

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

Sl. No	Section/ Page/ Clause No.	Original Clause	Query / Clarification requested	Amended Clause / Response
1	Clause: 5.8 Sub Clause: 5.8.1 Page no.17	No JV/ Consortium is allowed	The RFQ cum RFP asks for a diverse experience with manpower of different skill sets. In order to execute this project with the best possible skillset along with enabling wider Bidder participation. Hence, we request to consider the possibilities of having JV/ Consortium for this opportunity. As a precedence, previous NICDC and DMIC IITGNL RFQ cum RFPs have allowed JVs/Consortiums so that wide Bidder participation is enabled.	The conditions of the RfQ cum RfP remains unchanged.
2	Clause 15 Sub Clause 15.1.6 Page no.28	Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of previous financial year (FY) should be at least INR 100 Crore. The Bidder shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor/Chartered Accountant.	We request you to kindly modify this criterion as per below as this will enable wider participation from wider range of potential Bidders: "Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of previous financial year (FY) should be at least INR 60 Crore. The Bidder shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor/Chartered Accountant. In case of Joint Venture/Consortium, combined average annual turnover shall be considered. In case of a consortium/JV, Partner in charge shall meet at least 50% of the total turnover criteria"	The conditions of the RfQ cum RfP remains unchanged.
3	Clause 15 Sub Clause 15.1.7 (Notes) (a) Page no. 28	“Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date.	Request to remove the clause on 80% completed and replacing it by simply 'ongoing' projects. This would allow the participating entries to showcase various multidisciplinary experiences wrt to the clauses.	The conditions of the RfQ cum RfP remains unchanged.
4	General Or Clause 15 Sub Clause 15.1 (Notes) Page no. 27	Pre-qualification Criteria The Bidders shall meet the following minimum eligibility criteria	We request you to kindly add below mentioned criteria to the bid document. This clause will allow companies to bring global expertise: "In case of a parent-child company, a wholly owned subsidiary can use credentials of parent company provided necessary proof of the parent-child relationships is provided." As precedence, previous NICDC and DMIC IITGNL RFQ cum RFPs have included this clause in order to enable wider bidder participation along with helping Bidders bring global experience.	The conditions of the RfQ cum RfP remains unchanged.

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Sl. No	Section/ Page/ Clause No.	Original Clause	Query / Clarification requested	Amended Clause / Response			
5	Clause 15.2 Sub Clause 15.2.3.4 Page no. 29	Experience of having successfully completed/ substantially completed consultancy assignment involving DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub for which the fee shall be more than INR One (1) Crore. A project would be designated as transportation hub if it includes passenger movement and includes two or more modes of service.	We understand ToD (Transit oriented Development) projects can also be included in these criteria	The conditions of the RfQ cum RfP remains unchanged.			
6	GCC Clause 6Sub Clause 6.6Page no. 175	6.6 Milestones for the First Work Order		We propose amendments in payment terms as in the last milestone 15% payment would be released on completion of site preparatory works by the contractor. In the event contractor delays the works or terminates the contract, 15% would be a big amount at risk. We propose this to be 5%.	The conditions of the RfQ cum RfP remains unchanged.		
		Sr. No	Milestone#			Month (“D” denotes Effective Date)	Payment %
		15	On award of EPC components as per the approved Procurement Strategy			D + 11 months	10%
16	On completion of site preparatory works by the contractor and final certification of the bill	D + 12 months	15%				
7	Clause No. 7.1 Page no. 100	Stage 1: Project(s) Preparation Stage	Since ICT is one of the major parts of the Scope of Work, we request to include ICT related projects also as a part of Technical Bid valuation in the clauses 15.2.3.2. - 15.2.3.4 Technical Evaluation	The conditions of the RfQ cum RfP remains unchanged.			

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8	SECTION 3: BID DATA SHEET Sub Clause ITB 15.2.2 (2c) Page No.39	Points earmarked for Technical Bid evaluation	Requesting to consider:	The conditions of the RfQ cum RfP remains unchanged.	
	2c Clause 15.2.3 .3	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 04 Mark • >3 and <= 5 Projects: 06 Marks • >5 Projects: 08 Marks 	10		2c Clause 15.2.3.3
		Additional two (2) mark shall be given to those Bidders who have completed / substantially completed similar assignments in railway station development projects	Additional two (2) mark shall be given to those Bidders who have completed/ have ongoing assignments in railway station development/ TOD projects		
9	Section 6, Clause No. 1, Subclause no.1.6.7, Pg 89 to 92	Scope Components I, II and III include “Seeking all clearances and approvals”	The Scope wrt clearances and approvals is not very clear.	Apart from Environmental Clearance (EC), all other clearances and approvals required for the project are part of scope for the GC	
	Section 6, Clause No. 3.4, Sub clause no. 3.4.13, Pg 97	obtain all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation;	We would like you to confirm that the role of GC would be limited to providing Technical Assistance to Client in seeking required approvals and clearances and that the responsibility of getting the approvals and clearances will rest with the Client.		
	Sub Clause 6.2, Pg 99	assist the Authority to obtain all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility shifting etc.) from concerned authorities;			
10	Section 3, Ref ITB 15.2.2,	Relevant Experience for the Assignment: “Additional 3 marks will be given to those bidders who have completed / substantially completed similar assignments of same magnitude (ie Consulting fees / Project cost) and with aforesaid Departments exclusively in the Railway Sector comprising of station development as one of the components /railway station development Projects”	Since the proposed MMTH is to be developed as a state of the art facility and there are not too many likewise Rail station development undertaken yet, we request you to kindly consider similar experience in implementation of Airport Terminal Projects.	The conditions of the RfQ cum RfP remains unchanged.	
	Evaluation Criteria wrt Sub Clause 15.2.3.1 till 15.2.3.3 pg 38, 39				

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11	Section 3: ITB Reference 2.3, Pg 36	SECTION 3: BID DATA SHEET			This bid has several components and will require due diligence in preparing a quality document. Hence we request that the Bid Submission Date be extended by 4 weeks to 28 th July	Please Refer the Corrigendum-1
		Refer ence	Particulars	Description		
		ITB 2.3	Last date & time for submission of online Bids and hard copy of original instruments i.e. Bid Security, RFQ cum RFP Processing Fee, PoAs and Joint Bidding Agreement	Date: 28 June 2023 Time: Latest by 1800 Hrs (IST) Submission: online submission		
12	Form 4N: Staffing Schedule for Key Personnel at Page 64 of RFP	FORM 4N: STAFFING SCHEDULE FOR KEY PERSONNEL (General)			Responsible for liaison, interface and coordination with all governmental agencies for approvals, planning, and interface and liaison with all verticals between the GC team and Client. We request to client kindly consider Interface expert for the period of 36 MM on intermittent basis.	The conditions of the RfQ cum RfP remains unchanged.
13	ITB 2.1 of Section 3: Bid Data Sheet at Page No. 36	Method of Selection: Quality cum Cost Based Selection (QCBS) method (70:30)			Due to large importance of technical key expert in various discipline, the technical aspects play a significant role in many fields and should be given higher importance on technical part. It is requested to kindly consider method of selection QCBS - 90:10 instead of 70:30.	The conditions of the RfQ cum RfP remains unchanged.
14	Section 4: Technical & Standard form at Page No. 65, 73 & 75	Form: 5B (A) & (B): Staffing Plan for Additional Personnel			Only total years’ experience for Additional personnel are provided in the RFP, we request you please give detailed qualification and experience criteria for the same.	The conditions of the RfQ cum RfP remains unchanged.

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15	Clause No. 1.6.7 of Section 6 : TOR at Page No. 89	<p>Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.</p>			<p>Responsibility for Design and appointment of Contractors for Railway facilities rests with GC. It is not clear if GC will be reviewing the Detailed Design for the Railway components or responsible for the detailed design. Please clarify.</p>	<p>For Railway Components, the GC is expected to prepare the Detailed Design Report for approval by NCR.</p> <p>Part of scope of work for the GC.</p>	
		Sr. No	Component	Responsibility			
				Design			Construction
		(a)	Site preparation works	GC			Contractor(s) to be appointed with support from GC along with coordination and supervision of GC
(b)	Shifting / dismantling of utilities	On deposit basis by respective entities with coordination and supervision of GC					
(c)	Construction of boundary wall	Contractor(s) to be appointed with support from GC along with coordination and supervision of GC					
16	Clause No. 1.6.7 of Section 6 : TOR at Page No. 90 & 91	<p>Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.</p>			<p>Responsibility for Engineering scale plan for Pway, OHE, S&T works is a detailed task. The Railways staffing in Non-Key Experts for both Design and C/S from GC side will require minimum design review team and C/S team for MRTS, which will depend on the length of MRTS being planned.</p>	<p>Part of scope of work for the GC.</p>	
		<p>2. Main Project Construction Work :</p>			<p>We request you to please consider a separate team for Railways may please be considered comprising of minimum 5 experts in each vertical (Pway, E&M, S&T).</p>		

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17	Clause No. 3.4.4.17 of Section 6 : TOR at Page No. 96 of RFP	Design of complete drainage system and disposal point for storm water ;	ToR talks about drainage design scope and on page no. 102 which also talks about review of hydrological conditions of the site areas. A Hydrologist cum drainage expert for a period of 24 MM for the entire project period on intermittent basis may please be considered.	The conditions of the RfQ cum RFP remains unchanged.
18	Clause no. 3.7 (a) (ii) of Special Condition of Contract at Page no. 171	for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the GC hereunder or the insurance proceeds available under the professional liability insurance obtained by the GC, whichever is higher.	For any direct loss or damage reported not later than 12 months from the date of expiration of Contract that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the GC hereunder or the insurance proceeds available under the professional liability insurance obtained by the GC, whichever is higher. Please consider.	The conditions of the RfQ cum RFP remains unchanged.
19	Clause no. 2.3 of Special Condition of Contract at Page no. 170	The following Clause shall be added in Clause 2.3 of the GCC: The initial term of the Contract shall, unless terminated earlier, expire on the date that is one (1) year from the Effective Date (“First Year”). The GC agrees and acknowledges that the Authority may at its sole discretion, not less than thirty (30) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the GC of an extension of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of one (1) year, in which event the GC shall perform the Assignment at the rates stipulated hereunder and subject to the terms and conditions set forth in this Contract..... may be mutually agreed between the Parties.	Kindly include the provision of price adjustment on yearly basis in case of extension of services beyond one year.	Refer Clause in connection with Clause 9.7.2 (i) for Annual Indexation of Remuneration. The conditions of the RfQ cum RFP remains unchanged.
20	Clause No. 8 of GCC at Page No. 166	The aggregate maximum of liquidated damages payable to the Authority under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year.	Kindly reduce the rate of Liquidated damages up to 5% i.e., equivalent to Performance Security.	The conditions of the RfQ cum RFP remains unchanged.
21	Clause: 5.8 Sub Clause: 5.8.1 Page no.17	No JV/Consortium is allowed for this bid	The RFQ cum RFP asks for a diverse experience with manpower of different skill sets. In order to execute this project with the best possible skillset along with enabling wider Bidder participation. Hence, we request to consider the possibilities of having JV/ Consortium for this opportunity. As a precedence, previous NICDC and DMIC IITGNL RFQ cum RFPs have allowed JVs/Consortiums so that wide Bidder participation is enabled.	The conditions of the RfQ cum RFP remains unchanged.

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22	Clause 15 Sub Clause 15.1.6 Page no.28	Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.	We request you to kindly modify this criterion as per below as this will enable wider participation from wider range of potential Bidders: "Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of previous financial year (FY) should be at least INR 60 Crore. The Bidder shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor/Chartered Accountant. In case of Joint Venture/Consortium, combined average annual turnover shall be considered. In case of a consortium/JV, Partner in charge shall meet at least 50% of the total turnover criteria"	The conditions of the RfQ cum RfP remains unchanged.
23	Clause 15Sub Clause15.1 (Notes)Page no. 28	“ Substantially completed work ” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date;	Request to remove the clause on 80% completed and replacing it by simply 'ongoing' projects. This would allow the participating entries to showcase various multidisciplinary experiences wrt to the clauses.	The conditions of the RfQ cum RfP remains unchanged.
24	General Clause 15 Sub Clause 15.1 (Notes) Page no. 27	Pre-qualification Criteria: The Bidders shall meet the following minimum eligibility criteria	We request you to kindly add below-mentioned criteria to the bid document. This clause will allow companies to bring global expertise: "In case of a parent-child company, a wholly owned subsidiary can use credentials of parent company provided necessary proof of the parent-child relationships is provided." As a precedence, previous NICDC and DMIC IITGNL RFQ cum RFPs have included this clause in order to enable wider bidder participation along with helping Bidders bring global experience.	The conditions of the RfQ cum RfP remains unchanged.
25	Clause 15.2 Sub Clause 15.2.3.4 Page no. 29	Experience of having successfully completed/ substantially completed consultancy assignment involving DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub for which the fee shall be more than INR One (1) Crore. A project would be designated as transportation hub if it includes passenger movement and includes two or more modes of service.	We understand ToD (Transit oriented Development) projects can also be included in these criteria	The referred clause is self-explanatory in this regard.

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26	G CC Clause 6 Sub Clause 6.6 Page no. 175	6.6 Milestones for the First Work Order				We propose amendments in payment terms as in the last milestone 15% payment would be released on completion of site preparatory works by the contractor. In the event contractor delays the works or terminates the contract, 15% would be a big amount at risk. We propose this to be 5%.	The conditions of the RfQ cum RfP remains unchanged.			
		Sr. No.	Milestone#	Month (“D” denotes Effective Date)	Payment Percentage					
		15	On award of EPC components as per the approved Procurement Strategy	D + 11 months	10%					
		16	On completion of site preparatory works by the contractor and final certification of the bill	D + 12 months	15%					
27	Clause 15 Sub Clause 15.1.5	Project Preparation Stage				Since ICT is one of the major parts of the Scope of Work, we request to include ICT related projects also as a part of Technical Bid Evaluation in the clauses 15.2.3.2. - 15.2.3.4 Technical Evaluation	The conditions of the RfQ cum RfP remains unchanged.			
28	S ECTION 3:	Points earmarked for Technical Bid evaluation				Requesting to consider:		The conditions of the RfQ cum RfP remains unchanged.		
	BID DATA	2c	Clause 15.2.3.3	• >1 and <= 3	10	2c	Clause 15.2.3.3		• >1 and <= 2	10
	SHEET			Projects: 04 Mark					Projects: 5 Mark	
	Sub Clause			• >3 and <= 5 Projects: 06 Marks					• >2 and <= 4 Projects: 3 Marks	
	ITB 15.2.2			• >5 Projects: 08 Marks					• >4 Projects: 2 Marks	
Page No.37	Additional two (2) mark shall be given to those Bidders who have completed / substantially completed similar assignments in railway station development projects				Additional two (2) mark shall be given to those Bidders who have completed/ have ongoing assignments in railway station development/ TOD projects					

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29	Cl. 2.2 Pg. 9	<p>Some important dates for this RFQ cum RFP process are as follows:</p> <p>(i) Date of issuance of RFQ cum RFP document 29 May 2023</p> <p>(ii) Last date for receiving queries / requests for clarifications 07 June 2023</p> <p>(iii) Pre-bid meeting 09 June (1600 hrs)</p> <p>(iv) Bid Submission Last Date 28 June 2023 (1800 hrs)</p>	We request you to please extend the Bid Submission date by at least 3 weeks post the response to Pre-Bid queries.	Please Refer the Corrigendum-1
30	Cl. 5.8.1 Pg. 17	No JV/Consortium is allowed for this bid	<p>We request you to please allow consortium between two external parties/two internal (Parent & it's Subsidiary company in India) to enhance the capability.</p> <p>Or.</p> <p>We request you to allow subsidiary/group company to use credentials of the parent company wherein the parent has a minimum holding of 99% in the subsidiary/group company and vice-versa. However, two group subsidiary companies/ Sister Subsidiary Companies can use the credentials of their counterparts if they are subsidiary of same Parent Company.</p> <p>The bidder to use their group/parent company/subsidiary project/financial credentials, as for MNC's registered in India are local representatives of their foreign counterpart to have better delivery mechanism. This will also allow pooling of competencies and resources to provide the best offer to you.</p>	The conditions of the RfQ cum RfP remains unchanged.
31	Cl. 9.7.1.2 (d) (vi) Pg. 22	No alternative CV for any Key Personnel shall be made and only one (1) CV for each position shall be furnished. Further, if a same CV is proposed by more than one (1) Bidder then the CV of that Key Personnel shall be summarily rejected;	We request you to please dilute this criterion, since the project will be awarded to only one Bidder and hence exclusive consent from expert is not suitable.	The conditions of the RfQ cum RfP remains unchanged.
32	Cl. 15.1.6 Pg. 28	Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.	<p>We request you to please modify the same as:</p> <p>Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 50 crore and should be Profit making for each subsequent year. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

			By reducing the Turnover more companies can participate in the Bid and by introducing “Profit Making”, will help to get financially stable companies to perform this assignment.	
33	Cl. 15.1.7 Pg. 28	Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.	<p>We request you to please modify the same as:</p> <p>Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC)/General Consultants (GC)/ Authority Engineer (A.E), assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.</p> <p>As the proposed tender is for General Consultants (GC), hence we request you to please consider above suggested changes.</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

34	Cl. 15.2.3.1 Pg. 29	<p>Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years</p>	<p>We request you to please modify the same as:</p> <p>Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) /General Consultants (GC) / Authority Engineer (A.E), assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways/ Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years.</p> <p>As the proposed tender is for General Consultants (GC), hence we request you to please consider above suggested changes.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
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35	Cl. 15.4.4 1 b Pg. 31	The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial Bids, where Tw = 0.70 and Fw = 0.30	We request you to please consider: The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial Bids, where Tw = 0.80 and Fw = 0.20	The conditions of the RfQ cum RfP remains unchanged.
36	Generic:	Maximum Limit of Liability:	The Limit of Liability shall be less than or equal to the value of Consultancy Contract. Please Clarify.	The referred clause is self-explanatory in this regard.
37	Clause 15.1.2	The Bidder may either be a sole proprietorship firm / a partnership firm / LLP / a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the Applicable Laws of its origin;	We understand that any company/consultant which is registered in India under Companies act 1956/2013 or registered under applicable laws of its origin country are eligible to participate in the bid. Kindly confirm	The referred clause is self-explanatory in this regard.
38	Section-2, Clause 9.7.1.2 (Page 21)	<p>Part 2: Technical Bid</p> <p>d) Team Composition and Task Assignments as per Form 4L, Section 4: Technical Bid Standard Forms along with Curriculum Vitae (CV) for proposed Key Personnel (with one page of summary of experience) as per Form 4M, Section 4: Technical Bid Standard Forms. While preparing the CVs, the Bidder must give particular attention to the following requirements: i. The Team Leader proposed must be permanent full-time employee of the Bidder who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s). If any Key Personnel (other than Team Leader) proposed is not a permanent employee of the Bidder, a certificate from the Bidder and proposed Key Personnel must be furnished mentioning his / her availability for the Assignment. In the absence of such a certificate, his / her CV shall not be evaluated and shall be summarily rejected;</p>	<p>We understand that Team Leader should be permanent full-time employee of the bidder. However, we request the Client to reconsider if Consulting Firm propose competent professional associated with the firm as consultant or freelancer expert at the bidding stage and later on after award/ at the time of signing agreement the said professional shall be taken up on the roll of the firm as full-time employee. We request you to reconsider this clause and allow suitable professionals available on project-based consent for the project. This will allow bidder to field only competent professionals who are suitable for the proposed project.</p>	The conditions of the RfQ cum RfP remains unchanged.

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39	Section-2, Clause 15.1.7 (Page 28)	Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Notes: a) The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process. “Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date; b) Copy of work order / letter of award / contract agreement alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify;	As stipulated in the note, we request following modification	The conditions of the RfQ cum RfP remains unchanged.
a) “Substantially completed work” shall be based on 60% or more works that have been financially completed under the contract as on Bid Submission last date;	b) We also request the Client to consider Copy of work order / letter of award / relevant pages of contract agreement along with a certificate for consultancy fee received as on the last date of PDD duly certified by Chartered Accountant to prove substantial completion alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify;			
40	Section-2, Clause 15.2.3 (Page 29)	The Technical bids shall be evaluated based on the following criteria – 15.2.3.1, 15.2.3.2 & 15.2.3.	We request the Client to allow showcasing experience of last 15 years instead of last 10 years for qualification as well as for scoring	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

41	Section-2, Clause 15.2.3.2 (Page 29)	<p>Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports/ Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR One (1) Crore or the project cost for which the said consultancy services has been provided shall be more than INR 250 crore; To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years</p>	<p>We understand that DPR preparation/ detailed design consultancy services / proof checking of civil structural design services may or may not necessarily cover detailed design of the foundation, sub-structure and superstructure thus request you to revise the stipulated criteria as suggested below:</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
<p>Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with for Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>			
<p>(10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports/ Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR One (1) Crore 50 lakh or the project cost for which the said consultancy services has been provided shall be more than INR 250 crore; To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5-10 years</p>				
42	Section 3: ITB 5.8 (Page 36)	JV / Consortium Not Allowed	<p>Since JV/consortium is not allowed for the project, we strongly recommend to allow using technical qualification of Group company (consisted parent/ subsidiary/ associate) to showcase relevant experience sought under the Pre-qualification and Technical evaluation criteria without forming JV/consortium with group entities.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

			Otherwise we request the Client to allow JV/consortium of minimum 3 nos. of entity (i.e., Lead + 2 members) in JV/consortium to participate together for this prestigious project.	
43	Section-3, ITB 15.2.2 (Page 37 & 38)	Points earmarked for Technical Bid evaluation	<p>We felt that 15 points (score) allocated for Presentation in comparison with 5 points (score) for A & M is high; we recommend to reverse the scoring criteria as more appropriate for QCBS selection i.e.,</p> <p>a) Presentation by the Bidders - 5 points</p> <p>b) A & M submitted by the Bidders as per Form 4K - 15 points</p>	The conditions of the RfQ cum RfP remains unchanged.
44	Section-3, ITB 15.2.2 (Page 38 & 39)	<p>(1) Relevant Experience for the Assignment Clause 15.2.3.1, 15.2.3.2 Clause 15.2.3.3</p> <ul style="list-style-type: none"> • >1 and <= 3 Projects: 08 Marks • >3 and <= 5 Projects: 10 Marks • >5 Projects: 12 Marks 	<p>We felt that number of projects require to score full marks are high, we request the Client to reduce number of projects to 3 assignments for full scoring; as suggested below:</p> <ul style="list-style-type: none"> • 1 Project: 08 Marks • 2 Projects: 10 Marks • 3 Projects: 12 Marks 	The conditions of the RfQ cum RfP remains unchanged.
45	Section-3, ITB 15.2.2 (Page 38 & 39)	(1) Relevant Experience for the Assignment Clause 15.2.3.1, 15.2.3.2, 15.2.3.3 & 15.2.3.4	We understand that same project fulfilling multiple criteria viz., master planning, architectural design, DPR preparation and project management services in a single package would be allowed for repetition for qualification and scoring. Please consider and confirm.	“It is hereby clarified that same project can be claimed by the Bidder for each category under evaluation criteria subject to meeting the conditions stipulated in RfQ cum RfP”
46	Section 6, Clause 8.1, S.No. 6, Page no. 125	Detailed Master Plan including Architectural Design	<p>We understand that the consultant has to undertake preparation of Master Plan as elaborated in Clause 7.1.1.2(iii), but the detailed scope regarding architectural design of railway station building including passenger amenities & office space for railway personnel; other components as per scope components I & II (clause 1.6.7) including skywalk, FOB, underpass, OHE, S&T works is also not clear.</p> <p>Requesting the client to kindly clarify the architecture design scope for railway station building and other structures.</p>	<p>Part of scope of work for the GC.</p> <p>The referred clause is self-explanatory in this regard.</p>

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

47	Section 6, Clause 1.6.7, Page no. 90 & 92	Seeking all clearances and approval; Coordination for applicable clearances and approval	We understand that the consultant’s scope include coordination with client and providing required assistance to the client regarding applicable clearances and approvals.	Apart from Environmental Clearance (EC), all other clearances and approvals required for the project are part of scope for the GC
			Requesting the client to confirm.	
48	Section 6, Clause 1.6.7, Page no. 92; Clause 1.6.8, Page no. 93	Value addition to the master plan of commercial development; The GC shall undertake Master planning of commercial development	We understand that the consultant’s scope include reviewing the plans prepared and suggesting value additions for commercial development.	Part of scope of work for the GC.
			Requesting the client to kindly clarify the master planning scope for commercial development for scope component III.	The referred clause is self-explanatory in this regard.
49	Section 6, Clause 9.2, Page no. 128	The GC shall develop the office layout plans and cost estimate for authority’s approval prior to office build-out.	We understand the requirement of establishing a project office by the consultant.	The referred clause is self-explanatory in this regard.
			Requesting the client to clarify if the consultant can use its existing office space in Gurugram for the duration of the project.	
50	Section 6, GCC 3.7 (Page No. 158)	The GC's liability and the Authority’s remedies under this Contract shall be in addition to and not in derogation of the Authority’s rights and remedies under Applicable Law.	Requesting the client to please add the following clause:	The conditions of the RfQ cum RfP remains unchanged.
			“Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom”.	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

51	Section 6, GCC Clause 3.8 (Page No. 158)	<p>II. SPECIAL CONDITIONS OF CONTRACT</p> <p>Professional Liability Insurance - The Consultant 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Employer shall be designated as a beneficiary in the Professional Liability Insurance procured by the Consultant. In the event, the Consultant does not intend to procure a separate Professional Liability Insurance policy in respect of this Contract, the Consultant’s general Professional Liability Insurance policy shall procure endorsement of Employer’s name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance</p> <p>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 the Consultant is a JV / Consortium, the policy should be in the name of the JV / Consortium / association entity and not by the Members</p>	<p>We understand that large consultancy organisation generally take insurances for their overall contract obligation under an Umbrella policy. We request you to confirm if the same should be acceptable subject to attestation of client name on the policy documents.</p> <p>In case the Consultant is a JV / Consortium, the policy would be considered on the name of each entity, if already in place under their umbrella policy.</p>	The conditions of the RfQ cum RFP remains unchanged.
52	Page 91, clause 3a,3b	External road connectivity scope	We understand that the construction supervision provision scope is with UPPWD/NHAI/GNIDA and the scope of GC is till Design stage.	Coordination with UPPWD/ NHAI/, UPSBC, Irrigation, UPPTCL, UPSRTC etc., GNIDA during the construction phase is part of scope of work for GC.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

53	Page 91, clause 2a	Design & construction of MRTS	Please clarify the scope of GC at Design & Construction stage.	Coordination with NMRC during the design and construction phase is part of scope of work for GC.
54	Page 93, clause 2a,2c	Railway Station Building including passenger amenities & office space for Railway personnel ISBT & LBT	Please specify the approximate built up area Envisage for the Railway station building ISBT, LBT & MRTS.	Part of scope of work for the GC.
55	Page 93, clause 2b	Railway staff quarters	1) Please specify the number of Railway staff quarters considered. 2) Will there be a single typology for all the Railway staff Quarters? 3) Will there be grade wise differentiation in the types of Quarters? 4) If the answer to question nos. 3 is yes, Pls provide the percentage distribution of the typologies along with approx. area for the individual typologies?	Part of scope of work for the GC.
56	Page 17, Clause 5.8	No JV/Consortium is allowed for this bid	We request to kindly allow consortium for this project.	The conditions of the RfQ cum RFP remains unchanged.
57	Section 2, Clause 15.1.7, 15.2, Page 28-29,	Technical Bid Evaluation	We request you to kindly consider private sector projects also in the Prequalification and Technical Bid Evaluation.	The conditions of the RfQ cum RFP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

58	Section 3, Clause ITB 15.2.3.1 to 15.2.3.3, Page 38-39	Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments exclusively in the railway sector comprising of station development as one of the component/ railway station development projects	<p>Since very few station building projects are completed in India, we request you to kindly amend the clause as mentioned below:</p> <p>1a) Additional three (3) marks shall be given to those Bidders who have completed / substantially completed experience of similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments exclusively in the railway sector comprising of station development as one of the component/ railway station development projects.</p> <p>2b) Additional three (3) marks shall be given to those Bidders who have completed / substantially completed experience of similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments exclusively in the railway sector</p> <p>2c) Additional two (2) mark shall be given to those Bidders who have completed / substantially completed experience of similar assignments in railway station development projects</p>	The conditions of the RfQ cum RfP remains unchanged.
59	Page 132, Clause 17.1.1	<p>Team Leader</p> <p>Graduate in Civil Engineering and MBA/ Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent</p>	<p>We request you to kindly consider Master’s in Civil Engineering also for the team leader position.</p> <p>Please amend the clause as follows:</p> <p>Graduate in Civil Engineering and MBA/ Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Civil Engineering/Construction Management / Urban Planning / Architecture or equivalent</p>	<p>The referred clause is self-explanatory in this regard.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>
60	Page 132, Clause 17.1.6	<p>Structural Design Expert</p> <p>Graduate in Civil Engineering and Master’s Degree / PGD in Structural Engineering or equivalent</p>	<p>We request to kindly amend the clause as follows:</p> <p>Graduate in Civil Engineering and preferably master’s degree / PGD in Structural Engineering or equivalent</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

61	Page 132, Clause 17.1.6	Procurement & Contract Specialist Graduate in Civil Engineering and master’s degree / PGD in relevant field	We request to kindly amend the clause as follows: Graduate in Civil Engineering	The conditions of the RfQ cum RfP remains unchanged.
62	Page 164, Clause 6.1.8	Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with clauses 1.8, 5.5, 5.6 and 6.1.6, the Parties agree and acknowledge that at no time shall: (a) the fees payable pursuant to clauses 6.1.2 (d) and 6.1.4 together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling; and (b) the aggregate sums (including reimbursable OPEs) payable pursuant to clauses 6.1.2 and (d) together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.	In case, additional man months are required over and above the estimated man months given in the RFP, the cost of additional man months shall be paid by the client to the consultant over and above the contract value. Please confirm.	The conditions of the RfQ cum RfP remains unchanged. Further, please refer to clause 5.5. and 6.0 of Section VII: General Conditions of Contract which is self-explanatory in this regard
63	Page 163, Clause 6.1.3	Payment Terms: The sum payable to the Consultant under each monthly invoice shall consist of two (2) parts, the fees and reimbursable OPEs and such sum shall be determined as follows: (a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Key Personnel and Additional Personnel for the services to complete such milestone, as calculated in accordance with clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted	Since the deployment of experts will vary based on the progress of the project and could lead to negative cash flow to the consultants, we request you to kindly allow consultant to quote lumpsum price for this project and the payment terms to be milestone based rather than lower of the time spent by the experts and milestone %age.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		Personnel rates for the Key Personnel and the Additional Personnel as envisaged in clause 6.1.66.1.6 of the GCC;		
64	Page 159, Clause 4.2.1	Removal and / or Replacement of Personnel	Since this is a long duration project, we request you to kindly consider replacement of not more than two (2) four (4) Key Personnel and there shall be not more than two (2) replacements for any particular position.	The conditions of the RfQ cum RfP remains unchanged.
65	Page 166, Clause 8.2	8.2 The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year.	We request you to kindly limit the liquidated damages to 5% of the contract value of the Yearly Fee Ceiling for the First Year or any Subsequent Year.	The conditions of the RfQ cum RfP remains unchanged.
66	5.8 Bids by JV / Consortium and Sub-clause 5.8.1 Page No. 17	No JV/Consortium is allowed for this bid	It is observed that in this bid, JV/Consortium are not allowed thereby depriving the consultants not meeting the criteria but otherwise have the potential to participate & compete in the bid of DMIC. It is pertinent to mention here that in MoRTH, NHAI & other prestigious Central/State Govt. Organization’s also allow the same in all their bids.	The conditions of the RfQ cum RfP remains unchanged.
	5.8 Bids by JV / Consortium and Sub-clause 5.8.1 Page No. 17		Sir, you would appreciate that allowing JV/Consortium Partner in the bids of above said work will bring in & encourage new consultants thereby creating a competition between various consultants which will eventually in the interest & benefit of the DMIC. In view of the above, we humbly request your good self to kindly consider and permit the JV/Consortium, if allowed than jointly meet-up the criteria.	
67	15.1 Pre-Qualification Criteria &	15.1.6 Average Annual Turnover including consultancy services over the last three (3) years	We hereby request you to kindly consider the turnover for the last 3 Financial Years as 2020-21, 2021-22 & 2022-23 in place of 2019-20, 2020-21 & 2021-22.	Form 4D Annual

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	Sub-Clause 15.1.6 At Page no. 28 & Form 4D At Page no. 48	ending 31st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor /Chartered Accountant. & FORM 4D: PREQUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER FOR FINANCIAL YEARS) 1. 2019-20 2. 2020-21 3. 2021-22		Turnover (in INR) is to be provided for the last 3 Financial Years 1. 2020 - 21 2. 2021 - 22 3. 2022 - 23
68	5.8 Bids by JV /Consortium and Sub-clause 5.8.1P age No. 17	No JV/Consortium is allowed for this bid	We hereby request you that JV/ Consortium may please be permitted and if permitted than JV/ consortium should jointly fulfill the criteria.	The conditions of the RfQ cum RfP remains unchanged.
69	15.1 Pre-Qualification Criteria & Sub-Clause 15.1.6 At Page no. 28 & Form 4D At Page no. 48	15.1.6 Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor /Chartered Accountant. & FORM 4D: PRE-QUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER FOR FINANCIAL YEARS) 1. 2019-20 2. 2020-21 3. 2021-22	We hereby request you to kindly consider the turnover for the last 3 Financial Years as 2020-21, 2021-22 & 2022-23 in place of 2019-20, 2020-21 & 2021-22.	Form 4D Annual Turnover (in INR) is to be provided for the last 3 Financial Years 1. 2020 - 21 2. 2021 - 22 3. 2022 - 23
70	Page no-28 Section 15.1.7	Experience of having successfully completed/ substantially completed at least three Project management consultancyat least one (1) of the assignment shall be more than INR 20 crore or the project cost....INR 500 crore	It is requested that the minimum Fee requirement for the desired one project be reduced to Rs 10 crores.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

71	Page 17 Section- 5.8.1 & Page 38 Section ITB 15.2.2	No JV allowed.	Section 1.6.1 of RFP mentions that MMTH is an emerging concept in India. No single firm would have the desired experience in all the various categories as listed in Section ITB 15.2.2. Request you to allow the applicant to form a JV/Consortium as this is a multi-disciplinary assignment. This will also help reputed international firms to participate in JV with Indian firms for bidding. PI also allow to use credentials of an entity’s parent company credentials if the bidding entity is a fully owned subsidiary of an MNC.	The conditions of the RfQ cum RFP remains unchanged.
72	Page NO. 28 TBP:15.1.6	Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 100 crore	Please consider the minimum turnover criteria to be met jointly by all the consortium members.	The conditions of the RfQ cum RFP remains unchanged.
73	Page 39 Section 15.2.2	Qualification and experience of Proposed Key personnel = 30 marks	Please consider higher marks for the proposed Key personnel as against reserved 30 marks.	The conditions of the RfQ cum RFP remains unchanged.
74	Page 36, ITB 2.3	Bid due date: 28-06-2023	Kindly provide minimum 3 weeks after Pre-bid queries are released.	Please Refer the Corrigendum-1
75	Page 36, Section ITB 2.1	Quality cum Cost Based Selection (QCBS) method (70:30)	Generally, RFP under DMICDC/ NICDC consider QCBS selection method with weightage 80:20 (Technical: Financial). This being an assignment of national importance, it is requested to keep the same weightage with Technical – 80% and Financial -20%	The conditions of the RfQ cum RFP remains unchanged.
76	Section – 3 Bid Data Sheet Clause - ITB 5.8 Page no. 17 Section – 2 Introduction to Bidders (ITB) Clause 15.2 Technical Bid	No JV/Consortium is allowed for this bid 15.2 Technical Bid Evaluation 15.2.3.1 Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services. 15.2.3.2. Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design	We request the concern authority to kindly allow Joint venture Partnership for the project because based on the type of requirement the project needs, it would be difficult for any sole firm to fulfil the role of General Consultant. Not only it will enhance the number of participation but will also increase the quality of work.	The conditions of the RfQ cum RFP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	<p>Evaluation Page no. 29</p>	<p>consultancy services / proof checking of civil structural design services.</p> <p>15.2.3.3 Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning or architectural design services.</p> <p>15.2.3.4. Experience of having successfully completed/ substantially completed consultancy assignment involving DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub.</p>		
77	<p>Section – 2 Introduction to Bidders (ITB) Clause 9.7.2 Cover II – Financial Bid Page no. 22 of 184</p>	<p>All the costs associated with the Assignment shall be included in the Financial Bid. These shall normally cover remuneration for all the Personnel including Additional Personnel (field, office, etc), accommodation, Travelling Allowance (TA) / Dearness Allowance (DA), air fare, transportation, equipment, printing of documents, secondary & primary data collection, other Engagement of GC for development of MMTH at Greater Noida in the state of U.P. under DMIC Project May 2023 Page 23 of 184 overhead expenditures etc. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final & binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected;</p>	<p>We request the Authority to kindly clarify whether the overhead expenses and expenses related to accommodation, travelling etc. will be a part of OPE as per FORM 5D: OPES (DIRECT) or will have to be incorporated under the remuneration of the Key experts.</p>	<p>The referred clause is self-explanatory in this regard.</p>

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

78	Section – 5 Financial Bids Standard Forms FORM 5D: OPES (DIRECT) Page no. 79 of 184 Section – 6 Terms Of Reference Clause 3: Objective of the Assignment Page no. 95 of 184	Item	Qty	Rate	Year - 1	Year s-2	Year s-3	Year s-4	T o t a l	As per the Form 5D: OPES (DIRECT) a single cost of expense is to be provided for the Site survey investigation but as per the objective of the assignment the type of investigation has been provided.	The referred clause is self-explanatory in this regard.
		Site Survey Investigation Expenses *								Hence, we request the authority to kindly clarify whether the firm has to provide a single cost for the site survey investigations or does the firm has to provide an individual cost for every survey investigation.	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		<p>3.4.4.4 Traffic studies including traffic surveys, axle load survey and demand forecasting for next thirty years;</p> <p>3.4.4.5 Inventory and condition surveys for the external connectivity road projects;</p> <p>3.4.4.6 Inventory and condition surveys for bridges, cross-drainage structures, other Structures, river bank training/protection works and drainage provisions;</p> <p>3.4.4.7 Detailed topographic surveys using LiDAR equipped with minimum engineering grade system or any other better technology having output accuracy not less than (a) specified in IRC SP 19 (b) Total Station (c) GPS/ DGPS. The use of conventional high precision instruments i.e Total Station or equivalent can be used at locations such as major bypasses, water bodies etc. where it may not be possible to survey using LiDAR. Use of mobile / Aerial LiDAR survey is preferable.</p> <p>3.4.4.8 Pavement investigations;</p> <p>3.4.4.9 Sub-grade characteristics and strength: investigation of required sub-grade and sub- soil characteristics and strength for road and embankment design and sub soil investigation;</p>		
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

79	Section – 5 Financial Bids Standard Forms FORM 5D: OPES (DIRECT) Page no. 79 of 184	FORM 5D: OPES (DIRECT) (All amounts / rates in INR)							We request the authority to kindly clarify whether the OPES (Direct) will be part of Financial Evaluation to determine the H1 bidder or not.
		Item	Qty	Rate	Year - 1	Year s-2	Year s-3	Year s-4	T o t a l
		(A)							
		Site Surve y Invest igatio n Expen ses*							
		(B)							
		IT and Office maint enanc e (Provi sional)**			8 0 0 0 0 0	8000 00	8000 00	8000 00	3 2 0 0 0 0
		MIS Hard ware and Softw are (Provi sional)***			1 2 0 0 0 0 0	1200 000	1200 000	1200 000	4 8 0 0 0 0
		Total							

The referred clause is self-explanatory in this regard.

Refer form 5E.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

80	<p>15.1 Pre-qualification Criteria, 15.1.7 Page No. 28 of 184</p>	<p>Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.</p> <p>Notes: a) The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process. “Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date; b) Copy of work order / letter of award / contract agreement alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify; c) The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to this RFQ cum RFP</p>	<p>We also request to increase the period from last 10 Years to 15 Years as on bid submission date and consider experience from parent and group of entities.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	<p>document. Any such verification or absence of verification by the Authority shall not in any manner whatsoever relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority; and</p> <p>d) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Bidder or if the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected as the successful Bidder (either by issuance of the Work Order or entering into of the Contract), and if the successful Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the successful Bidder. In such an event, the Authority shall, without prejudice to any other right or remedy that may be available to the Authority, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority; provided that in the event the Performance Security has not been provided, the Authority have the right to forfeit the Bid Security and the Bidder or the successful Bidder, as the case may be, shall be liable for the difference.</p>		
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

81	15.2 Technical Bid Evaluation, 15.2.3.1	Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years	We request to increase the period from last 10 Years to 15 Years as on bid submission date and consider experience from parent and group of entities.	The conditions of the RfQ cum RfP remains unchanged.
82	15.2 Technical Bid Evaluation, 15.2.3.2	Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports/ Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR One (1) Crore or the project cost for which the said consultancy services has been provided shall be more than INR 250 crore; To qualify for marking, out of the projects showcased, at least one project should have been	We request to increase the period from last 10 Years to 15 Years as on bid submission date and include experience from feasibility studies with consideration of experience from parent and group of entities.	The conditions of the RfQ cum RfP remains unchanged.
	Page No. 29 of 184			

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		completed/substantially completed within the last 5 years		
83	15.2 Technical Bid Evaluation, 15.2.3.3 Page No. 29 of 184	Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning or architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects / Logistics Parks / Ports/ Dry Ports / Airports, out of which the fee of at least one (1) of the assignment shall be more than INR One (1) Crore; and (2) construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years	<p>We request to increase the period from last 10 Years to 15 Years as on bid submission date and include experience from DPR studies with consideration of experience from parent and group of entities.</p> <p>Consultancy services doesn't necessary include support during construction stage and hence to prove that the construction work started on the same can't be possible therefore respective in nature. Request you to remove “(2) construction work must have started on at least one (1) of the assignment” from clause.</p>	The conditions of the RfQ cum RfP remains unchanged.
84	15.2 Technical Bid Evaluation, 15.2.3.4 Page No. 29 of 184	Experience of having successfully completed/ substantially completed consultancy assignment involving DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub for which the fee shall be more than INR One (1) Crore. A project would be designated as transportation hub if it includes passenger movement and includes two or more modes of service.	<p>We request to increase the period from last 10 Years to 15 Years as on bid submission date and consider experience from parent and group of entities.</p> <p>We understand that the Mode of transport is a term used to distinguish between different ways of transportation or transporting people or goods and include Public Transport, Intermediate Public Transport, Non-Motorized Transport, Private Transport, Goods Transport etc. Request your clarification</p>	The conditions of the RfQ cum RfP remains unchanged.
85	SECTION 3: BID DATA SHEET, 1TB 3.0 Pre-bid Meeting Page No. 36 of 184	Pre-bid Meeting Date: 09 June 2023 Time: 1600 Hrs (IST) Venue: DMIC IITGNL, 11th Floor, Tower-1, Greater Noida Industrial Development Authority, Greater Noida, Uttar Pradesh – 201308	We request you for a virtual pre-bid meeting for better participation and share the link for the same through email.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

86	SECTION 3: BID DATA SHEET, (1) Relevant Experience for the Assignment	1) Relevant Experience for the Assignment Clause 15.2.3.1	Additional marks clause for railway station are restrictive nature as MMTH is not only restricted to railway station therefore we request to remove the clause of additional marks and to bring better participation we request you to amend the clause as below:	The conditions of the RfQ cum RFP remains unchanged.
	Page No. 38 of 184	• >1 and <= 3 Projects: 08 Marks		
		• >3 and <= 5 Projects: 10 Marks	• >Projects: 10 Marks	
		• >5 Projects: 12 Marks	• > Projects: 15 Marks	
			Maximum -15 Marks	
	Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments exclusively in the railway sector comprising of station development as one of the component/ railway station development projects			
87	SECTION 3: BID DATA SHEET, (1) Relevant Experience for the Assignment Page No. 38	1) Relevant Experience for the Assignment Clause 15.2.3.2	Additional marks clause for railway station are restrictive nature as MMTH is not only restricted to railway station therefore we request to remove the clause of additional marks and to bring better participation we request you to amend the clause as below:	The conditions of the RfQ cum RFP remains unchanged.
		• >1 and <= 3 Projects: 08 Marks		
		• >3 and <= 5 Projects: 10 Marks	• >Projects: 10 Marks	
		• >5 Projects: 12 Marks	• > Projects: 15 Marks	
			Maximum -15 Marks	
	Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments exclusively in the railway sector comprising of station development as one of the component/ railway station development projects			

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

88	DATA SHEET, (1) Relevant Experience for the Assignment Page No. 38 & 39 of 184				Additional marks clause for railway station are restrictive nature as MMTH is not only restricted to railway station therefore we request to remove the clause of additional marks and to bring better participation we request you to amend the clause as below:			
		2c	Clause 15.2.3.3	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 04 Mark <ul style="list-style-type: none"> • >3 and <= 5 Projects: 06 Marks <ul style="list-style-type: none"> • >5 Projects: 08 Marks 	10		2c	Clause 15.2.3.3
		Additional two (2) mark shall be given to those Bidders who have completed / substantially completed similar assignments in railway station development projects						
89	SECTION 3: BID DATA SHEET, (1) Relevant Experience for the Assignment Page No. 39 & 40 of 184	(2) CVs of Key Expert- Sub-Criteria for each Key Expert - C. Association with Firm - 10%			Capacity of Firms/Bidders under participation can be evaluated basis the no. of staff on payroll, technical staff if available with the firm are generally deployed on various projects under execution therefore marking based on association with firm becomes restrictive and restrict participation. We request you to remove this clause	The conditions of the RfQ cum RfP remains unchanged.		
90	FORM 4A: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM and FORM 41: TECHNICAL PROPOSAL SUBMISSION FORM	11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / Managers / employees.			We request you to amend point 10 and include “We further certify that no investigation by a regulatory authority is pending either against us or our Associates or against our CEO or any of our designated partners.”	The conditions of the RfQ cum RfP remains unchanged.		

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	Page No. 43 & 44 OF 184 and 56 & 57 of 184	12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the abovementioned Assignment.	We request to remove point 12 as this is not acceptable. Please note that there are few legal terms that we want to incorporate in the service agreement. Subject to our proposal, we undertake to abide all the terms and conditions of this RFP document	
		17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.		
91	FORM 4F: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE Page No. 50 OF 184		We suggest for following edits in the format: “Know all men by these presents, -----(Name of Authorized Person) on behalf of -----(company Name) a Private Limited/Limited Liability Partnership with Identity Number ----- (hereinafter referred to as the "Private Limited/LLP") having registered office at” “AND the Private Limited/LLP do hereby agree to ratify and confirm that all acts, deeds and things done or caused to be done by our said Attorney pursuant.....”	The conditions of the RfQ cum RfP remains unchanged.
92	Indemnity		The Client shall also indemnify and hold harmless the Consultant/Bidder for any losses incurred or damages suffered due to: Third party claims. Any fraud, misrepresentation or omission of facts by the Client or its personnel	The conditions of the RfQ cum RfP remains unchanged.
93	Liability		We request you to restrict Limitation of liability to the Contract Value	The conditions of the RfQ cum RfP remains unchanged.
94	Limitation of the Agency' Liability towards the Client		We request that in no event shall the Consultant/ Bidder be liable to the Client or to any third party for any indirect, consequential, exemplary, punitive or special damages arising out of or in relation to this Agreement. The aggregate liability of Consultant/ Bidder shall be capped to the fees paid by the Client to the Consultant/ Bidder for the assignment.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

95	Risks and coverage		Please note that we have following insurance:	The conditions of the RfQ cum RFP remains unchanged.
			1. Commercial General Insurance-15 Crore	
			2. Professional Indemnity Insurance- 30 Crore	
			3. Cyber Insurance - 15 Crore	
4, Crime Insurance 15 Crore				
96	Additional Clause	Termination of the Agreement	to terminate the agreement in case:	The conditions of the RfQ cum RFP remains unchanged.
			<ul style="list-style-type: none"> • Its invoices are not cleared on time • The client doesn't comply with the terms of the agreement. 	
			Request to contract the same in draft contract agreement format.	
97	Additional Clause	Indemnity Clause	We would like to request you kindly add the indemnity clause under the Terms of Reference	The conditions of the RfQ cum RFP remains unchanged.
98	Additional Clause	Non-Solicitation	We would like to request you kindly add the non-Solicitation clause under the Terms of Reference	The conditions of the RfQ cum RFP remains unchanged.
99	Additional Clause	Non-Exclusivity	We would like to request you kindly add the non-Exclusivity clause under the Terms of Reference	The conditions of the RfQ cum RFP remains unchanged.
100	Additional Clause	Retention of confidential information & Compelled disclosure	We would like to request you kindly add the Retention of confidential information & Compelled disclosure clause under the Terms of Reference	The conditions of the RfQ cum RFP remains unchanged.
101	General	There are various words such as “ Contract Fee Ceiling ”, “ Professional fees and Reimbursable Expenditures ”, “ material breach ” that are used in the RFP but has not been defined in the definition section.	Please clarify.	The conditions of the RfQ cum RFP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

102	GENERAL CONDITIONS OF CONTRACT Clause 38 Page No. 172	<p>Professional Liability Insurance –</p> <p>The GC 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling....”</p>	<p>Since the contract is for a period of 1 year and extended maximum for 4 years, it is requested that the GC be allowed to provide insurances for the contract period only and not beyond that.</p> <p>Also, Contract Fee Ceiling has not been defined anywhere in the RFP.</p> <p>Therefore, consider amending in the following manner.</p> <p><i>“The GC 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for the Contract period as specified in the SCC a period of five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Yearly Contract Value Ceiling...” Contract Fee Ceiling.</i></p>	The conditions of the RfQ cum RfP remains unchanged.
103	GENERAL CONDITIONS OF CONTRACT Clause 3.8 Page No. 158	<p>Insurance to be taken out by the GC</p> <p>The insurance policies so procured shall mention the Authority as the beneficiary of the GC and the GC shall procure an undertaking from the insurance company in this regard.</p>	<p>Request you to please take note that the insurance policy that the GC will obtain must be in the GC's name and not in Authority as beneficiary. Hence request you to please amend the below clause.</p> <p>Insurance to be taken out by the GC</p> <p>“....The insurance policies so procured shall mention the Authority as the beneficiary of the GC and the GC shall procure an undertaking from the insurance company in this regard.”</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

104	GENERAL CONDITIONS OF CONTRACT Clause 7.1.2 Page 166	<p>Extension of time</p> <p>7.1.2. The GC shall, within seven (7) days of learning of any cause of delay specified in Clause 7.1.2 above, intimate the Authority of the same with details relevant to such cause, extent and the contemplated delay upon the performance of the services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of services affect by such breach or default of the Authority. The GC agrees and acknowledges that any extension of time under this Clause 6 shall not of itself entitle the GC to an adjustment of the rates, the Work Order Value, Yearly Fee Ceilings, Yearly Contract Value Ceiling, the Contract Fee Ceiling, or the Contract Value Ceiling.</p>	<p>In case the performance is delayed due to reasons not attributable to the GC, it shall be entitled to adjustment of rates.</p> <p>Please clarify.</p>	The referred clause is self-explanatory in this regard.
	GENERAL CONDITIONS OF CONTRACT Clause 7.2 Page no: 166	<p>7.2: Suspension</p> <p>7.2.1: The Authority may, from time to time and without assigning any reasons, by notice to the GC, suspend the carrying out of the Assignment or any part thereof and the GC shall, on the written order of the Authority suspend the carrying out of the Assignment or any part thereof for such time or times and in such manner as the Authority may reasonably require.</p>	<p>It is requested to Authority to please specify detailed reason for suspension of services in the written notice. Hence please amend the clause as follows</p> <p><i>Clause 7.2.1: The Authority may, from time to time and without with assigning any reasons, by notice to the GC, suspend the carrying out of the Assignment or any part thereof and the GC shall, on the written order of the Authority suspend the carrying out of the Assignment or any part thereof for such time or times and in such manner as the Authority may reasonably require.</i></p>	The conditions of the RfQ cum RfP remains unchanged.
106	GENERAL CONDITIONS OF CONTRACT Clause 6.1.9, Page 165	<p>6. Payment to GC</p> <p>6.1.9 The Parties agree and acknowledge that the Authority have no obligation to make, and may withhold any payments to the GC at any time when the GC is in material breach of any the terms or</p>	<p>The word material breach has not been defined anywhere in the RFP. Please clarify</p> <p>Also, request you to not withhold the payments of the GC since the Authority has other remedies available under the Contract (levy of liquidated damages, termination etc.) Therefore, kindly consider deleting this Clause.</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		provisions of this Contract. On payment. On the payment date next succeeding the date on which all such material breaches have been remedied, the Authority shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Authority in an effort to remedy any such breaches or the costs incurred by the Authority as a result thereof.		
107	GENERAL CONDITIONS OF CONTRACT	8. Liquidated Damages	Please amend in the following manner:	The conditions of the RfQ cum RfP remains unchanged.
	Clause 8.2, Page 166	8.2. The aggregate maximum of liquidated damages payable to the Authority under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any subsequent year.	<i>“8.2. The aggregate maximum of liquidated damages payable to the Authority under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any subsequent year.”</i>	
108	GENERAL CONDITIONS OF CONTRACT		Since the indemnification liability of the GC also included the breach in its obligations, it is requested to make this Clause subject to the “limitation of liability” clause i.e. Clause No. 3.7 wherein the liability is capped to the yearly contract fee.	The conditions of the RfQ cum RfP remains unchanged.
	Clause 10.2.1, Page 168	10.2. Indemnity	Also consider deleting the word “indirectly” since the GC shall not be liable for any indirect.	
			Amend the clause in the following manner:	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		<p>10.2.1. The GC agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the GC of any obligations under this Contract; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the GC including professional negligence or misconduct of any nature whatsoever in relation to Assignment rendered to the Authority; (c) death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the GC or any personnel of the Authority) or loss of or damage to any property of the Authority or any third party (d) infringement of the Intellectual Property Rights of the third party (failure to pay statutory dues and taxes) (collectively “Indemnified Matter”).</p>	<p><i>“The GC agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation to the extent related to or arising out of, whether directly, (a) the breach by the GC of any obligations under this Contract; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the GC including professional negligence or misconduct of any nature whatsoever in relation to Assignment rendered to the Authority; (c) death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the GC or any personnel of the Authority) or loss of or damage to any property of the Authority or any third party (d) infringement of the Intellectual Property Rights of the third party (failure to pay statutory dues and taxes) (collectively “Indemnified Matter”).</i></p> <p><i>Notwithstanding anything contained herein, the GC shall not be liable to indemnify the Authority for any value exceeding the Yearly Contract Value Ceiling”</i></p>	
109	SPECIAL CONDITIONS OF CONTRACT	<p>The following Clause shall be added in Clause 3.7 of the GCC:</p> <p>(a) Except in case of negligence, fraud or willful misconduct on the part of the GC or on the part of any person or firm acting on behalf of the GC in carrying out the Assignment, the GC, with respect to damage caused by the GC to the Authority’s property, the GC shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the GC hereunder or the insurance proceeds available under the professional liability insurance obtained by the GC, whichever is higher.</p>	<p>The word Professional Fees and Reimbursable Expenditure has not been defined anywhere in the RFP.</p> <p>Please amend in the following manner by including the words in “red” and deleting the words in strikethrough.</p> <p>(a) Except in case of gross negligence, fraud or willful misconduct on the part of the GC or on the part of any person or firm acting on behalf of the GC in carrying out the Assignment, the GC, with respect to damage caused by the GC to the Authority’s property, the GC shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p>	The conditions of the RfQ cum RFP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

			(ii) for any direct loss or damage that exceeds the Yearly Contract Value Ceiling total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the GC hereunder or the insurance proceeds available under the professional liability insurance obtained by the GC, whichever is higher.	
110	SPECIAL CONDITIONS OF CONTRACT	3.7...This limitation of liability shall not affect the GC's liability, if any, for damage to third parties (i.e. any person other than the Authority or the GC) caused by the GC or any person or firm acting on behalf of the GC (including Sub-consultants and Personnel) in carrying out the Assignment, including by way of indemnity to the Authority	<p>The limitation of liability clause excludes the indemnification liability which makes the clause infructuous.</p> <p>Therefore, please consider amending the clause in the following manner:</p> <p><i>“...This limitation of liability shall not affect the GC's liability, if any, for damage to third parties (i.e. any person other than the Authority or the GC) caused by the GC or any person or firm acting on behalf of the GC (including Sub-consultants and Personnel) in carrying out the Assignment, including by way of indemnity to the Authority”</i></p>	The conditions of the RfQ cum RfP remains unchanged.
111	Section 6, Clause No. 7 Detailed Scope of Work for the assignment, Sub-Clause 7.4.1 Page No. 123 of 184	Services to be provided during Defect Liability Period (DLP) of the contract with contractor	Kindly clarify the duration of Defect Liability period. Also Please clarify the method of payment during defect liability period.	The referred clause is self-explanatory in this regard.
112	GCC Clause No. 6.6	Milestones for the First Work Order	Kindly clarify whether the payment term is based on milestone basis or it is based on the monthly deployment of Key Personnel and Additional Personnel.	The referred clause is self-explanatory in this regard.
113	GCC Clause No. 6.1	Payment Terms	Request to kindly make payment schedule on project experts man month & their work schedule basis instead of project millstone basis. This is the standard clause in all GC tenders.	The referred clause is self-explanatory in this regard.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

114	9.7.1.2 Part 2: Technical Bid, i, Page no. 21	The Team Leader proposed must be permanent full-time employee of the Bidder who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	Further to the clause, we would like to apprise you that the many of the consultants having Team Leaders working with Firm are engaged on their current projects and the average tenure for completion of works is around 3 to 4 years. Hence proposing permanent/full-time contract employee will be a contractual breach on current project for which consultant has to bear penalties. Considering the above fact, we request to please remove the clause.	The conditions of the RfQ cum RfP remains unchanged.																																										
115	SECTION 3: BID DATA SHEET, Page no.39	<p>(2) CVs of Key Expert - Sub-Criteria for each Key Expert:</p> <table border="1" data-bbox="331 602 932 1261"> <thead> <tr> <th>Parameters</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>A. General Qualifications</td> <td>20%</td> </tr> <tr> <td>A1. Education</td> <td>10%</td> </tr> <tr> <td>A2. Professional experience</td> <td>5%</td> </tr> <tr> <td>A3. Training and publications</td> <td>5%</td> </tr> <tr> <td>B. Adequacy for the Assignment: Project related</td> <td>70%</td> </tr> <tr> <td>B1. Experience in similar capacity / broad sector</td> <td>30%</td> </tr> <tr> <td>B2. Experience relevant to ToR / Assignment</td> <td>30%</td> </tr> <tr> <td>B3. Overseas / International Experience</td> <td>10%</td> </tr> <tr> <td>C. Association with Firm</td> <td>10%</td> </tr> <tr> <td>C1. Full time permanent staff</td> <td>6%</td> </tr> <tr> <td>C2. Years of Association</td> <td>4%</td> </tr> </tbody> </table>	Parameters	Marks	A. General Qualifications	20%	A1. Education	10%	A2. Professional experience	5%	A3. Training and publications	5%	B. Adequacy for the Assignment: Project related	70%	B1. Experience in similar capacity / broad sector	30%	B2. Experience relevant to ToR / Assignment	30%	B3. Overseas / International Experience	10%	C. Association with Firm	10%	C1. Full time permanent staff	6%	C2. Years of Association	4%	<p>We request to kindly modify the criterion to</p> <table border="1" data-bbox="932 602 1619 1261"> <thead> <tr> <th>Parameters</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>A. General Qualifications</td> <td>40%</td> </tr> <tr> <td>A1. Education</td> <td>30%</td> </tr> <tr> <td>A2. Professional experience</td> <td>5%</td> </tr> <tr> <td>A3. Training and publications</td> <td>5%</td> </tr> <tr> <td>B. Adequacy for the Assignment: Project related</td> <td>60%</td> </tr> <tr> <td>B1. Experience in similar capacity / broad sector</td> <td>35%</td> </tr> <tr> <td>B2. Experience relevant to ToR / Assignment</td> <td>20%</td> </tr> <tr> <td>B3. Overseas / International Experience</td> <td>5%</td> </tr> </tbody> </table>	Parameters	Marks	A. General Qualifications	40%	A1. Education	30%	A2. Professional experience	5%	A3. Training and publications	5%	B. Adequacy for the Assignment: Project related	60%	B1. Experience in similar capacity / broad sector	35%	B2. Experience relevant to ToR / Assignment	20%	B3. Overseas / International Experience	5%	The conditions of the RfQ cum RfP remains unchanged.
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

116	Section-1, Clause 2.2, (iv), Page no.9	Bid Due Date and time	We request to please extend the bid submission date by at least 21 working days from the date of your prebid reply. Please confirm.	Please Refer the Corrigendum-1
117	15.1 Pre-Qualification Criteria & Sub-Clause 15.1.6 At Page no. 28 of 184 & Form 4D At Page no. 48 of 184	15.1.6 Average Annual Turnover including consultancy services over the last three (3) years ending 31 st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor /Chartered Accountant. & FORM 4D: PRE-QUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER FOR FINANCIAL YEARS)	It is hereby requested you to kindly allow the turnover for the last 3 Financial Years as given below: 1. 2020-21 2. 2021-22 3. 2022-23	Form 4D Annual Turnover (in INR) is to be provided for the last 3 Financial Years 1. 2020 - 21 2. 2021 - 22 3. 2022 - 23
118	5.8 Bids by JV / Consortium and Sub-clause 5.8.1 At Page 17 of 148	No JV/Consortium is allowed for this bid	For better & healthier competition, We request you to kindly allow the JV/ Consortium and if allowed; than consortiums should fulfill the criteria jointly.	The conditions of the RfQ cum RfP remains unchanged.
119	Bids by JV/Consortium Page 17 of 184, Clause 5.8	No JV/Consortium is allowed for this bid.	In such opportunity where there is requirement of diverse manpower, either Consortium or JV should be allowed to pool-in good resources with varied expertise, available with different firms. We hence request you to kindly relax this clause and allow companies to form JV/Consortium.	The conditions of the RfQ cum RfP remains unchanged.
120	Technical Bid Evaluation Page no. 29 of 194, Clause 15.2	Technical Bid Evaluation	We request you to kindly allow wholly owned Indian subsidiary to demonstrate the technical capabilities of it's parent company. This will allow better pooling of competencies and resources for project.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

121	Clause 5.8.1 No JV	Consortium is allowed for this bid	This being a very last project and lot of experts are required hence for we request you to allow JV/Consortium of min 2 members in this project so that reputed companies jointly bid and render their quality services to your department	The conditions of the RfQ cum RfP remains unchanged.
122	Bid Sheet Data ITB 5.1.2	RFQ cum RFP cum Processing Fees INR 1,00,000 plus 18% GST = INR 1,18,000	We request to you kindly consider the Nominal fee against tender document . Please reduce the tender fee to Rs 10000/- plus GST As this fee is non-refundable also.	The conditions of the RfQ cum RfP remains unchanged.
123	Technical Eligibility Criteria –	Experience of having successfully completed/ substantially completed Project Management Consultancy (PMC) assignments include bid advisory (if any) and construction supervision related services with Central/State Government Departments/PSUs /Autonomous /other Government Bodies in the last 10 years as on Bid submission last date	RINA Consulting being a Multination Organization had worked at global level with various orpetors/client in different sectors. We have executued large nos. of similar work for global global players. In this regard we request you to consider international experiance also of the work done for any client like other PSU and Metro organiztaions are accepting. We also understand that the Subsidiary company registered in India can bid this tender based on the technical & Financial credentials of their parent/sister/Holding Gp company and the same will be acceptable, please confirm.	The conditions of the RfQ cum RfP remains unchanged.
124	15.1.6, page 28	Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 100 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.	While the “ Manual for Procurement of Consultancy & Other Services (Updated June 2022) ” Clause 9.15.2; Financial Capacity mentions that the Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 50 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

125	Clause 9.7.2, page 23	Cover - II: Financial Bid	Please clarify that GST will be paid as per rules and regulations prevailing at the time of the supply of the Services.	The referred clause is self-explanatory in this regard.
		(b) b) The Financial Bid shall take into account all the expenses and Tax liabilities and cost of insurance specified in the draft Contract, levies and other impositions applicable under the prevailing law on the GC, Sub-consultants and their Personnel. For the avoidance of doubt, it is clarified that all Taxes, excluding GST (which will be paid as per existing rules and regulations at the time of payment), shall be deemed to be included in the cost shown under different items of Financial Bid. The successful Bidder shall be paid only GST over and above the cost of Financial Bid. Further, all payments shall be subjected to deduction of Taxes at source as per Applicable Laws	The fees and rates quoted herein are exclusive of the Central Goods and	
			Services Tax and State Goods and Services Tax / Integrated Goods and Services Tax, as may be applicable, which is to be reimbursed extra at the rates in force. Should there be any additional imposition of new taxes/ levies or change in the tax rate/ tax laws, the same shall be paid extra by you	
126	15.1.7, page 28	Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.	“Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 1.0 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore”.	The conditions of the RfQ cum RfP remains unchanged.
127	Form 4E, Page 49	FORM 4E: FORMAT FOR JOINT BIDDING AGREEMENT	We request to allow consortium (Lead Bidder + 1 member)	The conditions of the RfQ cum RfP remains unchanged.
		DELETED		

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

128	1.6.4, page 97	Of the ~145 Ha of MMTH plot area, the railway & ISBT / LBT facility is planned to account for 19% of the total area and ~35% of the total area is planned to be utilized for commercial, retail & hotels development. The remaining area is planned to be utilized for parking, roads, green area etc. The details of the land use plan are as shown as below:	Plot areas for the various components have been provided in the table.			Part of the scope of work of GC								
			Can you please share the planned number of buildings for each											
			development category with the proposed approximate built-up areas?											
129	1.6.3, page 97	The MMTH is planned across an area of ~145 Ha (358.57 acres).	In Table (1.6.4) the area is mentioned as Ha but the numbers in the table			The referred clause is self-explanatory in this regard.								
			seems to be in erroneous i.e. units might be different. Snapshot is given below. Please confirm											
			#	MMTH Components	Area (in sqm)									
				Plot Area (Zone-I + None-II + Coach Maintenance yard	1451107									
130	1.6.4, Page 98	Figure 6: Schematic Overview of the MMTH	Please share the approximate length of Underpass, Ramp, Elevated Structure, Bridges and Culverts			Part of scope of work for the GC.								
131	1.6.5, page 88	Zone II plot: Located on the north-east side of the existing Delhi-Howrah broad gauge railway line. A Water Treatment Plant (WTP) is present within this plot	Please specify if it is an already existing WTP. If yes, whether Consultant to augment it or provide a new WTP. Please share the details and drawings of existing WTP if it is existing			Part of scope of work for the GC.								
132	1.6.7, page 89	Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.	Please share the approximate built-up areas of the Main Project Construction Works viz., Railway Station Building, Railway Staff Quarters, ISBT & LBT			Part of scope of work for the GC.								
133	1.6.7, page 89	Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.	Please share the approximate length of boundary wall.			Part of scope of work for the GC.								
134	1.6.7, page 89	<table border="1"> <tr> <td colspan="2">Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.</td> </tr> <tr> <td>Sr. No</td> <td>Comp onent</td> <td>Responsibility</td> </tr> <tr> <td></td> <td></td> <td>Design Construction</td> </tr> </table>	Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.		Sr. No	Comp onent	Responsibility			Design Construction	1. What is the level of design expected from GC as the Tendering philosophy will be decided during the procurement process?			Part of scope of work for the GC.
			Scope Component I: MMTH components to be constructed by the Authority through contractor(s) with support from the GC along with coordination and supervision of consultant.											
			Sr. No	Comp onent	Responsibility									
		Design Construction												
2. We presume that the Design Consultants have already appointed by the employer. Please confirm what is the current design status of the project.														

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		1	Preparatory Works				
		(a)	Site preparation works	GC	Contractor(s) to be appointed with support from GC along with coordination and supervision of GC		
		(b)	Shifting / dismantling of utilities		On deposit basis by respective entities with coordination and supervision of GC		
		(c)	Construction of boundary wall		Contractor(s) to be appointed with support from GC along with coordination and supervision of GC		
135	1.6.7, Page 89 & 90	Tables: Scope components I and scope components II			<p>Please state the number of proposed structures along with the included components. For example, bridges and culverts are shown to be proposed but the number of proposed bridges/ culverts are not stated.</p> <p>A summary table for list of structures for each component would be helpful.</p>	Part of scope of work for the GC.	
136	1.6.7, page 90	Scope Component I			1. We request to share the available feasibility studies to know more.	Part of scope of work for the GC.	
		Review and value addition of feasibility studies			2. Else, we assume only feasibilities are carried out for certain components of MMTH and design development is yet to be done. What are the expected stages of design i.e. concept, schematic and detailed design before going award for implementation?		
137		Scope Component – I					

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	1.6.7, Page 90	In this scope component, the GC shall be broadly responsible for the following but shall not be limited to:	We understood that the designs will be carried out by appointed principal design consultants or contractors as per Tendering philosophy & scope of GC is limited to review only. Please clarify.	Part of scope of work for the GC.
		3. Seeking all clearances and approvals;		
		4. Procurement strategy, bid documentation and bid process management;		
		5. Implementation Mechanism & Contract Management framework;		
		6. Proof checking; and		
		7. Construction supervision and quality assurance		

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

138	1.6.7, Page 90	Scope Component – I	According to clause 6.2, page 99, GC will assist the Authority to obtain all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility shifting etc.) from concerned authorities; The client shall be responsible for getting all statutory and clearances.	Part of scope of work for the GC.
		In this scope component, the GC shall be broadly responsible for the following but shall not be limited to: 3. Seeking all clearances and approvals;		
139	1.6.7, page 92	Scope Component II	Point 2 & 3 discusses about the coordination for clearances, approvals,	Part of scope of work for the GC.
		In this scope component, the GC shall be broadly responsible for the following but shall not be limited to: 1. Review and value addition of feasibility studies;	and coordination with NMRCL, NCR, NHAI, UP PWD, Bulandshahar Development Authority, GNIDA for planning and construction. Please describe the extent of coordination i.e. GC role is supporting to the Client or consultant is full responsibssle to get it done	
		2. Coordination for applicable clearances and approvals; and		
		3. Coordination with NMRCL, NCR, NHAI, UP PWD, Bulandshahar Development Authority, GNIDA for planning and construction		
140	1.6.7, Page 92	Scope Component – III	As per clause 19, page 130/131, Scope component III is excluded from GC Scope. Please confirm	Part of scope of work for the GC.
		In this scope component, the GC shall be broadly responsible for the following but shall not be limited to: 1. Review and value addition of feasibility studies;		
		2. Value addition to the master plan of commercial development;		
		3. Seeking all applicable clearances and approvals;		
		4. Bid documentation and bid process management for appointment of Transaction Advisor; and		
		5. Coordination with the appointed Transaction Advisor for planning and implementation framework		
141	1.6.8, page 92	The GC shall undertake Master Planning of the commercial development which shall give a dynamic long-term plan mainly for commercial development. This plan would need to take into consideration the simultaneous development of the other components of the MMTH by the contractor(s).	Clauses 1.6.8 and 16 are contradicting regarding scope of work for master planning. Can we assume that scope component III with master planning, designing, procurement and construction supervision is out of scope for consultant?	Part of scope of work for the GC.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

142	2, page 94	Studies undertaken in the past / being undertaken for MMTH that are relevant to the current Assignment	Please share the Studies undertaken for MMTH for scope understanding.	Shall be shared with the appointed GC.
143	3.1, page 94	The objective of this Assignment is to engage a General Consultant (GC) (the “Consultant”) in relation to providing General Consultancy including but not limited to successful planning, designing, procurement and construction supervision related services for the Project(s) (the “Assignment”).	Clause indicate design scope of GC, however Scope component- I, indicates only review and proof checking, Please clarify?	Part of scope of work for the GC.
144	3.4.24, page 98	The report for EIA and SIA studies available with the Authority / or being done by the Authority shall be considered while recommending the requirements for the same;	Please share the reports for EIA and SIA studies for better understanding of requirement and scope.	Part of scope of work for the GC.
145	1 5.2, Technical Bid Evaluation,	15.2.3.1 15.2.3.1 Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years	As General Consultancy works in India covers the scope of PMC/ Supervision services.	The conditions of the RfQ cum RFP remains unchanged.
	15.2.3.1, Page 29		Therefore, we request the client to consider GC works as eligible assignment in this criteria.	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

146	5.2, Technical Bid Evaluation,	15.2.3.3 Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning or architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects / Logistics Parks / Ports/ Dry Ports / Airports, out of which the fee of at least one (1) of the assignment shall be more than INR One (1) Crore; and (2)	Detailed Master Planning and Architectural design services is very specific experience of Consultant, Therefore, we request the client to consider experience of consultant as:	The conditions of the RfQ cum RFP remains unchanged.
	15.2.3.3, Page 29	construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years	Detailed Design Consultant DDC)/Detailed Design/Detailed Master Planning & Architectural Design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Industrial / Residential Township / Smart Cities / Station Building / Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date	
147	15.2, Technical Bid Evaluation,	15.2.3.4 Experience of having successfully completed/ substantially completed consultancy assignment involving DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub for which the fee shall be more than INR One (1) Crore. A project would be designated as transportation hub if it includes passenger movement and includes two or more modes of service.	We request the client to consider:	The conditions of the RfQ cum RFP remains unchanged.
	15.2.3.4, Page 29		DPR preparation / detailed design consultancy services/ detailed master planning / architectural design services for a transportation hub (Railway/metro station) for which the fee shall be more than INR One (1) Crore.	
148	Point 5.8, Page 17, Bids by JV/Consortium,	5.8.1 No JV/Consortium is allowed for this bid	As most the client nowadays allow the Consultant to bid the project in joint participation with the other Consultant to enhance the Technical, Managerial and Commercial capabilities such that the parties can jointly fulfil requirements under the assignment.	The conditions of the RfQ cum RFP remains unchanged.
			So, we request the client to kindly allow participation of consultants in Joint Venture such that all partners meet the criteria jointly.	
149	Point 6.1 Payment Terms	Payment Terms	Payments under this RFP are linked to physical progress of works. This will create financial implications and a negative cash flow for the consultants for reasons beyond reasonable control of the consultant.	The conditions of the RfQ cum RFP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		6.1.2, The GC shall be entitled to raise an invoice on a monthly basis in respect of services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by the Authority prior to the thirtieth (30th) day of the previous month. For the avoidance of doubt, it is hereby clarified that (i) notwithstanding such certification of satisfactory completion by the Authority, the Authority shall be entitled to verify such satisfactory completion and (ii) in the event the Authority fails to provide such certification in respect of the services performed during a month prior to the thirtieth (30th) of the succeeding month, the Authority shall be entitled to make payment of all undisputed sums to the GC.	Therefore, we request the client to kindly amend the payment schedule as man month based where payment will be made against invoice raised each month as per actual deployment of consultant’s team.	
150	Section No. 2, Clause No. 5.1.1, Page No. 14	The Bid Security for the amount mentioned in Section 3: Bid Data Sheet shall be deposited in the form of RTGS / Demand Draft / Bank Guarantee from a Scheduled Indian Bank in favour of “DMIC Integrated Industrial Township Greater Noida Limited”,	<p>Bid Security shall be deposited in the form of Bank Guarantee but as per the online EMD through BG/ST or EMD Exemption is Not Allowed.</p> <p><u>Kindly allow BG exemption through online at www.etender.up.nic.in</u></p>	The conditions of the RfQ cum RfP remains unchanged.
151	Section No. 2, Clause No. 15.1.7 a & b), Page No. 28	<p>Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date;</p> <p>Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify;</p>	We request to the Authority kindly clarify the Proof for Substantially Completed Projects, it will be evaluated on the Financially Payments received to the Consultant or Physically Progress of the Project.	The referred clause is self-explanatory in this regard.
152	Section No. 2, Clause No. 15.2.3.1, Page No. 29	Experience of having successfully completed / substantially completed Project Management Consultancy (PMC) assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks / Ports / Dry Ports / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic	We understand that the fee of at least one (1) out of all Proposed assignments shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Remaining Similar Projects can be of any magnitude (i.e. Consultancy Fee or Project Cost)	The referred clause is self-explanatory in this regard.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

		Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors/ transportation hub, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years	Kindly Confirm.	
153	Section No. 3, Clause No. ITB 15.2.2, Page No. 40	Association with the Firm C1. Full time permanent staff C2. Years of Association	Considering the Best Expert for the proposed position, we request to the Authority kindly allow the Experts to be outsourced from the Market and adjust the marking parameters.	The conditions of the RfQ cum RfP remains unchanged.
154	Section 4, Form 4A, Page No. 63	Please restrict the number of pages per CV to four (4) pages (two sheets if printed both sides). The onepage summary shall be over and above the four (4) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.	We request to the Authority kindly increase the Page limit to (15) pages. The onepage summary shall be over and above the fifteen (15) page CV and Supporting documents like Educational Degree, certificate will be separate from above 15 pages.	The conditions of the RfQ cum RfP remains unchanged.
155	II. General Condition of Contract, Clause No. 6.1.4, Page No. 163	The fees on the basis of actual deployment shall be calculated individually for each Personnel (Key Personnel and Additional Personnel, as applicable) deployed in the month. Payments will be made against actual deployment of Personnel on site (i.e. at Project Management Office (PMO) in Greater Noida or for site related work in the DNGIR region).	In the Special Condition of the Contract, Clause No. 6.6, Page No. 174 “The maximum fees (as a percentage of the Work Order Value) payable to the GC in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year” Please clarify the payment terms whether it is based on monthly deployment of Experts or it is linked to milestones / progress of the work.	The referred clause is self-explanatory in this regard.
156	Section 2 5.8 5.8.1 Page no 17	Bids by JV / Consortium No JV / Consortium is allowed	1. Considering multidisciplinary scope involved and project of national importance, we request to allow JV / Consortium at least 2 partners [Lead + JV Partner] 2. We also believe that subsidiary can use its parent company credentials (projects carried out in India and abroad) without taking them in Joint Venture. This is allow and accepted by in all niche / similar projects. Kindly allow.	The conditions of the RfQ cum RfP remains unchanged.
	Section 2 Notes Page no 23	“Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date;	We believe that 80% financially completed means invoices raises by the bidders 80% minimum but not payment received. In the consultancy, once the consultant complete the scope / deliverables, they raise invoice and the client may take 2/3 months to pay those. Hence, we believe it is accepted.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

157	Section 2 15.2.3.3 Page no 29Detailed master planning / architectural design....	We believe metro / railway sector projects deem to be considered as eligible assignments.	The referred clause is self-explanatory in this regard.
158	Section 2 15.2.3.4 Page no 29	...for transportation hub...	We believe metro station buildings projects deem to be considered as eligible assignments.	The referred clause is self-explanatory in this regard.
159	Section 2 15.3.3 & Form 5D Page no.30 / Page no 79For site survey investigations expenses, for OPE quoted by the bidder shall be considered as the maximum OPEs payable...	To avoid ambiguity and conflict at later stage, we request to provide exact quantification of all survey and investigations require. In absence of the same, all bidders are not at part.	The referred clause is self-explanatory in this regard.
		Form 5D OPE (Direct) - *Reimbursement of expenses related to site survey investigation expenses shall be at actuals,	The Form 5D mentioned that the payment shall be made at actuals but above clause says within maximum as quoted by the Bidder. Hence, require clarity.	
160	Section 3 Data Sheet ITB 2.1 Page no 36	Method of Selection 70:30	Considering national importance of the project, we believe that the selection method shall be 80:20 and not 70:30.	The conditions of the RfQ cum RFP remains unchanged.
161	Section 2 Form 5D OPE (Direct) Page no 79	Form 5D ***MIS includes software licenses e.g. scheduling, cost management etc. for up to ten (10) users, web hosting charges and hardware costs e.g. servers used for data warehousing. Provisional amounts are maximum set aside for bidding & fee estimation. Reimbursements will be per actual expenses when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 7 of this RFQ cum RFP document.	There are lot of legal challenges to transfer ownership of software. Hence, request to remove such requirements and the client directly can be these all IT infrastructure its own name.	Part of scope of work for the GC.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

162	Section 4 Technical bid standard forms Page no 48 onwards	1. Form 4D – annual turnover	1. Obtaining certificate from the statutory auditor is time consuming. Request to provide at least 5 weeks after issuing clarifications.	The conditions of the RfQ cum RFP remains unchanged.
		2. Form 4M – CV	2. We request to at least provide 5 pages without the certifications for CV.	
		3. Form 4N – Staffing schedule. Note 2 ...It is clarified that nothing contained in the Form should be interpreted as an assurance (expressed or implied) that the term of the consultancy would be extended beyond the initial one (1) year.	3. This is very open ended clause and we believe should be in line with procurement guidelines. We are submitting our bid considering a national importance of the project and for 4 years. Hence, the selected bidder should be onboard for 4 years directly and the contract agreement shall also be signed for 4 years. Yes, we agree if the selected bidder is not performing well, then the client has all rights to terminate. Hence, request to remove this clause and confirm that the selected bidder shall be awarded contract for 4 years.	
		4. Form 4O – Staffing plan for additional personnel - All Personnel must have at least a graduate degree in the relevant field from an accredited university and relevant experience in each one of the functional areas.	4. For the sake of uniformity in the Bids, request to confirm the exact education qualification and minimum year of experience after degree obtained for each of personnel.	
163	Section 6 Terms of Reference Page no 90 & 92 (for all scope components)	1. Review and value addition of feasibility studies;	Request to elaborate mechanism / approval process if any major changes found to be incorporated in feasibility / master planning / design & drawings while we review them. Also, any major change will directly have impact on overall implementation schedule.	Part of scope of work for the GC.
		2. Value addition to the master plan of commercial development; 3. Seeking all applicable clearances and approvals;	Further, we believe that our role is limited to provide technical documentation in all statutory approvals. Also, the authority shall pay all fees for any approvals.	
164	Section 6 Terms of Reference Page no 91	Mass Rapid Transport System – Design & Construction	It is mentioned GC’s role in Design and Construction. Request to elaborate further what exactly the role play by us and what all conflict of interest in the same for future assignments within this MRTS.	Part of scope of work for the GC.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

165	II GCC Page no 163 onwards	The fees on the basis of actual deployment shall be calculated individually for each Personnel (Key Personnel and Additional Personnel, as applicable) deployed in the month for which the invoice is raised and the total fees that may be claimed on the basis of actual deployment of Personnel shall be the summation of such fees for each Personnel. Payments will be made against actual deployment of Personnel on site (i.e. at Project Management Office (PMO) in Greater Noida or for site related work in the DNGIR region). In case Personnel are not deployed on site and intend to work from other office location or home office, specific approval needs to be taken from the Employer, for considering payment against the deployment.	We understand that the firms having permanent establishment / offices within NCR, can work from their respective offices and need not to deploy any personnel. Staff can visit as and when require to the site except for supervision staff who will be deployed full time for QA/QC. Please allow and confirm.	The referred clause is self-explanatory in this regard.
166	III SCC 6.6 Milestone of first work order	Payment schedule	<ol style="list-style-type: none"> 1. The payment schedule is highly back end and hence request to change and increase % against few deliverables i.e. increase to 20% in 1st to 4 milestone, increase 10% against 5% in detailed master plan stage, increase 15% against 10% in technical assessment report stage, 2. We request to provide 10% mobilization advance 3. Request to break up payment in to two categories, pay 80% on submission and 20% on approval to maintain our cashflow. 	The conditions of the RfQ cum RfP remains unchanged.
167	G.C-7.1	Time is an essence	When there is a provision of LD, time cannot be an essence. Request to relook.	The conditions of the RfQ cum RfP remains unchanged.
168	S.C-6.5	Performance security	Standard practice is to sign the contract agreement with total value and performance security should also be on total contract value. Hence, request to relook and keep 3% of total contract value for performance security.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

169	Section VII SCC 3.7 Page no 158	Liability of the GC	As standard industry practice, liability shall be one time of the contract value. Please consider.	The conditions of the RfQ cum RfP remains unchanged.
			We request that our liabilities should be capped to contract value and should not be linked to insurance proceeds we are entitled to get as that attract our global policy of higher value.	
170	Request	Extension in submission deadline	We believe at least 4 weeks shall be provided after issuing of clarifications.	Please Refer the Corrigendum-1
171	Section 3: Bid Data Sheet	Last Date and time for submission of Bids: By 1800 hrs (IST) on 28.6.2023	We understand that arrangement of all the documents required, and necessary internal approvals will require a considerable amount of time. In view of the same we request the authority to extend the date of Bid submission by 3 weeks.	Please Refer the Corrigendum-1
	ITB 2.3 Page 36 of 184			
172	Section 3: Bid Data Sheet	ITB 2.1 Method of selection Quality cum cost-based selection (QCBS) method (70:30)	Looking at the nature of the project, we request the authority to consider Quality cum cost-based selection (QCBS) method (80:20) for qualitative bidding.	The conditions of the RfQ cum RfP remains unchanged.
	ITB 2.1 Page 36 of 184			
173	15 Bid Evaluation:	Credentials/ eligible assignments of merger/ acquisition companies	As the companies have relevant experience in many projects of similar nature with group companies and shared resources, Requesting Authority to allow Credentials/ eligible assignments of merger/ acquisition/ Group companies for qualification and technical scoring.	The conditions of the RfQ cum RfP remains unchanged.
	Page 27 of 184			
174	15 Bid Evaluation:	15.2.3.1	As the type of construction and scope covers large scale Convention Centre, commercial, industrial, residential, and institutional projects. Requesting Authority to include these in eligible assignments.	The conditions of the RfQ cum RfP remains unchanged.
	15.2.3	15.2.3.2		
	Page 27 of 184	15.2.3.3		
		15.2.3.4		
		15.2.3.5		
175	15.2.3.1	Technical Bid Evaluation criteria	Requesting the authority to give relaxation on the project cost and reassign it to 250 Crs	The conditions of the RfQ cum RfP remains unchanged.
	Page 29 of 184			

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

176	15.2.3.4 Page 29 of 184	Technical Bid Evaluation criteria	DPR project 1 Cr to 0.75 Cr as this is the general market trend for DPR fees.	The conditions of the RfQ cum RfP remains unchanged.
177	ITB 15.2.2	Points earned for technical bid evaluation	In the technical scoring table additional marks have been assigned for Railway projects at several location for evaluation. Requesting to include for Metro Projects and stations as these are also similar nature to the railway stations.	The conditions of the RfQ cum RfP remains unchanged.
178	17. Staffing requirement and eligibility criteria Page 131, 132, 133 of 184	Staffing requirement and eligibility criteria	Staffing requirement: Bachelor of other engineering and architecture should also be allowed.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

179	17. Staffing requirement and eligibility criteria	Staffing requirement and eligibility criteria	Relaxation on requirement of masters for Key persons.	The conditions of the RfQ cum RfP remains unchanged.
	Page 131, 132, 133 of 184			
180	17. Staffing requirement and eligibility criteria	Staffing requirement and eligibility criteria	Requesting the authority to allow the experience of industrial, commercial, and residential also as they are similar nature of the projects.	The conditions of the RfQ cum RfP remains unchanged.
	Page 131, 132, 133 of 184			
181	15 Bid Evaluation:	Substantially completed work	Requesting the authority to consider substantially completed work as 60% or more works that have been financially completed under the contract as on bid submission last date.	The conditions of the RfQ cum RfP remains unchanged.
	15.1.7 Page 28 of 184			
182	Form – 4D: Prequalification Proposal (Average Annual Turnover) - Page 48 of 184	Certificate from the statutory auditor	Verification by statutory auditors requires a significant amount of time (minimum 4-5 weeks for big organization’s). So, requesting to allow bidders to get the financial documents certified by the CA even if they have a statutory auditor.	Clause is self-explanatory " please refer form 4D"
183	3.4.26	3.4.26 Support during DLP period	Requesting the authority to kindly clarify the period for DLP and its payment terms.	The referred clause is self-explanatory in this regard.
	Page 158 of 184			

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

184	3.8 Insurance to be taken out by the GC	3.8 Insurance to be taken out by the GC	Insurance validity will be for the period of the duration of project up to its completion.	The conditions of the RfQ cum RfP remains unchanged.
	Page 158 of 184	a) The GC shall, prior to the effective date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the GC's own cost (or the subconsultant's own cost, as the case may be) but on the terms and conditions approved by the authority, insurance against the risks, and for the coverages, as shall be specified in SCC.		
185	3.8 Insurance to be taken out by the GC	DO	Submitting the complete group insurance policy taken by company for all the projects cannot be shared with any client due to confidentiality of company's data. We shall only be able to submit the extract specific for this project.	The conditions of the RfQ cum RfP remains unchanged.
	Page 158 of 184			
186	NA	Request to cover third party reliance through addition of this this clause	<p>Requesting Authority to include the following third-party reliance clause as a part of the agreement.</p> <p>Third party reliance clause</p> <p>“This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant’s documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant’s documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant’s documents or opinions. The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing.”</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

187	NA	Request to cover safety resilience through addition of this this clause	<p>Requesting Authority to include the following safety clause as a part of the agreement.</p> <p>Safety clause</p> <p>“Notwithstanding anything contained in this Agreement, in the event of Consultant’s personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client’s consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client’s obligation under this Agreement.”</p>	The conditions of the RfQ cum RfP remains unchanged.
188	Section 2 – Instructions to bidder, Clause#5.8, sub clause 5.8.1, Page No. 17 of 184	No JV/Consortium is allowed for this bid	Since it is large assignment with multi-disciplinary team required to fulfil the FC duties, we request authority to kindly allow consortium upto two members.	The conditions of the RfQ cum RfP remains unchanged.
189	Section 2 – Instructions to bidder, Clause#15, sub clause 15.1.2, Page No. 27 of 184	The Bidder may either be a sole proprietorship firm / a partnership firm / LLP / a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the Applicable Laws of its origin	<p>As this Tender is for National Competitive Bidding (NCB), We Understand that the bidder should be a firm Incorporated in India under the Companies Act 1956/2013.</p> <p>The firms registered as branch office of the firms incorporated in other countries, are not eligible to participate in this NCB tender.</p> <p>Please confirm.</p>	The referred clause is self-explanatory in this regard.
190	Section 2 – Instructions to bidder, Clause#15, sub clause 15.1.7, Page No. 27 of 184	Experience of having successfully completed / substantially completed atleast 3 PMC assignments including bid advisory (if any) and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks/Ports/Dry Ports/Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones	We request authority to please consider fee of at least one of the assignments shall be more than INR 15 crore instead of INR 20 Crore.	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	<p>Section 2 – ITB, Clause#15.2, sub clause 15.2.3.1, Page No. 29 of 184</p>	<p>/ Urban Cities / Industrial Cities sectors/Transportation Hub, out of which the fee of at least one of the assignments shall be more than INR 20 crore or project cost for which the said consultancy services has been Provided shall be more than INR 500 crore.</p>	<p>Please confirm.</p>	
	<p>Section 3 – Bid Data Sheet, Clause 15.2.2 at Page-37 of 184</p>			
<p>191</p>	<p>Section 2 – ITB, Clause#15.2, sub clause 15.2.3.2, Page No. 29 of 184</p>	<p>Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the</p>	<p>We request Authority to include station development projects to be developed as MMTH under this criterion. Such projects are most similar and relevant to this MMTH assignment.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
		<p>detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks/Ports/Dry Ports/Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones</p>	<p>Hence request you to amend this criterion as;</p>	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

	<p>Section 3 – Bid Data Sheet, Clause 15.2.2 at Page-37 of 184</p>	<p>/ Urban Cities / Industrial Cities sectors, out of which the fee of at least one of the assignments shall be more than INR One (1) crore or project cost for which the said consultancy services has been Provided shall be more than INR 250 crore.</p>	<p>Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Logistics Parks/Ports/Dry Ports/Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones/ Urban Cities / Industrial Cities sectors/Station Dvelopment Projects as Transportation Hub, out of which the fee of at least one of the assignments shall be more than INR One (1) crore or project cost for which the said consultancy services has been Provided shall be more than INR 250 crore. To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years.</p>	
		<p>To qualify for marking, out of the projects showcased, at least one project should have been completed/substantially completed within the last 5 years.</p>	<p>Please confirm.</p>	
<p>192</p>	<p>Section 3 – Bid Data Sheet, Clause ITB 15.2.2, (1) Relevant Experience for the Assignment, Page No. 38-39 of 184</p>	<p>Relevant Experience for the Assignment Clause 1, 2b and 2c</p>	<p>We understand that one large project having the following scope of</p> <p>1) PMC including bid advisory (if any) and construction supervision</p> <p>2b) DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawing</p> <p>2c) Detailed master planning & architectural design services</p> <p>Will be considered in all three 1, 2b and 2c category for scoring of Technical Proposal. Please confirm</p>	<p>The referred clause is self-explanatory in this regard.</p>

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

193	Section 3 – Bid Data Sheet, Clause ITB 15.2.2, ((2) CVs of Key Expert - Sub-Criteria for each Key Expert, Page No. 39 of 184	<p>A General Qualifications - 20 %</p> <p>A1. Education - 10 %</p> <p>A2. Professional experience - 5 %</p> <p>A3. Training and publications - 5 %</p> <p>B. Adequacy for the Assignment: Project related - 70 %</p> <p>B1. Experience in similar capacity / broad sector - 30 %</p> <p>B2. Experience relevant to ToR / Assignment - 30 %</p> <p>B3. Overseas / International Experience - 10 %</p> <p>C. Association with Firm - 10 %</p> <p>C1. Full time permanent staff - 6 %</p> <p>C2. Years of Association - 4 %</p> <p>Total Marks – 100 %</p>	<p>Please specify the Number of Years required in the below parameters.</p> <p>A2. Professional experience - 5 %</p> <p>B. Adequacy for the Assignment: Project related - 70 %</p> <p>C. Association with Firm - 10 %</p> <p>For getting full marks in CV’s during evaluation and scoring of all Key Expert Positions in Technical Proposal.</p>	The referred clause is self-explanatory in this regard.
194	Section 6 – Terms of Reference, Clause 14. Deficiencies of services Page No. 129 of 184	<p>14.1 Deficiencies on part of the Consultant should be made good by the Consultant without any cost and time implications to the Employer / EIC. The deficiencies may include but shall not be limited to:</p> <p>(i) not performing the services as per the Contract and undue delay in submission of designs & reports.</p> <p>(ii) not acting impartially or acting in collusion with the contractor(s);</p> <p>(iii) failure to give proper and timely advice to the Employer / EIC or the contractor(s) to enable correction during execution.</p> <p>(iv) lack of proper coordination with the Employer / EIC and the contractor(s) to ensure smooth implementation of the Project(s); and</p> <p>(v) permitting sub-contracting of any works without authorization by the Employer / EIC</p>	<p>We understand that the delay being referred to in item No. (i) in this clause does not include any delay resulting in the submission of designs & reports for the requirement of any inputs from the Employer. Please clarify and if required, amend the clause accordingly for clarity.</p>	The conditions of the RfQ cum RfP remains unchanged.

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

<p>195</p>	<p>Section 7 Standard Forms of Contract, GCC, Clause 3.2.3 Consultant and Affiliates Not to Engage in certain activities, Page No. 153 of 184</p>	<p>The GC agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment; provided that the foregoing restriction shall not be applicable to any programme management / project management / consultancy / advisory services provided to the Employer in continuation of the services hereunder or to any subsequent programme management / project management / consultancy / advisory services provided to the Employer in accordance with the rules, guidelines, policies of the Employer. Further, the Consultant shall during the course of performance of the Assignment and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no Conflict of Interest with that of the Project(s) or the Employer and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project(s) or of the Employer. Further the Consultant shall not and shall ensure that the Sub-consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Employer or any other persons involved in the Project(s). For the purposes of this clause 3.2.3, an ‘Affiliate’ shall also include a partner in the firm of the Consultant / Sub-Consultant, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid up share capital of the Consultant / Sub-consultant, as the case may be, and any Affiliate thereof.</p>	<p>This clause seems quite restrictive. Prohibiting the Consultant, its Affiliates, its Sub-consultants and their Affiliates during the term of the Contract from providing goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment is understandable. However, extending the restriction to two (2) years beyond the term of the Contract seems unreasonable and quite restrictive.</p> <p>It is, therefore, urged to amend these clauses to make them more amenable.</p> <p>It is also requested to share with us the rules, guidelines, policies of the Employer to review them and seek clarity on the same wherever and if required.</p>	<p>The conditions of the RfQ cum RFP remains unchanged.</p>
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

196	Section 7 Standard Forms of Contract, GCC, Clause 3.2.4 Prohibition of Conflicting Activities, Page No. 153 of 189	The GC shall not and shall ensure that the Sub-consultants and the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub-Consultant or Affiliate would include:	This clause seems quite restrictive.	The conditions of the RfQ cum RFP remains unchanged.
		(a) providing bid advisory services to any contractors or consultants bidding in respect of any works or services related to the Project(s); or	Prohibiting the Consultant, its Affiliates, its Sub-consultants and their Affiliates during the term of the Contract from providing goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment is understandable. However, extending the restriction to two (2) years beyond the term of the Contract seems unreasonable and quite restrictive.	
		(b) being engaged by any contractor for the Project(s) for detailed planning, supervisory services, engineering support or any other services	It is, therefore, urged to amend these clauses to make them more amenable.	

Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

197	<p>Section 7 Standard Forms of Contract, GCC, Clause 4.2 Removal and / or Replacement of Personnel, sub clause 4.2.1 at Page No. 159 of 184</p>	<p>4.2.1 The GC shall ensure that all the Key Personnel specified in Appendix B shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith, and in any event within a period of thirty (30) days from the date when the relevant Key Personnel cease to be available for the Project(s), provide as a replacement a person of equivalent or better qualifications and experience; provided that during the term of this Contract, the Consultant may replace not more than two (2) Key Personnel and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Employer, provide a temporary resource for no more than six (6) months. The temporary resource shall be of equivalent or better qualifications & experience and the Consultant shall be paid no more than ninety percent (90%) of the agreed rate of the Personnel being replaced. Permanent replacement Personnel shall be subject to Employer approval, and for the first replacement of Key Personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the Key Personnel being replaced and for a subsequent replacement for such role, the permanent replacement Key Personnel shall be paid at eighty percent (80%) of the then applicable rate. For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Personnel under this clause 4.2.1 shall not be applicable in case of changes in Key Personnel pursuant to clause 4.2.3.</p>	<p>It is requested to make the replacement penalty applicable after the first two replacements are exhausted by the Consultant, that is, no penalty should apply to the first two replacements. It is humbly requested that the clause may accordingly be modified.</p> <p>Alternatively, if the aforesaid is not possible, it is most humbly requested that you may consider bringing down the penalty percentage from 10 % and 20% to 5 % and 10% for the two permitted replacements.</p> <p>However, we strongly urge to consider the first option of completely removing the penalty for the first two replacements, which are resorted to by any Consultant only under extremely compelling circumstances.</p>	<p>The conditions of the RFQ cum RFP remains unchanged.</p>
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Reply to Pre- bid query for the “Request for Proposal (RFP) for engagement of General Consultant for development of MMTH at Greater Noida in the state of UP under DMIC Project.

198	Section 7 Standard Forms of Contract, GCC, Clause 5.5 Supplement ary Work Orders, Sub clause 5.5.4 at Page No. 161 of 184	5.5.4 Without prejudice to clause 5.5.1, the Employer may, by way of issuance of a Supplementary Work Order, reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of services, staffing level, quantum of work required from the Key Personnel and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the services to be performed by the Consultant under such previously issued Work Order.	It is not clear if the scope of work will be reduced how the value in the Supplementary Work Order will go beyond the value of the already issued relevant Work Order? Please clarify.	The conditions of the RfQ cum RfP remains unchanged.
			It is humbly requested to fix the maximum aggregate percentage reduction in the scope of work by issuing Supplementary Work Orders during the term of the Contract to ensure commercial viability of the Project for the Consultant as this will minimise any chances of any future disputes in relation to the same.	
		5.5.5 The Consultant agrees and acknowledges that a Supplementary Work Order issued under clause 5.5.4		
		shall be binding on it and it shall be required to perform the services under the previously issued Work Order as it stands varied by such Supplementary Work Order even it disputes the effect of such variation on the quantum of work required from the Key Personnel and the Additional Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with clause 5 of the Form of Contract, the Employer will pay as per the terms of such Work Order as varied by the Supplementary Work Order.		

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199	Section 7 Standard Forms of Contract, GCC, sub Clause 6.1.5, Page No. 164 of 184	Unless the Employer shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received the invoice complete in all particulars with relevant supporting documents.	Sixty days’ payment term seems to be on the longer side. It is requested to lower it to 30 days or in any case not beyond 45 days.	The conditions of the RfQ cum RfP remains unchanged.
200	Section 7 Standard Forms of Contract, SCC, Clause 6.5, Page No. 173 of 184	<p>6.5 Performance Security</p> <p>The Employer shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>(a) the Consultant becomes liable to pay liquidated damages;</p> <p>(b) occurrence of any of the events listed in sub-clauses (i) through (xii) of clause 2.5.1 of the GCC;</p> <p>(c) any material breach of the terms hereof; and / or</p> <p>(d) without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.</p>	<p>It is requested to amend item#(a) that entitles the Employer to claim under the Performance Security by letting the Employer invoke the provision if the aggregate maximum liquidated damages payable to the Employer exceed the permitted 10% limit. Else, permitted limit seems to be redundant.</p> <p>It is further requested that the instances of asking the Consultant to extend the validity of the Performance Security should be clearly spelt out so as to avoid any arbitrariness in its application and ensure timely release of the same to the Consultant once all obligations of the Consultant have been duly completed.</p>	The conditions of the RfQ cum RfP remains unchanged.
201	Section 1 – Letter of Invitation, Clause 2 Critical Date Sheet, Sub clause 2.2 at Page No. 9 of 184	2.2 Some important dates for this RFQ cum RFP process are as follows: Bid Submission Last Date - 28/06/2023 up to 1800 Hrs	Kindly provide at least 3 weeks time after release of pre-bid minutes due to prepare and fully responsive bid proposal.	Please Refer the Corrigendum-1