

**TRANSACTION ADVISORY CONSULTANCY SERVICES FOR DEVELOPMENT OF TOURISM
AT HOTEL PONDICHERRY ASHOK, PUDUCHERRY**

RESPONSE TO QUERIES/ CLARIFICATION OF VARIOUS CONSULTANTS

Sl No.	Clause no.	Provision	Query	Reply
1	1.1.2	If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity / Entities (the "Concessionaire(s)") selected through a competitive bidding process.	Understand that the project structure is already decided. Is consultant is required to suggest other project structure which may be suitable for the project? Kindly review the clause no. 1.2.1 also.	The selected TAC would be responsible for suggesting different component/(s) and preparing techno economic study for each component/(s). No specific structure has been decided. TAC would be responsible for advising the structure. In this regard the clause 2.0 of TOR " Objective" may be referred.
2	1.4.2	Alternatively, the RFP document can be downloaded from www.ashokresort.com/ www.theashokgroup.com/ www.tenders.nic.in and in such cases, the bidders will be required to pay non refundable fee Rs.10,000/- (Rupees Ten Thousand only) by the way of demand draft drawn in favour of Hotel Pondicherry Ashok on any scheduled bank payable in Puducherry at the time of submission of proposals. Any proposal not submitted with the above prescribed non-refundable fees will be rejected.	Understand that the prospective bidder has to submit two demand draft (if downloading from the website) of INR 10,000 (Ten thousands). One for Tender document and another for processing fee. Kindly clarify.	Only Ten Thousand rupees non refundable fees for bid document by way of cash or demand Draft in favour of Hotel Pondicherry Ashok payable at Puducherry need to be enclosed.
3	2.6	Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.	It will be of help to bidders if Authority discloses the document available with it as this will bring down the cost of pre proposal activity.	The Authority has only the map of the area. With respect to Applicable laws and other regulations, those which are currently in force in the Union Territory would apply.
4	1.1.(pg 47)	PAHCL would be inviting sealed Bids for each component / all based on the Detailed Project Reports and tender documents prepared by the Project Consultant appointed by the	Kindly clarify that PAHCL intends to develop this facility on component wise or it intends to develop this facility in an integrated fashion? One developer will do the	PAHCL intends the whole Tourism Zone to be planned in an integrated fashion with different components complimenting each other. The Zone with different components should be developed by different

		Company and approved by the Board of Directors of PAHCL. Each/ All the components would be licensed out on a Develop, Built Operate and Transfer Basis (DBOT Basis) to developer/investor (developers/investors).	development of all identified infrastructure components of the project..	Concessionaires.
5	1.03 (pg 47)	The scope of the Transaction Advisory Consultant will be to prepare feasibility and viability study by running suitable financial model and procure the bidder. While preparing the DPR the supporting social infrastructure and other environmental features as per the standard guidelines and specifications also needs to be provided This assignment is to identify, examine and evaluate the potential and thereby ascertain the various possibilities of such development.	Kindly clarify that whether the consultant is required to do the EIA as well as Social Infrastructure gap assessment?	TAC would have to identify profitable project components. While preparing the Feasibility Report and the DPR, the norms of EIA/EMP, etc for each component would have to be indicated based on the standard guidelines and specifications. However the EIA/EMP etc. would be obtained by the developer.
6	1.04(Pg 47)	Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis for appraising of the Project, developing a revenue model and preparing bid documents for the Project (collectively the "Consultancy"). The Terms of Reference (the "TOR") and the scope of the Consultancy for this assignment are specified below.	Kindly clarify whether the consultant is required to do the detailed design or conceptual design and doing costing on the conceptual design?	TAC would have to do conceptual designs with estimations on area basis so as to arrive at cost estimates.
7	1.08 (pg 47)	The Consultant shall assist the Authority and its Technical Consultant and the Legal Adviser by furnishing clarifications as required for the structuring, documentation and award of the Project.	Kindly clarify whether Authority has already hired a technical consultant?	The Authority has not appointed any other consultant. The consultant is required to assist the Project Review Committee (PRC) established by the authority. The line "The Consultant shall assist the Authority and its Technical Consultant and the Legal Adviser" wherever appearing in the document shall be read as "The Consultant shall assist the Authority/ Project Review Committee (PRC)"

78	1.11 (pg48)	The details of existing land area (240 H 95 A 95C) in the proposed site are as follows --- table	Understand that the Authority has the drawing. Kindly provide us the drawing/ land map.	Land map can be provided.
9	3.1 (ii) (pg 49)	Evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercial and corporate structuring , especially with reference to Applicable Laws;	Understand that the “Corporate Structuring” is related to “Project Structuring”.	Yes
10	3.1 (iv) (pg 49)	Prepare cost estimates for the project	Understand that the cost estimate is based on conceptual master plan.	Yes
11	3.1 (vi) (pg 49)	Review cost estimates contained in the Feasibility Report;	Understand that there exists a “Feasibility Report”. Can we have access to this report.	The Authority does not have a Feasibility Report. Here review refers to recasting of the cost estimates to be made by the TAC in case of any changes/suggestions by the Authority/ PRC.
12	3.13.2 (pg 54)	Beyond the 32 weeks from the Effective Date, these services may be in the nature of intermittent services required till the Completion of Services. Costs of Services till the 110 weeks from the Effective Date are to be included in the Financial Proposal whereas payment for Services beyond 32 weeks shall form part of Lump sum payment to be made as specified in Clauses; 10.1 and 10.2.	Kindly Clarify this clause in conjunction with the proviso laid out in 10.1 and 10.2.	Clause 10.1 and Cl. 10.2 is explicit and clear regarding the payment terms.
13	3.16 (Pg 55)	The Consultant needs to associate with a Leading Infrastructure Firm of repute as detailed in the Qualification Criterion mentioned.	Understand that the consultant needs to associate with the leading infrastructure developer. THIS WILL CREATE POTENTIAL CONFLICT OF INTEREST. Kindly clarify.	The clause 3.16 (page 55) is not a prequalification criteria. This may be read in conjunction with clause 2.14.7 (page 25)
14	5.2 (Pg 56 & 57)	The deliverable time line	Understand that the time line is too aggressive i.e 15 weeks whereas the Authority is seeing the project horizon as 18 months. The time line should be doubled as there are many technical components which will require authorities approval. It is further clarified that without acceptance of the inception report the consultant cannot move to the	The time line has been modified. The revised Mile stone chart is enclosed as Annexure – 1 to this clarification. This revised schedule would replace the schedule in clause 5.2 (page 56 & 57) and Annex 6 (page 96).

			second phase of work as during the inception report consultant sets the broad project development framework. So, the acceptance at each stage is required from the Authority and it will take time from the Authority end. If the consultant delivers the work as per the time line and the Authority has different vision then this will lead to time and cost overrun.	
15	5.4 (pg 58)	The time line for the Team	The table captures the timeline for only two expert i.e. Associate consultant – Technical and Associate consultant – Legal. As detailed in the qualification criteria there will be other team members. Kindly provide the timeline for other team members. Also, one week has been allocated to Legal consultant in Market Survey who has no role to play in Market Survey.	The separate time line indicated in clause 5.4 (page no 58) and Annex 6 (page 96) stands deleted. The time line indicated for each report/milestone have to be followed. Please refer Sl. No. 14 and Annexure 1 of this clarification.
16	6.3 (c) (pg 87 & 10.1 (pg 63) service completion and cure.....	The cure period required by the authority in the ToR and Consultancy Contract is different i.e at one place it is 90 days and other place it is 60 days.	In clause 10.1 (page 63) the period 90 days should be read as 60 days.
17	4.5 (pg 85)	The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services	Kindly clarify this clause.	The clause is explicit and clear. And hence may follow the same.

18	6.3 (a) (i) (pg – 87)	No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Provided, however, that for the Deliverables specified in Clause 5.2 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month;	Kindly clarify the Man-hour billing issue.	Payment will be made only for the deliverable(s) approved by the Authority.
19	Section 3 in page 49		The Terms of Reference for the technical component (preparation of conceptual design and resultant cost) is not provided. Kindly provide the same.	TAC would have to do conceptual designs with estimations on area basis so as to arrive at cost estimates.
20	Section 3 in page 49		The Terms of Reference for the legal component is not provided. Kindly provide the same.	TAC would have to do conceptual designs with estimations on area basis so as to arrive at cost estimates.
21	Para 1.08 in page 47		It is mentioned that the Consultant shall “assist the Authority and its Technical Consultant and the Legal Adviser”. What will be the role of the Technical Consultant and Legal Adviser?	The Authority has not appointed any other consultant. The consultant is required to assist the Project Review Committee (PRC) established by the authority. The line “The Consultant shall assist the Authority and its Technical Consultant and the Legal Adviser” wherever appearing in the document shall be read as “The Consultant shall assist the Authority/ Project Review Committee (PRC)”
22	Para 1.08 in page 47		What degree of overlap will the tasks of the Technical Consultant and Legal Adviser have with the tasks to be outlined as per points 1 and 2 above?	As above.
23	Section 5.2 in page 56		The timeline for the entire project is specified as 15 weeks. Of this, selection of the private bidder firm for development of the project is to be undertaken in a period of 10 weeks. Based on our experience with infrastructure projects in the country, we believe that the above timeline for selection of the private	Refer SI No. 14

			bidder is optimistic. Therefore, we request Hotel Pondicherry Ashok to consider revising the timeline for this component to a period of 15 weeks, based on the proposed timelines mentioned below:	
			Preparation & Approval of Pre-Qualification document	
			Call for Pre-Qualification document from bidders	
			Evaluation of Pre-Qualification documents	
			* Preparation of RFP and Draft Concession Agreement	
			Issue RFP along with Draft Concession Agreement & receive bids	
			Evaluation of bids received against RFP	
			* Selection of Independent Engineer	
			Final report on bid process	
			Project completion report including signing of Concession Agreement	
			Proposed duration for selection of private bidder (in weeks)	
24	As per Para 2.2.2 in page 15/16 As per section 7.1 in page 60		Please clarify the below discrepancies in the number of years of experience required Financial Consultant Associate Consultant – Architect / Technical Associate Consultant - Legal	The clause regarding experience of key personnel wherever applicable stands corrected. The revised experience/eligibility of key personnel is enclosed as Annexure – 2 to this clarification.
25	Para 2.14.2 (i) in page 25		Key Personnel would be available for the period indicated in the TOR locally i.e. at Puducherry	
26	Para 3.16 in page 55		The Consultant needs to associate with a Leading Infrastructure Firm of repute as detailed in the Qualification Criterion mentioned	Refer Sl. No 13.

27	Para 7.2 in page 62		The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office	Clear and explicit
28	Para 8.1 in page 62		The Consultant shall electronically and by mail submit fortnightly time reports of each of the Key Personnel. Such time reports shall be submitted to the Authority on the 15th day 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 Consultant 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.	Clear and explicit
29	Page 16 (Point 2.2, 2.2.2 (D))	Conditions of Eligibility of Applicants.	The Educational Qualification of the Team Leader may not just be restricted to MBA but also its Equivalent Qualification	Will remain the same as provided in RFP.
30			The Professional Experience of the Team Leader and Financial Consultant may be reduced to 15 years and 10 years respectively	Will remain the same as provided in RFP.
31			The processing fee of Rs. 10,000/- and the bid security of Rs. 1 lakh are high. Can the same be reduced?	No. Will remain the same as provided in RFP.
32			The number of experience years for the Team Leader and the	No. Will remain the same as provided in RFP.

			Financial Expert are high. Can they be reduced to 10 years for both the experts?	
33	clauses 2.2.2 7.1		The experience requirements mentioned in clauses 2.2.2 and of the RFP are not consistent. For e.g. On page 16 Financial Expert is to have 15 years of experience whereas on page 60 it suggests 5 years. Similarly page 16 says the legal expert shall have 7 years of Experience, whereas page 61 says 15 years of experience. Kindly clarify the requirements.	Refer SI No. 24.
34	Clause 2.15.3		Clause 2.15.3 suggests the mechanism for resolving a tie between two financial proposals and selecting the lowest lumpsum financial quote as a preferred bidder. However this in contradiction to the QCBS method of selection specified earlier in the RFP document. Kindly clarify the selection methodology.	This is combined QCBS method. The procedure indicated in the document will be adopted.
35	Clause 2.15.4		Similar Clause 2.15.4 suggests matching of the financial quote of the lowest bidder. However since this is a QCBS proposal the selection should be based on the next highest rank of the bidder. Kindly clarify.	See reply above 34.
36	Clause 2.21		Clause 2.21 talks about the performance security of 5% of the assignment value, whereas the draft agreement talks about the performance security as 10% of the assignment value. Kindly clarify this discrepancy and also consider reducing this amount to 3% of the assignment value.	The Performance Security mentioned in clause 2.21.1 (page 29) stands corrected to 10% of the Agreement Value as also provided vide clause 7.1 (pg 88) of draft agreement.

37	Clause 2.26.2		Clause 2.26.2 talks about availability of Key Personnel during implementation of the agreement. Kindly clarify if all the Key Personnel are required or only the Team Leader and Financial Expert are required.	Team Leader and Financial Expert should be available throughout, whereas others shall have to be made available depending upon the milestone/deliverables and the requirement of the TAC.
38	Clause 2.27		Clause 2.27 talks about indemnifying the Authority for 3 times the assignment value for any loss or damage due to deficiency in services. This is too high. The liability should be limited to the assignment value as stated in the agreement.	No. Will remain the same.
39	Clause 3.1.3 (B)		Clause 3.1.3 (B) says minimum value of assignment be Rs. 50 crores. Kindly clarify if this means that the Project Cost be Rs. 50 crores	The Financial Capacity requirement in the document will be followed.
40	Clause 5.2:		Clause 5.2: The timelines for market survey and preparation of draft detailed project report are too short. Given the scope of the assignment and technical inputs sought for surveys and concept plan, it is requested to extend the timeline for these deliverables from 1 week to at least 3 weeks for each milestone.	Time schedule revised. Refer SI No. 14 above.
41			Clause 5.2: It is requested that the amount of money for the last milestone be reduced from 20% to 10% and the balance 10% be kept for the milestone relating to the preparation of the bid documents for the selection of	No. Will remain the same as provided in RFP.

			an Independent Engineer	
42	Clause 7.2:		Clause 7.2: Are the Key Personnel to be deputed at Puducherry for the entire duration of the assignment?	Refer SI No. 37 above.
43	Clause 7.2:		Clause 7.2: Would the Authority provide office space for the working of the key personnel?	Can be considered against payment.
44	Clause 8.5:		Clause 8.5: This clause talks about monthly progress reports to be submitted to the client. We feel that this is not required as the duration of the feasibility is just 5-6 weeks and during the bid process stage, majority of the time would be taken by the bidders to prepare their proposals. Hence requesting you to eliminate this reporting requirement.	No. Will remain the same as provided in RFP.
45	Clause 10.1:		Clause 10.1: Completion of services shall be deemed to be have been achieved on expiry of 90 days from the submission of last deliverable. The agreement specifies this duration as 60 days. We request that this be reduced to 30 days as there is a penalty clause on the delay of payment beyond 30 days	In clause 10.1 (page 63) the period 90 days should be read as 60 days.
46			The TOR specifies preparation of cost estimates for the project development. However, cost estimates cannot be prepared unless there is a preliminary layout plan and design plan for the development as well as some	The TOR requires the TAC to prepare the cost estimates for conceptual project components. Hence this is implied that the realistic Cost estimates for conceptual project components are to be prepared by TAC with help of relevant Technical expert on area basis.

			technical assessments. However, these aspects (project preliminary design plan and preliminary technical assessment) has not been directly included in the TOR although the related personnel are specified in the team. We would request client to clearly specify the TOR for the design and technical assessments for the project as these are capable of various interpretation.	
47	Clause 1.8		Clause 1.8 suggests that the bidders can propose one person for both the positions. Is it a correct understanding?	The clause 1.8.2. shall be read as - “The Authority may require the Team Leader and 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”.
48	Clauses 2.9.1 & 2.9.2		It is requested that the notice period for termination should be 30 days for both the parties	No. Will remain the same as provided in RFP.
49	Clause 2.9.5:		The treatment of performance security on termination is not specified. Kindly clarify.	Please refer clause 7 of agreement.
50			Requesting the insertion of the clause relating to the liability of the authority in case of negligence or willful misconduct	Not applicable.
51	Clause 3.5 (b):		Requesting the reduction of the time period for inspection of accounts post termination or expiration from 1 year to 3 months	No. Will remain the same as provided in RFP.
52			Clause 6.3 (c): Same query as query no 15 above;	-----

53	Clause 7.1.1:		Same query as query no 6 above. In addition it is requested that the Performance Security be submitted as a Bank Guarantee as per format at Annex 7 and not as deduction of 10% from every invoice.	In case the TAC furnishes a Bank Guarantee of 10% no additional deduction would be made from payments made for achieving milestones and delivery of appropriate reports.Pl refer clause 7.1.3 (pg 88)
54	Clause 7.1.2:		Does it mean that there is a separate payment schedule for the Financial Consultant. Kindly clarify	Read as TAC instead of Financial Consultant.
55	Clause 7.2.3		The Bid Security is returnable to the Consultant after 15 days from the date of issue LOA. Requesting removal of the term Bid Security from this clause.	No. Will remain the same as provided in RFP.
56	Clause 7.3:		Kindly clarify the clause. What actions will amount to significant deficiencies? Also please provide the details of the penal actions to be taken. Is there a financial penalty? If so please specify the amount.	Please refer clauses 7, 7.2 and 7.3.
57			Form 8 and 8A: What is the difference between the two formats	Form 8 A heading should be read as “Abstract of other relevant experience of key personnel” as mentioned in page 22 of the document.
58	Clause 3.1.3 (1) (2)	A. 30% of the maximum marks i.e. 15 marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant for each Eligible Assignment above the eligibility criteria @ 3 marks per assignment	Kindly clarify whether an eligible assignment on which the key personnel has worked for the applicant would be considered under both criteria? Whether an eligible assignment on which two or more Key Personnel have worked would be considered towards both of their experience separately?	The marks will be assigned as per clause 3 (page 33).

59	Page 96-98 Annex 6	Annex – 6 Payment Schedule***	As per our experience the proposed time line is insufficient for providing the scope of services mentioned. We propose that the time line should be extended so that the first five activities can be completed in 4 months and the rest seven activities can be completed in next 4 months	Please refer Sl. No. 14 above and Annexure 2 of this clarification.
60	Clause 2.21.3		In page 25 of RFP it has been mentioned to Ref clause 2.21.3 but there is no such clause described in this RFP so kindly describe about the clause 2.21.3	Should be read as clause 2.22.5.
61	7.1		In sub clause (D) the professional experience required for eligibility of financial consultant, associate consultant architect /technical, Associate consultant Legal is 15 years, 5 years, 7 years respectively, but in clause 7.1 the essential experience required is mentioned as 5 years, 15 years, 15 years, respectively, so kindly clarify	Please refer to Sl. No. 24 and Annexure 2 of this clarification.
62			In clause 3.1.3 it is mentioned that no score will be awarded to Key Personnel for fulfilling the eligibility criteria of minimum number of eligible assignments and only projects exceeding the eligibility criteria shall qualify for scoring, but for item code 2(d), 2(e) 2(f) of clause it is mentioned that the minimum	For all the key personnel the minimum eligible assignments should be read as 5 wherever applicable in the document. No marks would be given for meeting the criteria. Marks would be awarded for achieving more than the eligibility criteria.

			eligible criteria is 2 projects but no marks will be given for 5 eligible projects, kindly clarify	
63	2.2.2	Professional experience 20 years 15 years 5 years so on	The qualification and professional experience of the Key personnel indicated clause 2.2.2 and that indicated in clause 7.1 do not match with each other. This may be clarified.	Please refer SI No. 24 and Annexure 2 in this clarification.
64	2.21.1(page 29)		The selected consultant is required to furnish a Performance Security for an amount equivalent to 5% of the awarded lumpsum fee. However as per clause 7.1.1. draft consultancy agreement (page 88) the performance security is envisaged as 10% of the agreement value that shall be deducted from the bill amount of the consultant. Kindly clarify the exact amount of performance security and mode of furnishing the same	10 % as Bank guarantee else or 10% would be deducted from due payments.
65	Front page table 1	Name of project - Development of Multi Product Zone at Kalapet, Pondicherry, U.T. of Puducherry under PPP Mode	We assume that name of project is <i>Transaction Advisory Consultancy Services for Hotel Pondicherry Ashok Development of Tourism Zone at Kalapet, Pondicherry, UT of Puducherry under PPP Mode</i>	Yes.
66	1.1.3 and 3.6 10 and 53	Prepare Concession Agreement (Draft & Final)	Clause 1.1.3 states <i>The Technical Consultant will prepare the Feasibility Report and the Legal Consultants associated will prepare the draft concession agreement based on the Model</i>	TAC will prepare draft and final Concessionaire Agreement based on model Concession agreement and take into account any to- date revisions, if any.

			<p><i>Concession Agreement (MCA) and other relevant documentation for this work. The Transaction Advisory Consultant shall develop the revenue model and project structure in accordance with the Terms of Reference specified at Schedule-1 (the "TOR") and assist the Authority in the bidding process. While clause 3.6 states</i></p> <p><i>The Consultant shall prepare the draft Concession agreement (CA) to be provided to the Developer/ Bidder at the time of bidding and take into account the revisions of MCA, if any, while drafting this Concession Agreement.</i></p> <p>Kindly clarify the above</p>	
67	3.1.2 Evaluation of Technical proposals 33	<i>Each Key Personnel must score a minimum of 70% marks, except as provided herein</i>	Kindly include the weightage of 70% for criteria - Experience of all Key Personnel	The scoring criteria as mentioned in the documents will be adhered to.
68	3.1.3 Scoring Criteria 34	Experience of the Applicant - comparative size and quality of Eligible Assignments – Max. 20 marks	Kindly elaborate	The scoring criteria as mentioned in the documents will be adhered to.

69	5.2 Milestone payments 56	Current milestone payments		Proposed milestone payments			Please refer to Sl.No. 14 and Annexure 1 of this clarification.	
			Reports	Week		Reports		Week
					1	Inception report		1
		1	Inception report	1	2	Market survey report		4
		2	Market survey report	1	3	Legal due diligence report		4
		3	Legal due diligence report	1	4	Draft DPR and presentation		2
		4	Draft DPR and presentation	1	5	Final DPR and presentation		2
		5	Final DPR and presentation	1	6	Prequalification document		2
		6	Prequalification document	2	7	Evaluation report		1
		7	Evaluation report	1	8	RFP document		2
		8	RFP document	2	9	RFP evaluation		2
		9	RFP evaluation	2	10	Final report		2
		10	Final report	1	11	Independent engineer		2
		11	Independent engineer	1	12	Project completion report		1
12	Project completion report	1		Total	25			
	Total	15		Total	25			
70	5.2 Milestone payments – Inception report/ 56	Inception Report including Independent Report designs, distinct matrix of Processing Zone and Non Processing Zone	Kindly clarify if the tourism zone comprises of Processing Zone and Non Processing Zone	<p>The clause 3.2.1.7 may be read as follows - “The Consultant shall prepare Concept Plan, Development plan and then accordingly prepare Business Plan that shall give the output in the form of appropriate components to be created such as Tourism Zone in accordance with the prevailing State/ Central Government Rules, the Phases of Development, Financing Plan with Project Cost and estimates with the Means of Financing and assess the cash flow requirement of Bidders and arrive at stringent documentations. Consultant may suggest the format of Comfort Letters / details to be obtained from Banks/ Financial Institutions for financing the debt requirement, equity commitment letters etc”.</p>				
71	5.2 Milestone payments - Market	The report shall analyze the potential for development of SEZ Methodology to be adopted for the demand for the Project indicating	We assume it is Tourism zone instead of SEZ	Yes.				

	Survey Report with details of demand / 56	the BEST USE Option Study.		
73	2.2.2 and 7.1 Consultancy team - Financial Consultant / 16 and 60	Years of experience of Financial Consultant – 5 years or 15 years	We suggest to kindly consider experience of 10 years	No.
74	2.2.2 and 7.1 Consultancy team - Associate Technical Consultant / Technical Consultant /16 and 60	Years of experience of Associate Technical Consultant / Technical Consultant - 5 years or 15 years	We suggest to kindly consider experience of 10 years	No.
	7.1 Consultancy team – Environment analyst /60	Responsible for conducting environmental impact study including CRZ and sustainability and other regulations.	Kindly clarify if EIA study is required for the project.	EIA study would be required upto the extent of preparing the conceptual report and sustainability of the project component(s) proposed in respect of various applicable regulations
75	Clause 2.27 32	Indemnity	Request you to kindly replace the indemnity given in this clause with the following:- "The Consultant shall indemnify the Authority against all direct losses, damages, liabilities and claims arising out if the consultant Fraud, willful misconduct, breach of confidentiality and Breach of Consultant's or third party Intellectual Property Right"	No. Will remain the same.
76	Schedule -2 Clause 3.4 81	Liability of the Consultant	<i>Notwithstanding anything contained in this Agreement, the aggregate liability of the selected consultant in connection with the services to be performed hereunder, shall in no event exceed the contract price.</i>	As stated in RFP.

			<i>The selected consultant shall only be liable for the direct damages or loss arising out this agreement or otherwise from its services and not for any indirect or consequential damages."</i>	
77	Schedule -2 Clause 9.4 91	Arbitration	<i>PAHCL unilateral right to resolve the dispute through sole arbitration of MD, PAHCL or any other person appointed by MD is not acceptable to us. Dispute if any arises shall be settled by either (i) a sole arbitrator to be appointed jointly by the parties, or (ii) three arbitrators to be appointed, one each by EY and the client, and the third (presiding) arbitrator to be appointed jointly by the arbitrators individually appointed.</i>	In case of non resolution at the level of MD the same can be escalated. The clause remains as in RFP
78	Page 12, Section 1.8	i. Last date for receiving queries/clarifications – 18th August 2011	May we respectfully suggest that the last date is changed to an earlier date as it is also the deadline for final submission of the proposals. We propose that the date is changed to 28th July, 2011.	Not applicable now.
79	Page 14		Looking at the scope of the work, based on our experience, we propose that 'PPP Expert' and 'Bid Process Management Expert' positions are added to the team.	Please refer to clause 7.0 (page 60) wherein the essential experience of the key personnel such as Team Leader, Financial Consultant and Legal Associate asks for experience in PPP projects.
80	Page 36	Surveyor of land 'No marks for 5 Eligible Assignments.'	We believe that this should be changed to 'No marks for 2 eligible assignments' as the eligibility is 2 assignments.	Please refer to Sl.No. 62 in this clarification.
81		Tourism Analyst 'No marks for 5 Eligible Assignments.'	We believe that this should be changed to 'No marks for 2 eligible assignments' as the eligibility is 2 assignments.	Please refer to Sl.No. 62 in this clarification.
82		Environmental Analyst 'No marks for 5 Eligible Assignments'	We believe that this should be changed to 'No marks for 2 eligible assignments' as the eligibility is 2 assignments.	Please refer to Sl.No. 62 in this clarification.

83	Page 36 & 37	While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.	We request you to kindly clarify whether proportioning will be done or absolute scores will be provided. Two different provisions seem to be mentioned on both pages. This is requested to be clarified.	Absolute scores will be awarded based on the eligible assignments as indicated in clause 3.0 (page 33) of the document.
84	Page 48	Details of existing land area	We would like to understand whether the land is in possession of PAHCL? Does the land lie on CRZ/protected area? Whether any clearances for land have been already taken?	Land is in possession of PAHCL. Part of the land may lie in CRZ zone. However, EIA study would clarify the same. Clearance if any required would be got by the respective Developer.
85	Page 59, Section 5.6 & page 54	20% (twenty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within (18) Eighteen months of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 32 weeks from the Effective Date, including travel and personnel costs at the agreed rates. Costs of Services till the 110 weeks from the Effective Date are to be included in the Financial Proposal whereas payment for Services beyond 32 weeks shall form part of Lump sum payment to be made as specified in Clauses; 10.1 and 10.2.	With respect to the fee quote to be put in the financial proposal, we respectfully request you to clarify as to costs (fee and/or reimbursable) upto which period after the effective date should be included in the fee quote: a. 12 weeks, or b. 32 weeks, or c. 110 months We request you to kindly also clarify the payment schedule accordingly. In addition, we understand that 20% of the agreement value will be paid to the Consultant upon execution of the Concession Agreement. We request you to kindly indicate if this 20% cost is to be included in the fee quote in the financial proposal or it would be in addition to the fee quote.	TAC would quote firm rates for the period of performance out of which 20 % of the fee quoted would be payable only on execution of all Concession Agreement(s).

86	Page 51 Section 3.2.1.7	The Consultant shall prepare Concept Plan, Development plan and then accordingly prepare Business Plan that shall give the output in the form of an appropriate components to be created such as Processing Area (PA) and Non-Processing Area (NPA) in accordance with the SEZ Rules of the Central Government, Phases of Development, Financing Plan with Project Cost and estimates with the Means of Financing and assess the cash flow requirement of Bidders and arrive at stringent documentations.	The reference to SEZs seems to be out of place. The scope of services mentioned in Section 3.1 does not envisage preparation of concept/development plan etc. Based on our experience, we believe that the Development plan/ master planning are best left to the developers – depending on their analysis of market dynamics- these could be monitored by PAHCL for compliance with the project components and the building norms.	With regard to clarification in case of SEZ please refer to Sl.No.70 in this clarification. The entire Clause 3.0 - “Scope of Services” (page 49 of the document) clearly explains objective of the Authority.
87			We request you to kindly let us know if any feasibility study/any other study have been conducted previously for the project and if those be shared with us?	No feasibility study has been prepared.
88	Clause 2.2.2 (D) & Terms of Reference (ToR) Clause 7.1		As per Eligibility Conditions in Clause 2.2.2 (D), minimum Professional Experience required for Financial Consultant is 15 years, whereas Clause 7.1 of ToR states that Financial Consultant should have minimum 5 years of experience in related field. Please clarify the mismatch.	Please refer Sl. No. 24 and Annexure 2 of this clarification.
89	Clause 2.2.2 (D) & Terms of Reference (ToR) Clause 7.1		As per Eligibility Conditions in Clause 2.2.2 (D), minimum Professional Experience required for Associate Technical Consultant/ Technical Consultant is 5 years, whereas Clause 7.1 of ToR states that Associate Technical Consultant/ Technical Consultant should have minimum 15 years of	Please refer Sl. No. 24 and Annexure 2 of this clarification.

			professional experience. Please clarify the mismatch.	
90	Clause 2.2.2 (D) & Terms of Reference (ToR) Clause 7.1		As per Eligibility Conditions in Clause 2.2.2 (D), minimum Professional Experience required for Associate Legal Consultant/ Legal Expert is 7 years, whereas Clause 7.1 of ToR states that Associate Legal Consultant/ Legal Expert should have minimum 15 years of professional experience. Please clarify the mismatch.	Please refer Sl. No. 24 and Annexure 2 of this clarification.
91	Terms of Reference (ToR) Clause 5.2		Sl. No. 11 Deliverable of the table (Preparation of RFQ & RFP and selection of Independent Engineer), does this mean that consultancy for procurement and selection of Independent Engineer would also come under the scope of work for Consultancy Services? Kindly clarify	The Scope of Services includes selection of Independent Engineer. Please refer to clause 3.1.(xiv) page 50 of the document.