

Response to the Queries/ Clarifications sought by intending applicants

Sr. No.	Clause in RFP / Query Description	Query/ Clarification Sought by intending applicants	Response
1.	<i>For Location</i>	Is this a Pan India tender? Or only for Chennai project. We would like to participate on Pan India basis (for all cities).	It may be noted that the applications are invited for Empanelment of agencies and not for award of assignment at this stage. The projects are pan-India and all the locations/ sites are mentioned at page-7 of the RFP document Para 1 Section 2.
2.		When pre-bid meeting will be there for the project?	The pre-bid meeting is not deemed necessary since all the requisite information and parameters have fully been explained in the RFP document. The response to the queries is also being up loaded on website.
3.	Unitech Group has been one of India's leading Real Estate player. The Group faced financial problems and defaulted in timely delivery of homes to the homebuyers. The Hon'ble Supreme Court intervened and approved appointment of a new Board of Directors in supersession of the erstwhile management. The newly appointed Board of Directors is tasked with the completion of about 14,500 home units for the homebuyers in a time bound manner. The actual number of residential and commercial units that may have to be constructed/ completed is more than 17,000. The projects are spread pan-India, primarily located in Gurugram (Haryana), Mohali (Punjab), NOIDA and Greater NOIDA	<p>As per the RFP, it is required for consultants to bid as a Percentage of the DPR Cost.</p> <p>For better understanding on the Project and for allowing us to estimate the best fee, please let us know the following details:</p> <ul style="list-style-type: none"> (i) Total number of projects/ name and location in each city. (ii) No. of Dwellings at each Project completed and pending. (iii) Original Estimate of each Project. (iv) %Completion for each project. (v) Estimated Cost of Completion for each Project / New DPR Cost. 	Pan-India locations are Noida, Greater Noida, Gurugram, Kolkata, Bangalore, Mohali, Lucknow, Chennai, etc., as has already been provided at Section 2 para 1 page 7 of the RFP document. In total, there are about 17000 homes in multi-storied towers, which are to be built pan-India at different locations. The total expected value of all the balance works to be completed pan-India is to the tune of around Rs. 4000 – Rs. 4500 Crore. The location-wise and site-wise information shall be shared at the appropriate time when needed. Also refer to section 2 clause 5 notes mentioned in the RFP document at page 8.

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	(Uttar Pradesh), Kolkata (West Bengal), Bhubaneshwar (Odisha), Bangalore (Karnataka) and Chennai (Tamil Nadu).		
Clause 3. Scope of Work			
4.	Scope	<p>Is this a design RFP or Project management only or combined with Design?</p> <p>Who will be the Architect/ Designer & MEP consultant for this project?</p>	All the projects, which have been mentioned in the RFP, are the existing projects with construction at various stages and have been held up for some time. All the architectural designs have largely been got made in-house while some of the designs were outsourced. The RFP clearly lays down the scope of work in section 2 para 3 of information and instruction for applicants.
5.	Scrutiny/ vetting/ validation of DPRs for the balance/ new works prepared in-house/ by project consultants, necessarily entailing site inspections;	<p>All documentation for the Scrutiny/ vetting/ validation of DPRs for the balance/ new works prepared in-house/ by project consultants, necessarily entailing site inspections shall be provided by Employer.</p> <p>It will not be responsibility of consultant to coordinate with various stakeholders, other Employer consultants/ sub consultants/ Third party vendors to get requisite details.</p>	The role and responsibility of the Consultants have been clearly defined in the RFP. Though every effort would be made to ensure that all such documents are provided by the Employer staff, it may be noted that the scope of work is inclusive of the coordination by the consultant to obtain the information/ documents from the Employer sources, wherever required.
6.	Evaluation of tenders;	To calculate the quantum of work/ Manpower requirements for effective delivery, please specify if the Employer is following a GC pattern or split packages. In case of Split, please specify the number of packages being formulated.	The RFP does not anywhere stipulate that the Unitech Limited proposes to follow the General Contractor (GC) pattern. However, the Unitech Limited reserves the right to allocate a particular project in GC format if the site conditions so warrant, otherwise it is intended to go for split pattern.

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7.	Project monitoring including quality control and sampling	<p>We understand the tests shall be carried out by the contractor and lab testing facilities are provided by him.</p> <p>The costs involved in the Sampling/ Lab testing shall be borne by the contractor.</p> <p>Please clarify.</p>	<p>The sampling shall be done by the Contractor/ Vendor as per the standard industry practice for all segments. The consultant, however, shall validate the sample so collected and ensure its testing at an approved/ authorized laboratory, wherever required. The sampling, testing and the requisite documentation necessarily falls within the ambit of project monitoring, including quality control, through a third-party inspection, among others.</p>
8.	Pre-Auditing/Auditing of Bills;	<p>All documentation for the Pre-Auditing/ Auditing of Bills shall be provided by the Employer.</p> <p>It will not be responsibility of consultant to coordinate with various stakeholders, other Employer consultants/ sub consultants/ Third party vendors to get requisite details.</p>	<p>The scope of the consultant has been clearly defined in Clause (3) of the RFP at page-7. It needs no further clarification.</p>
9.	Carry out overall Inspection before handing over of possession and intimate the defects/ incompletions to the field staff and the contractor for rectification;	<p>We understand that the consultant is required to check and intimate any defects at time of completion of the unit. It shall not be the responsibility of the consultant to handover the Unit to the end user.</p> <p>This requirement shall be fulfilled by the consultant till the tenure of the engagement of consultant.</p>	<p>It is at every stage. The defects and Non-conformity Reports (NCRs) are expected to be raised as the work is going on at every stage. Attention is drawn to Clause (3) sub-clause (vii) at page-8 of the RFP which is self-explanatory. It needs no further clarification.</p>
10.	Overall technical and financial auditing of projects.	<p>Please clarify the scope under Technical and Financial Auditing.</p> <p>Please clarify if technical auditing would require Peer Review/ Design Review.</p> <p>Please clarify the scope under</p>	<p>The Clause is self-explanatory.</p>

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		Financial auditing includes scrutiny of Bank accounts.	
11.		We understand that the NDT/DT tests are not in Scope of the PMC. Please clarify	All the tests which are required to achieve the mandate of the RFP would be compulsory. However, the testing charges, if tests got done form outside from accredited labs, shall be payable by Unitech.
12.	<p>Clause 5</p> <p>Last date for submission of Application: 11.08.2020 up to 01.00 PM in the office of COO, Unitech Ltd., 8th Floor, Tower–B, Signature Tower, Gurugram. If the below mentioned documents are not received in time, the application shall not be opened and Unitech Ltd. shall not be responsible for any delay in respect of submission of the application.</p> <p>(i) Registration fee: Original Demand Draft of Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) inclusive of GST @ 18%.</p> <p>(ii) Power of Attorney duly attested by notary public.</p> <p>(iii) Affidavit Form I.</p>	<p>(i) As per the current situation/ Please allow submission of Fee via electronic transfer RTGS/ NEFT.</p> <p>(ii) Please share the account details to allow us to make the transfer</p>	<p>(i) The payment is to be made only in accordance with the RFP document.</p> <p>(ii) Not required in the light of above.</p>
13.	<p>Clause 5</p> <p>Last date for submission of Application: 11.08.2020 up to 01.00 PM in the office of COO, Unitech Ltd., 8th Floor, Tower–B, Signature</p>	<p>(i) Due to current situation, please allow for submission of documents Via Email.</p> <p>(ii) All documents shall be password protected with password to be shared with</p>	<p>(i) The documents are to be submitted only in accordance with the RFP document.</p> <p>(ii) Not required in the light of above.</p> <p>(iii) The documents are to be</p>

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	Tower, Gurugram. If the below mentioned documents are not received in time, the application shall not be opened and Unitech Ltd. shall not be responsible for any delay in respect of submission of the application	selected representative of Employer. (iii) Both Part A (Technical Bid) & (iv) Part B (Commercial Bid)	submitted only in accordance with the RFP document. (iv) The documents are to be submitted only in accordance with the RFP document.
14.	In Minimum Qualification Criteria clause 5.1	(i) Planning, Designing, preparation of DPR & GFC Drawings for building works or infrastructure development works, and (ii) Total project management including supervision, billing and quality control for building work or infrastructure development works is given. What is the difference between (i) and (ii). Are you mentioning about Architect scope in serial no (i)?	The minimum qualification criteria is well defined in para 5.1 of section 2. (i) Related to qualification in planning & designing of building works/ infrastructure development works. (ii) It refers to project management. Both (i) & (ii) make the minimum qualification.

15.		The applicant should have minimum 01 architect registered with CoA (Council of Architecture) with minimum experience of 10 years and should be on rolls of the applicant for minimum 5 years – Is this for the company or for this project. Whether we should deploy an architect registered with CoA (Council of Architecture) with minimum experience of 10 years and should be on rolls of the applicant for minimum 5 years for this project?	It is well defined in para 5.2 of section 2 under minimum qualification criteria.
16.		Minimum 01 Director having a civil engineering background with minimum 20 years of experience in supervision & monitoring of building or infrastructure projects; – Is this for the company or for this project. Whether we should deploy Director having a civil engineering background with minimum 20 years of experience in supervision & monitoring of building or infrastructure projects in this project?	The reply to this query finds a mention in clause (5.4) of section 2 of RFP at page-10. It does not need any further explanation.
17.		Whether PO/ WO is only sufficient considering as completed project for evaluation?	Please refer to section 1 clause (4) at page-4 of notice inviting application and section 2 para 5.10. The applicants are advised to refer to the total RFP documents which are very clear.
18.		The applicant should own sufficient office infrastructure such as Computers, Plotters & Software etc. for proper and timely monitoring of the work. The applicant should submit details of the same with empanelment application – Is this for Architects or PMC	The query apparently emanates from clause (5.12) of section 2 of RFP at page-10 which otherwise is very clear. The applicant shall be fully equipped for effective discharging responsibilities desired in the scope of work in RPF document.

		(project management consultancy)?	
19.	Clause 6 The engagement of Consultant(s) shall be valid for a period of Three to Four (3 to 4) years from the date of engagement as per the rates approved by the employer. No price escalation is allowed during the period. Unitech Limited reserves the right to curtail or extend this period at its sole discretion.	As consultant is required to bid as a Percentage of DPR, we understand that the max length under the RFP is 4 years. Please clarify/ specify the exact tenure for the consultant to consider for calculation of expenses.	The tenure is linked with the completion of the individual project assigned to the Consultant.
20.	Payment Terms	What are the payment terms? Please specify the Advance payment and other Payment terms for the consultant	The payment terms would be decided while placing the order and at the time of execution of Agreement.
21.	Advance payment	Can we get 20% advance against bank guarantee?	Payments will be made as per terms of payment to be decided while executing the agreement
22.		Payment will be done within 15 days of raising invoice?	As above. However, payments would be made within 15 days from the date of raising invoice on best effort basis. It will not exceed 30 days in any case.
23.		We will take liability up to contract value of XYZ.	The quantum of liability liveable on the consultant shall be fixed by the employer at the appropriate time somewhere maximum up to 10% of the Contract value of consultant.
24.	Annexure H Undertaking (To be submitted on non-judicial stamp paper of minimum Rs. 2000/- duly certified by Public Notary)	During the current situation, please allow the consultant to submit the document on the company letter Head. The same can be submitted during the award of the project.	This Clause is mandatory and non-negotiable. Non-Judicial Stamp Paper of Rs. 2000/- No Change.
25.	General	Please confirm: (i) if all projects under this	(i) All projects would be

		<p>Notice of Inviting Application have completed the RERA registration.</p> <p>(ii) Please confirm if any DLP requirements are associated with this Notice for Inviting Application for the projects.</p> <p>(iii) Consultant's timelines are not connected with the project completion timelines.</p>	<p>undertaken as per law and in compliance of the orders of the Hon'ble Supreme Court.</p> <p>(ii) The consultant is, obviously, also accountable for all time-lines, quality parameters and timely completion and handing over of the project which are applicable to the vendor. He would continue to supervise and co-ordinate through the defect liability period, as per different contracts.</p> <p>(iii) The query is unwarranted since the timelines of the consultants and vendors are concurrent.</p>
26.	Deployment	<p>We understand that there are no specific deployment requirements given. The consultant shall assess this as per his own experience.</p> <p>Deployment at site requirements/ experience of candidate/ Team involved shall be as per consultants understanding of the project.</p> <p>We Suggest to please consider specifying the number of Resource/ its Experience/ and timeline for its deployment and undertake Man month rate for the project.</p>	<p>The RFP clearly defines the scope of work for the consultant and, therefore, it is for them to station their team in a manner which is necessary in terms of number and capacity to achieve the objective of the assignment. The Consultant shall be required to assess site-specific and project-specific requirements and accordingly station his team with the approval of the employer.</p>
27.	Travel	<p>We understand that, any travel between Sites or at the site shall be provided by the Employer.</p> <p>In case of Travel outside the city, Employer shall make necessary arrangements/ reimburse as per actuals.</p>	<p>No. All travel costs related to the assignment and out of pocket expenses are to be borne by the Consultants from out of their fees.</p>

28.	Site Visits	We understand that there is no requirement of periodic meeting at site by the senior members of Employer and consultant.	It is the prerogative of the employer to decide about the periodicity of any such meetings or interactions. However, minimum one fortnightly meeting is required to be held at site and the minutes ought to be documented.
29.	Office at Site	We understand Employer shall provide the consultant with the office space, electricity, water, internet, stationary, pantry etc. for the tenure of the agreement. All related cost for the same shall be borne by the Employer. Please clarify	The Employer will only provide the required sitting space in the site offices.
30.	Extension of project	We understand that in case of extension of project, the fee shall be mutually discussed and agreed upon. Please clarify	This issue shall be dealt while executing the MoU/Agreement.
31.	Statutory Approvals	We understand that obtaining Statutory approvals are not the responsibility and in scope of the consultants (Environment clearance, Fire NOC, Occupation Certificate Etc.)	The statutory approvals are to be obtained by the Employer itself. The consultant shall, however, provide all help in obtaining the statutory clearances.
32.	Agreement	Request to please share the agreement to consider for this project.	The format of agreement or MoU shall be shared with the selected consultants at the appropriate stage.
33.		What is the cost of the project so that we can formulate the percentage fee for the Project Management?	The total estimated value of all the balance works to be completed pan-India may be of the order of about Rs. 4000 to 4500 crores.
34.		The Consultant shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all third-party claims, damages, losses and expenses (including legal fees and expenses) that can be solely attributed to the consultant.	Yes, the same shall be as per the agreement and/or in accordance with the policy as applicable at the time of execution of agreement.

35.		If we assume the project management resources, how RFP comparison will be made as “apple to apple”	The employer is aware of the processes to assess the capacity and capability of the intending bidders on the basis of information supplied and select suitable consultants for empanelment.
36.		What is the status of current project? How many residential houses we need to construct; pl provide breakup.	In total, there would be about 17,000 units (comprising plots/ villas/ floors and flats in multi-storeyed structures) which are to be completed/ built pan-India at different locations.
37.		What is the master schedule of the project so that we can quote according to that?	Each project has a different timeline depending on the work done and the balance work required to complete the project/ sub-project.
38.		Whether we need to tendering? What is the role of existing contractors in the project?	The scope of work is clearly defined in Section 2 Para 3 of RFP document.
39.		What is meant by 3rd Party Inspection of Works? What is the role of PM in this? Should we appoint a separate agency for this?	The 3 rd party inspection is the quality control measure. It is an independent inspection & sample checking for quality and quantity of works during execution & before handing over possession to the allottees.
40.	Selection procedure	Whether reverse auction will be there?	The management reserves the right to take a decision in this regard at the appropriate time.
41.		Consultant shall indemnify and hold harmless the Employer, the Employer’s Personnel, and their respective agents, against and from all third-party claims, damages, losses and expenses (including legal fees and expenses) that can be solely attributed to the consultant.	Yes, the same shall be as per the agreement and/or in accordance with the policy as applicable at the time of execution of agreement.

42.		How many resources we need to deploy or can we assume as per project scope of services.	The RFP clearly defines the scope of work in Section 2 Para 3 of RFP document. The need for deployment of the team is as per best assessment of the Consultant as found necessary in terms of number and capacity to achieve the objective of the assignment. The Consultant shall be required to assess site-specific and project-specific requirements and accordingly station his team with the approval of the employer.
43.	Extension for submission time	Can you extend time-line of submission to one more week as we got the RFP yesterday only?	The date of submission of applications is extended & shall be 25/08/2020 upto 1:00 Pm