

EAST COAST RAILWAY

Invitation Document No.: PCE/ECOR/PLG/2016-17/1

RESPONSE TO QUERIES IN CONNECTION WITH INVITATION FOR QUALIFICATION AND TECHNICAL PROPOSAL FOR DEVELOPMENT OF VISAKHAPATNAM RAILWAY STATION

S. No	Clause No.	Page no.	Query/ Clarification	Response
01	Invitation Document	Page 13	Estimated Project Cost - Bid document does not specify the Cost of commercial Development - Kindly indicate the same	The Applicant has freedom to plan, design and develop commercial development on the Reserved Railway Land and utilize the airspace at the Station as per its plan/concept of development and in conformity with the Development Control Norms Applicable Laws, Applicable Permits and Manual etc. Therefore, specific cost of Commercial Development cannot be indicated and has to be worked out by the Applicant broadly with a break up of cost for each component separately.
02	Invitation Document	Page 18	Total Project Cost - shall include the Lease Premium paid upfront by the developer	The definitions provided in Section IV, Definitions (lxxxii) "Total Project Cost" of Page No. 18 of the Invitation Document will hold good for defining Total Project Cost.
03	Invitation Document	Page 17	The commercial development shall be based on the market conditions and absorption. DPR shall give the overall development plan in Phases and may tend to change. Hence the Fixed parameters for Station development alone and commercial development shall be as per market conditions	<p>Clause 1.1.1 (c), Page No. 20 and 2.18.2, Page No. 54 of the Invitation Document may be referred towards finalization of final DPR.</p> <p>The Commercial Development shall have to be done as per the approved final DPR.</p> <p>The Applicant at Invitation Stage is free to</p>

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				plan and propose Commercial Development Project as per its own concept/designs in conformity with prevailing local conditions, local development control norms/building bye laws/Manual and other Applicable Laws/Applicable Permits in terms of the Bidding documents.
04	Invitation Document	Page 22 (f)	Approvals related to Change of Land / NOC etc., shall be obtained by Railways prior to signing of agreement	Clause to 1.1.1 (f), Page 22 and Para 6.3, Page 52 of PIM of Invitation Document may be referred. The clause stipulates the Authority shall endeavor to take in-principle approval prior to the Bid Stage from the relevant State/local level Government Authority for the Project. The Change of Land Use/NOC for the development on Reserved Railway Land will have to be obtained by the Developer, if required, as per Applicable Laws, and the Developer shall be primarily responsible for obtaining necessary approval/NOCs.
05	Invitation Document	Page 22 (g)	The development of the project is based on solicited Swiss challenge on DBFOT basis with the developer vested with the responsibility of Design and Build including funding of the project as per the development plan accepted. Railways does not take the responsibility of variations accruing out of the Change in Rates and Change in Quantities. Also the BOT tenders the construction is based on Design & Build concept where-in the developers work on Projects to be executed on Turnkey basis with Design and Value Engineering from the	As per Invitation for Qualification and Technical Proposal document, detailed Bill of Quantities, estimates, pricing and costing, etc. (refer clause to 1.1.1 (g)) shall be part of the Technical Proposal which will be evaluated by the Authority for selection of Selected Project Proponent (SPC). In order to assess applicability and workability of Technical Proposals, item rates and rate analysis need to be provided by qualified Applicants.

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			EPC team. In the present scenario, the submission of item rate and Rate analysis is not warranted as the entire risks are borne by the Developer.	
06	Invitation Document cl. 1.2. (d)	Page 25	EMD - Form of EMD to include BG also	As per invitation document Clause 1.2.1 (d), EMD submission is in the form of a pay order / demand draft /banker's cheque issued by a Nationalized or Scheduled Bank in India only. No Change is permissible and the Invitation Document conditions shall prevail.
07	Invitation Document cl. 1.3.1	Page 28	Schedule of Bidding - The timelines given for submission of bids in Invitation stage is too short considering the scope of work to be done which include preparation of Technical proposal, Market study, Survey, Revenue assessment, approval requirements and Financial proposal. The time frame for the same needs to be extended at least by 3 months to complete the process. The same can be reduced at the Bid Stage (Stage 2) since the Selected Project Proponent DPR is already being made available and the challenging bidder only needs to submit the Financial proposal	Corrigendum-3 may be referred.
08	Invitation Document Cl 2.1.7	Page 31	Alternate arrangements are to be provided by the Railways or the lease / license term of such commercial contracts may please be terminated by Railways prior to handover of the station to the Developer	As per the provision of Clause 2.1.7, Page 31 of the Invitation for Qualification and Technical Proposal document, existing contracts shall be novated in favor of the Developer in terms of the Development Agreement and shall be honoured by the Developer and after expiry only the fresh

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				commercial contracts / arrangements may be decided by the Developer, in consultation with the Authority.
09	Invitation Document Cl 2.2.12 (e)		All Statutory clearances required for the projects may please be obtained by Railways including Env. Clearances and PCB Clearance for the commercial portion	There is no Clause 2.2.12 (e) in the Invitation Document. However, as per provision of the Clause 2.1.12 (e), Page 32 of the Invitation for Qualification and Technical Proposal document, All clearances will have to be obtained by the Developer.
10	Invitation Document cl. 2.2.6 (v)	Page 38	The holding of 26% by the SPC is perpetual which locks-in in the original proponent perpetually. The holding period by the members may please allowed to be diluted after 15 year from the Commencement date	The holding period of the members of the Consortium will be as per Clause 2.2.6 (v), Page 38 as specified in the Invitation Document and cannot be diluted.
11	Invitation Document 2.18.2	Page 55	The DPR warrants for submission of EIA and SIA (if required) - The preparation of DPR within 30 days is not adequate and shall be changed as 90 days (without EIA / SIA)	As per provision of Clause 2.18.2 (a) and (b) of the Invitation for Qualification and Technical Proposal document, the DPR is required to be submitted by the Selected Project Proponent within 60 (Sixty) days of issue of LOI. The Authority may, at its sole discretion, extend the timelines for submission of DPR by such period as it deems fit.
12	Invitation Document	Page 118	Block work requirements - The same may please be without any charges - as the requirements are for the railways scope of work	Para 6.5, Page 54 of Project Information Memorandum and Schedule 25 of the draft Development Agreement may be referred. Charges for Block works will be as per the extant rules.
13	Invitation Document Tech. proposal	Page 119	Tech. proposal Form VI - Annexure IV - Investigation reports - This clause warrants for the bidder to have done the due diligence & assessment of the existing services and as built drawings - since the services are mostly	Applicant is free to access the Site and carry out its own due – diligence and/or investigations in this regards at its own costs and risks subject to prior permission from Railways.

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	Form VI - Annexure IV		underground and concealed. Please confirm whether Railways would share the same prior to submission of bid in Stage 1	Railways shall facilitate such technical studies being undertaken by Applicant.
14	Invitation Document Tech. proposal Form VII (A)	Page 121	Tech. proposal Form VII (A) The BOQ and cost estimates. The Project of this nature, the cost estimates are based on the broad Design Basis Reports. Moreover, the developer retains EPC Contractor of various disciplines at the time of execution and while submitting the bid they undertake the assessment based on the block cost estimate / DBR. The Quantity risk and Rate risks are borne by the EPC contractors and generally that is the preferred mode of bidding for all PPP projects and D&B Projects. For areas like Hotel development Retails etc., the final specifications are based on the Hotel Retail operator which will change the assumptions made. Hence break-up of cost, rate analysis and BOQ is not practically possible to be generated and submitted by the developer at Stage 1	Bidding Document Conditions shall prevail
15	Invitation Document	Page 133	Please confirm whether the yard development is to be done by the developer	No, however, Clause 2.1.12 (i) Page No. 32 of the Invitation Document may be referred to.
16	General	Page 133	Please confirm whether utilities like ETP, STP Drain, Fresh water UG/ OH Tank for the yard area is included in the scope of the developer	No, the Technical proposal shall be as per Clause 2.1.8, Page No. 31 and S No. 14 of Page 135 of the Invitation Document.
17	Development Agreement	Page 33	Lease Period - Please confirm the Lease period for the Station Building (term of SFMA) and for the Commercial Land given	Exhibit – I, Page No. 132 of Invitation for Qualification and Technical Proposal may be referred.

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	cl. 1.1.82		for development in the Reserved Railway Land	(i) Lease Period = upto 45 (Forty Five) years. (ii) Term of Station Facility Management Agreement = 15 (fifteen) years
18	Development Agreement Schedule 2	Page 244	The air space development in the station / platform areas shall be developed by the developer as per the Master Plan complying with the applicable laws - is there any restrictions from railways for the same	Clause 1.1.23 of Article 1 of Development Agreement may be referred. Air space development shall be part of Commercial Development Project . Accordingly, the airspace development in the station/ platform area should conform to Development Control Norms, and Applicable Law/Applicable Permit as applicable for the said development including the terms and conditions provided in the Bidding Documents. Corrigendum-3 may be referred.
19	Development Agreement Cl 1.1.18	Page 27	"Built Up Area" shall have the meaning as set out in SCDA, and if not defined in SCDA then shall mean the (a) total constructed area under roof on all floors (including underground floors) on a given piece of land in terms of local building bye laws of the Site; or (b) in the case of development of air space over any existing structure or proposed Station Development or Redevelopment Assets. Kindly confirm whether the Air Space can be developed by the Developer as per the development plans proposed from PF 1 to 12 can be developed by the Developer including the area covered	Visakhapatnam station consists of only 8 platforms and not 12 platforms as mentioned. The Applicant can develop the air space as per the development plans covering all the existing platforms and should match with the future plan of the railway as well. Corrigendum-3 may be referred.

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			in PF 9 to 12	
20	Development Agreement Station dev.	N.A.	Please confirm whether the station development works / redevelopment works from the MMC is also covered in the scope of work of developer.	No redevelopment work is done by MMC in Visakhapatnam station.
21	Invitation Document	Page 21	Invitation for qualification & Technical proposal - The Indicative Project Cost (excluding cost of Commercial The project warrants for additional areas in in the same vicinity in order to make it viable. Also please confirm whether the existing Car parking opposite to the Railway Station will also form part of the Station Development of the developer. In such a scenario the Car park land can also be given as part of the Railway Reserved land for commercial development for 45 years and the developer can have a Multi-level Car Park / Basement.	No. The existing car parking area cannot be part of the Railway Reserved land for 45 years. The same shall be part of the Station Development only.
22	Development Agreement FAR	N.A.	Kindly confirm the width of the abutting road approved by CMDA for the purpose of calculating the FAR / Height of the buildings permissible as per the Dev. Control rules	CMDA is not related to Visakhapatnam Station. Applicant has to follow Development Control Norms as applicable for the sites. Applicants should consult relevant authority like GVMC, VUDA etc. and conduct its own due diligence in this regard.
23	Development Agreement FAR	N.A.	Please confirm whether the given plot area can avail the additional FAR / FSI as applicable for the Corridor influence of Metro Rail Corridor	Applicant has to follow Development Control Norms as applicable for the sites. Applicants should consult relevant authority and conduct its own due diligence in this regard.
24	Development	N.A.	Please confirm whether premium FSI is	Applicant has to follow Development Control

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	nt Agreement FAR		allowed for the project in the said Reserved Railway Land	Norms as applicable for the sites. Applicants should consult relevant authority and conduct its own due diligence in this regard.
25	Developme nt Agreement Consultants	N.A.	Please confirm any restrictions in the Consultants to be appointed by the Potential developer (now bidder) for the preparation of bid proposal at Stage 1 and Stage 2	Engagement of Consultants shall be subject to compliance with Conflict of Interest as specified in Clause 2.2.1 (c) of the Invitation document.
26	General	N.A.	Copies of the as -built drawings of the stations assets, AutoCAD drawings, Survey data, Geotechnical data of the station and Reserved Railway Land may please be given	Railway shall facilitate in providing existing maps/plans as available for the Vishakhapatnam Station for ease of Bidders. However, the Applicant is required to do its own due diligence and the maps/plans may not be updated/reflecting the actual ground conditions.
27	Station Facility Managemen t Agreement Cl. 3.3.3 (iv)	Page 36	This clause defeats the purpose of the commercial rights given to the Selected Facility Manager. If there is no exclusivity, how does the Facility Manager Project the revenue for the station area and the redevelopment area? Any competing facility of real estate development / commercial will directly affect the revenue of the FM who has invested on the Station redevelopment project.	Bidding Document Conditions shall prevail.
28	Station Facility Managemen t Agreement	Cl 4.2.1 (ii)	CP of deemed satisfaction of Existing contracts shall be revised to 100% instead of 80%. Also MoR / Authority shall indemnify the Facility Manager against any claims / dispute arising out any Legacy contracts	“Condition Precedent shall be deemed to have been satisfied by Authority upon the Novation of 70% of the Existing Contracts” as per Clause 4.2.1 (ii), Page No. 37 of the Station Facility Management Agreement of

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	Cl 4.2.1 (ii)		signed by MoR / Authority prior to submission of the Bid proposal by the FM	Visakhapatnam Station.
29	Station Facility Management Agreement CI 11.1	Page 65	Please confirm whether Change in law would include the impact of the GST as & when introduced.	The Developer shall bear and be responsible for payment of all taxes and duties license fees, charges, surcharge, including customs duty, excise duty, sales tax, service tax, VAT, and/or any other applicable tax or duty , to the appropriate governmental agency responsible for collecting such taxes, duties and charges as per Applicable Laws as per Clause 1.1.9, Page No. 24 of the Invitation Document.
30	Station Facility Management Agreement Cl. 1.1.70	Page 27	Station Revenue shall not include Deposits& Advances received	The stipulation provided in Article 1, Clause 1.1.74, Page No. 27 of the Station Facility Management Agreement shall prevail.
31	Bid Document Cl. 1.1.1 (d)	Page 19	NPV of Lease Premium and Annual Lease Rent offered by Selected Project Proponent (Reserve Premium) - Please confirm whether the Reserve Lease premium with costs break-up will be shared in the Bid document floated	It will be indicated while issuing the Bid Document.
32	General	N.A.	Please confirm whether the bidders participated in the Phase 1 tender process and not selected can participate in Phase II as the same consortium or with a new consortium as a member or as a sole bidder.	Yes.Clause 1.2.3, Clause 2.2.1 (c) and (e) of Invitation Document may be referred to.
33	General	N.A.	If any dismantling of existing structures and reconstruction of the same has to be done at any other location, is there any extra	No. The Clause 2.1.9, Page No. 31 of the Invitation Document and "Section B Submissions under Technical Proposal Form

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			payment provisions are made by Railway authorities?	VII (A): Station Development & Redevelopment Project BOQ cum Costing and Estimates Plan” of Page No. 136 of the Invitation Document and other relevant clauses of Bidding Documents shall prevail
34	General	N.A.	The lease period for the air space will be same 45 years as of development to be done on 7.25 acres land provided by Railways.	Yes, the Airspace Lease right is for 45 years. The reserved railway land at the Visakhapatnam Railway Station is available in two plots of 3.8 acres and 0.9 acres. So, total reserved land available is 4.7 acres.
35	General	N.A.	What should be the passenger carrying capacity for which the design has to be done for?	Para 2.2, Page 20 of Project Information Memorandum of the Invitation Document for projected number of passengers to be dealt at the station for horizon period of next 40 years may be referred.
36	General	N.A.	In case of delay in getting approval from Government bodies regarding any pre or post construction activities by railways beyond stipulated time for what so ever reasons, which may affect the financial as well as the progress part of contractor, how it is going to be compensated by the Railways.	The Developer cannot seek any claim or compensation from the Authority in case of any delay in getting such in-principle approval as per Clause 1.1.1 (f), Page No. 22 of the Invitation Document.
37	General	N.A.	During the construction inside platforms or airspace area, how the rail traffic has to be diverted and time frame of diversion for the same.	Clause 2.1.7, Page No. 31 of Invitation document may be referred. The planning of redevelopment should be such that there is optimum need to divert the traffic.
38	General	N.A.	What should be the maximum height or maximum no. of floors could be developed for commercial purpose as per the rules of local authorities.	Applicant has to follow Development Control Norms and applicable laws as applicable for the sites. Applicants should consult relevant authority and conduct its own due diligence in this regard.
39	General	N.A.	The area provided for commercial	Land to be leased to the Developer as

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			development includes parking space or any extra land will be alerted for the same by the Railways.	Reserved Railway Land for Commercial Development Project is provided and limited to as provided in para 3.2, Page No. 24 of the Project Information Memorandum of the Invitation Document.
40	General	N.A.	Which guide lines or construction manuals have to be followed for development of the project?	"Manual of Standards and Specifications for Railway Stations for Development of World class Stations through Public Private Partnership" as referred in Clause 3.6.2 (a), Page No. 64 of the Invitation Document will be followed.
41	General	N.A.	After award of LOI, who will be the controlling or managing authority for the existing commercial complexes operating under Visakhapatnam Railway station management?	Bidding Documents for Novation mechanism pursuant to which the Bidder will have direct contractual relationship with the vendors may be referred.
42	General	N.A.	Detailed measurement of lands on which the development to be done required.	<p>The Station Building area detail is provided in Clause 2.1, Page 20 and Vacant land parcel details are provided in Para 3.2, Page No. 24-25 of the Project Information Memorandum of the Invitation Document.</p> <p>Land Plan has been furnished. Project Information Memorandum provided in the Invitation Document and Corrigendum-3 in this regard may be referred.</p> <p>Applicants are requested to visit the Visakhapatnam Railway Station and make a site visit for any further information.</p>
43	General	N.A.	During construction period who will arrange the electricity and construction water facilities	Applicants should plan the capacity of utilities as per their plan for the redevelopment of

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			to the developer.	Vishakhapatnam station in conformity with the requirements of Bidding Documents. The Authority may consider providing water/power/drainage/Treatment Plant / Recycling Plant etc. for which charges has to be paid by the developer to the Authority.
44	General	N.A.	As cost implication for the preparation of detail design and drawing is very high and if any developer after submission of the detail design, does not get qualified as L1, is there any compensation or pay back systems in whole or part are there by the Railways?	No.
45	Invitation Document Submission Date	Page 28	Request to Extend submission date by at least 3 months. Technical proposal involves detail site survey, master plan preparation, Detailed Designing, Quantification, Estimation, Financial Modeling, viability study. Major consultancies for Master plans preparations are foreign firms, who require time. Also for all the above activity & to prepare a competitive proposal. We require more time. Hence request to extend current due date by 3 months.	Corrigendum-3 may be referred.
46	Invitation Document Clause 2.18.2 (d)	Page 55	If there is any drastic change in the design & BOQ, which impact the cost more than that of 10% of station development cost submitted earlier? Then what would be the alternate.	The provision of Clause 2.18.2 (d), Page No. 55 of the Invitation for Qualification and Technical Proposal document regarding permissible variation in cost shall hold good.
47	Invitation Document Cl. 1.1.1(f) & 2.1.3	Page 30	Authority should be responsible for change of land use/NOC for development on Reserved Railway Land. Request to provide/get all the approvals prior to bid	As per Clause 1.1.1 (f), Page No. 22 and Clause 2.1.3, Page No. 30, change of Land Use/NOC for the development on Reserved Railway Land will have to be obtained by the

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			stage.	Developer, if required, as per Applicable Laws, and the Developer shall be primary responsible for getting such approval / NOCs.
48	Invitation Document Cl. 1.1.5	Page 23	If the project seems not viable, there should be flexibility of quoting grant instead of premium during the technical proposal stage. Request to consider the same.	No Change is permissible. The provision of Clause 1.1.5 of the Invitation for Qualification and Technical Proposal document shall hold good.
49	General	N.A.	Should we adopt GST or the current tax structure for technical proposal?	The Developer shall bear and be responsible for payment of all taxes and duties license fees, charges, surcharge, including customs duty, excise duty, sales tax, service tax, VAT, and/or any other applicable tax or duty , to the appropriate governmental agency responsible for collecting such taxes, duties and charges as per Applicable Laws as per Clause 1.1.9, Page No. 24 of the Invitation Document.
50	Invitation Document Cl. 1.2.8	Page 27	Request to consider proposal who request for Grant (subject to non-viability of tenders)	No Change is permissible. The provision of Clause 1.2.8 of the Invitation for Qualification and Technical Proposal document shall hold good.
51	Invitation Document Cl. 2.1.12 (a)	Page 31	Request to provide the whole land together, so the developer can	No Change is permissible. Land parcels available under the Project shall be as provided in the Invitation for Qualification and Technical Proposal document.
52	Invitation Document Cl. 2.1.12 (e)	Page 31	Request to include clearance in Client's scope.	The provision of Clause 2.1.12 and 2.1.3 of the Invitation for Qualification and Technical Proposal document shall hold good. The onus of securing statutory permissions, approvals, licenses/permits etc. will be the

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				responsibility of the Developer including but not limited to local body clearances, archaeological / heritage clearances, Change of Land Use for commercial development on Reserved Railway Land etc.
53	Invitation Document Clause 2.18.2 (b)	Page 54	60 days is too less. Request you to extend the period by 1 month at least	No change is permissible.
54	Invitation Document Clause 2.22	Page 58	Please brief on proprietary information. What are the things that in not going to circulate to other bidders	The provision of Clause 2.22, Page No. 58 of the Invitation for Qualification and Technical Proposal document shall hold good.