

Reply to Pre-Bid Queries for Request for Proposal for Selection of Project Management Consultant for:

- (a) Construction of Cultural Complexes at Kollam, Palakkad and Kasargod.
 (b) Construction of Multiplex Cinema Theater Complexes at Kayamkulam, Payyannur, Perambra and Alagappanagar.

Sl. No.	Raised by	Query	Clause No	Changes suggested by PMC Firms	Reply of KSFDC
1	Grant Thornton India LLP	Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.	2.2.2 Page 12	Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4."	RFP condition remain same
2	Grant Thornton India LLP	"Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received PDD, received professional fees of at least Rs. 25 (twenty-five) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD."	3.1.4 Page:34	Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 10 (ten) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed or ongoing projects the relevant assignment prior to PDD."	RFP condition remain same
3	Grant Thornton India LLP	"Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 50 (fifty) lakh."	3.1.4 Page:34	Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 25 (twenty-five) lakh."	RFP condition remain same
4	CBRE	The Authority invites proposals	Page 07	Request to please clarify that the role of	Obtaining mandatory approvals from

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	<p>South Asia Private Limited</p>	<p>(the "Proposals") for selection of a Project Management Consultant (the "Consultant"). The Scope of work shall include submission of records to relevant departments for obtaining building permit for each project, review and proof checking of existing design, project management, construction supervision and quality control etc., in conformity with the TOR (collectively the "Consultancy").</p>	<p>Sl.No. 1.2</p>	<p>PMC shall be to assist client as liaisoning with government bodies shall not be scope of PMC</p>	<p>concerned LSGD and other departments whatever necessary shall come under the scope of PMC.. All the mandatory fees shall be paid separately by the Authority towards it. For Cultural complexes at Kollam, Kasaragode and Palghat and theatre complex at Alagappanagar this shall be undertaken directly by the Authority for which necessary support need be given if required. But, all the connected Governmental mandatory fees shall be reimbursed to PMC, on production of its receipts.</p>
<p align="center">5</p>	<p>CBRE South Asia Private Limited</p>	<p>An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this</p>	<p align="center">Page 17 2.3.4</p>	<p>We understand that Any Conflict of Interest post award of the contract shall be governed by the corresponding provisions of the Agreement; hence this needs to be deleted.</p>	<p align="center">RFP condition remain same</p>

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	<p>restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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 Consultant's firm 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>6 CBRE South Asia Private Limited</p>	<p>It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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</p>	<p>Page 40 Sl. 6.3</p>	<p>As a PMC/ any company we cannot provide a blanket waiver; hence request to please delete the clause</p>	<p>RFP condition remain same</p>

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		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			
7	CBRE South Asia Private Limited	Ensure all statutory compliances applicable to the project	Schedule Page 45 SI no.3 (iii)	We understand that PMC shall assist in ensuring all statutory compliances are in place. Please confirm	RFP condition remain same
8	CBRE South Asia Private Limited	Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):	Page 72 2.9.5 Payment upon Termination	Request to please insert The word "undisputed" to be inserted before the word 'amount'.	RFP condition remain same
9	CBRE South Asia Private Limited	Disputes about Events of Termination	Page 72 SI 2.9.6	Request for deletion as Any and all disputes will be resolved in accordance with clause 9	RFP condition remain same

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10	CBRE South Asia Private Limited	3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.	Page 73 3.2 Conflict of Interest 3.2.1	Request to please insert after the word 'Interest': "that has a material adverse impact on the Consultant's performance of Services under this Agreement	RFP condition remain same
11	CBRE South Asia Private Limited	Prohibition of conflicting activities (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or	Page 73 3.2.3	(a) Request to Please insert the word "materially" before conflict Please delete	RFP condition remain same RFP condition remain same
12	CBRE South Asia Private Limited	(l) The Parties hereto agree that in case of negligence or wilful 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	Page 76 SI 3.4.3	(i) Request to Please insert the following at the beginning of clause 3.4.3: "Notwithstanding anything to the contrary in this Agreement	(i) This is accepted, and so the clause 3.4.3 is modified, by adding the sentence "Notwithstanding anything to the contrary in this Agreement" The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant of.....

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13	CBRE South Asia Private Limited	<p>liable to the Authority</p> <p>(ii) 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 in accordance with Clause 3.5.2, whichever of (a) or (b) is higher</p> <p>(a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.</p>	<p>Page 76 3.5.1</p>	<p>(ii) Request to Please insert the following after the word 'exceeds': "the fee paid to the Consultant under this Agreement or the relevant SOW during the preceding 12 months (excluding any reimbursable items and charges described in this Agreement or such SOW), as the case may be."</p>	<p>(ii) RFP condition remain same</p>
14	CBRE South	<p>Accounting, inspection and auditing</p>	<p>Page 78 3.6</p>	<p>Please insert the following at the end of sub-clause. b): "Any such inspection shall be upon reasonable prior written notice to</p>	<p>RFP condition remain same</p>

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15	Asia Private Limited	9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute	Page 83 6.3 Mode of billing and payment	Consultant and only those records as relate specifically to Consultant's services under this Agreement shall be inspected. Access to records shall not include Consultant's proprietary cost records and internal working papers."	RFP condition remain same
16	CBRE South Asia Private Limited	In the event of any Dispute between the Parties, either Party may call upon Secretary, Cultural Affairs Department and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If	Page 86 9.3 Conciliation	Our Request As per confidentiality and legal requirements please delete the highlighted	RFP condition remain same

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17	CBRE South Asia Private Limited	<p>such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.</p>	Page 86 9.4 Arbitration	In interest of both parties fulfilling their duties timely, please delete the highlighted	RFP condition remain same
		<p>Arbitration shall not be a measure of resolution. If the conciliation talks referred above does not become fruitful then, it can be referred to the Chief Secretary, Government Secretariat, Thiruvananthapuram. If the attempt for resolution by Chief Secretary fails then it can be challenged in the court of law for which the jurisdiction should be Thiruvananthapuram alone</p>			

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18	CBRE South Asia Private Limited		<p>Request to please insert :</p> <p>Please insert the following as clause 10: "10. Authority's Acknowledgments</p> <p>Please insert the following as clause 11: "11. Environmental Matters and Preexisting conditions</p>	<p>Additional Clauses mentioned by CBRE South Asia Private Limited for adding in clause No.10 and Clause No.11 is not acceptable to KSFDC and cannot be considered.</p>
19	M/s. PEMS		<p>In RFP there is no mention about exemption on EMD and Tender Fee, whereas it is mentioned exemption allowed, YES in e-tendering system for the work. As we are NSIC registered firm are we admissible for exemption, Please clarify</p>	<p>Firms having appropriate certificates from government for allowing exemptions are admitted to exemption to that extent.</p>
20	M/s. PEMS		<p>In case of joint venture as a lead member are we eligible for exemption</p>	<p>YES, Please refer 2. INSTRUCTIONS TO APPLICANTS A. GENERAL 2.1 Scope of Proposal,</p>

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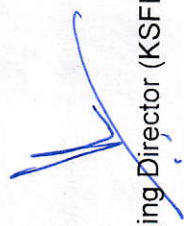
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21	M/s. PEMS	<p>1. Project Manager cum Team Leader-Educational qualification- Graduate in Civil Engineering /Post graduate in Civil Eng/Management. Experience on eligible assignments-should have led the Project Management Consultancy teams for 2 eligible Assignments</p>	<p>2. INSTRUCTIONS TO APPLICANTS.</p> <p>2.2 Conditions of Eligibility of Applicants</p>	<p>This is very difficult to get personnel in this criteria. This point was discussed during pre-bid meeting to reduce the amount of project cost executed by any individual from Rs 80 crore single project to combined project cost. This is not done.</p>	<p>Wherein, it is clearly mentioned. RFP condition remain same</p>
22	M/s. PEMS	<p>2. Structural Engineer: Graduate in Civil Engineering and Masters in Structural Engineering Length of exp, 10 years</p>	<p>2.2 Conditions of Eligibility of Applicants</p>	<p>Should have worked as a Structural Engineer for 2 (two) Eligible Assignments In this case in two projects no one can cover Rs 80 Crores</p>	<p>RFP condition remain same</p>
23	M/s. PEMS	<p>3. Contract Management Specialist cum Billing Engineer: Graduate in Civil Engineering. Additional weightage for post graduate qualification in Engineering or management</p>	<p>2.2 Conditions of Eligibility of Applicants</p>	<p>In this case in two projects no one can cover Rs 80 Crores Should have worked as a Contract Management Specialist/Billing Engineer for 2 (two) Eligible Assignments. In this case Diploma Holders were to be added</p>	<p>Diploma holders inclusion may be considered. Accordingly, the qualifying criteria of Contract Management Specialist may be redesigned as, "Graduate in Civil Engineering.</p>

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	Length of Exp: 7 years,	s	by 15 yrs experience which is missing,	Additional weightage for post graduate qualification in Engineering or management With 7 years Experience or Diploma in Civil Engineering with 15 years service in the field."
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 Managing Director (KSFDC)