

## Responses to the Bidder Queries

S.No	Clause No.	Item	Clause	Bidder's Query	Authority Response
1.	RFP 1.2 (X), page no-11	Request for proposals	Assit the Authority in arriving at an amicable settlement of disputes between the parties to the Contracts.	We understand that this will be limited to only during the consultancy contract period of 36 months. Kindly confirm.	Assignment period is only 36 months.
2.	RFP 1.7, page no-13	Bid Security and Performance Security	A bidder is required to deposit, along with its bid, a bid security of INR 5,00,000 (Five Lacs Only) (the "Bid Security"), refundable no later than 60 (sixty days) from the bid Due Date.	Please provide the format for Bid security.	Agreed.  Please refer Amendment 1.
3.	RFP 1.10, page no-14	Bid Parameter	Selection of the Consultant shall be made on the basis of lowest percentage quoted for Consultancy services in terms of the Total Project Cost.	We request you to allow selection process on Quality and Cost Based Selection (QCBS) as 80:20 weightage for Technical & Financial proposal. As same procedure is followed by CIDCO for New International Airport in Mumbai and other clients like RVNL, NHAI & MORTH in their infrastructure projects. For kind consideration, please.	RFP prevails.
4.	RFP, page no-9	Schedule of Selection Process	Bid Due Date / Bid Submission Date	We request client to keep date of submission after 30 days from the date of response to queries received from the Authority, so that the consultant would be able to finalise the bid in line with the prebid replies. For kind consideration, please.	RFP prevails
5.	RFP 2.2.2(D) of section-2-Instructions to Applicants & Cl. 7.1 (f) of TOR	Key Personnel Qualification	Techno Legal Expert	Very rare to get an Civil Engineer with law degree as mentioned. We request to consider Civil Engineer with relevant experience in Contract Management in line with the tenders of NHAI/ MORTH etc.	Agreed.
6.	RFP 2.2.2 (A), page no-19	Technical Capacity	The Applicant shall have over the past 5 (five) years preceding the Bid due date.	We Request you to kindly consider past 10 (ten) years preceding the Bid due date.	RFP prevails
7.	RFP 2.2.2(D), page no-19	conditions of Eligibility for key personnel: Eligible Assignments	Should have worked in similar capacity as a Structural Engineer on at least two Eligible Assignments having contract value of Rs. 100cr.	The requirement of two Eligible Assignments having contract value of Rs. 100cr. Each or one Eligible Assignment of Rs. 200 cr may please be withdrawn.	RFP prevails

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			Each or one Eligible assignments of Rs. 200 cr..		
8.	RFP 2.2.2(D), page no-19	conditions of Eligibility for key personnel: Blasting and Explosives Expert	Graduate in <b>Mining Engineering or equivalent</b>	We request that Graduate in civil Engineering with desired experience may also be considered.	Agreed. Civil Engineer Graduate with relevant experience is required.
9.	RFP 2.2.2 (D), page 20	Conditions of Eligibility for Key Personnel. Construction Expert-cum – Team Leader (the “Team Leader”)	Experience on Eligible Assignments: Should have led multi-disciplinary team on atleast three Eligible Assignments having contract value of Rs. 200 Cr. each or two Eligible Assignments of Rs. 100 Cr. each of which one assignment shall be a “Category A” Eligible Assignment.	We understand the contract values for two and three eligible assignments are interchanged and the clause should actually read as “Should have led multidisciplinary team on atleast three Eligible Assignments having contract value of Rs. 100 Cr. each or two Eligible Assignments of Rs. 200 Cr. each of which one assignment shall be a “Category A” Eligible Assignment”. Please confirm	Agreed. Modified clause 2.2.2(D) to be read as “Experience on Eligible Assignments: Should have led multi-disciplinary team on atleast three Eligible Assignments having contract value of Rs. <b>100 Cr.</b> each or two Eligible Assignments of Rs. <b>200 Cr.</b> each of which one assignment shall be a “Category A” Eligible Assignment.”
10.	RFP 2.14.2(d), page no-31	Technical proposal	CVs of all professional personnel to be uploaded should be included.	Kindly clarify whether hiring of key personnel (new recruitment) for this project allowed with undertaking from them on this project for the entire project duration. Kindly calrify	Agreed.
11.	RFP 2.16, page no-34	Submission of Proposal	2.16.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the reports submitted by the Independent Engineer to the Authority and discharge of all obligations of the Independent Engineer under the Agreement.	How the consultant wil be compensated in case of time overrun? We request that for the extended period the Man month rates quoted may be increased @ 15% per year.	For the extended period, the Man month rates will be mutually agreed/decided.
12.	RFP 2.6, page no - 25 and 5.1 page no- 47	Site Visit and Verification of Information/ Visit your Site	Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as notified by the Authority. Site visit of the Applicants shall be convened at the designated date, time and place as specified in the RFP.	The date, time and venue are not given in RFP. We request client to give the date, time and venue before 10 days of bid due date. For kind consideration, please.	Site visit is planned on 15/11/2018. Intended bidders are advised to meet at NIAL office at Nellore at 1200 hrs.  Bidders are requested to confirm the number of participants (max 02) by 13/11/2018, EoD

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13.	RFP 2.26, page no-40 and Agreement Clause : 4.4, Page-97	Clause 2.26, Page-40 :Substitution of Key Personnel And Agreement Clause : 4.4, Page- 97:Substitution of Key Personnel	<b>Clause 2.26, Page-40:</b> The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. <b>Such substitution shall ordinarily be limited to three (3) Key Personnel</b> subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. <b>As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration</b> specified for the original Key Personnel shall be deducted from the payments due to the Independent Engineer.  And <b>Agreement Clause : 4.4, Page- 97: substitution shall be limited to not more than two Key Personnel</b> subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to <b>reduction of remuneration equal to 20% (twenty percent) of the total remuneration</b> specified for the Key Personnel who is proposed to be substituted.	There is a discrepancy between <b>Clause 2.26, Page-40 and Agreement Clause : 4.4, Page- 97 regarding Substitution of Key Personnel; We understand that the clause 2.6 quoted at page 40 would prevail, kindly confirm</b>	Para 2.26 in RFP prevails.
14.	RFP 2.26.2, Page no-40	Substitution of Key Personnel	The Authority will not consider substitution of Key Personnel except	We request you to kindly remove the penalty on remuneration over substitution of key personnel.	RFP prevails

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			for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to three (3) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Independent Engineer. In the case of a second & third substitution hereunder, such deduction shall be 10% (ten per cent) for each person, of the remuneration specified for the original Key		
15.	RFP 2.27, page no- 41	Indemnity	The Independent Engineer shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.	We request to kindly reduce the indemnity to One (1) times the value of the agreement.	Partially agreed.  Modified RFP 2.27 to be read as "The Independent Engineer shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding <b>2 (two) times</b> the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services".
16.	RFP 2.30, page no- 41	Commencement of Assignment	The Independent Engineer shall commence the Services at the Site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed.	We request client to keep commencement of services at site within 30 days instead of 7 days of the Agreement, so that the mobilisation of all Key Personnel and logistics is done effectively within 30 days. For kind consideration, please.	Agreed.  Modified RFP 2.30 to be read as "The Independent Engineer shall commence the Services at the Site within <b>30(Thirty)</b> days of the date of the Agreement, or such other date as may be mutually agreed".

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17.	RFP 3.1.2, page no-43	Eligible Experience	Category A Projects	kindly consider airports projects in this category also since such projects also involve excavation, earth work, rock fills, etc.	Agreed.
18.	RFP 3.1.3, page no-43	Eligible Assignments	....in case of projects in India shall be deemed as eligible assignments under this RFP.	We Request you to kindly consider projects "Outside India" also as eligible assignments.	Agreed.
19.	RFP 3.1.3, page no-43	Eligible Assignments	....received professional fees of at least Rs. 37 (Thirty seven) Lakhs for each such assignment.....	We presume that the requirement of professional fees is for claimed projects which are substantially completed and not required for completed projects.	RFP prevails.
20.	RFP 3.1.3, page no-43	Eligible Assignments	Completed /substantially completed advisory/consultancy minimum of Three assignments each in respect of construction/civil infrastructure projects under "Category "A" with capital cost (excluding land) of not less than INR 120 (One Hundred and Twenty) Crore (or) completed /substantially completed consultancy assignments in respect of construction/civil infrastructure projects under "Category "B" with capital cost (excluding land) of not less than INR 180 (One Hundred and Eighty) Crore in case of projects in India shall be deemed as eligible assignments under this RFP(the "Eligible Assignments").	<b>Please clarify "substantially completed" Project.</b>	"substantially completed" projects means , Stage or designated portion of a construction project that is sufficiently complete in accordance with a contract for the owner to occupy and/or utilize it for its intended use, without undue interference.
21.	RFP 3.2, Page no-43	Eligible Assignments	Category A projects: Construction/ civil infrastructure works for highways/ expressways, dams, mines, tunnels or similar which largely involve works of rock blasting, excavation, earthwork, rock fills, reclamation, construction of embankment, ground improvement	Kindly clarify whether the Foreign experience will be considered or not.	Yes. It will be Considered.

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			and retaining walls/ protection structures.		
22.	RFP 3.2, Page no-43	Eligible Assignements	Category A projects: Construction/ civil infrtastructure works for highways/ expressways, dams, mines, tunnels or similar which largely involve works of rock blasting, excavation, earthwork, rock fills, reclamation, construction of embankment, ground improvement and retaining walls/ protection structures..	Kindly allow for Residential/ commercial Buildings/ township for qualification.	RFP prevails.
23.	TOR 1.1, Page no- 52	Introduction	Area of the Project	Kindly provide the area of the project	Total Project Area is 852acres.
24.	TOR 1.1, Page no- 52	Introduction	Scope of works, Land development	Please elaborate on the scope of work project components and structures, project / plot area and built up area Is land development a part of the scope of works. Please confirm.	Scope of work may vary depending on the Concessionaire`s master plan. Land development is included.  Aerodrome Code is 4E.
25.	TOR , 3.3.3 Page no -56 and Section:2-2.1.4: Page-17 & 18	Scope of Services: Construction Period Section 2: Instructions To Applicants	For purposes of this Paragraph, the tests specified in the relevant Manuals specified by the Authority in relation to structures, <b>buildings</b> and equipment (the “Quality Control Manuals”). And <b>Key Personnel: Structural Engineer (SE): Responsibilities:</b> Provide the specified services in respect of design, construction, testing of all structures including bridges, underpass, stilts, culverts, <b>buildings</b> , earth retaining and protection structures,	Scope of Services of consultancy and responsibilities of Structural Engineer covers the Building Work under the implementation of this project. So we request the client to introduce the position of Building Engineer separately as the work/ responsibilities/knowledge of Building Engineer are totally different from an Engineer who has experience in Bridges, Stilts, culverts, earth retaining and protection structures. For kind consideration, please.	RFP prevails.

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26.	TOR 3.5.16, Page no- 58.	Construction Period	The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual	We request you to modify the clause to “The Independent Engineer shall review the completion report/maintenance manual submitted by the Concessionaire / Contractor”	RFP prevails.
27.	TOR 3.6, page no-58	Operation & Maintenance period	-	What is the duration of Operation & Maintenance period	Airport Construction period of 2 years and 1 year of O&M.
28.	TOR 3.11 (b), Page no- 61	Miscellaneous	A copy of all.....and copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.	There will be a huge quantity of test results and it will be difficult to check and giving comments on all results. Therefore it is requested to fix certain percentage for comments.	RFP prevails
29.	TOR 4, Page 62	DELIVERABLES: A. Inception Report	On commencement of the Consultancy, the Independent Engineer shall within a week submit an inception report	We request client to keep time for submission of Inception Report within two weeks time instead of one week time. For kind consideration, please.	Agreed.  Modified TOR 4, to be read as “On commencement of the Consultancy, the Independent Engineer shall within <b>2 (two)</b> week submit an inception report”.
30.	TOR 5. Page 62	TIME AND PAYMENT SCHEDULE	5.1 The total duration of the Consultancy Services shall be 3(three) years.	The maintenance/ O&M period is not mentioned in RFP but in duties of key personnel it is shown in RFP. We request client to give separate detail of construction/development and O&M period. Kindly provide the same.	O&M Period is for 1 year.
31.	TOR 5, Page 64	Time and Payment Schedule	Pro-rata monthly payment for 36 (thirty six) months – 80%	We request for 50% payment to be on actual manpower deployed on site or on Equated monthly installment basis.	RFP prevails
32.	TOR 5.2 (v), Page 64	Time and Payment Schedule	In the event that the airport development Works are proceeding slower than the respective milestones specified in the Contract, the Authority may withhold upto 25% (twenty five per cent) of the monthly payments due to the Independent Engineer and release the same upon	We understand maintaining progress is PMC's job and normally doesn't come under independent engineer's responsibility, hence request you to remove this clause.	RFP prevails

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			the Contractor achieving the relevant milestones.						
33.	TOR 5.2 (vii) Page 64	Time and Payment Schedule	In the event that the airport development Works are not completed prior to expiry of the Consultancy the aforesaid payment for KD3 shall not be due or payable. In such an event, only 25% (twenty five per cent) of the amount payable for KD3 shall be due and payable upon submission of Completion Report in respect of the Consultancy and the approval thereof by the Authority.	We request you to modify/delete this clause, as the payments for Consultancy (I.E) Services will be affected for airport development Works not being completed within contract period of 36 months, for reasons not attributed to Consultancy (I.E) Services	RFP prevails				
34.	TOR 6, Page 64	Meetings	For an Independent Engineer having its office within or near the city where the Authority's office is situated, the time spent during meetings at the Authority's office shall be calculated as per actual. No travel time shall be payable.	We understand that the nearest city is Nellore and the Authority would have their office in Nellore, hence consultant would open a site office in Nellore. For confirmation, please.	RFP prevails.				
35.	TOR, 7, Page-64	Consultancy Team	Consultancy Team: Time Required on site	<p>The man-months of each expert of Consultancy team are not mentioned. The same may kindly be provided as same procedure is followed by CIDCO for New International Airport in Mumbai and other clients like NHAI/MORTH in Infrastructure projects to keep the all Consultants at same platform. Kindly modify time period/ input including site and Consultant's Head office as under:</p> <table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>(a)Construction Expert-cum-Team Leader</td> <td>36 Month</td> </tr> </tbody> </table>	Key Personnel	Time	(a)Construction Expert-cum-Team Leader	36 Month	RFP prevails.
Key Personnel	Time								
(a)Construction Expert-cum-Team Leader	36 Month								



S.No	Clause No.	Item	Clause	Bidder`s Query	Authority Response										
				<table border="1"> <tr> <td>(b)Structural Engineer</td> <td>18 Month</td> </tr> <tr> <td>(c)Electrical Expert</td> <td>12 Month</td> </tr> <tr> <td>(d)Geotechnical Expert</td> <td>12 Month</td> </tr> <tr> <td>(e)Blasting and Explosives Expert</td> <td>12 Month</td> </tr> <tr> <td>(f)Techno Legal Expert</td> <td>10 Month</td> </tr> </table>	(b)Structural Engineer	18 Month	(c)Electrical Expert	12 Month	(d)Geotechnical Expert	12 Month	(e)Blasting and Explosives Expert	12 Month	(f)Techno Legal Expert	10 Month	
(b)Structural Engineer	18 Month														
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(e)Blasting and Explosives Expert	12 Month														
(f)Techno Legal Expert	10 Month														
36.	TOR, 7, 7.1 page no.-65	Consultant team: (a) Construction Expert-cum-Team Leader	<ul style="list-style-type: none"> <li>• <b>Educational Qualifications:</b> Graduate in Civil Engineering with post graduate degree in Engineering or Management</li> <li>• <b>Essential Experience:</b> 20 (twenty) years of related experience after Post Graduation</li> </ul>	<p>The period of services is long and Looking to the criteria the required qualification criteria for key personnel are very stringent. In view of above we hereby request to relax the required key qualification &amp; experience of key personnel, suggested as under:</p> <ul style="list-style-type: none"> <li>• We request client to allow Team Leader position to have graduate in Civil Engineering and preferably post graduate in Civil Engineering.</li> <li>• We request client that Number of years of related experience after <b>Post Graduation</b> should be replaced as “15 years of experience after <b>Graduation</b>” For kind consideration, please.</li> </ul>	<p>Partially Agreed.</p> <p>Modified clause 7.1 to be read as “ Essential Experience: <b>15 (Fifteen)</b> years of related experience after Post Graduation”.</p>										
37.	TOR, 7, 7.1 page no.: 65	Consultant team: (b) Structural Engineer	<ul style="list-style-type: none"> <li>• <b>Educational Qualifications:</b> Post graduate in Structural Engineering or equivalent</li> <li>• <b>Essential Experience:</b></li> </ul>	<ul style="list-style-type: none"> <li>• We request client to allow Structural Engineer position to have graduate in Civil Engineering and preferably post graduate in Civil Engineering.</li> <li>• We request client that Number of years of</li> </ul>	<p>Partially Agreed.</p> <p>Modified clause 7.1 to be read as “ Essential Experience: <b>15 (Fifteen)</b> years of related experience after Post</p>										

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			20 (twenty) years of related experience after Post Graduation	related experience after <b>Post Graduation</b> should be replaced as “15 years of experience after <b>Graduation</b> ”. For kind consideration, please.	Graduation”.
38.	TOR, 7, 7.1 page no.: 65	Consultant team: (d) Geotechnical Expert	<ul style="list-style-type: none"> <li>• <b>Educational Qualifications:</b> Postgraduate in Soil/ Geotechnical Engineering or equivalent</li> <li>• <b>Essential Experience:</b> 20 (twenty) years of related experience after Post Graduation</li> </ul>	<ul style="list-style-type: none"> <li>• We request client to allow Geotechnical Expert position to have graduate in Civil Engineering and preferably post graduate in Civil Engineering Soil/ Geotechnical Engineering or equivalent</li> <li>• We request client that Number of years of related experience after <b>Post Graduation</b> should be replaced as “15 years of experience after <b>Graduation</b>”. For kind consideration, please.</li> </ul>	Partially Agreed.  Modified clause 7.1 to be read as “ Essential Experience: <b>15 (Fifteen)</b> years of related experience after Post Graduation”.
39.	TOR, 7, page no. 65-67	7.1 Consultant team: (a) to (f)	<b>Time required on site</b> Specified days in every 15 (fifteen) days.	We request client that replace it as “as and when required at site. It may be more or less than specified period. Kindly confirm the same	RFP prevails
40.	TOR 7.2 Page no- 65	67 Consultancy team Time required on site 3 days in every 15 days 5 days in every 15 days	Time required on site 3 days in every 15 days 5 days in every 15 days Only	Only the time required on site is mentioned, which varies between 3 to 5 days in every 15 days. Is full time deployment required for all personnel. If yes, request you to please give the man-month requirement of each position. This will avoid ambiguity and help in bringing all bidders on the same page for estimation and pricing purpose	Full time deployment of all the Personnel is not required.  RFP prevails.
41.	TOR 7.2, page no- 67	Consultancy team	The Independent Engineer shall establish a Project Office (“Project Office”) at a suitable location in the city or near the Site where the Authority’s office or the airport development works are situated, for	Will the Client provide office space to Consultancy Team (I.E) for setting up project office.	No.

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			efficient and coordinated performance of its Services.		
42.	TOR, 7, 7.2 page no.: 68	Consultant team:	It is not expected of the Independent Engineer to carry out the operations from the Head/Home Office.	We request client to allow key personnel with interminant inputs except Construction Expert-cum-Team Leader to work for this project from consultant's head office too. The relaxation for split of time has been accepted by MORTH wherein 60 percent of input is in Head office and 40 percent of input in Site, wherein the design related issues would be solved at home office after discussion with other experts already available in Home office. For kind consideration, please.	RFP prevails.
43.	TOR 7.3, Page 68	Consultancy team	The Independent Engineer shall deploy Professional Personnel other than the Key Personnel as specified in Clause 7.1 within 7 (seven) days of the date of the Agreement at the Project Office for the entire duration of the Consultancy to support the Key Personnel in performing their duties. Each of the Key Personnel mentioned at (b), (d) and (f) in Clause 7.1 shall have not more than 2 (two) support Professional Personnel with same educational qualifications (except for the Professional Personnel supporting the Techno Legal Expert in which case the qualification of degree in law shall be relaxed) and minimum of 10 years of related experience after completion of the post-graduation degree. A senior Professional Personnel from amongst the support Professional Personnel acceptable to the Authority shall be	Are professional personnel to be deployed only for the mentioned 3 key personnel positions [(b), (d) and (f)] or can be deployed for other positions as well? Please give the total number of professional and support personnel apart from key personnel so that all bidders will be on the same page.	RFP prevails

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			designated as the resident Project Manager.		
44.	TOR 10, Page no-69	Completion of Services	10.1 The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Independent engineer. The consultancy shall in any case be deemed to be completed upon expiry of 3 (three) yeras from the Effective Date, unless extended by mutual consent of the Auithority and the Independent Engineer.	Kindly clarify the time period in the light of scope given at apra 3.6 at page 58.	IE services is only for 36 months.
45.	TOR 10.2, Page 70	Completion of Services	10% (ten per cent) of the Agreement Value has been earmarked as lump sum payment to be made to the Independent Engineer upon approval of Completion Report as specified in Paragraph 5.2 (the "Lump Sum Payment").In case construction of Airport development Works is not completed upon expiry of 3(three) years from the Effective Date, Lump Sum Payment, as specified in Paragraph 5.2, shall become due to the Independent Engineer on expiry of 36 (thirty six) months from Effective Date.	Please confirm if the entire 10% of agreement value as lumpsum amount against Completion Report will be paid to Consultant (I.E) in case works are not completed upon expiry of 3(three) years from the Effective Date.	RFP prevails
46.	Agreement 3.4.4, Page 92	Limitation of Liability	This limitation of liability specified in Clause 3.4.3 shall not affect the Independent Engineer's liability, if any, for damage to Third Parties caused by the Independent Engineer or any person or firm acting on behalf of the Independent Engineer in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.	We request to reduce the limitation of liability to One (1) times the Agreement Value.	Partially Agreed. Modified 3.4.4, to be read as "This limitation of liability specified in Clause 3.4.3 shall not affect the Independent Engineer's liability, if any, for damage to Third Parties caused by the Independent Engineer or any person or firm acting on behalf of the Independent Engineer in carrying out the Services

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					subject, however, to a limit equal to <b>2 (two)</b> times the Agreement Value.”
47.	Agreement 3.5.1 (d), 93		Except in case of Third party liabilities, he insurance policies so procured shall mention the Authority as the beneficiary of the Independent Engineer and the Independent Engineer shall procure an undertaking from the insurance company to RFP for selection of Independent Engineer Andhra Pradesh Airports Development Corporation Limited this effect; provided that in the event Independent Engineer has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the Authority as the sole beneficiaryof the Independent Engineer or require an undertaking to that effect.	We request you to consider the general insurance policy that covers the risks specified in agreement and Amount of insurance cover is equivalent to agreement value.	Partially agreed.  Modified clause 3.5.1 (d) to be read as “Except in case of Third party liabilities, he insurance policies so procured shall mention the Authority as the beneficiary of the Independent Engineer and the Independent Engineer shall procure an undertaking from the insurance company to RFP for selection of Independent Engineer Andhra Pradesh Airports Development Corporation Limited this effect; provided that in the event Independent Engineer has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to <b>2 (two)</b> times the Authority as the sole beneficiaryof the Independent Engineer or require an undertaking to that effect”.
48.	Agreement Page 101 7.2.1	Liquidated Damages for Error/Variation	In case any error or variation is detected in the Consultancy Services rendered by the Independent Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Independent Engineer, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Independent Engineer by way of deemed liquidated damages subject to a maximum of 50% (fifty per cent) of the Agreement Value.	We request to reduce the ceiling amount of liquidated damages to 5% of the Agreement Value.	RFP prevails

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49.	APPENDIX-1 page no-140	Form-12 Curriculum Vitae (CV) of Professional Personnel	Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation .	We suggest that signature of authorized signatory of the bidder would be sufficient at bidding stage. Kindly consider	Agreed.
50.	APPENDIX-2, Page no- 144 & 147	Form-2	Provision for Vehicles.	The provision for vehicles is not taken in financial proposal. We request client to keep provision in FP for atleast 2 Nos. Of vehicles for IE . Kindly provide.	Form 2 under VIII, this cost can be covered under Misc.
51.	APPENDIX-2, Page no-145	Notes -8	No escalation on any account will be payable on the above amounts.	The assignment period is so long therefore Escalation should be paid to the Consultant after every one year @8%, this practice is followed by NHAI/MORTH for their infrastructure projects. Kindly confirm.	RFP prevails.
52.	General			Please clarify that for the Foreign Company participating on the name of its 100% subsidiary company registered in India and the projects (eligible assignment) of the Group of/Parent companies completed in different countries will be accepted for passing the technical qualification criteria.	Considered provided Bidder has to submit Article of Association, and Certification from Statutory Auditor for the same.