

Appointment of Advisor for Development of Smart Industrial Port City (SIPC) at Kandla – Gandhidham – Adipur Complex

Pre-bid Meeting Held on 9th December 2015

Replies to Bidders' Queries and Addendum – IV

1. Replies to Bidders' Queries:

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
1.	19 (a) (c) and 19 (b) (c) (Page 11, Form of Contract)	Termination	This clause restricts the statutory right of both the Parties to demand an appeal from the Arbitration Award. Request suitable modification to ensure rights of each Party under the Law.	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.
2.	19 (c)	Termination – Cessation of rights and obligations	As per the provision, the obligation of the consultant to maintain confidentiality shall subsists post termination. Bidder requests to consider a period of one year post termination.	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.
3.	24 of GCC and 24.1 of SCC	Insurance	As per the RFP the insurance is required to be maintained by the Consultant at its own cost on the terms and conditions of the Client. The amount for the insurance under SCC is not provided and shall be required to be approved subsequently by Client. Bidder requests client to kindly reimburse the cost of such insurance(s).	<p>The Consultant shall maintain all required insurance at their own cost. KPT shall not reimburse the cost of insurance. For sake of clarity Clauses 24 (b) and 24 (C) of GCC are being amended to read as follows:</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage <i>for the project period</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>Rs. 25 lakh per accident with minimum coverage for the project period.</i>;</p>
4.	42.2 of the GCC	Penalty	Bidder requests to reduce this penalty to 0.25% of the total contract value per completed week of delay, up to a maximum of 5 percent of the total contract value effectively received by the bidder on account of delay for reasons solely attributable to Bidder.	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.

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5.	45 of the GCC and SCC	Settlement of Dispute: Arbitration	Bidder requests to include the Permanent Machinery of Arbitration (PMA)" under this contract.	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.??
6.	23.1 of SCC	Limitation of Liability	Bidder requests to include the following Clause under Limitation of Liability under the Contract: "Bidder's overall liability under this Contract for all guarantees, warranties of whatsoever nature, whether expressed or implied shall be limited to 10% (ten percent) of the Contract Value effectively received by EIL."	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged. Please refer to response to Query No. 17 below.
7.	34.1 of GCC	Taxes & Duties	Bidder requests to include a suitable provision in the contract for reimbursement of any variation in existing taxes & duties and/or introduction of any new duties and taxes. Financial impact of any variation in existing taxes & duties and/or introduction of any new duties and taxes shall be to Client's account.	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.
8.	RFP	EMD	Bidder being a PSU under the Central Government of India, requests client to accept EMD in the form of Bank Guarantee in place of Demand Draft.	Provision made in the Revised RFP (Addendum – III) remain unchanged.
9.	Clause 2.17 of RFP	Retention Money	Bidder requests client to accept a Performance Bank Guarantee of 10% of Contract Value instead of deduction of retention money from the running invoices.	Provision made in the Revised RFP (Addendum – III) remain unchanged.
10.	RFP	Payment Terms	Bidder requests client to define the timeline of approval of final master plan report subsequent to which final 5% payment will be released by the client, as 15 days from the date of submission of the same, beyond which the corresponding payment shall be deemed payable, and bidder shall raise invoice for the same.	Provision made in the Revised RFP (Addendum – III) remain unchanged.

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11.	2.2.8	Technical Eligibility	<p>RFP Provision:</p> <p>The bidder should have completed by itself (in the case of a single bidder) or collectively (in the case of a Consortium bidder) in last 7 years (ending June 30, 2015) similar type of Projects comprising of :</p> <p>“Integrated Urban Planning / Industrial Area Planning with cost over Rs. 500 Cr and spread over an area of more than 500 acre”.</p> <p>The bidder (single or consortium) need to submit the notarized copy of the work order and completion certificate from respective client for each project in support of their claim.</p> <p>Revision post issue of clarification</p> <p>Completion Certificate is required. □ In case Completion Certificate is not available, Work order with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder shall be acceptable. □ However the work order shall clearly mention the scope of work /Deliverables.</p> <p>Bidder's Suggestion:</p> <p>Request you to please modify the clause as follows</p> <p>In case Completion Certificate is not available, Work order with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder or CA certificate certifying the payments received shall be acceptable.</p> <p>However the work order shall clearly mention the scope of work /Deliverables.</p>	<p>Bidder's suggestion accepted. Clause 2.2.8 is amended to read as follows:</p> <p>The bidder should have completed by itself (in the case of a single bidder) or collectively (in the case of a Consortium bidder) in last 10 years (ending November 30, 2015) similar type of Projects as specified in Summary Sheet Clause 1.5.1 Technical Evaluation.</p> <p>The bidder (single or consortium) need to submit copy of the work order and completion certificate from respective client for each project in support of their experience claim from A1 to A9.</p> <p>In case Completion Certificate is not available, Work Order with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder or Chartered Accountant's Certificate certifying the respective payments received shall be acceptable. <u>However, the work order shall clearly mention the scope of work /Deliverables.</u></p>

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12.	1.5.1	Technical Evaluation – Experience of Key Personnel	<p>Please include Program Schedule and Cost Risk Management scope as part of the Phase-III and allocate appropriate position/personnel for the same. The additional scope will require preparation of dashboard monitoring, cost and risk management, in particular. This role is envisaged to be a level higher than “Construction Supervisor”.</p> <p>This expert shall have at least 10 years of relevant experience.</p>	Please refer to revised RFP (Addendum III.) The Scope of Work has been revised and as such Phase III Services described in the earlier RFP are not included in the current assignment.
13.	1.4 and 1.5.2	Evaluation Method	<p>RFP Provision:</p> <p>Total Marks = (Technical Score)*70% + (Financial Score)*30%</p> <p>Bidder's Suggestion:</p> <p>Considering the significance of the project and being one-of its kind, higher weightage should be given to technical qualification, therefore, request you to please modify the evaluation criteria to 80 : 20 (Technical : Financial)</p>	<p>Quality and Cost Based Selection:</p> <p>Final combined Technical and Financial Score shall be calculated as follows:</p> <p>Total Score = (Technical Score)*80% + (Financial Score)*20%</p>
14.		Submission Date	Request you to please extend the bid submission date to 15 th January 2016 considering the Christmas and New year holidays.	Provision made in the Revised RFP (Addendum – III) remain unchanged.

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15.	GCC 27.1	Proprietary Rights of the Client in Reports and Records	<p>Contract Provision:</p> <p>Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>Bidder's Suggestion:</p> <p>Request you to please modify the clause as follows</p> <p>Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Consultant Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p>	Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.

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16.	GCC 41.2.2	Final Payment	<p>Contract Provision:</p> <p>The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump- sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day□period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall □thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>Bidder's Suggestion:</p> <p>Request you to please modify the clause as follows</p> <p>The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within <i>forty five (45)</i> ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such <i>forty five (45)</i> ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>	<p>Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.</p> <p>For sake of clarity Clause No. GCC 41.2.2 is amended to read as follows:</p> <p>41.2.2 <i>The Final Payment</i> .The final payment under this Clause shall be made only after the final report I have <i>has</i> been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day□period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall □thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>

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17.	SCC 23.1	Limitation of Consultant's Liability	<p>Bidder's Suggestion:</p> <p>Request you to please modify the clause as follows</p> <p>Limitation of the Consultants' Liability towards the Employer</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, The Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation <input type="checkbox"/> or exclusion from liability which is prohibited by the "Applicable Law",</p>	<p>Bidder's suggestions regarding SCC 23.1 (a) and 23.1 (b) are not accepted. As regards Clause GCC 23.1 (a) (ii) it is clarified that the multiplier to determine the Consultant's liability for direct loss or damage shall be one. Accordingly, for sake of clarity, Clause SCC 23.1 is amended to read as follows:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law",</p>
18.	SCC 24.1	Insurance	<p>This is to inform that EY maintains professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.</p>	<p>Provisions made in the Revised RFP (Addendum – III) remain unchanged.</p>

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19.		New Clause in Contract	The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Bidder already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while performing the Services.	Not accepted. Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.
20.		New Clause in Contract	Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client's, are for Employer's internal use only (consistent with the purpose of the particular Services) including Client's Board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft Report and the Consultant shall not be required to update its Final Report.	Not accepted. Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged.
21.		New Clause in Contract	Confidentiality: Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is required for implementation of the purposes of this RFP; (b) is or becomes public other than through a breach of this Agreement, (c) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (d) was known to the receiving party at the time of disclosure or is thereafter created independently, (e) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (f) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	Not accepted. Provisions made in the Form of Contract included with Revised RFP (Addendum III) remain unchanged..

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22.	Section 2 Page 27	Submission Date	Since December and January are festive months, there is a lot of rush on delivery of couriers. In view of the same, we request you to kindly extend the date of submission as January 15, 2016.	Provision made in the Revised RFP (Addendum – III) remain unchanged
23.	Section 3, Clause 3.1.3	Site Location	Site identification shall be included in the scope of consultants, which will help in identifying the suitable sites apart from the two location mentioned in the RFP.	Green field sites have been identified in the RFP based on land available with KPT. Alternative sites are not required to be identified.
24.	Section 3	Terms of Reference	Scope shall also include overall master plan for the city, as without integration of the overall master plan of the city the development of these two site would be incongruous. Hence, we request you to keep the scope related to the same from old RFP.	Please refer to the revised RFP. The present assignment is for preparation of a Master Plan for Development of SIPC on two sites identified by KPT. The Master Plan is required to be developed considering existing townships as well as the Development Plan prepared by Gandhidham Development Authority.
25.	Section 3	Terms of Reference	Projects of this size may also require phasing and sizing. However, these aspects are not included in the scope of work. We request you to kindly include the same.	Please refer to the Revised RFP (Addendum – III.)
26.	Clause 3.3	Terms of Reference	Development of SIPC shall be decided after analyzing various alternative options wrt type of industries, infrastructure, theme of the city etc. It may be included in the scope of work.	This is mentioned in the Terms of Reference. Please refer to Section 3.2 – Existing Situation Analysis and Vision Development for SIPC
27.	Clause 3.2	Terms of Reference	Volume - 3 Scope of work is not adequately detailed. Can it be further detailed for better clarity?	The Advisor is required to recommend Development Guidelines. These will have to be based on the vision and concept of the Master Plan.
28.	Cl 2.2.8	Technical Eligibility	For projects the deadline is given as June 2015. Can it be extended to December 2015?	Eligible projects competed in the last year (up to and including 30 th November 2015) shall be considered.

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29.	1.5 (Summary Sheet)	Experience of Key Personnel	Under the Urban Infrastructure Expert minimum qualification is Post Graduate in Planning / Civil Engineering with minimum experience : 12 yrs In order to benefit from the vast experience of international experts it is requested to consider Chartered Engineers (CE) with relevant experience as well. Most international projects accept CE	Provision made in the Revised RFP (Addendum – III) remain unchanged.
30.	1.5 (A-5) Summary Sheet	Firm's Experience	Preparation of Disaster Management Plans for Urban Areas As preparation of Disaster Management Plan is a specialized activity and rarely part of Master Planning activity, it is requested to permit the same as part of sub consultant experience.	Provisions made in the Revised RFP (Addendum – III) remain unchanged. Evaluation shall be based on experience of Consortium Members only.
31.	1.5 (A-7) Summary Sheet	Firm's Experience	Preparation of Urban Design Projects The Urban Design Projects are generally part of the Master Planning activity and therefore providing separate marking is repetition and therefore it may be deleted since this is more relevant during detail design stage.	Provision made in the Revised RFP (Addendum – III) remain unchanged
32.	3.2	Terms of Reference	It is mentioned to conduct topographic survey of the green-field sites identified for SIPC. Kindly confirm that the area for the topographic survey is 1515 acres.	Please refer to Clause 3.1.3 of Revised RFP (Addendum III)
33.	3.2	Terms of Reference	The Advisor shall prepare Smart Infrastructure and ICT plan/proposals for the Proposed Project Sites only. Please confirm Proposed Project Sites means green field sites of area 1515 acres. If not, kindly mention the area to be covered for the same.	As specified in the Terms of Reference the Smart Infrastructure and ICT Plan/ Proposals are to be prepared for the proposed (green field) project sites only. However, the plans / proposals shall be developed considering scalability and potential integration with GDA area.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
34.			As we understand, Please confirm the following: <input type="checkbox"/> The area for preparation of base Map on GIS platform is 7010 acres.	Base map is to be prepared for identified green field sites only.
35.	SCC 23.1	Limitation of Liability	The client is requested to define the multiplier, normally it's one.	Please refer to Query No. 17 above.
36.	Clause 1.4	Evaluation Method	The proposed project is an important project so client is requested to consider QCBS weightage of 80:20 instead of 70:30	Provision made in the Revised RFP (Addendum – III) remain unchanged
37.	Clause 3.3	Deliverables and Payment Schedule	The client is requested to consider payment schedule; kindly make provision of 5% release of payment as advance and 5% at the time of submission of inception report.	Provision made in the Revised RFP (Addendum – III) remain unchanged
38.		Date of Submission	Keeping in view Christmas and New Year Holidays the client is requested to extend the last date of submission to 15 th January 2016	Provision made in the Revised RFP (Addendum – III) remain unchanged
39.			Please clarify how many days the client will provide its comments after submission of deliverables by the Consultant. Since the timelines are tight and to proceed to the next stage, Client's comments on reports (deliverables) is a crucial aspect to adhere to timelines mentioned in RFP.	KPT will provide comments within one week.
40.	Clause 3.3	Payment Schedule	The Client is requested to kindly clarify within how many days the Client will make the payments after submission and approval of deliverables.	Please refer to GCC 41.

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41.	2.8.11	Completion Certificates	<p>RFP requirement:</p> <p>Completion Certificate in language other than English should be certified & translated into English by authorized translator of Indian Embassy of respective Country.</p> <p>Bidder's Suggestion:</p> <p>For companies having completed assignments in multiple countries, it will be very time consuming and cumbersome to contact Indian Embassies in each country for translation of certificates.</p> <p>We kindly request KPT to allow the bidders to get the certificates translated by a recognized JNU Professor, which is accepted by all Central & State Government Departments & Agencies in India.</p> <p>Client is requested to confirm.</p>	<p>The suggestion is accepted. Last paragraph of Section 2.8.11 is amended to read as follows:</p> <p>Work Order and Completion Certificate in languages other than English shall be provided with English Translation certified by authorized translator of Embassy of respective country or by faculty member of a University.</p>
42.	Clause 3.3	Payment Schedule	<p>We kindly request KPT to consider the following payment schedule:</p> <p>Inception Report (2nd week from start) – 10%</p> <p>Draft Volume – 1 (8th week from start) – 10%</p> <p>Final Volume – 1 (10th week from start) = 10%</p> <p>Concept Plan (14th week from start) – 15%</p> <p>Draft Volume -2 (22nd week from start) – 20%</p> <p>Draft Volume 3 – (20th week from start) – 10%</p> <p>Final Master Plan Report (26th Week from start) – 20%</p> <p>Approval of Final Master Plan Report – 5%</p>	<p>Provision made in the Revised RFP (Addendum – III) remain unchanged.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
43.		Bid Submission Date	<p>We kindly request KPT to provide three weeks from the date of issue of minutes of pre-bid meeting and addendum/corrigendum, if any, for preparation and submission of proposal.</p> <p>KPT is requested to extend the last date of submission accordingly.</p>	Provision made in the Revised RFP (Addendum – III) remain unchanged
44.	Clause 2.10.3	Delivery of detailed presentation by bidders	We understand that work plan and activity schedule both are same and only one will remain? Pl. confirm.	Please refer to Technical Proposal Forms Tech -10 and Tech – 15.
45.	Section 2. 1.5 (A-7)	Technical Evaluation	It is requested that limit for project size may be set at 300 acres in place of 500 acres. Pl. suggests.	Provision made in the Revised RFP (Addendum – III) remain unchanged.
46.	Section 2 1.5.1 (B-6)	Technical Evaluation	<p>Environment Expert</p> <p>It is requested that an additional qualification Post Graduate Degree in Environment Science may also be considered. Pl. confirm.</p> <p>Energy Efficiency / Auditor</p>	<p>Requirement for experience of Environment Expert (1.5.1 – B6) is amended to read as follows:</p> <p>B6 Environment Expert:</p> <p>Minimum Qualification: Post Graduate in Environmental Planning / Environmental Engineering / Environmental Sciences</p> <p>Minimum Experience: 8 yrs</p> <p>Marks : 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A1, A6</p>

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47.	Clause 3.1.2	Terms of Reference	<p>Terms of Reference – it states, “integration of proposed green field development with the existing Kandla-Gandhidham-Adipur Complex for future development...”</p> <p>This section provides details of green filed areas of Site-1 (580 acres) and Site-2 (935 acres). In context of green and brown fields integration; total study area needs to be mentioned? Pl. specify the total area of the study?</p>	<p>Please refer to the Terms of Reference.</p> <p>Proposed green field sites cover 1,515 Acres area. Master Plan has to be developed for green field sites, considering scalability and potential integration with existing GDA area.</p>
48.	Clause 3.2	Detailed Scope of Work	<p>Topographic Survey</p> <p>As this project is already utilizing high resolution satellite imagery for mapping purpose, there will not be additional need of topographic (total station) survey? It may be confirmed please.</p>	<p>Provision made in the Revised RFP (Addendum – III) remain unchanged.</p>
49.	Clause 3.2	Detailed Scope of Work	<p>Demographic data and planning/ horizon period</p> <p>It is suggested that the following point may be elaborated:</p> <ul style="list-style-type: none"> . a) Proposed population of the SIPC. . b) Planning /Horizon period of the Development Plan of SIPC. 	<p>Please refer to the Terms of Reference.</p>
50.	Clause 3.2	Detailed Scope of Work	<p>Detailed Scope of Work mentions to utilize ‘satellite imagery with resolution of 0.60m for project influence region’.</p> <p>It is requested to clarify the following points:</p> <ul style="list-style-type: none"> . a) Whether satellite image to be procured and processed for the project influence region (area bigger than 1515 acres)? . b) If yes, Project influence region may be defined and its area to be specified which will help in procurement of satellite image? 	<p>The Consultant shall advise the client regarding procurement of satellite images. The extent of satellite images required to be procured will be discussed and agreed with KPT.</p> <p>KPT will procure the images accordingly, as mentioned in the RFP.</p>

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51.	Clause 3.2	Detailed Scope of Work	Detailed Scope of Work mentions to 'integrate the vision, objectives and goals of other Authorities'. Pl. elaborate the 'other Authorities'?	This shall include, inter alia, Gandhidham Development Authority (GDA), Gandhidham Municipality, Gujarat Water Supply and Sewerage Board, Paschim Gujarat Vij Company Limited, SardarSarovar Narmada Nigam Limited.
52.	Clause 3.2	Detailed Scope of Work	The following points may be clarified: . a) We understand that the project region means Green Field Sites 1 & 2 and existing Kandla-Gandhidham-Adipur Complex? Pl. confirm. . b) The study area will include Green Field Sites 1 & 2 and existing Kandla- Gandhidham-Adipur Complex and, therefore, needs gap assessment (physical and social and other) to be determined for green sites as well as for the existing developments i.e. the Complex? Pl. specify.	As specified in the Terms of Reference the Smart Infrastructure and ICT Plan/ Proposals are to be prepared for the proposed (green field) project sites only. However, the plans / proposals shall be developed considering scalability and potential integration with GDA area.
53.	Clause 3.2	Detailed Scope of Work	Conduct of Stake holder meetings: We understand that the Client will make all logistic arrangements for the Stakeholders Consultation meetings and the Consultant will give only technical inputs? Pl. Confirm	Consultant's role: Identify stakeholders Prepare consultation agenda Prepare consultation materials and documents Conduct meetings Prepare minutes of the meetings and consultation reports Consultant's time and expenses for these activities shall be deemed to be included in the lump sum Contract Price. KPT role: Send invitations to stakeholders identified Provide space and other logistic support for stakeholder meetings.

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54.	Clause 3.2	Detailed Scope of Work	<p>Detailed Scope of Work, Volume 3: It mentions about the Development Control Guidelines / Urban Design Guidelines</p> <p>RFP mentions to prepare Development Control Guidelines / Urban Design Guidelines at page no. 37 while in page no. 44; it says to prepare Development Control Regulations only.</p> <p>Therefore, please clarify the following:</p> <p>c) We understand that for the SIPC, the Consultant needs to prepare DCR only? Pl. confirm.</p> <p>d) If Urban Design Guidelines are also to be given; its scope at city level needs to be defined.</p>	<p>The Advisor is required to recommend Development Guidelines. These will have to be based on the vision and concept of the Master Plan.</p>
55.	Clause 3.3	Deliverables	<ul style="list-style-type: none"> . a) Deliverables: the number of deliverables at each stage may be defined please? . b) Time Frame: we understand that the time taken by the Client in-between preparation and submission of Draft and Final Volumes will be considered additional of total 28 weeks duration of the study? Pl. suggests. 	<p>Deliverables are specified in Section 3.3. It is further clarified that each deliverable shall be submitted in five (5) hard copies along with a soft copy in editable format.</p> <p>Total duration of 28 weeks includes time required by client for review and approvals. KPT's endeavor will be to provide comments within one week from submission. Should this take longer, additional time will be granted. There shall be no additional payment for such extension of project duration.</p>
56.	Clause 3.3	Payment Schedule	<p>Payment Schedule:</p> <ul style="list-style-type: none"> . a) 10% mobilization advance of the total fee may be considered against the Bank Guarantee of same amount. Pl. confirm. . b) At two stages, payment release may be considered as such: <ul style="list-style-type: none"> . Submission and Presentation of Inception Report – 10% . Submission of Final Master Plan Report – 10% 	<p>Provision made in the Revised RFP (Addendum – III) remains unchanged.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
57.	Section 3	Terms of Reference	<p>Project Financing:</p> <p>SCOPE OF WORK states "Identify potential project packages and suggest procurement methods for each product package".</p> <p>Would request you to kindly provide clarification in terms of potential project packages and the expected delivery w.r.t. the same.</p>	<p>The Advisor is expected to develop the SIPC vision, prepare the Master Plan and identify infrastructure requirements including recommendation of procurement strategy and phasing for implementation of projects.</p>
58.	Clause 2.4	Conflict of Interest	<p>Would request your kind clarification for in case if a technical consultant makes consortium with any other financial consultant/ merchant Banker to assist in completion of scope of work as defined under the Tender Document, then in that case please clarify, if that merchant banker / financial consultant will be eligible to participate in the subsequent tender related to the fund raising for the project.</p> <p>As per the market standards, Merchant Bankers maintain separate wings for consultancy and fund raising and they are allowed to participate if there is no over lapping of activity of both teams.</p>	<p>Section 2.4.4.3 is amended to read as follows:</p> <p><i>2.4.4.3 A firm that has been engaged by KPT to provide goods, works or services other than consulting services, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services.</i></p>
59.	Clause 3.2	Detailed Scope of Work	<p>Detailed scope of work : Volume I: Market Analysis – Identification of Industrial and Commercial Sectors , sub point 5 states :</p> <p>Assess the demand for industry and port oriented development – based on broad PAN India analysis.</p> <p>Kindly clarify, if the survey for the point underlined needs to be carried out by the appointed team , or the data points would be provided by the Kandla Port Management.</p>	<p>The Consultant is required to collect all required data.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
60.	Clause 1.5	Summary Sheet Clause 1.5 (B-8)	<p>B8 - Specialist for Information and <input type="checkbox"/> Communicating Technology Minimum Qualification: Graduate in Computer Engineering / Computer Science / Post Graduate in IT</p> <p>Minimum Experience: 8 yrs</p> <p>Should have <input type="checkbox"/> experience in at <input type="checkbox"/> least 2 Projects <input type="checkbox"/> mentioned under <input type="checkbox"/> A4 i.e Design and / or implementation of <input type="checkbox"/> smart solutions at city scale / ICT</p> <p>Application in the Urban sector.</p> <p>Bidder's Suggestion:</p> <p>Minimum Qualification: <input type="checkbox"/> Graduate in Computer <input type="checkbox"/> Engineering / Computer Science <input type="checkbox"/> / Post Graduate in IT/ Masters in Computer Application</p> <p>Should have experience in atleast 2 Projects mentioned under <input type="checkbox"/> A4 i.e Design and / or implementation of smart solutions at city scale / ICT</p> <p>Application in the Urban/Rural sector.</p> <p>Hence, we kindly request you to relax the existing clause</p>	<p>Requirement for experience of Specialist for Information and Communication Technology (1.5.1 – B8) is amended to read as follows:</p> <p>B8 Specialist for Information and Communication Technology</p> <p>Minimum Qualification: Graduate in Computer Engineering / Computer Science / Post Graduate in IT / Masters in Computer Application</p> <p>Minimum Experience: 8 yrs</p> <p>Marks : 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A4</p> <p><i>Experience in Rural Sector will not be considered.</i></p>
61.	Clause 2.2.8	Technical Eligibility	It is requested to consider substantially completed projects as eligible projects.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
62.	Clause 3.1.2	Terms of Reference	The scope includes only greenfield areas and the development of brownfield areas in Gandhidham and Adipur is not included. Please confirm.	As specified in the Terms of Reference the Smart Infrastructure and ICT Plan/ Proposals are to be prepared for the proposed (green field) project sites only. However, the plans / proposals shall be developed considering scalability and potential integration with GDA area.
63.	Clause 3.1.2	Terms of Reference	The Master Plan will be prepared with due consideration for future development plans in place for Kandla – Gandhidham – Adipur complex. Kindly provide copies of the future development plans discussed here.	Successful bidder appointed as Advisor will have to collect these plans and other relevant information from the concerned authorities. KPT will facilitate data collection by providing necessary letters authorizing the selected Consultant to obtain data on behalf of KPT.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
64.	2.2.4	Advance Payment	Since the project involves substantial initial investment due to setting up of project office and mobilization of many key experts in the initial stage, it is requested to allow 10% mobilization advance.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
65.	1.5.1	Summary Sheet (A-5)	Preparation of Disaster Management Plans for Urban Areas It is requested to consider reconstruction projects under emergency response / conflict zones as eligible under this category.	Bidders should have provided services for preparation of Disaster Management Plans for Urban Areas. Reconstruction projects under emergency response / conflict zones may be considered if the scope also includes assessment of disaster risks and vulnerabilities, and preparation of Disaster Management Plan.
66.	1.5.1	Summary Sheet	Urban Design Projects with size of 500 acres. We request you to consider Urban Planning Projects as eligible under this category.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
67.	1.3	Date of Submission	We note that there are major changes in the revised RFP in terms of scope of work and eligible projects etc. This will require significant rework in the Proposal. In view of Christmas and New Year holidays coming up, it is requested to keep the last date of submission at around 2 nd or 3 rd week of January.	Provision made in the Revised RFP (Addendum – III) remains unchanged.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
68.	2.2.6	Financial Eligibility	<p>Average Gross Annual Revenue from urban planning, master planning, infrastructure planning, infrastructure engineering consultancy services of not less than INR 25 crores per year over the last three financial years i.e. 2012-13, 2013-14, 2014-15.</p> <p>Revenue from only specific task (like urban planning , master planning, engineering consultancy) from Projects is difficult to proof specially where the lumpsum payment is received.</p> <p>For example - SIPC project has different Scope of Work from preparation of Vision documents, conducting survey to Master Planning, DMP on lump sum payment basis. It would be difficult to prove how much amount is received from master planning and how much from preparation of vision documents</p> <p>It is therefore requested to Please consider the Annual revenue from Infrastructure Project Consultancy</p>	<p>Total fees received for all projects involving services in one or more of the disciplines relevant to the current assignments has been provided will be considered.</p>
69.	2.2.6	Financial Eligibility	<ol style="list-style-type: none"> 1. Please provide definition of Infrastructure 2. Please explain the components of Urban Planning 3. Whether Master planning / Infrastructure engineering of projects in Rural Area shall be considered for evaluation 	<ol style="list-style-type: none"> 1. Urban Infrastructure Projects covering planning and / or design of: Water Supply, Sewerage, Storm Water Drainage, Solid Waster Management, Power Network, Telecom Network, Roads, Urban Transport Projects, 2. Urban Planning components should cover: Development Plans, Zonal Plans, Local Area Plans / Town Planning Schemes, City Development Plans, Master Plans for SEZ / Special Investment Regions. 3. Projects in rural areas will not be considered for evaluation.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
70.	2.2.8	Technical Eligibility	<p>The bidder should have completed by itself (in the case of a single bidder) or collectively (in the case of a Consortium bidder) <i>in last 10 years (ending June 30, 2015) similar type of Projects as specified in Summary Sheet Clause 1.5.1 Technical Evaluation.</i></p> <p>Please explain what type of projects will be considered similar type to the components specified in Clause 1.5.1 Technical evaluation.</p>	Please refer to Query no. 69 above
71.	2.6.1		<p>The Bid Security for the Assignment shall be Rs.5,00,000/- (Rupees Five Lakh Only) payable by Demand Draft in favour of 'Kandla Port Trust' drawn on a Nationalised Bank in India payable at Gandhidham. (<i>Bidders can also submit DD of PSU Banks</i>)</p> <p>The Bid security is asked in the form of Demand Draft which is considered as good as Cash.</p> <p>It is requested to please consider the DD from schedule Bank also.</p>	Bid Security may be submitted in favour of 'Kandla Port Trust' drawn on a Nationalised Bank in India or a Scheduled Bank in India, payable at Gandhidham.
72.	1.5.1	Technical Evaluation	<p>A7 Preparation of Urban Design Projects</p> <p>Please elaborate the components of Urban Design which shall be considered for evaluation</p>	Water front development, local area plans, street design, street furniture, public spaces, plazas, promenades.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
73.	3.2	Terms of Reference	<p>Detailed Scope of Work</p> <p>Integration with long and short term plans of Gandhidham Development Authority(GDA)</p> <ol style="list-style-type: none"> 1. Please clarify whether KPT will facilitate in obtaining Documents from GDA or the advisor has to obtain the Plans on its own. 2. The SIPC is to be developed as per New Urban Development Guidelines and with superior scale and sizing of Infrastructure and GDA may not have plans as per recent MoUD guidelines. In view of this kindly clarify your understanding of integration. 	<p>KPT will provide necessary letters authorizing the Advisor to collect documents from GDA.</p>
74.	3.2	Terms of Reference	<p>Job Creation by Industry Type and Scale of Investment in Infrastructure and in Development</p> <p>The Advisor is required to undertake a critical review of the status of infrastructure available in the project region, in particular the key sectors - water, power, transportation, (rail, roads, ports/jetties, airports, public transport), logistics, housing and social infrastructure, environmental management, taking into consideration the existing as well as on-going and proposed developments – and the connectivity between them.</p> <p>Please explain the meaning of Project region.</p> <p>(a) If it means only the Green field area then what is the meaning of review of the status of Infrastructure</p>	<p>Please note that the Master Plan is intended to be prepared for green field sites only. However, the Advisor is expected to consider integration with the existing area around the project site, generally referred to as the project region. Whereas, the Advisor is not expected to develop a Master Plan for upgradation of existing infrastructure outside the green field sites, it is expected that the plan for green field sites will be prepared considering integration with the surrounding areas. It is, therefore, expected that the Advisor will undertake a review of the infrastructure in the project region, which will include the Kandla – Gandhidham – Adipur complex.</p>
75.	3.3	Deliverables and Payment Schedule	<p>Submission and Presentation of Inception Report</p> <p>It is requested to please consider 10% of Payment against this milestone and subsequent two milestones shall be made 10 % each.</p>	<p>Provision made in the Revised RFP (Addendum – III) remains unchanged.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
76.	3.3	Deliverable & Payment Schedule	<p>Submission of Draft & Final Volume 1 – Existing, Situation Analysis and Vision Development for SIPC.</p> <p>Since now the SIPC is limited to be developed on Two green fields, it is suggested that the milestone shall be changed to Submission of Demand Assessment report and Preparation of Vision Document.</p>	Provision made in the Revised RFP (Addendum – III) remains unchanged.
77.	Fin-2 to 4		<p>Break down of Lump sum Price, Break down of Remuneration and Break down of other expenses.</p> <p>Please clarify whether information provided under the Forms shall have any bearing on the overall bid evaluation.</p>	<p>Please refer to the notes on Forms Fin – 2 to Fin 4.</p> <p>“Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s lump sum price; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Advisor for possible additional services requested by the KPT. This Form shall not be used as a basis for payments under Lump-Sum contract.”</p>
78.	Tech 8		<p>Clause 2.2.6 Says Average Gross Annual Revenue from urban planning, master planning, infrastructure planning, infrastructure engineering consultancy services of not less than INR 25 crores per year over the last three financial years i.e. 2012-13, 2013-14, 2014-15.</p> <p>However as per TECH-8 Annual Revenue from Consultancy Services (In Rs. cr) is required</p> <p>Please clarify what is applicable.</p>	Please see revised Form Tech – 8 attached herewith in Addendum – 4.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
79.	Summary Sheet		<p>Last Date of Submission of RFP- 31.12.2015</p> <p>It is requested to please extend the date for submission of Bid / Proposal from 31.12.2015 to 15.01.2016. Since the scope of work has been changed and keeping in mind less working days due to holidays from 24th to 27th December</p>	Provision made in the Revised RFP (Addendum – III) remains unchanged.
80.	2.2.6	Financial Eligibility	<p>It is very difficult for a Statutory Auditor / CA of a firm to segregate Revenues from specific consultancy work from mandate which typically requires integrated consultancy services of diverse nature, especially when payments terms are not grouped or are accumulated in the awarded mandate. Thus, we request that Financial Eligibility definition can be simplified in the following way. –</p> <p>“Average Gross Annual Revenue from advisory / consultancy services not less than INR 25 Crores year over the last three financial years, i.e. 2012-13, 2013-14, 2014-15, where the professional fee earnings should be from advisory / consultancy service provided to central / state government departments, urban local bodies / Institutions working in Infrastructure sector.”</p>	Please refer to query no. 68, 69 and 78 above.
81.	2.2.6	Financial Eligibility	If average 25 Cr. Gross Annual Revenue is required from past three financial years, then ‘per year’ wording does not have any relevance. Please clarify explicitly.	Words ‘per year’ are deleted from Section 2.2.6

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
82.	1.5 (B)	Summary Sheet	<p>“Should have experience in at least Project Mentioned under category A (X) etc.”</p> <p>And,</p> <p>“It is not mandatory for key personnel to have requisite project experience in the same projects presented as eligible projects of the bidder.”</p> <p>We request the Authority to clarify how to interpret this? At one place specific category-wise experience is expected from such Key Professionals, and on other hand, it has been written, that it is not mandatory for key personnel to have requisite project experience!!</p> <p>Also no such requisite experience is mentioned for Finance and PPP Expert and for Legal Expert A8 category-wise experience (Techno-economic feasibility report experience) is mentioned when no legal expertise is required for preparing such reports!!</p> <p>Please clarify explicitly.</p>	<p>Provision made in the Revised RFP (Addendum – III) remains unchanged.</p> <p>Please note that overall professional experience of proposed Key Personnel will be considered. This will include work done on projects other than those claimed by the Bidding Organization as the firm's experience.</p>
83.	1.5 (A4)	Summary Sheet	<p>“Design and / or implementation of smart solution at city scale / OCT application in the Urban sector”</p> <p>We request the Authority to keep project experience related with smart solutions . ICT to minimum one (01) projects for securing 2 marks, as consultancy works related with project experience in smart solutions. ICT is very new in India.</p>	<p>Provision made in the Revised RFP (Addendum – III) remains unchanged.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
84.	1.5 (A5)	Summary Sheet	<p>“Preparation of Disaster Management Plans for Urban Areas”</p> <p>We request the Authority allow sub-consultants to meet the experience of preparing Disaster Management Plan for urban areas. This is very niche segment, and such exercise comes under the direct purview of Home Ministry / District Collectorate, in India, and only few International Firms are known to provide such advisory services.</p>	<p>Provision made in the Revised RFP (Addendum – III) remains unchanged.</p>
85.	2.4.6	Sub-consultants	<p>No sub-consultancy is permitted for the assignment without KPT's prior written consent.</p> <p>We presume, this is applicable during project execution stage which implies that no work shall be outsourced to sub-consultant without client permission. During the bidding stage, will specialized domain experts submitted as part of the proposal for KPT consent be allowed as Consultant?</p>	<p>Section 2.4.6 applies to sub-consultants engaged during execution of the project. The proposals will be evaluated based on the teams and personnel proposed.</p> <p>During the bidding stage firms may form consortia as mentioned in Clause 2.2.3</p>
86.	3.2	Terms of Reference	<p>Develop “detailed specifications” and list of performance indicators for smart city.</p> <p>It is understood that the word detailed specifications does not refer to tender specifications but is generally used as in “requirements”</p>	<p>It is confirmed that the word detailed specifications does not refer to tender specifications, but is generally used to convey requirements.</p>
87.	3.3	Deliverable Schedule	<p>Submission of Draft Volume – 3: 20th week from start.</p> <p>It is presumed as typo, and considered to be 24th week.</p>	<p>It is anticipated that the Urban Design Guidelines may be finalized ahead of the Draft Volume 2 – Proposals and Strategy. Submission of guidelines is, therefore, scheduled two weeks ahead of submission of Draft Volume – 2.</p>
88.	2.2.8	Technical Eligibility	<p>The bidder need to submit the notarized copy of the work order and completion certificate from respective client for each project in support of their claim.</p> <p>We request to remove the requirement of notarization of the work order and completion certificate.</p>	<p>Please refer to Addendum 4 attached herewith.</p>

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
89.	2.9.8	Submission, Receipt and Opening of Proposals	We request you to extend the submission date by a week to 8 th January, 2016 instead of 31 st December 2015 considering that the addendum / corrigendum will be issued only after the responses to the queries raised during the 3 rd pre-bid are issued.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
90.	2.17.1	Performance Security	We request removal of the requirement of 5% of the running account bills as security deposit retention.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
91.	1.6	Period of the Assignment	Given the extensive requirements of the scope of work, we request you to extend duration / period of the assignment to 36 weeks.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
92.	3.3	Payment Schedule	Since some expenditure would be incurred for mobilizing resources and preparing the inception report and presentation, we request you to provide 10% payment for the milestone submission and presentation of Inception Report.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
93.	2.2.13	Bidders' Experience	In case of a consortium, the Lead Member shall, on its own, account for at least 40% of the projects considered for marking as shown as part of firm's experience. Please confirm that it can be from any section of Clause 1.5.1(A)	It is confirmed that the Lead Members experience can be from any section of Clause 1.5.1(A)
94.	2.25	Site Office	Since engagement is now only for 28 weeks, office establishment at site is not required for such a small duration. Please confirm.	Provision made in the Revised RFP (Addendum – III) remains unchanged. Local office as specified in the RFP is considered necessary to facilitate efficient coordination and communication between KPT and the Advisor's team.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
95.	1.5.1(A1)	Summary Sheet	Preparation of DPR with Demand and Capacity Assessment for an SEZ is an activity for more extensive than a Master Plan done. Please confirm that consultants who have prepared DPRs for such projects would also be eligible for this requirement.	<p>Please refer to the requirements set out in the Clause referred. Projects as described by the bidder in their query ("Preparation of DPR with Demand and Capacity Assessment for an SEZ") may be consider relevant if the assignment in question involved services for preparation of the Master Plan / Lay out / Land Use Plan for the SEZ.</p> <p>In general the Urban Planning components should cover:</p> <p>Development Plans, Zonal Plans, Local Area Plans / Town Planning Schemes, City Development Plans, Master Plans for SEZ / Special Investment Regions.</p>
96.	1.5.1 (A6)	Summary Sheet	Please confirm preparation of DPR for MNRE purview projects will qualify here. DPR of Renewable energy project or hydroelectric project under the purview of MNRE will eligible.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
97.	1.5.1(A7)	Summary Sheet	Please confirm the preparation of DPR for an SEZ with its utilities will qualify to meet this requirement.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
98.	1.5.1(B6)	Summary Sheet	Public Health Engineering is a course equivalent to Environmental Engineering. Please confirm this will qualify.	Provision made in the Revised RFP (Addendum – III) remains unchanged.
99.	1.5	Summary Sheet	<p>Design and / or implementation of smart solutions at city scale / ICT application in the Urban sector</p> <p>Up to 3 projects – 2 marks</p> <p>More than 3 Projects – 3 marks</p> <p>We request you to relax this clause as:</p> <p>Up to 1 project – 2 marks</p> <p>Upto 2 and more projects – 3 marks</p>	Provision made in the Revised RFP (Addendum – III) remains unchanged.

No	Clause No.	Reference	Bidders' Clarifications/ Observations / Suggestions / Queries	KPT Response
100	TECH – 7	Affidavit	Can we submit a hard copy of the Affidavit without legalization, and submit the same one week after the due date?	Provision made in the Revised RFP (Addendum – III) remains unchanged.

ADDENDUM IV

Please note the following changes made to the Revised RFP (Addendum – III) and the Form of Contract.

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
1	Section 2: Instructions to Bidders (Conflict of Interest –Clause 2.4.4.3)	Section 2: Instruction to Bidders (Conflict of Interest - Clause 2.4.4.3)
	2.4.4.3 The Advisor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment in the best interests of KPT.	2.4.4.3 A firm that has been engaged by KPT to provide goods, works or services other than consulting services, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services.
2	Section 2: Instruction to Bidders (Clause 2.2.6 – Financial Eligibility)	Section 2: Instruction to Bidders (Clause 2.2.6 – Financial Eligibility)
	2.2.6 Average Gross Annual Revenue from urban planning, master planning, infrastructure planning, infrastructure engineering consultancy services of not less than INR 25 crores per year over the last three financial years i.e. 2012-13, 2013-14, 2014-15.	2.2.6 Average Gross Annual Revenue from urban planning, master planning, infrastructure planning, infrastructure engineering consultancy services of not less than INR 25 crores over the last three financial years i.e. 2012-13, 2013-14, 2014-15.

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
3	<p>Section 2: Instructions to Bidders (Clause 2.2.8)</p> <p>The bidder should have completed by itself (in the case of a single bidder) or collectively (in the case of a Consortium bidder) <i>in last 10 years (ending June 30, 2015) similar type of Projects as specified in Summary Sheet Clause 1.5.1 Technical Evaluation.</i></p> <p>The bidder (single or consortium) need to submit the notarized copy of the work order and completion certificate from respective client for each project in support of their claim.</p> <p><i>The Bidder may submit notarised completion certificate only, in case notarised work order is not available. Notarised completion certificate is required for Eligible Projects and projects in support of experience claim, from A1 to A9. Completion Certificate is required. In case Completion Certificate is not available, Workorder with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder shall be acceptable. However the work order shall clearly mention the scope of work /Deliverables.</i></p>	<p>Section 2: Instruction to Bidders (Clause 2.2.8)</p> <p>The bidder should have completed by itself (in the case of a single bidder) or collectively (in the case of a Consortium bidder) in last 10 years (ending November 30, 2015) similar type of Projects as specified in Summary Sheet Clause 1.5.1 Technical Evaluation.</p> <p>The bidder (single or consortium) need to submit copy of the work order and completion certificate from respective client for each project in support of their experience claim from A1 to A9.</p> <p>In case Completion Certificate is not available, Work Order with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder or Chartered Accountant's Certificate certifying the respective payments received shall be acceptable. However, the work order shall clearly mention the scope of work /Deliverables.</p>
4	<p>Section 2: Instructions to Bidders (Bid Security – Clause 2.6.1)</p> <p>2.6.1 The Bid Security for the Assignment shall be Rs.5,00,000/- (Rupees Five Lakh Only) payable by Demand Draft in favour of 'Kandla Port Trust' drawn on a Nationalised Bank in India payable at Gandhidham. (Bidders can also submit DD of PSU Banks)</p>	<p>Section 2: Instructions to Bidders (Bid Security – Clause 2.6.1)</p> <p>2.6.1 The Bid Security for the Assignment shall be Rs.5,00,000/- (Rupees Five Lakh Only) payable by Demand Draft in favour of 'Kandla Port Trust' drawn on a Nationalised Bank / Scheduled Bank in India payable at Gandhidham. (Bidders can also submit DD of PSU Banks)</p>

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
5	Section 2: Instructions to Bidders (Preparation of Proposal - Clause 2.8.11)	Section 2: Instructions to Bidders (Preparation of Proposal - Clause 2.8.11)
	<p>2.8.11 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.</p> <p>Completion Certificate in language other than English should be certified & translated into English by Authorised translator of Indian Embassy of respective Country.</p>	<p>2.8.11 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail</p> <p>Work Order and Completion Certificate in languages other than English shall be provided with English Translation certified by authorized translator of Embassy of respective country or by faculty member of a University.</p>
6	Section 2: Instructions to Bidders (Summary Sheet – Clause 1.4 : Evaluation Method)	Section 2: Instructions to Bidders (Summary Sheet – Clause 1.4 : Evaluation Method)
	<p>Evaluation Method:</p> <p>The Bidder who has been successfully qualified in the Technical Bid evaluation process (based on the bid evaluation and presentation to Technical Committee) by scoring a minimum technical score of 70 Marks out of 100 marks will be considered for the Financial Bid opening and evaluation.</p> <p>If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total no. of pre-qualified and short-listed bidders shall not exceed two.</p> <p>Quality And Cost Based Selection:</p> <p>Total Marks = (Technical Score)*70% + (Financial Score)* 30%</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment and termed as 'Preferred Bidder'.</p>	<p>Evaluation Method:</p> <p>The Bidder who has been successfully qualified in the Technical Bid evaluation process (based on the bid evaluation and presentation to Technical Committee) by scoring a minimum technical score of 70 Marks out of 100 marks will be considered for the Financial Bid opening and evaluation.</p> <p>If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total no. of pre-qualified and short-listed bidders shall not exceed two.</p> <p>Quality And Cost Based Selection:</p> <p>Total Marks = (Technical Score)*80% + (Financial Score)* 20%</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment and termed as 'Preferred Bidder'.</p>

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
7	Section 2: Instructions to Bidders (Summary Sheet – Clause 1.5.2 : Financial Evaluation)	Section 2: Instructions to Bidders (Summary Sheet – Clause 1.5.2 : Financial Evaluation)
	<p>1.5.2 Financial Evaluation:</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest Total Price quoted, and “F” is the Total Price quoted in the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70%, and</p> <p>P = 30%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>	<p>1.5.2 Financial Evaluation:</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest Total Price quoted, and “F” is the Total Price quoted in the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
8	Section 2: Instructions to Bidders (Summary Sheet: Experience of Key Personnel – Clause 1.5.1 – B6)	Section 2: Instructions to Bidders (Summary Sheet: Experience of Key Personnel – Clause 1.5.1 – B6)
	<p>B6 Environment Expert:</p> <p>Minimum Qualification: Post Graduate in Environmental Planning / Environmental Engineering / PhD in Environmental Sciences</p> <p>Minimum Experience: 8 yrs</p> <p>Marks: 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A1, A6</p>	<p>B6 Environment Expert:</p> <p>Minimum Qualification: Post Graduate in Environmental Planning / Environmental Engineering / Environmental Sciences</p> <p>Minimum Experience: 8 yrs</p> <p>Marks : 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A1, A6</p>

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
9	Section 2: Instructions to Bidders (Summary Sheet: Experience of Key Personnel – Clause 1.5.1 – B8)	Section 2: Instructions to Bidders (Summary Sheet: Experience of Key Personnel – Clause 1.5.1 – B8)
	<p>B8 Specialist for Information and Communicating Technology</p> <p>Minimum Qualification: Graduate in Computer Engineering / Computer Science / Post Graduate in IT</p> <p>Minimum Experience: 8 yrs</p> <p>Marks : 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A4</p>	<p>B8 Specialist for Information and Communication Technology</p> <p>Minimum Qualification: Graduate in Computer Engineering / Computer Science / Post Graduate in IT / Masters in Computer Application</p> <p>Minimum Experience: 8 yrs</p> <p>Marks : 3</p> <p>Experience Requirement: Should have experience in at least 2 projects mentioned under A4</p>
10	Section 3 – Terms of Reference (Clause 3.3 – Deliverables and Payment Schedule)	Section 3 – Terms of Reference (Clause 3.3 – Deliverables and Payment Schedule)
		<p>Following notes are inserted below the table at Section 3.3</p> <p>1. Each deliverable shall be submitted in five (5) hard copies along with a soft copy in editable format.</p> <p>2. Total duration of 28 weeks includes time required by client for review and approvals. KPT's endeavor will be to provide comments within one week from submission. Should this take longer, additional time will be granted. There shall be no additional payment for such extension of project duration.</p>
11	Section 4 – Technical Proposal – Standard Forms (TECH 8)	Section 4 – Technical Proposal – Standard Forms (TECH 8)
	Form TECH 8 provided in Revised RFP (Addendum III) is to be replaced with the revised form attached as Annexure 1 to this Addendum IV	Refer to Annexure 1 to this Addendum IV

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
12	Form of Contract : General Conditions of Contract (GCC 41.2.2)	Form of Contract : General Conditions of Contract (GCC 41.2.2)
	41.2.2 <i>The Final Payment</i> .The final payment under this Clause shall be made only after the final report <i>l</i> <i>have</i> been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump- sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day□period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall□thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.	41.2.2 <i>The Final Payment</i> .The final payment under this Clause shall be made only after the final report <i>has</i> been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump- sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day□period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall□thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
13	Form of Contract: Special Conditions of Contract (SCC 23.1)	Form of Contract: Special Conditions of Contract (SCC 23.1)
	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</p>	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) <i>for any direct loss or damage that exceeds the total value of the Contract;</i></p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</p>

Sl. No.	Clauses / Provisions made in the Revised RFP (Addendum – III)	Revised Clauses / Provisions per this Addendum - IV
14	Form of Contract: Special Conditions of Contract (SCC 24.1)	Form of Contract: Special Conditions of Contract (SCC 24.1)
	<p>SCC 24.1 The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>	<p>SCC 24.1 The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage <i>for the project period</i>;</p> <p>(c)Third Party liability insurance, with a minimum coverage of <i>Rs. 25 lakh per accident with minimum coverage for the project period.</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

ANNEXURE – 1 TO ADDENDUM IV

TECH-8 (REVISED)
FINANCIAL CAPACITY OF THE BIDDER

S. No.	Financial Year	Annual Revenue from Consultancy Services (In Rs. cr)
1.	2014-15	
2.	2013-14	
3.	2012-13	

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

[§]In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Appendix to Tech 8:

Sl. No.	Title of Project	Client	Annual Revenue
FY 2014-15			
1			
2			
..			
Total for 2014-15			
FY 2013-14			
1			
2			
..			
Total for 2013-14			
FY 2012-13			
1			
2			
..			
Total for 2012-13			

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Form TECH – 8 : FINANCIAL CAPACITY OF THE BIDDER

Notes:

- i. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
- ii. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for Lead Member.
- iii. Instructions for calculation of Financial Capability: Fees from Consultancy Services only for similar projects as explained in response to Pre-bid queries dated 9th December 2015) to be mentioned in terms of financial capability duly Certified by Statutory Auditor.
- iv. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- v. The financial year would be the same as followed by the Bidder for its annual report.
- vi. The Bidder shall provide audited Annual Reports as required under this RFP Document. For a Consortium, audited Annual Reports of Lead Member shall be provided.
- vii. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the RFP.

These details need to be provided for all the members of the consortium