

RESPONSE TO PRE-BID QUERIES FOR TENDER NO. IIMM/INFRA/01/2023-24

Selection of Transaction Advisor from the panel of DEA empaneled Transaction Advisors for Development of Fintech Centre and allied facilities for Students and Faculty at Indian Institute of Management – Mumbai on Appropriate Public Private Partnership mode dated 10th November 2023

Publish Date: 23rd November 2023

S. No.	RFP Section/ Sub- section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
1.	8. Eligibility Criteria for Project Page No 12 of the RFP document	8. Eligibility Criteria for Project 8.2 (B) Annual financial turnover from Consultancy Services during the each of last three years, ending 31st March of the previous financial year, should be at least INR 200.00 Crore	We request the Authority to consider as below 8. Eligibility Criteria for Project 8.2 (B) Average Annual financial turnover of the firm in the last three years, (i.e., FY 2020-21, 2021-22 and 2022-23), should be at least INR 200.00 Crore. Averaging will also neutralize the effect of covid affected years wherein most firms would have seen dip in turnover	Please refer Corrigendum
2.	11.7.1. JV / Consortium Page No 15 of the RFP document	11.7.1. JV / Consortium is allowed for maximum 2 positions in the key personnel barring Team Leader's position.	We understand that JV/ Consortium members experience will be consider in Pre-Qualification and Technical Evaluation Criteria Jointly. Kindly confirm.	No change. Experience of Joint Venture/Consortium members will not be considered in Pre-Qualification and Technical Evaluation Criteria.
3.	19. Key Personnel for the Project 19.1. Key Personnel Page No. 21 of the RFP document	19. Key Personnel for the Project 19.1. Key Personnel Civil Design Expert M. Tech. in Civil Engineering	We request the Authority to consider as below 19. Key Personnel for the Project 19.1. Key Personnel Civil Design Expert Bachelor's degree in Civil Engineering with 10 years of experience	Please refer corrigendum

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4.	19. Key Personnel for the Project 19.1. Key Personnel Page No. 21 of the RFP document	19. Key Personnel for the Project 19.1. Key Personnel Infrastructure Expert B.E. / B. Tech. in Civil Engineering	We request the Authority to consider as below 19. Key Personnel for the Project 19.1. Key Personnel Infrastructure Expert B.E. / B. Tech./ Diploma in Civil Engineering	No Change																								
5.	20. Evaluation of Technical Proposal & Financial Proposal Page No. 26 of the RFP document	20. Evaluation of Technical Proposal & Financial Proposal 20.2. Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: The bidder should have minimum turnover from the consultancy services of Rs. 200 Crore in each of past three financial years Rs. 200 Crore in each year – 5 Marks Rs. 500 Crore in each year – 10 Marks	We request the Authority to consider as below 20. Evaluation of Technical Proposal & Financial Proposal 20.2. Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: The bidder should have minimum Average Annual turnover of the firm of atleast Rs. 200 Crore in last three financial years (2020-21 2021-22 and 2022-23) Scoring : Average annual turnover of last 3 FYs : Rs. 200 – Rs 500 Crore– 5 Marks Rs. 500 Crore or more in each year – 10 Marks This is because when you ask for each of the three financial year, and if some firm has achieved Rs 500 Cr+ in some year but lesser in other years, they may loose 5 marks as this doesn't fall in the scoring definition given in RFP.	Please refer Corrigendum																								
6.	Form – 3 C Minimum Turnover of the Firm Page No. 39 of the RFP document	Form – 3 C Minimum Turnover of the Firm <table border="1" data-bbox="405 1169 1010 1378"> <thead> <tr> <th>Sr. No.</th> <th>Financial Year</th> <th>Annual Turnover (Rs. In Crores)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table> Certificate from Statutory Auditor	Sr. No.	Financial Year	Annual Turnover (Rs. In Crores)	1			2			3			<i>We Request the Authority to consider as below</i> Form – 3 C Minimum Turnover of the Firm <table border="1" data-bbox="1041 1185 1688 1394"> <thead> <tr> <th>Sr. No.</th> <th>Financial Year</th> <th>Annual Turnover (Rs. In Crores)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No.	Financial Year	Annual Turnover (Rs. In Crores)	1			2			3			Please refer corrigendum
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		<p>This is to certify that _____ (Name of the Applicant) has received the payment shown above against the respective years on account of Professional Fees.</p> <p>(Signature, name and designation of the Authorized Signatory)</p> <p>Date:</p> <p>Name and Seal of the firm</p>	<p>Certificate from Statutory Auditor</p> <p>This is to certify that _____ (Name of the Applicant) have Annual Turnover shown above against the respective years.</p> <p>(Signature, name and designation of the Authorized Signatory)</p> <p>Date:</p> <p>Name and Seal of the firm</p>	
7.	<p>(b) Some important dates for this tender process</p> <p>Last date for Submission of Technical Bid + Financial Quote (Hard copy only), in the office of Chief Administrative Officer, IIM Mumbai.</p> <p>Page No 4 of the RFP Document</p>	<p>Last date for Submission of Technical Bid + Financial Quote (Hard copy only), in the office of Chief Administrative Officer, IIM Mumbai.</p> <p>08/12/2023 by 5.00 p.m.</p>	<p>We request client to provide Minimum (3) three Weeks extension after reply to pre bid queries/Issuing Corrigendum/Addendum with changes in terms and conditions to the tender document.</p>	<p>Please refer Corrigendum</p>
8.	<p>Section II (Instructions to Bidders), Para 7.b Reporting</p>	<p>The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the assignment and that require attention from the IIM Mumbai.</p>	<p>A PPP Transaction Risk Sharing Framework will be decided at time of submission of PPP Structure/ Termsheet at time of preparation of bid documents. Other operational issues will be mutually discussed and resolved with discussion with the Authority. Hence, requirement may be deleted from scope of work of the consultant.</p>	<p>No Change</p>

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9.	Section II (Instructions to Bidders), Para 10.2 Clarifications & Addendums	The Authority will upload the responses (including an explanation of the query but without identifying the source of query) on the Institute website and www.eprocure.gov.in. Should the Authority deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure mentioned hereunder:	We request the Authority to kindly email the responses to pre-bid queries in a similar manner as the RFP was shared to the empanelled consultants in addition to uploading on Institute website	Accepted.						
10.	Section II (Instructions to Bidders), Para 19 Key Personnel for the Project		We understand that the team shall undertake the scope related activities under hybrid arrangement wherein key personnel shall be present at client site for critical discussions and meetings and shall not be deployed on full time basis at client location. Kindly confirm.	Accepted						
11.	Section II (Proposal Data Sheet), Table A, S. No. 8 Estimated type of Key Personnel required		Para 19 of Section II (Instructions to Bidders) proposes 7 experts as part of the engagement team. However, in Section II (Proposal Data Sheet), Table A, S.no 8, it mentions that estimated type of key personnel required is 5. We request the Authority to kindly modify the clause and clarify this deviation.	Please refer corrigendum						
12.	Form 3H: Note 2 Power of Attorney	Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant	Power of Attorney need not be submitted in case Board Resolution empowering Authorized Signatory to sign the bid on behalf of the bidding entity is submitted (as per common practice). Kindly confirm	Power of Attorney is required to be submitted.						
13.	Section II (Instructions to Bidders), Clause 8.2, S.No. C of	Eligibility Criteria for Project <table border="1" data-bbox="405 1326 1010 1394"> <thead> <tr> <th>Sr. No.</th> <th>Minimum Qualification Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No.	Minimum Qualification Criteria	Documentary Evidence				Considering not all Government clients issue completion certificates / proof of completion for all projects, we request the Authority to kindly consider the following change:	No Change
Sr. No.	Minimum Qualification Criteria	Documentary Evidence								

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	Table, and Form -3D (Project Specific Experience)	C	Bidder should have undertaken transaction advisory for at least One (1) project on PPP in the past 7 years	needed to be provided Completion Certificate/ Certificate signed by Statutory Auditor	Sr. No.	Minimum Qualification Criteria	Documentary Evidence needed to be provided Letter of Award (LOA)/ Work Order/ Completion Certificate/ Certificate signed by Statutory Auditor							
		Form – 3D: Project Specific Experience * The Bidder shall enclose document proof viz. copy of the completion certificate issued by the client for all Assignments above or * Certificate duly signed by Statutory Auditor			Kindly confirm this is acceptable									
14.	Section II (Instructions to Bidders), Clause 20.2, S. No 2 of Table Evaluation of Technical Proposal & Financial Proposal	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:			Given the scope of the work envisaged for the engagement and limited context of PMU and Skill Development related experience in regards to the scope, we request the Authority to kindly consider modification of evaluation criteria as proposed below:	<table border="1"> <thead> <tr> <th data-bbox="1034 967 1137 1038">Sr. No.</th> <th data-bbox="1137 967 1592 1038">Criteria</th> <th data-bbox="1592 967 1762 1038">Max. Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="1034 1038 1137 1310">2.</td> <td data-bbox="1137 1038 1592 1310">The Bidder should have experience of PPP Transaction Advisory in the eligible sectors: i. Less than or equal to 7 Project: 5 marks ii. Between 8 and 10 Projects: 7 marks iii. 10 or more Projects: 10 marks</td> <td data-bbox="1592 1038 1762 1310">10</td> </tr> </tbody> </table>		Sr. No.	Criteria	Max. Marks	2.	The Bidder should have experience of PPP Transaction Advisory in the eligible sectors: i. Less than or equal to 7 Project: 5 marks ii. Between 8 and 10 Projects: 7 marks iii. 10 or more Projects: 10 marks	10	No Change
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		2.	a. The bidder should have experience of operating a Project Management Unit in central government organisation where professional fees is more than Rs. 1 crore. i. 1 PMU – 1 Mark ii. 2 PMUs – 2 Marks iii. 3 PMUs – 3 Marks iv. 4 PMUs – 4 Marks v. 5 PMUs – 5 Marks b. The bidder should have experience of Public Private Partnership (PPP) in education /	10										

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16.	Section II (Instructions to Bidders), Para 8.3 Eligibility Criteria for Project	Bidder(s) will submit the responses with respect to clause 5.2 in the formats provided in the RFP.	We understand that the clause reference should be 8.2 and not 5.2. Request the Authority to kindly confirm.	Accepted. Please refer corrigendum																								

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17.	Section II (Instructions to Bidders), Clause 23	<p>Indemnity 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, 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, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</p>	We request the Authority to amend this clause as such liability/indemnity clause is vague and not inclusive.	No Change
18.	Form 3A: Technical Proposal submission form, Para 12	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, 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, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.	We request the Authority to amend this clause as such liability/indemnity clause is vague and not inclusive.	No Change
19.	Draft Agreement for provision of Transaction Services, Paragraph 1 General	“Third Party” means any person or entity other than the Government, the Authority, the Consultant, or a Sub-Consultant.	Considering JV and sub consultant agreements are allowed, the Authority may consider the following modification: Any party other than the Client and the Consultant should be defined as third party.	Accepted. Please refer corrigendum

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
20.	Draft Agreement for provision of Transaction Services, Clause 2.11.3 Cessation of rights and obligations	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;(iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.	We request the Authority to kindly consider the following: <i>Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;(iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.</i>	No Change
21.	Draft Agreement for provision of Transaction Services, Clause 3.4.3 (b) Liability of the Consultant	(b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.	We request the Authority to kindly consider the following: for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.	No Change
22.	Draft Agreement for provision of Transaction Services, Clause 3.5 Accounting, inspection, and auditing	The Consultant shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and details will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and	We request the Authority to consider deleting this clause or accept the requirement shall be complied with by the Bidder on best effort basis.	No Change

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		(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.		
23.	Draft Agreement for provision of Transaction Services, Clause 3.11 Accuracy of Documents	The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4,it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	We make our best effort to collect information from reputable data sources and publications available in public domain. And we make our best out effort to verify the data and information collected to the extent possible. However, Consultants cannot be held responsible for data provided by the authority or from secondary sources. We request the Authority to consider modifying this clause suitably. We humbly request the authority to consider deletion of the clause.	Accepted. However, the Consultant shall verify and data and information as per good industry practice.
24.	Draft Agreement for provision of Transaction Services, Clause 7.2.1 Liquidated Damages for error/variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.	We request the Authority to consider deletion of the clause as the Consultant cannot be held liable for any indirect, consequential damages.	No Change
25.	Draft Agreement for	In case of delay in completion of Services, liquidated damages not exceeding an amount equal	We request the Authority to consider the following:	Accepted. Please refer corrigendum

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	provision of Transaction Services, Clause 7.2.2 Liquidated Damages for delay	to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 5% (Five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted	In case of delay in completion of Services, solely and directly attributable to the Consultant , liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 5% (Five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	
26.	Section- II Page 18 14. Submission of Proposal	Envelope 3 - Financial Proposal (Submitted in Hard Copy) Financial Proposal shall be as per Section IV of this RFP. (i) This will contain consultancy fee to be charged for completing the work (ii) While working out consultancy fees, following points should be noted: (a) The Bidders will have to make their own arrangements for the transport/ accommodation/ TA/ DA/ office space of their personnel assigned to this project. The price quoted shall also include the Bidders representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc. (b) All duties, taxes, royalties, and other levies payable by the bidder under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR). The total duration of consultancy services shall be specified in Section-V: Terms of Reference	We will request you to please consider the following modification to the clause: 14. Submission of Proposal Envelope 3 - Financial Proposal (Submitted in Hard Copy) Financial Proposal shall be as per Section IV of this RFP. (i) This will contain consultancy fee to be charged for completing the work (ii) While working out consultancy fees, following points should be noted: (a) The Bidders will have to make their own arrangements for the transport/ accommodation/ TA/ DA/ office space of their personnel assigned to this project. The price quoted shall also include the Bidders representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc. (b) All duties, taxes, royalties, and other levies payable by the bidder under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract (if not extended further) and may be subject to further adjustments only in case of extension of contract or timeline. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR). The total duration of consultancy services shall be specified in Section-V: Terms of Reference	No Change

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27.	Section II Page 21	19.1 Key Personnel Procurement & Contracts Expert: Qualification: Master's degree in Business Administration/ Law	We will request you to please consider the following modification to the qualification required: Master's degree in Business Administration/ Law or Master's degree in Civil engineering or equivalent fields	No Change												
28.	Section II Page 21	19.1 Key Personnel Real Estate Expert: Qualification: Master's degree in Business Administration	We will request you to consider the following modification to the qualification required: Master's degree in Business Administration or Master's degree in Civil engineering or equivalent fields	Please refer corrigendum												
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1.	b. The bidder should have experience of Public Private Partnership (PPP) in education / skill development sectors in at least two States in India i. Less than Two States – 0 Marks ii. 2 or more States – 5 Marks “Additional weightage would be given to the project that received VGF Scheme”	5														
30.	Clause 3.2 Conflict of Interest Page 73	3.2.2. Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or	We will request you to please consider the following modification to the qualification required: 3.2.2. Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub- Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from	No Change												

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		<p>closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.</p>	<p>providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of one year from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.</p>	
31.	<p>Clause 3.2 Conflict of Interest Page 74</p>	<p>3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as</p>	<p>We will request you to please consider the following modification to the clause: 3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre estimated compensation and</p>	<p>Accepted. Please refer corrigendum</p>

S. No.	RFP Section/ Sub- section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.	damages payable to the Authority towards, inter alia, time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.	
32.	Clause 3.3 Confidentiality Page 76	The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or	We will request you to please consider the following modification to the clause: The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation	No Change

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		<p>contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <p>a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants, and the Personnel of either of them. Was obtained from a third party with no known duty to maintain its confidentiality.</p> <p>b) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants, and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and</p> <p>c) is provided to the professional advisors, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisors, agents, auditors or its representatives, to</p>	<p>to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <p>a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants, and the Personnel of either of them. Was obtained from a third party with no known duty to maintain its confidentiality.</p> <p>b) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants, and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and</p> <p>c) is provided to the professional advisors, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisors, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p>	

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.		
33.	<p>Clause 3.4 Liability of the Consultant</p> <p>Page 77</p>	<p>3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>a) for any indirect or consequential loss or damage; and</p> <p>b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.</p> <p>3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>	<p>We will request you to please consider the following modification to the clause:</p> <p>3.4.1. The Consultant's liability under this Agreement shall be determined by the provisions hereof.</p> <p>3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to Authority for any direct loss or damage accrued due to deficiency in Services rendered by it.</p> <p>3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in this Agreement.</p>	<p>No change</p>

S. No.	RFP Section/ Sub- section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
34.	Clause 3.7 Reporting Obligations Page 78	3.7.2. The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.	We will request you to please consider the following modification to the clause: 3.7.2. The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted monthly at the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.	Accepted. Please refer corrigendum
35.	Clause 3.8. Documents prepared by the Consultant to be property of the Authority Page 78	3.8.1. All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub- Consultants or a Third Party shall not use these	We will request you to please consider the following modification to the clause: 3.8.1. All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns	No change

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.	in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains 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 compiles and retains in connection with the Services (but not information provided by Authority reflected in them).	
36.	Clause 3.11 Accuracy of Documents Page 79	The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	We will request you to please consider the following modification to the clause: The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority for any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	No Change
37.	Clause 4.4 Substitution of Key Personnel Page 80	4.4 Substitution of Key Personnel The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified	We will request you to please consider the following modification to the clause: The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and	No change

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
		and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 5% (Five per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.	experienced personnel being provided to the satisfaction of the Authority.	
38.	Clause 7.2 Liquidated Damage Page 84	7.2.1. Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.	We will request you to please consider the following modification to the clause: 7.2.1. Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (Five percent) of the Agreement Value.	No Change
39.	Clause 7.3 Penalty for deficiency in Services Page 85	7.3. Penalty for deficiency in Services In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.	We will request you to please consider the following modification to the clause: 7.3 Penalty for deficiency in services In addition to the liquidated damages not amounting to penalty, as specified above, a written warning may be issued by IIM Mumbai to the Consultant for any minor deficiencies on its part.	No Change
40.		General (We will request you to please consider the following clarification)	Deployment Please clarify, what is the provision for deployment of resources or professionals working on the project at the client location/ IIM Mumbai?	Please refer Sr. No 10
41.		General We will request you to please consider the following clarification)	Subcontracting	The Sub Contracting is allowed only for technical surveys and investigations.

S. No.	RFP Section/ Sub- section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai																																																
			Please clarify if the Consultant is allowed to pursue services from third-party for ad-hoc assistance required for the project?																																																	
42.	Section V Page 60	<p>4. Deliverables Timelines and Payment Terms The Consultant will prepare and submit the following reports to the Client:</p> <table border="1" data-bbox="405 475 1010 1430"> <thead> <tr> <th data-bbox="405 475 479 644">Sr. No.</th> <th data-bbox="479 475 741 644">Deliverable</th> <th data-bbox="741 475 913 644">Submission Timeline (from signing of Agreement)</th> <th data-bbox="913 475 1010 644">% of total fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 644 479 884">1.</td> <td data-bbox="479 644 741 884">Submission of Inception Report comprising of site & broad cost estimate & its approval by IIM MUMBAI</td> <td data-bbox="741 644 913 884">T+35 days</td> <td data-bbox="913 644 1010 884">15</td> </tr> <tr> <td data-bbox="405 884 479 1054">2.</td> <td data-bbox="479 884 741 1054">Draft feasibility / Market assessment Report & its approval by IIM MUMBAI</td> <td data-bbox="741 884 913 1054">T+50 days</td> <td data-bbox="913 884 1010 1054">15</td> </tr> <tr> <td data-bbox="405 1054 479 1394">3</td> <td data-bbox="479 1054 741 1394">Submission & acceptance of Detailed Project Report, Draft transaction documents (including RFP &DCA) and its approval by IIM MUMBAI</td> <td data-bbox="741 1054 913 1394">T+95 days</td> <td data-bbox="913 1054 1010 1394">30</td> </tr> <tr> <td data-bbox="405 1394 479 1430">4</td> <td data-bbox="479 1394 741 1430">Publishing of RFP</td> <td data-bbox="741 1394 913 1430">T+120 days</td> <td data-bbox="913 1394 1010 1430">10</td> </tr> </tbody> </table>	Sr. No.	Deliverable	Submission Timeline (from signing of Agreement)	% of total fee	1.	Submission of Inception Report comprising of site & broad cost estimate & its approval by IIM MUMBAI	T+35 days	15	2.	Draft feasibility / Market assessment Report & its approval by IIM MUMBAI	T+50 days	15	3	Submission & acceptance of Detailed Project Report, Draft transaction documents (including RFP &DCA) and its approval by IIM MUMBAI	T+95 days	30	4	Publishing of RFP	T+120 days	10	<p>We will request you to please consider the following modification to the payment terms:</p> <table border="1" data-bbox="1041 440 1756 1430"> <thead> <tr> <th data-bbox="1041 440 1115 609">Sr. No.</th> <th data-bbox="1115 440 1451 609">Deliverable</th> <th data-bbox="1451 440 1644 609">Submission Timeline (from signing of Agreement)</th> <th data-bbox="1644 440 1756 609">% of total fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="1041 609 1115 780">1.</td> <td data-bbox="1115 609 1451 780">Submission of Inception Report comprising of site & broad cost estimate & its approval by IIM MUMBAI</td> <td data-bbox="1451 609 1644 780">T+35 days</td> <td data-bbox="1644 609 1756 780">15</td> </tr> <tr> <td data-bbox="1041 780 1115 919">2.</td> <td data-bbox="1115 780 1451 919">Draft feasibility / Market assessment Report & its approval by IIM MUMBAI</td> <td data-bbox="1451 780 1644 919">T+50 days</td> <td data-bbox="1644 780 1756 919">30</td> </tr> <tr> <td data-bbox="1041 919 1115 1158">3</td> <td data-bbox="1115 919 1451 1158">Submission & acceptance of Detailed Project Report, Draft transaction documents (including RFP &DCA) and its approval by IIM MUMBAI</td> <td data-bbox="1451 919 1644 1158">T+95 days</td> <td data-bbox="1644 919 1756 1158">15</td> </tr> <tr> <td data-bbox="1041 1158 1115 1195">4</td> <td data-bbox="1115 1158 1451 1195">Publishing of RFP</td> <td data-bbox="1451 1158 1644 1195">T+120 days</td> <td data-bbox="1644 1158 1756 1195">10</td> </tr> <tr> <td data-bbox="1041 1195 1115 1366">5</td> <td data-bbox="1115 1195 1451 1366">Providing responses to comments/feedback during pre- application stage of procurement for PPP project</td> <td data-bbox="1451 1195 1644 1366">T+145 days</td> <td data-bbox="1644 1195 1756 1366">10</td> </tr> <tr> <td data-bbox="1041 1366 1115 1430">6</td> <td data-bbox="1115 1366 1451 1430">Bidding Process management & selection</td> <td data-bbox="1451 1366 1644 1430">T+240 days</td> <td data-bbox="1644 1366 1756 1430">10</td> </tr> </tbody> </table>	Sr. No.	Deliverable	Submission Timeline (from signing of Agreement)	% of total fee	1.	Submission of Inception Report comprising of site & broad cost estimate & its approval by IIM MUMBAI	T+35 days	15	2.	Draft feasibility / Market assessment Report & its approval by IIM MUMBAI	T+50 days	30	3	Submission & acceptance of Detailed Project Report, Draft transaction documents (including RFP &DCA) and its approval by IIM MUMBAI	T+95 days	15	4	Publishing of RFP	T+120 days	10	5	Providing responses to comments/feedback during pre- application stage of procurement for PPP project	T+145 days	10	6	Bidding Process management & selection	T+240 days	10	No Change
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						of Concessionaire, Issuance of LOA				
		5	Providing responses to comments/feedback during pre-application stage of procurement for PPP project	T+145 days	10					
		6	Bidding Process management & selection of Concessionaire, Issuance of LOA	T+240 days	10	7	Signing of Agreement		10	
		7	Signing of Agreement		10		Total		100	
			Total		100					
43.	Page 7, 2.1	The approx. area available for development of project Area Available for Fintech Centre and allied facilities for Students and Faculty is 2.5 acres				Kindly confirm what is covered under allied facilities for Student and Faculty.				Please refer corrigendum
44.	Page 21, 19.1 Key Personnel	Qualification for Team Leader/PPP Expert				Since Chartered Accountancy (CA) is also a relevant qualification considering the scope of assignment for Team Leader/PPP expert. Hence, kindly modify the qualification as Master's degree in Business Administration/Chartered Accountant				No Change
45.	Page 21, 19.1 Key Personnel	Civil Design Expert and Architect				The scope of work pertaining to technical feasibility includes: (i) Reconnaissance survey for undertaking site analysis; and (ii) Site analysis: Area available, FAR assessment, assessment of local building bylaws and guidelines, block cost estimates, study the relevant applicable guidelines, regulations and accordingly advise IIM Mumbai on the special permissions for undertaking the envisaged development. The above scope could be handled by Architect. Hence, there is no requirement of both Civil Design Expert and Architect.				Please refer corrigendum

S. No.	RFP Section/ Sub-section No./ Clause & RFP Page No.	Content of the RFP requiring clarification	Query or point of clarification required sought by Applicants	Remarks of IIM Mumbai
46.	Page 4, Last date for Submission of Technical Bid + Financial Quote	Due date of submission of proposal: 8th December 2023	The time given for submission of proposal is less. More time will be required from the date of issue of response to pre-bid queries. Hence, we request you to please consider an extension by 2 weeks i.e., till 22nd December 2023.	Please refer corrigendum
47.	Page 8, Activity 1: Feasibility study	Reconnaissance survey for site assessment	We understand, necessary survey of sites will be the scope of private partner as private partner will prepare the detailed designs. Hence kindly consider deleting this scope from the scope of TA or please clarify what does the scope of TA include under “Reconnaissance survey” and how it is different from the activities mentioned under “site analysis” in the subsequent point under Activity 1: Feasibility study for common understanding of all bidders	No change
48.	Page 8, Activity 1: Feasibility study point (g) and (h) Page 9: Activity 2: Business planning and project structuring point (a)	Preliminary Financial Analysis The Consultant shall develop a preliminary financing model to work out cash flow statements and the financial viability of the proposed development. Undertake detailed financial assessment/ financial model and business planning.	The two activities mentioned under Activity 1: Feasibility study point (g) and (h) and Activity 2: Business planning and project structuring point (a) are overlapping as financial modelling activity is one activity and cannot be segregated into preliminary and detailed. Hence, please remove the activities pertaining to preliminary financial analysis and preliminary financial model from Activity 1	No change
49.	Page 25 and 26, Clause 20 (S no. 2)	The bidder should have experience of operating a Project Management Unit in central government organisation where professional fees is more than Rs. 1 crore.	The criteria of PMU experience is not relevant in the context of proposed assignment as the proposed assignment is a transaction advisory assignment for facilities for students under PPP mode. We would like to suggest the following instead of this: As “Student facilities PPP” is different from the PPP projects in other sectors and requires a new approach for PPP structuring, experience in this type of projects is critical for the success of the transaction.	No change

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			Hence, we request you to please consider following as an additional scoring criterion: “Experience in Transaction Advisory services for Student Housing PPP projects with any institute/university: 2.5 marks for each project with maximum marks as 5.																																					
50.	Page 22 of 96 Clause 19.1 Key Personnel for the Project under Section II: Instruction to Bidders	<p>Experience required for Civil Design Expert is 10 years. Education Qualification required is M. Tech in Civil Engineering. Scoring criteria for Civil Design Expert, as per clause no. 19.1.4 (Pg 23 pf 96) is as below:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>No. of Years</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>13 years and above</td> <td>100%</td> </tr> <tr> <td>2.</td> <td>More than 12 years and less than 13 years</td> <td>90%</td> </tr> <tr> <td>3.</td> <td>More than 11 years and less than 12 years</td> <td>80%</td> </tr> <tr> <td>4.</td> <td>More than 10 years and less than 11 years</td> <td>70%</td> </tr> <tr> <td>5.</td> <td>Less than 10 years</td> <td>0</td> </tr> </tbody> </table>	Sr. No.	No. of Years	Weightage	1.	13 years and above	100%	2.	More than 12 years and less than 13 years	90%	3.	More than 11 years and less than 12 years	80%	4.	More than 10 years and less than 11 years	70%	5.	Less than 10 years	0	<p>It is requested to relax required minimum years of experience for Civil Design Expert from current 10 years to 5 years. Subsequently, requesting modification of Education Qualification to M. Tech. / PhD in Civil Engineering. Scoring criteria may also be kindly modified as under:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>No. of Years</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>8 years and above</td> <td>100%</td> </tr> <tr> <td>2.</td> <td>More than 7 years and less than 8 years</td> <td>90%</td> </tr> <tr> <td>3.</td> <td>More than 6 years and less than 7 years</td> <td>80%</td> </tr> <tr> <td>4.</td> <td>More than 5 years and less than 6 years</td> <td>70%</td> </tr> <tr> <td>5.</td> <td>Less than 5 years</td> <td>0</td> </tr> </tbody> </table>	Sr. No.	No. of Years	Weightage	1.	8 years and above	100%	2.	More than 7 years and less than 8 years	90%	3.	More than 6 years and less than 7 years	80%	4.	More than 5 years and less than 6 years	70%	5.	Less than 5 years	0	Accepted. Please refer corrigendum
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51.	Page 32 of 96 Section II Clause no. 8 of Proposal Data Sheet	Para A – Proposal Data Sheet Estimated type of Key Personnel required is 5 numbers	It is requested to please clarify the final number of Key Personnel required for the assignment. There are 5 nos. in Cl. no. 8 of Proposal Data Sheet under Section II (Pg 32 of 96), while 7 nos. under Cl. 19.1 (Pg 21 of 96) under SECTION II – INSTRUCTION TO BIDDERS	Please refer corrigendum																																				
52.	Page 41 of 96 Form 3D	Project Specific Experience The Bidder shall enclose document proof viz. copy of the completion certificate issued by the	It is requested that certificate from chartered accountant of the applicant, that ordinarily audits its annual accounts, is also be permitted as already allowed under Form 3C	Accepted																																				

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		client for all Assignments above, or Certificate duly signed by Statutory Auditor		
53.	Page 44 of 96 Form 3F	<p>Details of Key Personnel</p> <p>Table specifies requirement of 5 key personnel which include a Structural Expert and Technical Consultant</p>	Kindly confirm that the positions of Structural Expert and Technical Consultant are not separately required as these are not mentioned in clause 9.1 (Pg 22 of 96) under SECTION II: INSTRUCTION TO BIDDERS.	Please refer corrigendum
54.	Page 67 of 96 Section VI clause 1.8.2	<p>Draft Agreement for provision of Transaction Services</p> <p>The Authority may require the Financial Expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay</p>	It is requested to relax any mandatory requirement of housing a Key Personnel at the Authority's office since this is a delivery-based assignment. Also, the Clause 7 – Reporting under SECTION – II: INSTRUCTION TO BIDDERS ensures a continuous reporting mechanism for the duration of the assignment.	Please refer Sr. No 10
55.	Page 79 of 96 Section VI Clause 3.7.2	<p>Reporting Obligations</p> <p>The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report</p>	It is requested to kindly relax submission of time reports, since this is a deliverable based assignment	No change
56.	Page 81 of 96 Section VI clause 4.4	<p>Section - Draft Agreement for Transaction Services, clause – Substitution of key personnel</p> <p>Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 5% (Five per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted</p>	It is requested to please relax this clause, to allow substitution of any key personnel with an equivalent or better qualified and experienced personnel.	Please refer Sr. No. 37

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57.	Page 81 of 96 Section VI clause 4.4	<p>Section - Draft Agreement for Transaction Services, clause – Substitution of key personnel</p> <p>The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority</p>	It is requested to kindly relax the limit of substituting key personnel from “not more than two” to “not more than four”, whilst other conditions remaining same, since this is a deliverable based assignment	No Change