

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

Sr. No.	Reference to RFP	Queries / Clarifications	DIF Response
1.	1.8: Schedule of Selection Process	<p>The date for response to queries is 19th May 2016 whereas the proposal due date is 27th May 2016. There is only 8 days period between the response to queries and proposal due date.</p> <p>It is requested that at least 15 days be provided post clarification on pre-bid queries. Accordingly, the last date for submission of proposal may suitably be extended.</p>	No change proposed.
2.	“2.2.2 (D): “Conditions of Eligibility” for Proposed Personnel	<p>2.2.2 (D) asks for</p> <ul style="list-style-type: none"> - minimum 10 years of post-qualification Professional Experience for Financial Expert cum PPP Expert <p>The Professional Experience requirements seem to be relatively stringent. We request to reconsider the Professional Experience requirements for Key Personnel.</p> <p>2.2.2 is proposed to be reframed to include</p> <ul style="list-style-type: none"> - minimum 8 years of post-qualification Professional Experience for Financial Expert cum PPP Expert. 	No change proposed.
3.	3.1.3: Scoring Criteria to be used for Evaluation [2 (a) – for Key Personnel, Years of Experience	<p>3.1.3 is proposed to be reframed to include the following marks for Key Personnel</p> <ul style="list-style-type: none"> - Financial Expert cum PPP Expert: 2 marks if the person meets the minimum no. of years of experience and 1 mark for every additional 2 years of experience (up to a maximum of 2 additional Marks) 	No change proposed.

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

4.	2.2.2 (D) Subject Matter Expert – Health	<p>Minimum qualification of Master's in Public Health is required.</p> <p>We would request for Inclusion of Post Graduate Degree in Preventive and Social Medicine (PSM) or Diploma in PSM /MBBS/equivalent with ten years' experience in public health with government as the minimum qualification in view of the expected deliverable from the expert.</p>	No change proposed.
5.	2.2.2 (D) Subject Matter Expert – Tourism	<p>Minimum qualification of MBA or equivalent/ Master's Degree in Tourism is required.</p> <p>Post Graduate Diploma in Tourism may also be considered as equivalent as many reputed Institutions certify professionals with Post Graduate Diploma.</p>	<p>Subject Matter Expert (SME) – Tourism is not required.</p> <p>Please refer to Addendum 1.1</p>
6.	2.1.4: Key Personnel, Subject Matter Experts and Support Resources, Point (iii)	<p>As per 2.1.4 (iii), the Consultant, if they desire, may also deploy maximum 4 (Four) Support Resources to the above mentioned Key Personnel and Subject Matter Experts.</p> <p>Clarification requested if the Support Resources are to be deployed mandatorily.</p>	No it is not mandatory, Applicants has to assess whether Support Resources is required by them or not at the time of execution of the assignment.
7.	Appendix – II, Form-2: Financial Proposal	Form-2 as per 2.1.4 (iii) as the former necessitates the inclusion of support staff in the costing and therefore in the team.	<p>It is optional to include the costing of Support Resources in Financial Proposal depending upon the self-assessment of the Applicant.</p> <p>Payment to Support Resources, if deployed by the Consultant, shall be made as per Financial Proposal in Form-2, Appendix-II.</p>
8.	2.14.6	<p>Section 2.14.6 also necessitates the inclusion of Support Resources as it says “Proposed team shall include experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/ support staff”</p> <p>Section 2.14.6 mentions “For avoidance of doubt, there shall be no payment for any experts in addition of Key Personnel specified in Clause 2.1.4”</p> <p>Clarification also requested if such support resources deployment shall be paid in addition to the key personnel and SMEs.</p>	<p>Please refer to Note-3 of Form-2 of Appendix-II, Page No.107. Support staffs herein shall mean Office Staff other the Consultancy Team – as defined in Clause 2.1.4.</p> <p>No payment shall be made to support staff, as mentioned in Clause 2.14.6</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

9.	<u>2.2.2 (D)</u> : Conditions of Eligibility	<p>The clause asks for the conditions of eligibility for Support Resources: (i) Qualification: Degree/ PG Diploma in respective field (ii) Years of Experience: 3 (Three) years of post-qualification experience</p> <p>Please suggest indicative respective field for Degree/ PG Diploma for the Support Resources.</p>	Applicant has to self-assess the Support Resources to be deployed. Their Qualification and Experience has been defined in Clause 2.2.2.D.
10.	<u>2.2.2 (A)</u> : Technical Capacity <u>3.1.3</u> : Scoring Criteria for Evaluation	<p>2.2.2 (A) asks for not less than 5 Eligible Assignments in each Category to have been undertaken over the past 5 (five) years preceding the PDD, undertaken</p> <p>3.1.3 asks for relevant experience of the applicant</p> <p>Please clarify if the same Assignments as submitted for meeting the Technical Capacity as per 2.2.2 (A) can also be submitted for evaluation under “Item 1” under 3.1.3.</p>	Please refer to Clause 3.1.3, wherein 5(Five) Eligible Assignment meeting the Technical Capacity in Category-I have been given 4 marks. Additional Eligible Assignment has been given extra marking. Similar is the case in Category II & III.
11.	<u>2.2.3</u> : Enclosure with Proposal	<p>The clause asks to furnish fee received in respect of each of the Eligible Assignments specified in the Proposal. This is generally referred to fee received in Form 7 for similar documents.</p> <p>The Forms (Form 7, Form 9 etc.) with respect to the Eligible Assignments for the Applicant do not ask for the Professional Fee received for each Eligible Assignment and also not part of pre- qualification and detailed evaluation.</p> <p>We request to amend the Clause 2.2.3 as below:</p> <p>“The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.”</p>	Please refer to Addendum 1.2
12.	<u>2.26</u> : Indemnity	<p>The Consultant 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.</p> <p>The indemnity amount is relatively high and goes beyond standard market conditions. Amendment is requested. We suggest as below :</p> <p>“The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services”.</p>	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

13.	3.1.3: Scoring Criteria for Evaluation	<p>Item 2 (a) & 2 (e) asks for Additional relevant qualification and assigns 1 Mark for each resource for the same. Masters in relevant field is already asked as minimum qualification. Please clarify what constitutes “Additional Relevant Qualification”. We interpret since Masters in relevant field is already asked as minimum qualification; additional masters in similar field or PhD are the only possible options that may qualify as Additional Relevant Qualification. Please suggest if our interpretation is correct.</p>	<p>The interpretation is correct, Additional Master degree/PhD in the relevant field shall be considered as additional relevant qualification.</p>
14.	<p>2.2.2 (D): “Conditions of Eligibility” for Proposed Personnel</p> <p>3.1.3: Scoring Criteria to be used for Evaluation [2 (e) – for Subject Matter Experts]</p>	<p>2.2.2 (D) asks for minimum 10 years of Professional Experience for each Subject Matter Expert</p> <p>3.1.3, Sub Clause 2 (e) assigns 1 Mark if the SME meets minimum no. of years of experience and additional 1 mark for additional 5 years of experience</p> <p>We request to reconsider the Professional Experience requirements for Subject Matter Experts. We propose to reduce the 10 years of minimum professional experience to 5 years and to assign an additional 1 mark for additional 3 years of experience.</p> <p>The proposed criteria provides equal marks for experience for someone who has 10 and 14 years of experience</p>	<p>No changes Proposed</p> <p>No changes Proposed</p>
15.	3.1.4: Eligible Assignments and Eligible Sectors	<p>Category II: Policy implementation</p> <p>Please clarify if policy implementation means schemes and mission implementation as these are part of polices only.</p>	<p>Implementation of policies means execution of schemes/programmes designed to achieve the policy objective.</p>
16.	TOR. Point 5: Deliverables	<p>As per the clause, the deliverables have to be submitted in hard copies as well as soft copy</p> <p>Please clarify how many hard copies and soft copies of the deliverables have to be submitted</p>	<p>Number of copies shall be decided as per requirement of the project on individual basis.</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

17.	<u>2.9.2</u>	<p><u>The Clause says:</u></p> <p>The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:</p> <p>(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;</p> <p><u>We request to reword the clause as:</u></p> <p>The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:</p> <p>(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 15 (fifteen) days after receiving written notice from the Consultant that such payment is overdue;</p>	No changes Proposed
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RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

18.	3.4	<p><u>Under 3.4, sub-clauses 3.4.3 and 3.4.4 says:</u></p> <p>3.4.3 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 liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</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, 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 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><u>We request to reword the clause 3.4.3 as:</u></p> <p>3.4.3 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 shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</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, whichever of (a) or (b) is higher.</p> <p><u>We also request to remove clause 3.4.4:</u></p>	No changes Proposed
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RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

19.	3.5	<p><u>Under Clause 3.5, sub-clause (b) says:</u></p> <p>(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.</p> <p><u>We request to reword Clause 3.5, sub-clause (b) as:</u></p> <p>(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. <u>However, such audit shall be restricted to the physical files only and the auditor shall not be provided access to the Consultant's IT Infrastructure.</u></p>	No changes Proposed
20.	3.8.1	<p><u>The Clause says:</u></p> <p>All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (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.</p> <p><u>We request to reword the clause as:</u></p> <p>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 Consultant; The Consultant may use its own data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain <u>in connection with the Services.</u></p>	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

21.	5.1	<p><u>The Clause include:</u></p> <p>Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:</p> <p><u>We request the clause be reworded and include:</u></p> <p>Unless otherwise specified in the Agreement, the Authority shall ensure that the Government shall:</p>	No changes Proposed
22.		<p><u>The sub-clause (c) of clause 6.3 says:</u></p> <p>(c) The payment under this Clause 6.3 shall be made only after the Deliverables shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services for any Deliverable shall be deemed completed and accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the payment upon acceptance or deemed acceptance of the Deliverable by the Authority.</p> <p><u>We request the sub-clause (c) of clause 6.3 to be reworded as:</u></p> <p>(c) The payment under this Clause 6.3 shall be made only after the Deliverables shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services for any Deliverable shall be deemed completed and accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of <u>30 (thirty)</u> days after receipt of the final Deliverable unless the Authority, within such <u>30 (thirty)</u> days period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the payment upon acceptance or deemed acceptance of the Deliverable by the Authority.</p>	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

23.	7.2.1	<p><u>The clause says:</u></p> <p>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.</p> <p><u>We request the clause to be reworded as:</u></p> <p>In case any error or variation is detected in the report 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 <u>as per mutually agreed terms</u> Consultant by way of deemed liquidated damages, subject to a maximum of <u>5% (five percent)</u> of the Agreement Value.</p>	No changes Proposed
24.	7.3	<p><u>The clause says:</u></p> <p>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.</p> <p><u>We request the clause to be reworded as:</u></p> <p>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.</p>	No changes Proposed
25.	New Clause	<p><u>Request for addition of a New Clause</u> <u>We request the addition of a new clause as follows:</u></p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Authority Information, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority 's board of directors, its audit committee, or its statutory auditors. Authority may not rely on any draft Report and the Consultant shall not be required to update its -Final Report.</p>	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

26.	New Clause	<p>Request for addition of a New Clause <u>We request the addition of a new clause as follows:</u></p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement</p>	No changes Proposed
27.	New Clause	<p>Request for addition of a New Clause <u>We request the addition of a new clause as follows:</u></p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Authority reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations</p>	No changes Proposed
28.	2.1.4	<p>Key Personnel, Subject Matter Experts and Support Resources (ii) In addition to the above Key Personnel, the following Subject Matter Experts will have to be deployed by the Consultant on client side, as and when required.</p> <p>As per the statement, the SME will be deployed on a need basis at the client site, however, the minimum onsite requirement is 100% during the project duration. Please clarify if it is on a need basis or 100%</p>	<p>SMEs would be required 100% during the project period and not on need basis. Please refer to Addendum 1.3</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

29.	2.2.2 (A)	<p>Conditions of Eligibility of Applicants(Technical Capacity) The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken not less than 5 (Five) Eligible Assignments in each Category – which includes (i) Programme Management in the development sector (ii) Policy implementation (iii) PPP Transaction Projects.</p> <p>By going through the RFP specifically clause 2.2 Conditions of eligibility of the applicant and its Terms of Reference (TOR), we understand that all the deliverables are to be made by the respective experts and the consultancy team. In that case there is the role of the Applicant is limited. Thus it is requested that this clause be amended</p>	No changes Proposed
30.	2.15.2	<p>The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.</p> <p>We suggest that the financial proposal should not include taxes. We request so as the tax rates change and this is a reasonably long duration project. Further, if required the consultant can provide a cost inclusive of the taxes at the prevailing rate.</p>	<p>No changes Proposed, As per Note-1 of Form-2, Appendix-II, and total under Item C shall, therefore, be the amount for purposes of evaluation which is inclusive of all service tax. Further in Clause 5.3 it is stated that “All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.”</p> <p>Please refer to addendum 1.4 for applicable service tax to be used in Appendix-II, Form-2.</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

31.	3.1 (vi),(vii),(viii)	<p>Finance cum PPP expert is expected to deliver Policy as well as Transaction work. Further looking at the responsibilities of the SVET, it is expected that transactions of diverse nature shall need to be delivered. However, the requirement of experience in the clause no. 7.1 (Table) states transaction experience of project cost more than Rs.100 crore.</p> <p>Since the same expert is expected to undertake policy as well as transaction work, there is a need for an expert who is well versed not only with large infrastructural projects but also with smaller social sector projects. Given, this qualification criteria, there is a possibility of an expert being selected only with large value projects such as roads, power, logistic hubs etc. On the other hand, probable experts with small value but diverse sector experience such as Operation and Maintenance, Tourism shall not become eligible. Hence it is requested that a revision in this clause is considered</p>	No changes Proposed.
32.	3.1.3	<p>The scoring criteria to be used for evaluation shall be as follows. The scoring criteria does not have any marks for Approach and Methodology. Is an A&M not required in the Technical Proposal?</p>	A&M is not required in the Technical Proposal.
33.	5.3 & 5.4	<p>While clause 5.3 suggests that the payment to the consultant will be based on the actual number of working person days, Clause 5.4 proposes to calculate the daily rate by dividing the monthly fee by 30 days. It is requested that the daily fee rate is calculated by using the actual working days in a month, (usually 24 days) rather than 30 days</p>	No changes Proposed.
34.	2.26	<p>Indemnity It is stated that The Consultant 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 Three times the value of the agreement is fairly high. Could you please explain the damages envisaged which can be quantified with acceptable accuracy?</p>	No changes proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

35.	6.3	<p>Mode of billing and payment: No payment shall be due for the month till the Consultant completes to the satisfaction of the Authority the work pertaining to any pending Deliverable, extension of which has not been explicitly agreed by the Authority, payment shall be due and payable by the Authority for the time spent during each calendar month;</p> <p>Please clarify</p> <ul style="list-style-type: none"> • if the contract is time based? Or deliverable based- since only deliverables defined are fortnightly and monthly reports. • In the RFP document the Output and Deliverables have not been pre-defined anywhere. In such a situation it will be very difficult to estimate a time of receipt of payment. <p>It is suggested to maintain calendar month billing as in certain cases deliverables may spill over to subsequent calendar months.</p>	<p>No changes proposed. Payments are to be made on a monthly basis, but are deliverables linked.</p>
36.	7.2.1	<p>LIQUIDATED DAMAGES AND PENALTIES (Performance Security) For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "Performance Security");</p> <p>Performance Guarantee is mostly used in case of works contracts and not in case of consultancy contracts. We request you to consider waiver of this clause.</p>	<p>No change proposed.</p>
37.	7.2.2	<p>Liquidated Damages for delay It is stated that: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise.</p> <p>Could you please clarify, if this delay is not due to any deficiency on the part of the consultant, will this penalty still be applicable?</p>	<p>No change proposed.</p>
38.	7.3	<p>Penalty for deficiency in Services It is stated that: 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.</p> <p>Could you please clarify the type and nature of deficiencies envisaged in this assignment and consequent penal actions against those deficiencies?</p>	<p>No change proposed.</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

39.	2.25	<p>2.25 Substitution of Key Personnel and Subject Matter Experts</p> <p>2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of any Key Personnel and Subject Matter Experts as the ranking of the Applicant is based on the evaluation of the Key Personnel and Subject Matter Experts, and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel or the Subject Matter Expert is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>2.25.2 The Authority expects the Key Personnel, Subject Matter Experts and Support Resources to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel or Subject Matter Experts except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to maximum of 20% (Twenty percent) of the total number of Key Personnel and Subject Matter Experts during the Project Duration, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of a Key Personnel or a Subject Matter Expert beyond the above limit shall only be permitted subject to reduction of remuneration equal to 10% (Ten percent) of the total remuneration specified for the original expert who is proposed to be substituted. In the case of a further substitution(s) of the same Key Personnel or Subject Matter Expert hereunder, such deduction shall be increased by 10% (Ten per cent) of the remuneration specified for the original Key Personnel or the Subject Matter Expert for each substitution. Substitution of a Support Resource shall be by an equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>It is suggested that Authority may allow replacement without penalty after selection of consultant if the replacement meets the requirements of the Authority</p>	No change proposed.
40.	1.8 (4)	<p>Schedule of Selection Process</p> <p>The Proposal Due Date or PDD is mentioned as 27th May 2016.</p> <p>On account of the queries that have been put forth and due to the subsequent changes envisaged, we request you to extend the dates by forth night after release of minutes of pre-bid meeting.</p>	Please refer to the response to Sr. No.1
41.	2.1.4	<p>Key Personnel, Subject Matter Experts and Support Resources</p> <p>(ii) In addition to the above Key Personnel, the following Subject Matter Experts will have to be deployed by the Consultant on client side, as and when required.</p> <p>As per the statement, the SME will be deployed on a need basis at the client site, however, the minimum onsite requirement is 100% during the project duration. Please clarify if it is on a need basis or 100%</p>	Please refer to response to Sr. No.27

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

42.	2.15.2	The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. We suggest that the financial proposal should not include taxes. We request so as the tax rates change and this is a reasonably long duration project. Further, if required the consultant can provide a cost inclusive of the taxes at the prevailing rate.	Please refer to response to Sr. No.29
43.	3.1.3	The scoring criteria to be used for evaluation shall be as follows. The scoring criteria does not have any marks for Approach and Methodology. Is an A&M not required in the Technical Proposal?	Please refer to response to Sr. No.31
44.	5.3 & 5.4	While clause 5.3 suggests that the payment to the consultant will be based on the actual number of working person days, Clause 5.4 proposes to calculate the daily rate by dividing the monthly fee by 30 days. Shouldn't we be calculating the daily fee rate by actual working days in a month, which is usually 24 days?	Please refer to response to Sr. No.32
45.	6.3	Mode of billing and payment: No payment shall be due for the month till the Consultant completes to the satisfaction of the Authority the work pertaining to any pending Deliverable, extension of which has not been explicitly agreed by the Authority, payment shall be due and payable by the Authority for the time spent during each calendar month; Is payment time based? Or deliverable based- since only deliverables defined are fortnightly and monthly reports.	Please refer to response to Sr. No.34
46.	Page no. 12, Section 2.2.2 (D)	Qualification and professional experience of PMME: MBA or equivalent with 15 (Fifteen) years of post- Qualification experience We request the clause to be amended as follows: MBA or equivalent with 15 (Fifteen) years of overall Experience	No changes Proposed
47.	Page no. 12, Section 2.2.2 (D)	Qualification and professional experience of Financial Expert cum PPP Expert: MBA or equivalent/CA/CFA with 10 (Ten) years of post-qualification experience. We request the clause to be amended as follows: MBA/PGDMA or equivalent with 10 (Ten) years of overall Experience	No changes Proposed
48.	Page no. 12, Section 2.2.2 (D)	Qualification and professional experience of Social Policy Expert: MBA in Rural Management/ MSW/MA Development Studies or equivalent, with 10 (Ten) years post-qualification experience. We request the clause to be amended as follows: MBA in Rural Management/ MSW/MA Development Studies or equivalent, with 10 (Ten) years overall experience.	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

49.	Page no. 12, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Urban Development Master in Urban Planning with 10 (Ten) years post- qualification experience. We request the clause to be amended as follows: MBA/equivalent or Master in Urban Planning with 10 (Ten) years overall experience.	No changes Proposed
50.	Page no. 12, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Skill Development MBA or equivalent with 10 (Ten) years post-qualification experience. We request the clause to be amended as follows: MBA or equivalent with 10 (Ten) years overall experience.	No changes Proposed
51.	Page no. 13, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Agriculture MBA or equivalent with 10 (Ten) years post-qualification experience. We request the clause to be amended as follows: MBA or equivalent with 10 (Ten) years overall experience.	No changes Proposed
52.	Page no. 13, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Information Technology MBA or equivalent with 10 (Ten) years post-qualification experience. We request clause to be amended as follows: MBA or equivalent with 10 (Ten) years overall experience.	No changes Proposed
53.	Page no. 13, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Health Master’s in Public Health with 10 (Ten) years post-qualification experience. We request clause to be amended as follows: Master’s or Diploma in Public Health or with 10 (Ten) years overall experience.	No changes Proposed
54.	Page no. 13, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert (SME) – Tourism MBA or equivalent/Master’s Degree in Tourism, with 10 (Ten) years of post-qualification experience. We request the clause to be amended as follows: MBA or equivalent/Master’s Degree in Tourism, with 10 (Ten) years of overall experience.	SME – tourism is not required. Please refer to Addendum 1.1
55.	Page no. 13, Section 2.2.2 (D)	Qualification and professional experience of Subject Matter Expert – Communication & PR Post Graduate Degree/Diploma in Mass Communication with 10 (Ten) years of post-qualification experience. We request the clause to be amended as follows: Post Graduate Degree/Diploma in Mass Communication with 10 (Ten) years of overall experience.	No changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

56.	Page no. 14, Section 2.2.3	<p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from Professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite Certificate (s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.</p> <p>Given the limited timeframe for submission of the proposal, obtaining an audited certificate with respect to the fee received for each of the assignments showcased as part of the proposal may prove challenging. However, supporting documents showcasing the project value such as Work orders/ contract copies/ LOIs will be furnished as proof of the same. In this regard, we request modification of this clause as follows:</p> <p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.</p>	Please refer to the response to Sr.No.11
57.	Page no. 32	<p>Category II: Policy implementation Request you to clarify the scope services that may be considered eligible under the policy implementation category.</p>	Please refer to the response to Sr.No.15
58.	Page no. 9, Section 1.8 (4)	<p>Proposal Due Date or PDD: 27th May 2016, 1500 Hrs. We request an extension of the bid submission date by a period of two (2) weeks post publishing of the pre-bid clarifications in order to address any changes to the RFP and submit a more comprehensive bid.</p>	Please refer to the response to Sr.No.1
59.	Page no.10 Section 2.1.4	<p>Key Personnel, Subject Matter Experts and Support Resources: This section refers to 7 Subject Matter Experts (SME). However, there is a lack of clarity whether the SMEs have to be full time or will be there on a call down basis. The challenge with them being on call down basis would be to ensure their availability at all times as if they are part-timers, they would be free to take up assignments as and when they appear. Kindly clarify.</p>	Please refer to the response to Sr.No.28

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

60.	Terms of Reference	<p>We understand that the role of the Consultant, the Key personnel and SMEs is to advice and necessary assistance to the Chief Minister's Office in implementing the "Madhya Pradesh Vision 2018"</p> <p>We understand that Technical feasibility assessment/due diligence/ review of Technical review of DPR & feasibility report and/or preparation of cost estimates & other technical inputs for the project identified under consultancy is beyond the scope of the consultant.</p> <p>Request you to please confirm.</p>	<p>Technical feasibility assessment/due diligence/ review of Technical review of DPR & feasibility report and/or preparation of cost estimates & other technical inputs etc. and such other activities will have to be performed by the Consultant, if assigned by the Chief Minister's Office and/or the Authority, as outlined in Clause 3.2 of Schedule 1: Terms of Reference.</p>
61.	Terms of Reference	<p>Please clarify that role of financial cum PPP expert is to assist in identification, planning of select Projects. Preparation of bid documents, PPP structuring & conduct of bid process/transaction is beyond the scope of the project.</p> <p>Request you to please confirm.</p>	<p>The responsibilities are outlined in Clause 2.1.4 (i) for the Financial Expert cum PPP Expert. The Consultant will have to undertake identification, planning of select Projects. Preparation of bid documents, PPP structuring & conduct of bid process/transaction, if required/assigned by the Chief Minister's Office and/or the Authority, as outlined in Clause 3.2 of Schedule 1: Terms of Reference.</p>
62.	Condition of Eligibility of Subject Matter Experts (SMEs)	<p>Clause 2.2.2 D Table 2 Condition of Eligibility of Subject matter experts (SMEs)</p> <p>Qualification and Years of Experience for SMEs is very restrictive. E.g. for the post of SME in Urban Development, it is not necessary that a person would have studied Masters in Urban Planning, but could have built up entire career across various urban projects and would therefore be ideally positioned and have required expertise. As the experience given is very clear, we request the authority for relaxation in terms of the qualification may be given in the cases of all SMEs as "MBA or equivalent/ Master's Degree in relevant subject, with 10 (Ten) years of post-qualification experience". During evaluation, a masters in the relevant subject may be given higher marks than for a generic degree.</p>	<p>No Changes proposed.</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

63.	Instructions To Applicants	<p>2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal</p> <p>There appears to be discrepancy in the referred clause 2.2.3. The clause seeks a statutory auditor certificate for fee received in respect of each of the Eligible Assignments. However, no such requirement is evident from the Form 7 - Abstract of Eligible Assignments of the Applicant or elsewhere in the RFP document.</p> <p>Request you to please confirm that statutory auditor certificate for fee received in respect of each of the Eligible Assignments is not required under the RFP.</p>	Please refer to the response to Sr.No.11
64.	Schedule – 2: Form of Agreement	<p>Clause2.26: Indemnity</p> <p>The Consultant 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.</p> <p>It is requested that the liability of the consultant be limited to one time the total value of the Contract for any direct loss or damage that is caused due to any deficiency in Services.</p>	No Changes Proposed
65.	Schedule – 2: Form of Agreement	<p>3.4.3 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 Transaction Advisor 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>It is requested that the Clause may be amended as below:</p> <p><i>3.4.3 The Parties hereto agree that in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Transaction Advisor 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></p>	No Changes Proposed

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

66.	Schedule – 2: Form of Agreement	<p>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 Indian Accounting Standards and ... (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</p> <p>Our firm provides Consulting services to various Clients and each project/Client have respective confidentiality requirements.</p> <p>Audit by the auditors (appointed by the Authority) and access to project documents & confidential information of other Clients may not be possible because of statutory and/or contractual compulsions.</p> <p>It is requested that the scope of this Clause may be limited to this Project only and the Consultant shall provide the related documents to this Project only.</p> <p>Request you to confirm the same.</p>	No Changes Proposed
67.	Schedule – 2: Form of Agreement	<p>3.8 Documents prepared by the Consultant to be property of the Authority 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..</p> <p>We understand that the pre-existing IPR of Deloitte shall be retained by Deloitte.</p> <p>Please confirm</p>	Please refer to Clause 2.30 of the RFP.

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

67.	Schedule – 2: Form of Agreement	<p>7.2 Liquidated Damages</p> <p>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.</p> <p>7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) per day, subject to a maximum of 10% (ten per cent) of Agreement Value will 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...</p> <p>7.2.3 Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.</p> <p>We request you to confirm that</p> <ul style="list-style-type: none"> • TA shall be penalized only for error/variation or delay solely attributable to the Consultant • the overall penalty under clause no. 7 shall be limited to 10% of the contract value <p>Also, it is requested that the performance security of the consultant may be released on completion of services</p>	<p>No Changes proposed.</p> <p>Liquidated Damages shall be as per Clause 7.2 of Schedule-2, Agreement for appointment of Consultant for State Vision Evaluation Team, Madhya Pradesh.</p>
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RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

68.	Clause 3.1.3	<p>Clause 3.1.3 Scoring Criteria</p> <p>In the table showing the scoring criteria – under section 2, for each resource, the term “Meets minimum eligibility criteria for Eligible Projects” has been mentioned with corresponding marks. However, while the Eligible Projects have been defined in section 3.1.4, it is not clear what the minimum eligibility criteria is. Is it in terms of number of projects? Kindly clarify</p>	<p>Eligible Assignments is defined in Clause 3.1.4 of the RFP (page 32) pertains to Applicant’s Technical Capacity / Relevant Experience.</p> <p>Eligible Projects are described in Clause 2.2.2 (D) for each Key Personnel.</p> <p>Please refer to Addendum 1.8</p> <p>Minimum eligibility criteria for Key Personnel are as described under the Clause 2.2.2 (D), in terms of number of projects/assignments.</p>
69.	Scope of Work	<p>General Clarification: Since this is the team operating in the CMO, there could be possibility of requirement to assist in areas other than those specified in the RFP – such as in Roads, Water, Power etc. Is this possible, and if yes, how will these be addressed in operations and payment</p>	<p>In accordance with Clause 3.2 of Schedule-1, Terms of Reference, the Consultant shall undertake such other tasks as may be assigned by the Chief Minister’s Office and/or the Authority in order to implement “Madhya Pradesh Vision 2018.</p> <p>Further, requirement of experts and specialists needed in addition to the Key Personnel for undertaking such tasks are addressed under Professional Personnel in Clause 2.14.6 of the RFP.</p> <p>For avoidance of doubt, there shall be no payment for any experts in addition of Key Personnel specified in Clause 2.1.4</p>

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

70.	1.8 Schedule of Selection Process	<p>The Authority would endeavor to adhere to the following schedule: ...Proposal Due Date or PDD: 27th May 2016, 1500 Hrs. The proposal preparation requires preparation of extensive documentation and many sections of the proposal are contingent on the certification from Statutory Auditor, which in turn would require verification of company account & project ledgers. Furthermore, proposal preparation would also depend on the nature of the clarification provided by the DIF on various key matters pertaining to the RFP. In view of the above, request you to please provide atleast 3 weeks extension.</p>	Please refer to the response to Sr.No.1
71.	Clause 3.1.3	<p>Marking of the Criteria: Please clarify whether documentary evidence with respect to Eligible Projects undertaken by Key Personnel need to be furnished.</p>	No documentary evidence is required for Professional Personnel. Certification, sign of the Professional Personnel and counter-sign by the Authorized Signatory under Appendix-I, Form 11 will suffice.
72.	Clause 3.1.3	<p>Marking of the Criteria: 2(a) and 2(e). Please clarify meaning of Additional Relevant Qualification, Additional Eligible Projects</p>	Please refer to the response to Sr.No.13 for interpretation of Additional Relevant Qualification. Please refer to the response to Sr.No. 68 for Eligible Projects.
73.	Appendix-II , Form-2: Financial Proposal.	<p>Please clarify the service tax rate to be taken under the financial proposal</p>	Please refer to the response to Sr.No.30
74.	Clause 3.4.1 Combined and Final Evaluation	<p>Weights assigned to Technical Proposal and Financial Proposal shall be 0.7 and 0.3 respectively. It is requested to modify the weights assigned to Technical Proposal and Financial Proposal to 0.8 and 0.2 respectively.</p>	No changes proposed.

RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STATE VISION EVALUATION TEAM, MADHYA PRADESH

75.	Clause 7.1 Performance Security	<p>Clause 7.1.1 states For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "Performance Security"); provided that the Consultant shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit.</p> <p>While Clause 7.2.2 states Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10%(ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.</p> <p>Please clarify whether the Performance Security has to be provided in the form of a bank guarantee or cash deposit or in accordance with Clause 7.1.1 OR as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10%(ten per cent) of all the amounts due and payable to the Consultant in accordance with Clause 7.2.2</p>	Please refer to Addendum 1.5
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