

**RESPONSE TO PRE-BID QUERIES ON THE RFQ CUM RFP PUBLISHED FOR “SELECTION OF CONSULTANT FOR PREPARATION OF DETAILED MASTER PLAN AND PRELIMINARY ENGINEERING DESIGN REPORT FOR INTEGRATED MANUFACTURING CLUSTER SITE AT RAGHUNATHPUR INDUSTRIAL PARK (RIP) IN RAGHUNATHPUR, WEST BENGAL UNDER AMRITSAR KOLKATA INDUSTRIAL CORRIDOR (AKIC)”**

<b>1. SAI Consulting Engineers Pvt. Limited</b>				
<b>SNo</b>	<b>Reference</b>	<b>Description in Tender Document</b>	<b>Query / Suggestion</b>	<b>Response from DMICDC</b>
1	Page No. 16, Section-2	Minimum Qualification Criteria Sr. No-1	We understand that projects undertaken with the Private clients shall also be considered as eligible projects under DPR and urban infrastructure.	Yes  The conditions given in the RFQ cum RFP remain unchanged.
2	Page No. 16, Section-2	Minimum Qualification Criteria Sr. No-3	1. We understand that projects undertaken with the Private clients shall also be considered as eligible projects under preparation of Detailed Master Planning of SEZ, industrial park, area development and smart city projects. 2. We also further understand that the city level master planning projects shall also be considered as eligible projects	1. Yes 2. Yes  The conditions given in the RFQ cum RFP remain unchanged.
3	Page No. 16, Section-2	Annual turnover of 100 Cr.	Request to reduce the turnover to the 75 Cr. of last three years.	The conditions given in the RFQ cum RFP remain unchanged.
4	Page No. 59, Section-5	Perspective plan/concept plan	We request to share the perspective plan so to assess and make comments in our Approach and Methodology	The consultants are requested to visit the client's office to study the available reports.
5	Page No. 61, Section-5	Ensure environment, health and safety practices	Request to add the EHS Expert in the team to justice the scope of works envisaged.	The conditions given in the RFQ cum RFP remain unchanged.
6	Page No. 103, Annexure-B	Brief profile of the Project area	We understand that total project area (2483.06 acres) is to be considered.	Yes

**Delhi Integrated Multi-Modal Transit System Ltd.**

S. No.	Reference	Clause	Query	Response from DMICDC									
1	Clause no. 2.9.4(1), Page no. 16	The bidder must have experience in <b>preparation of DPR (Detailed Project Report) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects</b> spread over minimum 5 sq.km area with capital costs more than Rs. 200 Crore each on which the construction work has started. Experience of last ten years will only be considered.	The clause 2.9.4(3), <i>experience of preparation of Detailed Master Planning is evaluated</i> and in clause 2.9.4(2), <i>experience of preparation of Detailed engineering design of individual projects such as roads and utility services are being considered.</i> In view of above, this becomes redundant clause ( <b>preparation of DPR for trunk infrastructure</b> ). We suggest this may either be <b>deleted or replaced with preliminary engineering design or urban design</b> of the Industrial/ Residential Townships, SEZ's or Urban Infrastructure Projects.	The conditions given in the RFQ cum RFP remain unchanged.									
2	Clause no. 2.9.5, Page no. 17	<table border="1"> <thead> <tr> <th data-bbox="367 671 483 703">Clause</th> <th data-bbox="483 671 931 703">Evaluation Criteria</th> <th data-bbox="931 671 1041 703">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="367 703 483 1321">(a)</td> <td data-bbox="483 703 931 1321"> <p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components like roads and other utilities.</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p> </td> <td data-bbox="931 703 1041 1321">25</td> </tr> <tr> <td data-bbox="367 1321 483 1536">(b)</td> <td data-bbox="483 1321 931 1536"> <p>Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee)</p> <ul style="list-style-type: none"> <li>• Project appreciation and</li> </ul> </td> <td data-bbox="931 1321 1041 1536">25</td> </tr> </tbody> </table>	Clause	Evaluation Criteria	Points	(a)	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components like roads and other utilities.</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	25	(b)	<p>Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee)</p> <ul style="list-style-type: none"> <li>• Project appreciation and</li> </ul>	25	Please provide the detailed breakup of the evaluation criteria and points system.	Please refer the breakup provided at clause 2.9.5.
Clause	Evaluation Criteria	Points											
(a)	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components like roads and other utilities.</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	25											
(b)	<p>Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee)</p> <ul style="list-style-type: none"> <li>• Project appreciation and</li> </ul>	25											

**Delhi Integrated Multi-Modal Transit System Ltd.**

S. No.	Reference	Clause	Query	Response from DMICDC
		<ul style="list-style-type: none"> <li>• understanding of assignment</li> <li>• Project approach and methodology</li> <li>• Duties and responsibilities of the team leader and other key personnel</li> <li>• Work plan and manning schedule</li> </ul>		
3	Clause no. 2.7.11(7), Page no. 13	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.	In case, consultant has submitted draft or final report, most of its intellectual work is complete, therefore, any project which is completed up to 80 percent or more should be considered for 100 percent marks.	The conditions given in the RFQ cum RFP remain unchanged.
4	Clause no. 2.16, Page no. 21 & 22	Proposal Due Date: 08 <sup>th</sup> January, 2018	Request you to extend the date by 3 weeks, as drafting a good quality proposal needs time. In addition, consultants need to undertake international tie-ups and most of professionals in the western part of world are unavailable due to festive season (Christmas and New Year)	Please refer Corrigendum.
5	Form 3B: Format for Pre-qualification Proposal (Eligible Projects), Page no. 31  Form 3I: Applicant's Experience, Page no. 47	Projects Experience Without the Client Certificate Will Not Be Evaluated.  Projects without the proof of experience from client will not be considered for evaluation	It is difficult to get experience certificate in the formats from the government clients, therefore we request you to consider self-certification. In any case, any misrepresentation of facts by the consultants would lead to rejection of the Proposal as per clause 2.1.9.	The conditions given in the RFQ cum RFP remain unchanged.

<b>SREI INFRASTRUCTURE FINANCE LIMITED</b>				
<b>SI No</b>	<b>RFP Ref No</b>	<b>Parameter as existent</b>	<b>Clarification sought</b>	<b>Response from DMICDC</b>
1.	Clause No. 2 / Page 1	The objective of this RFQ cum RFP is to engage a consultant for Preparation of Master Plan and Preliminary Engineering Design Report for Integrated Manufacturing Cluster Site at Raghunathpur Industrial Park (RIP) in Raghunathpur, West Bengal in Amritsar Kolkata Industrial Corridor (AKIC) Region	The details of the areas are provided in Annexure B. It is requested to organize a joint site visit for better understanding of the site	Please refer clause-2.1.17.
2.	Clause no. 2.1.20 / Page 6	RFQ CUM RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST @18% in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable RFQ CUM RFP processing fee (the "RFQ CUM RFP Processing Fee")	The total value of the instrument as payable in lieu of RFQ cum RFP Processing fee in Indian Rupees is 118000/-. Please confirm.  This processing fee is non-refundable and hence we would humbly request you to reduce the same to Rs. 30000 inclusive of GST. We are aware that a high Processing Fee is earmarked to bring in serious players but it should not be very high to be a deterrent. Further, as per the minimum condition stipulated, Consultants having rich experience can only participate and hence the processing fee is not the only factor to engage serious competition.	Confirmed.  The conditions given in the RFQ cum RFP remain unchanged.
3.	Clause no. 2.7.3-11 / Page No. 11	The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate	We would request you to kindly remove this clause for the following reasons: <ul style="list-style-type: none"> <li>• The number of consortium members are limited to three and for such a big and prestigious project, it would be necessary to have consortium on three fields: Planning, Engineering and Management</li> <li>• Normally, in any standard Consultant Procurement system, technical expertise of Associates are counted and admitted without forming JV/Consortium</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.
4.	Clause no. 2.7.3 – 2 / Page no. 11	If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated	May kindly clarify the process of accommodating "Freelance Consultant"; Will their signed CV considered for evaluation. Please confirm.	The conditions given in the RFQ cum RFP remain unchanged.

<b>SREI INFRASTRUCTURE FINANCE LIMITED</b>				
<b>SI No</b>	<b>RFP Ref No</b>	<b>Parameter as existent</b>	<b>Clarification sought</b>	<b>Response from DMICDC</b>
5.	Clause no. 2.7.3 – 2 / Page no. 10	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects	<ul style="list-style-type: none"> <li>• May kindly clarify the conversion factor to be used for converting Acres to Square Kilometer and US\$ to INR</li> <li>• In certain certifications as issued by Clients, all the details may not be available. Hence, we would request you to kindly accept Consultants' self-certification</li> </ul>	<p>The Applicant is advised to follow the International Standards - SI system for units and measurements.</p> <p>The details regarding scope of services as per the contract awarded w.r.t the certified project to be provided as Annexure duly self-certified by the applicant.</p>
6.	Clause no. 2.9.4 – SI No 1 / Page16	Experience in preparation of DPR (Detailed Project Report) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 200 Crore each on which the construction work has started. Experience of last ten years will only be considered. No. of Projects – 3	<p>It may be noted that in India, the typical SEZ/Industrial Parks or IT Parks/SEZs have typically been limited to odd 100 acres or so in sizes. 5 sq.km area of industrial development has been few in numbers which has gone to the DPR stages. Hence, we would request you the following:</p> <ul style="list-style-type: none"> <li>• The number of minimum projects of 5 sq.km in area be reduced to 1 from 3</li> <li>• Experience of preparation of DPR for trunk infrastructure of Industrial / Residential Townships/Parks/ SEZs having capital cost of more than Rs. 200 crores irrespective of area be admitted as eligible projects</li> </ul> <p>Further, it is requested to kindly elaborate the precinct "Urban Infrastructure". As per our understanding, it means Water Supply, Sewerage, Drainage, Storm Water Drainage, Urban transport System like BRTS/Metro etc. Hence, reading the referred clause with this understanding, it is derived that Consultants having experience in DPR preparation for any of the precinct like Water Supply, Sewerage, Drainage, Storm Water Drainage, Urban transport System like BRTS, Metro etc spread over 5 sq.km will be admitted as eligible. May please confirm</p>	The conditions given in the RFQ cum RFP remain unchanged.
7.	Clause no. 2.9.4 – SI No 3 / Page16	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 10sq.km. on which construction work, has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project. No. of Projects – 2	<p>May kindly confirm the following:</p> <ul style="list-style-type: none"> <li>• Experience of preparation of Smart City Proposal which encompasses development of Master Plan along with Project Details with funding sources for Cities which are more than 10 sq.km in size shall be admissible</li> <li>• City Development Plans is admissible</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.

<b>SREI INFRASTRUCTURE FINANCE LIMITED</b>				
<b>SI No</b>	<b>RFP Ref No</b>	<b>Parameter as existent</b>	<b>Clarification sought</b>	<b>Response from DMICDC</b>
			We would request you to remove the last part of this clause, wherein it states that at least 1 project should be an international project.	
8.	Clause no. 2.9.4 – SI No 4 / Page17 read with Form 3C, Page 32	Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17. – Rs. 100 crores	Though the first clause mentions Turnover requirement, Form 3C mentions revenue from Consultancy. May please clarify whether this 100-crore turnover is from Consultancy Business or overall turnover.  Further, may please clarify whether Financial Turnover of Consortium partners shall also be considered as summation.	The turnover requirement to be from consultancy services.  Please refer Note no.1 of Form 3C.
9.	Clause no. 2.9.5 – SI No 1 / Page17	Specific experience of the consultants related to the Assignment  The firm should have undertaken / completed similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components like roads and other utilities.  The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans	This clause is very subjective and hence, we would request to modify the same and provide the breakup of 25 marks to be allotted based on specific project cost of similar nature.	The conditions given in the RFQ cum RFP remain unchanged.
10.	Nil	Nil	It is requested to provide marks for Average Annual Turnover of more than Rs. 100 crores. There are no marks available for Consultants having better financial turnovers.	The conditions given in the RFQ cum RFP remain unchanged.
11.	Nil	Nil	We would also request you to provide technical weightage at RFP stage for local experience in West Bengal	The conditions given in the RFQ cum RFP remain unchanged.
12.	Clause No. 2.16, Page 22	Proposal Due Date: 8 <sup>th</sup> January, 2018	Request you to kindly extend the Proposal Due date by at least 15 days from 08.01.2017 owing to the upcoming Christmas Holidays and owing to the complexities to be taken into consideration for preparing a competitive proposal.	<b>Please refer Corrigendum.</b>

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Sn.	Reference/ Page No.	Query/ Clarification	Response from DMICDC
<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
1.	<b>Proposal Due Date</b> – Section 2: clause 2.16, pg. 22; Section 2.16.1, Ref No. 2.7.6, pg. 23	We request you to kindly extend the Proposal Due Date from 8 <sup>th</sup> January, 2018 to <b>22<sup>nd</sup> January, 2018</b> , in view of pulling the desired information for submitting a robust technical proposal. Kindly consider.	Please refer Corrigendum.
2.	<b>Form 3B &amp; Form 3I Format for Technical Proposal</b> – pgs. 31 & 47	The clause states Client certificate to be provided as a proof of experience. Can you please confirm whether Client Award Letter, proof of official communication from the Client or any other such documents will be accepted under this clause? Please confirm.	Client certification on the project completion to be accepted and no other form of documentation to be accepted.
3.	<b>Form 3B &amp; Form 3I Format for Technical Proposal</b> – pgs. 31 & 47	If the consultant has carried out a project (as a sub consultant) for the Group/ Sister Company, in that event will the certificate issued by the Group/ Sister Company be accepted as proof of experience? Please confirm.	No The conditions given in the RFQ cum RFP remain unchanged.
4.	<b>Key Staff</b> – Section 2, Clause 2.17.2, pgs. 24-25.	Please exclude condition for international experience for CVs for the Urban Planner and Urban Design positions and consider acceptance of CVs of Urban Planners and Urban Designers without international experience.	The conditions given in the RFQ cum RFP remain unchanged.
5.	<b>Key Staff</b> – Section 2, Clause 2.17.2, pg. 25.	Please consider including Masters of Landscape Design as an educational criterion for the Urban Design position.	The conditions given in the RFQ cum RFP remain unchanged.
6.	<b>Form 3G Format for Bid Security Bank Guarantee</b> – pgs. 41-43	Pl consider including an expiry date in Clause 4 of the Bid Security Bank Guarantee.	Please also refer Clause no. 2.5, page no.7 of RFQ cum RFP
7.	<b>Form 3G Format for Bid Security Bank Guarantee</b> – pgs. 41-43	Pl consider pre-fixing the word 'WRITTEN' in all places mentioning 'demand' (in Clause 3), 'request' (in Clause 7) and 'notice' (in Clause 8) through-out the Bid Security Bank Guarantee.	The conditions given in the RFQ cum RFP remain unchanged.
Sn.	Reference/ Page No.	Query/ Clarification	Reply from DMICDC
<b>SCOPE RELATED</b>			
8.	<b>Perspective Plan and Pre-Feasibility Study</b> Section 5: clause 5.1.1, pg. 59	Though the appointed consultant has to conduct the market survey, demand assessment and financial feasibility model, <u>Section 5: clause 5.1.1 sets out one of the objectives to review the perspective plan, concept plan, other reports, demand assessment etc.</u> Please confirm if any pre-feasibility study, perspective plan, concept plan and other reports are available for review prior to the bid submission? Please Confirm.	The consultants are requested to visit the client's office to refer the available reports.  Please refer clause 2.1.17.

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<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
9.	<b><u>Geo-referenced cadastral maps</u></b> Section-5; clause 5.1.1, no. 3, pg. 59	Clause 5.1.1 No.3 mentions preparation of geo-referred cadastral map. Will Cadastral Maps be provided by the Client? What format are the Cadastral maps available? Can the Client provide the Cadastral maps in electronic format? Please confirm	Available Cadastral maps will be provided to the successful bidder in hard copy format.
10.	<b><u>Statutory Plan;</u></b> Section-5; clause 5.1.1, no. 4, pg. 59	As mentioned in the TOR the consultant has to prepare the statutory plan, it is understood that the Consultant is required to prepare the plan only and would NOT be responsible for carrying out actual public consultation process and getting approval of the Statutory Plan. Please clarify.	Please refer clause 5.1.1 (4) of the Section - 5 - Terms of Reference
11.	<b><u>Existing infrastructure</u></b> Section-5, clause 5.4.1.3, pgs. 62	Will surrounding infrastructure reports/ studies and G.O. (planned and in pipeline) be provided by client? It will save time in terms of desktop study to be done.	The client/nodal agency will facilitate the consultant in getting the relevant reports and documentation to the extent available.
12.	<b><u>Surveys and Investigations</u></b> Section-5, clause 5.4.2, pgs. 62-63	Section 5.4.2.1 suggests that topographical data of the project extents is available with the client. Section 5.4.2.5 suggests that topographical survey is required to be carried out by the consultant. Please clarify what will take precedence w.r.t. topographical data between Section 5.4.2.1 and Section 5.4.2.5. Please clarify if topographical data shall be provided by the Client. Please clarify if additional topographical survey is required to be undertaken by the Consultant as per Section 5.4.2.5, will the cost of procurement be borne by the Client as per Section 5.4.2.1 which suggests procurement of any additional data required shall be enabled by the client on specific request by the consultant	Please refer clause 5.4.2 of Section - 5 - Terms of Reference
13.	<b><u>Detailed Master Plan,</u></b> Section-5: <b>Part-C:</b> clause 5.5.1.1, pg. 64	The suggested scale for the Illustrative Master Plan mentioned as 1:2500 – which is too large. We recommend to modify the scale to 1:10000, which is quite manageable for all the deliverables. Please confirm.	The conditions given in the RFQ cum RFP remain unchanged.
14.	<b><u>Detailed Master Plan</u></b> Section-5: <b>Part-C:</b> clause 5.5.2.1, pg. 65	The suggested scale for the Illustrative Master Plan mentioned as 1:2500 – which is too large. We recommend to modify the scale to 1:10000, which is quite manageable for the deliverables. Please confirm.	The conditions given in the RFQ cum RFP remain unchanged.
15.	<b><u>Environment Clearance</u></b> Section-5: clause 5.5.4, pg. 65	Please clarify if consultant's responsibility is only to provide inputs for the EIA report or does the consultant's responsibility include preparation of the EIA report, submission and public consultation as well?	Please refer clause 5.5.4 of Section - 5 - Terms of Reference



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<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
16.	<b><u>Wet Utility Scope</u></b> <u>Section 5, Clause 5.5.5.3, pg. 71</u>	This section highlights the scope to evaluate the quality and quantity of underground and surface water sources at the site, please confirm if consultant has to undertake the Hydrological geophysical survey to evaluate the quality and quantity of underground water sources?	The consultant to evaluate the requirement whether to undertake the Hydrological geophysical survey before submission of the bid document.
17.	<b><u>Wet Utility Scope</u></b> <u>Section 5, Clause 5.5.5.5, pg. 72</u>	This section highlights the scope to carryout feasibility of the route for transporting raw water to the site, however further sections doesn't highlight the scope for preliminary design of Water Treatment Plant for the RAW water. Please confirm if preliminary design of Water Treatment Plant is a part of consultant's scope.	Preliminary design of Water Treatment Plant shall be in the scope of the current assignment.
18.	<b><u>Wet Utility Scope</u></b> <u>Section 5, Clause 5.5.5.5, pg. 72</u>	This section highlights the scope to carryout feasibility of the route for transporting raw water to the site, however further sections doesn't highlight the scope for intake structure and associated pumping station. Please confirm if this is an exclusion from the given scope.	The scope for intake structure and associated pumping station is included in the current assignment.
19.	<b><u>Gas Scope</u></b> <u>Section 5, Clause 5.5.10.1, pg. 76</u>	Clause says "Consultant shall plan the allocation for gas corridor and telecom network in the roads cross section in the integrated infrastructure layout"  Do we have to prepare CGD pipe network drawing, please clarify?	Yes
20.	<b><u>ICT scope</u></b> <u>Section 5, Clause 5.5.10.4 (f), pg. 76</u>	Can it be elaborated on what is expected in "Provision for integrated billing and cash-less transactions"?	Please refer clause 5.5.10 of Section - 5 - Terms of Reference
21.	<b><u>ICT scope</u></b> <u>Section 5, Clause 5.5.10.4 (d), pg. 76</u>	" Integration with multi-modal transport schedules" do we have multiple carrier ports (Land, sea, Air)-we need elaboration on this & what is expected from this integration?	Please refer clause 5.5.10 of Section - 5 - Terms of Reference
22.	<b><u>3D Modelling and Spatial Database</u></b> <u>Section5: clause 5.5.13, pg. 77</u>	Is there any existing 3D spatial database for infrastructure, network and facilities for Raghunathpur Industrial Park (RIP) project site on any BIM platform maintained by the Client?  If yes, is it possible to examine the spatial database prior to the bid submission.  What existing/ base spatial database for Raghunathpur Industrial Park (RIP)	There is no 3D spatial database for infrastructure, network and facilities for project site on any BIM platform.  The spatial database in the form of GIS base maps to the extent available will be provided to the successful applicant.

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<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
		on 3D Spatial Database platform can the Client provide?	
23.	<b><u>Tender documentation</u></b> Section5: clause 5.6.2, pg. 77	Please clarify contracting strategy for construction, is it to be an item rate contract or EPC? We understand that since a preliminary engineering design output is required as deliverables, the tender documentation shall be for Design & Built model of EPC contracting based on detailed design conducted by the appointed contractor. PI clarify and confirm our understanding of the construction contracting strategy.	The contracting strategy shall be finalised after deliberations with State Govt./Client. The conditions of the RfQ cum RfP remain unchanged.
24.	<b><u>Interface and co-ordination services between Client and the contractor(s) during the handholding period for Detailed Design.</u></b> Section 5: clause 5.6.4.1, pg. 78	Please elaborate what interface and co-ordination services are expected and to what extent. Please clarify if any Project Management Consultant (PMC) will be appointed for this project. If not, please clarify if this scope interprets that the Consultant is expected to provide the services akin to a PMC.	The consultant shall perform and deliver the services as per the scope given in the RFQ cum RFP document.
25.	<b><u>GIS format for drawing deliverables</u></b> Section 5: clause 5.7.1, pg. 78	It is mentioned that all drawing deliverables are also required to be submitted in GIS format. PI clarify if GIS Land use base map/ Survey and Land record maps/ Boundary maps/ Satellite imagery for the project area shall be provided by the Client in appropriate GIS/ ACAD format/ electronic format. Also, Client is requested to provide Satellite Images (in appropriate resolution) and Digital Elevation Model (DEM) for the Raghunathpur Industrial Park (RIP) project site.	The form in which the deliverables required to be submitted by the consultant are listed in the clause 5.7.1.
26.	<b><u>Deliverables and timeframe</u></b> Section 5, Clause 5.7, pg. 78-79	Timeframe and Deliverable table suggest Environmental Clearance (EC) as deliverables, continuation from query "15" of this section, please clarify if getting EC is part of the scope.	Obtaining EC is part of the scope of this assignment.
27.	<u>General</u>	Please clarify whether the project area is brown field or green field.	The project site is Greenfield.
28.	<u>General</u>	Is connection with external roads at the project boundary part of consultant's scope?	The design and planning of all external connectivity to site including external roads at the project boundary is part of the scope.
29.	<u>General</u>	Please provide the drawings showing type of intersections (Roundabout,	Please refer clause 5.5.4 of Section - 5 - Terms of

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<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
		signalized and non-signalized intersection). These will be required for pricing.	Reference
30.	<u>General</u>	Please provide the drawings in Cad version to estimate the different categories of road lengths and area, needed for price estimate.	Please refer clause 5.5.4 of Section - 5 - Terms of Reference
31.	<u>General</u>	Please state if a single point of contact will be provided for the project coordination from Client side, requesting organogram from Client side to understand coordination required.	The details of the Nodal officer to be provided to the successful applicant.
Sn.	Reference/ Page No.	Query/ Clarification	Response from DMICDC
<b>CONTRACT RELATED</b>			
32.	<b><u>Limitations of Consultant's Liability</u></b> <u>Clause 6.5.7 of GCC (pg.91) and SCC (pg.97-98)</u>	There is no mention of overall cap of the Limitation of Consultant's Liability. In the absence of such an umbrella clause, Limitation of Consultant's Liability would be open to interpretation. It is requested to insert a clause to cap aggregate Limitation of Consultant's Liability whether under the contract, in tort or otherwise to a maximum of 10% of the Financial Fee proposal as an umbrella limitation.	The conditions given in the RFQ cum RFP remain unchanged.
33.	<b><u>Limitations of Consultant's Liability</u></b> <u>Clause 6.5.7 (a) of SCC (pg.97)</u>	PI exclude the word ' <i>negligence</i> ' from line 2 of Clause 6.5.7 (a) of SCC  OR PI include the word ' <i>gross</i> ' before ' <i>negligence</i> ' in line 2 of Clause 6.5.7 (a) of SCC	The conditions given in the RFQ cum RFP remain unchanged.
34.	<b><u>Limitations of Consultant's Liability</u></b> <u>Clause 6.5.7 (ii), sub-clause (ii) of SCC (pg.97)</u>	PI consider removing sub-clause (ii) of Clause 6.5.7 (ii) of SCC.	The conditions given in the RFQ cum RFP remain unchanged.
35.	<b><u>Force Majeure</u></b> <u>Clause 6.3.5.2 (a) of GCC, pg. 88</u>	PI consider inserting the word " <i>reasonable</i> " after " <i>has taken all</i> ".	The conditions given in the RFQ cum RFP remain unchanged.
36.	<b><u>Payment upon termination</u></b> <u>Clause 6.4.5 of GCC (pg.90)</u>	<ul style="list-style-type: none"> <li>It is requested to amend <u>Clause 6.4.5 (a) of GCC (pg.85) as follows:</u> "Remuneration pursuant to relevant clauses for Services <del>satisfactorily</del> performed <i>to reasonable satisfaction of Client</i> prior to the effective date of termination'</li> <li>PI consider removing Clause 6.4.5(b) of GCC that entitles the</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.

ATKINS			
Sn.	Reference/ Page No.	Query/ Clarification	Response from DMICDC
<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
		Consultant to receive sums reasonably incurred in the preparation of carrying out future services, when the agreement has been terminated due to no fault of the Consultant.	
37.	<b><u>Duty of care</u></b> Clause 6.5.1 of GCC, pg. 90	PI consider to revise in the second line of Clause 6.5.1 of GCC to amend from “ <i>all due diligence</i> ” to “ <i>reasonable skill, care and diligence</i> ” as the latter is a widely understood and accepted term.	The conditions given in the RFQ cum RFP remain unchanged.
38.	<b><u>Conflict of Interest by Consultant, sub-consultants and affiliates</u></b> Clause 6.5.2.3 of GCC (pg. 91)	This clause seems to be unenforceable with potential sub-consultants and affiliates. We request your appropriate remove or amend this clause.	The conditions given in the RFQ cum RFP remain unchanged.
39.	<b><u>Confidentiality</u></b> Clause 6.5.3 of GCC, pg. 91	PI consider including the following sub-clauses to the Confidentiality Clause 6.5.3 of GCC: a. When the information in question is required to be disclosed to a court of law or other competent tribunal, or any government or regulatory body; and b. When the information in question is in the public domain, is already known to the receiving party, is disclosed to the receiving party by a third party who does not owe a duty of confidentiality or is independently developed by the receiving party. We request that the confidentiality provisions be made mutual, as they currently only apply to information shared by the client.	The conditions given in the RFQ cum RFP remain unchanged.
40.	<b><u>Insurance</u></b> Clause 6.5.8 (ii) of GCC, pg. 92	PI note It is also against our Group policy to disclose insurance policies to clients. Hence, we shall be unable to submit copies of our insurance policies. However, we can submit the broker's letter as satisfactory evidence of Atkins' insurance policy. PI confirm if the same is acceptable.	The conditions given in the RFQ cum RFP remain unchanged.
41.	<b><u>Payments to the consultants,</u></b> Clause 6.8.3 of GCC, pg. 93	Please clarify if next stage work commences before approval of the previous stage, or in a situation where Client has instructed to expedite next stage or component of next stage, will consultant be qualified for payment for previous stage?	Please refer clause 6 of the GCC
42.	<b><u>Insurance</u></b> Clause 6.5.8 (e) of SCC, pg. 98	PI elaborate what other insurance is required to be undertaken by the Consultant.	Please RFQ cum RFP clause 6.5.8 of the SCC
43.	<b><u>Accuracy of Documents and Indemnity</u></b>	<ul style="list-style-type: none"> <li>PI consider deleting the word '<i>estimate</i>' from second line of Clause 6.10.1.1</li> <li>PI consider amending Clause 6.10.1.2 as follows:</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.

ATKINS			
Sn.	Reference/ Page No.	Query/ Clarification	Response from DMICDC
<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
	<u>Clause 6.10.1. of GCC, pg. 94</u>	<i>The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any <b>material</b> inaccuracy /<del>deficiency</del> in the designs and drawings noticed and the Client will bear no responsibility for the <b>material</b> accuracy of the designs and drawings submitted by the Consultants and prepared by him as part of these services”</i>	
44.	<b>Approval mechanism for deliverables and payments</b> <u>Clause 6.8.2 of GCC, pg.93</u>	Please clarify what will be the Approval mechanism? Will a Project Management Consultant (PMC) be appointed for this project? PI clarify who has the responsibility for obtaining approval on deliverables from the Client and/or State/ Nodal Agency/ SPV? Is it the Consultant or the PMC? Has any Local/ State/ Nodal Agency/ SPV been identified or formed? PI confirm the name of such Local/ State/ Nodal Agency/ SPV.	The consultant will obtain approval from the State Govt./Nodal agency/client-DMICDC.  The State Nodal agency is West Bengal Industrial Development Corporation (WBIDC).
45.	<b>Liquidated Damages</b> <u>Clause 6.11 of GCC, pg. 94</u>	Client is requested to delete the clause pertaining to Liquidated Damages as any delays in this assignment may not have direct bearing on delays in operational function and resulting losses to the Client.	The conditions given in the RFQ cum RFP remain unchanged.
46.	<b>Indemnity</b> <u>Clause 6.13.2 (b) of GCC, pg. 95</u>	It is requested to delete the word ‘alleged’ from ‘alleged negligent’ from the sixth line of <u>Clause 6.13.2 (b) of GCC, pg. 95</u> as it does not provide a fair recourse to the Client to prove any allegation of negligence/ fault against them in order to trigger the indemnity provisions	The conditions given in the RFQ cum RFP remain unchanged.
47.	<b>Payment Schedule</b> <u>Clause 6.8.1 of SCC, pg. 100</u>	Please clarify if the payment at milestone 9 & 10 during handholding period triggered on Selection of DB contractor and on Approval of GFC are payable in equal monthly instalments, as decision for appointment of DB contractors is under Client’s purview.	The payment at milestone 9 shall be made only after the EPC/DB Contractor(s) is appointed.  The payment during handholding period shall be made on monthly basis based on the recommendation /approval from the State Nodal agency.
48.	<u>General Queries:</u> Project Extents/ Service Level parameters and Change Control Management	Client is requested to clearly ‘define and demarcate the project extents/ service level parameters’ at the beginning of the project. The Consultant will undertake the design services based on this defined project extents/ service level parameters. Any ‘change/ deviation to this project extents/ parameters’ will be the subject of ‘change control’ Considering the nature of consultancy,	The conditions given in the RFQ cum RFP remain unchanged.

<b>ATKINS</b>			
<b>Sn.</b>	<b>Reference/ Page No.</b>	<b>Query/ Clarification</b>	<b>Response from DMICDC</b>
<b>TECHNICAL/ FINANCIAL PROPOSAL</b>			
		i.e. prelim design, any change in the project extents/ population projections/ demand projections/ service level parameters has significant impact on the 'already achieved milestone and the subsequent deliverables – which results into rework – and is a huge risk. Therefore, to mitigate this risk on either side, we request the Client to introduce 'appropriate clause on Change Control Mechanism' in the contract. Please consider and confirm.	

**TATA Consulting Engineers Limited**

Sl. No.	Reference No./RFP Pg. No.	Description in RFP	Clarifications sought from Client	Response from DMICDC
1.	2.1.20/6	RFQ Cum RFP Processing Fee: Indian Rupees One Lakh Only	Kindly reduce the Fee to at INR 25,000	The conditions given in the RFQ cum RFP remain unchanged.
2.	2.1.21/6	Project Office: Consultant is advised to have their main Project Office at site.	We request DMICDC to provide furnished office space free of cost to Consultant.	The conditions given in the RFQ cum RFP remain unchanged.
3.	2.9.4/16	Min. Qualification Criteria: Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 10 sq.km. on which construction work, has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Min. Qualification Criteria: Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 10 sq.km. on which construction work, has started / <u>the client has issued the completion certificate of completion of consultant's scope.</u> Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	The conditions given in the RFQ cum RFP remain unchanged.
4.	2.10.3/19	During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction of remuneration and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	Please ensure that there will be no penalty in Expert's Remuneration if that is replaced by equally or better qualified & experienced personnel even if the number is more than two.	The conditions given in the RFQ cum RFP remain unchanged.

5.	6.8.1/99		Summary of % of Milestone Based Payments under Sl. No. 1 to 10 appeared to be 95%. Kindly clarify the payment of balance 5%.	Please refer Corrigendum.
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**Egis India Consulting Engineers Pvt Ltd.**

SN	Section/ Page No.	Clause No.	Reference from RFQ cum RFP document				Queries / Comments	Response from DMICDC
1.	Section 2, Page 24	2.17.2: Qualification and competence of key staff	SN	Position	Minimum No. of years of Professional Experience	Specific Expertise	<ul style="list-style-type: none"> <li>▪ Request to relax the minimum number of years of Professional Experience for Senior Urban Planner from 15 years to 10 years.</li> <li>▪ Request to relax the minimum number of years of Professional Experience for Water Supply and Waste Water Expert from 15 years to 10 years.</li> <li>▪ Request to relax the minimum qualification for Financial/Market Expert from "MBA (Finance) / Master degree in Economics" to "MBA / Master degree in Economics".</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.
			2	Senior Urban Planner	15	Should be a Postgraduate in urban planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.		
			6	Water Supply and Waste	15	Should have Bachelors in Civil Engineering Preferably Masters in		

				Water Expert		Public Health Engineering with experience in planning and designing of water supply/ waste water systems for large townships/ industrial estates. The experience in collection system, pump stations, wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.			
			8	Financial/Market Expert	10	Should be an MBA (Finance) / Master degree in Economics with relevant experience in working on financial/market and estimating financial/Economic IRR for large scale planning and infrastructure projects.			
2.	Section 3, Page 49	Footnote	Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client,				Request to allow Key Personnel who are executing ongoing mandates with DMICDC if their man-month deployment is not overlapping in both the projects.	The conditions given in the RFQ cum RFP remain unchanged.	

			State Government etc.		
3.	Section 5, Page 59	5.1.1(3)	<p>The objectives of the assignment are:</p> <p>(3) To prepare a detailed master plan including geo-referenced cadastral maps for the identified land area which will include urban design guidelines, plotting plan, landscape design strategy for the master plan, signage guidelines, etc. as per this TOR.</p>	Kindly clarify that whether the map/ drawings are available in GIS format. In case it is not available, will the client provide the satellite imageries for the site?	The spatial database in the form of GIS base maps to the extent available will be provided to the successful applicant.
4.	Section 5, Page 59	5.1.1(4)	<p>The objectives of the assignment are:</p> <p>(4) To prepare the statutory master plan for approval by the state town planning department or the relevant local authority as may be applicable.</p>	Notification of master plan under the State Act has its own timeline and the time frame for the same may not match with our timelines. In case of any delays in the notification of master plan, due to State procedures, the delay should not be attributable to the consultant. The design part should ideally start after notification of master plan, as any revision in master plan at the time of notification will result in reworking of design leading to extra efforts and time due to revisions.	Please refer clause 5.1.1 (4) of the Section - 5 - Terms of Reference.
5.	Section 5, Page 63	5.4.2: Surveys and investigations	5.4.2.3: The consultant shall assess all the prior site surveys at an early stage. The consultant shall validate the project boundary and demarcation of the site. The consultant is encouraged to make themselves aware of the prior reports and studies even while submitting the proposal. The consultant shall conduct a material survey for materials which are traditionally/ conventionally used to identify the material sources, and sample tests of material properties, approximate lead for transport.	The validation the project boundary and demarcation of the site is in the scope of the consultant. However, it has been observed that this is a time taking exercise as coordination at village level is difficult. Hence, in order to save time, it is requested that client may get the project boundary and demarcation done through State Government who are actually the custodians of the given land.	The conditions given in the RFQ cum RFP remain unchanged.
6.	Section 5, Page 69	5.5.4: Preliminary design for all roads	5.5.4.1. The preliminary design of roads will include but not be limited to complete layout of the proposed road network as per the agreed cross sections with all the features shown thereon new alignment including	The design of internal roads is in the scope of work of the consultant. However, it is understood that the design of external access roads is not in the scope of the	The design and planning of all external connectivity to site including external roads at the project boundary is

			interface and other elements of the overall project.	consultant. Kindly clarify.	part of the scope.						
7.	Section 5, Page 72	5.5.5: Preliminary design for potable, industrial and recycled water supply network	5.5.5.7: The preliminary design for potable water network, recycled water network, including fire storage and firefighting network shall include the following but not limited to:  (b) Longitudinal section of conveying mains, indicating the location of sluice valves on the main, scour valves, air valves and other appurtenances	Is the source of raw water identified? If yes, kindly provide details.  Kindly clarify that whether the alignment survey of rising main, design of intake works and rising mains is included in consultant's scope or not?	The details of source of raw water to be finalised after discussions with Client/State nodal agency.  The scope for intake structure and associated pumping station is included in the current assignment.						
8.	Section 5, Page 74	5.5.8: Preliminary design for power supply	5.5.8.2: The consultant shall study the existing planning for EHT and HT transmission network of state transmission for the entire area and thereafter coordinate the plan for the sub-station location. The proposed equipment and preliminary design for distribution sub-station should be prepared with reference to the load flow analysis taken up by state transmission prior to finalization. The consultant shall incorporate the results/learnings of the benchmarking	It is understood that design of external transmission network to the site is not in the scope of the consultant. Kindly clarify.	Yes.						
9.	Section 5, Page 78	5.6.4: Technical support/ handholding during detailed design	5.6.4.2: The consultant shall review and approve detailed design and GFCS prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The consultant shall analyse the detailed BOQ prepared by the contractor.	It is understood that the consultant is not required to deploy the team during the hand holding period and it will be a need basis requirement.	The Team leader shall be required to be available on need basis during the handholding period and depending on the scope of services to be delivered the additional team will also be available on need basis requirement.						
10.	Section 5, Page 79	5.7: Deliverables and timeframe	<table border="1"> <thead> <tr> <th>S. N.</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception report and Quality Assurance Map</td> <td>D+15 days</td> </tr> </tbody> </table>	S. N.	Milestone	Duration	1.	Inception report and Quality Assurance Map	D+15 days	<ul style="list-style-type: none"> <li>The duration of 6 months for Final Environment Clearance for the IMC is practicably not possible as the time taken in ToR approval, environmental monitoring and submission will take</li> </ul>	The conditions given in the RFQ cum RFP remain unchanged.
S. N.	Milestone	Duration									
1.	Inception report and Quality Assurance Map	D+15 days									

			2.	Technical assessment report, Market Demand Analysis and Preliminary Financial Model	D+1 months	<p>more than 7 months. Request to change the milestone from "Final Environment Clearance for the IMC" to "Submission of Final Environment Report for the IMC" and the time duration from 6 months to 9 months.</p> <ul style="list-style-type: none"> <li>The duration of 7 months given for Final Preliminary Design Report with 3D model and tender packages is too less. Request to change the time duration from 7 months to 10 months.</li> </ul>
			3.	Preliminary Detailed Master Plan Report	D+2 months	
			4.	Final Detailed Master Plan and Urban Design Guidelines	D+4 months	
			5.	Draft Preliminary Design Report including detailed Economic Analysis along with costing	D+5 months	
			6.	Final Environment Clearance for the IMC	D+6 months	
			7.	Final Preliminary Design Report with 3D model and tender packages	D+7 months	
			8.	Issuance of EPC/DB tender packages	D+8 months	
			9.	Selection of the EPC/DB Contractor(s)	D+11 months	
			10.	Hand holding period and assistance to Client	D+24 months	

11.	Page no: 17, clause no: 2.7.3	2.7.3 Technical Proposal:	<ol style="list-style-type: none"> <li>1. The team leader proposed must be a permanent full-time employee of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.</li> <li>2. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.</li> </ol>	<p>We understand that in case any Key staff is not a permanent employee of the Applicant, a written undertaking certificate for his/her availability has to be submitted. Certificate from Key professional's current employer is not possible and feasible at bid stage.</p> <p><b>Kindly confirm that our understanding is correct.</b></p>	The conditions given in the RFQ cum RFP remain unchanged.
12.	Page 16 2.9.4 Minimum Qualification Criteria:	Page 16 2.9.4 <b>Minimum Qualification Criteria:</b> Point No 3	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 10sq.km. on which construction work, has started Experience of last ten years will only be considered. At least 1 out of the two projects shall be an <b>international project</b> .	<ul style="list-style-type: none"> <li>• Kindly elaborate the meaning of word <b>"International Project"</b></li> <li>• Since Smart City project concept has started in India few years back only, there is hardly any smart city for which construction work has started, we request you to consider ongoing work also as eligible assignments. Request you to kindly consider.</li> </ul>	<p>"International Project" pertains to project area outside the country.</p> <p>The conditions given in the RFQ cum RFP remain unchanged.</p>

**CRISIL Risk and Infrastructure Solutions Limited**

Sl. No.	Clause in RFP	Description	Query/observations/amendments proposed	Reply from DMICDC
1	Clause 2.7.11 Item 07 Page 13	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.	We request the authority to kindly consider 80% completed projects for full marking, as there is certain case where the final payment may be delayed due to multiple approvals. Hence, we request to modify the clause as:  <i>“Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation and full marks would be awarded for such projects. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.”</i>	The conditions given in the RFQ cum RFP remain unchanged.
2	Clause 2.17.2 Item 01 Page 24	<b>Team Leader</b> Minimum qualification 20 years	We request the authority to kindly consider relaxing the experience qualification criteria to 15 years.	The conditions given in the RFQ cum RFP remain unchanged.
3	Clause 2.9.4 Item 02 Page 16	<b>Minimum qualification criteria</b> Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years	Based on our experience of successfully undertaking similar engagements and the scope of work, it is understood that a specific functional expertise is desired from the consultants. In this regard, it is requested that relevant assignments undertaken in Power sector also be included by the authority for the purposes of evaluation.	Please refer Corrigendum.
4	Clause 08 (V) Section (3) Page no. 8	<b>Technical Evaluation Criteria</b> The firm should have undertaken / completed similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components like roads and other utilities	Based on our experience of successfully undertaking similar engagements and the scope of work, it is understood that a specific functional expertise is desired from the consultants. In this regard, it is requested that relevant assignments undertaken in Power sector also be included by the authority for the purposes of evaluation.	Please refer Corrigendum.
5	Clause 2.16 Page 22	<b>Request for extension</b> Submission date: 8 <sup>th</sup> January, 2018	In view of the detailed submissions and requirements of the RFP, we request the authority to kindly extend the Proposal Due Date by at least 2 weeks from the date of issuance of pre-bid clarifications. This shall enable us to submit the best proposal for the assignment	Please refer Corrigendum.

**CRISIL Risk and Infrastructure Solutions Limited**

Sl. No.	Clause in RFP	Description	Query/observations/amendments proposed	Reply from DMICDC
6	Form 3D Item 05 Page 33	<p><b>Joint and Several Liability</b> The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.</p>	<p>We believe that each of the JV/Consortium members should be liable to only to the respective service provided by the individual Consultant. Hence, we request the authority to modify the clause with following conditions-</p> <p><i>“Each Party shall be severally liable to the Client for the performance of its respective Services.</i> and <i>“Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant shall not exceed the fees paid under this Agreement”</i></p>	The conditions given in the RFQ cum RFP remain unchanged.
7	Clause 6.4.5 Item b Page 90	<p><b>Payment upon termination</b> However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client.</p>	<p>We request the authority to modify the clause with following condition – <i>“However, the Client may consider to make payment for the part satisfactorily performed as per the specifications as agreed in the contract”</i></p>	The conditions given in the RFQ cum RFP remain unchanged.
8	Clause 6.4.5 Item b Page 90	<p><b>Payment upon termination</b> Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.</p>	We request the authority to consider deletion of this particular clause	The conditions given in the RFQ cum RFP remain unchanged.
9	Clause 6.5.6 Page 91	<p><b>Documents Prepared by the Consultants to be the Property of the Client</b> All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be</p>	We request the authority to modify the clause as all plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall at all times be the Intellectual Property of the consultant.	The conditions given in the RFQ cum RFP remain unchanged.



**CRISIL Risk and Infrastructure Solutions Limited**

Sl. No.	Clause in RFP	Description	Query/observations/amendments proposed	Reply from DMICDC
		specified in the SC.		
10	Clause 6.5.7 Page 91	<p><b>Liability</b> Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.</p>	<p>We request the authority to modify the cause with the following condition :</p> <p><i>“Consultant shall not be liable to the Client :</i> <i>(i) For any indirect or consequential loss or damage; and</i> <i>(ii) For any direct loss or damage that exceeds the total payments for</i> <i>Professional Fees made or expected to be made”</i></p>	The conditions given in the RFQ cum RFP remain unchanged.
11	Clause 6.10 Item 1 Page 94	<p><b>Responsibility of accuracy of project documents</b> The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p>	<p>We request the authority to consider modify the clause with :</p> <p><i>“The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared as specified and mutually agreed in the agreement</i></p> <p><i>The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services”</i></p>	The conditions given in the RFQ cum RFP remain unchanged.
12	Clause 6.10 Item 2 Page 94	<p><b>Responsibility of accuracy of project documents</b> The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	We request the authority to consider deletion of this particular clause.	The conditions given in the RFQ cum RFP remain unchanged.
13	Clause 6.12.1.8 Page 95	<p><b>Representations, Warranties and disclaimer</b> no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;</p>	We request the authority to consider deletion of this particular clause	The conditions given in the RFQ cum RFP remain unchanged.

**CRISIL Risk and Infrastructure Solutions Limited**

Sl. No.	Clause in RFP	Description	Query/observations/amendments proposed	Reply from DMICDC
14	Clause 6.11 Page 94	<p><b>Liquidated damages</b> If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	<p>We request the authority to consider adding the following clause –</p> <p><i>“If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, <b>provided that this delay is solely attributable to the Consultant</b>,the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1/2 % (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract”</i></p>	The condition of the RFP remains unchanged
15	Clause 6.13.2 Page 95	<p><b>Indemnity:</b> (a) the breach by the Consultant of any obligations specified in relevant clauses hereof;</p>	We request the authority to consider deletion of this particular clause.	The conditions given in the RFQ cum RFP remain unchanged.
16	Clause 6.13.2 Page 95	<p><b>Indemnity:</b> (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”)</p>	We request the authority to consider deletion of this particular clause.	The conditions given in the RFQ cum RFP remain unchanged.
17	Clause 6.8.1 Page 100	Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of final payment, on achievement of all the milestones.	<p>We request the authority to modify this clause as:</p> <p><i>“Payment shall be made within 30 days of receipt of the invoice and approval of the relevant deliverables, and within 30 days in the case of final payment, on achievement of all the milestones”</i></p>	The conditions given in the RFQ cum RFP remain unchanged.

**L&T Infrastructure Engineering Limited**

Sr. No.	Reference Clause of RFP	Description of Clause	Query/Suggestion on RFP	Response from DMICDC
1.	2.16 Tentative schedule for selection process Page 22 of RFP	<b>Bids submission due date</b>	We request DMICDC to extend the bid due date by two weeks i.e., 23.01.2018	Please refer Corrigendum.
2.	2.17.2 Qualification and competence of key staff Page 25	<b>Water supply and Waste Water expert</b>  Should have Bachelors in Civil Engineering Preferably Masters in Public Health Engineering with experience in planning and designing of water supply/wastewater systems for large townships/industrial estates. The experience in collection system, pump stations, wastewater recycle & reuse including rain water harvesting and experience with latest treatment technologies shall be rated higher.	We request DMICDC to relax the criteria as suggested below  "Should have Bachelors in Civil Engineering/Chemical Engineering /Masters in Science Preferably Masters in Public Health Engineering/Environmental Engineering/Environmental Management with experience in planning and designing of water supply/wastewater systems for large townships/industrial estates. The experience in collection system pump stations, wastewater recycle & reuse including rain water harvesting and experience with latest treatment technologies shall be rated higher.	The conditions given in the RFQ cum RFP remain unchanged.
3.	2.17.2 Qualification and competence of key staff Page 26	Familiarity with the region	We request DMICDC not to assign weightage towards local language and culture as most of the key personnel may not be from West Bengal.	The conditions given in the RFQ cum RFP remain unchanged.
4.	2.17.2 Qualification and competence of key staff Page 26	Association with the Firm	The RFP allows fielding of key personnel who are on dedicated full-time contract to work on the project, in such case there shall not be any weightage assigned for Full Time Permanent Staff and Year of association with the firm. We request DMICDC to relax the above criteria.	The conditions given in the RFQ cum RFP remain unchanged.

SI. No.	Reference Clause of RFP	Description of Clause	Query/Suggestion on RFP	Reply from DMICDC
5.	Form 3C: Format for Pre-qualification Proposal Page 32	Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17.  Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.	We request DMICDC to revise the criteria as stated below: "In case of Consortium, the Minimum Eligibility Criteria for revenue of should be satisfied by one of the member".	The conditions given in the RFQ cum RFP remain unchanged.
6.	6.1.1  Page 94	Liquidated damages- If the selected Consultant fails to complete the Assignment, within the periods specified under the contract the consultant shall pay to the Client, fixed and agreed liquidated damages, and not a penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	It is requested that the penalty is reduced to 0.5% per week upto a maximum of 5%	The conditions given in the RFQ cum RFP remain unchanged.
7.	6.8.1  Page 99	Milestone 2- Technical assessment report, Market Demand Analysis and Preliminary Financial Model-D+1 month	It is requested that the time for this milestone is increased to - at least 3 months.	The conditions given in the RFQ cum RFP remain unchanged.
8.	General	Hard copy of the submission	Please confirm if the entire technical and financial proposal hard copy is to be submitted to client.	No

WAPCOS		
Sr	Query	Reply from DMICDC
1	It is requested to clarify whether combined experience of Consortium shall be considered for the eligibility Criteria.	Please refer clause 2.6.
2	As per the Standard Practice, it is requested to you kindly increase Limit of pages for CV from 4 to 5.	The conditions given in the RFQ cum RFP remain unchanged.
3	Kindly provide the estimated staff Months for above said project.	The Man months to be provided by the applicant as part of the technical proposal. Please refer clause no. 2.17.1
4	Kindly provide the breakup of Marks for assignments to be used in Technical Proposal.	Please refer clause 2.9.5.
5	Time extension of two weeks may be granted for preparation of a comprehensive Proposal from the date of issue of Minutes of the Pre-Bid Meeting.	Please refer Corrigendum.

SMEC				
Sr no	Reference	RFP condition	Query / Clarification	Reply from DMICDC
1	2.7.3 Point 8 Page 11	Each CV needs to have been recently signed by the key personnel <b>and/or</b> countersigned by the authorized official of the Firm.	We understand that the CV either signed by the key personnel or by authorised representative shall be accepted. Please confirm.	Please refer Corrigendum.
2	2.7.3 Point 10 Page 11	The completion certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.	We understand that the project supporting documents such as the Contract, Terms of Reference etc shall be acceptable along with Completion Certificate to substantiate the information on size, fee, duration etc Kindly confirm.	Yes
3	2.7.3 General	Experience of Parent Company	We request you to consider the credentials of the parent company in the evaluation of project credentials where the participating firm is fully owned subsidiary of parent company. (More than 99% shares of the participating firm owned by parent company)	The experience of the parent company shall only be considered if a Joint Venture (JV) / Consortium is formed with them.
4	2.7.3 Point 11 Page 11	The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.	Will the experience of associate partner without Joint and Several Liability be considered in evaluation?	The experience/strength of the parent company/Associate firm shall only be considered if a Joint Venture (JV) / Consortium is formed with them.
5	2.5.2 Page 7	The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.	Please allow at least 3 to 4 days for the submission of the original hard copy of the BG/DD of bid security	The conditions given in the RFQ cum RFP remain unchanged.
6	2.17.2 Page 24	Team Leader Minimum professional experience- 20 Years' Experience	We request you to kindly relax the Number of years of experience to 15 years.	The conditions given in the RFQ cum RFP remain unchanged.
7	2.17.12 Page24	Senior Urban Planner Minimum professional experience- 20 Years' Experience; Specific expertise- At least 5 out of the 15 years' experience should be international experience	We request you to kindly relax the Number of years of experience to 10 years.  Specific expertise: Kindly relax the requirement of international experience.	Please refer Corrigendum.
8	6.6.2.1 Page 92	"During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key	The clause should read as "During the course of providing services, substitution of key personnel in	The conditions given in the RFQ cum RFP remain unchanged.

		Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.	excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, the reduced remuneration will not be below 80 (eighty) percent of the remuneration agreed for the Original Key personnel.	
9	6.8.2 Page 93	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government/SPV/Nodal agency are not received within 45 days from the date of submission of the report. Remaining 40% shall be released only after receipt of approval from the State Govt./Nodal Agency.	Kindly specify a timeline for the State Government/SPV/Nodal agency to accord approval / comments as the consultant's payments should not be delayed due to delays on part of state government.	The conditions given in the RFQ cum RFP remain unchanged.
10	6.1.7 Page 94	Service Tax	May be replaced with GST	Please refer Corrigendum.
11	Form 3E and 3F Page 38, 40	Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy	Kindly relax this requirement as attestation from Indian embassy takes around 2 weeks. The documents legalized from Indian embassy may be accepted at the time of contract signing.	The conditions given in the RFQ cum RFP remain unchanged.
12	2.1.6 Page 22	Proposal Due Date	Please provide 3 weeks from the date of issue of the clarification to queries. Kindly extend the proposal due date accordingly	Please refer Corrigendum.

CBRE			
Sl.no.	Clause in RFP	Query	Reply from DMICDC
1.	<p>Page 6, RFQ Cum RFP Processing Fee:</p> <p>Clause 2.1.20</p> <p>“The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST @18% in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as anon-refundable RFQ CUM RFP processing fee (the “RFQ CUM RFP Processing Fee”)”</p>	<p>Request the non-refundable processing fee be reduced to INR 50,000 instead of INR 100,000 (plus applicable GST @ 18%) as typically for a project of this magnitude, the non-refundable processing fee is in the range of INR 25,000 to INR 50,000</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
2.	<p>Page 8, Eligibility of Applicants Clause 2.6.3</p> <p>“2.6.3 An Applicant currently executing three or more similar projects being managed by the DMICDC or its related SPVs [namely, Dholera Industrial City Development Ltd. (DICDL), Aurangabad Industrial Township Limited (AITL) Vikram Udyogpuri Ltd. (VUL), Pithampur Jal Prabandhan Company Limited (PJPCL) and Integrated Industrial Township Greater Noida Limited (IITGNL)] shall not be eligible to bid.</p> <p>Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan shall not be eligible to bid for this project.”</p>	<p>Kindly confirm whether the above clause excludes the completed assignments</p> <p>Kindly verify that the ‘perspective plan’ mentioned herein refers to the perspective plan prepared for the Amritsar Kolkata Industrial Corridor (AKIC) project or for other DMICDC Industrial Corridor Projects.</p>	<p>-The completed projects are excluded.</p> <p>- the ‘perspective plan’ mentioned herein refers to the perspective plan prepared for the Amritsar Kolkata Industrial Corridor (AKIC) project only.</p>



3.	<p>Page 13, Clause 2.7.11 Sub-clause 7</p> <p>“Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.”</p>	<p>Keeping into consideration the subdued market dynamics over the past few years and the eligible projects (of significant repute as well as large magnitude as the proposed Raghunathpur development) exhibiting longer execution periods, we request the Authority to kindly consider ongoing projects of repute for this proposal with no limitations / deductions on the marking scheme.</p> <p>Additionally, for the projects to be considered eligible, apart from Certificates issued by clients / work orders / invoices, certificates from chartered accountant of the firm ensuring that the professional fee has been received against the project(s) submitted as Eligible Assignments should be considered for technical evaluation as in the domain of Consulting, furnishing / seeking Completion proofs / certificates from clients is not feasible at times.</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p> <p>Certificates from chartered accountant of the firm ensuring that the professional fee has been received against the project(s) submitted as Eligible Assignments shall be considered.</p>
4.	<p>Page 16, Minimum Qualification Criteria Clause 2.9.4 S.No 1</p> <p>“Experience in preparation of DPR (Detailed Project Report) for trunk infrastructure of Industrial/Residential Townships, SEZ’s or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 200 Crore each on which the construction work has started. Experience of last ten years will only be considered.”</p>	<p>Owing to multiple technicalities in the Indian context with respect to eligible projects of such magnitude, at times the projects are unable to reach construction stage till much later post completion of the DPR and requisite planning.</p> <p>We thus request the authority to kindly consider projects where the DPR has been successfully prepared but the project is yet to initiate construction</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>
5.	<p>Page 16, Minimum Qualification Criteria Clause 2.9.4 S.No 3</p> <p>“Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 10sq.km. on which construction work, has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.”</p>	<p>Owing to multiple technicalities in the Indian context with respect to eligible projects of such magnitude, at times the projects are unable to reach construction stage till much later post completion of the DPR and requisite planning.</p> <p>We thus request the authority to kindly consider projects where the master plan has been successfully prepared but the project is yet to initiate construction</p>	<p>The conditions given in the RFQ cum RFP remain unchanged.</p>

6.	Page 21-22 Clause 2.16 Tentative schedule for selection process "Proposal Due Date 8th January, 2018"	<p>Scope of Work prescribed is extensive and requires consortium / partnership of Architectural and legal/ specialized consulting firms, etc.</p> <p>Identification and association of competitive and world class bidders requires time and coordination. Further, owing to extensive documentation which is required for successful submission of tender as well as on account of the Christmas and New Year breaks, we request you to consider our request for</p>	Please refer Corrigendum.
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