

SN	Reference	Clause under consideration	Prebid Query	Response
1.	Clause 2.18.3 [Pg 50]	Evaluation Criteria for key personnel (Association with Firm 10%; Full time permanent staff 6% and Years of experience 4%)	Bidder has requested to waive off the full time employee criteria since bidder will associate with free-lance consultant. Bidder has requested us to provide expected man-months for each key personnel.	The conditions given in the RFQ cum RFP remain unchanged.
2.	6.3.1 [Pg. 158]	The duration of assignment shall be 30 months/2.5 years, with option to extend by another 2 years with mutual written agreement.	Bidder has requested for a clause pertaining to suitable consultant's fee adjustments applicable for extension of projects beyond 30 months	Extension beyond 2.5 years shall be on mutually agreeable basis.
3.	6.6.9	Risk & Coverage Consultant to maintain Professional Liability Insurance for a period of 5 years beyond completion of consultancy services.	Five year is long term duration beyond completion of consultancy services and client is requested to reconsider the duration of PLI. PLI should be a minimum 1 year from completion of consultant's services.	The conditions given in the RFQ cum RFP remain unchanged.
4.	6.15.1 [Pg. 161]	<p>Payment of professional fees</p> <p>A) Consultant shall submit the details of actual deployment of key personnel. On this basis, the monthly payment due with respect to each of the construction contracts under implementation will be worked out.</p> <p>B) Monthly payment shall be made @ 60% of the accepted man month rates as per actual deployment of personnel duly certified by nodal person designated by IITGNL.</p> <p>C) Balance 40% shall be released on successful commissioning of the works on proportional basis:</p> <p>i) Along with passing of Final Bill-20%</p> <p>ii) At the end of defect liability period -20%. Client may allow to release 10% of the retained fee against submission of BG of equivalent amount.</p> <p>Payment shall be made within 45 days of receipt of invoice and approval of deliverables; and final bill within 75 days, on achievement of milestones</p>	<p>Bidder has requested client to consider the following payment terms;</p> <p>90% of the accepted man month rates as per actual deployment and 10% shall be paid later.</p> <p>Client is requested to reconsider holding 40% of amount and there should not be any deduction from invoices during construction stage.</p> <p>Consultant may not have control over passing the final bill of contractor. Hence, bidder has requested that this condition be removed.</p> <p>Balance 10% shall be released on successful commissioning of the works on proportional basis:</p> <p>i) Along with passing of Final Bill-10%</p> <p>ii) At the end of defect liability period -5%. Client may allow to release 5% of the retained fee against submission of BG of equivalent amount.</p> <p>Client is requested to clarify the duration of BG.</p> <p>Bidder has requested to consider 28 days from payment from the day of the receipt.</p>	<p>Payment of professional fees shall be as per following:-</p> <p>A) Consultant shall submit the details of actual deployment of key personnel. On this basis, the monthly payment due with respect to each of the construction contracts under implementation will be worked out.</p> <p>B) Monthly payment shall be made @ 70% of the accepted man month rates as per actual deployment of personnel duly certified by nodal person designated by IITGNL.</p> <p>C) Balance 30% shall be released on successful commissioning of the works on proportional basis:</p> <p>i) Along with passing of Final Bill-20%</p> <p>ii) At the end of defect liability period -10%. Client may allow releasing 5% of the retained fee against submission of BG of equivalent amount.</p>
5.	2.9.4 [Pg.25-26]	Minimum Qualification Criteria	<p>Minimum Qualification Criteria is mentioned: Refer page 25-26, Para : 2.9.4</p> <p>a. In sub clause (A): Two (2) projects, with a project cost of more than Rs 500 Crore.</p> <p>b. In sub clause (B): Two (2) projects with different base infrastructure component with a</p>	<p>Selection of PMC shall be a 3 stage process. Minimum qualification criteria requires that bidder has experience in atleast 2 eligible projects of worth atleast 500 Cr.</p> <p>Technical evaluation is the 2nd stage</p>

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			<p>minimum value of Rs 500 Crore.</p> <p>Besides that in Technical Evaluation criteria: Refer page 28, Para: 2.9.5: Specific experience * of the consultant/firms related to this assignment: In base infrastructure projects with a minimum value of Rs. 200 Crore is mentioned; please clarify</p>	<p>where specific experience and the number of eligible projects count, as defined in the clause 2.7.11</p>
6.	2.9.4/2.9.5 [{pg. 25-28}]		<p>Updating cost of completed Project: Para 2.9.4 &amp; 2.9.5: The provision for updating cost of project at par is not mentioned in the clause for the projects executed before one year or earlier by the bidder; please clarify .</p>	<p>For the projects that have been executed in the past, project cost at the time of completion shall be taken into consideration. There shall not be any escalation adjustment.</p>
7.	2.9.4 [Pg-25-26]		<p>General: Consideration of experience in Construction Supervisions of University projects in Urban areas for qualifying the minimum criteria as stipulated wherein the road &amp; drainage, water supply and Sewerage components are executed. Please clarify</p>	<p>As per Eligible projects defined under clause 2.18.1, if project meets the requirements, it shall be considered.</p>
8.	Clause 2.9.4 item B		<p>A) For projects of PMC for Airports components of water supply, roads and drainage, sewerage, public transport system, integrated solid waste management, power/energy etc. are all integrated and are not separately specified in scope and/or certificates. So please confirm that if certificates are submitted for PMC services of the complete airport then a separate mention of the infrastructure components is not required.</p>	<p>For the purpose of evaluation, bidder to substantiate the required components of the eligible projects, as defined under clause 2.18.1.</p>
9.			<p>B) We understand that the city gas distribution project is covered as an eligible component under this Power/Energy category. Please confirm.</p>	<p>As per Eligible projects defined under clause 2.18.1, if project meets the requirements, it shall be considered.</p>
10.	Section 2, Clause 2.9.5	<p>Specific experience* of the consultant / firm related to this assignment. Experience of project management and construction supervision / program management assignments, in five (5) similar projects during the last ten (10) years preceding the PDD, in base infrastructure projects with a minimum value of Rs. 200 crore.....</p>	<p>Please confirm that providing 5 references as a consortium will get full 25 marks.</p>	<p>Yes, references of 5 eligible projects will get the consortium full 25 marks.</p>
11.	Section 2, Clause 2.9.5		<p>How will the said preference of '<b>Applicant where the Lead Member has 2 projects out of the 5 projects stated above, will be preferred.</b>' be given, in terms of technical score.</p>	<p>Evaluation shall be based on the decision taken by the evaluation committee.</p>

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12.	Section 2 Clause 2.16		Preparation of this proposal would require 4 to 5 weeks after receipt of your clarifications on the queries. Hence it is requested to provide atleast 4 weeks from the uploading of replies of queries.	Proposal due date shall be 23 <sup>rd</sup> May '16 (Monday).
13.	2.7.3 (x) on Page 15: Client Certificatio ns		<p>In keeping with our policy and commitments on client confidentiality, the firm cannot disclose our exact client name(s) and scope of our services provided or exhibit specific examples of our client work without written consent from the client. Therefore, please change it to include broad details of the projects in sanitized form including sanitized client name and scope to ascertain relevance.</p> <p>Request you to allow a self-certification from the firm authorized proposal signatory of the consulting firm certifying the authenticity of the data in place of Client Certifications. Bidder is ready to submit required information of projects where such certifications were accepted.</p>	<p>Bidder needs to provide the project specific information viz. project cost, project area and scope of works, to establish the experience, as required by the RFP.</p> <p>Refer clause no. 2.7.3.(x) for the requirement of certification of projects listed under the experience section.</p>
14.	2.7.3 (x) on Page 15: Client Certificatio ns		For ongoing projects, the firm can provide a self-certification from firm authorized proposal signatory stating 50% of the project fees for the project has been received by the firm.	Please refer clause 2.7.3.(x) that states that Client certifications are mandatory 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. The Bidder can provide completion certificate issued by Client for the completed projects or for projects with more than 80% completion. The bidder can also provide Work Order or Contract Agreement along with verified payment receipts specifying that more than 50% of the total professional fees has been received by the bidder for the project.
15.	6.11.2 on Page 146: Removal and/or Replacem		With the statement 6.11.2.1 on the RFP we interpret the following:(i) During the entire tenure of the project, under exceptional circumstances the consultant can provide replacement for each Key personnel (both Core & Non-Core) for a maximum of TWO times only(ii) If the consultant is unable to	The conditions given in the RFQ cum RFP remain unchanged.

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	ent of Key Personnel		provide an immediate suitable replacement, consultant can provide a temporary resource for no more than six (6) months and the temporary personnel will be paid not more than 80% of agreed rate of the personnel being replaced(iii) The subsequent reductions of remuneration on first & second replacements of key personnel is only applicable on temporary resource and DMIC will revert to the initially agreed remuneration on Form 4B, once the consultant finds a permanent resource for the positionKindly correct any flaw in our interpretation of clause 6.11.2.1	
16.	2.9.4 on Page 25 & 26		Every usage of "/" symbol throughout the proposal can be interpreted as "OR". Please clarify for any flaw in our understanding	For the purpose of this clause, "/" can be interpreted as "Or".
17.	2.18.1.1		Please elaborate on the term "Eligible projects"	Please refer to clause 2.18.1 wherein 'Eligible projects' are defined.
18.	2.7.11. (vi) clause on support staff - page 18		Request clarification on if any education qualification requirement for 'support staff' personnel	Support staff requirement is defined in clause. 2.7.11 (vi). Bidder to propose and budget team members having defined experience and suitable qualification.
19.	2.7.11. (vi) clause on support staff - page 18		Request clarification on if any education qualification requirement for 'support staff' personnel	Support staff requirement is defined in clause. 2.7.11 (vi). Bidder to propose and budget team members having defined experience and suitable qualification.
20.	2.18.1.1 Key Personnel S.No 6 Marketing manager on Page 40		Most of the premier institutions in India provide only a PGDM degree certificate, which is equivalent to an MBA, without a mention on the majors as Finance/Marketing/Operations.  Hence request you to change the educational qualification to "Management degree from one of the premier institutions recognized by Govt. of India with 5 years of appropriate work experience"	Along with the management degree, experience of proposed team member for the respective position should be highlighted in the CV.

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21.	2.18.1.1 Key Personnel S.No 5 Finance manager on Page 40		<p>Most of the premier institutions in India provide only a PGDM degree certificate, which is equivalent to an MBA, without a mention on the majors as Finance/Marketing/Operations.</p> <p>Hence request you to change the educational qualification to "Management degree from one of the premier institutions recognized by Govt. of India with 5 years of appropriate work experience"</p>	Along with the management degree, experience of proposed team member for the respective position should be highlighted in the CV.
22.	2.7.3 (x) on Page 15: Client Certificatio ns		For the clause (x) which states:The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projectsAs most client certifications does not hold the above attributes, request you to accept(i) Evaluation of Project size from public sources(ii) Evaluation of Project Fee & Duration from a statutory auditor certificate(iii) Evaluation of Scope of the project from a certification from the firm authorized proposal signatory	Refer clause no. 2.7.3.(x) for the requirement of certification of projects listed under the experience section. Client certifications are mandatory for the projects listed under the experience section.
23.	2.9.5 (i) on Page 28 Technical Evaluation Criteria		Request you to change the working from "with atleast two (2) base infrastructure components in a single project as defined below"to "with atleast one (1) base infrastructure components in a single project as defined below"	The conditions given in the RFQ cum RFP remain unchanged.
24.	2.9.4 clause (a) clause (B) on Page 26 Minimum Qualificati on Criteria		Request you to change the wording from "with atleast two (2) base infrastructure components in a single project as defined below" to "with atleast one (1) base infrastructure components in a single project as defined below"	The conditions given in the RFQ cum RFP remain unchanged.
25.	2.18.1.1 Key Personnel S.No 7 "Roads & bridges Expert" on page 40	<p>Bachelor degree in civil engineering with Masters degree in Highway Engineering is mandatory .</p> <p>10 years</p>	Request a qualification relaxation for Roads & bridge expert from Bachelor degree in civil engineering with Masters degree in Highway Engineering is mandatory to Bachelor degree in civil engineering with any Master's degree	Request for relaxation in Master's degree is acceptable. Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications.

<u>SN</u>	<u>Reference</u>	<u>Clause under consideration</u>	<u>Prebid Query</u>	<u>Response</u>
26.	2.18.1.1 Key Personnel S.No 3 "Program / Planning Expert" on page 39		Request a qualification relaxation for Program / Planning expert From Bachelor degree in engineering/Planning and Training in Project Management Software is mandatory To Bachelor degree in engineering/Planning and preferable to hold a Training in Project Management Software	The conditions given in the RFQ cum RFP remain unchanged.
27.	2.7.11. (vi) clause on support staff - page 18		Request clarification on if any education qualification requirement for 'support staff' personnel	Support staff requirement is defined in clause. 2.7.11 (vi). Bidder to propose and budget team members having defined experience and suitable qualification.
28.	2.5 2.11.2		(Security) It's our Firm's general policy not to provide any bid security.	Bid Security is mandatory for the bids to be considered valid for this tendering process. The conditions given in the RFQ cum RFP remain unchanged.
29.	2.4		(Intellectual Property Rights and Ownership)We would like to define more precisely the respective intellectual property rights of the Client and us. Request to add the following at the end of clause 2.4:-"Notwithstanding anything to the contrary herein, the Consultant shall retain ownership of Intellectual Property rights in and to all concepts, analyses, know-how, tools, frameworks, models and industry perspectives, or graphic or other representations of any of the foregoing used and/or developed by the Consultant in connection with the Services (the "Consultant Tools"), it being understood that none of the Consultant Tools will contain the Client's Confidential Information. To the extent the Articles include any Consultant Tools, the Consultant hereby grants the Client a non- exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Consultant Tools solely as part of the Articles and subject to the limitations on the use of Consultant's name."	The conditions given in the RFQ cum RFP remain unchanged.
30.	2.6.3-2.6.6		Conflict of Interest) Suggest to replace with the standard clause: "It is Applicant's long-standing policy to serve competing clients and clients with potentially	The conditions given in the RFQ cum RFP remain unchanged.

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			conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Applicant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and Applicant's confidentiality obligations to its other clients, Applicant is not able to advise or consult with the Client about Applicant's serving the Client's competitors or other parties."	
31.	2.7.11(i) 2.9.4-2.9.5		(Past Experience) In keeping with our policy and commitments on client confidentiality, we cannot disclose our client list or provide specific examples of our client work. Please clarify, if generic reference to the work undertaken will be acceptable.	Refer clause no. 2.7.3.(x) for the requirement of certification of projects listed under the experience section.
32.	2.7.13- 2.7.14		(Financial Proposal) Unlike many other professional service firms, we judge our work by the impact achieved, rather than the time expended. Given this focus on end products, we do not bill on an hourly/ per diem/per Key Professionals basis. Instead, we agree on a monthly rate for one or more teams for each specific project once the objectives of the project have been established.  Please clarify, if this is acceptable.	No, this is not acceptable. Bidder to submit the financial bid as per the format specified in the tender.
33.	2.12		(Confidentiality)The current confidentiality clause is one-sided and would request for similar rights for the consultant. Request to add the following at the end of the clause:-"Similarly, the Client agrees that it will not disclose any materials or information that Applicant furnishes to the Client, including the deliverables, to any third parties without Applicant's prior written permission. Each party further agrees not to use the other party's name in any communication with any third party without the other party's prior written permission."	The conditions given in the RFQ cum RFP remain unchanged.
34.	54 73	Form 3A, 6(b) Form 3H, 6(b)	(Conflict of Interest) We cannot provide such declaration for the reason provided under item 3 above.	The conditions given in the RFQ cum RFP remain unchanged.

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35.	55-56	Form 3A, 16 & 19 Form 3H, 15 & 17	<p>We have reviewed your proposed terms and conditions. Although most of the provisions are conceptually satisfactory to us, we do have some questions and uncertainties concerning others. We would prefer at this time to submit our proposal and, if you find the content of our proposal satisfactory, to discuss the agreement with you in more detail at your convenience. We are confident that, if selected, we will find a mutually agreeable resolution of these issues without undue delay. We kindly seek removal of the last sentence of the Clause 15.</p> <p>Also, please clarify on how addendum / changes of terms would be incorporated into the Contract after negotiation.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged, other than the ones clarified under pre-bid queries and in the corrigendum.</p> <p>As specified in clause 6.15.5.1 If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned in terms of man month may be increased by an agreement in writing between the Client and the Consultants.</p>
36.	57-58 79-80 81	Form 3B Form 3I Form 3J	<p>(Past Experience) Please see our comment under item 4 above.</p>	Refer clause no. 2.7.3.(x) for the requirement of certification of projects listed under the experience section.
37.	59	Form 3C	<p>(Financial Information) As a private company, we do not disclose Firm financial information. We are confident, however, that we can provide you with the necessary assurance that we have the financial capability to provide the services described in this RFP. If disclosure is inevitable, we can disclose information pertaining lead office/India can be furnished</p>	Bidders to provide the relevant information under Form 3C: Format for Pre-Qualification Proposal (Average Annual Turnover from Consultancy Services of Applicant, in order to meet the minimum qualification criteria.
38.	93-9596	Form 4B Form 4C	<p>(Price Quotation)These Forms require us to quote monthly rates / detail breakdowns.Unlike many other professional service firms, we judge our work by the impact achieved, rather than the time expended. Given this focus on end products, we do not bill on an hourly/ per diem/per Key Professionals basis. Instead, we agree on a monthly rate for one or more teams for each specific project once the objectives of the project have been established. Clarify with client if this is acceptable.</p>	The conditions given in the RFQ cum RFP remain unchanged.
39.	6.6.2.1 6.6.2.3 6.6.2.4		See our comment under item 3 above.	The conditions given in the RFQ cum RFP remain unchanged.

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40.	141; 6.6.3		We request to add similar language as provided under item 6 at the end of clause 6.6.3.	The conditions given in the RFQ cum RFP remain unchanged.
41.	142; 6.6.6		We request to add similar language as provided under item 2 at the end of clause 6.6.6.	For clause 6.6.6- Documents Prepared by the Consultant to be the Property of the Client:- The conditions given in the RFQ cum RFP remain unchanged.
42.	6.8	The Consultant shall; Keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian / internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges, and Permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof, as well as having them audited by auditors appointed by the Client.	(Audit) Due to our confidentiality obligations to our other clients, and consistent with our policy against disclosure of our financial information, we do not generally permit clients or other third parties to audit/inspect our site, books and records. We request to remove the clause.	The conditions given in the RFQ cum RFP remain unchanged.
43.	146; 6.11.2.1		(Personnel Substitution) This clause provides for reduction of remuneration for temporary personnel. We believe that so long as the vacancy is filled with competent staff, no reduction should take place. In addition, we shall not be held liable for substitutions which beyond our control.	There shall be reduction of remuneration for temporary personnel too. The conditions given in the RFQ cum RFP remain unchanged
44.	6.13		Obligation of the Client)Please request to add the confidentiality obligations and serving competitors clauses: "6.13.3 Disclosure of Consultant Materials; Publicity: The Client agrees that it will not disclose any materials or information that Consultant furnishes to the Client, including the deliverables, to any third parties without Consultant's prior written permission. Each party further agrees not to use the other party's name in any communication with any third party without the other party's prior written permission.6.13.4 Serving Competitors: It is Consultant's long-standing policy to serve competing clients and clients with potentially	The conditions given in the RFQ cum RFP remain unchanged

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			<p>conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and Consultant's confidentiality obligations to its other clients, Consultant is not able to advise or consult with the Client about Consultant's serving the Client's competitors or other parties. To avoid situations of potential conflict, Consultant will not, for a period of one year following an engagement for the Client, assign any consultant who receives Confidential Information in connection with such engagement to a competitively sensitive project."</p>	
45.	6.19		<p>(Liquidated Damage) This clause talks about liquidated damages. It's our Firm's policy not to agree to such terms. Request for removal of the clause.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
46.			<p>We are willing to hold Client harmless but capped at the fee payable by Client to us. Request to:- (i) remove the words "or indirectly" at line 5; and (ii) add the following at the end of the clause:- "Notwithstanding anything contained herein to the contrary, liability for any direct loss or damage shall not exceed the amount of fees actually received by Consultant in connection with the Services."</p>	<p>The conditions given in the RFQ cum RFP remain unchanged</p>
47.	6.22.2.1		<p>(Security) See our comment under item 1.</p>	<p>Bidder to refer the clarification provided above.</p>
48.	2.3		<p>Clarification and/or interpretation of reports:Kindly clarify up to what period the requirement to provide clarification within defined time period and without charge will apply. Completion of Project or defect liability period or even after that.</p>	<p>Under the scope of works of the bidder, clarification and/or interpretation of reports need to be provided throughout the project duration.</p>
49.	2.7.12 (i) and 2.7.14		<p>Financial proposal: Kindly clarify whether Personnel's airfare cost and boarding and lodging cost be included in remuneration or in Out of pocket expenses ( i.e. Form 4B page 93-94 or Form 4C in page 96</p>	<p>Out of pocket expenses deal with the expenses towards maintenance of office. The breakup of the remuneration and out of pocket expenses should match the total cost of the Financial Proposal.</p>

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50.		Form 4c	Out of Pocket Expenses: Kindly clarify whether we need to provide supporting document for each expense like photocopying, stationery etc . We would request to treat Out of Pocket expenses as a lump sum amount loaded on man month rate to avoid administrative load of supporting documents for Out of pocket expenses	Out of pocket expenses deal with the expenses towards maintenance of office. However, as specified in the Form 4C, reimbursements will be per actual expenses when supported by documentary evidence.
51.	5.3.5		Marketing Strategy: Our understanding is that the scope of work for PMC will be limited to creation of strategy and marketing plan, the actual work of Marketing collateral creations and advertising flyer development, booth etc will be done by an external agency separately retained by IITGNL . Kindly confirm/clarify	Refer clause 5.3.5 for the scope of PMC under marketing strategy.
52.	6.6.9	<b>Insurance to be taken out by the Consultants:</b> The Consultant shall, ... at the Consultant own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client. The insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.	Insurance Being a Global firm, our insurance coverage is obtained at Global level. We will provide certificate of insurance from insurance brokers as evidence of insurance but will not be able to add Client's name as beneficiary to the policy. Kindly clarify, whether this will be acceptable.	The conditions given in the RFQ cum RFP remain unchanged
53.	Clause 6.15 (and sub-clauses)		Payment terms Given the fixed price nature of the RFP , we request the requirement of time sheets and supporting documents for Out of pocket expenses be removed as it could cause major administrative load on both parties	The conditions given in the RFQ cum RFP remain unchanged, unless specifically clarified as part of prebid queries or issued as part of the corrigendum.

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54.	6.19	<p><u>Liquidated damages for error / variation:</u> in case any error, or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Price.</p> <p><u>Liquidated damages for delay:</u> If the selected Consultant fails to complete the Assignment, within the period specified under the Contract, the Consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the Contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total Contract Price.</p> <p><u>Liquidated damages for excess billing to Contractor(s):</u> in case of any excess billing to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess billing shall be levied on the Consultant and shall be recovered by appropriation from the Security Deposit or otherwise.</p>	<p>Liquidated damages: Kindly clarify if liquidated damages has an overall cap of 10% of Contract price or Clause 6.19.1.1, clause 6.19.1.2 and Clause 6.19.1.3. have separate applicability and liquidated damages could be more than 10%</p>	<p>Liquidated damages described under the clause 6.19.1.1, clause 6.19.1.2 and Clause 6.19.1.3 has an overall ceiling of maximum 10% of the total contract price.</p>
55.	161		<p>Payment for Phase II Kindly clarify whether release of balance 40% of the man month rate will be done based on contract by contract (as we envisage multiple contractors) or for the overall project. How does PMC protect their interest in case of a force majeure situation with a contractor or a contractor defaults</p>	<p>There is a single EPC contractor for the project.</p>
56.		Finance Manager as Core team member	<p>We request to put finance manager as non-core team member, as mostly, engineering consulting companies do not have this position on the payroll and most govt. agencies allow hiring of freelance expert for the position by the consultant.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>

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57.		Power Manager Bachelor degree in electrical engineering Masters degree in Electrical engineering is mandatory. 15 years	We request you to change the mandatory condition of expert having M-Tech in Electrical, since B_tech along with 15 years shall be sufficient for handling projects of this nature.	The requested change is acceptable. Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications.
58.		ICT Expert Bachelor degree in electronics or instrumentation or computer science Masters degree in electronics or instrumentation / telecommunications is mandatory. 10 years	Experts with master's degree are not easy to find or will be very expensive. We understand that graduate engineer with experience of the required domain will suffice the requirement.	The requested change is acceptable. Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications.
59.		An Advance Payment equal to 5% of the portion of the Contract Price, shall be made within 60 days after receipt and verification of bank guarantee from the Consultant of the amount equal to the Advance Payment. The Advance Payment will be set off by IITGNL in equal instalments against the payments for the first 12 months of Scope of Services related to construction works, until the Advance Payment has been fully set off. The Advance Payment will be interest bearing, with an interest rate of 10% per annum, on the outstanding amount.	Please clarify whether 10% interest being charged on the outstanding amount will be simple or compound.	10% simple interest per annum shall be charged on the outstanding amount.
60.		Scope of work	Please advise if the consultant has to review survey and field investigation data or whether any surveying of filed investigation is to be carried out by the consultant.	PMC is not required to conduct any soil investigations. However, PMC to verify the test reports for the tests conducted by the EPC contractor and approve the design documents prepared thereafter. For all other survey and field investigations, pertinent clause in the RFP to be referred.
61.		Evaluation Criteria	In case the consultant has number of projects more than 5, proportionate marks will be awarded to the consultant.	Maximum marks under the evaluation criteria shall be provided if the consultant has executed 5 eligible projects.
62.		Qualification of Key Personnel	Wherever it is mentioned that the Post Graduation in respective field is mandatory, we request you to consider this criteria to 'desirable' as people having executed similar projects successfully have sufficient technical and managerial knowledge to deliver the project of this nature.	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications.
63.		Professional fee payment	We request that monthly payment towards professional fees as below:-	Bidders to refer the relevant clause as mentioned in the corrigendum,

SN	Reference	Clause under consideration	Prebid Query	Response
			<p>1] 80% of the monthly payment shall be made as per actual deployment  2] Balance 20% shall be as following:- a) 10% along with final bill, b) 10% at the end of defect liability period, which may be retained against submission of BG.</p> <p>The proposed payment terms in the tender will pose serious cash flow challenge</p>	released along with the prebid clarifications.
64.		Escalation of project cost for projects executed earlier	Will the project cost be escalated for the projects that were executed earlier? If yes, then how?	For the projects that have been executed in the past, project cost at the time of completion shall be taken into consideration. There shall not be any escalation adjustment.
65.		External Tests-Quality related	Regarding clarification on outside approved laboratory testing charges/cost of testing material of sample including transportation charges etc.	PMC does not need to consider this cost while quoting. EPC contractor shall bear the cost towards outside approved laboratory testing, if defined under the contract with EPC contractor. For all other tests, client shall bear the cost of the tests.
66.		Qualification Criteria Experience of project management including construction supervision / independent engineer during the last ten (10) years preceding the PDD, for implementation of area development projects.....	Consideration of experience of independent agency for qualifying minimum criteria as per clause 2.9.4(page 25-27) and Technical Evaluation criteria as per clause 2.9.5 (page 28) as engaged by various Govt. organization/ State Govt. Authorities for carrying out of Third Party Inspection/Quality Assurance/ Quality Surveillance/Quality Control, wherein multi infrastructure project components executed by the contractor.	For the purpose of evaluation, only those projects shall be considered wherein the engagement of bidder was for project management services.
67.		Evaluation	It is a request that only core team members be evaluated and non-core team members are not evaluated as part of technical evaluation.	The conditions given in the RFQ cum RFP remain unchanged.
68.		Prepare all drawings	In clause 5.3.2 Pg 104, it is specified that PMC will also have to prepare drawings/BBS. Please elaborate what all drawings need to be prepared by the PMC?	PMC is not required to prepare drawings for the project. However, PMC will review designs, drawings, specifications prepared by the Preliminary Engineering Consultant/EPC contractor for

<u>SN</u>	<u>Reference</u>	<u>Clause under consideration</u>	<u>Prebid Query</u>	<u>Response</u>
				sustainability aspects. The PMC will also review and ensure that the GFC drawings prepared by the contractor are coordinated drawings and advise the client/IITGNL appropriately for any modifications in GFC drawings.
69.		Time bid submission	Time duration of 1 month from the pre-bid meeting for the submission of bids is not sufficient. It needs to be reconsidered.	Proposal due date shall be 23 <sup>rd</sup> May '16 (Monday).
70.		Financial Modelling and Land Monetization strategy (Clause 5.3.4):	PMC is the implementation agency but the planning is also mentioned in PMC scope also. It may be covered in the EPC/PEC scope of work. Please clarify	Scope of PMC defined under clause 5.3.4 remains unchanged.
71.		Payment to Consultant	1] 80% of the monthly payment shall be made towards monthly payments as per actual deployment, instead of 60%	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.
72.			How the marking shall be done for Approach & methodology, work plan and Organization & staffing. What shall be the bifurcation of the 25 marks in them. Also would like to know would there be a Presentation? We would suggest to have it.	Technical evaluation shall be as per process defined in the RFP. The conditions given in the RFQ cum RFP remain unchanged. Clause 2.6.1 is to be referred in this regard.
73.			The marks allotted for the CV's 50 marks is pretty fine. The marks should be allotted both for core and non-core team members as mentioned in the tender as it would insure the consultant to deploy a good team in the project.	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.
74.			Payment schedule in which 40% of the post construction payment shall be withheld needs to be changed.	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.
75.		Key Personnel	It is requested to change the requirement as "it is desirable that all core members are full time employees of the firm"	The conditions given in the RFQ cum RFP remain unchanged.
76.		Payments linked to milestones	It is requested that PMC's payments are disconnected from milestones and billing be done as per actual deployment of proposed staff. Contractor is already engaged for the project whose	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid

<u>SN</u>	<u>Reference</u>	<u>Clause under consideration</u>	<u>Prebid Query</u>	<u>Response</u>
			provisions are not known to us and PMC cannot be responsible for contractor's milestones.	clarifications, in case of changes in the clause, if any.
77.	2.5.1	A bid security in the form of a Demand Draft / Bank Guarantee, from a scheduled Indian Bank in favour of „Integrated Industrial Township Greater Noida Limited (IITGNL)“, valid for 180 (one hundred and eighty) days from the PDD, payable at Greater Noida, for the sum of Rs 10,00,000/- (Rupees Ten Lakhs Only) or US dollars 20,000.00 (Twenty thousand only) shall be required to be submitted by each Applicant (“Bid Security”)	We request to accept Bank Guarantee from any Scheduled Bank as per RBI list.	Demand Draft / Bank Guarantee can be from any scheduled bank as per the RBI list.
78.	2.9.4 Minimum Qualification Criteria, point b), page 27	Average annual turnover for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15.  Individual Applicant- INR 50 crore Joint Venture / Consortium § Lead Member- INR 25 crore § All members of JV / Consortium – INR 50 crore	We request to keep minimum turnover criteria for Individual Applicant or Lead Partner at INR 100 crore as per prevalent practice (e.g. similar RFPs from DMIC, NICDA etc.)	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.
79.	2.9.5 Technical Evaluation Criteria Page 28	Experience of project management and construction supervision / program management assignments, in five (5) similar projects during the last ten (10) years preceding the PDD, in base infrastructure projects with a minimum value of Rs. 200 crore in Integrated township development / industrial townships / industrial parks / industrial estates / special economic zones / special investment zones / Airports spread over minimum area of 400 acres) with atleast two (2) base infrastructure components in a single project as defined below • Roads & Drainage (NH/SH) • Water Supply • Sewerage • Public Transport system (metro rail) • Integrated solid waste management • Power / energy	Since project cost gives exact indication of quantum of work, we request to evaluation projects based on project cost only and not based on project area.	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.
80.	2.7.3, (i)	i) The Key Personnel – Core Team proposed must be permanent full time employees of the Applicant. It is desirable that the other Key Personnel be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.	We request to allow project based association with experts for some of the key positions mentioned in the RFP, this would enable enhancement of overall team capability.	The conditions given in the RFQ cum RFP remain unchanged.
81.	5.1, point (b) and (c)	5.1 The payments to the Consultant will be done as under (b) The monthly payment shall be made @ 60% of the accepted man month rates as per actual	In case consultant fulfils deployment requirements, 100% monthly payments shall be paid to the consultant.	Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid

SN	Reference	Clause under consideration	Prebid Query	Response
		<p>deployment of Personnel duly certified by the nodal person / agency designated by IITGNL.</p> <p>(c) Balance 40% of the accepted man month rates shall be released on successful commissioning of the works on proportional basis as mentioned below.</p> <p>a. Along with passing of Final Bill- 20%</p> <p>b. At the end of Defect Liability Period- 20%. The client may at its discretion, allow release of 10% of the retained fee against submission of Bank Guarantee of equivalent amount from a Nationalised Bank</p>	<p>Consultant would be submitting the performance security as per RFP for ensuring the performance.</p>	<p>clarifications, in case of changes in the clause, if any.</p>
82.	SCC Clause 6.6.8	<p>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; andb) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p>	<p>We kindly request to reword the clause as following:"Notwithstanding anything stated in the Contract, the total liability of the Consultant under the Contract in respect of:(i) any losses or damages (whether direct, indirect or consequential) caused to the Client or to any other party, or (ii)any obligation to indemnify and/or pay liquidated damages, or (iii)any other obligation or liability under the Contract, shall in no event exceed the total payments that are made or expected to be made to the Consultant under the Contract (including professional fees and reimbursable expenditures)."</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
83.		<p>Waiver of Consequential Damages:</p> <p>The current contract for DMICDC includes a waiver of consequential damages, but it is limited only to client's property damage.</p>	<p>We kindly request the Client to include this new clause in the agreement:</p> <p>Consultants, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, not be liable for any special, incidental, indirect, punitive, exemplary, liquidated, or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>

SN	Reference	Clause under consideration	Prebid Query	Response
84.	SCC Clause 6.15.1	<p>Payments to the Consultant 30% of total fee quoted as per form 4B. However, payment shall be made as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL. 70% of total fee quoted as per form 4B. However, payment shall be made as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL.</p>	<p>We kindly request to revise the Fee breakup during pre-construction and construction stages as below: 40% of total fee quoted as per form 4B. However, payment shall be made as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL. 60% of total fee quoted as per form 4B. However, payment shall be made as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL.</p>	<p>This request for change in payment breakup towards pre-construction and construction stage will not be possible. The conditions given in the RFQ cum RFP remain unchanged.</p>
85.	SCC Clause 6.15.1	<p>Payments to the Consultant</p> <p>Professional fee payable for Stage II: construction stage</p> <p>(a) The Consultant shall submit the details providing clarity on the actual deployment of Key Personnel to the construction contracts under implementation. On this basis, the monthly payment due with respect to each of the construction contracts under implementation will be worked out.</p> <p>(b) The monthly payment shall be made @ 60% of the accepted man month rates as per actual deployment of Personnel.</p> <p>(c) Balance 40% of the accepted man month rates shall be released on successful commissioning of the works on proportional basis as mentioned below:</p> <p>a. Along with passing of Final Bill- 20%</p> <p>b. At the end of Defect Liability Period- 20%.</p>	<p>We kindly request the client to revise the clause as below:</p> <p>(a) The Consultant shall submit the details providing clarity on the actual deployment of Key Personnel to the construction contracts under implementation. On this basis, the monthly payment due with respect to each of the construction contracts under implementation will be worked out.</p> <p>(b) The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel no later than twenty-eight (28) after the date of the PMC's invoice. If the Client fails to make payments in accordance with this clause, PMC may issue notification declaring the Client in default, and if the Client has not made all due payments within thirty (30) days from the date of such default notification, the PMC shall thereafter have the right to terminate the agreement.</p> <p>(c) Balance 20% of the accepted man month rates shall be released on successful commissioning of the works on proportional basis as mentioned below:</p> <p>a. Along with completing mutually agreed milestones or after every quarter- 10%</p> <p>b. At the end of Defect Liability Period- 10%.”</p>	<p>Bidders to refer the relevant clause as mentioned in the corrigendum, released along with the prebid clarifications, in case of changes in the clause, if any.</p>
86.	GCC Clause 6.15.4	<p>Advance Payment An Advance Payment equal to 5% of the portion of the Contract Price, shall be made within 60 days after receipt and verification of bank guarantee from the Consultant of the amount equal to the Advance Payment. The Advance</p>	<p>We kindly request to reword the clause as below: “An Advance Payment equal to 10% of the portion of the Contract Price, shall be made within 30 days from the receipt of letter of intent (LOI) by Client. The Advance Payment will be set off by</p>	<p>Change request towards the advance payment clause shall not be entertained. The conditions given in the RFQ cum RFP remain unchanged.</p>

<u>SN</u>	<u>Reference</u>	<u>Clause under consideration</u>	<u>Prebid Query</u>	<u>Response</u>
		Payment will be set off by IITGNL in equal instalments against the payments for the first 12 months of Scope of Services related to construction works, until the Advance Payment has been fully set off. The Advance Payment will be interest bearing, with an interest rate of 10% per annum, on the outstanding amount.”	IITGNL in equal instalments against the payments for the entire duration of Scope of Services related to construction works, until the Advance Payment has been fully set off.	
87.	GCC 6.11.2	Removal and/or Replacement of Key personnel During the course of providing services, substitution of Key Personnel for each position would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key Personnel. For Key Personnel replaced for each position for the second time, the remuneration payable will not exceed 70 (seventy) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period	We kindly request to reword the clause as below: During the course of providing services, substitution of Key Personnel for each position would call for reduction of remuneration, which will not exceed 90 (ninety) percent of the remuneration agreed for the Original Key Personnel. For Key Personnel replaced for each position for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period	The conditions given in the RFQ cum RFP remain unchanged.
88.		Project Office	Is it mandatory to setup project office at site? Who will bear the cost of the office? Will dedicated space be provided within the site premises?	It is mandatory to establish project office at site. PMC to bear the cost of the office. Dedicated space shall be provided for the site office.
89.		BG from nationalised bank only	Bidders have requested to allow non-nationalized banks viz. Standard Chartered, HSBC etc. for the purpose of submission of BG.	Demand Draft / Bank Guarantee can be from any scheduled bank as per the RBI list.
90.		Demand Draft	Is DD from any bank acceptable?	Demand Draft / Bank Guarantee can be from any scheduled bank as per the RBI list.
91.		Project cost	On most occasions, project cost is not provided by client but is easily available from public sources. If a public source is used for quoting the project cost and it is self-certified, will that be sufficient?	The conditions given in the RFQ cum RFP remain unchanged.