

**RESPONSE TO BIDDER'S QUERIES**  
**RFP No. KMRL/PDK/TAD/01/2014**

Sl No.	Clause No.	Description	Query/Suggestion	Clarifications by KMRL
1	Clause 2.2.2 (D) Point (b).	Conditions of eligibility for Key Personnel Length of Professional Expertise of Urban Planner- 10 years	We understand that length of professional expertise in the field of infrastructure sector relating to urban planning in PPP and other advisory services, an experience of 7 years may be considered optimum.As such we request the Authority to kindly consider 7 years for Urban Planner.	Ref to Revised RFP
2	TOR Section 8.1 point (a)	PPP Expert cum Project Manager (Team Leader)	We draw reference to the two clauses mentioned alongside and suggest that the two clauses may be replaced as:	Ref to Revised RFP
		Essential Experience: 15 years in construction field	15 years in consultancy and advisory assignments in infrastructure/ construction field	
		Key Personnel:		
	Section 2. Instructions to Applicants, Clause 2.2.2 (D) point (a)	Experience on eligible assignments of PPP Expert cum Project Manager (Team Leader):		
3	TOR Section 8.1 Point (b)	Urban Planner Job Responsibilities: He will co-ordinate and ensure development of suitable revenue model in a timely manner as envisaged in the RFP and establishing financial feasibility of the project	We understand that the expertise of Urban Planner may not be suitable to conduct and undertake the job responsibilities mentioned alongside As such the job responsibilities for the Urban Planner may be replaced as per below mentioned suggestion: Prepare conceptual master plans, prepare preliminary cost estimates for the project, suggest the design requirements and standards to fulfil GRIHA/ LEED ratings.	Ref to Revised RFP
4			We also agree that the preparation of revenue model and financial viability assessment forms an essential part of the assignment; as such the Authority may consider to include a Financial Expert to conduct the above mentioned tasks. With the given understanding we suggest the addition of a Financial Expert, with 7 years length of professional experience, in the Team structure with the following eligibility criteria:	Ref to Revised RFP
5			Educational Qualifications MBA/CA/CFA or equivalent	
6			Essential Experience Should have been involved in preparation of financial model/revenue model for atleast 3 PPP projects	
7			Job Responsibilities: He will co---ordinate and ensure development of a suitable revenue model in a timely manner as envisaged in this RFP and establishing financial feasibility of the project.	
8	Section 3. Clause 3.1.3	Criteria for Evaluation Scoring criteria	With reference to the suggested addition in team structure, wherein the Authority may add a Financial Expert to the Project Team, we suggest the following changes in the evaluation criteria for scoring pattern:	Pl. Ref. Revised RFP
9	Clause 2.14.2 (g)	The CVs have been recently signed and dated in blue ink by the respective personnel and countersigned by the CEO/Managing Director or Statutory Auditor of the Applicant. Photocopy or unsigned/ countersigned CVs shall be rejected.	We request the Authority to kindly allow the Authorized Representative to countersign the CVs	Pl. Ref. Revised RFP
10	Clause 2.17	Proposal Due Date	We would like to submit that since the response to the RFP requires a detailed understanding of the project and includes a meticulous procedure for compilation of all the relevant documents such as project specific data, statutory auditor certificate etc., thus we request the Authority to kindly extend the Proposal Due Date by atleast 3 weeks from the date of issue of Pre Bid Replies.	Pl. Ref. Revised RFP.

11	Clause 3.5	Insurance to be taken out by the consultant	On Insurance :- every employee is insured by their respective companies . Do the consortium has to take a separate insurance for this project ?	Pl. Ref. Revised RFP, Clause 3.5.2
12	Caluse 2.6	The Consultant shall, subject to the provisions of the Agreement, indemnify the <b>KMRL</b> for an amount not exceeding 2 (two) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.	3(three) times of the agreement value is too high for any consulting company who is providing the services. Request to reduce to 50% of the agreement value .	Ref Revised RFP.
13	TOR clause 3.2.1 point(i)	About 17.315 acres of land is available for development of the Project. The project also involves redevelopment of 150 PWD housing quarters in an alternate place of land in close vicinity. The Consultant shall carry out a topographic survey of the available land and the surrounding areas to prepare accurate site plans. The development proposals should be primarily confined to the site. However, to achieve the objective of harmonious development with the surrounding city and adequately meet the need for transport linkages, the Consultant shall plan works on surrounding roads and the land adjoining the land boundary of the site. Feasibility of such construction shall be carefully examined. The plan should provide for integrating the proposed development with Kochi Metro Phase 2 and the other available modes of transport.	The project has two parts . A) Development on 17.315 acres of land & B) Redevelopment of PWD Housing in 15.685 acres of land. Are these two lands connected. In part B) i.e- Redevelopment of housing, the land area seems more as compared to that required for accommodating 150 tenements. Can the land be optimized & these quarters can be accommodated in less area of land , leaving extra land either for open space/ future development of additional housing required / any other public amenities?	Pl. see the attached sketch in the Revised RFP. To be evaluated by Transaction Advisor during assignment.
14	TOR clause 3.2.1 point(iii)	Study of infrastructure assessment and connectivity	In assessment of existing infrastructure & connectivity, can there be augmentation & improvements of existing connectivity if required? Also can area level / city level proposals be suggested for improvement of connectivity, which may vary from those given in the development plan ?	To be evaluated by Transaction Advisor during assignment.
15	TOR clause 3.2.1 point(vi)	The Consultant shall study the development bye laws and Master Plan of the city and other requirements laid down by local authorities and shall advise the KMRL regarding the nature and extent of construction permitted. Energy Efficient Green Building Guidelines. The project should be conceived and designed such that it meets the GRIHA (Green Rating for Integrated Habitat Assessment) green building design evaluation system, and LEED (Leadership in Energy & Environmental Design) rating system for the design, construction and operation of high performance green buildings. A presentation elaborating the features being incorporated should be included along with deliverables as per KD1, KD2, KD3, KD4, KD5 & KD6 as given clause 6.0.	Is it really required to meet GRIHA / LEED criteria or can a High performance Energy & Environment friendly building will do? In case LEED / GRIHA rating is to be achieved , it will be required to strictly adhere to the norms of these criterias. Also additional services of specialized consultants like LEED AP or ISHRAE certified consultants may be required.	To be evaluated by Transaction Advisor during assignment.

16	TOR clause 3.6.1	The Project would be built on PPP/BOT/JV mode by forming SPV/development agreement that requires the concessionaire to bear the responsibility for detailed design. Demolition of PWD housing quarters from the existing land and its redevelopment on alternate land parcel is an essential component of project planning.	It is said that the scope of detail design lies with the SPV or the bidder but as mentioned in points 3.1.1 (scope of services), the standards for technical specifications of constructions are asked to be set by the consultant, where the bidder may argue that this does not leave much room for different bidders to vary in technical specifications & design which itself is the competitive criteria. Also details are asked for making the development compatible to LEED / GRIHA rating which again focuses on material specifications & detail design. What is exact scope within Preliminary design ? (which ideally should be larger level master plan integrating the traffic & existing development, built form massing options, development control regulations, guidelines for use of FSI, design norms & Urban design guidelines for the project like Architectural controls) What is exact scope of Detail design ? (which should be interpretation of all above in design of development making it easier of the consultant to compare various bidders for the appropriateness within the desired framework of Urban design)	The consultant is expected to come out with broad standards and technical specifications, as per RFP. The selected contractor/developer will have to do the detailed design based on the consultant's report, in consultation with KMRL. Consultant's scope is not the Preliminary Design, it is Preliminary scheme plan.
17	TOR clause 3.6.2	The Technical / Feasibility Report to be prepared by the Consultant will contain the layout plan, a preliminary scheme plan for various typologies of PWD redevelopment quarters, its phasing, technical specifications and block cost estimates of the same. It is intended that the redevelopment of such PWD quarters shall be undertaken by the selected private developer. The transaction documents that would be floated for the purpose of appointment of such private developer shall necessarily contain the detailed technical specifications of the redevelopment component.	When the PWD quarters are supposed to be built by a private investor, can the typologies & areas vary from the standard PWD format making them better in design & specifications or even adding additional area to existing houses?	To be evaluated by Transaction Advisor during assignment.
18	Clause 3.7	3.7.1. The Consultant shall study the impact of the proposed development on traffic and congestion on surrounding roads and area and make an assessment of the impact on infrastructure demand in terms of water, sewerage, power, communications, road network and parking. Mitigation plans for increase in infrastructure demand shall also be prepared. 3.7.2. Consultant shall assess the requirements of infrastructure and road network strengthening including assessment of need for removal of encroachments, land acquisition, diversion of services / utilities and trees to be felled. Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the redevelopment component, the lighting, circulation, traffic integration, access, and services required for overall property development to be planned for an integrated with overall planning	In assessment of development on existing public infrastructure & traffic, also issues like removal of encroachments, is there some amount of data available in form of surveys, plans & figures of all what is existing, especially surveys done through various years?	NO
19	clause 4.2.2	The Consultant shall prepare the layout plan and concept drawings for PWD housing units as well as prepare technical specifications and block cost estimates of the same. The technical specifications shall form a part of the bidding documents during transaction stage of the project	The scope defined for consultant to prepare concept drawings, technical specifications & block estimates for PWD housing as part of bidding documents at transaction stage, there is no room left for different bidders to offer certain variation which goes against the basic principle of asking the detail design from the bidders (as already mentioned in point 3.6.1.) . Clarity is required over the same?	To be suggested by the Transaction Advisor during assignment.
20	clause 6.0	Time and Payment schedule	. Does the initial time of 2 weeks given for Preliminary report KD1 include time taken for various on ground site surveys ? (Time taken for site surveys will be more especially taking into consideration the time taken to locate existing aspects like plot boundaries, public infrastructure like sewage lines, storm water lines etc)	NO. This shall come under KD4.

21	clause 8.0	Key Personnel	In the responsibilities given under Urban planner, the scope that is given is regarding timely implementation of revenue model, & establish financial feasibility of project. Here the point to be noted is that the much of the scope of preparation of master plan & urban design guidelines comes within the scope of Urban planner / Urban designer.	Pl.ref to the revised RFP.
22	Clause 2.1.4(a)	<b>Key Personnel -PPP Expert cum Project Manager (Team Leader)</b> He/She will lead, co-ordinate and supervise the consultancy team for delivering the consultancy in a timely manner as envisaged in this RFP. He shall not delegate responsibilities except with the prior written approval of the KMRL.	We are assuming that the Project Manager can be drawn from team of the combined consortium partners.	YES, as proposed by the 'Applicant'
23	Clause 2.2.2 (D) (c )	<b>Conditions of eligibility for Key Personnel -</b> Educational Qualification for Real Estate Expert: Graduate Engineer with Masters degree/ Member of RICS	Can the educational qualification for Real Estate Expert be read as follows: Graduate Engineer with Masters degree Or Any Graduate with Member of RICS Or Graduate Engineer with Member of RICS	Pl.ref to the revised RFP.
24	Clause 2.2.3	2.2.3 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed as a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership	Should the power of attorney be submitted by any of the consortium partners or both of them?	Only the 'Applicant'.
25		6.2 Retention Amount: KMRL shall retain 5% from each payment due to the Consultant till the completion of the Works. Upon the issue of a Certificate of Completion of the Works by the Dy. General Manager (RS), the total amount retained shall be repaid to the Consultant. The Consultant may also exercise the option of substituting the retention amount with an <del>an</del> demand+Bank Guarantee as given in Annex 1 . Form 16	Since the payments are linked to various milestones, the payments are released to the consultant only after successful completion of the given milestone. Hence the retention of 5% from each of the payments doesn't seem to be justified.	No Change. Pl. ref to revised RFP for revised payment schedule.
26	Clause 6.2	In addition to the above payment, the Consultant shall be entitled to receive a success fee (the <del>%Success Fee+</del> of 1% of the present value of Lease Premium (upfront and/or recurring) committed by the Selected PPP/BOT/JV Partner. To arrive at the present value, the figures shall be discounted at 15%.	Does the <del>%Lease Premium+</del> refer to lease rental or Security Deposit?  While calculating the present value of the lease premium, what is the tenure of the cash flow that is to be considered?	Pl. Ref to the revised RFP.  Pl. ref. table 6.3 of ToR.