

Programme Management Consultant for Development of Exhibition cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor (DMIC) Project

S.No.	Clause No / Page No.	Particulars	Comments	Response from DMICDC
1.	2.1.19 Page 6	RFQ cum RFP Processing Fee: The RFQ cum RFP submissions shall be accompanied by a Bank Draft of USD 1700.00 only (USD Two Thousand Only) or INR 1,0,000.00 (Indian Rupees One Lakh only) plus service tax @ 15%	Is the amount in INR 1,00,000.00 or INR 1,0,000?	Kindly refer Corrigendum-1 in this regard.
2.	2.1.20 Page 6	If they already have their office in NCR, there is no separate requirement of setting up of the project office.	Please clarify that there is no site office required during execution of project	The condition of the RfQ cum RfP remains unchanged.
3.	2.6.12 Page 12	It is clarified that the cost of setting up of the PMO shall have to be borne by the consultant and the client will not be responsible for any cost relating thereto.	It is requested that for parity and as per international practice, the fee for setting up of PMO should be excluded from the financial proposal and should be fixed as a lump-sum cost by DMICDC	The condition of the RfQ cum RfP remains unchanged
4.	Clause 2.7.4 / Page 13	All core staff proposed must be the permanent full time employees of the firm.	As this is a mega project and requires a very strong team, we would request DMICDC to allow the consultants to propose the core staff from outside their own organization with certification of availability for duration of project. We plan to rope in experienced professionals from outside india who can bring in the right expertise for project of this scale and nature which has never been executed in India till date. The bidding company shall certify the availability of the personal for the duration of project.	Kindly refer Corrigendum-1 in this regard.

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5.	Clause 2.11.4 / Page 22	Evaluation Criteria (A)	Please specify the weightage of each project or total no. of projects required.	Kindly refer Corrigendum-1 in this regard.
6.	Clause 2.22.1 / Page 30	#1, Programme Director, Qualification & Experience	We request for waiver of the Master's degree condition in qualification criteria as the most suitable candidate may not have Master's degree but be technically and managerially very sound to manage this project.	Kindly refer Corrigendum-1 in this regard.
7.	Clause 2.22.1 / Page 30	#3, Programme Controls Manager & Programme Cost Manager, Qualification & Experience	We request for waiver of the Master's degree condition in qualification criteria as the most suitable candidate may not have Master's degree but be technically and managerially very sound to support this project.	Kindly refer Corrigendum-1 in this regard.
8.	Clause 7.2.5 / Page 181	Without prejudice its rights under Clause 2.5.1, the Client shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Consultant for such time that the Consultant continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Consultant shall not be entitled to claim any corresponding costs arising out of such suspension.	Recommend to add the text in red, clause referencing is incorrect.	Kindly refer Corrigendum-1 in this regard.

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9.	Clause 11.2 / Page 184	<p>Indemnity</p> <p>The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) death or bodily injury to any person (including any third party or any personnel of the Client) or loss of or damage to any property of the Client or any third party (collectively "Indemnified Matter")</p>	Recommend deletion of strikethrough portion.	The condition of the RfQ cum RfP remains unchanged
10.	Clause 2.12.5 / Page 24 & Clause	Removal and/or Replacement of Personnel	This is unreasonable to have reduction of 10% and 20% in case of substitution of key personnel and that too due to compelling circumstances like circumstances beyond	The conditions of the RfQ cum RfP remains unchanged.

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	4.3.1 / Page 172		the control of Consultant. Also pls clarify that what will happen in case substitution goes beyond two times. Cases like reasons of health, resignation or any reason not in control of consultant should be exempted from penalty.	
11.	Clause 6.3 / Page 179-180	Mobilisation Advance	We recommend that advance payment bond should be limited to 100% of yearly fee instead of 110%.	The conditions of the RfQ cum RfP remains unchanged.
12.	Clause 3.7 / Page 188	The following shall be added in Clause 3.7 of the GCC:	Liability should not exceed contract value even in cases of negligence, fraud or willful misconduct.	The conditions of the RfQ cum RfP remains unchanged.
13.	Clause 3.8 (c) / Page 189	<p>Professional Liability Insurance The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of t h r e e (3) years after the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling.</p> <p>The Client shall be designated as a beneficiary in the professional liability insurance procured by the</p>	<p>Period of Insurance cover three years after the expiry or termination is too long. Request to pls reduce it to one year after the the expiry or termination.</p> <p>In case the consultant have a global cover for all its projects, it is not possible to add the name of any specific client as a beneficiary. However, the consultant can provide a certificate of Insurance to the client stating this project is covered under consultant's insurance policy.</p>	<p>The understanding of the consultant is correct. The consultant can provide a certificate of Insurance to the client stating this project is covered under consultant's insurance policy.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		Consultant. In the event the Consultant does not intend to procure a separate professional liability insurance policy in respect of this Contract, the Consultant's general professional liability insurance policy shall procure endorsement of Client's name as a beneficiary for an amount not less than the Contract Fee Ceiling.		
14.	Clause 20 / Page 28	Tentative Schedule for Selection Process	Request for extension of Proposal due date by 4 weeks i.e. from 22nd August, 2016 to 19th September, 2016.	The conditions of the RfQ cum RfP remains unchanged.

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15.	Clause 5	Milestones for the First Work Order	<p>The time lines are unrealistic and not possible to achieve. We request to modify the timelines as below</p> <table border="1" data-bbox="945 497 1552 1444"> <thead> <tr> <th data-bbox="945 497 1272 675">Details</th> <th data-bbox="1272 497 1413 675">Month ("D" denotes Effective Date)</th> <th data-bbox="1413 497 1552 675">Payment %</th> </tr> </thead> <tbody> <tr> <td data-bbox="945 675 1272 986">50% core team mobilized; + Stakeholders workshop for reviewing the master plan and finalisation of next steps + Draft outline for PIP submitted</td> <td data-bbox="1272 675 1413 986">D+1</td> <td data-bbox="1413 675 1552 986">9%</td> </tr> <tr> <td data-bbox="945 986 1272 1161">Technical Assistance documentation as listed in monthly progress report</td> <td data-bbox="1272 986 1413 1161"></td> <td data-bbox="1413 986 1552 1161"></td> </tr> <tr> <td data-bbox="945 1161 1272 1369">100% core team mobilized + PMO set up including Draft PIP budgets, cash flow, schedule, procurement).</td> <td data-bbox="1272 1161 1413 1369">D+2</td> <td data-bbox="1413 1161 1552 1369">8%</td> </tr> <tr> <td data-bbox="945 1369 1272 1444">Technical Assistance documentation as listed</td> <td data-bbox="1272 1369 1413 1444"></td> <td data-bbox="1413 1369 1552 1444"></td> </tr> </tbody> </table>	Details	Month ("D" denotes Effective Date)	Payment %	50% core team mobilized; + Stakeholders workshop for reviewing the master plan and finalisation of next steps + Draft outline for PIP submitted	D+1	9%	Technical Assistance documentation as listed in monthly progress report			100% core team mobilized + PMO set up including Draft PIP budgets, cash flow, schedule, procurement).	D+2	8%	Technical Assistance documentation as listed			Kindly refer Corrigendum-1 in this regard.
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50% core team mobilized; + Stakeholders workshop for reviewing the master plan and finalisation of next steps + Draft outline for PIP submitted	D+1	9%																	
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			in monthly progress report			
			Preparation and submission for floating of the RFQ cum RFP for selection of Preliminary Engineering and Architecture consultants.	D+3	8%	
			Technical Assistance documentation as listed in monthly progress report			
			Preparation and submission for floating of the RFQ cum RFP for selection of Transaction Advisor consultants.	D+4	8%	
			Technical Assistance documentation as listed in monthly progress report			
			Preparation and submission of the Final Validation Study report updated master plan.	D+5	9%	
			Technical Assistance documentation as listed in monthly progress report			
			Implementation of the Programme	D+6	8%	

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			Management Information System (PMIS) e.g. P6 schedule, cost management module, risk register with dashboard			
			Technical Assistance documentation as listed in monthly progress report			
			Preparation and submission for Statutory approvals as part of Validation services for: <ul style="list-style-type: none"> • Master plan approval by DDA • Water requirement approval by DJB • Power sourcing approval by Delhi Tranco/ relevant agency • Building Height Approval by AAI • Fire Safety Approvals • Urban Design Approval by DUAC • Metro 	D+7	9%	

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			Alignment Approval by DMRC • Connectivity approval by DDA			
			Draft Preliminary costing, Project Structuring, Financial feasibility, transaction advisory and bid model for PPP component for project	D+8	8%	
			Technical Assistance documentation as listed in monthly progress report			
			Submission of approval note of PPPAC for PPP components of the project	D+9	8%	
			Technical Assistance documentation as listed in monthly progress			

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			report			
			Draft RFQ cum RFP and Selection of Concessionaire for Phase-I development.	D+10	8%	
			Technical Assistance documentation as listed in monthly progress report			
			Issuance of RFP and Selection of Concessionaire for Phase-I development	D+11	9%	
			Technical Assistance documentation as listed in monthly progress report			
			Final Plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects	D+12	8%	
			Technical Assistance documentation as listed in monthly progress report			

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16.	Section 4 Page 67	Financial Proposal	<p>There is no provision left for Out of Pocket expenses. As per international practice for program management project, a fixed amount for administrative set-up, softwares, site office administration, travel etc is paid and specified in the Financial proposal.</p> <p>Same should be considered by DMICDC for the present assignment.</p>	Kindly refer Corrigendum-1 in this regard.
17.	Page 66	General comment	Certain additional personnel may be required during the terms of the consultancy. Same provision should be specified in the RFP.	The conditions of the RfQ cum RfP remains unchanged.
18.	Page 69	General Comment	<p>The Program management jobs are times and material jobs.</p> <p>There are times when the team is required to work more than 22 days in a month. In that case, the method of payment and manner of calculation of man-months specified in the Standard Form of Contract shall apply even if there are more than 22 working days in any calendar month. The time spent in man-months and the fees payable shall be calculated in accordance to the provision of contract.</p>	Kindly refer Corrigendum-1 in this regard.
19.			Please identify the components of the Exhibition/Convention Center. Will it include Hospitality, Commercial, Residential, and other developments. Also, please identify the Infrastructure components such as Roads, District Cooling, Power stations, Waste Management plant	<p>Kindly refer Clause 5.1.2 of the RfQ cum RfP.</p> <p>The role of PMC along with the preliminary engineering consultant is to identify and finalize the various trunk infrastructure components and</p>

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			and others. Quantifying the above will help better understand the scope.	accordingly take the approval of the client for the same. The conditions of the RfQ cum RfP remains unchanged.
20.			Please clarify the duration of the services whether it is 3 years plus 2 years option, or 1 year plus 2 2 year options.	The initial duration is three (3) years with an option to extend for further two (2) years. For the initial period of three (3) years, yearly work orders will be issued beginning second year highlighting the detailed scope of work and deliverables for the relevant year. The condition of the RfQ cum RfP remains unchanged.
21.			Reference is made to Form 3P in the RFP envelope. No such form is included in the document. Please clarify.	Kindly refer Corrigendum-1 in this regard.
22.			Deputy Programme Director and Design Coordination Manager – Graduate degree in Engineering is required. It is requested to also include Architecture degree since for Design Coordination Architecture is a more relevant degree than Engineering.	Kindly refer Corrigendum-1 in this regard.
23.			Additional Personnel: are CVs required to be submitted?	The CV's of the additional personnel are not required at the time of submission of the bid proposal. However, the client reserves the right to ask for the CV's of the additional personnel at any time after proposal

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				submissions if required. The condition of the RfQ cum RfP remains unchanged.
24.		<p>Marketing and Promotion</p> <ul style="list-style-type: none"> ○ Marketing plan for value maximisation ○ Development of creatives, branding, promotional materials for the project ○ Preparation of Project model - 3D/4D ○ Assisting the client in carrying out road shows, conferences, meetings with investors, etc. 	<p>Who will bear the cost of</p> <p>(a) preparation of branding & promotional material</p> <p>(b) preparation of project model -2D/3D ?</p>	Kindly refer Corrigendum-1 in this regard.
25.		All core staff proposed must be the permanent full time employees of the firm.	The applicant requests the apart from Project director, can other core members be external consultants?	Kindly refer Corrigendum-1 in this regard.
26.		General query: regarding submission of completion certificate for eligible projects	The applicant wishes to bid with an international partner and international clients do not furnish completion certificates. The applicant requests to accept alternate documents such as CA certificate for fee or self certification as proof of project completion.	The condition of the RfQ cum RfP remains unchanged.
27.		<p>Page 14, Clause 7. Preparation of proposal, 2.7.4, p)</p> <p>The Applicant should form a Joint Venture/ Consortium with his Holding/Subsidiary/Associate in case he wants to submit the</p>	We kindly request the client that "If the applicant is a 100% Indian subsidiary of the parent company based outside India, the technical and financial qualification in the RFP could be satisfied by the parent company and its subsidiaries internationally	The condition of the RfQ cum RfP remains unchanged.

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		proposal using the experience/strength of his Holding/Subsidiary/Associate.	a Consortium or Joint Venture between Indian subsidiary and parent company.” Instead, Parent company can provide the undertaking to Indian subsidiary submit their experience, credentials or key personnel in order to qualify for this Assignment. It shall also undertake that they will provide complete support during execution of this Assignment in terms of technical knowledge and relevant experts.	
28.		Page 21, Clause 2.11.3 Minimum Qualification Criteria (A) Experience of Programme Management/ project management during last 10 years, in *Mixed use urban development projects including world class public access facilities (e.g. Exhibition cum convention center, hotels, retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities etc.), Each project should have a built up area of at least 3,00,000 sq.m.	The built up area requirement for mixed use project is extremely stringent. We request the Client to consider that each mixed use development projects should have built up area of at least 1,50,000 sq.m. i.e required two projects with total build up area of 3,00,000 sq.m.	The condition of the RfQ cum RfP remains unchanged.
29.		Page 21, Clause 2.11.3 Minimum Qualification Criteria (B) Experience of delivering master planning services during last 10 years on mixed use urban	The role of PMC as per given scope of services is reviewing the existing Master Plan already developed for ECC Dwarka, validating it, ensure relevance and conformity for construction at site and updating the existing master plan only.	The condition of the RfQ cum RfP remains unchanged.

S.No.	Clause No / Page No.	Particulars	Comments	Response from DMICDC
		development projects where the site area must exceed 50 Hectares or the total built up area of the master plan must exceed 5,00,000 sqm.	<p>Hence the PMC role as described in RFP is limited to planning and design management only and not making new master plan for ECC Dwarka.</p> <p>In this regard the qualification requirement experience of delivering master planning services is not aligned to the role required of management and assuring execution.</p> <p>We request the Client to make the minimum Qualification criteria of planning management specific. Thus we request the Client to change the clause as follow:</p> <p>“Experience of managing master planning services during last 10 years on mixed use urban development projects where the site area must exceed 50 Hectares or the total built up area of the master plan must exceed 5,00,000 sqm.”</p>	
30.		<p>Page 21, Clause 2.11.3 Minimum Qualification Criteria (B)</p> <p>Average annual turnover of the last three years i.e. 2013-14, 2014-15 and 2015-16</p> <p>Individual applicant- INR 100 crores</p> <ul style="list-style-type: none"> • Joint Venture / Consortium <p>Lead Member- INR 75 crores</p> <ul style="list-style-type: none"> • All members of JV / 	<p>We kindly request the client to consider that if the applicant is a 100% Indian subsidiary of the parent company based outside India, Indian subsidiary should be allowed to submit the financial credentials (Turnover) of parent company without forming any JV and can be a lead member.</p> <p>Also as project being in India, largely Indian subsidiary will play lead role in project management and execution along with</p>	The condition of the RfQ cum RfP remains unchanged.

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		Consortium (combined) - INR 100 crores	<p>receive instructions and payments for and on behalf of the JV / Consortium. Hence proposing Turnover criteria of INR 75 crores to be satisfied by Lead Member does not do justice to the actual role of Lead member</p> <p>Instead, Parent company can provide the undertaking to Indian subsidiary to submit their financial credentials and stating that they will provide complete support during execution of this Assignment in terms of technical knowledge and relevant experts.</p>	
31.		<p>Page 15, Clause 2.7.10</p> <p>In case of a JV or Consortium, one of the members shall be designated as the Lead Member (the "Lead Member" or "Member in Charge"). The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement and the members of the JV shall also execute and submit a power of attorney in favour of the Lead Member in the format provided in this RfQ - cum - RfP. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the JV / Consortium.</p>	<p>We request the Client to Clarify if "Lead member" and "Member in Charge" are the same.</p> <p>Please Clarify.</p>	<p>The understanding of the consultant is correct. The condition of the RfQ cum RfP remains unchanged.</p>

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32.		<p>Page 22, Clause 2.11.4, Evaluation of Technical Proposals, Clause (A) (b)</p> <p>Specific experience of the consultant/firm related to this assignment</p> <p>The firm should have undertaken / completed similar project of Programme Management, Master Planning for various component of the projects such as: -</p> <p>a) Experience of Programme Management in ECC/ mixed use development projects urban development projects (e.g. new town/city, industrial park, SEZ, integrated townships), trunk infrastructure in any sectors such as roads, water, sewerage & drainage, public transport (metro/rail), power/energy, airports, (projects encompassing multiple sectors will be counted as one project)</p> <p>b) Experience of delivering master planning services on mixed use urban development projects</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity, location of the projects and technical</p>	<p>The role of PMC as per given scope of services is reviewing the existing Master Plan already developed for ECC Dwarka, validating it, ensure relevance and conformity for construction at site and updating the existing master plan only.</p> <p>Hence the PMC role as described in RFP is limited to planning and design management only and not making new master plan for ECC Dwarka.</p> <p>In this regard the technical qualification requirement experience of delivering master planning services is not aligned to the role required of management and assuring execution.</p> <p>We request the Client to make the technical qualification criteria of planning management specific. Thus we request the Client to change the clause as follow:</p> <p>b) Experience of managing master planning services on mixed use urban development projects The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity, location of the projects and technical specialty."</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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		specialty.		
33.		<p>Page 188, Clause 3.7</p> <p>(a) Except in case of negligence, fraud 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 by the Consultant to the Client's property, the Consultant shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) caused by the Consultant or any person or firm</p>	<p>We kindly request to reword the clause as following:</p> <p>"Notwithstanding anything stated in the Contract, the total liability of the Consultant under the Contract in respect of:</p> <p>(i) any losses or damages (whether direct, indirect or consequential) caused to the Client or to any other party, or</p> <p>(ii) any obligation to indemnify and/or pay liquidated damages, or</p> <p>(iii) any other obligation or liability under the Contract,</p> <p>shall in no event exceed the total payments that are made or expected to be made to the Consultant under the Contract (including professional fees and reimbursable expenditures)."</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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		acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.		
34.		Absence Waiver of Consequential Damages clause	<p>We kindly request the Client to include this new clause in the agreement as per the standard global practice:</p> <p>“Consultants, including any current and future parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers and employees shall, at any time, not be liable for any special, incidental, indirect, punitive, exemplary, liquidated, or consequential damages, including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of production, loss of use, loss of capital, increased cost of operation, whether by statute, at law or in equity, and whether based on contract, tort, negligence (whether active or passive), strict liability, statute or otherwise and arising from any cause whatsoever.”</p>	The condition of the RfQ cum RfP remains unchanged.
35.		The PMC will be responsible for all construction, supervision and management as owner’s engineers for all development works related to 90 Hectares of proposed site. This shall include:	<p>Please note:</p> <ul style="list-style-type: none"> o PMC cannot be responsible for construction o Construction is sole responsibility of contractor/ concessionaire. PMC role is to supervise construction and not to be responsible for construction o PMC cannot be responsible for ensuring 	Kindly refer Corrigendum-1 in this regard.

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			90 Ha. of construction supervision within the given time frame of project which is 3 years.	
36.		Final sign off on all construction related design (GFCs) etc.	The final signoff on the GFC has to be done by Project Architect and not PMC	The condition of the RfQ cum RfP remains unchanged.
37.		In case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise),	Payments can be withheld only and solely on account of reason attributed directly to consultants and not for any reason otherwise. We request you to reword the clause "(either on account of reasons attributable to the Consultant or otherwise)" with "(solely attributed to consultant)"	The condition of the RfQ cum RfP remains unchanged.
38.		Payment terms: The ceiling for is applicable on annual agreed fee and monthly fixed payment.	This is contrary to international practice. Payment ceiling can be capped to the annual payments and not on monthly payments. There are months when consultant may not be able to utilize 100% team to achieve designated payments and certain months where additional man month may be required to achieve the designated milestone or any other issue which is not in the contracted scope but will have bearing on the overall success of project. Consultants should be allowed adjust the intern monthly billings subjected that the annual ceiling is maintained.	Kindly refer Corrigendum-1 in this regard.