto the date of Termination.	The Termination Clause will be included in the Contract to be signed with the successful Bidder.
27.	New Clause		<b>Force Majeure:</b> Any delay in or failure of performance by either party to this contract, shall not constitute default hereunder or give rise to any claims for damages/compensation against said party if and to the extent	The Force Majeure Clause will be included in the Contract to be signed with the successful Bidder.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
			<p>caused by matters beyond the control of said party, including, but not limited to, acts of God, general strikes or other concerned acts of workmen, lockouts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather and civil commotion.</p> <p>Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under this contract, will justify the affected party's claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for one month, the parties shall consult with each other regarding the future execution of the contract and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.</p>	

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
28.			<b>Arbitration:</b> In the event of any dispute or differences between the parties under this CONTRACT, which cannot be amicably resolved shall be referred to a Sole Arbitrator to be mutually appointed by the Parties, in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and its amendments till date. The cost of Arbitration Proceedings shall be borne equally between the parties. The venue of arbitration shall be New Delhi. The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.	The Arbitration Clause will be included in the Contract to be signed with the successful Bidder.
29.	RFP Page No.5 Clause 1.3 RFP Document fee	The Request for Proposal (RFP) document is available on the website of TIDCO <a href="http://www.tidco.com">www.tidco.com</a> from 18th August 2017 onwards. The RFP document is priced at Rs.25,000/- (Rupees Twenty Five thousand only) plus GST @ 18%. Bidders can purchase the RFP document at TPIPL Registered	Request to reduce cost of RFP document fee to Rs.5,000/- as this is non-refundable.	Clause 1.3 & 5.6 of RFP page No.5 & 12 stays.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
	RFP Page No.12 Clause 5.6	<p>office on payment of the document fee. Those Bidders who have chosen to download the RFP document from the website are required to submit a non-refundable fee of Rs.25,000 (Rupees Twenty five thousand only) plus GST @ 18%. towards the cost of bidding document through a crossed Demand Draft drawn on any scheduled bank in favour of Tamilnadu Polymer Industries Park Limited , payable at Chennai along with Technical proposal. Those proposals not accompanied by above fee will be treated as Non responsive and will be summarily to be rejected.</p> <p>RFP document can be obtained between 11:00 hrs and 17:00 hrs on all working days on payment of a fee of <b>Rs. 25,000 (Rupees Twenty five thousand only)</b> plus GST @ 18%. in the form of a crossed Demand Draft (DD) drawn on any Scheduled Bank in India in favour of "Tamilnadu Polymer Industries Park Limited" and payable at Chennai.</p>		

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
30.	RFP Page No.5 Clause 1.4 Bid Security	<p>A Bid Security for an amount of Rs. 5,00,000/- (Rupees Five Lakh only) in the form of a Demand draft / Bankers Cheque payable at Chennai drawn in favour of "Tamilnadu Polymer Industries Park Limited ." from any Scheduled bank shall be submitted along with the Original Proposals.</p> <p>Those proposals not accompanied by Bid Security will be treated as Non responsive and will be summarily rejected. Bid Security of the successful bidder will be returned upon receipt of the Performance Security. The Bid Security of the unsuccessful bidders will be returned within four weeks of completion of the selection process. TPIPL is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.</p>	Request to accept the Bid security in the form of Bank Guarantee.	Clause 1.4 of RFP page No.5 stays.
31.	RFP Page No.5 Clause 1.4 Bid Security	A Bid Security for an amount of Rs. 5,00,000/- (Rupees Five Lakh only) in the form of a Demand draft /	Request to reduce the Bid security amount to Rs.1 lac.	Clause 1.4 of RFP page No.5 stays.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications				
		<p>Bankers Cheque payable at Chennai drawn in favour of "Tamilnadu Polymer Industries Park Limited ." from any Scheduled bank shall be submitted along with the Original Proposals.</p> <p>Those proposals not accompanied by Bid Security will be treated as Non responsive and will be summarily rejected. Bid Security of the successful bidder will be returned upon receipt of the Performance Security. The Bid Security of the unsuccessful bidders will be returned within four weeks of completion of the selection process. TPIPL is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.</p>						
32.	RFP Page No.7 Clause 3.1.1(i) of Technical Eligibility –	<p>The Consultant should have experience in the following assignments during the last ten years preceding 30th June, 2017. Eligible Assignments: For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this</p>	<p>Request to revise the technical eligibility criteria to enhance participation in bidding process.</p> <table border="1" data-bbox="1106 1289 1601 1385"> <thead> <tr> <th data-bbox="1106 1289 1352 1321">As per RFP</th> <th data-bbox="1352 1289 1601 1321">Suggested</th> </tr> </thead> <tbody> <tr> <td data-bbox="1106 1321 1352 1385">Experience in planning and design</td> <td data-bbox="1352 1321 1601 1385">Experience in planning and design</td> </tr> </tbody> </table>	As per RFP	Suggested	Experience in planning and design	Experience in planning and design	Clause 3.1.1 (i) of Technical Eligibility of RFP page No.7 stays.
As per RFP	Suggested							
Experience in planning and design	Experience in planning and design							



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		<p>RFP, below mentioned advisory/consultancy assignments shall be deemed as eligible assignment.</p> <p>(i) Experience in planning and design services for minimum three Manufacturing Industrial Parks/ Manufacturing Industrial Estates/ Manufacturing SEZs having a minimum extent of 250 Acres with a minimum project cost of INR 150 Crores each during the last ten years.</p>	<table border="1"> <tr> <td data-bbox="1104 280 1352 624">services for minimum three manufacturing industrial parks / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.</td> <td data-bbox="1352 280 1601 624">services for minimum three manufacturing industrial parks / Manufacturing Industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.</td> </tr> </table>	services for minimum three manufacturing industrial parks / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.	services for minimum three manufacturing industrial parks / Manufacturing Industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.					
services for minimum three manufacturing industrial parks / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.	services for minimum three manufacturing industrial parks / Manufacturing Industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.									
33.	RFP Page No.8 Clause 3.3 Availability of key personnel	<p><b><u>Position</u></b> Team Leader</p> <p><b><u>Minimum Desired Experience</u></b> Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure projects in the capacity of Team Leader / Project Manager / Project Director</p>	<p>We suggest to revise the experience of following expert.</p> <table border="1"> <thead> <tr> <th data-bbox="1104 967 1216 999">Position</th> <th data-bbox="1216 967 1402 999">As per RFP</th> <th data-bbox="1402 967 1601 999">Suggested</th> </tr> </thead> <tbody> <tr> <td data-bbox="1104 999 1216 1385">Team leader</td> <td data-bbox="1216 999 1402 1385">Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure projects in the</td> <td data-bbox="1402 999 1601 1385">Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure</td> </tr> </tbody> </table>	Position	As per RFP	Suggested	Team leader	Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure projects in the	Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure	The Minimum desired experience for Team leader in Clause 3.3 of the of RFP page No.8 stays.
Position	As per RFP	Suggested								
Team leader	Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure projects in the	Should have an overall experience in design and project management two area development projects (Manufacturing) having a minimum extent of 250 acres / Urban infrastructure								

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought		Reply / Clarifications				
				capacity of Team leader / Project Manager / Project Director  projects in the capacity of Team leader / Project Manager / Project Director out of two projects, one project should be industrial / SEZ project.					
34.	RFP Page No.18 Clause 3.5.3 SI.No.1 a) of Evaluation Criteria	Experience in planning and design services for minimum three Manufacturing Industrial Parks/ Industrial Estates/ SEZs having a minimum extent of 250 Acres with a minimum project cost of INR 150 Crores each during the last ten years.	We suggest to revise the evaluation criteria to enhance participation in bidding process. <table border="1" data-bbox="1106 703 1592 1198"> <thead> <tr> <th data-bbox="1106 703 1352 735">As per RFP</th> <th data-bbox="1352 703 1592 735">Suggested</th> </tr> </thead> <tbody> <tr> <td data-bbox="1106 735 1352 1198">Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.</td> <td data-bbox="1352 735 1592 1198">Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.</td> </tr> </tbody> </table>		As per RFP	Suggested	Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.	Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.	Clause 3.5.3 Si.No.1a) of Evaluation Criteria of RFP page No. 18 stays.
As per RFP	Suggested								
Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.	Experience in planning and design services for minimum three Manufacturing industrial parks / Manufacturing industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres during the last fifteen years.								

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
35.	Dispute settlement (Additional)	-	We request add the following clause in RFP document / consultancy contract : <i>"In case of dispute between the parties, if any. Both parties must have right to refer the dispute for Arbitration by appointing their respective arbitrator and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. The arbitration proceedings shall be carried as per the provisions of the Arbitration and Conciliation Act, 1996".</i>	Please refer to the Reply/ Clarifications provided in SI.No.28
36.	Governing Law & Jurisdiction (Additional)	-	We request add the following clause in RFP document / Consultancy Contract. This contract shall be governed as per the Indian Laws and Courts of India.	The Contract will be governed by Indian laws.
37.	Termination (Additional)	-	There shall be at least 30 days written notice to be served by the either parties for terminating the contract. Further, Employer shall pay to the consultant its fees for the satisfactory services provided prior to the effective date of termination.	Please refer to the Reply/ Clarifications provided in SI.No.26

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
38.	Liability of the Consultant (Additional)	-	We request add the following clause in RFP document / Consultancy Agreement, which is in line with the general bidding practices in India: <i>“Notwithstanding anything contained in this Contract, RFP or any other document, the maximum amount of aggregate liability and indemnity of Consultant in any event shall not be more than the fee received by the Consultant till that date”.</i>	Please refer to Reply/Clarifications provided in SI.No.6.
39.	Force Majeure Clause (Additional)	-	We request add the following clause in RFP document / consultancy contract : <b><u>Force Majeure</u></b> <i>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the</i>	Please refer to the Reply/ Clarifications provided in SI.No.27.

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Sl.No.	Page No / Clause No.	Quote as per RFP		Clarifications sought	Reply / Clarifications
				<p><i>circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</i></p> <p><i>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</i></p> <p><i>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</i></p>	
40.	RFP Page No.17 Clause 2.1	Last date for submission of proposals	26 <sup>th</sup> September,2017 (on or before 3.00 P.M.)	Please provide atleast 15 days for preparation of proposal after issuing the clarification on pre-bid queries.	Please refer to the Reply/ Clarifications provided in SI.No.7

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
41.	RFP Page No.7 Clause 3.1.1 Technical eligibility	Experience in planning and design services for minimum three Manufacturing Industrial Parks / Manufacturing Industrial Estates / Manufacturing SEZs having a minimum extent of 250 acres with a minimum project cost of INR 150 crores each during the last ten years.	We understand that manufacturing industrial parks / Manufacturing industrial estates / Manufacturing SEZs refers to industrial parks / estates / SEZs housing manufacturing industries. We request you to confirm / clarify the same.	The Manufacturing industrial parks / Manufacturing industrial estates / Manufacturing SEZs refers to industrial parks / estates / SEZs in which the major area (atleast 80 %) should comprise of Manufacturing activities. It may also have Social and residential infrastructure but the majority of the area (atleast 80 %) should comprise Manufacturing industries. In the case of SEZs the area to be considered will be only the Processing Zone.
42.	RFP Page No.8 Clause 3.3 Availability of key personnel	<b><u>Position</u></b> Team Leader <b><u>Educational Qualification</u></b> Graduate in Civil Engineering with Post Graduate in Civil / Structural Engineering.	Based on our understanding deputing Master's degree professionals in all position will lead to high bid value. Moreover, the acceptance level for site deputation will be very invited. Hence, we request you to consider the qualification as Bachelor's degree in Architecture and confirm the same.	Graduate in Civil Engineering with Post Graduate in Civil / Structural Engineering only will be considered.
43.	RFP Page No.8 Clause 3.3 Availability of key personnel	<b><u>Position</u></b> Infrastructure Engineer (Roads and Drainage <b><u>Educational Qualification</u></b> Masters in Civil Engineering / Transportation Engineering.	As we mentioned above request you to consider the qualification as Bachelor's degree in Civil Engineering and confirm the same.	Masters in Civil Engineering / Transportation Engineering only will be considered.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
44.	RFP Page No.9 Clause 3.3 Availability of key personnel	<b><u>Position</u></b> Electrical and HVAC Engineer <b><u>Educational Qualification</u></b> Masters in Electrical Engineering or equivalent.	As mentioned above, we request you to consider the qualification as Bachelor's degree in Electrical Engineering and confirm the same.	Masters in Electrical Engineering or equivalent only will be considered.
45.	RFP Page No.9 Clause 3.3 Availability of key personnel	<b><u>Position</u></b> Procurement Expert <b><u>Educational Qualification</u></b> Masters in Engineering / Planning / Management Service.	As mentioned above, request you to consider the qualification as Bachelor's degree in Engineering and confirm the same.	Masters in Engineering / Planning / Management Service only will be considered.
46.	RFP Page No.9 Clause 3.3 Availability of key personnel	<b><u>Position</u></b> Finance cum Accounts Professional <b><u>Educational Qualification</u></b> ICWA / MBA (Finance) / M.Com., with minimum 10 years of experience.	As mentioned above, we request you to consider the qualification as Chartered Accountant (CA) and confirm the same.	The Educational Qualifications for Finance Cum Accounts Personnel in Clause 3.3 of RFP page No.9 will include Chartered Accountant (CA)
47.	RFP Page No.10 Clause 4.3 (v) of Technical Proposal	Individual Experts / Retainer Consultants can be included as Key personnel with an undertaking from the Applicant. Only two positions shall be allowed to be fielded as Individual Experts / Retainer Consultants except Team Leader and Resident Project Engineer positions.	We request you to consider minimum four (4) positions to be fielded as key personnel individual experts / retainer consultant except Team leader and Resident Project Engineer and confirm the same.	Clause 4.3 (v) of Technical Proposal of RFP Page No.10 stays.

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications
48.	RFP Page No.34 Clause 4.11 Terms of Reference	<p>Documentation and assistance for clearances required.</p> <p>The Consultant will support TPIPL and render all assistance in securing the following approvals for the successful implementation of the project.</p> <ul style="list-style-type: none"><li>- Approval from Tamilnadu Pollution Control Board</li><li>- Building height clearance from Airports Authority of India (AAI)</li><li>- Layout approval from Directorate of Town and Country Planning</li><li>- Building plan and other approvals from the relevant authorities</li><li>- Approval for power and water supply and Sewerage disposal form concerned authorities</li><li>- Approval from Fire and Explosives department</li><li>- Approvals from the other relevant / Statutory Govt. Depts. / Agencies</li></ul>	<p>Most of the approvals are to be obtained by EPC contractor after carrying out the design detailed engineering by the EPC Contractor. It will be pertinent to include the activity of obtaining approval / clearance in the scope of EPC contractor. Consultant can assist for the correctness of the documentation prior to submission of relevant document to the authorities. We request you to confirm the same.</p>	<p>Please refer to queries to Reply/Clarifications provided in SI.No.13.</p>



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<b>Sl.No.</b>	<b>Page No / Clause No.</b>	<b>Quote as per RFP</b>	<b>Clarifications sought</b>	<b>Reply / Clarifications</b>
		The Consultant shall assist TPIPL by providing with required documentation for seeking the approvals from the concerned statutory bodies.		
49.	RFP Page No.36 Clause 5.3 Project Management Services including Construction Supervision	The Consultant shall provide overall Project Management Services covering but not limited to the following: - Establish Project Management System and Procedures - Planning and Scheduling Control and monitoring - Cost Control - Change order Control Management - Project Documentation Control. During execution of the project, the consultant shall act as representatives of TPIPL for reviewing and monitoring the progress and quality of the construction / equipment of the project. The consultant shall be fully responsible for effective time and cost control of the project failing which he shall be liable for levy of penalty.	We understand that this clause is applicable for the consultants those who are not having full-fledged regular office in Chennai. We have full-fledged regular office in Chennai and can reach to the site within an hour. We are planning to provide the necessary support and coordination between TPIPL and the EPC Contractor from our established office. We request you to confirm the same.	Not Accepted. However, Please refer to Reply/Clarifications provided in SI.No.1

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Sl.No.	Page No / Clause No.	Quote as per RFP	Clarifications sought	Reply / Clarifications																								
		The Consultant shall provide all the approved Project personnel (team leader & his team), full-fledged office and administrative support at the Project site so as to coordinate the activities between TPIPL and the EPC Contractors and perform the roles.																										
50.	RFP Page No.40 Clause 7.0 Payment Terms	<table border="1"> <thead> <tr> <th data-bbox="607 600 674 679">Sl. No.</th> <th data-bbox="674 600 927 679">Deliverable</th> <th data-bbox="927 600 1077 679">% to total work order value</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="607 679 1077 711"><b>Stage-I Engineering Design and Bid Process</b></td> </tr> <tr> <td data-bbox="607 711 674 743">1.</td> <td data-bbox="674 711 927 743">Inception Report</td> <td data-bbox="927 711 1077 743">5%</td> </tr> <tr> <td data-bbox="607 743 674 823">2.</td> <td data-bbox="674 743 927 823">Master Plan and Design Report along with Draft Tender Documents</td> <td data-bbox="927 743 1077 823">15%</td> </tr> <tr> <td data-bbox="607 823 674 879">3.</td> <td data-bbox="674 823 927 879">Submission of Final Tender Documents</td> <td data-bbox="927 823 1077 879">15%</td> </tr> <tr> <td data-bbox="607 879 674 967">4.</td> <td data-bbox="674 879 927 967">Submission of Bid Evaluation Report &amp; Recommendations</td> <td data-bbox="927 879 1077 967">15%</td> </tr> <tr> <td colspan="3" data-bbox="607 967 1077 999"><b>Stage-II – PMC Services – 18 months</b></td> </tr> <tr> <td data-bbox="607 999 674 1106">5.</td> <td data-bbox="674 999 927 1106">To be paid on monthly basis for the entire duration of the project implementation period.</td> <td data-bbox="927 999 1077 1106">50%</td> </tr> </tbody> </table>	Sl. No.	Deliverable	% to total work order value	<b>Stage-I Engineering Design and Bid Process</b>			1.	Inception Report	5%	2.	Master Plan and Design Report along with Draft Tender Documents	15%	3.	Submission of Final Tender Documents	15%	4.	Submission of Bid Evaluation Report & Recommendations	15%	<b>Stage-II – PMC Services – 18 months</b>			5.	To be paid on monthly basis for the entire duration of the project implementation period.	50%	We understand that the project implementation shall be completed within 18 months. Kindly confirm, in case the project implementation is extended beyond 18 months for whatsoever reason, whether consultant will be compensated accordingly.	Please refer to the Reply/ Clarifications provided in SI.No.12
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