

**REDEVELOPMENT OF VACANT LANDS LOCATED AT MAMANDUR, ULUNDURPET, KOLLI HILLS AND COIMBATORE
IN TAMIL NADU THROUGH PPP MODE - SELECTION OF CONSULTANT FOR THE PREPARATION OF PREFEASIBILITY
REPORT (PFR), DETAILED FEASIBILITY REPORT (DFR) AND BID PROCESS MANAGEMENT (BPM)**

Clarification to Pre-Proposal Queries

| S. No. | Reference in RFP | Description in RFP | Requested Revision / Clarifications | Reply |
|---------------|-------------------------|---|---|---|
| 1. | 3.5 Key Professionals | 1. Team Leader Should have a post graduate degree in Management/Finance or similar field or CA/CFA | We request the Authority to change as follows : Should have a post graduate degree in Management/Finance or similar field or CA/CFA or Urban Planner (with MBA as additional qualification) with more than 15 years of experience after post graduation. | RFP Conditions shall prevail |
| 2. | 3.5 Key Professionals | 2. Market Survey Expert • Should have a post graduate degree in Marketing or Statistics or similar field | We request authority to allow Post graduate degree in Management/Finance as qualification | Refer Addendum/Corrigendum |
| 3. | 3.5 Key Professionals | 5. Infrastructure Expert • Should have a post graduate degree in Civil Engineering or similar field | We request authority to allow Post graduate degree in Planning/Urban Design as qualification | Refer Addendum/Corrigendum |
| 4. | 3.5 Key Professionals | *The Team leader is expected to attend all the meetings and presentations related to the Assignment. Other experts shall attend the meetings/presentations based on expertise required as per the deliverables/ Assignment requirement. | Please allow online meetings also. Also, please allow us to depute one of the Key Experts as Dy. Team Leader who can attend | The team leader necessarily needs to attend all meetings and presentations. However, he/she can attend the meetings either physically or virtually. However atleast one of the Key Professionals shall attend the meeting physically. RFP Conditions shall prevail |

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| | | | important meetings in lieu of Team Leader in person | |
| 5. | 3.5 Key Professionals | * Atleast 2 of the above experts is to be based out of Chennai for regular client interactions and meeting | Kindly make it as ' At-least 1 of the above experts is to be based out of Chennai for regular client interactions and meeting' | Refer Addendum/Corrigendum |
| 6. | 3.3 Scope of Work (B – DFR) | iv. To undertake surveys such as Topographic Survey/Total Station Survey, Geotechnical Surveys, other required surveys etc. and interpret the results thereof in the report. | <p>We request you to remove this item from the scope of TA consultants. The authority may themselves appoint separate surveyors and provide us total station survey, geo tech survey etc.</p> <p>If not removed, the authority may please mention the extent of detailing required (i.e. no. of bores per site / per acres etc.). We understand that this is a feasibility study and for cost estimate for the purpose of feasibility study may not require much detailing as is required for detailed estimates and BOQ.</p> | <p>RFP Conditions shall prevail</p> <p>The no. of bores per acre shall be as per industry standards.</p> |
| 7. | 3.4 Timelines and Payment Schedule | 3.4.6 No additional payment to be done for repetition of any of the above deliverables | <p>How many calls are envisaged for Bid Process Management if 1st call isn't successful?</p> <p>Is there any variation to be paid to consultants if bid process management process is repeated with 2nd / 3rd call?</p> | We don't anticipate more than one call. |

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| 8. | Section 2, Data Sheet | Point 9 : Weightage (currently its Technical Score : 70% and Financial Score: 30%) | We request the authority to change the weightage to – Technical Score : 80% and Financial Score : 20% | RFP Conditions shall prevail |
| 9. | Section 2, Data Sheet | Weightage and Selection Process | Please clarify which financial quote shall be used for evaluation? (Individual site quotes for individual site award or Total quote for award of all sites to single consultant?) | Total lump sum quote shall be used for evaluation. All sites will be awarded to a single consultant |
| 10. | Section 2, Data Sheet | Point no. 15 : Site Details | <p>We request the client to provide more details about sites as to</p> <ul style="list-style-type: none"> - Site plans as per Govt. records, clearly earmarking the vacant area on which the proposed development is envisaged (along with adjacent roads and plots) - Google locations of the sites (with nearby landmark) - Reservation / Zoning of each site (along with vacant land) as per present and proposed land use plan of the local body in whose jurisdiction each site is located <p>- FSI available on each site</p> | <p>The site related documents can be downloaded from TNIDB website under “Notifications” section.</p> <p>The FSI available for each site is to be calculated by the selected consultant as per Tamil Nadu Combined Development and Building Rules (TNCDBR), 2019</p> |

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| | | | and FSI consumed in existing development - (Whether vacant part of the plot is to be considered as a separate plot or entire plot is supposed to be considered as a single plot for combined development for the purpose of FSI & other calculations). | Details regarding present development on the site (if any) will be discussed with the selected consultant |
| 11. | Section 2, Data Sheet | Point 17 – Technical Scoring | Please clarify whether A&M has to be submitted along with bid or it has to be directly presented? Marking shall be given based on A&M submitted in bid or based on the presentation? Also can we submit the A&M in ppt form in bid, rather than word description format? | A&M is to be submitted along with the bid Applicants found eligible and satisfying the minimum eligibility criteria shall be invited to make presentation on the Approach & Methodology, covering all the aspects of TOR, Work Schedule by the Team proposed for the assignment to the Evaluation Committee of the Authority. Marks for Section 2 – Data sheet – S.No. 17(III) shall be provided based on the presentation. |
| 12. | II. General Conditions of Contract | 11. Penalty 11.1. Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, | We request authority to reduce the penalty on any delay and deficiencies on part of the consultant to 3% of contract value. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 0.3% of the Contract | RFP Conditions shall prevail |

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| | | due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value | Value per week of delay subject to maximum of 3% of the contract value | |
| 13. | SECTION 2. DATA SHEET | 12. Proposal Due Date (PDD) 20-Apr-2023 – 15:00 hrs | We request client to provide Three (3) weeks after reply to pre bid queries/Issuing Corrigendum/Addendum with changes in terms and conditions to the tender document | Refer Addendum/Corrigendum |
| 14. | Form TECH A Minimum Eligibility Experience, Page 37 | For completed Projects - LOI/LOA/ Work Order/Agreement copy and Completion Certificate from client /Certificate from Auditor of applicant certifying receipt of 100% professional fee for assignment | In absence of Completion Certificate, we request that the selection of successful bidder/ Letter of Award issued to successful bidder by the government authority should be treated as documentary evidence for project completion. | Letter of Award for Concessionaire may be accepted if the same clearly implies project completion based on the supporting proofs (Such as LOI/LOA/ Work Order/Agreement copy) submitted for the assignment. |
| 15. | Section 2, Minimum Project Experience, Page 27 | Similar Project Experience – Detailed Feasibility Report or Bid Process Management or Best Use Study for Land Monetisation for Commercial/ Mixed Use Development/ Integrated Bus Depots | We request that experience in Bus Terminals & Multi Level Car Parking should also be included. | Refer Addendum/Corrigendum |
| 16. | Section 2, Bid Security, Page 24 | Rs. 1,00,000/- (Rupees One Lakh Only) through Electronic Transfer/Demand Draft In favor of - Chief Executive Officer, Tamil Nadu Infrastructure Development Board Payable at Chennai | It is requested to please exclude Bid security for this project or reduce it to Rs. 25,000/- | RFP Conditions shall prevail |

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| 17. | Section 2, Proposal Due Date, Page 25 | Proposal Due Date - 20-Apr-2023 – 15:00 hrs | We request you to please extend the bid submission date by 15 days owing to financial year closing | Refer Addendum/Corrigendum |
| 18. | Clause No. 3.5 (Key Professionals), Page No. 36 | At least 2 experts is to be based out of Chennai for regular client interactions and meeting | It is requested to please exclude this clause as we do not have a local office in Chennai, however we assure you that all the project related deliverables & timelines will be adhered to client satisfaction | Refer Addendum/Corrigendum |
| 19. | Page 26 Assignment /Site Related Documents | 15. Assignment /Site Related Documents | Only details of the area are given. We request the Authority to kindly share more details on each of the sites including site map, geo coordinates, adjacent facilities, proposed land use etc. which will be needed to evaluate the sites before bidding | Refer reply to query no 10 |
| 20. | Clause 1.4 Schedule of Selection Process | Proposal Due Date (PDD): 20.04.2023-15:00 Hours | The RFP submission requires considerable documentation and approvals needing time to procure internally. Request the Authority to provide at least 3 weeks duration after release of clarifications/corrigenda. This would be required for us to cover all required documentation, approvals and also submit a comprehensive proposal which includes a detailed A&M and work plan. | Refer Addendum/Corrigendum |
| 21. | Clause 3.3 Scope of Work | Clause 3.3.A - Preparation of pre-feasibility report | It is requested to clarify whether the Feasibility Study shall be only for the vacant part of the project site or will it include the redevelopment of the existing facilities/utilised area of the project site. | The pre-feasibility/feasibility study is to be done for vacant part of the project site only |

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| 22. | Page 27 Technical Proposal Scoring | Similar Project Experience 25 a) Detailed Feasibility Report or Best Use Study undertaken for Land Monetisation Study for Commercial / Mixed Use Development / Integrated Bus Depots Projects during the last 10 years – 2 marks per assignment upto a maximum of 10 marks b) Bid Process Management undertaken for Land Monetisation Study for Commercial / Mixed Use Development / Integrated Bus Depots Projects through PPP Mode during the last 10 years – 5 marks per assignment upto a maximum of 15 marks | We request the Authority to kindly confirm that a single project can be included under both categories if the scope of work of the project includes both feasibility report and a Bid Process Management | Yes, a single project can be included under both categories if the scope of work of the project includes both feasibility report and Bid Process Management |
| 23. | Clause 3.5 Key Professionals | 2. Market Survey Expert • Should have postgraduate degree in Marketing or Statistics or similar field | We request the Authority to consider Masters in Business Management (MBA) as an equivalent qualification for the position of Market Survey Expert. | Refer Addendum/Corrigendum |
| 24. | Clause 3.5 Key Professionals | 3. Finance Expert • Minimum 10 years of post-qualification experience of working on Infrastructure sector projects through PPP Mode | We request the Authority to kindly reduce the post-qualification experience of the Finance Expert to a minimum of 7 years. Also we request the Authority to kindly consider the experience of preparation of financial models/ project finance related projects as relevant experience for a Finance Expert | RFP Conditions shall prevail |
| 25. | Clause 3.5 Key Professionals | 4. Architect / Planner • Minimum 10 years of post-qualification experience of working on Infrastructure sector projects. | Based on the scope of work given, the role of the Architect/ Planner is limited to preparation of a concept plan. Therefore, we request the Authority to reduce the post qualification | Refer Addendum/Corrigendum |

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| | | <ul style="list-style-type: none"> • Preferably have experience of preparation of concept plan designs for at least 1 Project in Eligible Sector# through PPP Mode | <p>experience of Architect / Planner to a minimum of 5 years in Infrastructure projects.</p> <p>It is submitted that the Expert who is competent in preparing concept plan / designs for an infrastructure project would also be competent enough to manage a similar design/plan for a project executed under PPP mode. Hence, it is requested to remove the term “under PPP mode” from the eligibility criteria.</p> | |
| 26. | Clause 3.5 Key Professionals | 5. Infrastructure Expert | <p>We understand from the scope of work that only a feasibility report with a concept plan has to be prepared as part of the assignment. Considering that a PPP transaction is involved, we believe that the role of the Infrastructure Expert may not be required as there no detailed design / BoQ as this service involves only concept /feasibility study.</p> <p>Hence, we request the Authority to kindly remove this requirement.</p> | RFP Conditions shall prevail |
| 27. | Scope of Work Page no 30 | <p>B. Preparation of Detailed Feasibility Report (DFR)</p> <p>iv. To undertake surveys such as Topographic Survey/Total Station Survey, Geotechnical Surveys, other required surveys etc. and interpret the results thereof in the report</p> | <p>We understand that a PPP player will be selected who will prepare the detailed estimates and design. We request the Authority to remove the studies such as geotechnical surveys, other surveys that’s are required as part of detailed design as this will be part of the scope of the private developer</p> | RFP Conditions shall prevail |

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| 28. | Page 36 | 3.5 Key professionals Note: At least 2 of the above experts is to be based out of Chennai for regular client interactions and meeting | We request the Authority to kindly delete this clause as this is a deliverable based project and we will not be able to position a competitive team due to this restriction. We request the Authority, if needed, to add the need for a local office. The bidding firms will also ensure at least one member of the project team is always available for urgent meetings. Kindly consider. | Refer Addendum/Corrigendum |
| 29. | Page 20 | 1.23 Proprietary Data: Subject to the provisions of Clause 1.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. 5.6 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Good Industry Practise/ Applicable Law. | We request the Authority to kindly amend the clause as below: Subject to the provisions of Clause 1.17, all documents and other information provided by the Authority or submitted by an Applicant <i>(other than any existing IPR and/or Applicant's proprietary data/information)</i> to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. <i>Any existing IPR and/or Applicant's proprietary data/information submitted in the proposal shall remain the property of the Applicant.</i> | RFP Conditions shall prevail |

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| 30. | Page 62 | Section-5: Draft Contract (General Conditions of Contract) 3.5 Force Majeure: | We request the Authority to kindly include Pandemic/COVID under the definition of Force majeure | Refer Addendum/Corrigendum |
| 31. | Page 64 | Section-5: Draft Contract (General Conditions of Contract) 4 Termination: 4.2 By the Consultants: | We request the Authority to kindly allow following Termination clause by Consultant for the reason of its Professional obligations or applicable law: <i>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i> | RFP Conditions shall prevail |
| 32. | Page 66 & 67 | Section-5: Draft Contract (General Conditions of Contract) 5.3 Confidentiality: disclose any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultant, its Sub-Contractors and the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or | We request the Authority to kindly append the clause with below sub-clause: Except with the prior written consent of the Client or as required under law or under the Consultant's professional obligations , the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. | RFP Conditions shall prevail |

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| | | <p>contractors of the Client; and any other information which the Consultant is under an obligation to keep confidential relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <ul style="list-style-type: none"> i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub- Contractors and the Personnel of either of them; ii. was obtained from a third party with no known duty to maintain its confidentiality; iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and | | |

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| | | <p>iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub- Contractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub- Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p> | | |
| 33. | Page 67 | <p>Section-5: Draft Contract (General Conditions of Contract) 5.5 Documents prepared by the Consultant to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and</p> | <p>We request the Authority to kindly amend the clause as below: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant (<i>except any pre-existing IPRs and/or proprietary data, information, software</i>) pursuant to this contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy. <i>Any such pre-existing IPRs and/or proprietary data, information, software</i></p> | RFP Conditions shall prevail |

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| | | software, if any, shall be specified in the SC. The client has full rights for reproduction of documents. | <i>shall remain the property of the Consultant.</i> | |
| 34. | Page 68 | Section-5: Draft Contract (General Conditions of Contract) 5.6 Liability of the Consultant: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Good Industry Practise/ Applicable Law. | We request the Authority to kindly append the clause with below sub-clause: The Consultant shall be liable to Client for loss or damage caused through gross negligence or wilful intent. In case, the Consultant is liable owing to wilful intent or gross negligence, the contractual liability of the Consultancy firm shall be limited to the amount of consultant fee set forth under this contract. Further, the Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract. | RFP Conditions shall prevail |
| 35. | Page 67 | Section-5: Draft Contract (General Conditions of Contract) 5.7 Insurance to be taken out by the Consultant: Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, | We observe that the Liability/Insurance coverage is unlimited on the Consultant. Hence, we request the Authority to restrict the Liability/Insurance coverage of Bidder's to only <i>Professional Liability Insurance with a maximum coverage of Value of Assignment</i> and also add the below sub-clause: <i>Further, the Authority shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data</i> | RFP Conditions shall prevail |

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| | | <p>insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) Except in case of Third Party Liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard,</p> | <p><i>or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Authority shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</i></p> | |

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| | | provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect. | | |
| 36. | Page 71 | Section-5: Draft Contract (General Conditions of Contract) 10. Responsibility for accuracy of project documents: | Since the Transaction Advisor (selected consultant) is NOT expected to prepare any designs, drawings or other such Project Details we request the Authority to kindly delete this clause and provide the below clause: <i>Any information, advice, recommendations or other content of any reports, presentations or other communications provided by the Consultant under this Agreement ("Reports"), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, audit committee, or statutory auditors and not for disclosure externally outside Authority's organization</i> | Refer Addendum/Corrigendum |
| 37. | Page 72 | Section-5: Draft Contract (General Conditions of Contract) 13.2 Indemnity: | We request the Authority to modify the Indemnity clause as below: <i>To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify the Consultant, any other member Firms and the Consultant's Personnel against all claims by third parties (including your affiliates) and resulting</i> | RFP Conditions shall prevail |

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| | | | <p><i>liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Deliverables under this Contract.</i></p> | |
| 38. | Page 75 | <p>Section-5: Draft Contract (Special Conditions of Contract) 5.6 Limitation of Consultant's Liability towards Client:</p> | <p>We request the Authority to kindly append the clause with below sub-clause: The Consultant shall be liable to Client for loss or damage caused through gross negligence or wilful intent. In case, the Consultant is liable owing to wilful intent or gross negligence, the contractual liability of the Consultancy firm shall be limited to the amount of consultant fee set forth under this contract. Further, the Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract.</p> | RFP Conditions shall prevail |
| 39. | Page 75 | <p>Section-5: Draft Contract (Special Conditions of Contract) 5.7 Risk and Coverage:</p> | <p>We observe that the Liability/Insurance coverage is unlimited on the Consultant. Hence, we request the Authority to restrict the Liability/Insurance coverage of Bidder's to only <i>Professional Liability Insurance with a</i></p> | RFP Conditions shall prevail |

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| | | | <p><i>maximum coverage of Value of Assignment</i> and also add the below sub-clause: <i>Further, the Authority shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Authority shall not recover from the</i></p> | |
| 40. | Page 77 | Section-5: Draft Contract (Special Conditions of Contract) 13.2 Indemnity: | <p>We request the Authority to modify the Indemnity clause as below: <i>To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify the Consultant, any other member Firms and the Consultant's Personnel against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Deliverables under this Contract.</i></p> | RFP Conditions shall prevail |
| 41. | Page no 25 | Weightage T = .7 and | We would request the authority to kindly change the Quality and Cost Based Selection (QCBS) Criteria from 70:30 to an 80:20. | RFP Conditions shall prevail |

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| | Section 2 Data sheet Point 8 | $F = .3$ $S = St \times 0.7 + Sf \times 0.3$ | <p>Since this is a prestigious mandate, Consultants Technical experience and Knowledge will pay a vital role in successful completion of the assignment</p> <p>Thus, we request the authority to give more weightage to the technical experience.</p> | |
| 42. | Page 74 Clause 5.6 | <p>Limitation of the Consultants' Liability towards the Client</p> <p>a. Except in case of negligence or wilful 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 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 (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> | <p>We request the authority to kindly limit the consultant's liability to the contract value or the consultancy fee.</p> <p>We would request the authority to kindly modify the clause of limitation of liability as follows:</p> <p>a. Except in case of negligence or wilful 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 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 (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be</p> | <p>Refer Reply to S No. 53</p> <p>RFP Conditions shall prevail</p> |

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| | | | entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is Lower | |
| 43. | Page no 25, Point 12 Section 2 Data sheet | Proposal Due Date (PDD): 20-Apr-2023 – 15:00 hrs | The preparation of bid documents involves extensive work and coordination with various stakeholder and includes paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by at least 2 weeks from the date of release of corrigendum/ responses to clarification. | Refer Addendum/Corrigendum |
| 44. | Page no 21 Section 3 TOR C. Bid Process Management | v. Marketing of the project to the prospective entities to generate interest with a view to having large participation in the bidding process | As per our understanding the consultant's scope of work includes marketing of the project. However, any cost with regards to Advertisement, marketing of the project in public domain would be borne by the authority. We would request the authority to kindly confirm on this clause. | The responsibility related to marketing or advertisement in public domain shall be of the Authority. However, cost of reaching out to prospective developers through email/calls/one-one meeting/social media/preparation of marketing collaterals etc. shall be borne by the consultant. |
| 45. | 15, SECTION 2. DATA SHEET | Assignment /Site Related Documents | Kind request to provide the location, site plan for the land assets covered under the TOR | Refer reply to query no 10 |

| S. No. | Reference in RFP | Description in RFP | Requested Revision / Clarifications | Reply |
|--------|-------------------------------|--|--|--|
| 46. | 17, SECTION 2. DATA SHEET | Technical Proposal Scoring - b) Bid Process Management undertaken for Land Monetisation Study for Commercial / Mixed Use Development / Integrated Bus Depots Projects through PPP Mode during the last 10 years; – 5 marks per assignment upto a maximum of 15 marks | It is requested to consider large infrastructure project such as roads, ports, airports, housing, hotels etc. under this category. The experience of bid process management for large infrastructure projects also provide good evidence of consultant capacities for managing PPP bid process | RFP Conditions shall prevail |
| 47. | 17, SECTION 2. DATA SHEET | * Ongoing assignments shall be considered as experience subject to completion of 80% of contracted work/receipt of 80% of the project fee by the applicant. In this regard, applicant shall enclose a certificate from the client/employer or certificate from its Auditor certifying the percentage of fee received for such assignment | For Completed assignment, submission of Auditor certifying the percentage of fee received for assignment shall also be considered as multilateral agencies and donor agencies does not issue completion certificates | Kindly refer page 37 of the RFP which mentions – “For completed Projects - LOI/LOA/ Work Order/Agreement copy and Completion Certificate from client /Certificate from Auditor of applicant certifying receipt of 100% professional fee for assignment” |
| 48. | SECTION 3. TERMS OF REFERENCE | 3.5 Key Professionals: 1. Team Leader and PPP Expert | It is requested to consider Urban planning as qualifying educational criterial for team leader position | RFP Conditions shall prevail |
| 49. | SECTION 3. TERMS OF REFERENCE | 3. Market Survey Expert | It is requested to consider Urban planning as qualifying educational criterial for this position | Refer Addendum/Corrigendum |
| 50. | SECTION 3. TERMS OF | 5. Infrastructure Expert | It is requested to consider Urban planning as qualifying educational criterial for this position | Refer Addendum/Corrigendum |

| S. No. | Reference in RFP | Description in RFP | Requested Revision / Clarifications | Reply |
|--------|---|---|---|---|
| | REFERENCE | | | |
| 51. | SECTION 3. TERMS OF REFERENCE | *The Team leader is expected to attend all the meetings and presentations related to the Assignment. Other experts shall attend the meetings/presentations based on expertise required as per the deliverables/ Assignment requirement. | It is requested to allow attending some of the meetings virtually through web conferencing | Refer reply to Query No 4 |
| 52. | SECTION 3. TERMS OF REFERENCE | * Atleast 2 of the above experts is to be based out of Chennai for regular client interactions and meeting | Kind request not to keep such expert's requirement at Chennai. The teleconferencing and communication tools could be utilized for managing client interaction and meetings. | Refer Addendum/Corrigendum |
| 53. | II. General Conditions of Contract | 5.6 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Good Industry Practise/ Applicable Law | The liability of consultant should be equal to the value of this contract. | Kindly refer page 74 clause 5.6 and Page 75 – Clause 13.2 for the limitations of the Consultants Liability. |
| 54. | Page no 33 – Timelines and Payment Schedule | Key Deliverables - Draft Detailed Feasibility Report – Task 3 and 4 | We request you to allow minimum 10 weeks as 6 weeks is very tight considering the extensive work involved in product mix development and concept plan preparation | RFP Conditions shall prevail |
| 55. | Page no 22 – scope of work | Scope of work | Kindly clarify what all drawings, data and documents will be provided by client for the site. The existing site boundary in CAD would be required for both the sites. | Refer reply to Query No 10 |