

Response to pre bid queries

RFQ cum RFP for Selection of Program Manager for Integrated Industrial Township, in Greater Noida, Uttar Pradesh, under the Delhi-Mumbai Industrial Corridor (DMIC) Project

S. No.	RFP Page	RFP Clause	Descriptions	Clarifications required	Response
1.	7	2.1.17 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) plus Service Tax or INR 1,00,000/- (Indian Rupees One Lakh only) plus Service Tax in favour of "Integrated Industrial Township Greater Noida Limited (IITGNL)", payable at Greater Noida, India, as a non-refundable RFQ cum RFP processing fee (the "RFQ cum RFP Processing Fee").	The bid processing fee may be reduced to Rs. 50,000	The clause will remain same as per tender document.
2.	8	2.5 Bid security	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)	The EMD amount may be reduced to Rs. 500,000/- (Rupees Five Lakhs only)	The clause will remain same as per tender document.
3.	15	2.7.3 (x)	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	Since all clients do not provide certifications, it is requested that the Work Orders of the projects may also be accepted to prove experience.	The clause will remain same as per tender document.

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			scope of work on the projects.		
4.	25	2.9.4 Minimum Qualification Criteria	(A) Experience of project management including construction supervision / independent engineer during the last ten (10) years preceding the PDD, for implementation of area development projects (urban areas / Integrated township / industrial cities / townships / industrial parks / industrial estates / special economic zones / special investment zones) spread over a minimum area of 400 acres	<ul style="list-style-type: none"> We understand that project cost more than Rs. 500 crore means the overall value to the project not the consultancy service cost. Kindly reduce the project cost from Rs. 500 crore to Rs. 200 crore. We understand that Area development projects also includes infrastructure projects Please confirm that international projects can also be shown by Consultants under this criteria 	<ul style="list-style-type: none"> Yes, INR 500 crore is the value of the project, not the consultancy service cost. The clause will remain same as per tender document. Please refer to clause 2.9.4. Yes, international projects can also be shown by Consultants.
5.	27	2.9.4 (b) Turnover	Average annual turnover for last 3 financial years i.e. 2011-12, 2012-13 and 2013-14.	Considering the expertise needed and size of the project, the minimum turnover of individual consultant may be increased to at least Rs. 500 Cr	The clause will remain same as per tender document.
6.	27	2.9.4 (b) Turnover	Average annual turnover for last 3 financial years i.e. 2011-12, 2012-13 and 2013-14.	The financial statements of 2014-15 (and its preceding years) may also be accepted.	Please refer to the Corrigendum.
7.	28	2.9.5; Technical Evaluation Criteria	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	<p>We understand that infrastructure components should also include:</p> <ul style="list-style-type: none"> Infrastructure Development Industrial structure / clusters Airports Tourism Smart City 	The clause will remain same as per tender document.

S. No.	RFP Page	RFP Clause	Descriptions	Clarifications required	Response
			investment zones / Airports spread over minimum area of 400 acres) with atleast two (2) base infrastructure components in a single project as defined below: <ul style="list-style-type: none"> • Roads & Drainage (NH/SH) • Water Supply • Sewerage • Public Transport system (metro rail) • Integrated solid waste management • Power / energy 		
8.	35		Proposal Due Date: 11 January 2016 (before 1500 hrs IST)	Considering the size of the project, kindly provide 2 weeks of extension for submission of proposal, with the last date of submission on 25 January 2016.	Please refer to the Corrigendum.
9.	36 & 37	Clause 2.9.9	The consultant to state cost in Indian Rupees only. The weights given to technical and financial proposals are: <ul style="list-style-type: none"> • Technical = 0.80 • Financial = 0.20 	Since it's a QCBS method, request you to make give some weightage to financials as well. <ul style="list-style-type: none"> - Technical = 0.70 - Financial = 0.30 	The clause will remain same as per tender document.
10.	47	Clause 2.18.1.1	The consultant may need to deploy additional manpower for the project as they may feel necessary. However, the CV's of only the above mentioned experts shall be used for the purpose of technical evaluation.	We understand that for every additional manpower deployment, the separate rates per month will be discussed at that point of time deployment based on the experience and requirements	While preparing a bid response, Bidder should evaluate the requirements of additional manpower and estimate the effort and associated costs. As per the format provided in Form 4B, the bidder should propose the additional manpower with applicable rates. The

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					bid evaluation shall happen at lump-sum cost basis, as specified in the tender document.
11.	84 & 85		Form 3L: Team Composition and Task Assignments	Please allow to share the details of Non-Core Team at the time of deployment. Considering, this team is required for specific projects, will share the details by that time only.	The clause will remain same as per tender document.
12.		Section 2, Clause 2.9.4 item A		Project Management Services for infrastructure projects are of the same nature & scope whether they are for a township or any other project. We would therefore request that this clause may be modified to: "Experience of project management including construction supervision / independent engineer during the last 10 years preceding the PDD for implementation of infrastructure projects"	The clause will remain same as per tender document.
13.		Section 2, Clause 2.9.4 item B		A) For projects of PMC for Airports components of water supply, drainage, power system, internal mobility & transport 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. B) We would also request you to include components of city gas distribution as an eligible component under this category.	The clause will remain same as per tender document. For evaluating the experience, details and supporting of each of the sub-components shall be required for eligible projects.
14.		Section 2, Clause 2.9.5		Please confirm that providing 5 references as a consortium will get full 25 marks.	The clause will remain same as per tender document.

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				How will the said preference of 'Applicant where the Lead Member has ... 2 projects out of the 5...' be given, in terms of technical score.	
15.		Section 2 Clause 2.16		Preparation of this proposal would require 4 to 5 weeks after receipt of your clarifications on the queries. Also considering the year end period when most foreign offices of international companies are almost closed for 3 - 4 weeks, we request you to extend the PDD to 1st week in Feb. 16 or 4 weeks from clarifications whichever is later.	Please refer to the Corrigendum.
16.	25, 26, 27	Clause 2.9.4	Minimum Qualification criteria	Please allow one project with cost more than 1000 crore which satisfy sub clause (A) or (B)	The clause will remain same as per tender document.
17.	47	Clause 2.18.1.1	Key personnel: Personnel proposed against positions in the Core Team above should have been full time employees with the Applicant for at least 12 months prior to proposal due date.	Please remove this clause to get better expert from the market	Please refer to the Corrigendum.
18.		Clause 2.16	Tentative schedule for selection process: Proposal Due Date – 11 January 2016	Please provide extension for at least 21 days due to festive season (X – mass and New Year)	Please refer to the Corrigendum.
19.	38	Clause 2.18.1.1 Key Personnel	Bachelor degree in civil engineering and Master's degree in Engineering/Management is mandatory	It is a PMC project so technical qualification will be required not the management qualification. Our request is to make the Master's degree in engineering only	The clause will remain same as per tender document.
20.	38	Clause 2.18.1. Key Personnel	Should have led Project/Program management assignments for atleast (2) Eligible Projects	Our request is that if a person handles project management on behalf of government as a government servant then it should be considered as equivalent to Project Management assignment	The clause will remain same as per tender document.

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				for consultancy field	
21.	39	Clause 2.18.1. Key Personnel	Bachelor degree in engineering/Planning and Training in Project Management Software is mandatory.	Our request is that training in Project Management software may be desirable but it should not be mandatory	The clause will remain same as per tender document.
22.	41	Clause 2.18.1. Key Personnel	Bachelor degree in civil engineering and Master's degree in water supply / public health engineering is mandatory.	There is no degree as Master of Water Supply so it should be Master's degree in public health engineering or equivalent	The clause will remain same as per tender document.
23.	41	Clause 2.18.1. Key Personnel	Bachelor degree in civil engineering and Master's degree in environmental engineering or equivalent course is mandatory.	Please modify education as Bachelor degree in Environmental engineering or Bachelor degree in Civil engineering with Master's degree in Environmental.	The clause will remain same as per tender document.
24.	40	Clause 2.18.1. Key Personnel	Non-core team	For non-core team please modify experience as 5 years due to reason that these are support position only and higher experience person will increase the proposal cost.	The clause will remain same as per tender document.
25.	9	Section 2.6 – Instructions to Consultants – Eligibility of Applicants, Clause 2.6.3,	The Applicant currently executing three or more projects being managed by DMICDC or its related SPVs....	The DMICDC project is a unique project based on Smart City. We herewith submit that: 1. AECOM is currently executing three or more projects being managed by DMICDC or its related SPVs is being selected through an open competition and transparent selection process; 2. AECOM has been selected due to its similar qualification, experience and resources and most importantly the competitive prices quoted to win the projects; 3. AECOM is financially and technically capable to handle many more such assignments emerging in DMICDC and SPVs;	The clause will remain same as per tender document.

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				<p>We therefore request to delete this criteria which is denying our Organization an equal opportunity to participation in the said project.</p> <p>Kindly confirm.</p>	
26.	15	Section 2.7.3 (xv)	Age of Key Personnel	It is requested to accept the Key Personnel with age of 70 years maintaining good health. Kindly confirm.	The clause will remain same as per tender document.
27.	39	Section 2.18.1.1 –Key Personnel, Item No 4	Quality Assurance/ Control Manager	It is mentioned in the RFP that this expert should have mandatory Master's Degree along with Bachelor Degree in Civil Engineering. It is requested to remove the Master's Degree criteria from the mandatory list. Kindly confirm.	The clause will remain same as per tender document.
28.	42	Section 2.18.1.1 –Key Personnel, Item No 10	Power Expert	It is mentioned in the RFP that this expert should have mandatory Master's Degree along with Bachelor Degree in Electrical Engineering. It is requested to remove the Master's Degree criteria from the mandatory list. Kindly confirm.	The clause will remain same as per tender document.
29.	43	Section 2.18.1.1 –Key Personnel, Item No 11	ICT Expert	It is mentioned in the RFP that this expert should have mandatory Master's Degree along with Bachelor Degree in Electronics or instrumentation or computer sciences. It is requested to remove the Master's Degree criteria from the mandatory list. Kindly confirm.	The clause will remain same as per tender document.
30.	47	Section 2.18.2 – Key Personnel, Bullet No 1	Core Team	It is mentioned that the Core Team Members should have full time employment for at least 12 months prior to the proposal due date. It is requested to remove the criteria of full time employment criteria. Kindly confirm.	Please refer to the Corrigendum.
31.	47	Section 2.18.2 –	One third core team employees from	It is mentioned in this clause that one third of the	The clause will remain same as per

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		Key Personnel, Bullet No 2	Lead company	proposed Core Team are full time employees with the Lead Member will be preferred. As JV is allowed in this bid, this criteria may kindly be removed. The employees may join the project from any of the consortium partners fulfilling the eligibility criteria as laid in the RFP document for that position. Kindly confirm.	tender document.
32.	105-108	Section 5.3.4 & 5.3.5	Financial Modelling and Land Monetization Strategy Marketing Strategy	The Consultants are mandated to cover both the activities as in 5.3.4 and 5.3.5 in the TOR section. The timeline of 6 months for completing the Tasks in these activities are inadequate considering the field data verification, field data collection, stakeholder consultation and reporting. It is requested to give atleast 9 months for these activities. Also, It is requested that GNIDA should bear the cost of 3-D Flyers, construction of physical model and portable booth as the cost of these items and their numbers are not known to the Consultants. The Consultants shall provide support for procurement of suitable agencies and quality control of the tasks. Kindly confirm.	The clause will remain same as per tender document.
33.	150	Section 6.15.4	Advance Payment	It is mentioned in this clause that the advance payment will be interested bearing, with an interest rate of 10% per annum, on the outstanding amount. It is submitted that the Consultants are providing advance payment bank guarantee of equal amount and hence the criteria of interest bearing should be removed on outstanding amount. Kindly confirm.	The clause will remain same as per tender document.

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34.	160	SCC 6.15.1	Payments	<p>It is mentioned in this clause the payment percentage of 20% for the Stage-I: Pre-construction activities and remaining 80% for Stage-II: Construction phase activities. It is requested to release 40% for Stage-I activities and remaining 60% for the Stage-II activities for the sake of positive cash flow for the project.</p> <p>Similarly, the breakup for the Professional fee payable for Stage-II Construction phase is requested to amend by allowing 80% payment on monthly basis for the staff deployment and remaining 20% on the commissioning of the works. Kindly confirm.</p>	The clause will remain same as per tender document.
35.		Section 2.17 – Data Sheet, Clause 2.7.6	The last date of Submission of Proposal is 11.01.2016 before 3:00 pm (IST)	We request that proposal submission date be extended to at least 4 weeks from date of issue of minutes of pre bid meeting.	Please refer to the Corrigendum.
36.	9	Section 2 Clause, Clause 2.5 Bid Security, Sub-Clause 2.5.5:	For the successful bidder the performance Security shall be retained by the client until completion of the assignment by the consultant and be released 180 (one hundred eighty) days after the completion of the assignment.	The client is requested to consider release of Performance Security after completion of the assignment because PLI will have to be kept valid for longer duration after completion of project, which additionally add on to the consultant's estimates of fees.	The clause will remain same as per tender document.
37.	25	Section 2 Instruction to Consultants 2.9.4 Minimum Qualification Criteria Clause	A) Experience of project management including construction supervision / independent engineer during the last ten(10) years preceding the PDD, for implementation of area development	While similar project management experience of airports have been considered under minimum qualification criteria sub-clause (B) and Technical Evaluation Criteria sub-clause (i) same is missing here. Hence, client is requested to consider Airport projects also in clause (A).	The clause will remain same as per tender document.

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		a (A) & (B)	<p>projects (urban areas / Integrated township / industrial cities / townships / industrial parks / industrial estates / special economic zones / special investment zones) spread over a minimum area of 400 acres OR</p> <p>(B) Experience of project management including construction supervision / independent engineer during last Ten (10) years preceding the PDD for implementation / execution of infrastructure components (as described below) in urban areas / Integrated township / industrial cities / industrial townships / industrial parks / industrial estates / special economic zones / special investment zones / Airport / area development projects of minimum project cost of Rs 500 crore with atleast two (2) infrastructure components in a single project as defined below: Roads & Drainage Water Supply Sewerage Public Transport system (metro rail) Integrated solid waste management Power / energy</p>		

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38.	28	Section 2 Instruction to Consultants 2.9.5 Technical Evaluation Criteria:	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.	We understand that in case the consultant has less than 5 no of eligible projects, marks will be awarded to the consultant on pro-rata basis. Please clarify.	The detailed Evaluation Criteria will be finalized by the Evaluation Committee. The conditions remain unchanged.
39.	35	Section 2 Clause 2.1.6: Tentative schedule for selection process:	Proposal Due Date : 11 January 2016	We request you to kindly extend the submission by least three weeks from date of issuance of replies to query.	Please refer to the Corrigendum.
40.	37-47	Section 2 – Clause 2.18 Require d experience and expertise of Key Personnel Clause 2.18.1.1 Key Personnel	In Personnel proposed against positions in the Core Team above should have been full time employees with the Applicant for at least 12 months prior to proposal due date.	For this kind of projects, it is challenging to find in-house staff meeting requisite qualifications for key personnel and consultant may associate with free-lance consultant to bring in the required expertise. Hence, we request client to waive off the full time employee/s and 12 month criteria for core team members. Also all the key personnel are not required during the entire period of design and construction supervision, we requests to provide the expected man month input of each key personnel. This will also form a common basis for financial proposal.	Please refer to the Corrigendum.
41.	37-47	Section 2 – Clause 2.18 Required experience and expertise of Key Personnel,	Master Degree has been called mandatory for: <ul style="list-style-type: none"> • Team Leader • QA/QC Manager • Roads and Bridges Expert • Water Expert 	The client is requested to amend the Master Degree as desirable in place of mandatory for the said positions.	The clause will remain same as per tender document.

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		Sub-Clause 2.18.1.1 Key Personnel	<ul style="list-style-type: none"> Waste Water, Solid Waste Management and Sewerage Expert Power Expert ICT expert 		
42.	40	Section 2 Instruction to consultants – Clause 2.18 Required experience and expertise of Key Personnel Sub-Clause 2.18.1.1 Key Personnel	<p>Work experience of at least two (2) Eligible Projects has been considered for two positions:</p> <ul style="list-style-type: none"> Finance Manager Marketing Manager 	We request you to kindly waive off the experience criteria of at least two (2) eligible Projects for mentioned Personnel.	Kindly refer Corrigendum in this regard.
43.	47	Section 2 – Clause 2.18 Require d experience and expertise of Key Personnel, Sub-Clause 2.18.1.1 Key Personnel	In foot note it is stated that The Quality Assurance / Control Manager shall be the Key Personnel responsible for inspection and rectification of defects during the Defect Liability Period for the contract works. The Quantity Surveyor shall be responsible for assisting the Quality Assurance / Control Manager for inspection and rectification of defects during the Defect Liability Period for the contract works.	We request client to clarify whether the man-months stated in Financial Proposal Form 4 B for the said two positions (Quality Assurance / Control Manager and Quantity Surveyor) includes man-moths for DLP as well, or the consultant needs to consider them additionally in financials.	The man months in Clause 4.2, Form 4B: Remuneration of Personnel are indicative in nature. At the time of bid submission, the Bidder should evaluate the man month requirements and estimate the requirements and associated costs.
44.	47	Section 2, Clause 2.18	In case of a Consortium, Applicant where one-third of the proposed Core	We request client to kindly consider, that if the consortium/JV is between 100% subsidiary of	The clause will remain same as per tender document.

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		Required experience and expertise of Key Personnel, Sub-Clause 2.18.1.1 Key Personnel	Team are full time employees with the Lead Member will be preferred.	same organization, the said criteria should not be applicable.	
45.	50	Section-3 Prequalification and Technical Proposal standards forms;	Under para number 4 states to limit the Qualification in 20 single pages	The said clause states to limit the section in 20 single pages, whereas in Form 3 M: CV of proposed Personnel, states to limit CV of each expert to four pages with one page summary. Kindly clarify, which limitation of pages is to be adhere to for submission of proposal.	The number of pages per CV is restricted to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.
46.	50 & 83	Section 3. Pre-qualification and Technical Proposal - Standard Forms and Form 3K	Description of Approach, Methodology and Work Plan for performing the assignment	On page 50 it is stated to limit the Approach, Methodology and Work Plan for performing the assignment to 40 single pages, whereas on Page 83 it is stated to limit the same to 20 single pages, kindly clarify the limitation of number of pages to adhere to.	The Proposed technical approach & methodology, work plan and organization/staffing should be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size, which includes the Technical Approach and Methodology for which the limitation is 20 single sided pages (10 double sided pages).
47.	56	Section 3 Prequalification and Technical Proposal standards forms,	Project Specific Experience Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally	In U.S. on large projects there is a requirement that large companies have to form JV with minority companies (women help group, other SME companies) and make the bid. We request client to kindly confirm if the Project experience of the assignment executed as a JV with majority	The project experience shall be evaluated as per the terms and conditions defined in the tender document. The project experience along with appropriate supporting should be provided.

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		3.2 Form 3B: Format for Pre-Qualification Proposal (Eligible Projects)	<p>contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment</p> <p>Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.</p>	<p>shareholding by the firm would be considered as eligible projects.</p> <p>Please confirm whether undertaking form from our business unit or affidavit of genuiness of the projects from us will suffice.</p>	
48.	94-95	Section 4: Financial Proposal- Standard Form: Clause 4.2 Form 4B: Remuneration of Key Personnel	<p>“While estimating man months it has been assumed that each sector expert will be supported by Support staff.</p>	<p>We request client to Kindly Clarify, in the price Bid where shall the man months and price for support staff shall be placed, since the Man months are only provided for the key staff in the present schedule.</p> <p>Also we request to provide minimum number of support staff and respective manmonths so as to provide in financial form. This will help in evaluating all the prospective bidders in the same platform.</p>	<p>At the time of bid submission, the Bidder should evaluate the man month requirements of additional manpower and estimate the requirements and associated costs. As per the format provided in Form 4B, the bidder should propose the additional manpower with applicable rates. The bid evaluation shall happen at lump-sum cost basis. Please refer to the Corrigendum.</p>
49.	103	Section-5: Term of Reference Under Clause 5.3 Scope of Services:	<p>It is stated “The assignment comprises of two stages i.e. Stage 1- Pre-Construction Phase and Stage 2 -Construction Phase. Indicative man-months for key personnel are provided. However, the consultants are free to make their own estimate of man months required for effective execution of the project.”</p>	<p>We understand that these are minimum man months suggested and consultant needs to cost these as the minimum required and include for support manpower as required. Kindly Confirm.</p>	<p>Yes, the man months in Clause 4.2, Form 4B: Remuneration of Personnel are indicative in nature. At the time of bid submission, the Bidder should evaluate the man month requirements and estimate the requirements and associated costs. Please refer to the Corrigendum.</p>

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50.	103	Section 5 Term of Reference, Clause 5. 3: Scope of services		Please clarify, whether there is any requirement of carrying out surveys or field investigations during DPR review. If yes, please clarify whether this is to be budgeted or shall be given by the client as actuals. If this is to be budgeted, please provide specifications of survey to be done. Please clarify if the consultant has to review survey and field investigation data.	The tender document specifies the scope of work to be undertaken by the PMC. The consultant is required to assess the requirements and accordingly budget.
51.	121	Section-5: Term of Reference Sub Clause 5.7.2-	Team Mobilization Field	For team mobilization, we request you to kindly provide 30 days from the date of signing the contract.	The clause will remain same as per tender document.
52.	150	Clause: 6.15.4 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 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.	We request client to include 10% advance payment against the bank guarantee to cover the cost of mobilization and establishment charges initially. The client is requested to reconsider the clause and waive off interest charges	The clause will remain same as per tender document.
53.	152	Clause 2.9.5:	6.19.1.1 Liquidated damages	We request the client to consider following :	The clause will remain same as per

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		Liquidated damages	<p>for error / variation: 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>6.19.1.2 Liquidated damages for delay: 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>6.19.1.3 Liquidated damages for excess billing to Contractor(s): in case of any excess billing to the</p>	<ul style="list-style-type: none"> The liquidated damages should be applicable only if the error/ omission and delays are attributed solely to consultants and consultants should not be penalized for errors/ delays attributable to others/ external factors which are beyond the reasonable control of consultants. <p>Normally in other contracts liquidated damages are maximum to 5%, so client is requested to relook and reduce the amount.</p>	tender document.

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			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.		
54.	152	Section-6: Standard Form of Contract Clause 6.19 Liquidated Damages		We kindly request the client to have an all-encompassing limitation of liability maximum to 100% of contract value including liquidates, consequential, delay, error/variation and excess billing damages.	Please refer to the Corrigendum.
55.	158	III Special Conditions of Contract Clause 6.3.1	The duration of assignment shall be 30 (thirty) months / (2.5) years, with option to extend by a further two (2) years with mutual written agreement.	Per standard industrial practice, the RFP has "Price adjustment on the remuneration" clause for the projects having expected duration more than one year. Hence, client is requested to include clause pertaining to suitable consultant's fee adjustments applicable for extension of projects beyond 30 months.	The terms and conditions of the tender document remain the same. At the conclusion of 30 months from the date of signing of the agreement, the contract may be extended based on mutual agreement between the parties on type of deployment, escalation, etc.
56.	159	III Special Conditions of Contract Clause 6.6.9 Risk and Coverage	(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under	Five year is a long duration beyond completion of Consultancy services. The client is requested to reconsider the duration of PLI. PLI should be valid for minimum one year from completion of consultant's services. Also we request client to accept the PLI in name	The clause will remain same as per tender document.

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			<p>this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or</p> <p>(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 with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>	<p>of any member of JV.</p>	

S. No.	RFP Page	RFP Clause	Descriptions	Clarifications required	Response
57.	161	III Special Conditions of Contract Clause 6.15.1 Payments Professional fee payable for Stage II: construction phase :	<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 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>The client is requested to consider following payment terms for Phase-II.</p> <p>90% of the accepted man month rates as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL and 10% shall be paid later.</p> <p>The client is requested to reconsider the holding of 40% of the amount. In consultants opinion no money should be deducted from the invoices during construction stage.</p> <p>Consultant may not have any control on passing of final bill of the contractor. Hence, we request you to remove condition 6(a)</p> <p>The client is requested to clarify the duration of the bank guarantee.</p> <p>Along with passing of Final Bill- 10%</p> <p>At the end of Defect Liability Period-5%. The client may at its discretion, allow release of 5% of the retained fee against submission of Bank Guarantee of equivalent amount from a Nationalized Bank.</p> <p>We request client to kindly consider 28 days for payment from the day of receipt of the invoice.</p> <p>Also request Under Phase-I we propose the following:</p>	The clause will remain same as per tender document.

S. No.	RFP Page	RFP Clause	Descriptions	Clarifications required	Response
			<p>(d) Payments for out of pocket expenses shall be made on reimbursement basis on submission of statement of expenses by the Consultant.</p> <p>Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.</p>	<ol style="list-style-type: none"> 1. Inception Report and Plan for implementing the Project including coordination with the various consultants and stakeholders involved :15% 2. Review of (i) Detailed Infrastructure Plan, (ii) Technical Assessment Report, (iii) Design Basis Report and (iv) Preliminary Design Report prepared by Preliminary Engineering Consultant: 35% 3. Inputs/comments for finalizing tender packages to be bid out by Preliminary Engineering Consultant & prepared based on preliminary engineering design:25% 4. Project Quality Management Framework, Systems and Procedures:25% <p>Since the last deliverable will be during Supervision stage, we propose the above modifications.</p>	
58.	9	Clause 2.6.3.	Eligibility of Applicants	<p><i>'An Applicant currently executing three or more projects being managed by the DMICDC or its related SPVs [namely, Aurangabad Industrial Township Limited (AITL) Vikram Udyogpuri Ltd. (VUL), Pithampur Jal Prabandhan Company Limited (PJPCL) and Integrated Industrial Township Greater Noida Limited (IITGNL)] shall not be eligible to bid.'</i></p>	The referenced clause shall be applicable to an Applicant (including Lead member and all consortium members in case the Applicant is a Consortium).