

Source-1		
S. No.	QUERIES	RESPONSE
1	Performance Bank Guarantee: PBG as mentioned in Clause 5 Page No. 8 is 5% but on Page No. 17 under the relevant Bid Security Clause No. 18 it is mentioned as 10%, though it has been Verbally clarified that it is a typo error and effect PBG shall be 5%.	As per amended Tender Document
2	RERA Registration: Under the Qualification Criteria Clause 'C' RERA Registration is compulsory for lead partner though as per law RERA Registration is not required by Contractors. The same can only be provided for the Marketing Agency.	Any of JV/Consortium Member shall have RERA Registration.
3	Time Frame and Payment Schedule: As per the Draft Memorandum of Understanding Clause 3 the time provided for the completion of the project is 8 months which is very less considering the quantum of works and also because the buildings are scattered. The time frame needs to be extended to at least 18 months.	Based on the performance of the Selected Bidder the construction duration may be extended for 2months + 2months.
4	Payment Yard Stick: The payment Yard stick mentions the by monthly payment of 25%. This would result in too much of working capital investment by the contractor which is not the best practise. The payment should be distributed in detailed yardsticks such that the working capital investment shall not exceed 3-4 crore rupees. Time lines should also be given for clearance of payment against the RA Bills submitted by the contractor.	Fund to the agency shall be released on the basis of physical progress and utilization of previously released funds.

5	Sales Target and Commission: As per the Draft Memorandum of Understanding clause 2.5 the maximum commission on sale of flats is upto 3%. This should be fixed and certain. Further as per clause 2.7 there is a target to sell 30 units in five months which is very high considering the slump in the market. It should be reconsidered.	As per amended Tender Document
6	The NIT does not mention the Number of units to be constructed and differentiation into categories on the basis of BHK and carpet area. Also its need to be mentioned that what percentage of units is to be sold.	As per amended Tender Document

Source-2		
S. No.	QUERIES	RESPONSE
1	<p>Cost of marketing to be borne by MDDA. The marketing activities viz. outdoors, Print media campaigns, TVCs, Electronic media campaigns, Social media campaigns, PR events etc shall have two parts. The creative content & design and the cost of procuring the services of agencies for campaign implementations. Given the fixed fee of upto 3 per cent to the selected agencies on selling dwelling units it shall be practically impossible for any agency to bear the cost of campaign implementation.</p> <p>a. The fee should be made 3 per cent.</p> <p>b. The agency should be responsible for advisory on creative content and for finding the buyers, while the cost of the campaign implementation should be borne by MDDA. The same may be defined and fixed by MDDA as part of RFP.</p>	As per amended Tender Document

2	<p>In the section on Qualification Criteria: The clause 2 mentions that “collated strength of the consortium/JV shall be evaluated, while the clause 1 mentions that the lead member shall be required to meet the QCs by itself. This highlights a conflicting condition. We suggest that:</p> <p>In the case of consortium/JV, the collated strength of the JV/consortium may kindly be evaluated. This shall help in wider participation and establishes the rationale of participation in consortium. The said firms in the consortium/JV may be held jointly responsible.</p>	<p>For the purpose of Qualification Criteria, number of JV/Consortium partner shall be not more than 3 firms (Lead Member shall be Construction Agency and other two members will be Marketing Agency).</p> <p>Further, it is to clarify that Construction Agency in its name shall qualifies for Clause 3 (f) Part (A).</p>
3	<p>In the section on qualification criteria: sub clause 3 (c): The RERA requirement may kindly be applied to any of the members of the consortium/JV. It would enhance the competition by allowing the contracts to participate.</p>	<p>Any of JV/Consortium Member shall have RERA Registration.</p>
4	<p>In the section on qualification criteria: sub clause 3 (f) Part (A): In the event of participation by formation of JV, the collated strength of the consortium partners may kindly be considered.</p>	<p>No Change</p>
5	<p>In the section on qualification criteria: sub clause 3 (f) Part (B): The condition may be revised to allow for participation by firms who might have sold 75 dwelling units in last 5 years or less. This will promote wider participation by newer firms without compromising on the credential.</p>	<p>No Change</p>
6	<p>In the section on qualification criteria: sub clause 3 (f) Part (B): In the event of participation in the bid by forming consortium or JV, the MOU may kindly make mention of all the entities of the consortium.</p>	<p>As per amended Tender Document</p>

7	The bid has two separate set of activities i.e. Construction and Marketing. It may require participation by forming JV/consortium with two organizations from two separate set of sectors/business specializations. The project implementation shall have cash flow for two separate set of activities. So, it is requested that for clarity on fund disbursal by MDDA in the event that a consortium/JV is the selected bidder, the provisions for the fund disbursals to the construction partner may kindly separated from the fund disbursal to the agency responsible for marketing. This shall help efficient management and audit of the fund disbursal.	Payment shall be made to the Lead Bidder only and at the time of disbursment of the payment by MDDA the purpose of Payment i.e. Construction/Marketing will be specified.
8	We have done an assessment of the Quantity and rates. We feel the quantity rate looks lower by at least 10-11%. Kindly review.	No Change
9	The payment schedule may kindly include the provision of release of funds on utilization of the previously released fund for the construction of the project. Currently it mentions payments in 5 phases.	Fund to the agency shall be released on the basis of physical progress and utilization of previously released funds.
10	There should be explicit mention of the statutory payments viz. GST and Cost index over and above the rates.	Bidders are advised to examine the available Cost Index/Market Rate while framing their estimate/rates. Rates of DSR are inclusive of GST and Rates of SOR and Market Price are exclusive of GST.
11	The time provided is 8 months. The same should be revised to atleast 12-14 months.	Based on the performance of the Selected Bidder the construction duration may be extended for 2months + 2months.

12	<p>DLP provision in the RFP is for 3 years:</p> <p>a. It should be revised to 1 year, because it has cost implications</p> <p>b. Very importantly, since the project has already reached a level of construction and that, it requires the successful bidder of this RFP to undertake the construction after that level of development so, the agreement should clearly make mention of DL on the successful bidder to be limited to the amount of construction carried out by him. For ample clarity, the agreement should have provision to establish that for construction and its quality till the level mentioned in the RFP, the current successful bidder shall not be responsible.</p>	<p>a. No change</p> <p>b. The Successful Bidder shall be responsible for the work allotted/construction carried out by successful bidder.</p>
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