

### Reply to queries

Queries received till due date and pre-bid meeting discussions are considered.

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
1.	Page 12 Cl. 2.6.1	A Bid Security in the form of a Bank Guarantee or Demand Draft for a value of Rs One Crore	Conventional to other projects undertaken under NICDC, it is requested that the bid security amount be reduced to INR 10,00,000/- (Rupees One million only). Kindly consider.	RFP conditions remains unchanged
2.	Page 26 Clause 2.12.4	<b>Minimum Qualification Criteria</b> Experience of Programme/Project Management Consultant during last 10 years preceding the PDD	Considering the global impact of Covid-19 during 2020 and 2021, we request you to revise it to 'Experience of Programme/Project Management Consultant during the last <b>12 years</b> preceding the PDD' instead of 10 years.	Kindly check the corrigendum.
3.	Page 26 Clause 2.12.4	<b>Minimum Qualification Criteria</b> Lead member should have minimum INR 200 Cr	We request you to revise the requirement of the average annual revenue of the Lead member to 15% of the Total consolidated Turnover of the JV i.e., Rs 400 Cr. Alternatively, the consolidated turnover of the JV be considered.	Kindly check the corrigendum.
4.	Page 16 Cl. 2.8.11	Programme Management Office (PMO): The Consultant will make suitable arrangement for PMO for the Key Professional and additional personnel who will be working on the Programme.	Kindly clarify the preference of the location of the PMO. We understand that the office should be located in Mumbai to allow a smooth interaction with the AITL office in Mumbai until the works commence at the site upon the appointment of the works contractor. The office may be shifted to around the project site after the appointment of the works contractor. Kindly confirm.	PMO will be at site only
5.	Page 36 Cl 2.22 Datasheet & Cl 2.12.1	The completed Proposal must be delivered at the submission address on or before PDD given in the Data Sheet before 3:00 PM (IST). No Proposal shall be accepted after the closing time of Proposals	We request you to keep the Proposal Due Date (PDD) binding for the submission of online submission. We request you to allow 48 hours for submission of the hard copy of the proposal after the submission of the online submission i.e. after the Proposal Due Date (PDD) considering the monsoon season and unpredictable heavy rains in Mumbai.	Kindly check the corrigendum.

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6.	Page 36 Cl 2.13.13 and 2.13.14	The weights given to technical and financial proposals are: <ul style="list-style-type: none"> <li>• Technical = 0.70</li> <li>• Financial = 0.30</li> </ul>	Considering the complexity of the project and the technical expertise required to complete the same, we request you to revise the weights to <ul style="list-style-type: none"> <li>• Technical = 0.80</li> <li>• Financial = 0.20</li> </ul> This will enable AITL to select a competent consultant based on a balanced approach considering the technical quality and competitive price. Kindly consider.	RFP conditions remains unchanged				
7.	Page 38 Cl. 2.23.2	<b>Qualification and competence of the Key Professional (PMO)</b> <ul style="list-style-type: none"> <li>– Programme Director - Minimum 20 years exp</li> <li>– Deputy Programme Director - Minimum 20 years exp</li> <li>– Senior Program Planner (Scheduler) – Minimum 15 years exp</li> </ul>	Considering the organisation and administration of the project we request to allow a Minimum of 15 years of experience for the Deputy Programme Director and a Minimum of 10 years of experience for the Senior Program Planner (Scheduler). This will allow the deployment of technically competent experts having relevant recent experience on similar projects.	Kindly check the corrigendum				
8.	Page 37 Cl. 2.22.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Event Description</td> </tr> <tr> <td style="padding: 2px;">Date of issue of RFQ-cum-RFP</td> </tr> <tr> <td style="padding: 2px;">Last date for receiving queries/requests for clarifications</td> </tr> <tr> <td style="padding: 2px;">Proposal Due Date</td> </tr> </table>	Event Description	Date of issue of RFQ-cum-RFP	Last date for receiving queries/requests for clarifications	Proposal Due Date	The timelines especially post a response to queries by AITL seems too ambitious not providing adequate time for bidders to respond in accordance with the preproposal clarifications issued by AITL. Please allow <b>at least three weeks for submission</b> after the pre-bid clarifications are issued by AITL.	Kindly check the corrigendum
Event Description								
Date of issue of RFQ-cum-RFP								
Last date for receiving queries/requests for clarifications								
Proposal Due Date								
9.	Page 100 Form 4D	IT and Office Maintenance – INR 8 Lakh per year	Considering this amount, the anticipated monthly cost of maintaining an office works out to INR 66,000. We understand that this includes office rent, furnishings, office equipment, operational and running expenses for water and electricity, administrative support staff etc. The provisioned amount seems inadequate and may be revised proportionately since this amount will be the	RFP conditions remains unchanged				

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			ceiling amount beyond which the Consultant will not be paid extra.	
10.	Page 109 Cl. 5	<p><b>3D Model Driven Approach for DMIC Nodes</b>            AITL mandates the use of advanced computer based dynamic 3D-model driven approach for the detailed planning, design, engineering, construction, and operation of the DMIC nodes to allow simulation, visualization and engineering analysis of all transportation, utility, building, civil works and geospatial infrastructures. This includes an aggregate dynamic 3D information model for the city infrastructure systems with 3D building models, 3D civil infrastructures, 3D models for rail, roads and underground and aboveground utilities systems participating. 3D infrastructure....</p>	We understand that the Consultant is required to review the 3D model is being developed by the Master Planning and Preliminary Design Consultant.	Yes
11.	page 181 Clause 6.1.2	<p><b>Payments to the Consultant</b>            Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by AITL prior to the thirtieth (30th) day of the previous month</p>	In case any milestone cannot be completed due to a reason not attributable to the Consultant, we request AITL to pay 70% of the invoice amount within the amount due date. The remaining 30% shall be paid by AITL after completion of a milestone or 3 months from the amount due date (against Bank Guarantee of equivalent amount), whichever is earlier.	RFP conditions remains unchanged
12.	Page 193 Cl. 6.5	<p><b>6.5 Performance Security</b>            Performance Security for an amount equivalent to Ten percent (10%) of the sum of the Yearly Fee Ceiling</p>	We request you to revise the Performance Security to 3% of the yearly annual fee as per the mandates being implemented by various public sector bodies, including for projects being implemented under the NICDC.	Kindly check the corrigendum
13.	Page 195 Clause 6.6	<p><b>Payment Percentage and Milestones</b></p>	It is presumed that the payment percentage shall be proportionately distributed among the milestones grouped together and accordingly the consultant shall be paid for the accomplished milestones.	The RFP is clear

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14.	Page 195 Clause 6.6	<b>Milestones</b>	It is observed that about 50 nos. of milestones have to be accomplished in the first 52 weeks of the project. We request you to consolidate some of these milestones for enabling the consultant to submit discrete reports/compliances and enable the ease of monitoring by AITL.	RFP conditions remains unchanged
15.	Page 195 Clause 6.6	#4 Draft Validation Study (Technical and Economic) and list of projects for implementation in short term and medium term @ #6 Validation of Land, Boundary fixation and reconnaissance #7 Review of Design Basis Report and Draft Preliminary Design Report including detailed Economic Analysis	Considering the large geographical area and complexity, we request you to consider the milestone date as D+3 months. Further, we understand that it is subject to the receipt of comments from AITL or any other consultant specified in the Terms of Reference or prescribed by AITL. In addition, we understand that the data required for accomplishing the activities will be made available to the PMNC within 1 week of the Effective Date i.e., the D date. Kindly confirm.	RFP conditions remains unchanged
16.	Page 196, Clause 6.6	# 9 - Final Validation Study (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation (ICT, Landscape etc) during short term (1-2) years and medium term (2-3) years.	Considering the large geographical area and complexity, we request you to consider the milestone date as D+5 months. We understand that the due date for the Final Validation Study (Technical and Economic) shall be two weeks after the completion of item 21 i.e., Workshop on Draft Validation Studies. In view of the above, we understand that the Milestone date will be later than the two above indicated dates. Please confirm.	RFP conditions remains unchanged
17.	Page 197, Clause 6.6	#36 - Review of the Statutory Master Plan and Notification of the Final Master Plan in coordination with the State Government	We understand that the master plan will be called the Statutory Masterplan after it is notified under an applicable act of the state under consideration. As per our understanding, in the case of Maharashtra, the Special Planning Authority (SPA) (constituted under Section 1B of Sec 40 of the MRTP act 1966) will notify the plan in the form of a planning proposal for the development of land in	RFP conditions remains unchanged

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			<p>accordance with provisions of Sec 115 of the MRTP Act 1966.</p> <p>In case the above process is not complete as on the Effective Date i.e., D date, it will be highly difficult to complete the statutory process under Section 115 within a timeframe of 2 months considering that at least 30 days' notice has to be given for inviting objection and suggestions from public apart from the time required for administrative processes. In this regard, we request you to consider the milestone date to be D+10.</p>	
18.	Page 196, Clause 6.6	# 25 - Review and Finalization of the Urban Design Guidelines	We understand that the review will be based on the adequacy of data, timely handing over of all the relevant data to PMNC and the response time from the Master Planning consultant or AITL. Please confirm.	RFP conditions remains unchanged
19.	Page 196, Clause 6.6 And Page 118 Cl 5.3 Task 2 (C)	# 11 Submission of Draft ICT Master Plan # 38 Submission of Final ICT Master Plan And The ICT Master Plan for the SBIA Investment Region is currently under preparation	We understand that the ICT Master Plan for the Dighi Port Investment Region is being will be prepared by a third-party ICT consultant appointed by AITL for the project. In this regard, we understand that <b>PMNC's role will be to only coordinate</b> with the ICT consultant for Milestone 11 and 38. Kindly confirm.	RFP conditions remains unchanged
20.	Page 196, 197 Clause 6.6 And Page 128, Cl 5.4.16	# 12 Submission of Concept Landscape Master Plan # 39 Submission of Final Landscape Master Plan And (b) Preparation of design briefs for landscape consultants	We understand that PMNC's role is the preparation of design briefs for a landscape consultant to be appointed by AITL for the Dighi Port Investment Region. In this regard, we understand that <b>PMNC's role will be to coordinate</b> with the Landscape consultant for Milestone 12 and 39. Kindly confirm.	RFP conditions remains unchanged

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21.	Accessing/purchasing of rfp documents, clause 1, page 1,	As per tender: (ii) DSC should be in the name of the authorized signatory as authorized in Appendix 3E of the submitted Proposal. It should be in corporate capacity (that is in Applicant capacity).	Please ensure the submission of document certifying the Class III DSC.  We could not find Appendix 3E in the document, If AITL is referring to Form 3E as Appendix 3E, then it is request to AITL to allow anyone from firm to sign the proposal, who having Power of Attorney to do the same, whether they don't having the Class III DSC in his/her name.	Kindly read it as Form 3E the bidder submitting the Power of Attorney shall be the authorised representative and shall use class 3 DSC only as stated in the tender document.
22.	2.7 Eligibility Of Applicants, Clause 2.7.11 & 2.7.12 Page,16,	The PMNC will be responsible for the annual operations and maintenance cost for the PMO including but not limited to all office supplies, consumables and IT maintenance.  2.7.12 The selected Consultant shall develop the office layout plans and cost estimate for Client approval prior to office build-out. For the annual O&M expenditure component to be paid to the PMNC, all bidders must use the stated amount in Form 4D	There is a contradiction on O&M expenses in both the points, please confirm	The RFP is clear
23.	2.8 Preparation Of Proposal, Clause 2.8.3, Point (Xi) Page, 17 & 18	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.	Please consider the following:  The lead bidding entity may use the project references of their wholly owned subsidiary or sister firms in common control or ownership of the group company for qualification requirements	The RFP conditions remains unchanged
24.	2.8 Preparation Of Proposal, Clause 2.8.13	While preparing the financial proposal (the "Financial Proposal"), Applicants are expected to take into account the various	Note that there is no service tax now. It should be replaced by GST.	The RFP is clear.

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	Financial Proposal, Page 20	<p>requirements and conditions stipulated in this RFQ- cum- RFP document. Except service tax on the services to be provided by the Consultant to the Client, which shall be payable by the Client, the Financial Proposal shall be inclusive of all the costs including taxes associated with the assignment I &amp; (i) &amp; (ii)</p> <p>This should be except all indirect taxes.</p>	Please clarify if it's all expenses except indirect taxes like GST	
25.	2.9 Submission, Receipt And Opening Of Proposals, Clause 2.9.3, Page 23	<p>Along with online submission, the Applicant shall submit two (2) hard copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy). One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification and Technical must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered. The Financial Proposal shall be submitted only online through <a href="https://aitl.eproc.in">https://aitl.eproc.in</a>.</p>	<p>It is difficult to arrange the hard copies of the document on same day in terms of hard bound through stitching.</p> <p>Please allow to submit the same within 7 days after the electronic submission.</p>	Kindly check the corrigendum.

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26.	2.12.4 Minimum Qualification Criteria, Page 26	Experience of Programme/Project Management Consultant during last 10 years preceding the PDD, for implementation/execution for development of (Industrial cities or township / industrial parks / industrial estates / special economic zones / special investment zones ) covering 3 or more sectors among roads including bridges/ water supply/ sewerage/ solid waste management/ drainage/ power supply/ ICT/CETP & STP as a mandatory components for at least Two project spread over a minimum area of 5 square kilometres.	Since airports in Metro cities are also area development projects the same may be considered as experience along with building and warehouses.	The RFP conditions remains unchanged
27.	2.12.4 Minimum Qualification Criteria, Page 26	The Project shall be undertaken with Government Departments or Government Organisations or Government Agencies or Government PSUs of any State Government or the Central Government or Multi-lateral Funding Agencies in India/outside India. It is mandatory that the projects should be 100% complete.	Request to allow for the private industrial developments of the similar size for qualification instead on only government projects.	The Project shall be undertaken with Government Departments or Government Organisations or Government Agencies or semi government or Government PSUs of any State Government or the Central Government or Multi-lateral Funding Agencies in India/outside India. It is mandatory that the projects should be 100% complete.
28.	2.12.8 Technical evaluation criteria, page 27	2) Experience in at least one (1) project in the area of design and planning of Detailed Landscape works in an urban development project such as new town/city, Industrial cities or township / industrial parks / industrial estates / special economic zones / special	These selection criteria's are for the planning and designing related aspects of ICT, Landscaping and renewable energy/recycled water reclamation where in the bid is sought for PMC services. Can the experience in managing these three activities on separate projects of similar size be considered for	Yes



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		<p>investment zones for an area of 5 sqkm during the last 10 years – 5 marks</p> <p>3) Experience in Designing and planning of at least one (1) project in the renewable energy practices on solar/wind/other suitable sources, smart water management, recycling etc in an urban development project such as new town/city, Industrial cities or township / industrial parks / industrial estates / special economic zones / special investment zones for an area of 5 sqkm within the last 10 years – 5 marks</p>	<p>submission of the bid in line with the spirit of the PMC scope?</p>	
29.	2.21 Tentative Schedule For Selection Process, Page 35,	As per tender proposal due date: 1 <sup>st</sup> September 2022	In order to submit competitive bid including all quality compliances, we request extension of bid for 5 Weeks from issue of reply to queries / Addendum / Corrigendum	Kindly check the corrigendum
30.	4. Work Orders, Page 151	4.2 The Work Orders shall contain detailed provisions regarding the scope of Services, staffing level (including the Key Professional and Additional Personnel expected to be deployed for performance of the Services), quantum of work required from the Key Professional and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment	<p>We would like to modify the clause as per below:</p> <p>The Work Orders shall contain detailed provisions regarding the scope of Services, staffing level (including the Key Professional and Additional Personnel expected to be deployed for performance of the Services), quantum of work required from the Key Professional and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the</p>	The RFP conditions remains unchanged

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		<p>schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant. Subject to adjustment of the rates, the maximum OPE and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant and the aggregate reimbursable OPE in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the Contract Value Ceiling as set forth in Appendix E.</p>	<p>Consultant. Subject to adjustment of the rates, the maximum OPE and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant and the aggregate reimbursable OPE in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the Contract Value Ceiling as set forth in Appendix E subject to modifications vide clause 1.8.1 of GCC</p>	
31.	1.5 Taxes And Duties, Page 158	<p>1.5.1 Unless otherwise specified in the SCC, the rates and the Yearly Fee Ceilings and the Contract Fee Ceiling stipulated in this Contract shall be deemed to include and the Consultant shall administer, bear and pay all direct and indirect Taxes, including any Taxes in connection with the performance of the Consultant's obligations under this Contract and the payments to be made by the Client to the Consultant.</p>	<p>Please confirm that the consultant would be compensated for new indirect taxes and any change in rate of current indirect taxes</p>	<p>The RFP conditions remains unchanged</p>
32.	2.4 Force Majeure, Clause 2.4.1, Page 161	<p>For the purposes of this Contract, "Force Majeure" means an event, act, or circumstances, or combination of events, acts or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or</p>	<p>We request that 'pandemic' should also be directly included within the definition of force majeure.</p>	<p>Kindly check the corrigendum</p>

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		<p>circumstances are beyond the reasonable control of the affected Party, were not the fault of the affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the affected Party through the exercise of Good Design, Engineering and Construction Practices. Force Majeure includes, but is not limited to war, riots, civil disorder, strikes (excluding strikes or labour disturbance at the facilities of the Consultant or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions, any unlawful or unauthorised act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance by a Party of its obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:</p> <p>(a) 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> <p>(b) insufficiency of finances or funds, financial insolvency, financial distress or</p>		

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		<p>this Contract becoming onerous to perform;</p> <p>(c) failure to comply with any Applicable Law; or</p> <p>(d) any delay or default of any Sub-consultants or Personnel</p>		
33.	2.5 Termination, Page 164	(xii) there is any other breach of the Consultant of the provisions of this Contract or if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of sixty (60) days or such longer period as the Client may have subsequently approved in writing;	<p>We would like to modify the clause as per below:</p> <p>there is any other breach of the Consultant of the provisions of this Contract and if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of sixty (60) days or such longer period as the Client may have subsequently approved in writing;</p>	The RF conditions remains unchanged
34.	3. Obligations of Consultant, Cause 3.1 General, Page 167	<p>The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's</p>	<p>We request that the current clause be modified by inclusion of the last sentence as proposed herein to exclude repair replacement obligations as they are apt for contractors and implied warranties to avoid ambiguity.</p> <p>“The Consultant shall not be liable for any repair and replacement costs, addition or deletion of materials, facilities or equipment and any implied warranties not specifically stated under this Contract are excluded.”</p>	The RFP conditions remains unchanged

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		legitimate interests in any dealings with Sub-consultants or third parties.		
35.	Iii. General Conditions (Gc) Of Contract, 3.8 Insurance To Be Taken Out By The Consultant, Page 179	The Consultant shall, within a period of thirty (30) 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. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the	<p>We propose using our existing annual renewable insurance policies and propose the modifications below.</p> <p>The Consultant shall, during the period of services 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. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of the insurance certificates from our insurers and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Subconsultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, subject 15 days' notice to cure, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client. The insurance policies so procured shall</p>	The RFP conditions remains unchanged

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		<p>Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client. The insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.</p>	<p>provide indemnity to principal to the Client, wherever applicable</p>	
36.	<p>6. Payments To The Consultant, Clause 6.1 Payment Terms , Sub Clause 6.1.2; Page 180</p>	<p>Payment terms – payment period on invoicing</p> <p>The Consultant shall be entitled to raise an invoice on a monthly basis in respect of Services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by AITL prior to the thirtieth (30th) day of the previous month. For the avoidance of doubt, it is hereby clarified that (i) notwithstanding such certification of satisfactory completion by the AITL, the Client shall be entitled to verify such satisfactory completion and (ii) in the event the AITL fails to provide such certification in respect of the Services performed during a month prior to the thirtieth (30th) of the succeeding month, the Client shall be entitled to make payment of all undisputed sums to the Consultant. The invoice shall be submitted in three (3) copies, accompanied by the following documents:</p>	<p>We request that the payment period on invoicing should be included as the Contract is silent on that aspect. Hence, we request that payment period on undisputed invoices should be 30 days from receipt of invoice by Client.</p>	<p>The RFP conditions remains unchanged</p>

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		<p>(a) if not previously submitted, the progress report for the immediately preceding month;</p> <p>(b) evidence of certification of the milestones by the AITL;</p> <p>(c) in case of reimbursement of out of pocket (direct) expenses, with supporting documents;</p> <p>(d) details of deployment of Personnel (including time-sheets and attendance records) and supporting documents. The Consultant shall provide timesheets which shall, for each Personnel, demarcate the man-months or part thereof spent by such Personnel on each milestone (including details of whether the Services performed relate to milestones due for completion in the month for which the invoice is raised or whether such Services relate to pending milestones, location of the Personnel during performance of the specific services).</p>		
37.	6. Payments To The Consultant, Clause 6.1 Payment Terms , Sub Clause 6.1.3 B; PAGE 181	(b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees	<p><b>We request the first para to read as:</b></p> <p>“(b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees</p>	The RFP conditions remains unchanged

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		<p>payable to the Consultant shall be sixty percent (60%) of the lower of:</p> <p>(i) the fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services performed in relation to such milestone, as calculated in accordance with Clause 6.1.4; or</p> <p>(ii) the percentage of the maximum fee payable for the relevant milestone (as specified in the Work Order or the Supplementary Work Order, as applicable).</p>	<p>payable to the Consultant shall be Eight percent (80%) of the lower of:"</p> <p>Also Milestone Payments will not be withheld if delay is caused by reasons outside our control.</p>	
38.	6. Payments To The Consultant, Clause 6.1 Payment Terms , Sub Clause 6.1.4; Page 181	<p>The Consultant shall submit to the Client a detailed report showing the time (in man- months) spent by each of the Key Professional and the Additional Personnel. The time in man- month(s) spent by any Personnel shall be computed as per the following formula:</p> $M = TTS \div (8 \times 22)$ <p>where: M denotes man-months; and TTS denotes the total time spent in hours during the period for which the invoice is raised;</p>	Please replace "period" with "month"	The RFP conditions remains unchanged
39.	6. Payments To The Consultant, Clause 6.1 Payment Terms ,	6.1.6 The quoted monthly rates for the Key Professional and the Additional Personnel set forth in Appendix E shall be subjected to variation on account of	(i) Clause Error! Reference source not found.;	RFP is clear



Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
	Sub Clause 6.1.6; Page 182			
40.	7. Extension Of Time For Performance; Suspension By The Client, Clause 7.1 Extension Of Time, Page 184	7.1.2 The time period(s) specified in Appendix J or any Work Order or Supplementary Work Order shall be extended to the extent the Consultant demonstrates to the satisfaction of the Client that the time required for completion of Services was delayed by reason of any delay which is solely attributable to a breach or default of the Client.	We would like to modify the clause as per below:  The time period(s) specified in Appendix J or any Work Order or Supplementary Work Order shall be extended to the extent the Consultant demonstrates to the satisfaction of the Client that the time required for completion of Services was delayed by reason of any delay which is <b>not</b> solely attributable to a breach or default of the Client.	The RFP conditions remains unchanged
41.	8. Liquidated Damages, Clause 8.2, Page 185	The aggregate maximum of liquidated damages payable to the Client under this Clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 8 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.	We request that the maximum cap on liquidated damages should be reduced from 10% of the Yearly Fee Ceiling for the First Year or any Subsequent Year to 5%. as the contract should operate on a fair risk and reward basis	The RFP conditions remains unchanged
42.	2.2 Indemnity, Clause, 2.2.1, Page 193	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities,	<i>"Notwithstanding anything to the contrary stated elsewhere under this Contract, the indemnity obligations of the Consultant shall be limited to its negligence only."</i>	The RFP is clear

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
		<p>damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (b) 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; (c) 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>Please include the following sentence at the conclusion of clause 2.2.1 as indemnification obligations should be limited to negligence as is the accepted position under law and not make the indemnities extend beyond negligence.</p>	<p>Also, please cross check the clause numbering under Miscellaneous provisions as it is not in sequential order to the clauses prior to it.</p>	
43.	<p>Iv. Special Conditions of Contract, Clause 3.7 The Following Shall Be Added In</p>	<p>(a) Except in case of negligence, fraud or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the</p>	<p>We request the below revisions, so that the limitation of liability has some effective value on established principles as the current coverage is almost amounting to unlimited liability.</p>	<p>The RFP conditions remains unchanged</p>

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
	Clause 3.7 Of The Gcc, Page 192	<p>Consultant to the Client's property, the Consultant shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</p> <p>(b) 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.</p>	<p>(a) Except in case of gross negligence, fraud or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property or otherwise, the Consultant shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder <del>or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</del></p> <p>(b) 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.</p>	
44.	Iv. Special Conditions Of Contract, Clause 3.8 The Risks And The Coverage Shall	b) <b>Third Party liability insurance</b> with a minimum coverage, for Rs. 10,00,000/ (Rupees Ten Lakh) for the period of consultancy.	We would like to modify the clause as per below: <b>Third Party liability insurance</b> with a coverage, for Rs. 10,00,000/, in the aggregate (Rupees Ten Lakh) for the period of consultancy.	The RFP conditions remains unchanged

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
	Be As Follows, Page 193			
		<p>c) <b>Professional Liability Insurance</b> - The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA) , for a period of Five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The 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 less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance.</p>	<p>We would like to modify the clause as per below:</p> <p><b>Professional Liability/ Indemnity Insurance</b> - The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA) , for a period of Five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount equal to the Contract Fee Ceiling. The Client shall be provided with "indemnity to principal" in the professional liability / indemnity insurance maintained 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 annually renewable professional liability insurance policy shall provide "indemnity to principal" for an amount equal to the Contract Fee Ceiling. The Consultant shall submit certificate of insurance from its insurers as documentary evidence of maintaining the the Professional Liability/ Indemnity Insurance policy.</p> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the</p>	<p>The RFP conditions remains unchanged</p>

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
		The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the Contract. In case the Consultant is a joint venture consortium, the policy should be in the name of the joint venture consortium / association entity and not by the Members.	policy period” (AOP) should be equal to the amount stated in the Contract. In case the Consultant is a joint venture consortium, the policy should be in the name of the joint venture consortium / association entity and not by the Members.	
		<p>d) <b>Employer’s liability and workers’ compensation insurance</b> shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p>e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p>	<p>We would like to modify the clause as per below:</p> <p><b>Employer’s liability and workers’ compensation insurance</b> shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, at the Consultant own cost (or the Sub-consultants' own cost, as the case may be), in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should be maintained during the period of services and remain effective as per relevant requirements of contract agreement.</p> <p><b>We understand that the intention to provide insurance coverage as per statute, hence we propose modification below.</b></p> <p>e) Any other insurance that may be necessary under the law or as specified under the signed contract .</p>	The RFP conditions remains unchanged
45.	Iv. Special Conditions of Contract, Clause	The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this	We request that the amount of performance security should be reduced to 3 (three) percent in view of the Ministry of Finance Office Memorandum No	Kindly check the corrigendum

Sr. No	Clause Reference	As per RFP	Query / Suggestion	AITL Response
	6.5 Performance Security, Page 200	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 in Appendix I (Part A), in an amount equal to Ten percent (10%) of the Yearly Fee Ceiling for the First Year. Further, in the event the term of this Contract is extended, the Consultant shall atleast fifteen (15) days prior to the commencement of every Subsequent Year or atleast thirty (30) 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 Ten percent (10%) 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.	F.9/4/2020-PPD dated 30th December 2021. Client can also consider the concerns noted in the said memorandum and limit the performance security amount to 3%.	
46.	6.6 Milestones For The First Work Order, Page 195	9. Final Validation Study (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation (ICT, Landscape etc) during short term (1-2) years and medium term (2-3) years.	The Validation study is expected to be completed within 3 months. It is requested to provide at least 4 months to adequately review and take handover of the work produced by the master planning and PDR consultants.	The RFP conditions remains unchanged

<b>Sr. No</b>	<b>Clause Reference</b>	<b>As per RFP</b>	<b>Query / Suggestion</b>	<b>AITL Response</b>
47.	6.6 Milestones For The First Work Order, Page 195	9. Final Validation Study (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation (ICT, Landscape etc) during short term (1-2) years and medium term (2-3) years.	Has AITL appointed Landscape consultant for the project and what is the status of the current landscape design work	This scope is to be carried out by PMNC.
48.	6.6 Milestones For The First Work Order, Page 195	36. Review of the statutory master plan and notification of the final master plan in coordination with state government	Notification of the final master plan is responsibility of the Master planning and PDR consultants. It is understood that PMNC is only responsible for reviewing this master plan and not getting approvals. Please clarify	The RFP conditions remains unchanged
49.	6.6 Milestones For The First Work Order, Page 195	24. Final EIA clearance & assistance to AITL submission of amendments based on the final master plan/project priority	Final EIA Clearance is responsibility of the Master planning and PDR consultants. It is understood that PMNC is only responsible for reviewing this master plan and not getting approvals. Please clarify Please provide the current status of the EIA/EC work and its completion timelines to be undertaken by the master planning and PDR consultants	The RFP is clear
50.	6.6 Milestones For The First Work Order, Page 195	11. Submission of Implementation plan for ICT	Has the ICT Master plan consultant been appointed by AITL?	This scope is to be carried out by PMNC.
51.	6.6 Milestones For The First Work Order, Page 203	22. Selection of EPC/DB contractors	The 6-month timeline for Selection of EPC/DB contractor may not be viable since it requires completion of validation studies, review of the contract documents and selection process for the contractor. We request this timeline to be D+8	The RFP conditions remains unchanged