

Employer's responses on Prebid queries of Program Manager for New Cities (PMNC) for Infrastructure Development of Orvakal Industrial Area at Kurnool District in Andhra Pradesh under Hyderabad Bengaluru Industrial Corridor (HBIC)

Tender Notice No: 18/APICDC/2024-25 dated 25.12.2024.

DT: 09.01.2025

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
1.	5.Preparation of Proposal 5.6.8 (d) Technical Proposal Page No.:29	The curriculum vitae shall be as per the prescribed format (Refer Form 4M) and shall be a maximum of 4 (four) single-sided pages (2 sheets double-sided) for each Key Personnel. In addition, a 1 (one) page executive summary shall be provided. In the event any averment made in the curriculum vitae of a Proposed Key Personnel is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of 3 (three) years. The award of the Assignment to the Applicant may also be liable to cancellation in such an event.	Restriction on the number of pages of the CV would constrain full demonstration of the candidate's capabilities. We therefore, kindly request page limit may be increased to at least 8 pages (4 double sided sheets) or may be deleted altogether.	Refer Addendum-1
2.	5.Preparation of Proposal 5.6.8 (f) Technical Proposal Page No.:29	Ongoing consulting assignments can be submitted with details of progress supported by suitable documents. However, assignments completed up to 80% (eighty per cent) or more shall only be considered for evaluation and the marks awarded for such assignments shall only be 80 % (eighty percent) of maximum marks. The Applicant shall provide the proof that the assignment is completed up to 80 % (eighty percent) through proof of payment received till date duly certified by the statutory auditor or through a certificate from the respective client.	We kindly request that assignments completed up to 80% (eighty percent) or more be considered for the full 100% of the maximum marks, rather than awarding only 80% of the marks.	Refer Addendum-1
3.	5.Preparation of Proposal 5.6.8 (3) (I) Technical Proposal Page No.: 30	No Proposed Key Personnel involved should have attained the age of 65 (sixty-five) years at the time of submitting the Proposal. The Client reserves the right to ask for proof of age, qualification and experience of the Proposed Key Personnel at any stage of the Selection Process/Contract.	As PMC type of projects are long gestation projects and do not involve extensive site visits, while experience in addressing various critical aspects of the implementation is vital. Hence, personnel who are fit enough to work and provide inputs even though more than 65 years of age may be considered. We therefore request the age limit be relaxed for the Key Personnel.	RFP Condition shall prevail
4.	8.2.3 Evaluation of Technical and Financial Proposal Page No.: 38	The Key Personnel may be required to be in person for the interview	We kindly request that the clause requiring the personal presence of Key Personnel at the time of the presentation be removed. May kindly consider option of online presence of the key professionals instead.	RFP Condition shall prevail

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			project in the last Ten (10) years preceding PDD,					
6.	Annexure – I: Parameters for Evaluation of Pre-Qualification Page No.: 52	S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium		Same as above, we request the experience of consultants in Smart City Projects also to be considered and Projects completed in the last 15 years also to be considered.	Refer Addendum-1
					Lead Member	Other Member		
		1b	<p>Specific experience* of the applicant:</p> <p>As the other member of a Joint venture/Consortium should have completed at least two project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Two (02) square kilometers.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the</p>	NA	NA	<p>Must meet requirement</p> <p>At least one (01) No. of project</p>		

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			last Ten (10) years preceding PDD, will be considered for the purpose of qualification....					
7.	Annexure – I: Parameters for Evaluation of Pre-Qualification Page No.: 53	S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium		Construction cost requirement for between Serial No. (i), (ii) and (iii), especially between (i) and (ii) are not adequately spaced out, with difference between them to be only INR 150 Cr. We therefore request the Construction Cost requirement for Serial No. (i) – 'Three similar completed services' – be revised from the current threshold of INR 550 Crores to INR 350 Crores for participation of higher number of bidders.	Refer Addendum-1
			The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following: (i) Three (03) similar completed services with the construction cost of not less than Rs 550 Crore each; or (i) Two (02) similar completed services with the construction cost of not less than Rs	Must meet requirement	Lead Member	Lead Member		
				Must meet requirement	Must meet requirement of all members combined	Must meet requirement of all members combined		
					Meet 75% of the requirement in the respective category	Meet 25% of the requirement in the respective category		

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			700 Crore each; or (ii) One (01) similar completed service with the construction cost of not less than Rs 1050 Crore. For the sake of clarity, similar works shall mean the implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development plans						
8.	Annexure – II: Parameters for Evaluation of the Technical Proposal Page No.: 55	S. No.	Criteria				Marks	As mentioned in the previous queries, the scope of this project being similar to various PMCs of Infrastructure and Smart City Projects, we kindly request that infrastructure projects and smart city to be included in the evaluation criteria. Additionally, we propose extending the evaluation period to cover the last 15 years preceding the PDD, instead of the current 10 years. We also request that the requirement be adjusted to consider 2 completed projects and 1 Greenfield development project in order to attain the maximum marks.	Refer Addendum-1
		A1	<u>Similar experience related to the Assignment</u> The applicant should have completed at least two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs. The applicant may submit a maximum of three (03) completed projects and 1 <i>Greenfield development project</i> to attain maximum marks under this category				8		

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9.	Annexure – II: Parameters for Evaluation of the Technical Proposal Page No.: 55	S. No.	Criteria	Marks	As the qualification criteria considers construction cost threshold to be minimum of INR 550 Cr, and we have requested for the threshold to be INR 350 Cr., we kindly request that the project cost requirement for each eligible program/project package be revised from the current threshold of 1050 Crores to 350 Crores. This adjustment will enable a wider range of projects to qualify, ensuring that relevant experience is more inclusive. Additionally, we propose extending the evaluation period to cover the last 15 years preceding the PDD, instead of the current 10 years.	Refer Addendum-1
		A2	<u>Experience in Programme / Project Management for National / State level Infrastructure development programme/projects</u> The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects. The minimum size of each eligible programme/project package should be at least ₹ 1050 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this category.	6		
10.	Annexure – II: Parameters for Evaluation of the Technical Proposal Page No.: 55	S. No.	Criteria	Marks	We kindly request that the evaluation period be extended to the last 15 years preceding the PDD, instead of the current 10 years. This adjustment will encourage healthier competition by allowing a broader range of relevant experience to be considered.	Refer Addendum-1
		A3	<u>General experience in Project Development Advisory Consultancy Services</u> The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar project of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development. These projects should have infrastructure components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. The cumulative consultancy Fee of two eligible project shall be ₹ 20 Crore.	2		
11.	Annexure – II: Parameters for Evaluation of the Technical Proposal Page No.: 56	S. No.	Criteria	Marks	The realm of Industry 4.0 technologies being relatively new, very few companies may have expertise in the field. While the scope may include, the requirement, scoring the experience of such technologies in evaluation would be limiting for a number of companies. We therefore request that the requirement for	Refer Addendum-1
		A5	<u>Experience in Advanced Manufacturing & Innovation (Industry 4.0)</u> The applicant should have experience in the integration	2		

Sl. No.	Section/Page/ Clause No.	Clause Description			Query/ Clarification requested	Employer's Response
			of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in at least one (1) major infrastructure project. Applicant may submit two (02) projects to attain maximum marks under this category.		experience in Advanced Manufacturing & Innovation be removed from the scoring criteria.	
12.	Form 5B-2(a): Standard Schedule of Rates for Additional Personnel Page No.: 114	The experience for the position of senior expert in the additional resource pool should be a minimum of 15 years.			We kindly request that the experience requirement for the position of Senior Expert in the Additional Resource Pool be revised to a minimum of 10 years, instead of the current requirement of 15 years.	RFP Condition shall prevail
13.	Form 5B-2(b): Standard Schedule of Rates for Additional Personnel Page No.: 116	The experience for the position of Associate in the additional resource pool should be a minimum of 8 years.			We kindly request that the experience requirement for the position of Associate in the Additional Resource Pool be revised to a minimum of 5 years, instead of the current requirement of 8 years.	RFP Condition shall prevail
14.	Form 5C: Staff Fee Estimate (₹) Page No.: 118	The rates for the subsequent years (i.e. years 2,3 and 4) shall be same as quoted for the first year.			As the project duration is 4 years, PMC projects usually include provision for cost escalation as per the procurement guidelines of Govt. of India. We therefore request that escalation provision be allowed after 18 months, to account for potential increase in input costs during the project timeline	RFP Condition shall prevail
15.	2.1 PMNC overview Page No.: 134	The PMNC to ensure that the proposed development shall be cost-effective, environment friendly and uses technologically advanced system vis-a-vis the normal mode of development/ construction currently in use in Andhra Pradesh and in India. For the same, PMNC shall ensure the use of 3D technology model for all the infrastructure development and the model should be able to simulate the situation in case of some natural calamity.			We kindly request that you provide the specific 3D technology model or format in which the results are expected. Clarifying the required model or technology will help ensure that we deliver the results in the appropriate format, aligned with your expectations.	RFP Condition shall prevail
16	Form 4 N Staffing Schedule for Key Personnel Page No. 96 & Section 6, Terms of Reference, sub-section 2.9 Milestones/	1)The first four key professional positions are eligible for full-time deployment. The remaining positions will be engaged on as needed basis, depending on the requirements of the Project. 2) The duration stated for each Key Professional are best estimates based on the current scope and client needs. As the Programme evolves, some positions may be changed/ replaced with new positions or new Key Professional may be added. All changes to Key Professional will be decided by mutual consent of the			We kindly request clarification regarding the payment terms According to the Form 4N of RFP, Payment shall take into consideration actual deployment of key professionals for the milestones specified in Payment schedule on Page 173.	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Deliverables and Time schedule for Milestones/Deliverables- Payment schedule for 1st year on Page 173.	Consultant and the Client and be part of future work orders. 3) It is envisaged that all the members of the Key Professional shall be required during the term of assignment as mentioned above (4 years). However, a fresh assessment of the requirement shall be made at the end of finalization of annual work orders in consultation with the consultant. Payment to the consultant shall take into consideration the actual deployment of the Key Professional and shall be in accordance with the provisions of the Standard Form of Contract in SECTION 6: of this RFQ-cum-RFP. It is clarified that nothing contained in this Form should be interpreted as an assurance (express or implied) that the term of the assignment would be extended beyond the initial 1 (One) year	However, the actual deployment details, such as the addition of new professionals, changes in roles, or extensions of man-months of actual deployment for defined positions, will only be determined after a certain period of time. As a result, the total quantum of payment cannot be determined prior to start of the work, to calculate the percentage-based payments for each milestone as per Payment table on Page 173. Therefore, we request you to kindly clarify how these conditions would be considered for the overall payment schedule.	
17	Minimum Qualification Criteria Page No.: 51	Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least two projects of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Two (2) square kilometers. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered shall include: i. Roads and Bridges ii. Water Supply/Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation incl. Distribution network	In the scope of work area-based development activities are included such as development of administrative buildings, Land scape designs, preliminary infrastructure designs and drawings etc., considering the same “PMC for SMART CITY PROJECTS” must be considered as eligible projects for the said criteria of “Minimum Qualification”. And further since the scope of work includes the building development project, kindly include PMC for building Projects as one of the “infrastructure components”. Hence it can be modified as In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Seven (7) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered shall include: i. Roads and Bridges ii. Water Supply/Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation incl. Distribution network	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			vii. Building Projects Kindly consider	
18	Minimum Qualification Criteria Page No.: 53	<p>The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following:</p> <p>i. Three (03) similar completed services with a Construction cost of not less than Rs 400 Crore each; or</p> <p>ii. Two (02) similar completed services with the Construction cost of not less than Rs 500 Crore each; or</p> <p>iii. One (01) similar completed service with Construction cost of not less than Rs 750 Crore.</p> <p>For the sake of clarity, similar works shall mean the implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development plans</p>	<p>Area based development plans are the major scope in the "SMART CITY PROJECTS". Hence the PMC for SMART CITY PROJECTS must be considered as eligible projects for the said criteria.</p> <p>Kindly consider</p>	Refer Addendum-1
19	Parameters for Evaluation of the Technical Proposal Page No.: 55	<p>A1: Similar experience related to the Assignment</p> <p>The applicant should have completed at least two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs. The applicant may submit a maximum of three (03) completed projects and 1 Greenfield development project to attain maximum marks under this category.</p>	<p>Greenfield development project under the category of development /implementation of Industrial Parks/ Investment region/SEZs will be very limited.</p> <p>Hence, 1 Greenfield development project of any infrastructure sector to be considered as eligible similar experience.</p> <p>Kindly consider our request and include.</p>	Refer Addendum-1
20	Parameters for Evaluation of the Technical Proposal Page No.: 55	<p>A2: Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects. The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects The minimum size of each eligible programme/project package should be at least ₹ 1050 Cr.</p> <p>Applicant may submit four (04) completed projects to attain maximum marks under this category</p>	<p>Under the said category the maximum 4 projects to be projected of at least Rs 1050 Crs.</p> <p>Since, the possibility of defined 4 no of projects with a defined cost will be very limited. Hence a range of 900 to 1000 crs may be the revised project cost under this criterion to have competitive bidding.</p> <p>Kindly consider our request and include</p>	Refer Addendum-1
21.	Parameters for Evaluation of the Technical Proposal Page No.: 55	<p>A3 General experience in Project Development Advisory Consultancy Services</p> <p>The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar project of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development.</p>	<p>Advisory services for the development of Integrated Township with the scope of Integrated real estate services are the relevant experience for the said "Project Development Advisory Consultancy Services" criteria. Hence, the said experience is requested to be included for the evaluation under this criterion.</p>	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			Kindly consider.	
22.	Parameters for Evaluation of the Technical Proposal Page No.: 56	A5 Experience in Advanced Manufacturing & Innovation (Industry 4.0) The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure project. Applicant may submit two (02) projects to attain maximum marks under this category.	The projects with scope of “Project Management infrastructure system (PMIS) and online monitoring” of major infrastructure projects should be considered as eligible project under the said criteria since the advanced technologies which is the similar project experience. Hence, include the same as eligible project experience under this category. Kindly consider.	RFP Condition shall prevail
23	Clause 3 h Page 30	The Applicant must furnish the Client certifications/Certificate. from the Statutory Auditor for the projects listed under the experience section.	It is requested that the bidders to be allowed information from any public domain to substantiate for information regarding the project which may be missing in the client certificate.	RFP Condition shall prevail
24	Clause 3 j Page 30 and Clause 8.1.1, Sl. No.2, Page 34	If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite Proposed Key Personnel from that foreign company/ entity shall be fielded. In case of an Applicant which is a subsidiary of a body corporate incorporated under the applicable laws of its origin and using credentials of parent company for Technical and Financial qualifications, a letter of support will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilise the same for performance of services	We understand that a firm qualified using the credentials of the parent company does not have to propose key personal from the parent company.	Bidder's understanding is correct
25	8.2.4 Evaluation of Technical Proposals/Score Page No. 39	2. In case the Applicant is a Consortium, the evaluation of the technical proposal shall include the credentials of all members, including non-substantial members.	Kindly clarify whether credentials of a sub-consultant will also be evaluated.	It is confirmed that the credentials of a sub consultant will not be Evaluated
26	Annexure – I: Parameters for Evaluation of Pre-Qualification (Minimum Qualification Criteria) Page No. 51	Sl. No. 1a - Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least Two projects of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones/special investment zones/ area development plans for an area not less than Five (5) square kilometres. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:	1. Considering that the criteria allow for projects involving implementation of area development plans, we understand that projects involving smart city projects, airport development, port development that have multiple components similar to integrated infrastructure similar to this project can also be submitted by the bidders, as this has also been allowed in previous similar projects undertaken under NICDC/APIDC. Kindly confirm.	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation including Distribution network	2. Considering the tenure of similar projects is relatively longer, with implementation spanning across 5-7 years, it is requested to allow bidders to submit projects completed during last 15 years instead of 10 years.	
27	(Minimum Qualification Criteria) Page 53	S. No. 2 - The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following: (i) Three (03) similar completed services with a Construction cost of not less than Rs 400 Crore each; or (ii) Two (02) similar completed services with the Construction cost of not less than Rs 500 Crore each; or (iii) One (01) similar completed service with Construction cost of not less than Rs 750 Crore. For the sake of clarity, similar works shall mean the implementation of trunk infrastructure components like roads & utilities, power substations, water supply networks, solid waste management and sewage treatment plants for industrial estates or parks/ special economic zones/ special investment zones/ area development plans.	1. Considering the tenure of similar projects is relatively longer, with implementation spanning across 5-7 years, it is requested to allow bidders to submit projects completed during last 15 years instead of 10 years. 2. Also, as indicated under Point 8, page 58 of the RFP, we understand that similar works related to infrastructure development program include implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.	Refer Addendum-1
28	Annexure – II: Parameters for Evaluation of the Technical Proposal Page No. 55	3. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are: Sl. No. A1 - Similar experience related to the Assignment The applicant should have completed at least two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development/implementation of Industrial Parks/ Investment region/SEZs. The applicant may submit a maximum of three (03) completed projects and 1 <i>Greenfield development project</i> to attain maximum marks under this category.	Requesting to revise the criteria as “The applicant should have completed atleast two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last fifteen (15) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development/implementation of Industrial Parks/Investment region/SEZs/area implementation plans/Airports/Ports.” Also, we understand that the bidders can submit projects undertaken for sovereign entity/authority/private sector agency. Kindly confirm.	Refer Addendum-1
29	Annexure – II: Parameters for	Sl. No. A2 -Experience in Programme/ Project Management for National/ State level Infrastructure development programme/ projects	Requesting to revise the criteria as “The applicant shall have, over the last fifteen	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description		Query/ Clarification requested	Employer's Response
	Evaluation of the Technical Proposal Page No. 55	The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central/ State Government agency/ private entities for infrastructure development programme/ projects Minimum size of each eligible programme/ project package should be atleast ₹ 750 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this category.		(15) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects."	
30	– II: Parameters for Evaluation of the Technical Proposal Page No. 56	Sl. No. A5 - Experience in Advanced Manufacturing & Innovation (Industry 4.0)The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure project. Applicant may submit two (02) projects to attain maximum marks under this category.		Considering that the role of the Consultant relates to the development of trunk infrastructure, and this aspect has already been covered under the services of the Knowledge Partner proposed to be appointed by NICDC, it is requested that this clause be omitted as part of the technical evaluation	RFP Condition shall prevail
31	Clause 8 Page 57	Infrastructure development programme/ projects for this document shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.		We understand that the definition infers: “ Infrastructure development programme/ projects for this document shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants)/power plants/ports/airports/ railways/highways/expressways/integrated water supply, waste treatment projects.	Bidders understanding is correct
32	Annexure 3 2 C Page 59	Familiarity with Local Region (India) total Marks-15%		Since experience in India and knowledge of local language and culture have been accorded a 15% weight age, we understand that weightage accorded to local language is for Hindi and English language. Kindly confirm	RFP Condition shall prevail
		Experience in any infrastructure project in India	12%		
		Knowledge of local language and culture	3%		
33	Form 4S Disclosure of Prior Engagements with APICDC Page No. 109	1. Prior Engagement Details: Please provide details of all prior consulting assignments with NICDC/APICDC/ APIIC of a similar nature to the current assignment.		Kindly clarify if the bidder is also required to share details of projects being implemented under NICDC and where the contractual obligation of the consultant is with the state SPV.	Yes. The bidder is required to share the details of Projects being implemented under NICDC and where the contractual obligation of the consultant is with the

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				state SPV
34	TOR Various	3D Model	The TOR indicates the requirement of the project implementation to be based on a 3D model requirement. Kindly clarify whether the Master Plan and Preliminary Design Consultant has undertaken the services involving preparation of their design using a 3D platform.	Preparation of designs using 3D platform in the scope of Preliminary Design Consultant.
35	2.5. Minimum Required Experience and Expertise of Proposed Core Team And Resource Pool Pag No. 174	4.1 List of Minimum Key Personnel 1. Programme Director • Master's degree in civil engineering or urban planning /equivalent with active Registration with a relevant recognized international/national professional association or Institute and having a Project Management Professional or similar certification from a relevant recognized international/national body or institution. • Minimum of 25 years progressively senior experience in all facets of infrastructure including Planning, design, construction, and Programme management. • Experience in at least 1 Programmes in leadership capacity (Programme /project Director) of similar Experience (as defined in the eligibility criteria) during the last 10 years.	<i>It is requested that active Registration with a relevant recognized international professional association or institute or a Project Management Professional or similar certification from a relevant recognized international body or institution be a desirable criterion rather than a mandatory criterion.</i>	RFP Condition shall prevail
36	S No 5 Page 175	Programme ICT Manager (International experience preferred) - Minimum 15 years exp	Considering this is an intermittent position, we understand that the same expert can be proposed for both Kopporthy as well as Orvakal node RFP's. Kindly confirm.	The resource, including key personal allocated to kopporthy and orvakal should be distinct and separate.
37	S. No 6 Page 175	Chief Interface Manager BE/B. Tech with min. of 10 years/Diploma with 15 years of work experience and should have experience in the interface between utilities for at least three similar projects	Considering the project involves multiple utilities through both design and execution stages, we suggest that this position should have adequate experience and qualifications to include as follows: "BE/B. Tech with min. of 15 years/master's in urban planning with 10 years of work experience and should have experience in the interface between utilities for at least three similar projects. Also, since this is an intermittent position, we understand that the same expert can be proposed for both Kopporthy as well as Orvakal node RFP's. Kindly confirm.	RFP Condition shall prevail
38	S. No 7 Page 175	Design Manager (Design Head) BE/B.Tech with min. 10 years of work experience and should have	Considering the project involves multiple utilities through both design and execution stages, we	RFP Condition shall prevail

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		worked on at least in 1 similar project viz. Road/Water Supply projects.	suggest that this position should have adequate experience and qualifications to include as follows: “ BE/B.Tech with min. 15 years of work experience and should have worked on at least in 1 similar project viz. Road/Water Supply projects.” Also, since this is an intermittent position, we understand that the same expert can be proposed for both Kopparthy as well as Orvakal node RFP's. Kindly confirm.	
39	Note at end of Page 176	Notwithstanding anything to the contrary, the Personnel designated as Key Professionals must always be employees of the Consultant, or in the case of a Consortium, employees of any of its Members.	We understand that the clause refers to the key personnel being employees of the bidder following award of the contract, and not as on the rolls of any third-party agency/independent consultants. Kindly confirm our understanding is correct.	Refer Addendum-1
40		Value of Projects and Value of Fees as per the experience submitted by the bidders	It is suggested that an escalation factor be allowed to arrive at the current cost and fees received for each project that is being submitted as part of the bidders' experience. Kindly consider.	RFP Condition shall prevail
41	Page 8; 2; Critical Data Sheet;	Last Date for submission of the Proposal; 29.01.2025	We request the proposal due date be determined 4 weeks post issuance of replies to pre-bid queries so as to take such corrigendum/addendum into account in preparing quality proposal complying the proposal requirements.	RFP Condition shall prevail
42	Summary of financial proposal, Page 123	Duration of Project	Please confirm for the duration of consultancy services as there are conflicting forms stating three and four years.	Duration of the consultancy services is 4 yrs
43	Section 2; Clause 5.6.9;Page 32 Financial Proposal	Indexation of remuneration will not be done in this Contract. For the sake of clarity, it is again clarified that the same rates are to be quoted for Year 1 (one) to 3 (three) and escalation will not be given in this Contract.	We request that indexation may please be introduced as part of the terms of this RFP. Without the same, fee rates for year 1 will need to be front loaded or averaged to cover costs for all 4 years leading to excess fee paid by the Client. We also understand that if the services are extended beyond the initial contract period of four years or variation orders are issued, these rates shall be mutually discussed and agreed.	RFP Condition shall prevail.

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			Please confirm.	
44	Annexure 1: Parameters for Evaluation of Pre-Qualification Page 51	Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least two project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Five (05) square kilometers.	We request client to amend the following as: As a sole applicant or lead any member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during last Ten (10) fifteen (15) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans/ townships/ ports/ airports for an area not less than five (5) square kilometers. We understand that the experience of the bidder, including instances where the bidder participated in a consortium but was not the lead member, will also be considered. Please confirm if this understanding is correct.	Refer Addendum-1
45	Annexure-I: Parameters for Evaluation of Pre-Qualification, Table: Minimum qualification criteria Qualification Criteria, Sl.No. 2 Page 53	The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following: Three (03) similar completed services with the construction cost of not less than Rs 550 Crore each OR Two (02) similar completed services with the construction cost of not less than Rs 700 Crore each; OR One (01) similar completed service with the construction cost of not less than Rs 1050 Crore.	We request client to consider projects from last 15 years.	Refer Addendum-1
46	Annexure 1: Parameters for Evaluation of Pre-Qualification; Page 54	Notes: For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India (www.rbi.org.in), on the Base Date (30 days prior to PDD).	We understand that enhancement factors will be applied to adjust the completion cost of works to align with the base year.	RFP Condition shall prevail
47	Annexure-II: Parameters for Evaluation of the Technical Proposal, Table Page 55	Similar experience related to the Assignment Experience in Programme /Project Management for National / State level Infrastructure development programme/projects General experience in Project Development Advisory Consultancy Services International experience of the Project Development Advisory Consultancy Services Experience in Advanced Manufacturing & Innovation (Industry 4.0)	We request client to consider projects from last 15 years to demonstrate broader experience.	Refer Addendum-1

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48	Annexure-II: Parameters for Evaluation of the Technical Proposal, Table, Sl.No. A1 Page 55	Similar experience related to the Assignment The applicant should have completed atleast two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs. The applicant may submit a maximum of three (03) completed projects and 1 Greenfield development project to attain maximum marks under this category.	We request client to add area development projects also as similar experience. And amend as following The applicant should have completed atleast two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) fifteen (15) years preceding the PDD, to the concerned sovereign entity/ authority/ agency/private client entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs./ area development The applicant may submit a maximum of three (03) completed projects and 1 Greenfield development project to attain maximum marks under this category	Refer Addendum-1
49	Annexure-II: Parameters for Evaluation of the Technical Proposal, Table, Sl.No. A3 Page 55	General experience in Project Development Advisory Consultancy Services. The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / investment regions/area development, Integrated real estate development. These projects should have infrastructure components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. The cumulative consultancy Fee of two (02) eligible project shall be ₹ 20 Crore.	We request client to amend the requirements as: The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / investment regions/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants , ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects. The cumulative consultancy Fee of two (02) eligible project shall be ₹ 20 Core.	Refer Addendum-1
50	Annexure-II: Parameters for Evaluation of the Technical Proposal, Table, Sl.No. A5 Page 56	Experience in Advanced Manufacturing & Innovation (Industry 4.0) The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure projects. Applicant shall submit two (02) projects to attain maximum marks under this category.	We request client to consider experiences wherein experience related to latest technologies applied in major infrastructure project.	RFP Condition shall prevail
51	Annexure-II: Parameters for	For Sl. no. A1 to A5 above, the completed project shall also mean ongoing consulting Assignments. However, assignments completed up to 80% (eighty	We request client to kindly consider 80% or more completed projects as Completed and full	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Evaluation of the Technical Proposal, Note 4 Page 56	percent) or more shall only be considered for evaluation and marks awarded for such assignments shall only be 80 % (eighty percent) of maximum marks. The Applicant shall provide the proof that the assignment is completed up to 80 % (eighty percent) through proof of payment received till date duly certified by statutory auditor or through certificate from the respective client.	marks be awarded for such projects.	
52	FORM 4N: Staffing Schedule for Key Personnel (Core Team), Page 96	Person months for Programme ICT Manager, Chief Interface Manager, and Design Manager (Design Head)	We strongly differ with the RFP that the number of months of input of Programme ICT Manager, Chief Interface Manager, and Design Manager (Design Head) will not be for the entire year like the other personnel. In order to maintain the critical team on ground at all times, we request that input of these personnel should also be considered to be full time for the entire year.	RFP Condition shall prevail
53	Form 5B-2(a), Page 115	The experience for the position of senior expert in the additional resource pool should be a minimum of 15 years.	Since these are support personnel, we request that minimum experience of senior expert in additional resource pool may please be considered as 10 years.	RFP Condition shall prevail
54	Form 5B-2(b), Page 117	The experience for the position of Associate in the additional resource pool should be a minimum of 8 years.	Since these are support personnel, we request that minimum experience of associate in additional resource pool may please be considered as 5 years.	RFP Condition shall prevail
55	Form 5B-2(b), Page 117	List of expertise for Additional Personnel	Kindly confirm that deployment in year 1 of additional personnel will be determined post award of work such that the tasks identified in year 1 can be suitably completed.	RFP Condition shall prevail
56	Section 6: Terms of Reference Sub clause 4.3.1.1, Resource Pool; Page 177	Resource Pool Curriculum vistas of the proposed personnel for the above stated resource pool need to be submitted in the technical proposal. But these Curriculum vistas shall not be used for evaluation of technical proposal.	We request client to allow bidders to submit the Curriculum vistas of the proposed personnel for the stated resource pool during the negotiation stage and/or prior to the execution of contract as deemed necessary.	RFP Condition shall prevail
57	Section 6: Terms of Reference Subclause 4.3.1.1, Page 177	PICDC reserves the right to ask for the details regarding the proof of age, qualification and association of the Key Professional with the Consultant. Age limit for Key Professionals mentioned above to be deployed on project should not be more than 65 (sixty-five) years on the date of Proposal submission.	We kindly request client to consider experts with max age as 70 years instead of 65 to account for the experience required under the criteria.	RFP Condition shall prevail
58	Clause 7.1.3, Page 220	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:	We kindly request the client to update the payment terms to be based on team deployment for the respective periods. Linking milestone payments may not be feasible, as the consultants will be dependent on other parties for certain	RFP Condition shall prevail

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			deliverables. This adjustment will ensure a more practical and manageable payment structure throughout the project.	
59	Clause 2.5.6(b)- Liability of The Consultant of GCC; Page 240	The aggregate liability of either Party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to	We request client to amend the clause to following. 2.5.6- (b) The aggregate liability of either Party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Fee ceiling Value, provided that this limitation shall not apply to: (i) Any obligation or claim arising out of or in connection with any third-party claim of IPR infringement; and; (ii) In the event of any gross negligence or willful misconduct on part of either Party, as finally judicially determined by a court of competent jurisdiction.	RFP Condition shall prevail
60	Clause 2.5.5 Risk and Cost Procurement of GCC, Page 204	1.The Client shall be entitled, upon termination of the Contract for the grounds under Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. 2 The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Client. It shall not be necessary for the Client to notify the Consultant of such procurement. It shall, however, be at the discretion of the Client to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the Consultant.	Considering the nature of works, We request the client to delete the clause.	RFP Condition shall prevail
61	Clause 5.6.3 Replacement of Personnel, Page 16	Permanent replacement of any Key Professional shall be subject to Client's approval, and for the first permanent replacement of Key Professional for a particular role, such permanent replacement shall be paid at 90% (ninety percent) of the Scheduled Rate of the Key Professional being replaced, and for a subsequent replacement for such role, the second permanent replacement Key Professional shall be paid at 80% (eighty percent) of the Scheduled Rate.	We kindly request the client to allow bidders the flexibility to replace key professionals in situations where such replacements become unavoidable. This is particularly relevant in cases of Resignation/serious illness by key personnel or other circumstances beyond the control of the consultants. Such an arrangement would ensure continuity in project execution while maintaining the required standards of professionalism and expertise.	RFP Condition shall prevail
62	Clause 6.4.6 of GCC, Page 218	The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 6.4.5 of the GCC 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 if the Consultant disputes	We request client to amend the clause as follows. The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 6.4.5 of the GCC shall be binding on it and it	RFP Condition shall prevail

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		the effect of such variation on the quantum of work required from the Key Professional and the Additional Personnel as set forth in such previously issued Work Order.	shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even if the Consultant disputes the effect of such variation on the quantum of work required from the Key Professional and the Additional Personnel as set forth in such previously issued Work Order	
63	Clause 6.5.1 of GCC, Page 219	If, 3 (three) days prior to date of submission of the Proposal, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable.	We request to amend the clause as follows: If, from 3 (three) days prior to date of submission of the Proposal till the completion of the Services under this Contract, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable.	RFP Condition shall prevail
64	Clause 7.1.8 of GCC, page 221	Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents.	It is requested to amend Clause 7.1.8 in the manner given below: Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 30 (thirty) 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents.	RFP Condition shall prevail
65	Clause 7.3.4- Lien in respect of Claims in other contracts of GCC: Page 222	Lien in respect of Claims in other contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Client or Government against any claim of the Client or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Client or Government.	We request client to delete the said clause.	RFP Condition shall prevail

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66	Clause 8.5.3 of GCC, Page 226	Provided further that if the Client is not satisfied that the service can be completed by the Consultant within a reasonable time or in the event of failure on the part of the Consultant to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not Actual damage is caused by such default.	We request client to amend the clause as follows: Provided further that if the Client is not satisfied that the service can be completed by the Consultant within a reasonable time or in the event of failure on the part of the Consultant to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not actual damage is caused by such default.	RFP Condition shall prevail
67	Clause 12.9 of GCC, Page 230	Notwithstanding any provision to the contrary in this Contract, the Parties agree that any Dispute involving claims exceeding Rs. 10,00,00,000 (Rupees ten crores) shall not be resolved through arbitration but shall be adjudicated by the jurisdictional courts.	We request client to delete the said clause.	RFP Condition shall prevail
68	Clause 4.2, Page 212	Information and approvals	We request client to add below clause. The Client shall approve the deliverables within 15 days of their submission to avoid any delays. Unless the Client provides his comments/ observation on any error or omission within 15 days from the date of submission of a deliverable, the said submission shall be deemed approved.	RFP Condition shall prevail
69	General	Interest on Delayed Payments	It is requested to add a Clause on "Interest on Delayed Payments" as given below under the Contract. Interest on Delayed Payments Interest at the rate 9% per annum shall become payable as from the due date on any amount due by, but not paid on such due date by Client to the Consultant.	RFP Condition shall prevail
70	General	Prebid query submission	We have additional queries that we would like to raise and request your kind consideration to allow extra time after the pre-bid meeting. We propose extending the deadline for the submission of pre-bid queries to 6th Jan 2025 to ensure all queries are thoroughly addressed.	At request of the participating companies during the pre-bid meeting on 03.01.2025, the submission of added. pre bid queries was allowed till 06.01.2025
71	Clause 2.9 Page No.	Milestones/Deliverables and the Time Schedule for Milestones / Deliverables	For the multiple milestones of any given month, considering the complexities in execution and	RFP Condition shall prevail

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	172-174		dependencies, we request to consider payment on Pro-rata basis for the achieved milestones in the month, in case of non-achievement of partial milestones. Kindly Consider.	
72	2. Critical Data Sheet 2.2 Page No. 10	Last Date for Submission of the Proposal. 29-01-2025	Considering the time required to form JV/consortium, bring in the best key experts and submit an effective bid, we request to consider the extension of time till 17-Feb-2025.	RFP Condition shall prevail
73	Form 4N: Page No. 96	Staffing Schedule for Key Personnel (Core Team) (Person months per year)	Among 7 Key professionals, Only 4 key professionals were considered for 12 months and rest on the need basis from 4 to 6 months Taking into account the work involvement at the initiation and design phases, and subsequent requirement we request to consider the man months of the rest of the staff for 8 to 11 months.	RFP Condition shall prevail
74	Clause 2.5.6 [Format 3: Special Conditions of Contract (SCC)]	(c) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-Consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.	We request the clause to be amended as below in keeping balance of the reasonable scope of the clause:- (c) Subject to sub-Clause (a) above, this limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) directly caused by the Consultant or any other duly authorized person or firm acting on behalf of the Consultant (including Sub-Consultants and Personnel) in carrying out the Services.	RFP Condition shall prevail
75	Clause 3.5.8 [Format 2: General conditions of Contract (GCC)]	The Consultant shall ensure that the Contractual Material provided by the Consultant to the Client pursuant to this Contract does not and will not infringe Intellectual Property Rights of any third-party. The Consultant shall indemnify the Client against all claims, proceedings, actions, damages, legal costs (including but not limited to attorney's fees and court costs), expenses and any other liabilities arising from or incurred by the use by the Client of any Contractual Material provided by the Consultant to the Client pursuant to the terms of this Contract, which involves any infringement or alleged infringement of the Intellectual Property Rights of any third-party. If, in any suit or claim relating to such infringement or alleged infringement, a temporary restraining order or preliminary injunction is granted, the Consultant shall make every effort to secure the suspension of the injunction or restraining order	We request the clause to be amended as below in keeping balance of the reasonable scope of the clause:- The Consultant shall ensure that the Contractual Material provided by the Consultant to the Client pursuant to this Contract does not and will not infringe Intellectual Property Rights of any third-party. The Consultant shall indemnify the Client against all direct & actual claims, proceedings, actions, damages, reasonable legal costs (including but not limited to reasonable attorney's fees and final awarded court costs), expenses and any other liabilities arising from or incurred by the use by the Client of any Contractual Material provided by the Consultant	RFP Condition shall prevail

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			to the Client pursuant to the terms of this Contract, which involves any infringement or alleged infringement of the Intellectual Property Rights of any third-party. If, in any suit or claim relating to such infringement or alleged infringement, a temporary restraining order or preliminary injunction is granted, the Consultant shall make every reasonable effort to secure the suspension of the injunction or restraining order, for which Client shall as reasonably possible in due course and in good faith give the Consultant an opportunity in the first instance (upon realization of such claim) to defend such claim and assist (such as for documents/notices shared by the aggrieved party) the Consultant as reasonably required for defending such claim.	
76	Clause 5.7.1 [Format 2: General Conditions of Contract (GCC)]	5.7 Personnel of Consultant 5.7.1 All Personnel of Consultant and Sub-Consultants who participate in the performance of the Services shall, for all purposes, be considered employees/personnel of the Consultant. The Consultant shall pay and shall ensure that all Sub-Consultants pay remuneration and benefits of such employees and withhold all Taxes in accordance with all Applicable Laws. The Consultant hereby acknowledges and agrees that the Client shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The Consultant shall indemnify the Client, its Affiliates and officers, directors, shareholders, agents of the foregoing against any claims, actions, liabilities, costs and expenses (including, without limitation, legal fees) in relation to or arising out of claims by any Personnel.	We request the clause to be amended as below in keeping balance of the reasonable scope of the clause:- All Personnel of the Consultant and Sub-Consultants, provided which are duly authorized by the Consultant and therefore approved with the Client, who participate in the performance of the Services shall, for all purposes, be considered either employees or personnel or consultants (as per actual engagement) of the Consultant to the extent applicable. The Consultant shall pay, and shall reasonably & to the extent required, ensure that all such Sub-Consultants pay remuneration and benefits as per applicable laws of such employees and withhold all Taxes in accordance with all Applicable Laws. To the extent required and/or so mandated by the applicable laws for either Client or Consultant or Sub-Consultant, the Consultant hereby acknowledges and agrees that the Client shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The	RFP Condition shall prevail

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			Consultant shall indemnify the Client and its legal officers/agents of the foregoing against any direct & actual claims, actions, liabilities, costs and reasonable expenses (including, without limitation, reasonable legal fees) in relation to or arising out of claims by any Personnel.	
77	Clause 14.2.1[Format 2: General Conditions of Contract (GCC)]	<p>14.2 Indemnity</p> <p>14.2.1 The Consultant agrees to indemnify and hold harmless the Client 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:</p> <p>1 the breach by the Consultant of any obligations under this Contract;</p> <p>2 the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p> <p>3 death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the Consultant or any personnel of the Client) or loss of or damage to any property of the Client or any third party (collectively "Indemnified matter")</p>	<p>We request the clause to be amended as below in keeping balance of the reasonable scope of the clause:-</p> <p>14.2 Indemnity</p> <p>14.2.1 The Consultant agrees to indemnify and hold harmless the Client from and against all direct & actual claims, actions, lawsuits and/or demands, liabilities, fines or expenses(including interest, penalties, reasonable attorneys' fees and other costs of defence or investigation) to the extent related to or arising out of whether directly or indirectly:</p> <p>1 the breach by the Consultant of any obligations under this Contract;</p> <p>1 the gross negligence, recklessness or otherwise adverse wrongful act or omission of the Consultant including professional negligence or willful misconduct in relation to the Services rendered to the Client; and</p> <p>2 death or bodily injury to any person (including any third party attributable to direct & actual act, omission, breach, default or negligence of the Consultant) or loss of or damage to any property (directly attributable to the Consultant) of the Client or any third party(collectively "Indemnified matter").</p>	RFP Condition shall prevail
78	Clause 2.3 [Format	"Subsequent Year" shall mean each period of 1 (one) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges	Request to kindly explain the intent of the	The clause in the RFP is

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	3: Special Conditions of Contract (SCC)]	that in the event the Milestones scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such Milestones; however any such extension of this Contract in respect of any pending Deliverables shall not ipso facto entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other Services.	highlighted portion (in grey) of the clause for us: “Subsequent Year” shall mean each period of 1 (one) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the Milestones scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such Milestones; however any such extension of this Contract in respect of any pending Deliverables shall not ipso facto entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other Services.	clear requiring no further explanation
79	Clause 2.5.4(4) [Format 3: Special Conditions of Contract (SCC)]	<p>The following provisions shall be added as Clause 2.5.4(4) of the GCC:</p> <p>The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out under Format 5 of Section 7 of the RfQ-cum-RfP, in an amount equal to 5% (five percent) of the Yearly Fee Ceiling for the First Year.</p> <p>Further, in the event the term of this Contract is extended, the Consultant shall at least 15 (fifteen) days prior to the commencement of every Subsequent Year or at least 30 (thirty) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5% (five percent) of the sum of the Yearly Fee Ceiling for the applicable Subsequent Year and the Yearly Fee Ceiling for the previous Subsequent Year(s) and/or the First Year, as the case may be.</p> <p>The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a Consortium, the Performance Security may be provided by any Member; provided that such Performance</p>	<p>We request the change/ amendments per the following requirement/rationale in the description clause:</p> <p>a) Performance security should only be invoked or adjusted after giving reasonable opportunity to the consultant to cure a default under this agreement, and if the consultant fails to cure such default with the cure period of the agreement, then only performance security should be invoked. For example – in case of liquidated damages said in sub-clause (a) of the clause description when consultant becomes liable to pay the same, if consultant doesn't pay the same (LD) within the prescribed timelines of the contract, then performance security should be invoked.</p> <p>b) In event of any adjustment from the performance security as per above suggested procedure, consultant should be informed in</p>	RFP Condition shall prevail

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		<p>Security shall mention the details of this Contract and the other Members.}</p> <p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (sixty) days from the date of submission of the last Deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least 30 (thirty) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in //which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance.</p> <p>The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all Deliverables under this Contract, the Performance Security shall, subject to any drawdown's by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (one hundred eighty) days from the date of submission of the last Deliverable under this Contract. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur: (a) the Consultant becomes liable to pay liquidated damages; (b) occurrence of any of the events listed in sub-Clauses (1) through (11) of Clause 2.5.1 of the GCC; (c) any material breach of the terms hereof; and/or</p>	writing by the client in event of any such deductions from the performance security.	
80	Clause 2.4.1 (2) – sub-clause 2 [Format 2: General Conditions of Contract (GCC)]	1 unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;	<p>We request modification of this clause with respect to the highlighted portion (in grey) of the clause description.</p> <p>⇒ Note: Change in cost such as due to law, labor compliance, etc. which are out of the scope of consultant - could impact the provision of services/labour salary/other procurements/etc. which cost was otherwise agreed in first place with the client. Hence, pls remove the change in cost provision.</p>	RFP Condition shall prevail
81	Clause 2.4.4 [Format 2: General	<p>2.4.4 Payments</p> <p>1 During the period of existence of an event of Force Majeure, to the extent the</p>	We request modification of this clause with respect to the highlighted portion (in grey) of the	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Conditions of Contract (GCC)]	Consultant is unable to perform any Services as a result of such event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Consultant continues to perform in accordance with the provisions of this Contract), provided that the Consultant shall be paid reasonable and properly incurred expenses in demobilizing and reactivating the Services after the end of such period.	clause description. ⇒ Note: While we understand this is for Force Majeure, but even in the case of suspension of services, there could be costs such as for reserving skilled manpower for client, procuring materials in advance, etc. which needs to be cleared and needed from client during the event of Force Majeure itself instead at the end of such period. Hence, pls amend the clause to such extent.	
82	Clause 10.5.1.2 Pg 43	Unless the offered Key Personnel's and Non-Key Personnel's' remuneration rates are much higher than the typically charged rates by comparable consultants in comparable contracts., the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.	Request to delete this clause as it keeps a window open for commercial negotiation. Once a Bidder has won as per the RFP prescribed criteria, the Price and remuneration rates should be accepted as has been stated in Bid.	RFP Condition shall prevail
83	Pg 51: Annexure – I: Parameters for Evaluation of Pre-Qualification (Minimum Qualification Criteria) 1a	Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least two projects of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Five (5) square kilometres. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered shall include: i. Roads and Bridges ii. Water Supply/Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation incl. Distribution network	We request that Project Management of Airports be also please be considered as a valid "Similar Work". An Airport development goes beyond just the Terminal Building and is an important Area Development Project as well that includes all the experiences and components required for such kind of works e.g. Roads, Water Supply / Sewerage Network, STP/CETP/WTP, ICT Infrastructure, Storm Water Drainage, Power Substation incl Distribution Network etc. The RFP can mandate the above components to be specifically mentioned in the Client Completion Certificate	Refer Addendum-1
84	Pg 52: Annexure – I:	Specific experience* of the applicant: As the other member of a Joint venture/Consortium should have completed at least two project of working as a	We request that Project Management of Airports be also please be considered as a valid "Similar	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Parameters for Evaluation of Pre-Qualification (Minimum Qualification Criteria) 1b	<p>Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Two (02) square kilometres.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least -</p> <p>Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation including Distribution Network 	<p>Work”.</p> <p>An Airport development goes beyond just the Terminal Building and is an important Area Development Project as well that includes all the experiences and components required for such kind of works e.g. Roads, Water Supply / Sewerage Network, STP/CETP/WTP, ICT Infrastructure, Storm Water Drainage, Power Substation incl Distribution Network etc.</p> <p>The RFP can mandate the above components to be specifically mentioned in the Client Completion Certificate</p>	
85	<p>Pg 53:</p> <p>Annexure – I: Parameters for Evaluation of Pre-Qualification (Minimum Qualification Criteria)</p> <p>Sl. No.2</p>	<p>The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following:</p> <p>(i) Three (03) similar completed services with the construction cost of not less than Rs 550 Crore each; or</p> <p>(ii) Two (02) similar completed services with the construction cost of not less than Rs 700 Crore each; or</p> <p>(iii) One (01) similar completed service with the construction cost of not less than Rs 1050 Crore.</p> <p>For the sake of clarity, similar works shall mean the implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development plans.</p>	<p>We request that Project Management of Airports be also please be considered as a valid “Similar Work”.</p> <p>An Airport development goes beyond just the Terminal Building and is an important Area Development Project as well that includes all the experiences and components required for such kind of works e.g. Roads, Water Supply / Sewerage Network, STP/CETP/WTP, ICT Infrastructure, Storm Water Drainage, Power Substation incl Distribution Network etc.</p> <p>The RFP can mandate the above components to be specifically mentioned in the Client Completion Certificate</p>	Refer Addendum-1
86	Page 200, Clause 2.5 Termination		<p>We request that the Consultant shall have the following rights as well w.r.t. Termination:</p> <p>1) Right to the terminate the agreement as per convenience, with reasonable notice to Client;</p>	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			<p>2) Adequate notice/cure period to rectify any default or breach of the agreement;</p> <p>3) Reasonable compensation from client in case of abrupt termination of the agreement or otherwise for the pre-agreed capital/procurement costs;</p> <p>4) Consultant should not be liable to pay client in event of termination;</p> <p>5) Client shall not make unreasonable set-off/s from final settlement but only which is agreed like under Liquidated Damages; etc.</p>	
87	Page 210: Accounts and Audit: Clause 3.7.1.2	The Consultant shall and shall ensure that all Sub-Consultants: Permit the Client or any person designated by the Client to periodically, and up to 2 (two) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client	We submit that The Audit requests from the Client be reasonable, take into account the Consultants' obligations and requirements of confidentiality and with adequate prior notice.	RFP Condition shall prevail
88	Page 208/ 209: Clause 3.5.4 to 3.5.9	Intellectual Property Rights	<p>We request to insert a Clause stating:</p> <p>Contractor materials or any supplies made are subject to 3rd party licenses/ownership terms (if in case of OEM/other property owners) which are just procured/facilitated by Consultant to client for this agreement and client needs to abide by any such licensing terms. As such Consultant cannot warrant the complete transfer of intellectual property right ownership or other similar sensitive rights, as relevant; etc.as they might not have control on such matters.</p>	RFP Condition shall prevail
89	Clause 7.1; Pg 219-221 Payment Terms	Payment Terms	<p>Since the Contractor would be appointed by the Client, the Consultant can only direct the Contractor but not compel to perform if the latter is delaying the milestone progress. Consultant will of course highlight to Client the potential delays.</p> <p>In such cases, where delay reasons not attributable to Consultant, full payment for Consultant staff deployed may be released</p>	RFP Condition shall prevail

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			otherwise there will be cash flow challenges. Also, once an Invoice has been raised, request to mention that Payment will be released in 15 days time.	
90	Overall Obligations of the Consultant		All obligations as per the Agreement for the Assignment should be limited to only the entities signing the Contract and not reach back to other group companies of either party.	RFP Condition shall prevail
91	Bid Submission Date	29 th January, 2025	This is a large Bid and will require lot of preparation and diligence to develop a quality bid. We request you to kindly extend the Bid Due Date by 6 weeks to 13 th March	RFP Condition shall prevail
92	Sec 2, ClauseNo.2.3	<p>2.3 Conflict of Interest</p> <p>2.3.4 Without limitation on the generality of the preceding, an Applicant/Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant</p> <p>("Conflict of Interest"):</p> <p>3)Conflicting Assignments: would (including its experts and sub-consultants) or any of its Affiliates) be or are providing consultancy services in any another assignment that, by its nature, may conflict with this Assignment.</p> <p>2.3.5 Notwithstanding any provision to the contrary contained in Clause 2.3.4 above, the prior engagement of an Applicant by the Client for any consulting assignment of a similar nature shall not, in and of itself, be deemed to constitute a Conflict of Interest. However, such Applicant shall be obligated to fully disclose any such prior engagement with the Client, as specified under Form 4S. The Client reserves the exclusive right to determine, in its sole and absolute discretion, whether such prior engagement constitutes a Conflict of Interest, and the Client's decision in this regard shall be final and binding upon the Applicant.</p>	<p>We request the Authority to remove the conflict-of-interest condition related to the existing or prior mandate with APICDC/NICDC, allowing entities involved in 'detailed master plan and preliminary design services for roads & utilities' for the development of IMC/Industrial Area/Clusters, can be considered a separate mandate and eligible to apply for this tender. Kindly confirm.</p>	RFP Condition shall prevail
93	Sec 2, Clause 3	<p>3. Bid Security</p> <p>3.1 A bid security in the form of a Bank Guarantee (from/confirmed by the bank in the format specified in Form 4G (I)) or Account Payee Demand Draft, from a</p>	<p>We request the Authority to accept a Bank Guarantee issued by a Foreign Bank through its Indian Branch/Office in addition to the</p>	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		Scheduled Indian Bank in favor of “APICDC ”, valid for 45 (forty-five) days beyond the final bid validity period, in favour of the Managing Director, AP Industrial Corridors Infrastructure Development Corporation Ltd. (APICDC) payable at Mangalagiri, Guntur, AP, for the sum of ₹ 50,00,000/-only (Rupees Fifty Lakh only) shall be required to be submitted by each Applicant (“Bid Security”). For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalized Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the Reserve Bank of India Act, 1934.	Scheduled Indian Bank.	
94	Sec 2, Clause 4.8	4.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements: 1. Number of members in a consortium shall not exceed 2 (two);	We request the consideration and approval to allow at least three (3) members in a Joint Venture (JV) or Consortium. This request is made with the aim of enhancing project-specific capability and ensuring the successful execution of the project. Furthermore, we request that a muti-national company in India may be permitted to use the technical credentials of its parent/ sister/ subsidiary company outside India without having to make them JV partner.	RFP Condition shall prevail
95	Clause 8.1.1,pt 2	In case of an Applicant which is a subsidiary of a body corporate incorporated under the applicable laws of its origin and using credentials of parent company for Technical and Financial qualifications, a letter of support will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilize the same for performance of services.	We understand that a firm using credentials of its parent company does not need to propose key personnel from the parent company on furnishing the said letter of support. Please confirm.	RFP Condition shall prevail
96	Sec 3, ClauseAnnexure – I, Sr. No. (1a)& (1b)	Annexure – I: Parameters for Evaluation of Pre-Qualification Minimum Qualification Criteria Sr. No.1a. Specific experience* of the applicant: Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least Two projects of working as a Programme Management or	1) We request the Authority to consider Project Development and Management Consultancy (PDMC) and General Consultancy (GC) which are similar in nature to the PMNC/PMC assignments as equivalent. 2) As part of Area based development projects, Smart City projects and Integrated Town ships projects may kindly be considered. Wealso request to remove area related	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		<p>Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Five (5) square kilometres. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> i. Roads and Bridges ii. Water Supply/Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Stormwater Drainage vi. Power substation incl. Distribution network 	<p>parameter for Area based development projects covering multiple locations within the cities.</p> <p>3) We request the Authority to consider significantly completed eligible assignments completed upto 80 % (eighty percent) for qualification as well, for which completion would be substantiated through proof of payment received till date duly certified by statutory auditor/ Chartered Accountant or through certificate from the respective client.</p> <p>4) Furthermore, we request that publicly available information may be allowed to be furnished to substantiate project experience details (for e.g. copy of notification to showcase master plan completion experience)</p> <p>5) We request the Authority to reduce the requirement to at least two (2) out of six (6) different infrastructure components in a single project for an eligible project to comply.</p> <p>6) We also request to allow JV/consortium to meeting criteria Sr. No. (1a) & (1b) together</p>	
97	Sec 3, Clause Annexure – I, Sr. No.2	<p>Minimum Qualification Criteria</p> <p>2. The Sole Applicant or any member of the Consortium should have successfully executed/completed the</p> <p>projects in the capacity of the Programme Management/ Project Management Consultant during the last Ten (10) years.....</p> <p>For the sake of clarity, similar works shall mean the implementation of trunk infrastructure components like roads & utilities, power substations, water supply networks, solid waste management and sewage treatment plants for industrial estates or parks / special economic zones / special investment zones/ area development plans.</p>	<p>1) We request the Authority to consider PDMC/GC Services, which are similar to Programme Management/Project Management Consultant services, for power, ports, airports, railways, highways, expressways, water supply, waste treatment projects, including Power, Roads, Water and Wastewater, Airport, Urban Infrastructure, etc., under this category.</p> <p>2) We also understand that repetition of the same project fulfilling multiple requirements as specified under Category 1 and Category</p>	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			2 is allowed. Please confirm.	
98	Sec 3, Clause Annexure – I, Sr. No. 3	3. Turnover: Minimum average annual turnover of at least ₹ 100 Crore, out of which at least ₹ 50 Crore should be from Consultancy Service Contracts, calculated as total certified payments received for contracts in progress or completed within the last five (05) years.	We request the Authority to allow lead member in the JV/Consortium to meet the minimum turnover requirement. Furthermore, we request that the minimum average annual turnover be increased to ₹ 200 Crore so that this prestigious project attracts reputed firms	RFP Condition shall prevail
99	Sec 3, Clause Annexure -II, Sr. No. A1	Annexure – II: Parameters for Evaluation of the Technical Proposal: A1. Similar experience related to the Assignment The applicant should have completed atleast two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development/implementation of Industrial Parks/ Investment region/SEZs. The applicant may submit a maximum of three (03) completed projects and 1 <i>Greenfield development project</i> to attain maximum marks under this category.	1) We request the Authority to consider Project Development and Management Consultancy (PDMC) and General Consultancy (GC) which are similar in nature to the PMNC/PMC assignments. 2) As part of Area based development projects, Smart City projects and Integrated Townships projects may kindly be considered. Wealso request to remove area related parameter for Area based development projects covering multiple locations within the cities.	Refer Addendum-1
100	Sec 3, Clause Annexure -II, Sr. No. A5	Experience in Advanced Manufacturing & Innovation (Industry 4.0) The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure project. Applicant may submit two (02) projects to attain maximum marks under this category.	We understand that Industry 4.0 technologies would be brought in the future investors once the industrial area starts functioning. The PMNC's main role is project implementation and execution support to APICDC. Therefore, we request that this criteria be removed and the marks adjusted in other criteria.	RFP Condition shall prevail
101	Form 5B-2(a):	The experience for the position of senior expert in the additional resource pool should be a minimum of 15 years.	We request that this experience be reduced to 10 years.	RFP Condition shall remain un changed
102	Form 5B-2(b):	The experience for the position of Associate in the additional resource pool should be a minimum of 8 years.	We request that this experience be reduced to 5 years.	RFP Condition shall prevail
103	Sec 7, SSC Clause 2.5.6	2.5.6 Liability of the Consultant The Consultant's liability and the Client's remedies under this Contract shall be in addition to and not in derogation of the Client's rights and remedies under	In line with the accepted best principles for consulting contracts, we recommend that Liability shall be capped upto one time of	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		<p>Applicable Law. Further the limitation of liability has been set out under the Special Conditions of the Contract below&The following shall be added in Clause 2.5.6 of the GCC:1 the breach by the Consultant of any obligations under this Contract;</p> <p>(a) In any event, neither Party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the Parties.</p> <p>(b) The aggregate liability of either Party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to:</p> <p>(i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement; and;</p> <p>(ii) In the event of any gross negligence or wilful misconduct on part of either Party, as finally judicially determined by a court of competent jurisdiction.</p> <p>(c) This limitation of liability shall not affect the Consultants liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant)caused by the Consultant or any person or firm acting on behalf of the Consultant(including Sub-Consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.</p>	<p>Contract Value. The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages, penalties and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees.</p> <p>Further, the liability towards third parties, shall also be capped under the Overall capping of liability upto one time of Contract value.</p>	
104	Sec 7, SSC Clause 3.6	<p>3.6 The risks and the coverage shall be as follows</p> <p>c) 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 5 (five) 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 Client 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 Client's name as a beneficiary for an amount not</p>	<p>We understand that PII will be accepted under the existing umbrella policy of the appointed consultant, which covers all their obligations and contracts until the successful completion of the project work. The client's name and contract details will be included in the policy document, if so accepted. Please confirm</p>	<p>Bidders understanding is confirmed</p>

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance		
105	GCC 3.6.1 Pg.no. 204	The Consultant shall, within a period of 30 (thirty) days from the Effective Date, take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at the Consultant own cost (or the Sub-Consultants' own cost, as the case may be) but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC.	We request you to change the clause as follows: The Consultant shall, within a period of 30 (thirty) days from the Effective Date, take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at the Consultant own cost (or the Sub-Consultants' own cost, as the case may be) insurance against the risks, and for the coverages, as shall be specified in the SCC.	RFP Condition shall prevail
106	GCC 7.3.4 Pg.no. 217	Lien in respect of Claims in other contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Client or Government against any claim of the Client or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Client or Government.	We request you to delete this clause because lien should not be created for the claims of any other contract.	RFP Condition shall prevail
107	Section 1: Letter of Invitation Pg.no. 10	2.2 Last Date for Submission of the Proposal	We request you to kindly extend the Proposal uploading closing date by at least 15 working days from the date of issue of the reply to our queries, to enable the Consultants to submit a comprehensive and competitive	RFP Condition shall prevail
108	Annexure – I: Parameters for Evaluation of Pre-Qualification, Page No. 49	(Minimum Qualification Criteria) 1a. Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least Two project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Five (5) square kilometers. (Minimum Qualification Criteria) 1a. Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium	We understand that the clause requires demonstrated experience as a "Programme Management or Project Management Consultant." Along with Programme Management or Project Management Consultant, we also possess substantial experience in similar projects, having successfully completed projects as project Management Agency (PMA), Design & Supervision Consultant, and/or Supervision Consultant. Our query is: Can experience gained as a PMA, Design & Supervision Consultant, or Supervision Consultant be considered	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		<p>should have completed at least Two project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates special economic zones / special investment zones/ area development plans for an area not less than Five (5) square kilometers.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered shall include:</p> <ul style="list-style-type: none"> i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation incl. Distribution network 	<p>eligible to meet the requirements of Clause 1a, provided the scope of work performed under these roles aligns with the scope of work typically undertaken by a Programme Management or Project Management Consultant as defined in this RFP The core responsibilities and activities undertaken by a PMA, Design & Supervision Consultant, and Supervision Consultant often significantly overlap with those of a Programme Management or Project Management Consultant. Considering the overlapping nature of these roles and the shared objective of successful project delivery, we believe our experience as a PMA, Design & Supervision Consultant, and/or Supervision Consultant provides us with the necessary skills and expertise to effectively Execute the requirements outlined in this RFP. We understand that the clause specifies experience in "industrial estates/ special economic zones / special investment zones/area development plans. Our query is :Please include the following sectors also including "industrial estates/ special economic zones / special investment zones/area development plans",</p> <ul style="list-style-type: none"> * Solid Waste Management * Building Works * Sanitation <p>towards fulfilling the requirements of Clause 1a:We request you to please rephrase the clause - Roads / Bridges (instead of "Roads and Bridges")Water Supply / Sewerage (instead of "Water Supply and Sewerage")Acknowledging experience in "Roads / Bridges" and "Water Supply / Sewerage" separately is more logical as projects may Involve either one of them and not always both together.</p>	

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
109	Annexure – I: Parameters for Evaluation of Pre-Qualification, Page No. 51	(Minimum Qualification Criteria): The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management / Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following: (i) Three (03) similar completed services with the construction cost of not less than Rs 700 Crore each; or (ii) Two (02) similar completed services with the construction cost of not less than Rs 900 Crore each; or (iii) One (01) similar completed service with the construction cost of not less than Rs 1400 Crore. For the sake of clarity, similar works shall mean implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development plans	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process:</i> (Minimum Qualification Criteria) The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant / Project Management Agency during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following: (i) Three (03) similar completed services with the consultancy fees of not less than Rs 20 Crore each; or (ii) Two (02) similar completed services with the consultancy fees of not less than Rs 25 Crore each; or (iii) One (01) similar completed service with the consultancy fees of not less than Rs 40 Crore. For the sake of clarity, similar works shall mean implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area Development plans/ Infrastructure Projects.	Refer Addendum-1
110	Annexure – II: Parameters for Evaluation of the Technical Proposal, Page No. 53	Sl.No. A1: Similar experience related to the Assignment The applicant should have completed at least two (2) similar project of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs. Applicant may submit maximum three (03) completed projects and 1 Greenfield development project to attain maximum marks under this category	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process;</i> The applicant should have completed at least one (1) similar project of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC)/ Project Management Agency / Design & Supervision Consultant /Supervision Consultant during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs / Smart City / Urban Infrastructure Project. Applicant may submit three (03)	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category.	
111	<i>Annexure – II: Parameters for Evaluation of the Technical Proposal, Page No. 53</i>	Sl.No. A2: Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme / project package should be at least ₹ 1400 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this category.	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process</i> Experience in Programme /Project Management / Project Management Agency / Design & Supervision / Supervision Consultant / Independent Engineer for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken at least two (02) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme / project package should be at least ₹ 1,000 Cr. Applicant shall submit three (03) completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category.	Refer Addendum-1
112	<i>Annexure – II: Parameters for Evaluation of the Technical Proposal, Page No. 53</i>	Sl.No. A3 General experience in Project Development Advisory Consultancy Services The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar project of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development. These projects should have infrastructure components like roads & utilities, power. The cumulative consultancy Fee of two eligible project shall be ₹ 20 Crore.	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process;</i> The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory /services for major infrastructure projects like Industrial townships/ special economic zones / investment regions/area development, Integrated real estate development / Infrastructure projects. These projects should have infrastructure components like roads& utilities, power, water supply network, solid waste management and sewage treatment plants, building. The cumulative consultancy Fee of two eligible project shall be ₹20 Crore.	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
113	<i>Annexure – II: Parameters for Evaluation of the Technical Proposal, Page No. 54</i>	Sl.No. A4: International experience of the Project Development Advisory Consultancy Services The applicant should have undertaken at least one (01) project outside India like Industrial townships/ special economic zones / special investment zones/area development, integrated real estate development with components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. Applicant may submit two (02) projects to attain maximum marks under this category.	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process;</i> Sl.No. A4: International / National experience of the Project Development Advisory / Project Management Consultancy Services The applicant should have undertaken atleast one (01) project like Industrial townships/ special economic zones / special investment zones/area development / Smart City, Integrated real estate development with components like roads & utilities, power substation, water supply network, solid waste management and Sewage treatment plants. Applicant may submit two (02) projects to attain maximum marks under this category.	RFP Condition shall prevail
114	<i>Annexure – II: Parameters for Evaluation of the Technical Proposal, Page No. 54</i>	Sl.No. A5: Experience in Advanced Manufacturing & Innovation (Industry 4.0) The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major Infrastructure projects. Applicant may submit two (02) projects to attain maximum marks under this category.	<i>We hereby request you to revise the criteria, so that maximum firms may participate in tendering process;</i> Experience as Project Management Unit for designed, developed and successfully implement Digital Monitoring Dashboard (Go-Live).	RFP Condition shall prevail
115	<i>Clause 5.6, Replacement of Personnel, Pg. No. 214</i>	The Consultant shall ensure that all the Key Professionals 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 Professional, the Consultant shall forthwith, and in any event within a period of 30 (thirty) days from the date when the relevant Key Professional cease to be available for the performance of Services, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Consultant may replace not more than 2 (two) Key Professionals and there shall be not more than 2 (two) 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 Client, provide a temporary replacement for no more than 6 (six) months. The temporary resource shall be of equivalent or better qualifications and the Consultant and shall be paid no more than 90% (ninety percent) of the Scheduled Rate of the personnel being replaced. Permanent replacement of any Key Professional shall be subject to Client's approval, and for the first permanent replacement of Key Professional for a particular role, such permanent replacement shall be paid at 90% (ninety percent) of the Scheduled Rate of the Key Professional being replaced, and for	Looking at the fierce competition between companies these days, it's very difficult to retain the resources. Even the multilateral funding agencies like ADB, World Bank, JICA, IDA also allow the replacement of experts with equal and better qualification. Hence, we request you to remove this clause. However, we will ensure that we replace the personnel with an equal and better CV.	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		a subsequent replacement for such role, the second permanent replacement Key Professional shall be paid at 80% (eighty percent) of the Scheduled Rate.		

Sl. No.	Section/Page/ Clause No.	Clause Description				Query/ Clarification requested	Employer's Response
116	Clause 6.10, Milestones /Deliverables and the Time Schedule for Milestones /Deliverables, Pg. No. 176	Sl. No.	Milestone	Month (—D denotes Effective Date)	Payment (% of contract value for Year-1)	We request the client to change the payment schedule on monthly basis for better cash flow.	RFP Condition shall prevail
		1.	Mobilization of Core Team for Validation and PMO set up				
		2.	First workshop with stakeholders for better understanding of project and presentation on Project Implementation Plan (PIP)	D + 1 month	5%		
		3.	PMO Procedures draft outline, PMO basic systems (budgets, cash flow, schedule, procurement) functional and getting the list of policies and procedures approved from the Client.				
		4.	Finalize PIP for review				
		5.	Work shop on Draft Validation Studies (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation with critical stakeholders for finalizing projects	D + 2 month	8%		
		6.	Review of draft procurement document formats including RFPs, RFQs and contract documents for procurement of EPC contractor, consultants, works etc. (including EPC and Design-Build Basis) supported by required technical guidelines	D+3 month	5%		
		7.	Final Procurement Strategy and procurement document formats including RFPs, RFQs and contract documents for procurement of consultants, works etc (including EPC and Design-Build Basis) supported by required technical guidelines				
		8.	Issue of final tender packages for selection of contractors for engineering of trunk infrastructure for TIA and initiation of procurement / bid process	D + 4 month	8%		
		9.	Programme Controls System and supporting IT based Management Information System (MIS) and Draft ICT MSI Plan	D + 5 month	8%		
		10.	Sustainable / Low Carbon Master System Integration Plan				
		11.	Draft plan for adoption of 3D model (computer based)				
		12.	Selection of EPC contractor(s) for TIA	D + 6 month	12%		
		13.	Final ICT MSI Plan	D + 7 month	10%		
		14.	Final Detailed plan for adoption and adoption of 3D model (computer based)				
		15.	Workshop with critical stakeholders to review progress of Assignment to work out the scope of work for the next year	D + 8 month	8%		
		16.	Mobilization and commencement of works by EPC Contractor				

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
117	Clause 20, Liquidated Damages, Pg. No. 225	If the Consultant fails to achieve the relevant Milestones within the time-period specified in the concerned Work Order or Supplementary Work Order, except to the extent that (i) such delay is solely on account of Force Majeure affecting the Consultant, or (ii) any breach or default of the Client, the Consultant shall pay to the Client, as fixed and agreed liquidated damages, (and not as penalty) at the rate of 0.5% (zero decimal point five percent) of the applicable Yearly Fee Ceiling for every week of delay in the delivery of the concerned Milestone. The aggregate maximum of liquidated damages payable to the Client under this Clause shall be subject to a maximum of 10% (ten percent) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 10 for liquidated damages are reasonable, considering the losses and costs that the Client will incur in the event of the Consultant's failure to provide each Deliverable within the period specified therefore.	In general bidding practice in India the maximum penalty for liquidated damages is limited to 5% of the contract value, we suggest the maximum penalty under this contract should not be more than 5% of the total contract value.	RFP Condition shall prevail
118	Clause 5.6.9 Financial Proposal Sr. No. 4 at Page No. 32	Indexation of remuneration will not be done in this Contract. For the sake of clarity, it is again clarified that the same rates are to be quoted for Year 1 (one) to 3 (three) and escalation will not be given in this Contract	We understand the indexation of remuneration will be considered for extended period after third calendar year onwards i.e. if project extended for 4th Year etc. Please clarify and confirm. (ii) We request APICDC to kindly consider standard consultancy practices applicable in such Project Management/Programme Management assignment for annual escalation in remuneration part which should be applicable after completion of every 12 months during the overall PMNC period. Please confirm.	RFP Condition shall prevail
119	Clause 6 at Page No. 177	Milestones/Deliverables and the Time Schedule for Milestones/Deliverables	It is requested to split the Milestones/Deliverables payment terms. Sub breakup for each deliverable per month is to be requested so that a healthy cash flow can be maintained. If at all any one deliverable hold in any particular month then only that %ge of particular billing hold and rest of the deliverables should be released.	RFP Condition shall prevail
120	Clause 1.0 at Page No. 57 and Sr. No. 12 at Page No. 178	Annexure – II: Parameters for Evaluation of the Technical Proposal Project planning, budgeting, supervision, monitoring, reporting and coordination: Bid process management for selection of EPC contractor/ PMCs.	We request APICDC that the deliverables like selection of EPC contractor and ICT in FIRST YEAR has to be realistically analyzed. Case-1: If both PMNC and EPC contractor on boarded parallelly, this deliverable is likely NOT to operate under PMNC scope. Case-2: If the deliverable is in the month of 6	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
			<p>and EPC contractor on boards in the 2 month of PMNC, this will be an additional deliverable for that month and how it can be accommodated (since the resources in the 2 month are to be substantiated for the current deliverables in the 2 month and selection of EPC contractor cannot be claimed.</p> <p>Case-3: If the bidder is not selected in call-1 and the activity of selection of EPC contractor repeats, then this deliverable cannot be reclaimed and resources cannot be shown against this deliverable separately for call1, call2 etc., whereas the scope changes, RFP modifications, necessary permissions from Board. Similarly, in case of ICT, if the implementation does not happened due to the scope under EPC w.r.t ICT removed while floating the bids of EPC contractor. Then in this case also ICT deliverables is to be removed from Year-1. Please consider.</p>	
121	FORM 4O at Page No. 97	Staffing Plan for Resource Pool (Person months for each year for 4 years)	<p>Project Management document controls- Associate is necessarily required for 12 months in FIRST YEAR and also for subsequent years. Hence, we request to consider this position for full duration of the assignment. Similarly, QA/QC under Civil Engineer is compulsorily required from the date of on board of EPC contractor and accordingly Year1 resources are to be modified. GIS expert is required for full 12 months in First Year.</p> <p>We understand that Solid Waste management expert and PPP, financial expert is not required in First year and subsequent years since the scope is removed while floating the bids of EPC contractor. These points are to be raised in pre-bid queries. In view of above queries/suggestion on staffing plan of resource pool, we request APICDC to consider holistically and amend conditions accordingly.</p>	RFP Condition shall prevail
122	Dispute Resolution at Page No. 13	This RfQ-cum-RfP and the rights and obligations of the Parties and any dispute arising under or relating thereto (whether in contract, tort or otherwise) shall be	We kindly seek clarification from the Authority regarding the dispute resolution mechanism and	The clause in the RFP is clear, requiring no further

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		governed by and construed in accordance with the laws of India	jurisdiction outlined in the contract, as this information will assist in proactively addressing any unforeseen legal complexities during execution.	explanation
123	Clause 2.6.3 at Page No. 14 Clause 11.1.4 Commencement of Assignment at Page No. 45	The first ranked Applicant (the “Successful Applicant”) shall be invited for negotiations. In case, the first ranked applicant does not accept the offer, the bid would be cancelled and re-tendered. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second-ranked Applicant for contract signing	We have observed a contradiction in the RFP document: 1. It states that if the First Ranked Applicant does not accept the offer, the bid would be canceled and retendered. 2. However, another section mentions that if the Successful Applicant fails to sign the Agreement or commence the assignment as specified, the Client may invite the Second Ranked Applicant for contract signing. We request Authority to kindly consider statement 2, as leading PSUs are on account of aligning with similar terms for contract signing to ensure the successful implementation of projects. Kindly confirm	There is no contradiction in clause 2.6.3 and clause 2.7.3 clause 2.6.3 is about the non-acceptance of the bid after by the successful applicant in that case the bid would be cancelled and re-tendered. clause 2.7.3: is about disqualification/rejection of highest-ranking applicant on account of misrepresentation/improper response by the said applicant. In that case, the Client reserves the right to consider the next best applicant or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
124	Clause 2.3.7 Planning (Sr. No. h, sub-point iv.) at Page No. 154	Coordinate relevant activities including environmental clearances and compliances for implementation of Development Plan projects	We request Authority to kindly provide clarity on the specific environmental clearances required for the implementation of the Development Plan projects. Ensuring compliance with these regulations is crucial to mitigating any potential legal or operational challenges during project execution.	RFP Condition shall remain un changed
125	Clause 2.3.24 (B) at Page No. 167	Land Monetization Strategy	Please elaborate on the land monetization strategy, including the zoning norms, auctioning strategy, and sequencing strategy for monetizing land parcels. We request kindly clarify about the specific supply chain management strategies proposed to	RFP Condition shall remain un changed

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
126		Supply Chain Management	ensure timely availability of materials and resources. The effective supply chain management is critical to avoid delays and ensure smooth project execution.	
127	Clause 2.3.4 at Page No. 152	Stakeholder Management	Please provide a detailed list of stakeholder requirements, both internal and external, and how they will be addressed throughout the project life cycle	The clause in the RFP is clear, requiring no further explanation
128	Clause 2.2, Taks 1 (A) at Page No. 135	Program Management Information System (PMIS)	Please provide more details on the Program Management Information System (PMIS), including its functionalities and how it will be integrated with existing systems	The clause in the RFP is clear, requiring no further explanation
129	Clause 2.2, Taks 1 (B) at Page No. 137	Data Takeover from Master Plan Consultant	We request for clear guidelines on data takeover are necessary to ensure a smooth transition and continuity in project planning and execution.	RFP Condition shall prevail
130	(Clause 15.1.18.14, Page 243	Force Majeure	We understand that the Force Majeure be expanded to include pandemics and government-imposed lockdowns. Kindly confirm	RFP Condition shall prevail
131	Clause 15.1.18.15, Page 244	Termination by Client	As per prevailing the international conditions of Contract the notice period for termination by the client be extended from 30 days to 45 days. Kindly confirm	RFP Condition shall prevail
132	Clause 15.1.18.16, Page 245	Consultant's Obligations	We request Authority to kindly specify the maximum allowable time for the consultant to rectify any defaults before termination.	RFP Condition shall prevail
133	Tentative schedule for Selection Process at Page-48	5. Last Date for submission of the Proposal. 29-01-2025	We request APICDC to provide sufficient time of atleast 3 weeks' time from the date of issue of pre bid reply.	RFP Condition shall remain un changed
134	5.6.9 PgNo.32	Indexation of remuneration will not be done in this Contract. For the sake of clarity, it is again clarified that the same rates are to be quoted. For Year1(one) to 4(Four)and escalation will not be given in this Contract.	Kindly confirm if the Project duration is extended beyond 4 years, whether escalation will be given for extended period beyond four years.	RFP Condition shall prevail
135	1a Annexure-I: Parameters for Evaluation of Pre-	Minimum Qualification Criteria Specific experience*of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have	Requesting you to modify this clause as given below. Specific experience* of the applicant: As a sole applicant or lead member of a Joint	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Qualification Pg No. 51	completed at least Two projects of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones/special investment zones/area development plans for an area not less than Five (5) square kilometers.	venture/Consortium should have completed at least Two projects of working as a Program me Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones / Smart Cities/area development plans for an area not less than Five (5) square kilometers.	
136	1bAnnexure–I: Parameters for Evaluation of Pre- Qualification Pg No. 52	Minimum Qualification Criteria Specific experience*of the applicant: As the other member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning, project development and implementation of industrial estates/special economic zones / special investment zones/area development plans for an area not less than Two (02) Square kilometers.	Specific experience* of the applicant: 1. As the other member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ Smart Cities / area development plans for an area not less than Two (02) square kilometers. 2. We also request you to allow the consortium collectively/ any member of consortium to fulfill the Minimum Qualification Criteria OR allow the non-lead member to fulfill either Minimum Qualification Criteria or the experience related to Infrastructure Development Programme as written at RFP clause 2 at page number 54	Refer Addendum-1
137	A1 Annexure – II: Parameters for Evaluation of the Technical	Similar experience related to the Assignment The applicant should have completed at least two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD ,to the concerned sovereign entity/authority/agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment	Requesting you to modify this clause as given below. Similar experience related to the Assignment: The applicant should have completed at least two (2) similar projects of providing Programme Management Consultancy (PMNC) or Project	Refer Addendum-1

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
	Proposal PgNo55	region/SEZs The applicant may submit a maximum of three (03)completed projects and 1 Greenfield development project to attain maximum marks under this category.	Management Consultancy (PMC) or Design and Super vision Consultancy during the last ten(10) years preceding the PDD ,to the concerned sovereign entity/authority/agency entrusted with the responsibility of development/implementation of Industrial Parks/Smart cities / Investment region/SEZs / Urban areas. The applicant may submit a maximum of three (03) completed projects and 1 Green field development project to attain maximum marks under this category.	
138	A3 Annexure-II: Parameters for Evaluation of the Technical Proposal PgNo55	General experience in Project Development Advisory Consultancy Services The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two(02)similar projects of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones/area development, and Integrated real estate development. The cumulative consultancy Fee of two eligible projects shall be ₹ 20 Crore.	Requesting you to modify this clause as given below. General experience in Project Development Advisory Consultancy Services The applicant should have undertaken during the last ten(10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ smart cities / special economic zones / special investment zones/area development, and / Integrated real estate development. We request you to evaluate the project experience based on the project area or project cost instead of consultancy fee OR reduce the minimum requirement of cumulative consultancy fee for two projects to Rs. 5 crores	Refer Addendum-1
139	A4 Annexure-II:Parameters for Evaluation of the Technical Proposal PgNo56	International experience of the Project Development Advisory Consultancy Services The applicant should have undertaken at least one (01) project outside India like Industrial townships/special economic zones / special investment zones/area development, Integrated real estate development with components like roads & utilities, power substations, water supply networks, solid waste management and sewage treatment plants. Applicant may submit two(02)projects to attain maximum marks under this category.	As project is domestic, requesting you to remove International Experience and add corresponding 2 marks in any of other evaluation category.	RFP Condition shall prevail
140	PgNo57	Infrastructure development programmed/projects for this document shall mean development implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having	We request you to consider smart city development project and modify this statement as given below.	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description	Query/ Clarification requested	Employer's Response
		components like power substation water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.	Infrastructure development programme/ projects for this document shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ smart cities / special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.	
141	PgNo57	Project Development advisory services shall mean preparation of master planning (Preparation or review services) and design of infrastructure and utility services for major infrastructure development programmes/ projects in sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power, ports, airports, railways, highways, expressways, water supply, waste treatment projects of Power, Roads, Water and wastewater, Airport, Urban infrastructure etc.	We request you to consider smart city development project and modify this statement as given below Project Development advisory services shall mean preparation of master planning (Preparation or review services) and design of infrastructure and utility services for major infrastructure development programmes /projects in sectors like Industrial townships/smart cities/special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power, ports, airports, railways, highways, expressways, water supply, waste treatment projects of Power, Roads, Water and wastewater, Airport, Urban infrastructure etc.	RFP Condition shall prevail
142	B3 Annexure – III: Parameters for Qualification and Competence of Key Personnel (Core Team) PgNo.59	B3. Overseas /International Experience-5%	As project is domestic, requesting you to remove Overseas/ International Experience and add corresponding 5% marks in any of other evaluation category.	RFP Condition shall prevail

Sl. No.	Section/Page/ Clause No.	Clause Description			Query/ Clarification requested			Employer's Response
143	2.5PgNo.174	Minimum required experience and expertise of proposed core team and resource pool			Sl. No.	Position	Educational background and experience	RFP Condition shall prevail
		Sl. No.	Position	Educational background and experience				
		1.	Programme Director/full timefor4 years (International experience referable) - Minimum 25 years exp	<ul style="list-style-type: none"> • Masters degree in Civil Engineering or Urban Planning/ equivalent with active Registration with a relevant recognized international/national professional association or Institute and having a Project Management Professional or similar certification from a relevant recognized international/national body or institution. • Minimum of 25years progressively senior experience in all facets of infrastructure including Planning, design, construction and Programme management. • Experience in at least 1 Programmes in leadership capacity (Programme /project Director) of similar Experience (as defined in the eligibility criteria)during the last 10 years. • Relevant documentation should be provided. 	1.	Programme Director/full time for 4 years – minimum 20 years exp	<ul style="list-style-type: none"> • Masters degree in Civil Engineering or Urban Planning/equivalent with active Registration with a relevant recognized international/national professional association or Institute and having a Project Management Professional or similar certification from a relevant recognized international/national body or institution. • Minimum of 20years progressively senior experience in all facets of infrastructure including Planning, design, construction and Programme management. • Experience in at least 1 Programmes in 	
		2	Deputy Programme Director cum Infrastructure Manager / full-timefor4years (International experience preferable)– Minimum 20 years exp	<ul style="list-style-type: none"> • Masters degree in Civil Engineering or Urban Planning/ Management or Construction Management equivalent. • Minimum 20 years of progressively senior Infrastructure engineering experience in the implementation of infrastructure projects with core focus on roads, drainage, sewerage, power, solid waste Management, CETP/STP, WTP etc. • Project Management professional or a similar certification from a relevant recognized international / national body or institution • Experience in at least 1 Programmes 				

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				in leadership capacity of similar Experience (as defined in the eligibility criteria).			<p>leadership capacity Programme/project Director) of similar Experience(as defined in the eligibility criteria) during the last 10 years.</p> <ul style="list-style-type: none"> • Relevant documentation should be provided. 	
					2	<p>Deputy Programme Director cum Infrastructure Manager / full-timefor4 years– Minimum 20 years exp</p>	<ul style="list-style-type: none"> • Master's degree in civil/construction/ engineering/ infrastructure Management or Construction Management equivalent. • Minimum 20 years of progressively senior Infrastructure engineering experience in the implementation of infrastructure projects with core focus on roads, drainage, sewerage, power, solid waste Management, CETP/STP, WTP etc. <p>Project management professional or a similar certification</p>	

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					from a relevant recognized international / national body or institution Experience in at least 1 Programmes in leadership capacity of similar Experience (as defined in the eligibility criteria).	
144	2.9 PgNo.177	2.9 Milestones/Deliverables and the Time Schedule for Milestones/Deliverables	Since the project is to be implemented by the consultant's team deployed at site, we request you to allow monthly payments based on the time spent by the experts on the project			RFP Condition shall prevail
145	5.6.1 Replacement of Personnel Pg No. 215	The Consultant shall ensure that all the Key Professionals 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 Professional, the Consultants Shall forth with, and in any event with in a period of 30(thirty) days from the date when the relevant Key Professional cease to be available for the performance of Services, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Consultant may replace not more than 2 (two) Key Professionals and there shall be not more than 2 (two) replacements for any particular position.	We understand that the consultant can make maximum 2 replacements for each position.			RFP Condition shall prevail
146	7.5.5 PgNo.223	The final invoice shall be deemed approved by the Client as satisfactory 90 (ninety) calendar days after receipt of the final invoice by the Client unless the Client, within such 90 (ninety) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services or final invoice. The Consultant shall promptly make any Necessary corrections, and the preceding process shall be repeated.	We request you to make payment of each invoice submitted by the consultant within 30 days from the date of invoice.			RFP Condition shall prevail
147	Minimum qualification Criteria (1a) pg. 52	Specific experience of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least Two projects of working as a Programme Management or Project Management Consultant during the last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/area development plans for an area not less than Five (5) Square kilometers. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:	Please clarify whether smart cities assignments involving area-based development with relevant infrastructure components will be relevant or not? If not, we kindly request you to consider the same in both Minimum qualification criteria and technical evaluation criteria.			Refer Addendum-1

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		i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage Power substation incl. Distribution network		
148	Minimum qualification Criteria (2) pg. 54	(Minimum Qualification Criteria) The Sole Applicant or any member of the Consortium should have success fully executed/completed the projects in capacity of the Programme Management / Project Management Consultant during last Ten(10)years preceding the PDD for Infrastructure Development Programme either of the following: (i) Three (03)similar completed services with the construction cost of not less than Rs 400 Crore each; or (ii) Two(02)similar completed services with the construction cost of not less than Rs 500 Crore each; or One (01) similar completed service with the construction cost of not less than Rs 750 Crore.	We request the authority to kindly relax the construction cost requirements for better participation. The updated construction cost requirements can be: (i) Three (03) similar completed services with a Construction cost of not less than Rs 200 Crore each; or (ii) Two (02) similar completed services with the Construction cost of not less than Rs 300 Crore each; or (iii) One (01) similar completed service with Construction cost of not less than Rs 500 Crore.	Refer Addendum-1
149	Annexure–II Evaluation of the Technical proposal A2 pg. 56	Experience in Programme/Project Management for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme/project package should be at least ₹ 750 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this category.	We request the authority to kindly relax the minimum size of eligible project to ₹ 500 cr. for better participation. The updated clause can be as: Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme/project package should be at least ₹ 500 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this Category.	Refer Addendum-1
150	Form4O: Note (3) pg. 100	Certain additional personnel may be required during the terms of the consultancy (whichcouldlastupto4 years, in the event the consultancy is extended on an annual basis beyond theinitialtermsof1-yearbythe client). However, a fresh assessment of the requirement shall be made at the end of the finalization of annual work order in consultation with the consultant. 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 1(One) year.	We request the authority to kindly provide for the increment/escalation in case of extension for smooth functioning of the assignment.	RFP Condition shall prevail

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151	2.5 (1) Pg 171	Programme Director/fulltime for 4 years (International experience preferable) —Minimum25yearsex	We request the authority to kindly reduce the minimum experience requirement to 15 years, as a similar quality of work can be delivered with the personnel of minimum experience of 15 years. & We request the authority to kindly have the same preference for domestic and as well as international experience. The updated clause can be as follows: Programme Director / full-time for 4 years – Minimum 15 years exp	RFP Condition shall prevail
152	2.5 (2) Pg 171	Deputy Programme Director cum Infrastructure Manager / full-time for 4 years (International experience preferable) – Minimum 20 years exp We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years. & We request the authority to kindly have the same preference for domestic and as well as the international experience. The updated clause can be as: Deputy Programme Director cum Infrastructure Manager / full time for 4 years – Minimum 10 years exp	Deputy Programme Director cum Infrastructure Manager / full-time for 4 years (International experience preferable) – Minimum 20 years exp. We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years. & We request the authority to kindly have the same preference for domestic and as well as the international experience. The updated clause can be as: Deputy Programme Director cum Infrastructure Manager / full time for 4 years – Minimum 10 years exp.	RFP Condition shall prevail
153	2.5 (3) Pg 171	Contract Cum Billing Manager/ full time for 4 years – Minimum 15 years exp	We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years. The updated clause can be as: Contract Cum Billing Manager /full time for 4years – Minimum 10 years exp	RFP Condition shall prevail
154	2.5 (4) Pg 172	Senior Program Planner (Scheduler)/full-time for 4years- — Minimum 15 years exp	We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years. The updated clause can be as: Senior Program Planner (Scheduler) / full time for 4 years – Minimum 10 years exp	RFP Condition shall prevail
155	2.5 (5) Pg 172	Programme ICT Manager (International experience preferred) -Minimum15yearsexp	We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years & We request the authority to kindly have the same preference for domestic and as well as the international experience. The updated clause can be as: Programme ICT Manager / full time for 4 years – Minimum 10 years exp	RFP Condition shall prevail

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156	2.5 (6) Pg 172	Chief Interface Manager BE/B. Tech with min. of 10 years/Diplomawith15yearsofwork experience and should have experience in the interface between utilities for at least three similar projects	We request the authority to kindly reduce the minimum experience requirement to 10 years, as the similar quality of work can be delivered with the personnel of minimum experience of 10 years. The updated clause can be as: BE/B. Tech with min. of 07 years/Diploma with 10 years of work experience and should have experience in the interface between utilities for at least three similar projects	RFP Condition shall prevail
157	2.5 (7) Pg 172	Design Manager (Design Head) BE/ B.Tech with min. 10 years of work experience and should have workedonateleastin1similarproject viz. Road/ Water Supply projects.	We request the authority to kindly reduce the minimum experience requirement to 07 years, as the similar quality of work can be delivered with the personnel of minimum experience of 07 years. The updated clause can be as: BE/ B.Tech with min. 07 years of work experience and should have worked on at least in 1 similar project viz. Road/Water Supply projects.	RFP Condition shall prevail
158	2.5.6 Liability of the consultant pg. 201	Liability of the consultant The Consultant's liability and the Client's remedies under this Contract shall be in addition to and not in derogation of the Client's rights and remedies under Applicable Law. Further, the limitation of liability has been set out under the Special Conditions of the Contract below.	Liability of the consultant The aggregate liability of the Firm/Consultant/Bidder/Service Provider/ Contractor/Agency whether in contract, tort, statue or otherwise shall be limited to the amount of the fees that the Firm/Consultant/Bidder/Service Provider/ Contractor/Agency has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregate liability shall not exceed the amount received by the Firm/Consultant/Bidder/Service Provider/ Contractor/Agency in the immediately preceding year. The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty, or gross negligence of the Firm or in respect of liabilities which cannot lawfully be limited or excluded. Neither party shall be liable to the other for any indirect, special, or consequential loss (including but not limited to loss of profit – whether direct or indirect - loss of production), loss of contracts, loss of use, loss of business, and loss of business opportunity.	RFP Condition shall prevail
159	3.3 Confidentiality pg. 203	The Consultant shall not and shall ensure that the Sub-Consultants, Affiliates of the Consultant and the Sub-Consultants and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any	Confidentiality: Except with the prior written consent of the other party which shall not be unreasonably withheld, the parties shall not disclose nor cause or permit their employees, agents and consultants to disclose to third parties any confidential information relating to the Services, provided always that the parties	RFP Condition shall prevail

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		information which may come to the Consultant's knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the Project, such as other Consultants, contractors etc.) or the commercial or financial arrangements or affairs of the Client (collectively "Information"); provided.	may disclose such confidential information if required by applicable law or regulation, but only that portion of information which ,to the extent permitted by the relevant law or regulatory requirement, is legally required to be furnished. The obligations set for therein shall expire two (2) years after the termination of the Agreement.	
160		Indemnity clause	Indemnity clause The Client/ Purchaser shall indemnify and hold harm less the consultant/Bidder/Firm/Service Provider/ Contractor/Agency for any losses incurred or damages suffered due to: i. Third party claims any fraud, misrepresentation, or omission of facts by the Client/Purchaser or its Personnel.	RFP Condition shall prevail
161		Retention rights	Retention rights The Firm/Consultant/ Bidder/ Service provider/ Contractor/Agency shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Firm/ Consultant/ Bidder/ Service Provider/ Contractor/Agency	RFP Condition shall prevail

-Sd-
Chief Engineer
APICDC Ltd., Mangalagiri