

CORRIGENDUM-1 AND REPLY TO PRE-BID QUERIES**Request for Qualification cum Request for Proposal: Program Manager for Integrated Industrial Township in Greater Noida, Uttar Pradesh, under the Delhi-Mumbai Industrial Corridor (DMIC) Project**

This Corrigendum is being issued with reference to the above mentioned project for the clauses as mentioned below

#	Reference	Original Clause	Should be read as																
1.	Page 33, Clause 2.16: Tentative schedule for selection process	<table border="1"> <tr> <td>Date of issue of RFQ cum RFP</td> <td>26 June 2015</td> </tr> <tr> <td>Last date for receiving queries / requests for clarifications</td> <td>07 July 2015</td> </tr> <tr> <td>Pre-Bid Meeting</td> <td>07 July 2015</td> </tr> <tr> <td>Proposal Due Date</td> <td>10 August 2015 (before 03.00 pm IST)</td> </tr> </table>	Date of issue of RFQ cum RFP	26 June 2015	Last date for receiving queries / requests for clarifications	07 July 2015	Pre-Bid Meeting	07 July 2015	Proposal Due Date	10 August 2015 (before 03.00 pm IST)	<table border="1"> <tr> <td>Date of issue of RFQ cum RFP</td> <td>26 June 2015</td> </tr> <tr> <td>Last date for receiving queries / requests for clarifications</td> <td>07 July 2015</td> </tr> <tr> <td>Pre-Bid Meeting</td> <td>07 July 2015</td> </tr> <tr> <td>Proposal Due Date</td> <td>17 August 2015 (before 03.00 pm IST)</td> </tr> </table>	Date of issue of RFQ cum RFP	26 June 2015	Last date for receiving queries / requests for clarifications	07 July 2015	Pre-Bid Meeting	07 July 2015	Proposal Due Date	17 August 2015 (before 03.00 pm IST)
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2.	Page 14, Clause 2.7.3 (i) & (ii) Preparation of Proposal	<p>(i) The Team Leader proposed must be a permanent full time employee of the firm. 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.</p> <p>(ii) If any Key Personnel proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the Key Personnel along with his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.</p>	<p>(i) The Team Leader and Chief Resident Engineer, Construction Manager cum Resident Engineer, Program/ Planning Expert and Quality Assurance/ Control Manager 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.</p> <p>(ii) If any Key Personnel proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a self-certification of the personnel mentioning his/ her availability for the project counter-signed by the Applicant certificate from the Key Personnel along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.</p>																

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3.	Page 17&18, Clause 2.7.11(viii)	<p>(viii) It is desirable that the Key Personnel including Team Leader proposed be permanent employees of the Applicant / Member of a Consortium and have an extended and stable working relation with it. If any of the Key Personnel proposed is not a permanent employee of the Applicant / Member of a Consortium, a certificate from the Key Personnel proposed and the firm they actually belong to must be furnished clearly mentioning their availability for the duration of the Assignment. In the absence of such certificate, his/ her CV will not be considered for evaluation.</p>	<p>(viii)It is desirable that the Key Personnel including Team Leader proposed be permanent employees of the Applicant / Member of a Consortium and have an extended and stable working relation with it. If any of the Key Personnel (excluding Team Leader and Chief Resident Engineer, Construction Manager cum Resident Engineer, Program/ Planning Expert and Quality Assurance/ Control Manager) proposed is not a permanent employee of the Applicant / Member of a Consortium, a self-certification of the personnel mentioning his/ her availability for the project counter-signed by the Applicant a certificate from the Key Personnel proposed and the firm they actually belong to must be furnished clearly mentioning their availability for the duration of the Assignment. In the absence of such certificate, his/ her CV will not be considered for evaluation.</p>
	Page 24, Clause 2.9.4(B): Minimum Qualification Criteria	<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 <u>below</u>) in urban areas / Integrated township / industrial cities / industrial townships / industrial parks / industrial estates / special economic zones / special investment zones / area development projects of minimum project cost of Rs 500 crore with atleast two (2) infrastructure components in a single project as defined below:</p> <ul style="list-style-type: none"> ▪ Roads & Drainage ▪ Water Supply ▪ Sewerage ▪ Public Transport system (metro rail) ▪ Integrated solid waste management ▪ Power / energy <p><i>*Ongoing projects can be submitted with detail of progress supported by suitable documents. Only projects which have been completed more than 80% and payments have been received will</i></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 <u>below</u>) 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:</p> <ul style="list-style-type: none"> ▪ Roads & Drainage ▪ Water Supply ▪ Sewerage ▪ Public Transport system (metro rail) ▪ Integrated solid waste management ▪ Power / energy <p><i>*Ongoing projects can be submitted with detail of progress supported by suitable documents. Only projects which have been completed more than 80% and payments have been</i></p>

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	Page 90-91, Clause 4.2 Form 4B: Remuneration of Personnel	* While estimating man months it has been assumed that each sector expert will be supported by Support staff.	* While estimating man months it has been assumed that each sector experts will be supported by Support staff.
	Page 97, Clause 5.2.1: Objective of the consultancy assignment	<p>The objective of this Consultancy is to assist IITGNL / Client in implementing the Project till the successful completion, commissioning and handing over of all works to IITGNL and comprehensively supervise the works and activities carried out by the appointed contractor(s) as Client's Authorised Representatives or 'Owner's Engineer'. The initial term of the Program Manager Consultant (PMC) would be for thirty (30) months with provision for extension by a further two (2) years on mutually agreeable basis.</p> <p>The PMC will provide program management services from review detailed infrastructure plan, technical assessment of design basis and preliminary design prepared by Preliminary Engineering Consultant, review & validate the tender document and technical schedule prepared by Preliminary Engineering Consultant, inputs in finalisation of tender packages, to commissioning including cost and schedule management, construction supervision, and financial management and project-wide quality control, health and safety management. The PMC will bear the overall responsibility for all activities related to the design review, coordination, implementation, monitoring, and contract management and commissioning of the trunk infrastructure of the Project as specified in this TOR. The consultancy assignment extends to implementation of all items of works pertaining to the projects complete in all respects up to the end of defect liability period. The PMC would be required to review the deliverables prepared by the Preliminary Engineering Consultant. Some of the major activity heads to be carried out by the PMC include, but are not limited, to the following:</p> <ul style="list-style-type: none"> ▪ To review and validate the Preliminary Design Report and design details prepared by the Preliminary Engineering Consultant, and other available reports relevant to the Integrated Industrial Township Project; 	<p>The objective of this Consultancy is to assist IITGNL / Client in implementing the Project till the successful completion, commissioning and handing over of all works to IITGNL and comprehensively supervise the works and activities carried out by the appointed contractor(s) as Client's Authorised Representatives or 'Owner's Engineer'. The initial term of the Program Manager Consultant (PMC) would be for thirty (30) months with provision for extension by a further two (2) years on mutually agreeable basis.</p> <p>The PMC will provide program management services from review detailed infrastructure plan, technical assessment of design basis and preliminary design prepared by Preliminary Engineering Consultant, review & validate the tender document and technical schedule prepared by Preliminary Engineering Consultant, inputs in finalisation of tender packages, to commissioning including cost and schedule management, construction supervision, and financial management and project-wide quality control, health and safety management. The PMC will bear the overall responsibility for all activities related to the design review, coordination, implementation, monitoring, and contract management and commissioning of the trunk infrastructure of the Project as specified in this TOR. The consultancy assignment extends to implementation of all items of works pertaining to the projects complete in all respects up to the end of defect liability period. The PMC would be required to review the deliverables prepared by the Preliminary Engineering Consultant. Some of the major activity heads to be carried out by the PMC include, but are not limited, to the following:</p> <ul style="list-style-type: none"> ▪ To review and validate the Preliminary Design Report and design details prepared by the Preliminary Engineering Consultant, and other available reports relevant to the

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		<ul style="list-style-type: none"> ▪ To coordinate with the respective Central Government / State Government agencies for the development of internal and external infrastructure up to the Integrated Industrial Township Project site; ▪ To review the tender package(s) prepared by the Preliminary Engineering Consultant, prepare strategy for tender package(s) for the development of the trunk infrastructure and the utilities within the Project site and provide technical assistance in the process of the selection of successful contractors and operators; ▪ To assist IITGNL for all requisite statutory & regulatory clearances necessary for the implementation of the Project; ▪ Monitor and supervise the progress of construction by the Contractor up to the final commissioning of the trunk infrastructure boundary wall and other utilities; ▪ Total compliance of technical specifications and various other requirements contained in the respective contracts by the Contractors and ensure high standards of quality assurance system as well as modern safety practices in execution of works at Project sites for ensuring complete safety to works, workers, general public and structures & properties adjacent to work sites; ▪ Comprehensive and documented reporting to IITGNL / Client regarding Consultant's own activities, progress of the Project and compliances / non-compliances by the contractors; ▪ Proper verification of measurements and bills submitted by the contractors so that payments made by IITGNL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s) ; ▪ Proper interface and coordination among the IITGNL, contractors, other consultants / contractors and local bodies / State Government; 	<p>Integrated Industrial Township Project;</p> <ul style="list-style-type: none"> ▪ To coordinate with the respective Central Government / State Government agencies for the development of internal and external infrastructure up to the Integrated Industrial Township Project site; ▪ To review the tender package(s) prepared by the Preliminary Engineering Consultant, prepare strategy for tender package(s) for the development of the trunk infrastructure and the utilities within the Project site and provide technical assistance in the process of the selection of successful contractors and operators; ▪ To assist IITGNL for all requisite statutory & regulatory clearances necessary for the implementation of the Project; ▪ Monitor and supervise the progress of construction by the Contractor up to the final commissioning of the trunk infrastructure boundary wall and other utilities; ▪ Total compliance of technical specifications and various other requirements contained in the respective contracts by the Contractors and ensure high standards of quality assurance system as well as modern safety practices in execution of works at Project sites for ensuring complete safety to works, workers, general public and structures & properties adjacent to work sites; ▪ Comprehensive and documented reporting to IITGNL / Client regarding Consultant's own activities, progress of the Project and compliances / non-compliances by the contractors; ▪ Proper verification of measurements and bills submitted by the contractors so that payments made by IITGNL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s) ; ▪ Proper interface and coordination among the IITGNL, contractors, other consultants / contractors and local bodies / State Government;
	Page 99, Clause 5.3: Scope of Services	The Program Manager Consultant (PMC) shall perform activities necessary to plan, integrate, package, administer, manage and deliver the development and construction of the various internal and external components in the Integrated Industrial Township Project. The PMC shall be responsible for ensuring technical	The Program Manager Consultant (PMC) shall perform activities necessary to plan, integrate, package, administer, manage and deliver the development and construction of the various internal and external components in the Integrated Industrial Township Project. The PMC shall be responsible for

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		<p>review of detailed infrastructure plan, technical assessment of design basis and preliminary design prepared by Preliminary Engineering Consultant, review & validate the tender document and technical schedule prepared by Preliminary Engineering Consultant, inputs in finalisation of tender packages, execution, implementation & supervision/monitoring of works at site, taking measurements, preparation/ checking and certifying contractor's bills in coordination with the appointed Consultants and through the appointed contractors, due controls for safety, quality control, cost control, obtaining the requisite statutory approvals related to the entrusted works, project progress monitoring, handing over the completed works to IITGNL or its designated agencies on its completion. 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>ensuring technical review of detailed infrastructure plan, technical assessment of design basis and preliminary design prepared by Preliminary Engineering Consultant, review & validate the tender document and technical schedule prepared by Preliminary Engineering Consultant, inputs in finalisation of tender packages, execution, implementation & supervision/monitoring of works at site, taking measurements, preparation/ checking and certifying contractor's bills in coordination with the appointed Consultants and through the appointed contractors, due controls for safety, quality control, cost control, obtaining the requisite statutory approvals related to the entrusted works, project progress monitoring, handing over the completed works to IITGNL or its designated agencies on its completion. 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>Page 99, Clause 5.3.1: Review of reports by Preliminary Engineering Consultant</p>	<p>The PMC will review the reports on Infrastructure Plan, Technical assessment of Preliminary Design & its basis, review of tender packages and tender documents prepared for the project by the Preliminary Engineering Consultant and advise the IITGNL for any modifications required in preliminary engineering design, drawings, specifications, tender document, etc.</p> <p>After appointment of contractor, the PMC shall coordinate with the Preliminary Engineering.....</p>	<p>The PMC will review the reports on Infrastructure Plan, Technical assessment of Preliminary Design & its basis, review of tender packages and tender documents prepared for the project by the Preliminary Engineering Consultant and advise the IITGNL for any modifications required in preliminary engineering design, drawings, specifications, tender document, etc.</p> <p>After appointment of contractor, the PMC shall coordinate with the Preliminary Engineering.....</p>
	<p>Page 100, Clause 5.3.2 (Heading)</p>	<p>Review of tender documents for selection of contractor(s):</p>	<p>Selection & Management of contractor(s):</p>
	<p>Page 100, Clause 5.3.2 (iii)</p>	<p>The PMC will assist the IITGNL / Client to review and finalization of the bid documents including tender documents to be approved by IITGNL in line with prevailing Government norms and identification / selection of contractor(s), conduct pre-bid meetings, provide clarifications, if any, sought by applicant bidders, analyse details furnished by bidding contractors and submit recommendations to IITGNL for approval.</p>	<p>The PMC will assist the IITGNL / Client in identification / selection of contractor(s), conduct pre-bid meetings, provide clarifications, if any, sought by applicant bidders, analyse details furnished by bidding contractors and submit recommendations to IITGNL for approval.</p>
	<p>Page 114 and 115, Deliverables and timeframe, Clause 5.7.1:</p>	<p>All deliverables in this stage shall be in the form of 5 (five) hard copies and one soft copy in</p> <ul style="list-style-type: none"> ▪ MS Word, PDF and MS Excel formats for reports and 	<p>All deliverables in this stage shall be in the form of 5 (five) hard copies and one soft copy in</p> <ul style="list-style-type: none"> ▪ MS Word, PDF and MS Excel formats for reports and

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No	Deliverables for Stage I: Pre-construction phase (breakup of 20% of total fees as referred above)	Breakup of payment/professional Fee for Stage I i.e Pre-construction phase.	1.	Inception Report and Plan for implementing the Project including coordination with the various consultants and stakeholders involved	10%	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	20%	3.	Review of Preliminary Design Report prepared by Preliminary Engineering Consultant	10%	4.	Bid Evaluation & Selection of Contractor(s)	20%	5.	Project Quality Management Framework, Systems and Procedures	20%	6.	Coordination with Preliminary Engineering Consultant & contractor (s) for review and finalization of Good-For-Construction drawings to be prepared by selected Contractor(s) and on issuance of good for construction drawings by Client/ IITGNL	20%
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The summary of the queries received and their responses is hereunder:

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
1.	Page 9	<u>Clause 2.5.5:</u> 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 consultant requests you to consider release of Performance Security after completion of the assignment because PLI will be for longer duration after completion of project.	The conditions given in the RFQ cum RFP remain unchanged.
2.	Page 14	<u>Clause 2.7.3:</u> It is desirable that the key staff including Team Leader is permanent employee. of any of the key professionals proposed is not a permanent employee of the applicant / member of the consortium, a certificate from the key personnel proposed and the firm he actually belongs to 'must' be furnished clearly mentioning his availability for the duration of the assignment. In the absence of such.	We request Client for relaxation in requirement of certification from firms. A consent letter from the expert should be sufficient to confirm his/ her availability.	Please refer to the Corrigendum in this regard.
3.	Page 33	<u>Clause 2.16:</u> Tentative schedule for selection process Proposal Due Date – 10 th August 2015	We request you to kindly extend the date of submission at-least two weeks from the date of issue of pre-bid clarifications.	Please refer to the Corrigendum in this regard.
4.	Page 140	<u>Clause 6.11.2:</u> Removal and/or Replacement of Key Personnel <u>Clause 6.11.2.2:</u> For Key Personnel replaced for the second time, the <u>remuneration payable will not exceed 80 (eighty) percent</u> of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.	We request you to allow 20% replacement as this would imply that two persons may be replaced if necessary without applying deduction also we request you to relax the amount of deductions applied on replacement to a maximum of 5% deductions applied on replacement.	The conditions given in the RFQ cum RFP remain unchanged.
5.	Page 144	<u>Clause 6.15.4:</u> 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	The client is requested to reconsider the clause and remove 10% interest charges on outstanding amount.	The conditions given in the RFQ cum RFP remain unchanged.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		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.		
6.	Page 146	<p><u>Clause 6.19:</u> Liquidated Damages</p> <p>6.19.1.1 <i>Liquidated damages for error / variation:</i> 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 <i>Liquidated damages for delay:</i> 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 <i>Liquidated damages for excess billing to Contractor(s):</i> 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>(i) the liquidated damages should be applicable only if the error/ omission and delays are attributed solely to consultants and consultants should not be penalised for errors/ delays attributable to others/ external factors which are beyond the reasonable control of consultants.</p> <p>(ii) normally in other contracts liquidated damages are maximum to 5%, so client is requested to relook and reduce the amount.</p>	The conditions given in the RFQ cum RFP remain unchanged.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
7.		The proposed project is for 2.5 (30 Months) years duration, the client has not mentioned any escalation clause in the conditions of contract.	The client normally mentions "Price adjustment on the remuneration applies" clause in RFP where the projects are on time tariff charges and for more than one year duration.	The consultant is required to factor any adjustments, escalations, etc. in their financial proposal.
8.	Page 153	<p><u>Clause 6.6.9:</u> Risks and coverage</p> <p>(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 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 (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].</p>	The client is requested to kindly reconsider the duration of PLI, five year is a long duration beyond completion of Consultancy services. PLI should not be valid for more than 12 months after completion of services.	The conditions given in the RFQ cum RFP remain unchanged.
9.	Page 154	<p><u>Clause 6.15.1:</u> Professional fee payable for stage-II: Construction Phase</p> <p>The Payments shall consist of a monthly payment in the manner explained 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 @ 60% of the accepted man month rates as per actual</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.	The conditions given in the RFQ cum RFP remain unchanged.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		<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 under the individual tender packages on proportional basis.</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 clarify the duration of the bank guarantee.</p>	<p>The Bank Guarantee should be valid till the end of Defect Liability Period.</p>
10.	Page 45	<p><u>Section 2: Instruction to Consultants: Clause 2.18.1.1- Key Personnel:</u> It is stated in Foot Note that “Consultants, who are executing ongoing mandates from Client, must propose a separate team of Key Personnel while bidding for this project.”</p>	<p>We request that for positions called with intermittent deployment over the contract period, kindly allow the experts working on other jobs with DMIDC, who also in the respective contract have intermittent deployment to be proposed here (for the contract in question) for intermittent positions. It shall be made sure that both deployments don't coincide/overlap with each, thus providing complete rationalization to the proposed deployment for each of the project.</p>	<p>Please refer to the Corrigendum in this regard.</p>
11.	Page 45	<p><u>Section 2: Instruction to Consultants: Clause 2.18.1.1- Key Personnel:</u> It is stated in Foot Note 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.</p>	<p>Further the MM stated in Financial Proposal Form 4 B for the said two positions in question includes for DLP MM, or the consultant needs to add on the same in financials, kindly Clarify.</p>	<p>The man months stated are indicative and do not include man month during DLP.</p>
12.	Page 45	<p><u>Section 2-sub Clause 2.18.1. Key Professionals :</u> Personnel proposed against positions of Team Leader, Construction Manager, Planning Expert and QA/QC expert should have been full time employees with the Applicant for at least 12</p>	<p>Request you to kindly waive off the full time employee/s and 12 month criteria for all said positions.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		months prior to proposal due date.		
13.	Page no 45	<u>Section 2-sub Clause 2.18.1. Key Professionals:</u> In case of a Consortium, one-third of the proposed personnel should have been full time employees with the Lead Member.	We request, if the consortium/JV is between 100% subsidiary of same organization, the said criteria should not be applicable.	The conditions given in the RFQ cum RFP remain unchanged.
14.	Page no 36-44	Section 2-sub Clause 2.18.1.1.- Key Personnel Master Degree has been called mandatory for: 1. Team Leader 2. QA/QC Manager 3. Roads and Bridges 4. Water Expert 5. Waste Water, Solid Waste Management and Sewerage Expert 6. Power Expert 7. ICT expert	We request you kindly amend the Master Degree as desirable for the said positions.	The conditions given in the RFQ cum RFP remain unchanged.
15.	Page no 48	Section-3: Calls for Executive Summary	Kindly advise the format and place to place the executive summary, since in sealing structure of technical bid, the same is not mentioned anywhere. Kindly clarify.	The details as mentioned in section-3 are self-explanatory.
16.	Page no 45 & Page no 80	Section-3 Prequalification and Technical Proposal standards forms; and Form 3K Description of Approach, Methodology and Work Plan for performing the assignment	On page 48 it is stated to limit the Approach, Methodology and Work Plan for performing the assignment to 40 single pages, whereas on Page 80 it is stated to limit the same to 20 single pages, kindly clarify which number of pages to adopt.	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).
17.	Page no 45	Section-3 Prequalification and Technical Proposal standards forms; under para number 4 states to limit the Qualification in 20 single	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	The number of pages per CV is restricted to four (04) pages (two sheets if printed both sides). The

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		pages	expert to four pages with one page summary. Kindly clarify, which limitation of pages is to be followed for submission of proposal.	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.
18.	Page no 90-91	Section 4: Financial Proposal-Standard Form: Clause 4.2 Form 4B: Remuneration of Key Personnel "While estimating man months it has been assumed that each sector expert will be supported by Support staff.	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 provide for the key staff in the present schedule.	Consultant is required to make his own estimate for the support staff and accordingly factor the same in their financial proposal. It is suggested that the details of the position of support staff, man-month and rate be specified in the same format as Form 4B. Each support staff could be added as a separate line item. In addition, also refer to the Corrigendum.
19.	Page no 98	Section-5: Term of Reference Under Sub Clause 5.3 Scope of Services: 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."	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.	The man-months mentioned are indicative in nature, however, the consultants are free to make their own assessment for key and support staff. For the purpose of evaluation, appropriate weightage will be given to the consultants as per the proposed man-months for Key personnel and support staff.
20.	Page no 116	Section-5: Term of Reference: Sub Clause 5.7.2- Team Mobilization Field	We request you to kindly provide 30 days for team mobilization from the date of signing the contract.	The conditions given in the RFQ cum RFP remain unchanged.
21.	Page no 146	Section-6: Standard Form of Contract Clause 6.19 Liquidated Damages	We understand that the total limit of liability shall be 10% together for Liquidated damages for error / variation and Liquidated damages for delay. Kindly confirm.	The liquidated damages for different purposes are separate and are as under: LD for error / variation = 10% of Contract Value; LD for delay = 10% of Contract

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
				<p>Value;</p> <p>LD for excess billing to Contractor(s): 10% of the amount of excess billing</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>
22.	Page15 5-156	<p>Section-6: Standard Form of Contract: Under Special Conditions of Contract: Clause 6.15.1: Payment terms for Phase-II</p> <p>60% of the accepted man month rates as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL and 40% shall be paid later.</p> <p>Along with passing of Final Bill- 20%</p> <p>At the end of Defect Liability Period- 20%. The client may at its discretion, allow release of 20% of the retained fee against submission of Bank Guarantee of equivalent amount from a Nationalized Bank</p>	<p>We propose herewith the given below terms for Phase-II</p> <p>85% of the accepted man month rates as per actual deployment of Personnel duly certified by the nodal person / agency designated by IITGNL and 15% shall be paid later.</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>Also request Under Phase-I we propose the following:</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 shall be during the</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p> <p>Please also refer Corrigendum in this regard.</p>

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
			Supervision stage, we propose the above modifications.	
23.	Page no. 26 and 27.	<p><u>Sec.2, Cl. 2.9.5: Technical Evaluation Criteria</u></p> <p>Specific experience of the consultant / firm related to this assignment.</p> <p>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</p> <ul style="list-style-type: none"> • Roads & Drainage (NH/SH) • Water Supply • Sewerage • Public Transport system (metro rail) • Integrated solid waste management • Power / energy 	While similar projects for urban areas are considered under minimum qualification criteria, same is missing here. Requests to include 'urban areas' in this clause.	<p>The conditions given in the RFQ cum RFP remain unchanged.</p> <p>Refer to Clause 2.9.4</p>
24.	Page no. 24 to 27 and Sec. 3, clause 3.2, Page no. 54.	<u>Sec. 2, Cl. 2.9.4, 2.9.5: Minimum qualification criteria and relevant projects in last ten years.</u>	<p>1. Pl. confirm, whether a subsidiary firm can claim the credentials of its parent company.</p> <p>2. Pl. confirm whether a parent firm can claim the credentials of a subsidiary firm.</p>	<p>The parent firm can claim the credentials of a subsidiary firm and vice-versa by forming a JV.</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>
25.	Page	<u>Sec.3, Cl. 3.2: Projects without the proof of</u>	In US, there is no practice of issuing completion	The conditions given in the RFQ cum

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
	no. 54.	experience from respective client will not be considered.	certificate / proof for consultancy projects. Pl. confirm whether contact details of the client given in experience sheet will suffice. If not, pl. confirm if letter of award or copy of contract agreement or invoice to client would suffice as proof of project.	RFP remain unchanged. Refer to Clause 2.7.3 (x)
26.	Page no. 36 – 45	<u>Sec. 2.18.1:</u> List of key personnel - personnel proposed against positions 1,2,3 and 4 above should have been full time employees with the Applicant for at least 12 months prior to proposal due date.	In these kind of projects it is difficult to find permanent staff, we will induct them after winning the proposal. Hence, we request you to restrict this clause to team leader. Since 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 bring all consultants to the same platform in preparing the financial proposal.	The conditions given in the RFQ cum RFP remain unchanged.
27.	Page no. 36 – 45.	<u>Sec. 2.18.1.1:</u> Information, communication, technology expert - Bachelor degree in electronics or instrumentation or computer science Masters degree in electronics or instrumentation / telecommunications is mandatory.	Requests to include candidates with BE / B.Tech Electrical also under mandatory category as most of SCADA engineers in water sector have this qualification and they can dual as electrical engineer as well.	The conditions given in the RFQ cum RFP remain unchanged.
28.	Page no. 80	<u>Sec. 5, clause 5.3:</u> Scope of services	Pl. clarify, whether there is any requirement of doing surveys or field investigations during DPR review. If yes, pl. clarify whether this is to be budgeted or shall be given by the client as actuals. If this is to be budgeted, pl. indicate the approximate extent of survey to be done. Please clarify if the consultant has to review survey and field investigation data.	As mentioned in the RFQ cum RFP certain technical reports have been prepared and shall be made available to the selected Consultant. Clause 6.18.1.1 of GCC may also be referred in this regard. The conditions given in the RFQ cum RFP remain unchanged.
29.	Page 135	<u>Cl 6.6.4:</u> Consultant's Actions Requiring Client's Prior Approval: Sub consultancy limit	It has been noted that there is a sub-consultancy limit of 20%. Pl. inform which are the items that client will allow in sub consultancy. Also, please inform, in case of sub consultancy, whether their credentials will be considered in evaluating the minimum qualification criteria.	The conditions given in the RFQ cum RFP remain unchanged.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
30.	Page no. 154-155	<u>Sec.6, Cl. 6.15.1, a&b:</u> Professional fee payable for stage II, construction phase	Consultant may not have any control on passing of passing of final bill of the contractor. Hence, we request you to remove condition 6(a) and make the payment at 80% rate under clause (b).	The conditions given in the RFQ cum RFP remain unchanged.
31.	Page no. 146	<u>Sec.6, Cl. 6.19.1.2:</u> Liquidated damages	The clause on delay damages states that for delays in execution consultant is liable to pay LD. But often the delays would be more attributable to the contractor than the consultant. Request to specify the events for which the consultant is liable.	The conditions given in the RFQ cum RFP remain unchanged.
32.	Page 26	<u>Clause 2.9.4</u> Minimum Qualification Criteria, b. Average annual turnover for last 3 financial years All members of JV / Consortium – INR 50 crore	We request you to kindly consider INR 50 crores as sum of turnover of all members of JV / Consortium	The conditions given in the RFQ cum RFP remain unchanged.
33.	Page-16	<u>Clause-2.7.5 (iv)</u> The Proposals must be properly signed by the Authorized Representative of the Lead Firm, in case of Consortium	We request you to kindly consider the authorized representative as staff member of any of the JV/Consortium partners but not necessarily of the lead partner.	The conditions given in the RFQ cum RFP remain unchanged.
34.	Page 24 – 26	<u>Clause 2.9.4.a (A) & (B):</u> 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 OR 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 /	Please include Airport project as eligible project under Area Development Projects	Please refer to the Corrigendum in this regard.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		industrial townships / industrial parks / industrial estates / special economic zones / special investment zones / area development projects of minimum project cost of Rs 500 crore with atleast two (2) infrastructure components in a single project as defined below		
35.	Page 51	<u>Clause 2.18.1.1: Key Personnel</u> In the foot note, it is mentioned that “Personnel proposed against positions 1,2,3 and 4 above should have been full time employees with the Applicant”	Please confirm if for positions other than 1,2,3 and 4, can we submit CV’s of specialist sub-consultants for other positions like Water Expert, Wastewater, solid waste management & sewerage Expert, Power Expert, Information Communication Technology Expert	Please refer to Corrigendum for modified Clauses 2.7.3 (i) and (ii).
36.	Page 51	<u>Clause 2.18.1.1: Key Personnel</u> In the foot note, it is mentioned that “Age of the Key Personnel proposed should not be more than 65 (sixty five) Years on the last day of submission of proposal.”	Kindly relax the age criteria to not more than 70 (Seventy) Years	The conditions given in the RFQ cum RFP remain unchanged.
37.	Page 51	<u>Clause 2.18.1.1: Key Personnel</u> In the foot note, it is mentioned that “Consultants, who are executing ongoing mandates from Client, must propose a separate team of Key Personnel while bidding for this project”	The applicant is providing services for Preliminary Design Report for Roads and Services/ Utilities of Town Planning Scheme 2 (East) at Dholera Special Investment Region and have substantially completed the services required under the assignment. The key staff is only providing intermittent input for resolving queries and clarifications. Can the applicant propose all/few of the staff that are working on the Town Planning Scheme 2 (East) assignment?	Please refer to Corrigendum for Clauses 2.7.3 (i) and (ii) in this regard.
38.	Page 91	<u>Clause 4.2 Form 4B: Remuneration of Personnel</u> In the foot note, it is mentioned that “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.	Does this mean that the man-months provided in column 3 are not sacrosanct and the same can be revised by the applicant based upon his estimate? Kindly confirm	The man-months mentioned are indicative in nature, however, the consultants are free to make their own assessment for key and support staff. For the purpose of evaluation, appropriate weightage will be given to the consultants as per the

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies				
				proposed man-months for Key personnel and support staff.				
39.	Page 91	<p><u>Clause 4.2 Form 4B: Remuneration of Personnel</u></p> <p>In the foot note, it is mentioned that “While estimating man months it has been assumed that each sector expert will be supported by Support staff.”</p>	Kindly confirm if the indicative manmonths provided in column 3 are inclusive of manmonths for support staff? If not, for the sake of uniformity in the proposals kindly provide the indicative manmonths for support staff also	<p>Consultant is required to make his own estimate for the support staff.</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>				
40.	Page 145	<p><u>Section 6, General Conditions of Contract,</u></p> <p>Clause 6.15.4:Advance Payment:</p> <p>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.</p>	It is requested to include 10% advance payment against the bank guarantee to cover the cost of mobilization and establishment charges initially.	The conditions given in the RFQ cum RFP remain unchanged.				
41.	Page 154	<p><u>III. Special Conditions of Contract,</u></p> <table border="1" data-bbox="302 1161 772 1344"> <thead> <tr> <th>Stages</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>Stage I: Pre-construction phase</td> <td>6 months</td> </tr> </tbody> </table>	Stages	Duration	Stage I: Pre-construction phase	6 months	As per our recent experience of providing Preliminary Design Report services for Town Planning Scheme 2 (East) at Dholera, the duration of 6 months is not commensurate with the deliverables in Stage I. The duration of Stage I may kindly be amended accordingly	The conditions given in the RFQ cum RFP remain unchanged.
Stages	Duration							
Stage I: Pre-construction phase	6 months							
42.	NA	General query	As many financial and administrative documents are required to be submitted along with the proposal which are time consuming. Hence in order to be able to submit a comprehensive proposal, we request you provide a time period of minimum three	Please refer to the Corrigendum.				

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
			(03) weeks after the issue of replies to query. The Proposal Due Date may be accordingly extended.	
43.	Page 24	<p><u>Clause 2.9.4: Minimum qualification criteria</u></p> <p>Ongoing projects can be submitted with detail of progress supported by suitable documents. Only projects which have been completed more than 80% and payments have been received will be considered for evaluation.</p>	We request to please consider the project as “eligible” wherein, the consultant has done design/review of the infrastructure, Preparation of tender documentation (Bid process management), Construction Supervision and monitoring, scheduling, costing and quality control and Health and safety management in one project.	The conditions given in the RFQ cum RFP remain unchanged.
44.	Page 145	<p><u>Section 6, General Conditions of Contract,</u></p> <p>Clause 6.15.4:Advance Payment:</p> <p>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.</p>	Please clarify whether the 10% interest being charged on outstanding amount will be simple or compound.	The 10% simple interest will be charged on outstanding amount.
45.	Page 26	<p><u>Clause 2.9.5: Technical Evaluation Criteria</u></p> <p>Experience of project management and construction supervision / program management assignments, in five (5) similar projects during the last ten (10) years preceding the PDD...</p>	We understand that in case the consultant has less no of eligible projects than 5, Proportionate, marks will be awarded to the consultant. Please clarify.	Yes.
46.	Page 7	<p><u>Clause 2.1.17: RFQ cum RFP Processing Fee:</u></p> <p>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,</p>	The RFQ cum RFP fee of Rs 100,000/- is very high and is requested to reduce to realistic margins of upto Rs 5,000/- or 10,000/- as prevalent in other Government Departments.	The conditions given in the RFQ cum RFP remain unchanged.

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
		India, as a non-refundable RFQ cum RFP processing fee (the "RFQ cum RFP Processing Fee"). Proposals unaccompanied with the aforesaid RFQ cum RFP Processing Fee shall be liable to be rejected by the Client.		
47.	Page 14	<p><u>Clause 2.7.3; Sub-Clause (i)</u></p> <p>Employment of Key Personnel with the Firm</p> <p><i>"The Team Leader proposed must be a permanent full time employee of the firm."</i></p>	<p>Since permanent employees of the participating firm may be engaged in other projects, they might not able to give full time to the current project. Hence the Consultant would like to suggest that the Key Experts may be hired on Contractual basis with the Consultant being fully liable to retain the experts on job and ensure their commitment and availability to the project. This may please be considered.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
48.	Page 15	<p><u>Clause 2.7.3; Sub-Clause (viii)</u></p> <p>Signature of the Expert on the CV</p>	<p>The Authorized representative may sign and certify the CV on behalf of the Organization and the Expert. This may kindly be accepted.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p> <p>Refer to Clause 2.7.3 (viii)</p>
49.	Page 90	<u>Form 4B: Indicative Man Months of Key Experts</u>	<p>The "indicative man months" of Key experts may please be revised to "Minimum Man months" of Key Experts</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
50.	Page 45	Additional Support Staff	<p>The project needs field Engg, Survey Supervisor, Hydraulic Engg, Social and Environmental Experts for smooth execution of the project. Hence it is requested to provide a minimum number of support engineers so as to provide in the financial form. This will help in evaluating all the prospective bidders in the same platform.</p>	<p>Consultant is required to make his own estimate for the support staff.</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>
51.	GENERAL	Inclusion of Escalation Clause/ Price Adjustment Clause	<p>As the project duration is more than 18 months and based on procurement guidelines of multilateral funding agencies, the escalation need to be granted to support the project. Hence Escalation clause shall be calculated as per the following formula:</p> <p>Remuneration paid in local currency pursuant to the rates, shall be adjusted every 12 months by applying the following formula:</p> $R_1 = R_{10} \times I_1 / I_{10}$	<p>The consultant is required to factor any adjustments, escalations, etc. in their financial proposal.</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>

#	RFP Page No.	Reference	Query/Submission	Remarks/ Replies
			<p>where</p> <p>R_i is the adjusted remuneration;</p> <p>R_{i_0} is the remuneration payable on the basis of the remuneration rates in local currency;</p> <p>I_i is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_{i_0} is the official index for salaries in the Client's country for the month of the date of the Contract.</p>	
52.	Page 153	<p><u>Clause 6.6.9:</u></p> <p>Risks and coverage</p> <p><i>"....(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 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></p>	<p>The client is requested to kindly reconsider the duration of PLI, five year is a long duration beyond completion of Consultancy services. PLI should not be valid for more than 12 months after completion of services.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>