

Responses from the Authority to the Queries received from bidders on RfP. L&O/D1/561/2014-16, Dt: 15/Feb/2016.

Queries received from Wadia Techno-Engineering Services Limited					
Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	2.2.2 (A)	11	Technical Capacity: Demonstrated Experience of providing Project Management Consultancy services for atleast 2 building projects with a minimum built-up area of 5 lakh square feet during the last preceding 3 years".	We request you to kindly consider Demonstrated Experience during the last 7-10 years as being followed by most of the Govt. tenders	Please refer revised RfP.
2	2.2.2 (A)- I	11	Project Management Consultancy and proof checking of designs and drawings of at least one project related to construction of multistoried building more than Ground +12 floors in height with a built up area of minimum 5 lakh sft during the preceding 3 years"	We request you to kindly consider Project Management Consultancy and proof checking of designs and drawings of at least one project related to construction of multistoried building more than Ground + 8 Floors in height with a built up area of minimum 5 lakh sft during the preceding 7-10 years as being followed by most of the Govt. tenders.	Please refer revised RfP.
3	1.8.6	8	"Last date for submission of bid is 03.03.2016 - We request you to kindly consider extension of Last date for submission of bid by atleast 15 days.	We request you to kindly consider our requests and also extension of tender due date for submission by at least 15 days	Please refer revised RfP.

Queries received from Voyants Solutions Pvt. Ltd

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	2.2.2 (A)	11	<p>Technical Capacity: It is mentioned here that the firm should have demonstrated experience of providing Project Management Consultancy services for atleast 2 building projects with a minimum built-up area of 5 lakh square feet during the last preceding 3 years. Also at page 38 of the RFP under clause 3.1.4 Eligible Assignments it is mentioned that Building works with a built-up area of atleast 5 lakh square feet during the last proceeding 10 years shall be considered as eligible assignment.</p>	<p>Since this is a significate project a firm having extensive experience in providing PMC services is essential, therefore we request Client that rather than 3 years it should be at least 10 years.</p>	Please refer revised RfP.

2	2.2.2 (A)- I	11	<p>Demonstrated experience: It is mentioned here that the firm should have demonstrated experience in Project Management Consultancy and proof checking of designs and drawings of at least one project related to construction of multistoried building more than Ground +12 floors in height with a built up area of minimum 5 lakh sft during the preceding 3 years.</p>	<p>We request Client that rather than 3 years it should be at least 10 years.</p>	<p>Please refer revised RfP.</p>
3	2.2.2.(A)- I	11	<p>Demonstrated experience:</p>	<p>As per definition given on page 38 of RFP all project done for Multi storied buildings, Housing Projects, workshop buildings, institutional, office and Factory buildings shall be considered as Demonstrative Experience. Hence all building projects done for Housing Projects, workshop buildings, institutional, office and Factory buildings will be considered for evaluation.</p>	<p>Please refer revised RfP.</p>
4	3.1.3 ITEM CODE 1 & 2	34	<p>3. CRITERIA FOR EVALUATION: Scoring Criteria:</p>	<p>We suggest that the maximum marks for Item Code 1 and Item Code 2 should be 15 marks for each category respectively; Criteria for Firms relevant experience: 2 projects : 10 marks 3-5 Projects : 13 marks more than 5 projects: 15 marks</p>	<p>Please refer revised RfP.</p>

5	3.1.3 ITEM CODE 2	34	3. CRITERIA FOR EVALUATION: Scoring Criteria:	we also believe that the evaluation criteria for specific experience in consultancy as PMC for G+12 or with minimum built up area of 5 lakh SQFT and above; the criteria should be:- Criteria for Firms relevant experience: To 5 lakh SQFT : 10 marks 5-10 Lakh SQFT : 13 marks 10 Lakh above : 15 marks	Please refer revised RfP.
6	3.1.3 ITEM CODE 2	34	3. CRITERIA FOR EVALUATION: Scoring Criteria: Specific experience in consultancy services as PMC for multistoried buildings (G+12) or with a minimum built-up area of 5 lakh sft and above.	We assume that either G+12 storied building will be evaluated separately And Projects with minimum built up area of 5 lakh SQFT will be considered separately	Please refer revised RfP.
7	3.1.3 ITEM CODE 4	34	3. CRITERIA FOR EVALUATION: Relevant Experience of the Key Personnel: In the RFP it is mentioned that each work will be awarded ½ mark for all Experts	We believe that this weightage is less, the weightage should be atleast 1 mark for each project	Please refer revised RfP.
8	3.4	38	3. CRITERIA FOR EVALUATION: Combined and Final Evaluation:	Since this is a very significant project, we believe that more weightage should be given to Technical Experience of a Firm therefore the evaluation criteria should be 80:20	No change. It should be as per RfP.

9	3.1.3	34	3. CRITERIA FOR EVALUATION: Scoring Criteria:	We also believe that there should be some marks given to a firm who possesses Softwares and Systems for Designing and Project Management. Therefore we request that atleast 5 marks should be kept for firms having inhouse softwares	Please refer revised RfP.
10	3.5.1 & 3.5.2	81	3.5 Insurance to be taken out by the Consultant: Insurances, risks and coverages:	Since the selected consultant is already submitting Performance Security and Retention Money to Client an additional security in terms of Insurances, risks and coverages should not be levied on Consultant. We request you to kindly waive off these insurances	No change. It should be as per RfP.

11	Annex-4	98	Annex-4 Payment Schedule: Payment Schedule:	We believe that the payment terms need some minute changes as this is a full time supervision, our suggestive payment terms are as follows: <ul style="list-style-type: none"> • 85% of the invoice amount will be paid on the basis of prorata man month basis as per the breakdown of costs • 10% of the invoice amount will be paid on the stage based project progress i.e. 25%, 55%, 80% and 100% of the Project, jointly reported by contractor and PMC consultant during monthly progress review meeting to the Authority. • 5% of the invoice will be paid after submission of Certified Final Construction dossier, Operating Manuals, Training Manuals and Project Close out report to the Authority 	No change. It should be as per RfP.
12	Aneex-7	103	BANK GUARANTEE FORMAT FOR BID SECURITY: BID SECURITY:	Kindly clarify the validity required for Bid security, we assume it is 180 days from 03 March 2016 / date of proposal submission	Please refer revised RfP.

Queries received from AECOM

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
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1	2.2		<p>Conditions of Eligibility of Applicants (CI 2.2.2.)To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: Demonstrated Experience of providing Project Management Consultancy services for atleast 2 building projects with a minimum built-up area of 5 lakh square feet during the last preceding 3 years. I. Demonstrated experience in Project Management Consultancy and proof checking of designs and drawings of at least one project related to construction of multi-storied building more than Ground +12 floors in height with a built up area of minimum 5 lakh sq.ft. during the preceding 3 years. (Certificate of proof shall be enclosed from the Authority)</p>	Please confirm if any proof of project completion(example: letter of appreciation, Project Final Registration Certificate) will suffice the requirements.	Please refer revised RfP
2	1.8	8	<p>Clause 1.8 Schedule of Selection Process 6. Submission of RFP documents – 03-03-2016 at 15:00 Hrs</p>	Request for an extension of 4 (four) weeks in the bid submission date, i.e., from 3rd March to 31st March.	Please refer revised RfP
3	2.14.2(j)	23	CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP	Please confirm if only the CVs of the Key Personnel (namely, 1. Project Manager/Team Leader, 2. Construction Manager, 3. Structural Engineer, 4. MEP Manager, 5. Project Scheduling and Monitoring Expert and 6. QA/QC Engineer) are required to carry the undertaking as mentioned in Clause 2.14.2 (j).	Yes, the key personnel have to give undertaking as per Clause 2.14.2(j)

4	2.25	32-33	<p>Substitution of Key Personnel</p> <p>2.25.1The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change there in may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any in capacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.</p> <p>2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.</p>	<p>Please note that the inability/incapacity of any of the Key Personnel, who may be deployed by us, to perform his/her duties for the entire duration of the project for unavoidable reasons are beyond our control. However, if such a case of Substitution of one or more Key Personnel arises for reasons beyond our control, then we shall ensure that the replacement of such Key Personnel happens with an equally or better qualified and experienced personnel after getting his resume approved/arranging his/her interview with Client.</p> <p>Therefore, request you to remove the condition of deduction of remuneration to Consultant and disqualification of Applicant or termination of the Agreement from Clause 2.25.2 and Clause 2.25.3 in the event of Substitution of Key Personnel.</p> <p>Request you to modify the Clause accordingly.</p>	No change. It should be as per RfP.
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5	2.29	33	<p>Commencement of Assignment The Consultant shall commence the Services at the Construction site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</p>	<p>We are assuming that the Construction will start on site in September, 2016, that is post-monsoon.</p> <p>Please confirm the above.</p>	<p>Commencement of Services as per Clause 2.2 of Schedule-2</p>
6	2.20.1	28	<p>Bid Security The Applicant shall furnish as part of its Proposal, a bid security of Rs.5,00,000 (Rs. Five lakh) in the form of a Demand Draft/BG issued by one of the Nationalised/ Scheduled Banks in India in favour of the “Commissioner of Police Hyderabad City”, payable at Hyderabad (the “Bid Security”)</p>	<p>Request you to reduce the Bid Security amount to Rs. 2,00,000 (Rs. Two Lakh) as this value is on the higher side.</p>	<p>No change. It should be as per RfP.</p>

7	1.4	52	<p>Liaison Meetings</p> <p>Liaison meetings shall be held between the Authority and the Contractor at monthly intervals, The meetings would be attended by members of the supervision staff as necessary and would have the objective of exploring on the contents of the progress reports, discussing any problems and financial matters.</p>	<p>We have no objection in attending the meetings. However, the liability of getting the Statutory Clearances should not come on us.</p> <p>Request you to make the necessary changes.</p>	No change. It should be as per RfP.
8	2.26	33	<p>Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.</p>	<p>Request you to modify the Clause as below.</p> <p>“The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services arising due to negligent acts, error or omission.”</p>	No change. It should be as per RfP.
9	3	59	<p>Penalty / Fine</p> <p>The Authority is at liberty to impose penalty / fine as deemed fit for non- submission of stipulated progress reports / test reports on schedule or non-compliance of instructions or for non-performance. The decision of Authority will be final in this regard. The penalty / fine so imposed will be deducted from the monthly invoices payable to the Consultants. The amount of penalty / fine would be three times the monthly remuneration of the concerned responsible personnel.</p>	<p>Please note that the amount of penalty/fine to be imposed on the Consultant for non- submission of stipulated progress reports / test reports on schedule or non-compliance of instructions or for non-performance at three times the monthly remuneration of the concerned responsible personnel is not acceptable. The penalty/fine imposed as mentioned in Clause 3.0 should be a maximum of the one month’s remuneration of the concerned responsible personnel.</p> <p>Request you to modify the Clause accordingly.</p>	No change. It should be as per RfP.

10	3.5.2	82	<p>The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <p>(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 5 (Five) crore</p> <p>(c) professional liability insurance for an amount no less than the Agreement Value. The period of this Insurance is 7 years.</p>	<p>Request to incorporate the following modifications in the Clause:</p> <p>(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (One) crore</p> <p>(c) Professional liability insurance for an amount no less than the Agreement Value. The period of this Insurance is 2 years.</p>	No change. It should be as per RfP.
11	7.2	91	<p>Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted</p>	<p>Request for the value of the Liquidated Damages as mentioned in Clause 7.2 to be capped at 10% of Contract Value.</p> <p>Request you to modify the Clause accordingly.</p>	No change. It should be as per RfP.

12	3.5.1 (b)	81	<p>Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.</p>	<p>We have an umbrella policy covering all our employees. As such, we shall be unable to share individual policies.</p> <p>Request suitable amendment in the clause</p>	<p>No change. It should be as per RfP.</p>
13	3.5.1 (d)	82	<p>Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.</p>	<p>Please note that adding the Authority as the beneficiary of the Consultant is not possible.</p> <p>Request for suitable modification to be made in the relevant Clause.</p>	<p>No change. It should be as per RfP.</p>

Queries received from CBRE

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	1.2 (i)	2		Proof checking to be deleted from PMC scope	No change. It should be as per RfP.
2	1.2.4 (b)	4		Quality independent tests conducted by PMC - cost will be born by EPC contractor	As per RfP.
3	Sl no.3	12		Structural Engineer position to be removed	No change. It should be as per RfP.
4	1.3.3.1 aa (1)	51		Quality Management plan will be prepared by EPC contractor	Please refer revised RfP.
5	1.9 (2)	55		Site office with sufficient infrastructure to be provided by client	Please refer revised RfP.
6	Form-2	58		Surveyor to be changed as Site Engineer-3	Please refer revised RfP.
7	3.4	80		Liability is limited to 50% of contract value	No change. It should be as per RfP.
8	3.5.2	82		Third party insurance to be deleted	No change. It should be as per RfP.
9		General		Service tax to be reiumbursed as actuals and return proof will be submitted with PMC internal financial cerification	Please refer revised RfP.
10		General		We would request to cancel Bid deposit - Rs.10,000/-	No change. It should be as per RfP.
11		General		We would request to cancel Bid security - Rs.5,00,000/-	No change. It should be as per RfP.
12		General		Bid submission date to be extended till 10-Mar-16	Please refer revised RfP.

Queries received from C&W

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	1.2	2	Proof checking of contractor's Design	As a standard market practice the Proof checking consultant should be appointed by client directly and not in by PMC. However PMC should coordinate with Proof checking consultant for day to day coordination for verifying the drawings	No change. It should be as per RfP.
2	1.2.5, point b	5	a) PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps if any in the site. PMC shall maintain all Labour and Labour Payment records as per the Labour laws.	C&W interpret this as " maintaining the records related to EHS, PF, ESI, and labor payment records etc. is primary responsibility of the Contractor.However C&W will keep arecord of the documents related to these shared by the contractor".	Please refer revised RfP.
3	1.8	8	Schedule of selection process- Submission of RFP Documents	We request to extend the submission of RFP documents for a week, from 3 March 16 to 10 Mar 16.	Please refer revised RfP.
4	2.2.2 (A) - I		Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.	C&W shall assist the client in sharing the topography survey data to the contractors, However it is understood that Conducting the topography survey is not part of C&W scope	Please refer revised RfP.
5	2.2.2 (D) - 5	11	Demonstrated experience in Project Management Consultancy and proof checking of designs and drawings of at least one project related to construction of multistoried building more than Ground +12 floors in height with a built up area of minimum 5 lakh sft during the preceding 3 years. (Certificate of proof shall be enclosed from the Authority).	C&W interpret Certificate of proof as " the certificate shared by the respective client on his company's letter head or the mail ID".	Please refer revised RfP.

6	2.2.3	14	Shall have experience of detailed program scheduling and project management for atleast one work of 5 lakh sft. Knowledge of Primeviera software is essential	As discussed during the discussions, we shall provide a experienced team in Microsoft project software which is being used in current markets instead of Primeviera.	Please refer revised RfP.
7	2.2.6	14	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenues from professional fees during the past three financial years and the payments received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual account of the Applicant.	We can share you the revenues from professional fees for past 3 years and may not be able to share the revenues specific to project , as we may have signed NDA. Request to exempt us in sharing the project specific revenues.	No change. It should be as per RfP.
8	2.14.2, point c	33	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.	For deficiency in service, the right available is re-do the work not performed as per the warranty. This is again a potential risk and needs exception approval. Further parameters of deficiency are unknown.	No change. It should be as per RfP.
9	2.25.1	23	Experience certificates as per cl.2.2 Conditions of eligibility of applicant. The certificates shall be issued by the respective departments / organizations and shall be signed and counter signed by EE and SE respectively or by authorized signatory.	C&W interpret EE and SE as respective client incharges/authorized persons	As per revised RfP.

10	1.9, (2)	32	The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change there in may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any in capacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.	As per our HR policy we cannot take signoffs from employees for retention period and hence request you permit if the key person is resigned from the organisation.	No change. It should be as per RfP.
11	2.1, Note 5	56	The Consultant should independently set up office facilities, secretarial services and assistance in checking field survey, testing and other inputs required for their services.	Functional office provisions should be in the scope of EPC contractor. We assume that ready to move in office is provided to C&W	Please refer revised RfP.
12	3	58	Service Tax will be reimbursed on production of Tax payment challan as proof of payment of the same. The rate of service tax will be reimbursed as on the date of submission of Bid. If there is any variation in the rate of service tax upto 2% will be borne by the consultants. If the variation is more than 2% the increase in rate over and above 2% will be reimbursed by the Authority.	As we make the payments of service tax for our monthly total billing of all clients, it would be difficult to share the proof of payment particular to your project. Hence would share you the proof of payment signed by our CFO. Also we want you to reimburse the taxes as applicable instead of variation more than 2%	Please refer revised RfP.
13	2.5.2	59	The Authority is at liberty to impose penalty / fine as deemed fit for non- submission of stipulated progress reports / test reports on schedule or non- compliance of instructions or for non-performance. The decision of Authority will be final in this regard. The penalty / fine so imposed will be deducted from the monthly invoices payable to the Consultants. The amount of penalty / fine would be three times the monthly remuneration of the concerned responsible personnel.	The unilateral penalty provision is unacceptable	Please refer revised RfP.
14	2.9.3	71	2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.	Please note the provisions of RFP shall apply to the agreement and onerous provisions of the RFP, as highlighted earlier, should not be accepted	No change. It should be as per RfP.

15	2.9.5 point 1	74	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof that shall survive for a period of three (3) years from the date of termination/expiry of this Agreement,	The obligation towards the confidentiality should be of a certain period and want to keep it 3 years	No change. It should be as per RfP.
16	3.5.2 (A)	75	(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed as per the agreed scope of work prior to the date of termination ;	This clause should be " (i) remuneration pursuant to Clause 6 hereof for Services performed as per the agreed scope of work prior to the date of termination ;	No change. It should be as per RfP.
17	3.5.2 ©	82	(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 5 (Five) crore	we request to omit this from PMC scope as it is not applicable for PMC's	No change. It should be as per RfP.
18	3.1	82	professional liability insurance for an amount no less than the Agreement Value. The period of this insurance is 7 years	As per standard market practice it should be till the agreement duration. Can you share us the specific relavancy for asking 7 years	As per revised RfP.

19	3.11	84	<p>Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value</p>	<p>Clarity required in respect with the equipment that will be provided by authority and the insurance of such equipment. Insurance of such equipment is required to be responsibility of authority.</p>	<p>The Authority provide office with furniture and any other Equipment at the site office. Safe guard of the furniture is the responsibility of the consultant.</p>
20	3.12	84	<p>The Consultant shall ensure that the Authority, and officials of the Authority having Authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.</p> <p>☐</p>	<p>Such access should not interfere with the progress of work and may be undertaken during reasonable working hours, with prior written intimation.</p>	<p>No change. It should be as per RfP.</p>

21	4.2.3	85	The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Construction, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.	PMC can be responsible for highlighting potential risk and anomalies pertaining to the project documents (designs, drawings, estimates, etc.) no responsibility in respect with accuracy can be undertaken.	No change. It should be as per RfP.
22	7.1.2	85	4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2 .	?? An equitable adjustment shall be made in respect with fees for any increased period.	Please refer clause 2.7.4 & 2.7.5 of Schedule-2.

23	7.2.1	99	7.1.2 The successful consulting firm shall have to submit a Performance Bank Guarantee (BG) for an amount of 5% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 24 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank /Any Scheduled Commercial Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In case of JV, the PBG shall be furnished on behalf of the JV and not individually by the members.	C&W cannot provide Performance bank guarantee, authority already deducting retention money.	No change. It should be as per RfP.
24	7.2.2	91	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	The total LD damages on this account should not be more than 5% of the agreement value	No change. It should be as per RfP.
25			In case of delay in completion of Services due to negligence of the Consultant, liquidated damages not exceeding an amount pro-rated equal to 0.2% (zero point two per cent) of the Agreement Value of services delayed per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant or due to the reasons not directly associated to the Consultant, suitable extension of time shall be granted.	In case of delay in completion of Services due to negligence of the Consultant, liquidated damages not exceeding an amount pro-rated equal to 0.2% (zero point two per cent) of the Value of services delayed per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant or due to the reasons not directly associated to the Consultant, suitable extension of time shall be granted.	No change. It should be as per RfP.

Queries received from SYNERGY

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	1.2	1	<p>Request for proposal: The Authority invites technical proposal (“Technical Proposal”) and financial proposal (“Financial Proposal”) (collectively referred to as “the Proposal”), from qualified consultants with proven relevant experience in proof checking the structural designs and drawings , implementing projects of similar nature and experience in assisting the Authority in Monitoring and Supervision of Construction of the Proposed Civil works, Quality Assurance & Quality Control of the Construction of multi storey buildings with provision for Water Supply Pipe Lines, Sewer Lines, Drainage, fire safety provisions, passenger lifts, Retaining Walls, HVAC, MEP, Networking and other amenities.</p>	<p>1).Please confirm whether proof checking is requireid for only Structural services. 2).As the project is proposed in EPC format, all the designs are prepared by EPC contractor's engineering team. Hence we recommend third party consultant shall be apointed by the authority for review and certify the designs in suffeciency and issue the certificate to the affect. 3).Please clarify whether data centre execution supervision shall be part of the PMC scope of services.</p>	<p>(1 & 2)No change. It should be as per RfP. (3) the supervision for execution of physical part of Data Centre is in the Scope of PMC.</p>
2	1.2.4 - (g)	5	<p>Quality Assurance/Quality Control: g) For the purposes of independent testing, wherever required, all material / Equipment shall be sent for testing / calibration to the Labs that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).</p>	<p>Third party testing Should be included in the scope of the EPC contractor. PMC will monitor the process as part of SOP.</p>	<p>Please refer revised RfP.</p>

3	1.2.5	5	<p>Health, Safety and Environment Requirements: PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps if any in the site. PMC shall maintain all Labour and Labour Payment records as per the Labour laws.</p>	All documents related to labour, labour payment records shall be submitted by EPC contractor on regular basis as required. PMC to only maintain the records to the affect on belaf of Authority as part of SOP.	Please refer revised RfP.
4	1.2.6	6	<p>Contract administration: f) PMC to manage all the Contractual issues with the Contractors in such a way that there is no cost and time implication to the Authority.</p>	Cost and time implication will not affect authority for any reasons attributed to contractors.	No change. It should be as per RfP.
5	1.9	8	<p>Pre-Proposal visit to the Site and inspection of data: Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they are required to provide at least two day’s notice to the nodal officer specified below:</p>	Request Authority to share the complete set of architectural draiwngs along with building sections for understanding and consideration	As per Scope of TOR in RfP.
6	2.2	11	<p>Conditions of Eligibility of Applicants: (D) Conditions of Eligibility for Key Personnel:</p>	<p>1).Proposed manmonths to be reconfirmed. 2). Manmonth stated in RFP, should be followed by everybody without any changes. We assume this is one of the criteria for selection.</p>	Please refer revised RfP.
7	2.2.3	12	<p>Conditions of Eligibility of Applicants: The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenues from professional fees during the past three financial years and the payments received in respect of each of the Eligible Assignments specified in the Proposal.</p>	As service tax is paid to authority on monthly basis for combined volume of bussiness in the month, it will be difficult to furnish such information to the authority for independent project in the duration. Request you to consider and propose way forward. to be discussed	No change. It should be as per RfP.
8	2.14	23	<p>Technical Proposal: (c) Experience certificates as per cl.2.2 Conditions of eligibility of applicant. The certificates shall be issued by the respective departments / organizations and shall be signed and counter signed by EE and SE respectively or by authorized signatory</p>	Request clarification. Is it acceptable that the certficates are signed by aurtherised personel for the Owner / Developer representative of the projects completed.	Please refer revised RfP

9	2.14.7	25	Technical Proposal: An Applicant may, if it considers necessary, propose suitable Sub-Consultant in specific areas of expertise. Credentials of such firms should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel		No change. It should be as per RfP.
10	2.25.2	32	Substitution of Key Personnel: The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.	As Global indian company, Synergy HR policy will not allow us to take bond from our employees. Penalty imposed with deduction of 20% on remuneration of personell for first substitution and 50% on second substution will affect on the overall revenue. As PMC it is our responsibility and we will ensure suitableequally qualified or better qualified and experienced personel shall be deployed at site in all times as per agreed deployment. We request you to reconsdier this point.	No change. It should be as per RfP.
11	2.25.3	33	Substitution of Key Personnel: Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.	same as above.	No change. It should be as per RfP.
12	1.2.2	46	DETAILS OF PROPOSED PROJECT: The proof consultant shall ensure durability, serviceability, structural adequacy, conformation to the design standards, aesthetics ease of construction for each structural and services components before recommending the same for approval;	As the project is proposed in EPC format, all the designs are prepared by EPC contractor's engineering team. Hence we recommend third party consultant shall be apointed by the authority for review and certify the designs in suffeciency and issue the certificate to the affect.	No change. It should be as per RfP.

13	1.3.3.1	48	<p>Scope of Work for Construction, supervision and Quality Control Assurance & Project Management:</p> <p>b).Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.</p>	To be provided by authority and will be issued to EPC contractor as part of SOP.	Please refer revised RfP.
14	1.7	54	<p>Time Schedule:</p> <p>The Project Management Consultancy should be operated concurrently till the Completion, Commissioning and Operational period of the Construction.</p>	Suggest same be read as " Completion, testing commissioning and handover".	Please refer revised RfP.
15	2		<p>Note:</p> <p>2). The above consultancy charges are applicable for rendering the services during the construction period as well as the defects liability period. If any additional scope of work is entrusted to the EPC contractor by the Authority during the defects liability period, the supervision of the additional scope of work shall be done by the consultants.</p> <p>The charges for rendering those services shall be paid as per the respective man-months rate quoted.</p>	<p>only construction duration considered.</p> <p>Deployment of people in Defects liability period is not considered.</p> <p>However in DLP if maintenance team has any issue in approaching the contractor, PMC team can help off the site.</p>	As per RfP.
16	2		<p>3).The Cost of above consultancy services is inclusive of office equipment including computers and other peripherals, Drafting materials, Transportation, over heads and all other contingencies & Miscellaneous.</p>	No drawings shall be produced in office of PMC and all the necessary drawings and details for EPC reference will be issued by respective consultants. EPC contractor to issue all necessary drawings for PMC review and process as part of SOP.	As per RfP.

17			5).Service Tax will be reiumbursed on production of Tax payment challan as proof of payment of the same. The rate of service tax will be reimbursed as on the date of submission of Bid. If there is any variation in the rate of service tax upto 2% will be borne by the consultants. If the variation is more than 2% the increase in rate over and above 2% will be reimbursed by the Authority.	Suggest be considered on actuals as the same will be paid to the authorities.	Please refer revised RfP.
18			The man-months of the consultancy services for the Key Professional as well as Sub Professionals for period less than one month shall be calculated on a calendar day basis for time spent at Site. One day being equivalent to 1/30 of month.	Leaves and holidays to be considered as applicable. In case of personnel in long leave alternate resource to the capacity/ higher will be deployed.	As per RfP.
19	2	58	I. REMUNERATION FOR PROFESSIONAL STAFF: Manmonths proposed	Manmonths in annexure not matching to the manmonths mentioned under Conditions of Eligibility for Key Personnel. To be confirmed.	Please refer revised RfP.
20	3	59	Penalty / Fine: The time period of the contract shall be Twenty (24) months during construction period and PMC should comply and attend complaints in the DLB period.	Reference to same, we suggest some amount be factored as againt submission of necessary reports to the authorities. In case of same reports not submitted in time,amount can be kept on hold till such time the reports are submitted. This way accountability can be established.	Please refer revised RfP.

21	4	60	<p>Time Period: The time period of the contract shall be Twenty (24) months during construction period and PMC should comply and attend complaints in the DLB period.</p>	<p>Maintenance team has to coordinate to respective contractors during DLP. In case contractor is not attending the complaint, it can be escalated to PMC and PMC will in turn talk to the contractor to get the work done. Escalation matrix will be shared during hand over document,</p>	As per RfP.
22	7	90	<p>Liquidated Damages LIQUIDATED DAMAGES AND PENALTIES: Performance Security and Retention Money 7.1.1 The Authority shall retain by way of Retention Money (the "Retention Money"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Retention Money shall be returned to the Consultant at the end of three months after the expiration of this Agreement pursuant to Clause 2.4 hereof. 7.1.2 The successful consulting firm shall have to submit a Performance Bank Guarantee (BG) for an amount of 5% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 24 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank /Any Scheduled Commercial Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In case of JV, the PBG shall</p>	<p>Major concerns 1).Retention of 5% is considered apart from 5% of payment considered of final closure. In addition to both retention and final closure, additonal 5% of PBG is requested. As a net amount of 15% is on hold and is hige amount. We request authorities to reconsider the same. 2). In case PBG is inevitable, We suggest same be only upto DLP period of 12 months from completion date. Suggestion: Only retention amount to be considered for the project for DLP period of 12 months from completion of project.</p>	No change. It should be as per RfP.

23	7.2	91	<p>7.2.1 Liquidated Damages for error/variation: 7.2.1)Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>7.2.2) Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p>	<p>as PMC is service provider, we suggest Liquidated damages for error variation/ liquidated damages for delay are not leveid. Request to revisit this point accordingly.</p>	<p>No change. It should be as per RfP.</p>
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24	Annexure 4	98	<p>Payment Schedule;</p> <ul style="list-style-type: none"> •75% of the invoice amount will be paid on the basis of prorata man month basis as per the breakdown of costs – Form 2 Appendix-II. • 20% of the invoice amount will be paid on the stage based project progress i.e. 25%, 55%, 80% and 100% of the Project, jointly reported by contractor and PMC consultant during monthly progress review meeting to the Authority. • 5% of the invoice will be paid after submission of Certified Final Construction dossier, Operating Manuals, Training Manuals and Project Close out report to the Authority. 	Please confirm on milestone % reference to project progress.	As per RfP.
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Queries received from SGS

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	1.8	8	<p>INTRODUCTION</p> <p>Last Date For Bid Submission : 03-03-2016</p>	Requested to extend the Date up to 14-03-2016	Please refer revised RfP
2	2.2.2		<p>INSTRUCTION TO APPLICANTS</p> <p>Key Personal Qualification and Experience :</p> <p>Project Manager :Graduate In Civil Engineering Experience with 15 Years Experience</p>	Project Manager :Graduate In Civil Engineering Experience with 15 Years Experience Or Diploma In Civil Engineering with 25 Years Experience	Please refer revised RfP
			<p>Construction Manager :Graduate In Civil Engineering Experience with 10 Years Experience</p>	Construction Manager :Graduate In Civil Engineering Experience with 10 Years or Diploma in civil engineering with 15 years Experience	Please refer revised RfP
3	2.2 form- 1		<p>TOR</p> <p>Payment Terms:</p> <p>As per RFP Document the financial proposal shall be submitted and rates should be quoted in Mammoth basis for the key personal which includes all expenses</p>	As this is a PMC contract Financial proposal can be submitted in Lumsum value or % cost on the project value to determine L1 bidder and Monthly payments will payed based on the man month cost breakdown proposed which is the normal industry practice	No change. It should be as per RfP.

Queries received from 3TI

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1			Pre Qualifications for Foreign Companies in RFP:	Foreign companies having Indian subsidiary company or office in India, be allowed to participate in the bidding process on the assurance that foreign company will set up their requisite office / company in India before award of work in case they are declared successful.	As per eligilble bidders prescribed in RfP.
2	1.8 (6)	8	Last Date for Submission :	Will be extended up to about March 17 , 2016 because , we have to get our documents translated and attested from Italy our HQ.	Please refer revised RfP.
3			Attention of Experience Certificates :	Attestation of the certificates be allowed by a local Lawyer & Chartered Accountant in India rather than Indian Consulate abroad	All foreign certificates shall be Apostilled by the competant Authority of Indian Embassy in that country.

Queries received from Development Consultants Pvt. Ltd.

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1			As per RFP, bidder has to furnish bid security of Rs. 5,00,000.00 (Rs, Five Lakh) in the form of Demand Draft / BG. We have decided to furnish BG to be issued by one of the Nationalized / Scheduled Banks in India in favour of the "Commissioner of Police Hyderabad City", payable at Hyderabad as per format given at Annex-7.	<p>However we understand from our Contract Department that the issuing Bank will not issue any Bank Guarantee without Bank details of the Client as it has become mandatory to produce the same to the issuing Bank. We would, therefore, request you to kindly send the following details per return mail which will help us to get the BG at an early date.</p> <ol style="list-style-type: none"> 1. Client's Bank name & IFSC Code 2. Client's Bank address 	<p>Bank Name & Address: State Bank of Hyderabad- Treasury Branch, Gunfoundary, Account No: 62346840446 MICR No: 500004093 IFSC Code: SBHY0020916</p>

Queries received from A.K.A Consultants (India) Pvt. Ltd..

Sl. No.	Clause No.	page no	Content of the RfP requiring clarification	clarification sought	Response from Authority
1	2.2.2 (b)	11	An Average Annual Turnover of not less than Rs 25 crore per annum in last three years from Project Management services evidenced by the submission of Audited Annual Accounts and also certificate from Statutory Auditor.	<p>Our Suggestion – The qualifying projects for evaluation is required to be of Rs. 50.00 Crores and financial capacity of the consultant is asked to be Rs. 25.00 Crores, this seems to be very high and also not as per the CVC tender guidelines.</p> <p>Assuming the project cost as Rs.70.00 Crs. Considering the consultancy fee at 3% of the project cost on higher side. The total consultancy fees calculated to Rs. 2.10 Crs. Therefore we request that the required turnover may be kept as Rs. 2.5 to 3.00 Crs. maximum.</p>	No change. It should be as per RfP