

REPLY TO PRE-BID QUERIES FOR THE “SELECTION OF STRATEGIC ECONOMIC PLANNING & TRANSACTION ADVISORS FOR DEVELOPMENT OF EXHIBITION CUM CONVENTION CENTRE AT DWARKA, NEW DELHI”

SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
1	Page 9 Clause 2.1.19	RFQ cum RFP Processing Fee The RFQ cum RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax @15.0 % in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, <i>as a non-refundable RFQ cum RFP processing fee</i> (the “RFQ cum RFP Processing Fee”).	Request you to reduce the RFQ cum RFP Processing Fee to Rs. 25,000/- as the whole amount is non-refundable.	The conditions given in the RFQ cum RFP will remain unchanged.
2	Page 13 Clause 2.7.3	All key staff proposed must be full time employees of the firm.	As an established practice in consulting, industry experts are retained as independent experts on contract rolls for the duration of the project; accordingly request you to please also consider retainers and external experts/ independent experts who work for multiple projects with us for the required positions against the engagement. As the project duration is almost 3 years, the proposed consultant if required will be hired by the firm.	The conditions given in the RFQ cum RFP will remain unchanged.
3	Page 19 and 20 Clause 2.9.4 Page 34 Form 3B	Clause 2.9.4: Minimum Qualification Criteria Experience real estate commercialization: At least one assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/ or marketing/	As per Form 3B, on page number 34, we understand that the projects completed in last 10 years would be considered for the eligibility	Clause 2.9.4 Section-2: The conditions given in the RFQ cum RFP will remain unchanged.

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		<p>business development/ commercial implementation support completed in the preceding 5 years with consultancy fees of not less than Rs 2 Cr (excluding taxes) for each assignment.</p> <p>Form 3B: Format for Pre-Qualification Proposal (Eligible Projects). It states Exhibit projects in the last 10 years.</p>		Form 3B: Refer Corrigendum-1.
4	Page 20 Clause 2.9.4	<p>Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. Additionally, a certificate from an authorized CA certifying the receipt of payment from the company towards the contract shall be provided. In such cases, the bidder must provide broad details of the assignment for the</p>	<p>As per the clause, we need to provide three different evidences to prove the completion of an assignment.</p> <p>We request you to consider that provision of any one of the proof would suffice the requirement.</p> <p>We suggest that clause would be read as: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award, or The Managing Director of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements, or a certificate from an authorized CA certifying the</p>	Refer Corrigendum-1.

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		evaluation committee to ascertain relevance.	receipt of payment from the company towards the contract shall be provided. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.	
5	<p>Page 20 Clause 2.9.5</p> <p>Page 50 Form 3I</p>	<p>Clause 2.9.5: Technical Evaluation Criteria</p> <p>B1: Commercialization Experience: Number of 'Relevant assignments' for real estate, urban development projects, special economic zone, logistics park, industrial park, IT park, mix land use urban development, industry zones, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last 5 years with development size > than 250 Acres and project development cost > INR 500 Cr/ USD 80 MN</p> <ul style="list-style-type: none"> • <input type="checkbox"/> 1 - 7 (2 marks) • <input type="checkbox"/> 8 - 14 (6 marks) • <input type="checkbox"/> 15 and above (10 marks) <p>Additional marks to be awarded if at least 5 of the projects mentioned above are within India</p> <p>Form 3I: Applicant’s experience</p> <p>It states Exhibit projects in the last 10 years.</p>	<p>As per Form 3I, on page number 50, we understand that the projects completed in last 10 years would be considered for the eligibility</p> <p>We request you to consider the evaluation based on the following:</p> <p>Number of 'Relevant assignments' for real estate, urban development projects, special economic zone, logistics park, industrial park, IT park, mix land use urban development, industry zones, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last <u>10 years with development size > than 100 Acres or project development cost > INR 100 Cr/ USD 15 MN</u></p> <ul style="list-style-type: none"> • 1 - 2 (2 marks) • <input type="checkbox"/> 3 - 4 (6 marks) • <input type="checkbox"/> 5 and above (10 marks) <p>In this case also, we request you to consider any one proof out of the possible three different proofs for showcasing the assignment completion to satisfy the evaluation requirement.</p>	Refer Corrigendum-1.

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6	Page 20 Clause 2.9.5	<p>Clause 2.9.5: Technical Evaluation Criteria</p> <p>B2: Number of assignments undertaken in India with Govt. of India/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads, ports, airports, railways and urban development in the last 5 years with professional fees (excluding taxes) of at least INR 5 Cr. per assignment</p> <ul style="list-style-type: none"> • <input type="checkbox"/> 1 - 3 (4 marks) • <input type="checkbox"/> 4 - 7 (7 marks) • <input type="checkbox"/> 8 and above (15 marks) 	<p>We understand that, the projects completed in last 10 years would be considered for evaluation.</p> <p>We understand that the Project management Units for various Government bodies will be considered under this category.</p> <p>As PMUs are of longer duration (generally 2 years or more), thus request you to consider ongoing projects as well under this category, wherein consultant has already worked for more than 6 months.</p>	Refer Corrigendum-1.
7	Page 29 Clause 2.17.2	Qualification and competence of key staff	Request you to please provide the details of the staff requirement and their man-month input requirement post completion of 9 months of project for handholding support.	Please refer the conditions given in the RFQ cum RFP.
8	Page 26 Clause 2.16	Proposal Due Date: 6 th Feb. 2017	The complexity of this assignment requires expertise in multiple discipline including international experts which will take reasonable time to arrange for the project specific requirement, accordingly request you to please provide at least a month for proposal submission after the release of the response to queries/ clarifications is published.	The conditions given in the RFQ cum RFP will remain unchanged.
9	Page 63 Section 5.2.2	<p>Scope of Work</p> <p>1. Review and optimization of economic master plan</p>	We understand that no master planning work will be carried out by the TA as a result of modifications suggested in	The economic master planning shall be conducted based on existing approved master plan.

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		d. Finalization of most suitable mix land use for development of facilities.	economic master plan. Please clarify. Please clarify the political influence factor as mentioned in the scope of services	Political influence factor would be as per existing governance under law of land.
10	Page 63 Section 5.2.2	Scope of Work 2. Assist DMICDC with the drafting of RFP/ RFQ documents, concession agreement and contract documents basis initial feedback from stakeholders a. Develop tender evaluation and selection criteria of developer. The criteria shall consider guidelines issued by DIPP or any other Central Government/ Authority ii. Work with the legal experts in preparation of tender documents (RFQ & RFP) as well as concession agreement and the Project Information Memorandum (PIM)	We understand that DMICDC has appointed legal experts to prepare tender documents (RFQ & RFP) as well as concession agreement and the Project Information Memorandum (PIM). Please clarify.	DMICDC has not appointed any legal experts for this project.
11	Page 63 Section 5.2.2	Scope of Work 3. Assist DMICDC in conducting road shows for potential partners & investors. This would involve creating a list of potential partners/investors, reaching out to them for initial meetings, creation of industry specific pitch books for partners/investors, creating marketing collateral for road show & conducting 2-3 road shows.	We understand the cost incurred in creation of pitch books, conduction of road shows etc. would be borne by DMICDC based on actual expenses. Please clarify.	Your understanding is correct.

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12	Page 65 Clause 5.3	Deliverable & payments	Please clarify, if there would be multiple transactions for different components viz. Exhibition halls, multipurpose arena, hotels etc. If yes, then request you to please modify the payment milestones based upon the provision of the services by TA as per scope of work for each transaction.	Please refer the item D & K, Clause 5.3 of RfQ cum RfP document. This is to be ascertained and established by consultant as a part of the deliverables.																																							
13	Page 65 and 66 Clause 5.3	<p>Deliverables & Payment:</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Report</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Submission of Inception Report</td> <td>D + 0.5</td> </tr> <tr> <td>B</td> <td>Preparation of economic impact assessment report for the project</td> <td>D + 1</td> </tr> <tr> <td>C</td> <td>Submission of report on appropriate financing/ funding strategy (project model) for the project</td> <td>D + 2</td> </tr> <tr> <td>D</td> <td>Submission of list of contract/concession agreements specific for Phase - 1 development</td> <td>D + 3</td> </tr> <tr> <td>E</td> <td>Submission of report on investor outreach - preliminary interest and feedback from</td> <td>D + 4.5</td> </tr> </tbody> </table>	SN	Report	Timeline	A	Submission of Inception Report	D + 0.5	B	Preparation of economic impact assessment report for the project	D + 1	C	Submission of report on appropriate financing/ funding strategy (project model) for the project	D + 2	D	Submission of list of contract/concession agreements specific for Phase - 1 development	D + 3	E	Submission of report on investor outreach - preliminary interest and feedback from	D + 4.5	<p>Re quest you to please increase the timeline for deliverable submissions as suggested in the following table:</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Report</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Submission of Inception Report</td> <td>D + 0.5</td> </tr> <tr> <td>B</td> <td>Preparation of economic impact assessment report for the project</td> <td><u>D + 3</u></td> </tr> <tr> <td>C</td> <td>Submission of list of contract/concession agreements specific for Phase - 1 development</td> <td><u>D + 4</u></td> </tr> <tr> <td>D</td> <td>Submission of report on investor outreach - preliminary interest and feedback from proposed partners/ investors</td> <td><u>D + 5.5</u></td> </tr> <tr> <td>E</td> <td>Submission of report on communication and engagement strategy for regulators and stakeholders</td> <td><u>D + 6</u></td> </tr> <tr> <td>F</td> <td>Commercial model,</td> <td><u>D + 7</u></td> </tr> </tbody> </table>	SN	Report	Timeline	A	Submission of Inception Report	D + 0.5	B	Preparation of economic impact assessment report for the project	<u>D + 3</u>	C	Submission of list of contract/concession agreements specific for Phase - 1 development	<u>D + 4</u>	D	Submission of report on investor outreach - preliminary interest and feedback from proposed partners/ investors	<u>D + 5.5</u>	E	Submission of report on communication and engagement strategy for regulators and stakeholders	<u>D + 6</u>	F	Commercial model,	<u>D + 7</u>	Refer Corrigendum-1.
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			proposed partners/ investors		ideal contract structure and draft RFP/RFQ documents for contract/ Concession agreements	
		F	Submission of report on communication and engagement strategy for regulators and stakeholders	D + 5		
		G	Commercial model, ideal contract structure and draft RFP/RFQ documents for contract/ Concession agreements	D + 6		
		H	Material required for road show - pitch books, investor/ partner contacts, marketing collateral	D + 6.5		
		I	Revised economic master plan including business plan and economic impact assessment	D + 7		
		J	Org. design, team structure and role/ responsibility definition	D + 8.5		
		K	Final contract /	D + 9		
		G	Material required for road show - pitch books, investor/ partner contacts, marketing collateral		<u>D + 8</u>	
		H	Revised economic master plan including business plan and economic impact assessment		<u>D + 9</u>	
		I	<u>Submission of report on appropriate financing/ funding strategy (project model) for the project</u>		<u>D + 10</u>	
		J	Org. design, team structure and role/ responsibility definition		<u>D + 11</u>	
		K	Final contract / concessionaire agreements design along with tender evaluation and developer selection criteria.		<u>D + 12</u>	

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		concessionaire agreements design along with tender evaluation and developer selection criteria.		
14	Page 66 Clause 5.3	Deliverables & Payment: 75% of the total project fees will be paid post completion of individual milestones as highlighted in table above. The remaining fees (25%) will be spread across 24 months' post completion of 9 months of project and be paid as equal instalments on quarterly bases. These 24 months will involve handholding support to execute the initiatives planned.	Request you to please clarify the scope of work involved in the handholding support for 24 months.	Please refer the conditions given in the RFQ cum RFP.
15	Page 76 Clause 6.4.2	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or	We suggest the clause to be read as: a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty five (45) <u>fifteen (15)</u> days after receiving written notice from the Consultants that such payment is overdue; or	The conditions given in the RFQ cum RFP will remain unchanged.
16	Page 78 Clause 6.5.6	Documents Prepared by the Consultants 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	We suggest the clause to be read as: Documents Prepared by the Consultants 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 Consultant Client, and the	The conditions given in the RFQ cum RFP will remain unchanged.

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		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 software, if any, shall be specified in the SC.	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 software, if any, shall be specified in the SC. <u>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain in connection with the Services.</u>	
17	Page 78 Clause 6.5.8	Insurance to be taken out by the Consultants	We maintain 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.	The conditions given in the RFQ cum RFP will remain unchanged.
18	Page 78 Clause 6.5.7	Subject to additional provisions, if any, set forth in the SC, the Consultants’ liability under this Contract shall be as provided by the Applicable Law.	We suggest the clause to be read as: Subject to additional provisions, if any, set forth in the SC, the Consultants’ liability under this Contract shall be as provided by the Applicable Law. The Consultant	The conditions given in the RFQ cum RFP will remain unchanged.

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			<p><u>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 Agreement. The Consultant shall not be liable, 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.</u></p>	
19	<p>Page 82 Clause 6.13.2</p>	<p>Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the</p>	<p><u>Subject to section 6.5.7, the Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a</u></p>	<p><u>The conditions given in the RfQ cum RFP will remain unchanged.</u></p>

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		Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	
20	Page 84 Clause 6.17	(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: a) for any indirect or consequential loss or damage; and b) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be	We suggest the clause to be read as: a) Except in case of <u>gross</u> 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: i) for any indirect or consequential loss or damage; and 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	The conditions given in the RFQ cum RFP will remain unchanged.

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		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. (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	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. b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	
21	Page 85 Clause 6.18	Risks and coverage	We maintain 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.	The conditions given in the RFQ cum RFP will remain unchanged.
22	New Clause		Any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Agreement (“Reports”), other than the Client, are for Client'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.

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23	New Clause		<p>Except as otherwise permitted by the Agreement, neither the Client or the Consultant may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary including the Deliverables under the Agreement. Either of the parties may, however, disclose such information to the extent that it:</p> <p>(a) is or becomes public other than through a breach of the Agreement,</p> <p>(b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,</p> <p>(c) was known to the recipient at the time of disclosure or is thereafter created independently,</p> <p>(d) is disclosed as necessary to enforce the recipient’s rights under the Agreement, or</p> <p>(e) must be disclosed under applicable law, legal process or professional regulations.</p>	Not accepted.
24	Clause 2.9.4 Page no. 19 Minimum Qualification Criteria:	Experience real estate commercialization: At least one assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial	We would request you to kindly consider - At least one assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support completed or Ongoing in the	The conditions given in the RFQ cum RFP will remain unchanged.

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		implementation support completed in the preceding 5 years with consultancy fees of not less than Rs 2 Cr (excluding taxes) for each assignment	preceding 5 years with consultancy fees of not less than INR 2 Cr (excluding taxes) for each assignment	
25	Clause2.9.5 Page no. 20 Technical Evaluation Criteria:	B1. Commercialization experience: Number of ' <i>Relevant assignments</i> ' for real estate, urban development projects, special economic zone, logistics park, industrial park, IT park, mix land use urban development, industry zones, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last 5 years with development size > than 250 Acres and project development cost > INR 500 Cr/ USD 80 MN	<ul style="list-style-type: none"> We assume that feasibility study and business planning assignment are also accepted. Please confirm. If not, we suggest to include feasibility study and business planning assignment as relevant assignment. Considering that most large scale projects falls in private sector domain. Request you to consider Pvt sector assignment also. Allow relevant assignment done in past 10 Years 	Refer Corrigendum-1.
26	Clause2.9.5 Page no. 21 Technical Evaluation Criteria:	B2. Transaction Advisory and project implementation experience: Detailed case study of one prior ' <i>Relevant assignment</i> ' related to real estate, urban development projects, special Economic Zone, Multi modal logistics park, Industrial Park, IT park, mix land use urban development, industry zones, within/ outside India, in the areas of economic master planning, strategic economic planning & transaction advisory, commercialization support and/or marketing/business development in	Request you to kindly explain the assignment which will qualify	Please refer the conditions given in the RFQ cum RFP document.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
		last 5 years with development size > than 250 Acres and project development cost > INR 500 Cr/ USD 80 MN.		
27	Clause2.9.5 Page no. 21 Technical Evaluation Criteria:	B3. Public sector experience: Number of <i>assignments</i> undertaken in India with Govt. of India/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads, ports, airports, railways and urban development in the last 5 years with professional fees (excluding taxes) of at least INR 5 Cr. per assignment	We would request you to kindly modify - Number of <i>assignments</i> undertaken in India or abroad with Govt. of India/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads, ports, airports, railways and urban development in the last 10 years with professional fees (excluding taxes) of at least INR 1 Cr. per assignment.	Refer Corrigendum-1.
28	Clause2.7.11 Page no. 13 Preparation of proposal:	The Technical Proposal should provide the following information using the attached Standard Forms. ^[SEP] 8. All key staff proposed must be permanent full time employees of the firm. ^[SEP]	We would request you to kindly remove this clause -	The conditions given in the RFQ cum RFP will remain unchanged.
29	Page 14, Section 2.7 - Preparation of proposal	Client certifications or contract copy for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects	In line with RFPs of other public sector entities, self-certification to be considered as valid proof of project experience in cases where non-disclosure agreements have been signed with clients. This will also ensure consistency across clauses.	Refer Corrigendum-1
30	Page 34, Form 3B : Format for Pre- Qualification proposal	Projects experience without the client certificate or contract copy will not be evaluated		Refer Corrigendum-1
31	Page 16, Section 2.7 - Preparation of proposal	Ongoing projects should be supported by suitable client certificates as proof for milestones achieved in that project.		Refer Corrigendum-1

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
32	Page 50, Form 3I: Applicants Experience	Conditions mentioned are - Projects without proof of experience from client will not be considered		Refer Corrigendum-1
33	Page 16, Section 2.7 - Preparation of proposal	Ongoing projects can be submitted in case financial/ business plan for those projects has been submitted to clients.	All ongoing assignments to be considered for evaluation as they highlight relevant experience. Also, it is subjective to ascertain 80% completion of an ongoing project.	Refer Corrigendum-1
34	Page 22, Section 2.9.5 Technical Evaluation Criteria	The relevant assignments would include assignments completed in the preceding 5 years and assignments which are under execution but achieved 80% completion as on the bid submission date.		Refer Corrigendum-1
35	Page 21, Section 2.9.5 Technical Evaluation Criteria (B1)	Additional marks to be awarded if at least 5 of the projects mentioned above are within India	Given the nature of projects envisaged by DMICDC, it is best to bring global expertise. So all relevant projects within/outside India should be included without giving any specific weightage based on project location. Also, given B1 already includes global expertise, this would ensure consistency is maintained across clauses.	Refer Corrigendum-1
36	Page 21, Section 2.9.5 Technical Evaluation Criteria (B3)	Number of 'Relevant assignments' for real estate, urban development projects, special economic zone, logistics park, industrial park, IT park, mix land use urban development, industry zones, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in		Refer Corrigendum-1

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
		last 5 years with development size > than 250 Acres and project development cost > INR 500 Cr/ USD 80 MN <ul style="list-style-type: none"> • 1 - 7 (2 marks) • 8 - 14 (6 marks) • 15 and above (10 marks) Additional marks to be awarded if at least 5 of the projects mentioned above are within India		
37	Page 50, Form 3I: Applicants Experience	<ul style="list-style-type: none"> • Use 10 (Ten) best projects with copy of proof of experience. • Exhibit projects in last Ten years. 	In order to maintain consistency across clauses, it is suggested to remove the text from the form.	Refer Corrigendum-1
38	Page 23, Section 2.9.9	There is no normalization of technical scores	In line with RFP's of other public sector entities which follow 80-20 rule, it is suggested that technical scores be also normalized.	The conditions given in the RFQ cum RFP will remain unchanged.
39	Page 63, Section 5.2.2 Scope of Services		Need better understanding of the support required post completion of 9 months.	The conditions given in the RFQ cum RFP will remain unchanged.
40	Page 65, Section 5.2.2 Scope of Services		The costs associated with organizing meetings/road shows/ pre-bid conferences as well as branding and media will be borne by client and will not have to be built into the consulting costs. E.g. invitations to prospective companies, booking of meeting rooms, meals, transport etc. Request to validate our understanding of the same.	The conditions given in the RFQ cum RFP will remain unchanged.
41	Page 77, Section 6.5.3 - Obligations of the	As a matter of Industry Practice, we always exclude some information/ situations from the obligation of receiving party, to protect confidential	<i>"The obligations of the Receiving Party specified in this Section shall not apply, and the Receiving Party shall have no further obligations, with respect to any</i>	The conditions given in the RFQ cum RFP will remain unchanged.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
	consultants	information.	<i>Confidential Information to the extent Receiving Party can demonstrate that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;(b) is in the Receiving Party's possession at the time of disclosure otherwise than as a result of Receiving Party's breach of any legal obligation;(c) becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party having the legal right to disclose such Confidential Information;(d) is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information; or is required to be disclosed by the Receiving Party to comply with applicable laws or governmental or regulatory regulations or subpoena or other valid order of a court or administrative agency, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party and reasonably cooperates with Disclosing Party in Disclosing Party's efforts to obtain a protective order or otherwise avoid and/or minimize the extent of such disclosure."</i>	
40	Page 78, Section 6.5.6 – Obligations of the consultants	Clients are given “ownership” of the final version (not preliminary drafts) of client deliverables except for those aspects of the deliverables that we consider “Methodology”. Our Methodology is pre-existing IP and new, generic, consulting theories developed in the course of working	In light of the above we recommend the following lines to be added in Section 6.5.6. "6.5.6 Documents Prepared by the Consultants 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	The conditions given in the RFQ cum RFP will remain unchanged.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
		with a client.	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 software, if any, shall be specified in the SCC."	
42	Page 78, Section 6.5.8 (iv) Obligations of the consultants	Please note that certificates of insurance can be provided, however in terms of our policies it would not be possible to include Client's name in policies as beneficiary.	In light of this we propose to delete sub clause (iv) of clause 6.5.8: "Notwithstanding the forgoing, the Consultant shall retain ownership of any drafts, notes, analyses, and other work papers prepared or generated by the Consultant during the course of providing the Services. The Consultant shall also retain ownership of its underlying intellectual property, including its knowledge of business principles, and those analytical concepts, approaches, methodologies, models, processes, discoveries, ideas, and formats developed by the Consultant's staff in the course of its work for clients, or during its own research ("Consultant Methodology"). In the course of providing the Services, the Consultant may also develop or enhance its collective knowledge, which shall be considered Consultant Methodology. The Consultant hereby assigns to the CLIENT and its Affiliates a perpetual, world-wide, limited, non-transferable license to use	The conditions given in the RFQ cum RFP will remain unchanged. The insurance policy will be procured in the name of DMICDC/SPV as this project shall eventually be managed by an SPV.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
			<p>Consultant's Intellectual Property to the extent necessary to enable CLIENT to implement the ideas and recommendations provided by the Consultant in the course of providing the Services. The Consultant hereby grants to CLIENT a limited, perpetual, worldwide, irrevocable, royalty-free, non-exclusive, non-transferable license to use, execute, reproduce, display, perform, distribute internally, and prepare derivative works of the Consultant Methodology in conjunction with the use of the Consultancy Documents solely for CLIENT's internal business purposes."</p>	
43	<p>Page 82, Section 6.13.2 Miscellaneous</p>	<p>As a matter of global policy we only indemnify our clients for third party intellectual property rights infringement claims. For other cases we believe that there is a well-established body of common law controlling where liability falls in the context of these breach of contract and tort claims which law provides more than adequate protection to any party for exposure to third parties arising out of the actions or failure to act by vendors and other contract entities.</p>	<p>1. Remove the following text - "whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). 2. Add the following text - "THE CONSULTANT shall have the sole authority to defend (with counsel reasonably satisfactory to THE CLIENT) these Claims; provided however, that THE CLIENT shall have the right, at its election and at its sole expense, to participate in the defense of such Claims on its own with</p>	<p>The conditions given in the RFQ cum RFP will remain unchanged.</p>

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
			<p>counsel of its choosing. THE CONSULTANT shall have no liability or obligation to indemnify THE CLIENT for any claim of infringement based upon use of a superseded or altered version of the Work Products by THE CLIENT, if such infringement would have been avoided by the use of the Work Products in the version that THE CONSULTANT has provided to THE CLIENT or use of the Work Products in a manner that violates the terms of this Agreement."In the event of such Third Party claim, THE CONSULTANT, at its sole option and expense, shall have the right to (i) procure for CLIENT'S rights to the continued use of such Work Product, (ii) replace such Work Product with a non-infringing Work Product, or (iii) modify the Work Product such that it becomes non-infringing. Such remedy, together with the indemnity obligations hereunder, shall be CLIENT's sole recourse against THE CONSULTANT for any such allegation of infringement. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise."</p>	
44	<p>Page 83, Addition of new section- 6.13.13 Miscellaneous</p>	<p>We request to add this as, although we accept the duty of care which we owe to our clients, it is important for us to ensure that third parties that are to be given access to our deliverables may use them on strictly non-reliance basis. This is to protect our clients as much as</p>	<p>"6.13.13. <i>The CLIENT agrees that it will not redistribute Work Products outside of its organization without the Consultant's prior written approval, which the Consultant will not unreasonably withhold. Except as required by law, no reference may be made to the Consultant in any prospectus, proxy</i></p>	<p>The conditions given in the RFQ cum RFP will remain unchanged.</p>

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
		our selves.	<i>statement, offering memorandum or similar document or materials prepared for public distribution. In any case in which the Consultant agrees to the CLIENT disclosing Work Products to third parties, the CLIENT agrees that the Consultant will not be responsible for any damages incurred or claims made by the CLIENT or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on, the Consultant's work. the CLIENT agree to indemnify, defend and hold the Consultant harmless against any and all actual or threatened claim, loss or expense incurred by the Consultant, including as a party or witness, arising from or related to such disclosure, use or reliance. The CLIENT shall ensure that any third party receiving a copy of the Consultant's materials first sign Consultant's standard form of non-reliance letter. The Consultant will provide the CLIENT with a copy of this form upon the CLIENT's request to disclose Work Products."</i>	
45	Notice inviting tender (before page 1)	Interested applicants are requested to submit their responses to the RfQ cum RfP at the address mentioned below on or before 11th January 2017. The RFP submissions will necessarily have to be accompanied with a Bank Draft of USD 2000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax @15.0% in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”,	May we request that the submission of the demand draft be allowed with the final proposal submission on 6th February	Please refer the conditions given in the RFQ cum RFP.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
		payable at New Delhi, India, as a non-refundable processing fee.		
46	2.7.9 (page 15)	A firm can bid for a project either as a sole consultant or in the form of JV/Consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.	Please confirm if the individual experience of any of the experts who may be a sub-consultant (eg - legal expert), will be considered during the resume evaluation.	Please refer the conditions given in the RFQ cum RFP.
47	2.9.4 - Minimum Qualification Criteria (page 20)	Size and financial solvency: Bidder to be an organization with a minimum consulting turnover of more than INR 25 crore in each of the last 3 years.	May we request that the minimum consulting turnover of more than INR 50 Crore be kept as a cutoff to encourage serious bidders	The conditions given in the RFQ cum RFP will remain unchanged.
48	2.9.4 - Minimum Qualification Criteria (page 20)	Additionally, a certificate from an authorized CA certifying the receipt of payment from the company towards the contract shall be provided.	Our projects in this topic are global in nature, and it may not be feasible to get CA certificates for receipt of payments towards the contract. May we request that self-certification of MD be sufficient for the value of the contracts	The conditions given in the RFQ cum RFP will remain unchanged.
49	2.9.5- Technical evaluation Criteria - B1 (page 20)	Number of 'Relevant assignments' for real estate, urban development projects, special economic zone, logistics park, industrial park, IT park, mix land use urban development, industry zones, within/ outside India	May we request that other infrastructure like ports and airports also be considered?	Refer Corrigendum-1
50	2.9.5- Technical evaluation Criteria - B1 (page 20)		Please clarify how many case studies need to be given to secure full 15 marks - is it 15 global case studies and 5 Indian case studies or is it 10 global case studies and 5 Indian case studies	Refer Corrigendum-1
51	2.9.5 - Technical Evaluation Criteria - B1 (page 21)	Projects in the last 5 years	May we request that projects in the last 10 years be considered?	Refer Corrigendum-1

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
52	2.9.5 - Technical Evaluation Criteria - B2 (page 21)	Detailed case study of one prior 'Relevant assignment' related to real estate, urban development projects, special Economic Zone, Multi modal logistics park, Industrial Park, IT park, mix land use urban development, industry zones, within/ outside India	May we request that other infrastructure like ports and airports also be considered?	Refer Corrigendum-1
53	2.9.5 - Technical Evaluation Criteria - B3 (page 21)	Number of assignments undertaken in India with Govt. of India/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads, ports, airports, railways and urban development in the last 5 years with professional fees (excluding taxes) of at least INR 5 Cr. per assignment	May we suggest that 1. projects in the last 10 years be considered 2. Above 2 Cr in consulting fees be considered	Refer Corrigendum-1.
54	2.9.5 - Technical Evaluation Criteria - B3 (page 20 and 21)		Please suggest if some of the Indian case studies can be common between B1 (commercialization experience) and B3 (Indian govt / PSU experience)	Please refer the conditions given in the RFQ cum RFP.
55	Page 20, Clause 2.9.4		The Minimum Qualification Criteria based on minimum consultancy fee of Rs 2 crore for each assignment is likely to severely restrict competition, we request DMICDC to kindly review the criteria and do away with it entirely. Given the slowdown in the economy over the past few years, not many consultancy assignments have been awarded and executed over the past 5 years. We request you to kindly consider assignments completed over the past 10 years in terms of the Minimum Qualification Criteria	The conditions given in the RFQ cum RFP will remain unchanged.

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SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
56	Page 20, Clause 2.9.5		Will assignments undertaken for private sector clients be considered as relevant Assignments for evaluating the Minimum Qualification Criteria and the Technical Evaluation Criteria?	Please refer the terms as mentioned in the RfQ cum RfP document.
57	Page 28, Clause 2.17.2		In terms of Qualification and competence of key staff, we request DMICDC to reduce the minimum years of professional experience for International Real Estate Expert and Public Sector Expert to 10 years from the existing 12 years as the incremental experience of 2 years will not make a material difference to the suitability of the expert to handle the assignment	The conditions given in the RFQ cum RFP will remain unchanged.
58	Page 65, Clause 5.3: Deliverables & Payment		The timeline of 9 months for selection of developer/concessionaire is ambitious and is likely to be breached based on past experience of large PPP projects; we suggest the same be rationalized to 18 months.	The conditions given in the RFQ cum RFP will remain unchanged.
59	Page 63, Clause 5.5.2		With respect to the Scope of Services (Clause 5.5.2), we seek the following clarifications: <ul style="list-style-type: none"> • Will the Transaction Advisor be required to run multiple PPP transactions? • Is the consultant expected to bear the cost of organizing Road shows [Clause 5.2.2 (3)]? 	Please refer the terms as mentioned in the RfQ cum RfP document.