

KERALA RAIL DEVELOPMENT CORPORATION LIMITED

TENDER NO: KRDC/90/2019-JC1

Consultancy for Land Development and Transit Oriented Development for KRDC

CORRIGENDUM 3

Response to pre bid queries

Date: 07.01.2020

Sl. No.	Reference from RFP Document			Content of the RFP requiring clarifications/Amendments	Bidder's Queries	KRDC's Response
	Volume : Section	Clause No:	Page No:			
1.	I – ITB	6.1.1		<p>The Bidder can be a sole bidder or a Joint Venture (JV). Consortium or Partnership.</p> <p>The sole bidder or the Lead member of the JV/Consortium/Partnership <u>shall be a company incorporated in India under the Companies Act 1956/2013 or a company incorporated under equivalent law abroad</u> and shall be required to submit a true copy of its Incorporation Certificate. Other Members can be companies, LLP, partnerships or proprietorships.</p>	<p>The existing Clause 6.1.1 restricts entities which are not registered under the Companies Act from either bidding or taking the Lead Member role in a JV/Consortium.</p> <p>We sincerely request the Authority to remove this restriction and allow all forms of entities including LLPs to bid for this project either individually or as a Lead Member of the consortium.</p>	<p>The sole bidder or the Lead member of the JV/Consortium/Partnership can also be an LLP incorporated in India under the Companies Act</p>
2.	I	6.1.3	18	<p>The Bidders can supplement their capacity using sub-consultants within the provisions defined in this RFP.</p>	<p>We understand that the Bidders are allowed to use the Financial and Technical Capacity of their sub-consultants. Kindly confirm.</p>	<p>Bidders are not allowed to use the Financial and Technical Capacity of their sub-consultants.</p>
3.	I	6.3.1	18	<p>The Bidder should have an average annual turnover in the last 3 financial years, except the current financial year of a minimum of ₹100 crore. In the case of JV/Consortium/Partnership, average annual turnover is to be calculated on</p>	<p>1. Request you to consider average annual turnover of the Lead member of the JV/Consortium/Partnership as the average annual turnover for the Bidder.</p> <p>2. Request you to reduce the average annual turnover in the last 3 financial years to 75 Cr.</p>	<p>No change in RFP.</p> <p>Average annual turnover is to be calculated on the basis of each member's share in the JV/Consortium/Partnership ie</p> <p>Average annual turnover = turnover of each member multiplied by percentage of share in the JV/Consortium</p>

				<p>the basis of each member's share in the JV/Consortium/Partnership ;</p>	<p>3. We request that the total turnover of all the JV/consortium/Partnership members be considered for evaluation instead of calculation on the basis of each member's share in the JV/Consortium/Partnership.</p> <p>4. Considering the scale of the project and resource requirement for execution of the assignment, we request authority to revise the turnover requirement of a company from 100 crore to 10 crore.</p> <p>5. Request the authority define methodology to calculate avg. annual turnover fulfillment.</p> <p>6. Request the Authority to provide format for JV/Consortium define share for each partner.</p> <p>7. To encourage number of firm's participation, we kindly request you to give some relaxation on average annual turnover from Rs. 100 crores to Rs. 50 crores in the last 3 financial years.</p>	
4.	I	6.4.2	19	<p>The Bidder should have achieved successful commercialisation of at least three (3) Eligible Projects in a country that is classified by the World Bank as Upper Middle Income group or lower in the last ten (10) years.</p>	<ul style="list-style-type: none"> • Kindly clarify if it is Allowed to showcase Successfully Commercialised where the Bidder had Prepared the Project Master Plan. • We want to clarify on proof for successful commercialization of Eligible projects:- <ul style="list-style-type: none"> i) If the completion certificate or appreciation letter from the Client would suffice as a proof; Or ii) Proof from Client's website or newspaper article • We request that the term 'commercialization' may please be 	<p>Class modified as "The Bidder should have achieved successful commercialisation of at least three (3) Eligible Projects in any country in the last ten (10) years.</p>

					<p>defined. How can it be measured? We suggest that this term should signify the fact the project was implemented on ground in part or whole or may be ongoing, by virtue of laying of roads and other infrastructure in a brownfield or green field setting.</p> <ul style="list-style-type: none">• We believe that successful commercialization experience shall not be restricted to only one country but shall be considered cumulative for work done in different countries as well. Further, experience should not be limited to Upper Middle Income group or lower countries as per World Bank classification. Request the Authority to modify the clause as under: “The Bidder should have achieved successful commercialization of at least three (3) Eligible Projects in a country that is classified by the world Bank as Upper Middle Income group or lower in the last ten (10) years.”• We suggest that the requirement be edited as : should have prepared PPP documents of at least three (3) Eligible projects in the last (10) years.• a) We request you to kindly clarify what the team ‘Commercialization’ means here. b) If commercialization means Transaction Advisory, we would humbly request for a revision in the eligible project size and consultancy fee of 5 crore for Transaction advisory services for built space for a single project	
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					<p>c) We request you to kindly revise the eligible consultancy fee to INR 1 crore for indian projects and USD 0.5 million for international projects.</p> <p>d) We kindly request you to consider completed as well as ongoing projects.</p> <ul style="list-style-type: none"> India is part of the lower-middle-income group. Request the Authority to clarify if it meets the requirement 	
5.	I – ITB	6.4.2		<p>The Bidder should have achieved successful commercialization of at least three (3) Eligible Projects in a country that is classified by the World bank as Upper Middle Income group or lower in the last ten (10) years.</p>	<p>We believe that successful commercialization experience shall not be restricted to only one country but shall be considered cumulative for work done in different countries as well. Further, experience should not be limited to Upper Middle Income group or lower countries as per World Bank classification.</p> <p>Request the Authority to modify the clause as under:</p> <p>The Bidder should have achieved successful commercialization of at least three (3) Eligible Projects in a country that is classified by the world Bank as Upper Middle Income group or lower in the last ten (10) years.</p>	<p>Clause 6.4.2 modified as follows.</p> <p>The Bidder should have achieved successful commercialization of at least three (3) Eligible Projects in any country in the last ten (10) years.</p>
6.	I	6.4.2		<p>The bidder should have achieved successful commercialization of atleast three eligible projects in the last 10 years in a country that is classified by the World Bank as Upper Middle Income group or lower</p>	<p>The Authority is requested to kindly modify the clause to include high income countries as well, as the best practices for land development and transit-oriented development from high income countries will be relevant for this engagement</p> <p>May we request the Authority to modify the clause as follows</p>	<p>No change in RFP</p>

					The bidder should have achieved successful commercialization of at least three eligible projects in the last 10 years	
7.	I	6.4.3	19	The Bidder shall have an experience of Program Management of at least one (1) large scale infrastructure project in the last five (5) years.	<ul style="list-style-type: none"> • Kindly request you to accept experience of Program/Project Management of Large scale infrastructure project in the last ten (10) years. • Kindly confirm that such a project is part of the three projects sought under Clause 6.4.1. • We Understand this refers to PMC of any Infrastructure Project (Viz., Roads, Irrigation, Sewerage, Water Supply, Agriculture.,) with Cost greater than INR 500 Crores. Kindly confirm. • It is requested to confirm whether only Completed PMC Projects will be considered for Evaluation or ongoing project will also be considered. • As per the Technical Evaluation Criteria, there is no score given for Program Management Projects. It is requested to clarify how the Evaluation will be done for such projects • We suggest that the requirement be edited as: The Bidder shall have an experience of Program/Project Management/Project Support Management of at least one (1) large scale infrastructure project in the last five (5) years. • a) we request you to kindly revise this clause to read The Bidder shall have an experience of program management of at least one (1) large scale infrastructure / Real estate/ urban development or 	No change in RFP only Completed PMC Projects will be considered for Evaluation

					<p>smart city development project in the last (10) years’</p> <p>b) We request you to kindly consider ongoing projects as well for this</p> <p>c) we request you to kindly revise the eligible consultancy fee to INR 1 crore for Indian projects and USD 0.5 million for international projects.</p> <ul style="list-style-type: none"> • Considering the nature of the project and scope of services, request the authority to modify the clause as “The Bidder shall have an experience of Programme Management/Project Management of at least one (1) large scale infrastructure project in the last five (10) years. • Request the authority to define “Large scale project” for better understanding the requirement. 	
8.		6.5.1	19		<ul style="list-style-type: none"> ▪ Kindly include master planning/infrastructure planning also. Also in case of absence of specific term mentioned in the list in certificate/work order, what could be alternate submission as obtaining fresh certificate mentioning the term in this short period may not be possible. Should self certification suffice? <p>Also, kindly reframe fee of eligible projects from “...with value of consultancy services not less than INR 5 crore for Indian projects....” to “...with value of consultancy services not less than INR 5 crore for at least one Indian projects....”</p>	No change in RFP

					Believe 3 elements are in cumulative. Kindly confirm.	
9.	I	6.5.1 (viii)		“Architectural Planning”	<ul style="list-style-type: none"> ▪ We request that the word ‘architectural’ may please be replaced with the appropriate term here – Urban. We request that ‘urban design’, ‘landscape design’, and ‘infrastructure/ utility planning’ may please be added to the list. 	No change in RFP
10.	I–ITB	6.5.1	19	<p>Similar projects for Clause 6.4 above shall be the national or international consultancy projects awarded by government of India or any State Government in India or by any Foreign Government, regulatory commission, tribunal, multilateral agencies, bilateral agencies, statutory authority or public sector entity or private city authorities and with value of consultancy services not less than INR 5 crore for Indian projects and USD 1 million for international projects, and involving at least three (3) elements form the following.</p>	<ul style="list-style-type: none"> ▪ We sincerely request the Authority to reduce the consultancy fee criteria to INR 1 Crore. This will allow wider participation and better competition. ▪ We request the Authority to relax eligibility criteria of minimum INR 5 crore or USD 1 million consultancy fee charges cap for the projects under Clause 6.4.2 , Successful commercialization of at least three (3) Eligible Projects in a country that is classified by the World Bank as Upper Middle Income group or lower in the last ten (10) years ▪ We request that the word ‘architectural’ may please be replaced with the appropriate term here – Urban. We request that ‘urban design’, ‘landscape design’, and ‘infrastructure/ utility planning’ may please be added to the list. ▪ Request the Authority to reduce the requirement of value of consultancy services from INR 5 crore for indian projects instead of INR 1 Crore. ▪ Request authority to add Urban planning/ Master planning/ Tourism planning/ Traffic & Transportation planning as one 	Private Investment Projects will be qualified

					<p>of the elements to be considered for the eligibility requirements.</p> <ul style="list-style-type: none"> ▪ Eligible Consultancy assignments with value of not less than Rs. 5 Crores for indian projects are very limited hence we kindly request the Client to remove the criteria w.r.t consultancy value of not less than 5 Crores for Indian Projects. ▪ Similar projects as defined in the clause seem to be restrictive and we request the following to enable wider participation: <ul style="list-style-type: none"> a) The present assignment is a technical assistance and transaction advisory service. Such assignments are generally low value contracts. Hence we request that the value of consultancy services may please be reduced to Rs. 1 crores for Indian projects and USD 0.2 million for International Projects. b) The elements should also include: <ul style="list-style-type: none"> Landuse planning Mobility planning Infrastructure planning as these too are important components of the present assignment. • Private Investment Projects shall be qualified 	
11.	I	6.5.2	19	<p>Substantial completion for Clause 6.4.1 shall be considered when it can be satisfactorily demonstrated that major components of the project as per its TOR are completed.</p>	<ul style="list-style-type: none"> • We understand that details of actual services performed by the Consultant till date against the scope would suffice as a proof for substantial completion of the Project • Considering the completion certificates would be issued on completion of the project and our firm has been undertaking several smart city projects from last five years, we hereby request 	No change in RFP

				<p>the Authority to allow submission of PDS indicating the components completed in each project along with the Letter of Award/Contract Document from the client as a proof of award of the work to meet the requirements.</p> <ul style="list-style-type: none"> • It is requested to define substantial completion for projects. We suggest that as per the general practise, projects that have achieved 80% completion of the Scope of Work, duly certified by the Client are considered eligible for evaluation. 	
12.	I	6.5.4	Only the infrastructure projects that have original/revised cost more than ₹500 crore shall be considered.	<ul style="list-style-type: none"> ▪ We understand that this eligibility criteria is applicable to only Clause 6.4.3 Projects i.e. Program Management of at least one (1) large scale infrastructure project in the last five (5) years and not applicable to projects under Clause 6.4.1 & 6.4.2. Please Confirm. The Authority is requested to clarify the eligibility limit in US \$ for cost of infrastructure projects executed overseas may we request the Authority to modify the clause as follows Only the infrastructure projects that have original / revised cost more than Rs. 500 Crore or US \$ 70 Mn, for projects executed outside India will be considered ▪ Request you to reduce the project cost criteria to 100 crores. ▪ We request that if execution of infrastructure is equated to commercialization of a project, then this clause may please be removed or modified to mean that at least one project may have cost more than Rs500cr. 	<p>No change in RFP</p> <p>Clause 6.5.4 is applicable for all requirements of Technical capacity.</p> <p>Private Investment Projects will be qualified</p>

					<ul style="list-style-type: none"> ▪ We request you to kindly revise this clause to read ‘ only infrastructure / urban development including smart city development project that have original/revised cost more than 500 crore shall be considered.’ ▪ Considering the smart city projects are eligible under this assignment, request the Authority to reduce the project cost from 500 crore to 100 crore. ▪ We request the Client give some relaxation on infrastructure projects development cost from Rs. 500 Crores to Rs. 300 Crores. ▪ Private Project with total investment for multiple projects in single location / plot may also be considered. 	
13.		6.5.5		The technical criterial can be fulfilled cumulatively by all members in case of JV/Consortium / Partnership	<ul style="list-style-type: none"> ▪ Request the Authority to define the methodology to assess the fulfillment of JV/Consortium / Partnership firm for better understanding. 	No change in RFP
14.		6.6 3.3	20 & 61	Conflict of Interest	<ul style="list-style-type: none"> ▪ Believe CoI is not applicable in bagging down stream job if awarded the project. Kindly confirm. 	No change in RFP
15.	I	7.1.2	22	<p>Tender Fee and Bid Security</p> <p>The Bidder shall deposit a Bid Security of ₹16.50 lakh (Rupees Sixteen Lakhs and Fifty Thousand only) on the portal using the Multi Option Payment System.</p>	<ul style="list-style-type: none"> ▪ We request you to kindly accept Bid Security in form of Bank Guarantee (BG). ▪ The Authority is requested to clarify whether the Bid Security will have to be submitted in the Portal as indicated in clause 7.1.2 or in person as indicated in clause 7.1.3 ▪ We request that that Bid Security be allowed to be furnished in the form of a Bank Guarantee. 	No change in RFP

					<ul style="list-style-type: none"> ▪ Request to give some relaxation on Bid security amount form 16.50 lakhs to 10 Lakhs. ▪ We request that Bank Guarantee may please be accepted as the Bid Security. 	
16.	I	7.1.2	22	<p>The Bidder shall deposit a Bid Security of ₹16.50 lakh (Rupees Sixteen Lakhs and Fifty Thousand only) on the portal using the Multi Option Payment System. The Bid Security of successful Bidder so deposited shall be released back by the Employer on receipt of the Performance Guarantee as stated in this RFP. The Security Deposit furnished by the Bidders who are unsuccessful will be released after issue of LOA to the successful Bidder or expiry of validity of the Bids whichever is earlier.</p>	<p>Since the bid security amount is quite large, request you to accept Bank Guarantee for submission of the bid security</p>	<p>No change in RFP</p>
17.	I	7.1.3		<p>The Bidders are required to submit the Bid Security in original at the address mentioned in the Data Sheet (ITB) on or before the Bid Due Date and shall obtain the receipt for Bid Security. The copy of the receipt for submission of Bid Security in accordance with the provisions of this RFP, along with the scanned copy of the Bid Security is to be uploaded along with online submission of the Bids on the portal. The Bid of the Bidder whose Bid</p>	<ul style="list-style-type: none"> • If the payment is made online, please clarify what has to be submitted in original on or before the Bid Due Date • Kindly allow receipt till Bid Opening Date. 	<p>No change in RFP No document is required to be submitted in original on or before the Bid Due Date regarding payment. System will give us required information</p>

				Security is not received within the time period mentioned in this clause shall be summarily rejected.		
18.		7.1.3		The Bidder shall deposit a Bid Security of ₹16.50 lakh (Rupees Sixteen Lakhs and Fifty Thousand only) on the portal using the Multi Option Payment System	The Authority is requested to kindly modify the clause to award full marks for firms with turnover more than INR 500 Crore	No change in RFP
19.	I	7.2.1	22	The Bidder shall execute, notarise and submit a Power of Attorney (PoA) to authorise a person as Authorised Signatory for the purpose of submission of the Bid. The format of the PoA shall be as per Appendix A2.	Request you to accept Board Resolution as proof for Authorized Signatory.	Board Resolution will be accepted as proof for Authorized Signatory.
20.	I	7.2.7		Should the bidder for any reason whatsoever, be in doubt about the meaning of anything contained in the Notice inviting Bids, RFP Documents or the extent of details in the RFP, the Bidder shall seek clarification from the Employer, not later than the date as specified in this RFP. Bidders shall use the format given in Appendix A9 for seeking clarifications.	We would like to inform the authority that, Appenxi-9 is for the format for submission of CV as per the RFP and Appendix-6 is for the format for submission of queries. Considering Appendix-6 queries/classifications have been sorted.	Regrets the error
21.	Secti on I	7.4.3	25	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims,	We understand that KRDCCL seeks to disclaim all its liabilities under the contract. Client to please note that Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the	No change in RFP

				<p>losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto,</p>	<p>contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach.</p> <p>Additionally, further, our position on this point reflects the risk/reward balance which is no different from the local industry practice being followed today by other advisors operating in similar space.</p> <p>Hence, given that this clause of the RFP is contrary to applicable law, we suggest that this clause in the RFP be omitted.</p>	
22.	I	8.4	29	<p>A.1 In the case of JV/Consortium/Partnership, average annual turnover is to be calculated on the basis of each member's share in the JV/Consortium/Partnership</p>	<ul style="list-style-type: none"> We request that the total turnover of all the JV / Consortium / Partnership members be considered for evaluation instead of calculation on the basis of each member's share in the JV / Consortium / Partnership. 	No change in RFP
23.		8.4.1	29	<p>Maximum marks would be given for consortium with financial capacity more than INR 700 Crs.</p>	<ul style="list-style-type: none"> Kindly make it INR 500 Crs. & restructure the marking accordingly. 	No change in RFP
24.		8.4.1	29	<p>Successful commercialization of Eligible Projects as per RFP Section I: 6.4.2</p>	<ul style="list-style-type: none"> What would be the documentary proof for successful commercialization? 100% fee received certified by CA should suffice. Acceptance of DPR shall also be eligible for project qualification. 	Self declaration and any other document which establishes the successful commercialisation
25.	I	8.4.1	29	<p>A.1 Size of the Firm as measured from average annual turnover of the last 3 financial years, excluding current financial year - More than INR 700 crore :-15</p>	<ul style="list-style-type: none"> Due to the nature and extent of this assignment, we suggest the Authority to consider assigning highest marks under this category to average annual turnover higher than INR 1,000 crores. Most RFPs for consultancy services such 	No change in RFP

			<p>marks</p> <p>-More than INR 200 crore up to INR 700 crore :-10 marks</p> <p>- Equal to or more than INR 45 crore up to INR 200 crore :- 5 marks</p>	<p>as the RFP for Consultancy Services for Program Management of Bharatmala Pariyojana of NHAI, limit the qualification pertaining to the turnover of the firm to eligibility criteria and do not grade the revenues of the firms in the technical evaluation</p> <ul style="list-style-type: none"> • Alternatively, if the turnover of the firm has to be graded in technical evaluation, the Authority is requested to award full marks for firms with turnover more than INR 500 Crore, as firms with more than INR 500 Crore turnover from consulting business are prominent and reputed firms in the market and will be able to deliver the project successfully • May we request the Authority to modify the clause as follows <p>Size of the Firm as measured from average annual turnover of the last 3 financial years, excluding current financial year.</p> <ul style="list-style-type: none"> · More than INR 500 crore: 15 marks · More than INR 200 crore up to INR 500 crore: 10 marks · Equal to or more than INR 100 crore up to INR 200 crore: 5 marks <p>Having such high turnover criteria for an assignment with the given scope is onerous and prohibits good firms with required competencies from participating.</p>	
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				<p>We request this to be relaxed to:</p> <p>More than INR 75 crore - 15 marks</p> <p>More than INR 60 crore up to INR 75 crore - 10 marks</p> <ul style="list-style-type: none"> • Equal to or more than INR 45 crore up to INR 60 crore - 5 marks • Considering the project requirements and scope of work, we request the Authority to revise financial requirements and change the scoring criteria as below. <ol style="list-style-type: none"> 1. More than INR 40 cr – 15 marks 2. More than INR 20 Cr upto INR 40 cr. – 10 marks 3. More than INR 10 Crore up to INR 20 Cr – 5marks. ▪ As stated above the present assignment is a technical assistance and transaction advisory service that are generally low value contracts and can be successfully taken up by firms that have lower Average Annual Turnover. Therefore, we request the lowering of the requirement as below: Size of the Firm as measured from average annual turnover of the last 3 financial years, excluding current financial year. - More than INR 250 crore -15 marks - More than INR 100 crore up to INR 200 crore -10 marks - Equal to or more than INR 45 crore up to INR 100 crore -5 marks 	
26.			In case of JV/Consortium / Partnership, average annual turnover is to be calculated on the basis of	<ul style="list-style-type: none"> • Request the Authority to please specify the methodology for calculation. 	No change in RFP

				each member's share in the JV/Consortium / Partnership		
27.	I	8.4.1		<p>Cumulative size of Eligible Projects as per RFP Section I: 6.4.1</p> <ul style="list-style-type: none"> - More than 12,000 acre - 15 marks - More than 7,000 acre up to 12,000 acre - 10 marks - Equal to or more than 3,000 acre up to 7,000 acre - 5 marks <p>In the case of JV/Consortium/Partnership, cumulative size of eligible projects of all members will be considered.</p>	<ul style="list-style-type: none"> • Change the scoring criteria to :Cumulative size of Eligible Projects as per RFP Section I: 6.4.1 <ul style="list-style-type: none"> - More than 5,000 acre - 15 marks - More than 2,000 acre up to 5,000 acre - 10 marks - Equal to or more than 500 acre up to 2,000 acre - 5 marks • We request the authority to change the requirements as below <ol style="list-style-type: none"> 1. More than 5,000 acre - 15 marks <ul style="list-style-type: none"> - More than 3,000 acre up to 5,000 acre - 10 marks - Equal to or more than 3000 acre upto 5000 acre – 5 marks 	
28.		8.4.1	A.1	<p>In the case of JV/ Consortium/ Partnership, average annual turnover is to be calculated on the basis of each member's share in the JV/ Consortium/ Partnership.</p>	<p>The Authority is requested to kindly modify the clause to permit calculation of average annual turnover based on the proportion of consulting fee that will accrue to different consortium partners as</p> <ul style="list-style-type: none"> · Consortiums / JV for consulting agreements are typically not registered as a company under the Company Act with defined share holding pattern and hence there is no equity ownership of the consortium / JV. · Hence, computation of average turn over based on the shareholding pattern of the consortium partners will not be possible 	<p>No change in RFP</p> <p>Member's share in the JV/Consortium will be based on proportion of consulting fee</p>

					<p>May we request the Authority to modify the clause as follows</p> <p>In the case of JV/ Consortium/ Partnership, average annual turnover of the JV / Consortium partners is to be considered</p>	
29.	I	8.4.1	29	<p>A.3 Successful commercialisation of Eligible Projects as per RFP Section I: 6.4.2 - More than 5 projects -10 marks Equal to or more than 3 projects up to 5 projects -5 marks</p>	<ul style="list-style-type: none"> In line with our previous request, we request the Authority to relax eligibility criteria of minimum INR 5 crore or USD 1 million consultancy fee charges cap for the projects We suggest that the requirements be edited as: Bidders should have prepared PPP documents in the last ten(10) years. More than 5 projects – 10 marks; equal to or more than 3 in the case of JV / Consortium / Partnership, successful commercialization of Eligible projects of all members will be considered. 	No change in RFP
30.	I	8.4	30	<p>Presentation of Case study of 1 successfully commercialized eligible project</p>	<ul style="list-style-type: none"> We suggest that the requirement to be edited as: Presentation on Technical approach and methodology. 	No change in RFP
31.	I	8.4.1 (C)		<p>Plan for Project Delivery</p>	<p>In the interest of eliminating / reducing subjectivity in the evaluation process it is suggested to reduce the marks for this criteria to 20 marks</p>	No change in RFP

32.	I	8.4.2	30	<p>Marks for Team Excellence:- Total Score 100% Educational qualifications 10% Relevant professional experience in years 30% Relevant Projects undertaken 25% Experience in Indian projects 20% Experience in International projects 15%</p>	<p>Since there is 25% marks allocated to experience in relevant projects, we understand the experience in Indian and International projects can be for any kind of assignments. Please confirm.</p> <p>2. We also request you to reduce the weightage on international projects.</p> <p>3. We request scoring for “Experience in International Projects” to be reduced to 5%</p> <ul style="list-style-type: none"> • We suggest that the requirement to be edited as: Total Score – 100% Education Qualification – 15% Relevant Professional experience in years – 35% Experience in Indian project – 20% Experience in international projects – 5% • Considering entire team would be evaluated as per this section and most of the consultants have been working with esteemed clients in india, we request the Authority to redefine evaluation of experts by removing experience required in international projects for fair bidding. Request to change the clause as below. <ul style="list-style-type: none"> - Education Qualificati0on – 30% - Relevant Professional Experience – 30 % - Relevant Projects – 30% - Experience in Indian Projects – 10% 	
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					<ul style="list-style-type: none">• Considering the referred Section II: Clause 6.1.1 is missing in the RFP, we request the authority to clarify if the referred section is with regards to Clause 5.1.1 key expert details• Referring of Clause 6.1.1 seems irrelevant. Kindly confirm.	

	I-ITB	8.4.3		<p>Marks shall be awarded in the following manner:</p> <ul style="list-style-type: none"> • Relevant and without superfluous information 20 marks, or • Relevant, but with superfluous information or substantially beyond word limit 10 marks, or • Irrelevant or with gross mistake in understanding zero 	<p>The proposed marking system is subjective and could create significant technical score differential between bidders.</p> <p>We would request the Authority to:</p> <ol style="list-style-type: none"> Reduce the marks for “Plan for Project Delivery”. Section to 10 marks; Remove slab-based scoring system i.e.20/10/0; and Evaluate the Consultant on this parameter based on the presentation of the Consultant. <ul style="list-style-type: none"> • The Authority is requested to kindly modify the mechanism for awarding marks to make it continuous (0 to 10) and graded rather than in steps (10,5,0), as the scoring for the criteria is subject to interpretation • May we request the Authority to modify the clause as follows Write-up of Plan for Project Delivery shall be evaluated and graded with a score between 0 and 10 marks based on the quality and plan for project delivery to the project requirements 	No change in RFP
33.	I	8.4.3	30	Write-up of Plan for Project Delivery shall be as per Appendix 10 and marks shall be awarded as per the following criteria:	Request to specify the limit of description for write-up	Please refer to Appendix 10
34.	I	8.5	30	Final Evaluation	We understand it's QCBS & 80:20. Kindly make it 90:10.	No change in RFP
35.	I	8.5.6	31	Evaluation of financial score	We understand the financial score will be evaluated based on the sum of Phase 1 and Phase 2 quotes. Please confirm.	No change in RFP

36.	II			Bid Process Management	<p>We understand that the Consultant shall be responsible for bid process management for the projects and shall assist the authority in pre-bid meetings, preparing corrigenda, technical evaluation and all other relevant task till award of contract.</p> <p>We understand that there might be cases where the bids could not be awarded due to low interest from the bidders for projects or other reasons.</p>	
37.	II	2. Phase 1 Project Definition 2.8.4		The Consultant shall work closely with the Employer's General Consultant for this activity and shall complement or improve upon its findings.	We request KRDCCL to clarify if the stated General Consultant can participate for this RFP.	Employer's General Consultant cannot participate in the RFP.
38.	II – Terms of Reference	1.1.3		Land parcels are divided into two groups. Group a will include the stations and area in the vicinity of the stations that are dependent on the progress of the rail projects, and Group B are the <u>potential land parcels to be identified by the consultant across the corridor</u> that can be developed regardless of the progress of the rail projects which may be approximately 1000 hectares.	<ul style="list-style-type: none"> • Identification of 1000 hectares of land parcel along the proposed rail corridor is likely to be a significantly large and time consuming exercise. • Request the Authority to please specify the zone along the corridor with which land availability needs to be checked. E.g. 2kms on each side of the corridor. • Whether the land parcels to be developed is limited to those listed in the table? Or If it is not listed, approximate area of land to be developed in Hectares 	No change in RFP

					<ul style="list-style-type: none"> • We request information on Government land availability is shared with the Consultant before initiation of site selection for Group B. • Also, the finalised station locations and feasibility reports are shared to assist clear understanding of the project and its requirement by the Consultants. • Request to provide scope of work to be carried out by the consultant in Group A area of extent. Corridor width of the study area may please be specified Also, in Group B identified Land extent is about 190 hectares. Should consultant identify the balance land? Corridor width of the study area may please be specified 	
39.	II	1.1.3		Land parcels are divided into two groups.....	<p>What is the total area of lands identified for development at the 10 stations listed in Group A?</p> <p>This is crucial to understand the extent of area to be planned and designed as part of the project. Also since topographic survey is part of the scope, the area would have an impact on the fee.</p>	No change in RFP
40.	II	1.1.3	32	Land parcels are divided into two groups. Group A will include the stations and area in the vicinity of the stations that are dependent on the progress of the rail projects, and Group B are the potential land parcels to be identified by the consultant across the corridor that can be developed regardless of the	<p>Please let us know if the Authority has identified a set of land parcels which have to be evaluated for potential of development as Group B category. We understand the Authority will share a master list of potential land parcels. The consultant will develop a framework of prioritizing/ shortlisting the parcels for the study.</p>	No change in RFP

				progress of the rail projects which may be approximately 1000 hectares.		
41.	II	1.1.3		Group A will include the stations and area in the vicinity of the stations that are dependent on the progress of the rail projects	Considering the project during shall three years, we request the authority to please indicate the progress of project to understand group A score in detail.	No change in RFP
42.	II	1.1.3		“Group B are the potential land parcels to be identified by the consultant across the corridor that can be developed regardless of the progress of the rail projects which may be approximately 1000 ha.”	<ul style="list-style-type: none"> • For Group B, 3 sites are listed in the table totalling an area of 189 ha. In the above context, for the rest of the nearly 800 ha that needs to be identified, have any preliminary studies been done? Have any studies been carried out to define the potential influence zone of the proposed Semi High Speed Rail project? Would KRDCCL / state government support in identifying government lands that can be utilised for this project under Group B? • While the area mentioned in the clause is 1,000Ha, the land identified in the table is 189Ha only. Is the consultant expected to identify the remaining land? If so, then this is a very extensive study that may not necessarily be finished in the expected timeline. • Apart from the identified three location under group B, any other balance sites are identified under group B or whether any preliminary assessment of the land parcels is done, if so such land is spread in how many number of Locations. Kindly Clarify. • 	No change in RFP

43.	II	1.2.1	<p>1.2.1 Scope of the services shall be:</p> <ul style="list-style-type: none"> (i) Site survey and assessment of current and future potential; (ii) Baseline current data; (iii) Benchmarking of similar infrastructure nationally and internationally; (iv) Formulation of Concept Master Plan for each Site; (v) Formulation of social and environmental plan; (vi) Formulation of traffic plan and integration with existing and proposed transport; (vii) Analysis and recommendations on the locations and design of stations and types of trains; (viii) Estimation of ROM Costs; (ix) Preparation of Financial Models; land pooling and land bond options (x) Concept Design; (xi) Project Plan; (xii) Development and implementation of marketing, branding and positioning strategy; (xiii) Investor outreach (xiv) Formulation of suitable procurement strategy; (xv) Preparation of procurement documents; (xvi) Assistance in evaluation of Bids and award of concession/contract; and 	<ul style="list-style-type: none"> • Does the review of the existing DPR is included in the scope of service • (vii) Should consultant carry out the design of stations and types of trains? Is this part of the present assignment? (viii) Does ROM means Rail Operation and Maintenance Cost? (xv) Presume tendering would be on PPP basis. What support is expected from Client to ensure more vendor on boarding? 	No change in RFP
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				(xvii) Program management and advisory on concessions/contracts and assistance in monetization.		
44.	II	2.1		SITE SURVEY AND ASSESSMENT OF CURRENT AND FUTURE POTENTIAL	Please clarify if base topo maps/ Survey of India topo sheets/ satellite imagery of the alignment, station areas, surrounding areas, and development sites will be provided by the Client.	No change in RFP
45.	II	2.1.1	35	The Consultant shall review the current status of the project site and realize the outstanding potentials, issues, stakeholders and key factors for the development. Target area shall encompass the area around the sites that may have a bearing on future development plans.	Please clarify the number, extent and location of sites the Consultant is required to assess. This will be essential for the estimation of effort.	No change in RFP
46.	II	2.1.3		(ii) Macroeconomic Review (including population and employment in the surrounding localities); (iii) Natural Environmental Analysis (Disaster Risk, Land Grading); (iv) Infrastructure Survey (Outer and Inner of the project site); (v) Review of Relevant Development Plan, Programs, Projects, and Surveys which were conducted in the past;	<ul style="list-style-type: none"> • (ii) Presume, the study is based on secondary data only. Confirm. (iii) This requires detailed study of entire region and should be taken up for state, only drainage studies for the project area is required. Confirm. (iv) Whether consultants need to conduct detailed topo survey, cadastral survey and other traffic surveys for each land parcel separately. Confirm; Request to specify the type of surveys that needs to be carried out. (v) the existing, data, reports available may be specified by KRDCL along with the Bid clarifications. 	No change in RFP

47.	II	2.1.3		Infrastructure Survey (Outer and Inner of the project site);	<ul style="list-style-type: none"> • What are the surveys to be covered under “Infrastructure Survey (Outer and Inner of the project site)” item? Is it limited to identifying the exiting connectivity, power, water, drainage and other infrastructure - through site visits and consultations with line departments? • It is requested to specify what all the infrastructure details need to be captured in survey (viz., Roads, Water Supply, Water Resources, Drainage, Power Network, ...) Kindly Clarify. • 	No change in RFP
48.	II	2.1.3 (iv)		Infrastructure Survey (Outer and Inner of the project site)	Kindly help explain the extent and nature of this survey since the area is too large.	No change in RFP
49.	II	2.1.3 (V)	35	Review of Relevant Development Plan, Programs, Projects, and Surveys which were conducted in the past;	We understand the said reports and surveys will be shared by the client. Please confirm.	No change in RFP
50.	II	2.2.2	35	The Consultant will undertake a baseline assessment of socio economic and demographic conditions in the identified locations. The consultant shall also collect information on geographical and environmental features	Presume, that, Socio economic and demographic studies are to be taken based on Secondary data. Confirm.	No change in RFP
51.	II	2.2 & 2.4		Consultant shall conduct Conduct Topographical survey Prepare base map/ existing land use map	The Authority is requested to clarify if the requirement of topographical survey, formulation of master plans, etc. will be restricted to 1000 ha. as indicated in clause 1.1.3 of Section II, as there will be a financial implication for conducting topographical survey	No change in RFP

				Map out building footprints, physical features, topography, cadastral data, and make use of appropriate survey technique in consultation with KRDCCL	and development of master plans for additional area	
52.		2.2	35	Baselining current data	<ul style="list-style-type: none"> • Please clarify the number, extent and location of sites the Consultant is required to conduct the baseline assessment. This will be essential for the estimation of effort. • Request the Authority to please clarify if consultants are expected to procure satellite imagery or will it be provided by the client along with specifications of satellite imagery to be procured or provided. • We request the following clarification: <ul style="list-style-type: none"> a) Will satellite imageries of the sites be provided by Client to the Consultant? b) Are geo-tech and traffic surveys required to be undertaken? 	No change in RFP
53.	Baselining Current Data Sec : II Terms of Reference	2.2.1		The Consultant shall collect and collate the base line data for all the Sites from relevant agencies, study of past exercises and through surveys.	Please make available the necessary secondary data for the project.	No change in RFP
54.	II	2.2.3		The Consultant shall conduct topographic survey of the site	<ul style="list-style-type: none"> • Require confirmation regarding the extent of lands for which topographic 	No change in RFP The survey details available with KRDL will be shared to selected consultant.

					<p>surveys are to be carried out. Is it for both Group A and Group B lands? For the latter, there is no clarity on the sites, except for 189 ha.</p> <ul style="list-style-type: none"> • Require confirmation if geo-technical investigations are also required. Require confirmation if topographic survey shall be carried through drone survey • Please confirm that the total area of topographic survey is as per table provided at Clause 1.1.3 in section II. We also request clarification on total area to be surveyed around the 10 stations as that is not provided. 	
55.	II	2.2.5		The Consultant shall map out building footprints and other physical features, topography, cadastral data, etc. and make use of appropriate survey techniques in consultation with the Employer and other relevant authorities.	Request to specify the type of surveys to be carried out and the extent of the area	No change in RFP
56.	II	2.4		Economic planning for the land parcel based on likely demand for real estate development;	We request the Authority to please clarify if Market Demand Assessment need to be carried out by the consultant or data would be provided by the client to prepare concept master plans.	Market Demand Assessment need to be carried out by the consultant
57.	II	2.4.1 (vii)		“An analysis into the constructability”	Please elaborate on the definition of ‘constructability’. Is it the same as phasing and implementation?	Constructability is the ability to construct. A basic definition of constructability is: how efficiently and easily can a structure be built, and how to make it even more efficient and easier.
58.	II	2.4.3		“...comprehensive analysis and plan for transport, traffic patterns...”	Please confirm that Traffic Impact Assessment is not included in the scope.	No change in RFP

59.	II	2.4.4		“...amongst other things, architectural views, 3D renderings and fly bys.”	<ul style="list-style-type: none"> • Please specify the number of professional renderings and duration of animation. • Presume, this is applicable for all sites? 	
60.	Sec : II Term s of Refer ence	2.5.4	37	The Social and Environmental Plan shall consider, as a minimum:	<ul style="list-style-type: none"> ▪ Does it include Resettlement and Rehabilitation plan? ▪ We understand that the scope of work is limited to preparation of Social and Environmental Framework and not Land Acquisition Plan. Please clarify. ▪ Presume this is with secondary data Any R&R envisaged? Kindly Confirm. 	No change in RFP
61.	II – Term s of Refer ence	2.6.3		For Group A Sites, the Consultant shall evaluate the ridership pattern and footfalls (through surveys or existing approved studies) and arrive at revenue projections for developed sites.	<ul style="list-style-type: none"> • We would request the Authority to limit the scope of the Consultant to review of existing approved studies and exclude any new surveys from the scope. • Request to specify the extent of surveys required 	No change in RFP
62.		2.6.4	54	Extension of time	<ul style="list-style-type: none"> • Kindly allow escalation as per standard rate for delay not attributable to the consultant 	No change in RFP
63.	II	2.6.3	38	For Group A Sites, the Consultant shall evaluate the ridership pattern and footfalls (through surveys or existing approved studies) and arrive at revenue projections for developed Sites.	Please clarify if assessment of ridership pattern and footfalls would include primary surveys. We request you to share the DPR of the Semi High Speed Rail project for understanding of the effort required.	No change in RFP
64.	Sec : II Term s of Refer ence	2.6.4		For each Site or a group of Sites, the Consultant shall do an analysis and prepare financial models based on different PPP models with different mix of debt and equity, and do a sensitivity analysis. Options like land pooling and land bonds shall also be explored and structured based on	The clause talk about only PPP models. Please include EPC mode along with PPP.	PPP is only indicative and all models are welcome

				feasibility.		
65.	II	2.7.4 (ii)	38	Institutional environment - Legal and regulatory requirements	Request the Authority to expand the requirements under this category	No change in RFP
66.	II	2.7.4 (iv)	38	Financial strategy - Accounting system - Contingency strategy	Request the Authority to expand the requirements under these categories	No change in RFP
67.	II	2.8	39	Railway Linkage Report:- The Consultant shall analyse the alignment of the proposed semi-high speed railway that shall be provided vis-à-vis the population centres, existing and proposed transport infrastructure, railway operational and technical, requirements, and the planned Sites, and recommend optimum location of the stations with a view to maximise the footfall.	<ul style="list-style-type: none"> We understand that the stations mentioned in the clause is the 10 stations that are proposed in the semi high speed railway & locations of the stations are yet to finalized. Please clarify if a ridership survey has been conducted and ridership estimates at each station will be shared with the selected consultant. 	All possible information available with employer will be shared with selected consultant to ensure optimum result.
68.	II	3.11	67	The Consultants shall take out and maintain, and shall cause the sub-contractors to take out and maintain, at their (or the sub-contractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SCC), and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm	Firm level insurance should also satisfy the requirements of RFP.

				maintained and that the current premiums therefor have been paid.		
69.	II	3.1.2	41	Methodology for validation of business plans	Request the Authority to detail the type of simulation exercises envisaged	No change in RFP
70.	II – Terms of Reference	3.2.4		Investor outreach	It is our understanding that all costs associated with organizing investor outreach events/meetings shall be borne by KRDCCL. Please clarify.	May please refer SCC 4 on GCC 3.8 on reimbursements
71.	II – Terms of Reference	3.2.4		Investor outreach	It is our understanding that KRDCCL shall bear the cost of logistics of the Consultant team for various investor meetings / events e.g. flight, stay and travel cost incurred for client meetings.	May please refer SCC 4 on GCC 3.8 on reimbursements
72.	II	3.2.4		<ul style="list-style-type: none"> Assist KRDCCL in branding execution, implementation of agreed marketing plans and investor/ developer outreach. Support at Investment Events - Assist KRDCCL in organizing and managing events related to promotion/marketing of the land and floor space. Review the marketing material - Review designs of branding and marketing materials including inter alia brochures, e-Brochures, information booklets, fliers Direct Marketing with Stakeholders–The Consultant, on behalf of KRDCCL, shall market the land parcels to the identified stakeholders. Define land use-specific value propositions and develop pitch documents 	<p>Clarity on who will bear the cost of branding execution, implementation of agreed marketing plans and investor/ developer outreach?</p> <p>Clarity on who will bear the cost of conducting meetings with stakeholders?</p>	cost of branding execution, implementation of agreed marketing plans and investor/ developer outreach, cost of conducting meetings with stakeholders will be from Employer

				<p>(including project details & expected benefits to stakeholders) for each identified land parcel. Arrange meetings of relevant/ important stakeholders with the KRDCCL officials. Understand the expectations and issues of stakeholders and help KRDCCL in fine tuning its offerings.</p> <ul style="list-style-type: none"> • Arrange meetings for KRDCCL with key decision makers, renowned professional, entrepreneurs, industry leaders, etc to highlight the important aspects of projects. • Online Marketing with Stakeholders - The Consultant, on behalf of KRDCCL, shall carryout online marketing activities for the land parcels to the stakeholders, identified above. Send e-newsletters, e- Brochure to all identified stakeholders. • Establish KRDCCL Project as brand at national as well as international level. 		
73.	II – Terms of Reference	3.4	43	Bid Process Management	<ul style="list-style-type: none"> • It is our understanding that the Bid Process Management support would be limited to projects proposed to be developed on PPP model. Consultant is not required to provide bid management support for projects proposed to be developed on EPC or similar contracting model. Please clarify. • Request you to clarify if the bid process management will be done only for PPP projects or for EPC projects as well. 	Bid Process Management support would be for all projects proposed to be developed under this RFP.

74.	II	4.1		Phase 1: 365 days for Submission of Final Project Report	We would like to bring to notice that status of land availability with KRDC and land acquisition may have a substantial impact on the project delivery schedule.	No change in RFP
75.	II	4.1.1		TIME TABLE: Milestones for Phase 1:	<ul style="list-style-type: none"> • What are the surveys to be covered under milestone KD3 - Survey Reports (CD+60 days)? • Unless and until the land areas and locations are identified, surveys cannot be commenced. In this scenario, CD+60 days is not a realistic time frame; Time frame to be given as 60 days after identification and approval of sites in Group A and Group B. • This query is regarding KD5 - Financial Models - CD+90 days: Financial models can be prepared only after Concept Master Plan, Infrastructure Plan, External Linkages and Block Cost Estimates are prepared. Hence this report can be delivered only after the Concept Master Plan Report which is scheduled for CD+110 days. Currently, Financial Model milestone is given before Concept Master Plan deliverable. Moreover, Financial Model deliverable has to be split for Group A and Group B sites since the Concept Master Plan deliverables are also separate for these two groups of sites. • We assume that while start and finish targets are constant, target dates for intermediate deliverables can be discussed and changed at Inception Report stage. Please confirm. • Considering Social and Environmental plan and financial models to be 	No change in RFP

					<p>prepared post Concept Master plan finalization we request to re order the deliverables accordingly.</p> <table border="1"> <tr><td>KD1</td><td>Inception</td></tr> <tr><td>KD2</td><td>Benchmark</td></tr> <tr><td>KD3</td><td>Survey Report</td></tr> <tr><td>KD4</td><td>Draft Concept Master Plan of one site</td></tr> <tr><td>KD5</td><td>Concept Master Plans of Group A sites</td></tr> <tr><td>KD6</td><td>Social & Environmental Plan</td></tr> <tr><td>KD7</td><td>Financial Models</td></tr> <tr><td>KD8</td><td>Business Plans of Group A site</td></tr> <tr><td>KD9</td><td>Draft Railway Linkage Report</td></tr> <tr><td>KD10</td><td>Concept Master plans of Group B sites</td></tr> <tr><td>KD11</td><td>Business Plans of group B sites</td></tr> <tr><td>KD12</td><td>Final Railway Linkage Report</td></tr> <tr><td>KD13</td><td>Final Project Report</td></tr> </table>	KD1	Inception	KD2	Benchmark	KD3	Survey Report	KD4	Draft Concept Master Plan of one site	KD5	Concept Master Plans of Group A sites	KD6	Social & Environmental Plan	KD7	Financial Models	KD8	Business Plans of Group A site	KD9	Draft Railway Linkage Report	KD10	Concept Master plans of Group B sites	KD11	Business Plans of group B sites	KD12	Final Railway Linkage Report	KD13	Final Project Report	
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KD13	Final Project Report																															
76.	II	5	47	Staffing	<p>The ToR is silent on month inputs of experts and support staff. This will lead to noncomparable and unreasonable bids. Also as per the general practice of QCBS method of selection we suggest that minimum person-month inputs of each expert may please be advised by the Client. Therefore, we suggest the following person-month inputs of the experts and support staff:</p>	<p>The RFP is not a man month contract. Selected Consultant have to achieve the milestones and objectives using the required experts.</p>																										

				Phases/ Input months	Key expert	Support staff	Total								
				Phase 1	75-80	100-120	175-200								
				Phase 2	35-40	50	85-90								
77.	II	5.1	Railway Technical Expert	Bachelors degree in Electrical Engineering	Minimum 15 years of professional experience with a railway/metro operator in middle/senior positions including experience of trainsets and electric multiple units	We request you to kindly consider expert with Minimum 10 years of professional experience and with a bachelors degree in Electrical Engineering/Mechanical Engineering/ electronics and Electrical engineering/ or any degree with related Masters degree and minimum 10 years experience in the field.		Minimum educational qualification will be revised to Bachelors degree in Civil Engineering.							
78.	II	5.1	<table border="1"> <thead> <tr> <th>Position</th> <th>Education and Requirements</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td> <ul style="list-style-type: none"> ▪ Master's I any field of ▪ Minimum professional experience ▪ Experience handling a consultant (of 6 mon </td> </tr> </tbody> </table>		Position	Education and Requirements	Team Leader	<ul style="list-style-type: none"> ▪ Master's I any field of ▪ Minimum professional experience ▪ Experience handling a consultant (of 6 mon 	The team requirement, minimum educational and professional experience should be in response to the scope of work defined in the ToR. Therefore, we suggest the following					No change in RFP unless otherwise specified elsewhere	
Position	Education and Requirements														
Team Leader	<ul style="list-style-type: none"> ▪ Master's I any field of ▪ Minimum professional experience ▪ Experience handling a consultant (of 6 mon 														
				Position	Explanation	Suggested Educaiton and Experiene Requirments									

				or more) in leadership capacity.	Leadership		
			Urban/ Transport Planner	<ul style="list-style-type: none"> • Bachelor's Degree in any field and Masters/ PG Diploma in Urban/ Transportation/ Town Planning • Minimum 10 years of professional experience with at least five projects related to urban development/ traffic planning/ town planning. 			
			Senior Architect	<ul style="list-style-type: none"> • B.Arch or equivalent • Minimum 12 years of professional experience in related field. 			
						<p>The main focus of the assignment is land development. Therefore, a Team leader with qualification and experience in Urban/Transport planning will be more suited for the successful completion of the assignment as compared to an expert from a non allied field. Experience as Team leader for more than 12 months in similar projects would be fully able to steer the team and project in</p>	<ul style="list-style-type: none"> • Master's Degree in Urban planning / Transport planning • Minimum 15 years of professional experience. • Experience of handling at least three consultancy project (of 12 months duration or more) in leadership capacity.

					the right direction.	
					<p>Urban/Transport planner</p> <p>The positions may please be separated as the scope of work requires input both and urban Planner and transport planner</p> <p>Eg. Task 2.4; Formulation of Concept plans requires land use as well as transportation plan.</p>	<p>Urban Planner:</p> <ul style="list-style-type: none"> • Masters/P G Diploma in Urban / Town planning • Minimum 10 years of professional experience with at least five projects related to urban development/ town planning. <p>Transport planner:</p> <ul style="list-style-type: none"> • Master/P G Diploma in Transportation planning / Engineeri

						<ul style="list-style-type: none"> • Minimum 10 years of professional experience with at least five projects related to transportation/traffic planning.
				Senior Architect	<p>The scope of work for phase 1 is to prepare concept development plans for urban development. The plans will include development guidelines but not building designs. Therefore, we request that the position of urban designer</p>	<ul style="list-style-type: none"> • B Arch with Post Graducation in urban Design • Minimum 12 years of professional experience in relate field.

					instead of an Architect may please be added to the team with the suggested educational qualification.	
					<p>Infrastructure Engineer/Planner</p> <p>New position to be included as their input shall be vital for planning of projects of this scale. Eg. Task 2.4: formulation of concept plans, 2.4.2 requires preparation of utility layout plans, drainage plans etc. which require specialist inputs, currently not identified in the given team.</p>	<ul style="list-style-type: none"> • Master / PG in Civil Engineering / Environmental Engineering • Minimum 10 years of professional experience with at least five projects related to infrastructure planning for urban areas.

					<p>Social Safeguard specialist</p>	<p>New postion to be included as their input shall be vital for planning of projects of this scale. Eg. Tast 2.5: Formulation of social and Environmenta l plan requires specialist inputs, currently not identified in the given team.</p>	<ul style="list-style-type: none"> • Masters/P G in Social Science / Social work. • Minimum 10 years of professional experience with at least five projects related to urban developm ent in similar capacity 	
					<p>Enviromental Safeguard Specialist</p>		<ul style="list-style-type: none"> • Masters/P G in Envirome ntal Science / Envirome ntal Planning. • Minimum 10 years of professional experienc 	

							e with at least five projects related to urban development in similar capacity	
79.	II	5.1.1		NA		Since the scope of work includes bid process management, legal services will be an integral part of it. Hence, we request you to add a position for “Legal Expert”.		The RFP is not a man month contract. Selected Consultant have to achieve the milestones and objectives using the required experts
80.		5.1.1		Team Leaders should be Masters in any field Infrastructure Finance Expert is required		We propose Masters in Planning is more relevant to the TOR. Kindly confirm. Since there is already a position mandated as Marketing Expert, we believe dedicated Infrastructure Expert is required in stead of Infrastructure Finance Expert with post graduation in Civil Engineering with relevant exp. Kindly confirm.		No change in RFP
81.	II	5.1.2	48	Deployment of the Key Experts shall be proposed by the Consultant as part of its Technical Proposal in the Bid, which shall be further developed in the Inception Report. However, these Key Experts are expected to be available for the entire duration of the Project for any discussions or meetings with the Employer.		We understand that the key experts and support staff are not required to be stationed full time at the project site. The experts and support staff will be available, as and when required, for project delivery and meetings		key experts and support staff are not required to be stationed full time at the project site unless the Selected Consultant desires. The experts and support staff should be available, as and when required, for project delivery and meetings

82.	II	5.2.1	49	<p>The Consultant shall deploy 2 resources to be stationed with the Employer for duration of the Planning Period (both Phase 1 and 2). The resources can either be from the Key Experts or otherwise. If the resource(s) to be stationed are not from the key experts, then first such resource shall be a person with MBA or equivalent with at least 5 years of experience in transaction advisory assignments or feasibility studies for development of Real estate/infrastructure projects. The second resource shall be a person with MBA or equivalent with at least 2 years of experience in transaction advisory assignments or feasibility studies for development of Real estate/infrastructure projects.</p>	<ul style="list-style-type: none"> • Request you to elaborate more on the planning period of the Phase 1 and Phase 2 of project. • We request the inclusion of the following key experts: <ul style="list-style-type: none"> 1) Urban planner/master planner 2) Infrastructure Engineer • We assume that the Client will provide office space for the two personnel deployed/ stationed for duration of planning period. Please confirm. • We request that qualification and experience of one of the resources in urban planning and development be allowed as Phase 1 mainly focuses on concept plan development for the desired urban development. 	<p>No change in RFP Employer will provide office space for the two personnel deployed/ stationed for duration of planning period.</p> <p>The RFP is not a man month contract. Selected Consultant have to achieve the milestones and objectives using the required experts</p>
83.	II	5.2.1		<p>“The resources can either be from the Key Experts or otherwise. If the resource(s) to be stationed are not from the key experts, then first such resource shall be a person with MBA or equivalent with at least 5 years of experience in transaction advisory assignments or feasibility studies for development of Real estate/infrastructure projects. The second resource shall be a person with MBA or equivalent with at least 2 years of experience in transaction advisory assignments or feasibility</p>	<ul style="list-style-type: none"> • We request that qualifications of personnel to be deployed should include masters in relevant field including but not limited to urban planning, urban design, engineering, or equivalent, and not just MBA 	<p>No change in RFP</p>

				studies for development of Real estate/infrastructure projects.”		
84.	II	8.4		Technical Evaluation	<ul style="list-style-type: none"> As per the Technical Evaluation Criteria Matrix Total Score is 100. We understand the total marks towards Plan for Project delivery (C) is 20. Kindly Clarify. 	Total marks towards Plan for Project delivery (C) is 20.
85.	III			TAXES AND DUTIES	<p>Please incorporate the following clauses at the end of this clause 1.7. We also request addition of this GST clause to the draft contract:</p> <ol style="list-style-type: none"> “The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. Any such tax will be charged over and above the fees and amounts payable to Consultant under this Agreement.” “The GST registration number (“GSTIN”) provided by the Employer will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Employer’s address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Employer in the details and documents uploaded to the GSTN. Additionally the Employer shall be responsible and liable for providing its 	No change in RFP. May please refer clause 1.7 of GCC

					<p>correct GSTIN and Consultant will not be responsible for verification of the Employer's GSTIN. Where the Client fails to furnish its GSTIN, Consultant will treat the Employer as being unregistered for GSTIN.</p> <p>6. Where Consultant issues a credit note to the Employer in relation to any invoice, the Employer shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Employer. If the Employer fails to do so, and this results in additional liability for Consultant, Employer shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon).</p> <p>7. The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Employer and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Employer an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.”</p>	
86.	III	1.9		Copyright	We request to incorporate the following clause :	No change in RFP

					<p>"The Employer however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and knowhow (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Employer shall have the nonexclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Employer) to the extent necessary for the Employer to use the reports in accordance with this Contract."</p>	
87.	III	1.9	51	No protection to Consultant's pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p>	No Change in RFP
88.	III	1.11	51	The Consultant shall not sub-contract all of the Services, and the sub-contracting cannot be done without	<p>We may take assistance from our contractors or other PwC firms (each of which is a separate and independent legal entity) and may share confidential information with them in connection with this engagement.</p>	No Change in RFP

				prior approval of the Employer in writing.	However, we remain solely liable to the Client for their acts; claims (if any) in relation to this engagement will be routed solely through Client and us	
89.	III	2.7		Suspension	We request insertion of the following at the end of this clause: Client shall make payment on pro rata basis for the amount of work done prior to suspension of the Contract, and shall not be unreasonably withheld.	No Change in RFP
90.	III	2.8.1 (j)		if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	We request to remove the rights to termination without reason	No Change in RFP
91.	III	3.3	61	Conflict of Interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	No Change in RFP
92.	III	3.4		Confidentiality: - This Clause 3.4 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for 5 years from the date of completion of the Services.	1. We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination. 2. We request to add to this” This Clause 3.4 shall not apply to any information which is independently developed by the Consultant”.	No Change in RFP

					3. Request to please incorporate the following sub-clause at the end of this clause. Not with standing anything contained herein, Consultant shall also be entitled, upon completion of the work hereunder, to include a general description of work performed hereunder, for the purpose of demonstrating its experience to other potential clients for similar services.	
93.	III	3.10		Liability of the Consultant: Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Laws.	We request that this sentence be replaced with the following: Consultants liability shall in all events be limited to the fees received under this contract.	No Change in RFP
94.	III	3.14		Intellectual Property Rights	We suggest replacing this clause with the following:- "The Employer however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and knowhow (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Employer shall have the nonexclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Employer) to the extent necessary for the Employer to use the reports in accordance with this Contract."	No Change in RFP

95.	III	3.15	65	<p>Performance Guarantee</p> <p>The Performance Guarantee (PG) will be 10% of the contract value for the GC.</p>	<ul style="list-style-type: none"> We request you to kindly accept Performance Guarantee at 5% of the contract value. Given the project duration of 3 years, a large sum of the money shall be blocked for the period, which will prove a financial burden on the Consultant. Therefore, we request that the Performance Guarantee requirement is reduced to 5% of the contract value. Since the assignment is a consultancy service, it is requested that the validity of Performance Guarantee be fixed for one year beyond the Expiration of the Contract. 	No Change in RFP
96.	III	6.4 (ii)		<p>The consultant shall be paid in the following manner: 1. Payment shall be divided as:</p> <ol style="list-style-type: none"> Total payment for planning period – phase 1=30% of the contract price. Total Payment for planning period – phase 2 = 50% of the Contract price. Maximum payment towards incentive on achieving Minetisation Targets = 20% of the contract price. 	<ul style="list-style-type: none"> We request that the consultant be paid in the following manner: <ol style="list-style-type: none"> Total payment for planning period – phase 1=50% of the contract price(given the quantum of work). Total Payment for planning period – phase 2 = 40% of the Contract price. Maximum payment towards incentive on achieving Minetisation Targets = 10% of the contract price. 	No Change in RFP
97.	III	6.5	75	<p>Auditing:- For services or part services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense</p>	<ul style="list-style-type: none"> We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such 	No Change in RFP

				involved. The Consultant shall permit the Employer to audit these records at any time by the Employer himself or any auditor appointed by the Employer and make copies of them during the term of the Contract or within 12 months after the completion or suspension or termination of the Services..	<p>inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p> <ul style="list-style-type: none"> We request deletion of this clause as this is a lumpsum contract 	
98.	III	9.1		<p>Extension of Contract:</p> <p>“If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) and (b) of this Clause,”</p>	<p>We request addition of the following at the end of this sentence after the word Clause: "... provided such delay is solely and legally attributable to the Consultant."</p>	No Change in RFP
99.	IV 5GC C	3.10 (i)		<p>LIABILITY OF THE CONSULTANT</p> <p>The Consultant shall indemnify the Employer and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Employer or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees</p>	<p>we request replacing the underscored line with the following:-</p> <p>arising out of gross negligence or fraud for reasons solely attributable to the consultant</p>	No Change in RFP

100	Sec : IV Special Conditions of Contract	3 GCC 1.11		(vi) Extent of subcontracting. The Consultant shall not subcontract more than 30% of its obligations.	The Consultant shall not subcontract more than 30% of its obligations. Please relax to 50% from 30% of the obligations.	No Change in RFP
101	IV	5 GCC 3.10 (iii)		Liability for consequential damages is excluded.	We request to replace this clause with following: Liability for special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) is excluded.	No Change in RFP
102	IV	5 GCC 3.10 (iv)			We request to incorporate the following clauses at the end of this clause: It is hereby clarified that Indemnity is the sole remedy available against the Consultant. "Notwithstanding anything contained herein, the Liability of the Consultant shall be limited to actions which are solely and directly attributable to the Consultant."	No Change in RFP
103	IV	GCC 3.15 (ii)		The validity of Performance Guarantee shall be maintained for two years beyond the Expiration of the Contract.	As requested above.	No Change in RFP
104	IV	GCC 9		The validity of Performance Guarantee shall be maintained for two years beyond the Expiration of the Contract.	We request the validity to be reduced to 6 months after expiration of contract.	No Change in RFP

105	IV	GCC 5.3 (i)	The Employer shall not provide any infrastructural facility to the Consultant.	In case of program management unit needs to be set up at the Client's office during phase 2 of the assignment, it is requested that the Client provide a fully furnished, air-conditioned office with utilities for the duration of the on-site deployment of the PMU	No Change in RFP																																								
106	IV	GCC 6.4 (II)	<p>For Phase 1 :</p> <table border="1" data-bbox="562 435 1016 1026"> <tr> <td data-bbox="562 435 667 539">KD1 & KD 2</td> <td data-bbox="667 435 1016 539">5%</td> </tr> <tr> <td data-bbox="562 539 667 643">KD3 & KD 4</td> <td data-bbox="667 539 1016 643">10%</td> </tr> <tr> <td data-bbox="562 643 667 675">KD5</td> <td data-bbox="667 643 1016 675">10%</td> </tr> <tr> <td data-bbox="562 675 667 707">KD6</td> <td data-bbox="667 675 1016 707">10%</td> </tr> <tr> <td data-bbox="562 707 667 810">KD7 & KD 8</td> <td data-bbox="667 707 1016 810">15%</td> </tr> <tr> <td data-bbox="562 810 667 842">KD9</td> <td data-bbox="667 810 1016 842">15%</td> </tr> <tr> <td data-bbox="562 842 667 946">KD10 & KD 11</td> <td data-bbox="667 842 1016 946">15%</td> </tr> <tr> <td data-bbox="562 946 667 978">KD12</td> <td data-bbox="667 946 1016 978">15%</td> </tr> <tr> <td data-bbox="562 978 667 1026">KD13</td> <td data-bbox="667 978 1016 1026">5%</td> </tr> </table>	KD1 & KD 2	5%	KD3 & KD 4	10%	KD5	10%	KD6	10%	KD7 & KD 8	15%	KD9	15%	KD10 & KD 11	15%	KD12	15%	KD13	5%	<p>Considering the change in project deliverable under Phase 1 and considering the scale of the project we request the Authority to change the payment mile stone as below</p> <table border="1" data-bbox="1032 547 1619 1272"> <tr> <td data-bbox="1032 547 1137 715">Mobilization Advance</td> <td data-bbox="1137 547 1619 715">10%</td> </tr> <tr> <td data-bbox="1032 715 1137 746">KD1</td> <td data-bbox="1137 715 1619 746">5%</td> </tr> <tr> <td data-bbox="1032 746 1137 778">KD2</td> <td data-bbox="1137 746 1619 778">10%</td> </tr> <tr> <td data-bbox="1032 778 1137 850">KD3 & 4</td> <td data-bbox="1137 778 1619 850">10%</td> </tr> <tr> <td data-bbox="1032 850 1137 882">KD5</td> <td data-bbox="1137 850 1619 882">10%</td> </tr> <tr> <td data-bbox="1032 882 1137 914">KD6</td> <td data-bbox="1137 882 1619 914">10%</td> </tr> <tr> <td data-bbox="1032 914 1137 1026">KD7 & KD 8</td> <td data-bbox="1137 914 1619 1026">10%</td> </tr> <tr> <td data-bbox="1032 1026 1137 1058">KD9</td> <td data-bbox="1137 1026 1619 1058">10%</td> </tr> <tr> <td data-bbox="1032 1058 1137 1129">KD10 & 11</td> <td data-bbox="1137 1058 1619 1129">10%</td> </tr> <tr> <td data-bbox="1032 1129 1137 1193">KD 12</td> <td data-bbox="1137 1129 1619 1193">10%</td> </tr> <tr> <td data-bbox="1032 1193 1137 1272">KD 13</td> <td data-bbox="1137 1193 1619 1272">5%</td> </tr> </table>	Mobilization Advance	10%	KD1	5%	KD2	10%	KD3 & 4	10%	KD5	10%	KD6	10%	KD7 & KD 8	10%	KD9	10%	KD10 & 11	10%	KD 12	10%	KD 13	5%	No Change in RFP
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107	IV	GCC 6.4	81	Payment Terms, 3. Maximum payment towards incentive on achieving Monetisation Targets = 20% of the Contract Price	Request to consider incentive separately over and above the quoted price of the Bidder. Confirm.	No Change in RFP
108	IV	GCC 6.4	82	Program Management 60% payable based on the milestones for Phase 2 to be arrived at based on the Phase 1 report. Payment will be on quarterly basis subject to achievement of milestone.	Request to provide the detailed break up of payment for this mile stone.	No Change in RFP
109	IV	17 GCC 8.2		Arbitration	Allow both parties mutually to decide to appoint the Sole Arbitrator.	No Change in RFP
110		17 GCC 8.2 (iii)		Miscellaneous: In any Arbitration proceeding hereunder:	Please incorporate the following sub clause at the end: d) The Arbitration proceedings shall be carried out as per Arbitration and Conciliation Act, 1996 and we suggest by sole arbitrator appointed mutually by the parties.	No Change in RFP
111	IV – SCC	3.10		Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as provided by the Applicable Laws.	We sincerely request the Authority that the liability of the Consultant should be capped at contract value including indemnity obligations. Further, we request the Authority to add the following para under Clause 3.10: “The Employer shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was	No Change in RFP

					contemplated. The Employer shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out this Agreement or otherwise relating to the Services.”	
112	Section IV-Point 5	3.10	80	The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV	We request KRDCCL to limit consultant’s liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.	No Change in RFP
113	Section IV-Point 5	3.10	80	There are several exceptions to the limitation of liability - fraud, gross negligence, corrupt practices, personal death or bodily harm and/or willful misconduct or any third party liability if it runs contrary to applicable laws	We request KRDCCL to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No Change in RFP
114	Section IV-Point 5	3.10 (i)	79 & 81	The Consultant shall indemnify the Employer and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Employer or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.	<p>We request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>We request you to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us.</p> <p>Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>	No Change in RFP

115	Section IV-Point 5	3.10 (ii)	80	The total liability of the Consultant under this Agreement shall be limited to the Contract. Such limitation of liability shall not apply in cases of fraud, gross negligence, corrupt practices, personal death or bodily harm and/or wilful misconduct on part of the Consultant or its representative. The limitation shall also not apply to any third party liability if it runs contrary to applicable laws.	Request you to remove this clause. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	No Change in RFP
116	IV	SCC #5 GCC 3.10 (i)		The Consultant shall defend, hold harmless and indemnify the Employer and its Affiliates, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Company or its Affiliates, their respective directors, officers, employees and agents (the Indemnified Persons) arising from or in connection with any wilful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Contract.	While the employer can be indemnified, with no relationship with affiliates, we request the following change: "The Consultant shall defend, hold harmless and indemnify the Employer, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Employer, their respective directors, officers, and employees (the Indemnified Persons) arising from or in connection with any wilful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Contract.	No Change in RFP
117	IV	SCC #5 GCC		The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual	This clause will indefinitely increase liability on the Consultant, and it would be practically impossible to determine "any and all losses,	No Change in RFP

		3.10 (i)	<p>obligations. If the Consultant is in breach of its obligations under this Agreement and fails to remedy such breach within 45 days after receiving notice requiring it to do so, the Employer shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (each such third party a Replacement) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Employer (the Uncompleted Services). The Consultant shall indemnify the Employer and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Employer or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.</p>	<p>reasonable costs and expenses". We request this clause to be deleted. The Client is protected by other clauses and remedies arising out of those clauses.</p>	
118	IV	SCC #17 GCC 8.2 (i) b	<p>In case of Sole Arbitrator, the Employer shall prepare a Panel of three Engineers or Experts with the requisite qualifications or professional experience relevant to the field to which the dispute relates, out of which the Consultant will</p>	<p>We request that arbitrators should be appointed on a mutually agreeable basis. The Consultant should also be allowed to prepare a list for consideration of the Client.</p>	<p>No Change in RFP</p>

				chose one, who will be appointed as the Sole Arbitrator.		
119	IV	SCC #17 GCC 8.2 (i) d		If, in a dispute subject to (c) above, the two chosen Arbitrators fail to appoint third Arbitrator within thirty (30) days after they have been appointed, the Employer may apply to the Indian Council of Arbitration, New Delhi, to nominate the third Arbitrator the matter in dispute.	We request the following change: If, in a dispute subject to (c) above, the two chosen Arbitrators fail to appoint third Arbitrator within thirty (30) days after they have been appointed, the Employer or Consultant may apply to the Indian Council of Arbitration, New Delhi, to nominate the third Arbitrator the matter in dispute.	No Change in RFP
120	5	5.5		Bid submission end Date - 17/01/2020	<ul style="list-style-type: none"> • It is requested to provide bid submission extension by 2-3 weeks in order to submit good quality and competitive bid. • Kindly grant three weeks post publication of pre-bid replies 	Bid submission end date is 22/01/2020
121						
122	IV	SCC :- GCC 3.11 Insurance	80	There shall be no requirement of insurance under this Contract except that required by law.	We understand the consultant is not required to take out and maintain insurance for the contract. Please confirm.	No Change in RFP
123	IV – SCC	6.4		<p>Payment shall be divided as:</p> <ol style="list-style-type: none"> 1. Total payment for Planning Period – Phase 1 = 30% of the Contract price 2. Total payment for Planning period – Phase 2 = 50% of the Contract Price 3. Maximum payment towards incentive on achieving 	<p>Considering the scope of work under Phase 1 and 2 of the engagement. We believe that the split of fee between various phases should be as under:</p> <ul style="list-style-type: none"> • Phase 1: 50% • Phase 2 : 40% • Payment towards incentive: 10% 	No Change in RFP

				Monetisation Targets = 20% of the Contract Price		
124	IV – SCC	6.4		<p>Payment shall be divided as:</p> <ol style="list-style-type: none"> 1. Total Payment for Planning Period – Phase 1 = 30% of the Contract price 2. Total payment for Planning period – Phase 2 = 50% of the Contract Price 3. Maximum payment towards incentive on achieving Monetisation Targets = 20% of the Contract Price <p>Release of incentive to consultant will be as follows: Target Achievement (NPV) Release of incentive 7500 Cr 7% of fees quoted 12000 Cr 7% of fees quoted 15000 Cr 6% of fees quoted</p>	<p>Payment mechanism for the last 20% of the contract value is not clear. How does the Authority propose to link the contract value with incentive fee derived from NPV of investment target achieved by the Consultant? Please clarify</p>	No Change in RFP
125		6.4 & 6.5.2		Completed or Substantially Completed Projects	<ul style="list-style-type: none"> • In case of completed projects whose completion certificate not available, kindly consider 100% fee received certified by CA. In case of substantially completed projects whose interim certificate not available, kindly consider 60% fee received certified by CA. Believe 3 elements are in cumulative. Kindly confirm. 	No Change in RFP
126	6 & 8	6.4.2 & 8.4.1 (A.3)		The Bidder should have achieved successful commercialisation of at least three (3) Eligible Projects in a country that is classified by the World Bank as Upper Middle Income group or lower in the last ten	<p>It is requested to relax the criteria to the following:</p> <p>The Bidder should have achieved successful commercialisation of at least one (1) Eligible Projects in a country that is classified by the</p>	No Change in RFP

				<p>(10) years.</p> <p>Successful commercialisation of Eligible Projects as per RFP Section I: 6.4.2</p> <ul style="list-style-type: none"> - More than 5 projects - 10 marks - Equal to or more than 3 projects up to 5 projects - 5 marks <p>In the case of JV/Consortium/Partnership, Successful commercialisation of Eligible Projects of all members will be considered.</p>	<p>World Bank as Upper Middle Income group or lower in the last ten (10) years.</p> <p>Successful commercialisation of Eligible Projects as per RFP Section I: 6.4.2</p> <ul style="list-style-type: none"> - More than 3 projects - 10 marks - Equal to or more than 1 projects up to 3 projects - 5 marks <p>In the case of JV/Consortium/Partnership, Successful commercialisation of Eligible Projects of all members will be considered.</p>	
127		6.4.2	19	<p>The Bidder should have achieved successful commercialisation of at least three (3) Eligible Projects in a country that is classified by the World Bank as Upper Middle Income group or lower in the last ten (10) years.</p>	<p>We request the Client to give some relaxation on these criteria;</p> <p>We presume successful commercialization of at least three (3) eligible projects means that project should be implemented on ground, please clarify the same.</p>	No Change in RFP
128						
129						
130	7	7.1.2 & 7.2.1 3 (ii)		<p>The Bidder shall deposit a Bid Security of ₹16.50 lakh (Rupees Sixteen Lakhs and Fifty Thousand only) on the portal using the Multi Option Payment System.</p>	<p>It is understandable that the EMD can be submitted through online payment / Bank Guarantee.</p> <p>Please share the Bank Guarantee Format for the same.</p>	No change in RFP
131	8	8.4.1 (D)		<p>Presentation of Case study of 1 successfully commercialised eligible project</p>	<p>Please confirm if we have to present the case study after the submission of the bid</p>	Case study needs to be presented after the submission of the bid as part of evaluation

132	V	Appendix 7 Financial Capacity of the Bidder		Annual Turnover			Avg Annual Turnover	<p>The Annual Turnover Certificate is a standard requirement. This certificate is certified by the statutory auditor and is furnished by firms as part of the proposal. In this case, there is an additional aspect of “Updation Factor” which is non-standard requirement. This may not certified by the Statutory Auditor. Such factor can be calculated by KRDCCL internally to derive at the updated turnover for the respective years.</p> <p>Hence, we request the Authority to delete the “Updation Factor” requirement.</p>	No change in RFP
Year 1 (Updation factor 1.00)		Year 2 (Updation factor 1.00)	Year 3 (Updation factor 1.05)			Year 1 (Updation factor 1.10)			
Actual	Updated	Actual	Updated	Actual	Updated				
(In INR crore)							<p>We request the Authority to modify the requirement as under:</p> <p>“5. The Bidder shall provide an Auditor’s Certificate specifying the net worth of the Bidder along with all supporting documents”</p>	No change in RFP	
Net Cash Accruals				Net Worth					
Year 1	Year 2	Year 3	Year 1						

		of the Bidder		5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth along with all supporting documents		
134		Appendix 8		The claims should be backed by attaching reference documents in the form of work Orders/Purchase Orders, Contract Agreements, proof of successful completion of work, proof of Payments etc. The documents should be authentic copies of documents duly signed by the Clients or a certified independent agency like a Chartered Accountant etc.	The Authority is requested to accept self certification in case of size of infrastructure projects and certificate from a Chartered Account for fee from consulting engagements as we have signed Non-Disclosure Agreements with our clients, and this is accepted practice in Government and PSU tenders	No change in RFP
135		Appendix 10 C.1, C.2, C.3		The TOR should not be repeated in the write-up and it should not be more than 4000/1500/1500 words.	The Authority is requested to clarify if charts, graphs and images can be added in the proposal in addition to the write up of 4000 words	charts, graphs and images can be added in the proposal as per the discretion of the bidder
136		14 GCC 6.4 (II)		3. Payment of incentive shall be as: I The incentive will be paid based on the Net Present Value (NPV) of the concession/contract awarded from the land development and transit-oriented development through the Consultant. The monetary benefits out of Railway linkage report will not be considered towards calculation of NPV. Only NPV of concession/contract awarded	The Authority is requested to clarify the following · Will the NPV be calculated for the cash flows to the Authority for the duration of the entire concession period for the contract / concession awarded from the land development and transit-oriented development · While, the duration of the assignment is 36 months, the incentive will be calculated by	No change in RFP

			<p>till the completion of 5 years from commencement date of consultancy contract or date of commercial operation of Semi High Speed Rail Project whichever is later will be considered for incentive payment.</p>	<p>including NPV of concessions / contracts awarded from land development & transit-oriented development by KRDC beyond 36 months till 5 years (60 months) from commencement of consultancy contract or till operationalization of Semi High Speed Rail Project. Authority is requested to clarify the process of NPV tracking and incentive calculation once the consultancy assignment is completed</p> <p>· In addition, Authority is requested to clarify the timelines for payment of incentive to consultants.</p>									
137	14 GCC 6.4 (II)		<p>Release of incentive to consultant will be as follows</p> <table border="1"> <thead> <tr> <th>Target Achievement</th> <th>Release of Incentive</th> </tr> </thead> <tbody> <tr> <td>INR 7,500 Cr.</td> <td>7% of fee</td> </tr> <tr> <td>INR 12,000 Cr.</td> <td>7% of fee</td> </tr> <tr> <td>INR 15,000 Cr.</td> <td>6% of fee</td> </tr> </tbody> </table>	Target Achievement	Release of Incentive	INR 7,500 Cr.	7% of fee	INR 12,000 Cr.	7% of fee	INR 15,000 Cr.	6% of fee	<p>The Authority is requested to clarify that a prorated approach will be adopted for arriving at the incentive, in case the NPV achieved falls between two slabs.</p> <p>a. If the NPV achieved is INR 5,000 Cr. incentive of 4.67% (i.e., 7% / 7,500 * 5,000) of fee quoted will be paid to consultant</p> <p>b. If the NPV achieved is INR 10,000 Cr, incentive of 10.9% (i.e., 7% for achieving INR 7,500 Cr. plus 7%/4,500*2,500) of fee quoted will be paid to consultant</p> <p>This approach is in line with the RFP issued by Government e Market Place for selection of consultants for providing program management services in October 2019</p> <p>Ref. RFP No. Consultant Engagement/Pol-57/15/2019-GeM</p>	No change in RFP
Target Achievement	Release of Incentive												
INR 7,500 Cr.	7% of fee												
INR 12,000 Cr.	7% of fee												
INR 15,000 Cr.	6% of fee												

138	NA	NA		No Acceptance Criteria	<p>We understand that if the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. Request you to consider including simple clause in the agreement "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	No change in RFP
139				NA	<p>We request the following safety clause to be incorporated in the final agreement: "Notwithstanding anything contained in this Agreement, in the event of Consultant's personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client's consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client's obligation under this Agreement."</p>	No change in RFP

140			New Clause	<p>We request the Authority to add the below clause in the GCC:</p> <p>“The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Consultant if the bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.”</p>	No change in RFP
141			General	<p>Jurong Consultants (India) is a wholly owned subsidiary of Surbana Jurong Group, Singapore. We are operating in different countries under various names. Thus, our experience in various countries shows with the registered company in respective country. So, we kindly request you to consider experience of Parent/Sister companies.</p>	Experience of Members of the JV/Cnsortium etc only will be considered
142				<p>Presume, that, Liability to the consultants are limited to the project consultancy fee only. Confirm,</p>	No change in RFP
143	NA	NA	No Third Party Disclaimer	<p>We will be providing services and deliverables to you under the contract.</p> <p>We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing.</p> <p>You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.</p> <p>Please confirm our understanding is correct.</p>	No change in RFP

144	NA	NA		No process for indemnity in the RFP	<p>We understand that indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any</p>	No change in RFP
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				<p>appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
145				<p>In addition, the Authority is requested to consider the following changes in the draft contract, in case we are awarded the project</p> <ul style="list-style-type: none"> · Capping our liability at the amount of fees we will earn. The core of our firm's risk mitigation strategy is to ensure that no particular contract presents a risk that could jeopardize the firm at-large. Our view is that our potential upside (our fees) should be equivalent to our potential downside (our aggregate liability) for any project we take on. Note that we are willing 	No change in RFP

				<p>to consider carve-outs to the cap on liability for any unlikely situation where we engage in gross negligence, willful misconduct, fraud, or breach of confidentiality or third party intellectual property rights.</p> <ul style="list-style-type: none">· Protecting our reputation. Our brand is essential to our continued success. And our work product is intended solely for the internal use of you, our client. Accordingly, we expect that our clients agree not to distribute our work to third parties and also not to refer to A.T. Kearney or attribute any information to A.T. Kearney in any documentation or communication external to (or reasonably likely to be distributed externally by) our clients, including in press releases and on web sites.· Retaining ownership of underlying frameworks, methodologies, tools. Our consultants bring a set of valuable tools with them to your project. These tools were developed by our consultants in part on previous projects we have done for previous clients. To continue this essential development of our consulting toolkit, we need to retain ownership of our pre-existing intellectual property, as well as the consulting frameworks, methodologies, analytical tools and industry data and insights that may be used or developed by our consultants in the course of our work for you.· Non-standard contract provisions. We have found the above contractual provisions to be the ones that we most commonly negotiate with our clients, and we are able to accept most other contractual provisions. However, if there is a very unusual provision in your agreement, we are likely to need to discuss it with you before accepting it.	
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146			Additional clause: Deemed approval	The client shall provide all required information/data/approvals/feedback within the stipulated timelines. Deliverables will be deemed to be approved after 60 days of submission.	No change in RFP
147				We understand that in relation to identification of potential investors KRDCCL may require the consultants to participate in road shows. We assume that KRDCCL will bear the cost associated for conducting road show. In case of international road shows, the cost related to travel, accommodation, logistics, shipping of collaterals for any international road show and marketing event is not assumed to be part of the quoted fee for this bid. Also, it is assumed that, irrespective of domestic or international road show, the client will bear the cost of the venue, organization and other logistics required for such events.	Employer will bear Cost of road shows
148	1 (i) & 5.1.1		“...developing a Semi High Speed rail line between Trivandrum and Kasargod with an approximate project cost of ₹55000 cr.” “...developing a Semi High Speed rail line between Trivandrum and Kasargod with an approximate project completion cost of Rs. 66000 Cr.”	Is the estimated project cost Rs55,000cr or is it Rs66,000cr?	66000 cr is completion cost
149	Clause 4	81	Discounting factor of NPV 5%	Kindly consider it as 6% in line with average inflation rate	No change in RFP

150			Additional clause:	<p>We request the addition of the following clauses to the draft contract:</p> <p>Economic And Trade Sanctions:</p> <p>As of the date of this Agreement, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Client is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly notify the Consultant if any of these circumstances change. If the Consultant reasonably determines that it can no longer provide the services to Client in accordance with applicable law, then the Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client.</p> <p>Anti- Bribery & Anti-Corruption:</p>	No change in RFP
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				<p>Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.(b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available</p>	
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				<p>to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</p> <p>Non-Exclusivity:</p> <p>The Client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	
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