SN	Clause No./ Reference	Description	Clarifications/ Suggestion from EY	Reply
1	Page 9 Clause 2.1.19	RFQ cum RFP Processing Fee The RFQ cum RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax @15.0 % in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable RFQ cum RFP processing fee (the "RFQ cum RFP Processing Fee").	Request you to reduce the RFQ cum RFP Processing Fee to Rs. 25,000/- as the whole amount is non-refundable.	Conditions of RfQ cum RfP remains unchanged
2	Page 14 Clause 2.7.3	All key staff proposed must be full time employees of the firm.	As an established practice in consulting, industry experts are retained as independent experts on contract rolls for the duration of the project; accordingly request you to please also consider retainers and external experts/ independent experts who work for multiple projects with us for the required positions against the engagement. As the project duration is almost 3 years, the proposed consultant if required will be hired by the firm.	Conditions of RfQ cum RfP remains unchanged
3	Page 20 Clause 2.9.4	Clause 2.9.4: Minimum Qualification Criteria:	As per Form 3B, on page number 36, we understand that the projects	Refer Corrigendum-1 For

	Page 36 Form 3B	Experience in commercialization of, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park: At least two international assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support completed in the preceding 7 years with consultancy fees of not less than Rs 3 Cr (excluding taxes) for each assignment. + Completion of at least 2 Successfully bided and awarded packages Form 3B: Format for Pre-Qualification Proposal (Eligible Projects). It states Exhibit projects in the last 10 years.	completed in last 10 years would be considered for the eligibility	'Last ten years' Read 'Last seven years' Form 3I For 'Last ten years' Read 'Last seven years'
4	Page 20 Clause 2.9.4	Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / work orders along with completion certificate indicating the	As per the clause, we need to provide three different evidences to prove the completion of an assignment. We request you to consider that provision of any one of the proof would suffice the requirement. We suggest that clause would be read	Conditions of RfQ cum RfP remains unchanged

		details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. Additionally, a certificate from an authorized CA certifying the receipt of payment from the company towards the contract shall be provided. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.	To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment	
5	Page 20 and 21 Clause 2.9.5 Page 52 Form 3I	Clause 2.9.5:Technical Evaluation Criteria B1: Commercialization Experience: Number of 'Relevant assignments' for real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial	we understand that the projects completed in last 10 years would be considered for the eligibility	Please refer Corrigendum-1

Park, IT park, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last 7 years with development size > than 250 Acres & consultancy fees of at least INR 3 Crores.

- 3 5 (2 marks)
- 5 10 (6 marks)
- 10 or more (10 marks)

+

Successful bid and award of at least 3 packages

- 3 Packages (3 marks)
- 4 packages (4 marks)
- 5 packages (5 Marks)

Form 3I: Applicant's experience

It states Exhibit projects in the last 10 years.

real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special economic zone, Multi modal logistics park, industrial park, IT park, industry zones/ corridors, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning transaction advisorv and/or marketing/business development in last 10 years with development size > than 100 Acres & consultancy fees of at least 1 Cr.

- <u>1 2 (2 marks)</u>
- \square 3 4 (6 marks)
- \Box 5 and above (10 marks)

+

Successful bid and award of at least 3 packages

- <u>1 Packages (3 marks)</u>
- 2 packages (4 marks)
- <u>3 packages (5 Marks)</u>

In this case also, we request you to consider any one proof out of the possible three different proofs for showcasing the assignment completion to satisfy the evaluation requirement.

6	Page 21-22 Clause 2.9.5	Clause 2.9.5:Technical Evaluation Criteria B2: Transaction Advisory and Project Implementation experience: Detailed case study of one prior 'Relevant assignment' related to real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone,	We request you to consider the evaluation based on the following: Detailed case study of one prior 'Relevant assignment' related to real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park, mix land use urban development, industry zones, within/	Conditions of RfQ cum RfP remains unchanged
		Multi modal logistics park, Industrial Park, IT park, mix land use urban development, industry zones, within/outside India, in the areas of economic master planning, strategic economic planning & transaction advisory, commercialization support and/or marketing/business development in last 7 years with development size > than 250 Acres and project development cost > INR 1000 Cr/ USD 150 MN excluding land cost. Marks to be awarded based on approach followed and outcomes achieved.	outside India, in the areas of economic master planning, strategic economic planning & transaction advisory, commercialization support and/or marketing/business development in last 10 years with development size > than 100 Acres and project development cost > INR 100 Cr/ USD 15 MN excluding land cost. Marks to be awarded based on approach followed and outcomes achieved.	
7	Page 22 Clause 2.9.5	Clause 2.9.5:Technical Evaluation Criteria B3: Public sector experience Number of assignments undertaken in India with Govt. of India/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads, ports,	We understand that, the projects completed in last 10 years would be considered for evaluation. We understand that the Project management Units for various Government bodies will be considered under this category.	Conditions of RfQ cum RfP remains unchanged

		airports, railways and urban development in the last 7 years with professional fees (excluding taxes) of at least INR 5 Cr. per assignment • □ 1 - 3 (2 marks) • □ 4 - 7 (5 marks) • □ 8 and above (10 marks)	As PMUs are of longer duration (generally 2 years or more), thus request you to consider ongoing projects as well under this category, wherein consultant has already worked for more than 6 months.	
8	Page 28 Clause 2.16.1	Proposal Due Date: 5 th April 2017	The complexity of this assignment requires expertise in multiple discipline including international experts which will take reasonable time to arrange for the project specific requirement, accordingly request you to please provide at least a month for proposal submission after the release of the response to queries/clarifications is published.	Conditions of RfQ cum RfP remains unchanged
9	Page 67 Section 5.2.2	Scope of Work 1. Review and optimization of economic master plan d. Finalization of most suitable mix land use for development of facilities.	We understand that no master planning work will be carried out by the TA as a result of modifications suggested in economic master plan. Please clarify. Please clarify the political influence factor as mentioned in the scope of services	Conditions of RfQ cum RfP remains unchanged
10	Page 67 Section 5.2.2	Scope of Work 2. Preparation of the draft of RFP/ RFQ documents, concession agreements and contract documents based on initial feedback from stakeholders and	We understand that DMICDC has appointed legal experts to prepare tender documents (RFQ & RFP) as well as concession agreement and the Project Information Memorandum (PIM). Transaction Advisor will assist	Tender documents shall be prepared duly vetted by legal Advisor, part of the team of the consultant. DMICDC may obtain independent legal advice on certain issues on case to case basis for

		ii. W prepa & RF	pective investors Fork with the legal aration of tender docum P) as well as concession the Project Isorandum (PIM)	nents (RFQ	RFQ and feedl Deve selec		n agreement basis initial colders a. ation and	which consultant shall be presenting the case.
11	Page 67-68 Section 5.2.2	3. As show inves list or reach meeti pitch creati road	Scope of Work 3. Assist DMICDC in conducting road shows for potential partners and investors. This would involve creating a list of potential partners/ investors, reaching out to them for initial meetings, creation of industry specific pitch books for partners/ investors, creating marketing collateral for the road show and conducting 2-3 road shows.		creat road DMI	understand the cost ion of pitch books, cost ion shows etc. would be CDC based on actuate clarify.	nduction of e borne by	Consultant shall prepare plan for Road shows for approval of the client. Cost of such road shows shall be borne by client.
12	Page 68 and 69 Clause 5.3	Deliv SN A B	Report Submission of Inception Report Preparation of economic impact assessment report for the project Submission of report on appropriate financing/ funding strategy (project model) for the	Timeline D + 0.5 D + 1 D + 2	time	gest you to please increase fine for deliverable subgested in the following Report Submission of Inception Report Preparation of economic impact assessment report for the project Submission of list of contract/concession	missions	Conditions of RfQ cum RfP remains unchanged

	project			agreements specific		
D	Submission of list of	D + 2.5		for Phase - 1		
	contract/concession			development		
	agreements specific		D	Submission of	D + 5.5	
	for Phase - 1			report on investor		
	development			outreach -		
Е	Submission of report	D + 3.5		preliminary interest		
	on investor outreach			and feedback from		
	- preliminary			proposed partners/		
	interest and feedback			investors		
	from proposed		Е	Submission of	<u>D + 6</u>	
	partners/ investors			report on		
F	Submission of report	D + 4		communication and		
	on communication			engagement		
	and engagement			strategy for		
	strategy for			regulators and		
	regulators and			stakeholders		
	stakeholders		F	Commercial model,	<u>D + 7</u>	
G	Commercial model,	D + 5		ideal contract		
	ideal contract			structure and draft		
	structure and draft			RFP/RFQ		
	RFP/RFQ			documents for		
	documents for			contract/		
	contract/ Concession			Concession		
	agreements			agreements		
H	Material required for	D + 6	G	Material required	<u>D + 8</u>	
	road show - pitch			for road show -		
	books, investor/			pitch books,		
	partner contacts,			investor/ partner		
	marketing collateral			contacts, marketing		
I	Revised economic	D + 6.5		collateral		
	master plan		Н	Revised economic	<u>D + 9</u>	

		including business plan and economic impact assessment J Org. design, team structure and role/ responsibility definition K Final contract / concessionaire agreements design along with tender evaluation and developer selection criteria.	master plaincluding business peconomic assessment Submission report on appropriation financing strategy (model) for project Org. designation of the project	polan and impact nt D + 10 te / funding project r the gn, team and role/ility tract / naire tts design h tender	
			evaluation developer	n and	
			criteria.		
13	Page 69 Clause 5.3	Deliverables & Payment: 1. 75% of the total project fees will be paid post completion of individual milestones as highlighted in table serial "A- K". 2. 5% Payment for milestone "L" will be paid on a quarterly basis between D+9 to D+24. 3. 20% Payments for milestone "M" will be paid on pro rata basis upon	uest you to p	please clarify the scope d in the handholding nonths.	Indicative man months are given for planning/scheduling purpose only. Please refer Corrigendum-1

		completion of successful award of each of the packages.		
14	Page 78 Clause 6.4.2	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or	We suggest the clause to be read as: a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty five (45) fifteen (15) days after receiving written notice from the Consultants that such payment is overdue; or	Conditions of RfQ cum RfP remains unchanged
15	Page 80 Clause 6.5.6	Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	We suggest the clause to be read as: Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Consultant Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how	Conditions of RfQ cum RfP remains unchanged

	T			1
			("Materials") that the Consultant own	
			in performing the Services.	
			Notwithstanding the delivery of any	
			Reports, the Consultant shall retain all	
			intellectual property rights in the	
			Materials (including any	
			improvements or knowledge	
			developed while performing the	
			Services), and in any working papers	
			that the Consultant compile and	
			retain in connection with the Services.	
16	Page 80	Insurance to be taken out by the	We maintain professional indemnity	Conditions of RfQ cum RfP remains
	Clause 6.5.8	Consultants	insurance only. Such professional	unchanged
	Clause 6.5.8		indemnity insurance cover for our	
			professional business up to an	
			appropriate level sufficient for the	
			purposes of this engagement, and	
			similar to that of the other large	
			accountancy firms.	
17	Page 80	Subject to additional provisions, if any,	We suggest the clause to be read as:	Conditions of RfQ cum RfP remains
	Clause 6.5.7	set forth in the SCC, the Consultants'	Subject to additional provisions, if	unchanged
	Clause 0.5.7	liability under this Contract shall be as	any, set forth in the SC, the	
		provided by the Applicable Law.	Consultants" liability under this	
			Contract shall be as provided by the	
			Applicable Law. The Consultant shall	
			not be liable, in contract or tort, under	
			statute or otherwise, for 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. The	

			Consultant shall not be liable, 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	
			of this Agreement.	
18	Page 84	Indemnity: The Consultant agrees to	Subject to section 6.5.7, the Consultant	Conditions of RfQ cum RfP remains
	Clause 6.13.2	indemnify and hold harmless the Client	agrees to indemnify and hold	unchanged
	Clause 6.13.2	from and against any and all claims,	harmless the Client from and against	O
		actions, proceedings, lawsuits,	any and all claims, actions,	
		demands, losses, liabilities, damages,	proceedings, lawsuits, demands,	
		fines or expenses (including interest,	losses, liabilities, damages, fines or	
		penalties, attorneys' fees and other	expenses (including interest, penalties,	
		costs of defence or investigation (i)	attorneys' fees and other costs of	
		related to or arising out of, whether	defence or investigation (i) related to	
		directly or indirectly, (a) the breach by	or arising out of, whether directly or	
		the Consultant of any obligations	indirectly, (a) the breach by the	
		specified in relevant clauses hereof; (b)	Consultant of any obligations	
		the alleged negligent, reckless or	specified in relevant clauses hereof; (b)	
		otherwise wrongful act or omission of	the alleged negligent, reckless or	
		the Consultant including professional	otherwise wrongful act or omission of	
		negligence or misconduct of any nature	the Consultant including professional	
		whatsoever in relation to Services	negligence or misconduct of any	
		rendered to the Client; (c) any Services	nature whatsoever in relation to	
		related to or rendered pursuant to the	Services rendered to the Client; (c) any	
		Contract (collectively "Indemnified	Services related to or rendered	
		matter"). As soon as reasonably	pursuant to the Contract (collectively	
		practicable after the receipt by the	"Indemnified matter"). As soon as	
		Client of a notice of the commencement	reasonably practicable after the receipt	
		of any action by a third party, the Client	by the Client of a notice of the	
		will notify the Consultant of the	commencement of any action by a	

			that and the other than of the	
		commencement thereof; provided,	third party, the Client will notify the	
		however, that the omission so to notify	Consultant of the commencement	
		shall not relieve the Consultant from	thereof; provided, however, that the	
		any liability which it may have to the	omission so to notify shall not relieve	
		Client or the third party. The	the Consultant from any liability	
		obligations to indemnify and hold	which it may have to the Client or the	
		harmless, or to contribute, with respect	third party. The obligations to	
		to losses, claims, actions, damages and	indemnify and hold harmless, or to	
		liabilities relating to the Indemnified	contribute, with respect to losses,	
		Matter shall survive until all claims for	claims, actions, damages and liabilities	
		indemnification and/or contribution	relating to the Indemnified Matter	
		asserted shall survive and until their	shall survive until all claims for	
		final resolution thereof. The foregoing	indemnification and/or contribution	
		provisions are in addition to any rights	asserted shall survive and until their	
		which the Client may have at common	final resolution thereof. The foregoing	
		law, in equity or otherwise.	provisions are in addition to any	
			rights which the Client may have at	
			common law, in equity or otherwise.	
19	Page 86	(a) Except in case of negligence or	We suggest the clause to be read as:	Conditions of RfQ cum RfP remains
	Clause 6.17	wilful misconduct on the part of the	a) Except in case of gross negligence or	unchanged
	Clause 0.17	Consultants or on the part of any	wilful misconduct on the part of the	Ç
		person or firm acting on behalf of the	Consultants or on the part of any	
		Consultants in carrying out the	person or firm acting on behalf of the	
		Services, the Consultants, with respect	Consultants in carrying out the	
		to damage caused by the Consultants to	Services, the Consultants, with respect	
		the Client's property, shall not be liable	to damage caused by the Consultants	
		to the Client:	to the Client's property, shall not be	
		a) for any indirect or consequential loss	liable to the Client:	
		or damage; and	i) for any indirect or consequential loss	
		b) For any direct loss or damage that	or damage; and	
		exceeds (i) the total payments for	ii) For any direct loss or damage that	
		Professional Fees and Reimbursable	exceeds (i) the total payments for	
		Expenditure made or expected to be	Professional Fees and Reimbursable	

		made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher. (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher. b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	
20	Page 87 Clause 6.18	Risks and coverage	We maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	Conditions of RfQ cum RfP remains unchanged
21	New Clause		Any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Agreement ("Reports"), other than the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors.	Conditions of RfQ cum RfP remains unchanged

		The Client may not rely on any draft	
		Report and the Consultant shall not be	
		required to update its Final Report.	
22	New Clause	Except as otherwise permitted by the	Conditions of RfQ cum RfP remains
22	New Clause	Agreement, neither the Client or the	unchanged
		Consultant may disclose to third	unchangea
		parties the contents of the Agreement	
		or any information provided by or on	
		behalf of the other that ought	
		reasonably to be treated as	
		confidential and/or proprietary	
		including the Deliverables under the	
		Agreement. Either of the parties may,	
		however, disclose such information to	
		the extent that it:	
		(a) is or becomes public other than	
		through a breach of the Agreement,	
		(b) is subsequently received by the	
		recipient from a third party who, to	
		the recipient's knowledge, owes no	
		obligation of confidentiality to the	
		disclosing party with respect to that	
		information,	
		(c) was known to the recipient at the	
		time of disclosure or is thereafter	
		created independently,	
		(d) is disclosed as necessary to enforce	
		the recipient's rights under the	
		Agreement, or	
		(e) must be disclosed under applicable	
		law, legal process or professional	
		regulations.	

Srl #	Reference	Current Clauses	Proposed Changes/Query	Reply
23	2.5.1 (Bid security)	A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favor of	May we request that bank guarantees procured from scheduled MNC banks also be allowed?	Scheduled Banks operating in India as per RBI guidelines can issue BG
24	2.7.9 (page 16)	A firm can bid for a project either as a sole consultant or in the form of JV/Consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.	Please confirm if the individual experience of any of the experts who may be a sub-consultant (eg - legal expert), will be considered during the resume evaluation.	Condition of RfQ cum RfP remains unchanged
25	2.9.4 - Minimum Qualification Criteria (page 20)	Size and financial solvency: Bidder to be an organization with a minimum consulting turnover of more than INR 25 crore in each of the last 3 years.	May we request that the minimum consulting turnover of more than INR 50 Crore be kept as a cutoff to encourage serious bidders	Condition of RfQ cum RfP remains unchanged
26	2.9.4 - Minimum Qualification Criteria (page 20)	Experience in commercialization of , urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park: At least two international assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support completed in the preceding 7 years with consultancy fees of not less than Rs 3 Cr (excluding taxes) for each assignment. + Completion of at least 2 Successfully bided and awarded packages	May we request that "completion of at least 2 successfully bided and awarded packages" also include experience in award of tenancy in the above assets (for eg, for industrial parks / logistics parks)?	Conditions of RfQ cum RfP remains unchanged
27	2.9.4 -	Self-Certified Documentary Evidence to	May we request that self-certification	Conditions of RfQ cum RfP remains

	Minimum Qualification Criteria (page 20)	be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / work orders with client certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. Alternatively, the consultant may also submit a certificate from its statutory auditor or its Chartered Accountant certifying the receipt of payment from the company towards 80% completion of deliverables of the assignment. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.	by authorized signatory as mentioned in the table above also be included in the self-certified documentary evidence list as mentioned in the table above this paragraph	unchanged
28	2.9.5- Technical evaluation Criteria - B1 (page 21)	Number of 'Relevant assignments' for real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park, within/ outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last 7 years with development size > than 250 Acres & consultancy fees of at least INR 3 Crores.	May we request that other infrastructure like ports and airports also be considered? Please clarify if packages includes experience in award of tenancy for the mentioned assets (for eg, for industrial parks / logistics parks)	Conditions of RfQ cum RfP remains unchanged

		C (11:1 1 1 C)	T	
		Successful bid and award of at		
		least 3 packages		
		3 Packages – (3 marks)		
		4 packages – (4 marks)		
		5 packages - (5 Marks)		
		Detailed case study of one prior 'Relevant		
		assignment' related to		
		real estate, urban development		
		projects, entertainment and Leisure park,		
		hospitality, mixed land use urban		
		development, special Economic Zone,		
		Multi modal logistics park, Industrial		
		Park, IT park, mix land use urban		
	2.9.5 - Technical	development, industry zones, within/	May we request that other	
	Evaluation Criteria - B2	outside India, in the areas of economic		Conditions of RfQ cum RfP remains unchanged
		master planning, strategic economic	infrastructure like ports and airports	
	(page 22)	planning & transaction advisory,	also be considered?	unchangeu
	(page 22)	commercialization support and/or		
		marketing/business development in last 7		
		years with development size > than 250		
		Acres and project development cost >		
		INR 1000 Cr/		
		USD 150 MN excluding land cost. Marks		
		to be awarded based on approach		
29		followed and outcomes achieved.		
		Number of assignments undertaken in		
		India with Govt. of India/ State Govt./	May we suggest that	
	2.9.5 - Technical	PSUs/ PSEs/ Govt. Authorities related to		Refer Corrigendum-1
	Evaluation	infrastructure sector (roads, ports,	1. projects in the last 10 years be considered	_
	Criteria - B3	airports, railways and urban development		For 10 years
	(page 22)	in the last 7 years with professional fees	2. Above 2 Cr in consulting fees be	Read 7 years
	,	(excluding taxes) of at least INR 5 Cr. per	considered	,
30		assignment		
	2.9.5 - Technical	A client certificate / CA Certificate for	May we request that self-certification	
	Evaluation	completion of 80% of Assigned work and	by authorized signatory is accepted	Conditions of RfQ cum RfP remains
31	Criteria (Page	payment received to be furnished.	for all "relevant assignment"	unchanged
	Cincina (Tage	payment received to be furnished.	101 an 1010 vani abbiginitent	

	22)			
32	2.16.1 (Data sheet), reference – Section 5, 5.3	Duration of project: Initial 8 months and a handholding period of 24 months. A total duration of 24 months for the assignment.	Please confirm that the handholding period is 16 months, as indicated elsewhere in the proposal (page 69, payment schedule), and not 24 months	Refer Corrigendum-1 The handholding period is 16 months. Total Duration of the project is 24 months.
33	2.17.2 (A) Qualification and competence of key staff (page 30)	Financial Analyst - Should have 5 years' experience in financial Modeling and banking applications. Sound experience and understanding in cash flow, revenue assurances and other matters	Please indicate what kind of banking application experience is required.	RfQ cum RfP is Self-Explanatory
34	2.17.2 (A) - Qualification and competence of key staff (page 30)	Support staff in addition to above may be proposed by the consultant to carry out the assignment. This should include one legal expert (within minimum 15 years of experience) besides other support staff	Given the focus on transaction advisory and preparation of legal documents / contracts for award of packages, may we suggest that the legal expert be considered as part of key staff and marks be awarded for the same?	Conditions of RfQ cum RfP remains unchanged
35	2.17.2 (A) - Qualification and competence of key staff (page 30/31)	Marks for C2 – 2% Marks for D1 – 6% Marks for D2 – 4%	Please advise what is the criteria under which full marks may be secured in the three listed categories	As per Conditions of RfQ cum RfP
36	6.11		6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum	Conditions of RfQ cum RfP remains unchanged

	6.13.2	of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. Indemnity: The Consultant agrees	
37	0.13.2	to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged grossly negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the	Conditions of RfQ cum RfP remains unchanged

			mmencement of any action by a	
			ird party, the Client will notify	
		the	e Consultant of the	
		COI	mmencement thereof;	
		pro	ovided, however, that the	
			nission so to notify shall not	
			lieve the Consultant from any	
			ability which it may have to the	
			lient or the third party. The	
			oligations to indemnify and hold	
			armless, or to contribute, with	
			spect to losses, claims, actions,	
			amages and liabilities relating to	
			e Indemnified Matter shall	
			rvive until all claims for	
			demnification and/or	
			entribution asserted shall	
			rvive and until their final	
			solution thereof. The foregoing	
			rovisions are in addition to any	
			ghts which the Client may have	
			common law, in equity or	
			herwise.	
	6.17		mitation of the Consultants'	
	0.17		ability towards the Client	
			,	
			Except in case of grossly	
			egligence or wilful misconduct	Conditions of RfQ cum RfP remains
			n the part of the Consultants or	unchanged
			n the part of any person or firm	Ç
			ting on behalf of the	
			onsultants in carrying out the	
38		Sei	ervices, the Consultants, with	

		respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:	
		(i) for any indirect or consequential loss or damage; and	
		(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by	
		the consultants to cover such a liability, whichever of (i) or (ii) is higher.	
		(b) This limitation of liability shall not affect the Consultants'	
		liability, if any, for damage to Third Parties caused by the	
		Consultants or any person or firm acting on behalf of the	
		Consultants in carrying out the Services.	
	6.21 (proposed	The Services and deliverables are	
	clause for	personal to the Authority and	
	addition)	intended solely for the internal	Conditions of RfQ cum RfP remains
	,	use of the Authority. No person	unchanged
39		or entity other than the Authority	

		may use or rely upon any	
		deliverables or any	
		recommendations that	
		Consultants may make in relation	
		to the Services. Except as	
		specifically authorised by	
		Consultants in writing, the	
		Authority may not publish,	
		disclose, refer to or otherwise	
		disseminate any deliverables or	
		any recommendations that	
		Consultants may make. Client	
		shall reimburse, indemnify and	
		hold harmless Consultants for,	
		from and against losses, damages,	
		liabilities, suits and claims (and	
		costs and expenses in connection	
		therewith, including reasonable	
		attorneys fees and other	
		investigation and defense costs)	
		to the extent such losses,	
		damages, liabilities, suits and	
		claims arise out of or are caused	
		by (a) any use of or reliance upon	
		the deliverables, the Services or	
		Consultants' recommendations by	
		a third party, or (b) any use of or	
		reliance upon the deliverables, the	
		Services or Consultants'	
		recommendations by Client in	
		any manner other than for	
		Client's internal use.	
40	6.22 (proposed	Intellectual Capital and License.	Conditions of RfQ cum RfP remains

clause for	All methodologies, procedures,	unchanged
addition)	management tools, workshops,	
	manuals, software, data files,	
	work papers, concepts, ideas,	
	inventions, know-how and other	
	intellectual capital that	
	Consultants have heretofore	
	created or acquired or may	
	hereafter create or acquire, while	
	performing the Services or	
	otherwise ("Intellectual Capital"),	
	are and shall be the exclusive	
	property of Consultants. Except	
	as provided in this Section 6.22,	
	Client shall not have or acquire	
	any title or interest in or to any	
	Intellectual Capital.	
	Subject to payment of	
	Consultants' fees and expenses in	
	connection with the Services,	
	Client shall have an irrevocable,	
	perpetual, non-exclusive right	
	and license to use, reproduce,	
	display and prepare derivative	
	works based upon Intellectual	
	Capital that is contained or	
	incorporated in the Services or	
	any deliverables or is otherwise	
	provided by Consultants to Client	
	for its use in connection with the	
	Services or any deliverables.	
	Except as specifically authorized	

	in writing by Consultants, however, Client may not use, reproduce, or display such Intellectual Capital or prepare such derivative works for the benefit of any person or entity other than Client.	

Sno.	Section	Clause	Proposed Changes/Queries	Reply
41	Section 5.3 - Deliverables of Payment, Page 69	Completion of tender and award for 5 PPP Packages of at least one of each type (hotel, retail, office) including at least one package in Phase- I.	across the entire duration of the	In Phase 1. Conditions of RfQ cum RfP remains unchanged
42	Section 6.5.3 – Obligations of the consultants Page 80	As a matter of Industry Practice, we always exclude some information/situations from the obligation of receiving party, to protect confidential information.	"The obligations of the Receiving Party specified in this Section shall not apply, and the Receiving Party shall have no further obligations, with respect to any Confidential Information to the extent Receiving Party can demonstrate that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes	Conditions of RfQ cum RfP remains unchanged

generally known through no
wrongful act on the part of
the Receiving Party;
(b) is in the Receiving Party's
possession at the time of disclosure otherwise than as a
result of Receiving Party's
breach of any legal obligation;
(c) becomes known to the
Receiving Party through
disclosure by sources other
than the Disclosing Party
having the legal right to
disclose such Confidential
Information;
(d) is independently developed by
the Receiving Party without
reference to or reliance upon
the Confidential Information;
is required to be disclosed by the
Receiving Party to comply with
applicable laws or governmental or
regulatory regulations or subpoena or
other valid order of a court or
administrative agency, provided that
the Receiving Party provides prior
written notice of such disclosure to
the Disclosing Party and reasonably
cooperates with Disclosing Party in
Disclosing Party's efforts to obtain a
protective order or otherwise avoid
procedure order or otherwise avoid

			and/or minimize the extent of such disclosure."	
43	Section 6.5.6 – Obligations of the consultants Page 80	Clients are given "ownership" of the final version (not preliminary drafts) of client deliverables except for those aspects of the deliverables that we consider "Methodology". Our Methodology is pre-existing IP and new, generic, consulting theories developed in the course of working with a client.	recommend the following lines to be added in Section 6.5.6.	All project related documents and material produced/developed even in raw or draft form shall be subjected to condition of Clause 6.5.6

Affiliates a perpetual, world-wide,
limited, non-transferable license to
use Consultant's Intellectual
Property to the extent necessary to
enable CLIENT to implement the
ideas and recommendations provided
by the Consultant in the course of
providing the Services. The
Consultant hereby grants to CLIENT
a limited, perpetual, worldwide,
irrevocable, royalty-free, non-
exclusive, non-transferable license to
use, execute, reproduce, display,
perform, distribute internally, and
prepare derivative works of the
Consultant Methodology in
conjunction with the use of the
Consultancy Documents solely for
CLIENT's internal business
purposes."
"6.5.6 Documents Prepared by the
Consultants to be the Property of the
, , ,
Client: All plans, drawings,
specifications, designs, reports, other
documents and software submitted by
the Consultants pursuant to this
contract shall become and remain the
property of the Client, and the
Consultants shall, not later than upon

Page 80	insurance can be provided, however in terms of our policies it would not be possible to include Client's name in policies as beneficiary.	termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC." In light of this we propose to delete sub clause (iv) of clause 6.5.8 (iv) The insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.	Conditions of RfQ cum RfP remains unchanged
Page 84	As a matter of global policy we only indemnify our clients for third party intellectual property rights infringement claims. For other cases we believe that there is a wellestablished body of common law controlling where liability falls in the context of these breach of	In light of the above, we recommend making the following modifications in Clause 6.13.2 1. Remove the following text - "whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged	Conditions of RfQ cum RfP remains unchanged

contract and tort claims which law	negligent, reckless or otherwise	
provides more than adequate	wrongful act or omission of the	
<u> </u>	Consultant including professional	
protection to any party for exposure	negligence or misconduct of any	
to third parties arising out of the	nature whatsoever in relation to	
actions or failure to act by vendors		
and other contract entities.	Services rendered to the Client; (c)	
	any Services related to or rendered	
	pursuant to the Contract (collectively	
	"Indemnified matter").	
	2. Add the following text – "THE	
	CONSULTANT shall have the sole	
	authority to defend (with counsel	
	reasonably satisfactory to THE	
	CLIENT) these Claims; provided	
	however, that THE CLIENT shall	
	have the right, at its election and at its	
	sole expense, to participate in the	
	defense of such Claims on its own	
	with counsel of its choosing. THE	
	CONSULTANT shall have no	
	liability or obligation to indemnify	
	THE CLIENT for any claim of	
	infringement based upon use of a	
	superseded or altered version of the	
	Work Products by THE CLIENT, if	
	such infringement would have been	
	avoided by the use of the Work	
	Products in the version that THE	
	CONSULTANT has provided to THE	

46			CLIENT or use of the Work Products in a manner that violates the terms of this Agreement." In the event of such Third Party claim, THE CONSULTANT, at its sole option and expense, shall have the right to (i) procure for CLIENT'S rights to the continued use of such Work Product, (ii) replace such Work Product with a non-infringing Work Product or (iii) modify the Work Product such that it becomes non-infringing. Such remedy, together with the indemnity obligations hereunder, shall be CLIENT's sole recourse against THE CONSULTANT for any such allegation of infringement. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise."	Can division of DfO and DfD
	Addition of new section- 6.13.13 Miscellaneous Page 85	We request to add this as, although we accept the duty of care which we owe to our clients, it is important for us to ensure that third parties that are to be given access to our deliverables may use them on	"6.13.13. The CLIENT agrees that it will not redistribute Work Products outside of its organization without the Consultant's prior written approval, which the Consultant will not unreasonably withhold. Except as	Conditions of RfQ cum RfP remains unchanged

strictly non-reliance basis. This is to	required by law, no reference may be
protect our clients as much as our	made to the Consultant in any
selves.	prospectus, proxy statement, offering
	memorandum or similar document or
	materials prepared for public
	distribution. In any case in which the
	Consultant agrees to the CLIENT
	disclosing Work Products to third
	parties, the CLIENT agrees that the
	Consultant will not be responsible for
	any damages incurred or claims made
	by the CLIENT or any third party as
	a result of or in connection with such
	disclosure, or the third party's use of,
	or reliance on, the Consultant's
	work. the CLIENT agree to
	indemnify, defend and hold the
	Consultant harmless against any and
	all actual or threatened claim, loss or
	expense incurred by the Consultant,
	including as a party or witness,
	arising from or related to such
	disclosure, use or reliance. The
	CLIENT shall ensure that any third
	party receiving a copy of the
	Consultant's materials first sign
	Consultant's standard form of non-
	reliance letter. The Consultant will
	provide the CLIENT with a copy of

				this form upon the CLIENT's request to disclose Work Products."	
S.No.	Bidding Reference(s) (section number)	Document	Content of RFQ cum RFP requiring clarification	Queries/ Points requiring Clarification/ relaxation	Reply
46	2.7.3 (1)		All key staff proposed must be full time employees of the firm.	We request the authority to allow Associates to put forward the best team.	Conditions of RfQ cum RfP remains unchanged
47	2.9.4 (2)		Experience in commercialization of , urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park: At least two international assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support completed in the preceding 7 years with consultancy fees of not less than Rs 3 Cr (excluding taxes) for each assignment. + Completion of at least 2 Successfully bided and awarded packages	We request the authority to kindly relax the assignment fees to Rs 1 crore for the eligible assignment.	Conditions of RfQ cum RfP remains unchanged
48	2.9.5 (B1)		Number of 'Relevant assignments' for real estate, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic	We request the authority to kindly relax the assignment fees to Rs 1 crore for the relevant assignment submitted for category B1	Conditions of RfQ cum RfP remains unchanged

49 2.9.5 Evalua	(B 3) Technica tion Criteria	Zone, Multi modal logistics park, Industrial Park, IT park, within/outside India, in the areas of economic master planning, commercialization support, strategic economic planning & transaction advisory and/or marketing/business development in last 7 years with development size > than 250 Acres & consultancy fees of at least INR 3 Crores. • 3 – 5 (2 marks) • 5 – 10 (6 marks) • 10 or more (10 marks) + Successful bid and award of at least 3 packages 3 Packages – (3 marks) 4 packages – (4 marks) 5 packages – (5 Marks) 1 Number of assignments undertaken with Govt. Agency/ State Govt./PSUs/PSEs/Govt. Authorities related to infrastructure sector (roads, ports, airports, railways and urban development in the last 7 years with professional fees (excluding taxes) of at least INR 5 Cr. per assignment • 1 – 3 (2 marks) • 4 – 7 (5 marks) • 8 and above (10 marks)	We request the authority to kindly relax the assignment fees to Rs 1 crore for the relevant assignment submitted for category B3	Conditions of RfQ cum RfP remains unchanged
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50	5.2.2 (3)	Assist DMICDC in conducting road shows for potential partners and investors. This would involve creating a list of potential partners/ investors, reaching out to them for initial meetings, creation of industry specific pitch books for partners/ investors, creating marketing collateral for the road show and conducting 2-3 road shows.	We understand that the expenses incurred in organizing such road shows/ investors' summit shall be borne by the authority and such expenses won't form part of our financial proposal. Also please suggest number of such roadshows /investors' summit to be conducted.	Cost of Road shows shall be borne by client. Consultant shall generate concept and design for road show.
51	6.5.6	Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.	We request the authority to add the following clause on liability either here or in the SC: "Notwithstanding anything stated anywhere in this Agreement, the maximum cumulative liability of the Consultant shall not exceed the fees paid to the Consultant under this Agreement"	Conditions of RfQ cum RfP remains unchanged

52	If the selected Consultant fails to complete the Assignment, within the period specified under the contract the consultant shall pay to the Client fixed and agreed liquidated damages and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	request the authority to we request the authority to add the following clause: "This liquidated damages shall only be applicable if the delay is solely attributable to the Consultant."	Conditions of RfQ cum RfP remains unchanged
46	Considering the complexity of the requirements of the RFP and clarifications the authority to kindly extend the bid submission date by at lost clarifications.		Conditions of RfQ cum RfP remains unchanged
S.No	Descriptions as per RFP	Suggestions/ Remarks	Reply
47	Minimum Qualification Criteria Size and financial solvency : Bidder to be an organization with a minimum consulting turnover of more than INR 25 crore in each of the last 3 years.	We suggest, considering the scale of project, to raise the bar of turnover of the organization to 1000 Cr.	Conditions of RfQ cum RfpP remains unchanged.
48	Public Sector Experience Number of assignments undertaken with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities related to infrastructure sector (roads ports, airports, railways and urban development in the last 7 years with		Conditions of RfQ cum RfpP remains unchanged.
	professional fees (excluding taxes) of at least INR 5 Cr. per assignment is in contradiction with Form 3b of 10 Years.	planning upto the implementation stage.	

50	Financial Analyst Should have a Master's degree from a reputed and recognized university or institution within/ outside India	Request to define the minimum man month requirement. Need to clarify whether CA, CFA and M.Com will also be eligible.	Refer Corrigendum-1
51	Pg 20, Clause 2.9.4: Experience in commercialization of , urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park: At least two international assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support completed in the preceding 7 years with consultancy fees of not less than Rs 3 Cr (excluding taxes) for each assignment. + Completion of at least 2 Successfully bided and awarded packages and Pg No 21, B1: Commercialization experience	 Since Development of Urban Design Principles and Guideline's towards Sustainable and Integrated Large-Scale Developments play a very important role in such a large scale Development therefore, suggest in addition to the stated desired experience, emphasis should be given to the mentioned above as well and to be considered as part of the firm experience. Advisory services pertaining to Economic Master Planning, Strategic Economic Planning & Transaction Advisory, Business Planning and/or Marketing/ Business Development/ Commercial Implementation support majorly are part of the scope of Project Management Consultancy and Project Management Unit/ Advisory. 	Conditions of RfQ cum RfP remains unchanged.

 Therefore, experience of the firm in providing Project Management Consultancy and Project Management Unit/ Advisory shall be considered. Pls Clarify We suggest the timeline of 10 years to give a broader window to the bidders to showcase their credentials.
Experience in commercialization of, urban development projects, entertainment and Leisure park, hospitality, mixed land use urban development, special Economic Zone, Multi modal logistics park, Industrial Park, IT park: At least two international assignment pertaining to economic master planning, strategic economic planning & transaction advisory, business planning and/or marketing/business development/commercial implementation support.
Since Govt of India is focusing on commercialization of various large scale infrastructure related projects.
Herein, we understand that experience of providing Strategic Advisory,

Business Planning Transaction Advisory, and/or Marketing/Business Development/ Commercial Implementation Support for Commercialization of infrastructure development projects shall be considered as part of commercialization experience.
 As per the present market practice, client prefers to have designated reputed firms having expertise in the allied nature of services inspite of giving all to one as a whole. Therefore fee for the designated services is not of such big ticket size. Basis that, if the consultancy fee of 3 Cr can be reduced to 1.5 Cr, it would fetch in more considerable experience of the firm for undertaking projects of similar nature. Request to define "Completion of at least 2 Successfully bided and awarded packages""