

Sr. No.	Firm	RFP clause/page no.	RFP caluse	Query / Clarification	BIDA Response to query / clarification
1	Artelia Consulting Engineers Limited	Page 45 , clause 4 .1 Point 3	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p>	Kindly provide relaxation and consider the projects in past 15 years which will also enable the consultant to showcase their maximum strength & credentials of projects with similar nature in past.	Refer to amended RFP

2	Artelia Consulting Engineers Limited	Page 51, clause 5.1 Point 3	<p>Finance expert cum Industry analyst (Market Expert) Educational qualification and work experience:</p> <ul style="list-style-type: none"> •Must be MBA (Finance) with experience with min. 10 years of experience. •Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project. 	For the Finance expert cum Industry analyst, kindly consider CA degree (Chartered Accountant). Also, it is more advance qualification than M.B.A Finance.	Refer to amended RFP
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3	Artelia Consulting Engineers Limited	Page 56 , Note	<p>Note:</p> <p>i. Bidder is expected to do due diligence of the scope of work and provide experts as per the requirement of project.</p> <p>ii. The above key staff and minimum experience proposed are mandatory with required educational qualification.</p> <p>iii. Key personnel – be considered, only if they are full time employees of the company or the consortium partners or Experts contracted by the Bidder for this assignment, and they should involve fully in the assignment and be available for all meetings that are related to this assignment/project.</p> <p>iv. CVs of the non key experts shall not be evaluated but must be submitted to BIDA at the time of signing of the agreement.</p>	Kindly provide relaxation and consider that minimum 50% of the key experts to be the full-time employees of the company.	Refer to amended RFP
4	Artelia Consulting Engineers Limited	Page 52, Point 7	<p>7. Water supply & Wastewater design expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Civil engineering/ Public Health engineering/ Environmental engineering with min. 10 years of experience. • Must have experience in designing of water supply/ wastewater systems for large townships/ industrial estates. 	Please provide relaxation and consider Graduates in Mechanical Engineering or Civil Engineering with additional 3 years of experience.	No Change

			<ul style="list-style-type: none"> • Must have experience in collection system, pump stations, wastewater recycle& reuse including rainwater harvesting and experience with latest treatment technologies. 		
5	Artelia Consulting Engineers Limited	Page 53 , Point 9	9. ICT expert Educational qualification and work experience: <ul style="list-style-type: none"> • Postgraduate in Electronics and Telecommunications/ Computer Science or MCA / M.Sc in Computer Sciences / IT or related field with min. 10 years of experience. • Must have experience in designing ICT infrastructure for large scale Urban planning and Industrial Development projects. 	Please provide relaxation and consider Graduates in Electronics & Telecommunications with additional 3 years of experience	No change
6	Artelia Consulting Engineers Limited	Page 55 , clause 5.2	Should have a postgraduate degree in chemical/ civil /environmental engineering; with working experience of designing and implementing the wastewater treatment processes.	Kindly provide relaxation and allow graduate degree for all the non key experts.	No change
7	Artelia Consulting Engineers Limited	Clause 1.9	Data sheet	Kindly provide two weeks of extension for the preparation of high-quality competitive proposal.	Refer to amended RFP

8	Assystem India Limited	Page-15, Clause 2.6.6	Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, Multilateral/Bilateral banks as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.	We request to amend the clause as below: Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, Multilateral/Bilateral banks as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate. Kindly advise	Refer to amended RFP
9	Assystem India Limited	General	General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)	We are unable to find the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) in RFP. Hence, request to please share GCC & SCC of subject tender. Kindly advise.	Refer to amended RFP
10	Assystem India Limited	Page-5, Data Sheet, S.No. 9	Bid End Date/Time - 26.12.2024, 05:00 PM	In order to submit our quality bid & best competitive offer, we request you to kindly extend the bid submission date at-least 3 week from pre-bid reply published. Kindly Confirm.	Refer to amended RFP

11	EGIS	Clause No. 9 Page 5	Data Sheet, Sr. No.9. Schedule of Bidding Process Bid End Date/Time 26.12.2024, 05:00 PM We	We request the Authority to provide at least 21 days from the date of publishing clarification/ minutes of pre bid meeting, generally provided for preparation of a comprehensive response.	No change
12	EGIS	Clause 3.1 Page 25	<p>3.1 Background</p> <p>The Bundelkhand Industrial Development Authority (BIDA) is spearheading the development of an industrial city in Jhansi,</p> <p>The primary purpose of this assignment is to get the project prefeasibility for the infrastructure components basis which the projects will be prioritized and accordingly DPRs will be required to be prepared for the infrastructure components. It includes the development of internal roads, water storage and distribution systems, power substations and internal electricity distribution networks, sewage and industrial wastewater treatment facilities, effluent treatment plants, pumping stations, drains, manholes, solid waste management systems, ICT infra and more</p>	We request the Authority to confirm estimated budget and the number of DPRs required to be prepared under the proposed assignment.	Refer to amended RFP

13	EGIS	Clause 4.1, Sr. No. 3 Page 45-46	<p>4.1 Pre-qualification criteria # Eligibility Conditions</p> <p>1. The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>Incase of consortium, the non-lead member must have experience as as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. One project of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. One project of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>For Eligible Projects, ongoing projects completed upto 70 percent can be considered. Only those projects will be</p>	<p>1) Generally Consultants are allowed to enhance project specific qualification through JV/consortium and in such case technical criteria should be fulfilled jointly by JV/consortium member together.</p> <p>We recommend that minimum experience related criteria for 3 (three) nos. of project assignment should be fulfilled jointly by the JV/consortium partners or at least one category by each JV/consortium member, may please be revised.</p> <p>2) We understand that relevant experience in preparation of Preliminary Design Report (PDR) for Trunk infrastructure projects would be considered as eligible projects, please confirm.</p> <p>3) We request that for Eligible Projects, ongoing projects completed over 50 percent may please be considered for qualification & scoring.</p>	Refer to amended RFP
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		<p>considered for evaluation wherein the consultant is either a single entity/ lead firm or have more than 61% Partnership in the JV/ Consortium Project undertaken as subconsultant/associate firm will not be considered for evaluation.</p>		
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14	EGIS	Page 45 , Clause 4.1 Point 3	<p>4.1 Pre-qualification criteria</p> <p># Eligibility Conditions</p> <p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> 1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. 2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. <p>Incase of consortium, the non-lead member must have experience as as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> 1. One project of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. 2. One project of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. <p>For Eligible Projects, ongoing projects completed upto 70 percent can be considered. Only those projects will be considered for evaluation wherein the consultant is either a</p>	<p>As per our prior working experience on similar projects, we recommend at least 60 days to be considered for trunk infrastructure and 45 days for DPRs for Individual Infrastructure Components (for development of Activation area of 400 Ha within Phase-1). We recommend extend time frame to minimum 18 months from 6 months would be more appropriate for this project.</p>	Refer to amended RFP
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		<p>single entity/ lead firm or have more than 61% Partnership in the JV/ Consortium Project undertaken as subconsultant/associate firm will not be considered for evaluation.</p>		
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15	EGIS	Clause 6.2 Page 58	<table><tr><th>Stage</th><th>Milestone</th><th>% of accepted value of contract per DPR</th><th>Duration for each stage as per schedule for submission of DPR</th></tr><tr><td>Stage 1</td><td>Technical Assessment Report including preliminary Engineering drawings and review of infrastructure plan and project feasibility</td><td>10%</td><td>T*+ 15 days</td></tr><tr><td>Stage 2</td><td>Submission of Design basis report and Draft DPR including Drawings, BoQ, costing</td><td>30%</td><td>T*+ 20 days</td></tr><tr><td>Stage 3</td><td>Final DPR including Drawings, BoQ, costing</td><td>30%</td><td>T*+ 30 days</td></tr><tr><td>Stage 4</td><td>Preparation of Tender document for selection of construction Contractor/ Concessionaire</td><td>10%</td><td>45 days from approval of DPR</td></tr><tr><td>Stage 5</td><td>Bid process management and signing of contract/ Concessionaire agreement</td><td>20%</td><td>On Award</td></tr><tr><td></td><td>T* is start date of the particular DPR as per clause 6.1</td><td></td><td></td></tr></table>	Stage	Milestone	% of accepted value of contract per DPR	Duration for each stage as per schedule for submission of DPR	Stage 1	Technical Assessment Report including preliminary Engineering drawings and review of infrastructure plan and project feasibility	10%	T*+ 15 days	Stage 2	Submission of Design basis report and Draft DPR including Drawings, BoQ, costing	30%	T*+ 20 days	Stage 3	Final DPR including Drawings, BoQ, costing	30%	T*+ 30 days	Stage 4	Preparation of Tender document for selection of construction Contractor/ Concessionaire	10%	45 days from approval of DPR	Stage 5	Bid process management and signing of contract/ Concessionaire agreement	20%	On Award		T* is start date of the particular DPR as per clause 6.1			We suggest following changes in the percentage payment against each milestone State 1: 20% of accepted value of contact per DPR State 2: 40% of accepted value of contact per DPR State 3: 30% of accepted value of contact per DPR State 4: 5% of accepted value of contact per DPR State 5: 5% of accepted value of contact per DPR	No Change
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16	EGIS	Additional Clause	Draft Contract Conditions (GCC & SCC)	We observed that draft copy of Contract conditions is missing in the RFP documents. Kindly share	Refer to amended RFP																												

17	EGIS	Additional Clause	Capping of Liability of the Consultant	<p>In line with the accepted best principles for consulting contracts, we recommend that Liability shall be capped upto one time of Contract Value. The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages, penalties and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees. Further, the liability towards third parties, shall also be capped under the Overall capping of liability upto one time of Contract value.</p>	Refer to amended RFP
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18	EY	Clause 2.1.20, page number 10	RFP Processing Fee: The RFP submissions shall be accompanied by a Demand Draft/NEFT/RTGS of INR 25,000/- (Indian Rupees Twenty-five thousand only) plus GST @18%in favour of Finance controller “Bundelkhand Industrial Development Authority”, payable at Jhansi, India, as a nonrefundable RFP processing fee (the “RFP Processing Fee”).	Requesting BIDA to clarify if the processing fees is inclusive of GST or an additional amount of 18% beyond INR 25,000/- is to be paid. Accordingly, the same shall be clarified in the data sheet, page number 5, point 4, as the amount mentioned for Bid Processing Fee is Rs 25,000/- only.	Refer to amended RFP
19	EY	Clause 3.4.1, page number 27	Preparation of Preliminary Engineering drawings and review of infrastructure plans prepared under the Master Plan/ Vision document with respect to Activation Area	Kindly clarify if the master plan shared by BIDA shall be of entire BIDA area or only of the activation area. Also please clarify expectations from the consultant by “review of infrastructure plans”	Refer to amended RFP
20	EY	Clause 3.4.1, page number 27	The Consultant shall conduct a roads and utility infrastructure assessment of the site based on the product mix, Site Survey and Finalization of Maps report. The assessments shall include but not be limited to demand and systems analysis of road network, drinking water, recycled water, industrial water, power, sewage, storm water, gas and telecom networks ICT infrastructure. The systems shall be designed keeping the O&M and ultimate management in perspective. The details include, but not limited to, the following.	We understand that infrastructure assessment mentioned in the clause must be a part of preparation of BIDA master plan. Hence requesting BIDA to kindly clarify if all the mentioned assessments are required to be conducted by the DPR consultants.	Refer to amended RFP
21	EY	Clause 3.4.2, page number 30	All assumption used in the financial analysis along with basis of assumptions shall be elaborated. Selected bidder shall provide the unlocked and editable soft copy of the financial model in Microsoft Excel.	Requesting client to kindly accept submitting the model in pdf format.	No change

22	EY	<p>Clause 4.1, table point 3, page number 45</p>	<p>Pre-qualification criteria: The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. In case of consortium, the non-lead member must have experience as per the following in past 05 years from the date mentioned as PDD: <ol style="list-style-type: none"> One project of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ 	<p>Requesting BIDA to kindly relax the pre-qualification criteria for the non-lead member of the firm by deleting the requirement of project experience of the non-lead member in case of consortium.</p> <p>Clause to be modified as follows: The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. 	<p>Refer to amended RFP</p>
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		<p>1. PPP cum Procurement expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in engineering/ MBA or equivalent with min. 10 years of experience. Must have experience in minimum of 5 successful transaction in PPP mode and Procurement expert for at least 2 Industrial sector related PPP / Transaction Advisory assignments with Central/State Govt in India. <p>Project experience:</p> <p>Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees.</p>	<p>Requesting BIDA to kindly revise the clause as follows: Educational qualification and work experience: Experience – 1.5 Marks</p> <p>Postgraduate in engineering/ MBA/ PGDM/ Planning or equivalent with min. 08 years of experience. > 08 Years - 0.5 >= 10 Years - 1.5</p> <p>Project experience: • Must have experience of successful transaction in PPP mode for at least 3 PPP / Transaction Advisory assignments with Central/State Govt in India. Project Exp – 2.5 Marks = 3 projects - 1 = 4 projects - 1.5 = 5 projects - 2 >= 6 projects - 2.5</p>	Refer to amended RFP
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23	EY	Clause 4.1,	<p>3. Finance expert cum Industry analyst (Market Expert)</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none">• Must be MBA (Finance) with experience with min. 10 years of experience.• Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project. <p>Project experience:</p> <ul style="list-style-type: none">• Must have working experience of atleast 2 projects relevant experience of Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees.	<table><tr><th colspan="2">Experience – 1.5 Marks</th></tr><tr><td>> 10 Years</td><td>0.5</td></tr><tr><td>>= 12 Years</td><td>1.5</td></tr></table> <table><tr><th colspan="2">Project Exp – 2.5 Marks</th></tr><tr><td>= 2 projects</td><td>1</td></tr><tr><td>= 3 projects</td><td>1.5</td></tr><tr><td>= 4 projects</td><td>2</td></tr><tr><td>>= 5 projects</td><td>2.5</td></tr></table>	Experience – 1.5 Marks		> 10 Years	0.5	>= 12 Years	1.5	Project Exp – 2.5 Marks		= 2 projects	1	= 3 projects	1.5	= 4 projects	2	>= 5 projects	2.5	<p>Requesting BIDA to kindly revise the clause as follows:</p> <table><tr><td><p>Educational qualification and work experience:</p><ul style="list-style-type: none">• Must be MBA /PGDM or equivalent with experience with min. 10 years of experience.• Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.</td><td><p>Experience – 1.5 Marks</p><p>> 10 Years - 0.5</p><p>>= 12 Years - 1.5</p></td></tr><tr><td><p>Project experience:</p><ul style="list-style-type: none">• Must have working experience of atleast 2 projects relevant experience of Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees.</td><td><p>Project Exp – 2.5 Marks</p><p>= 2 projects – 1.5</p><p>= 3 projects - 2</p><p>>= 4 projects – 2.5</p></td></tr></table>	<p>Educational qualification and work experience:</p> <ul style="list-style-type: none">• Must be MBA /PGDM or equivalent with experience with min. 10 years of experience.• Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.	<p>Experience – 1.5 Marks</p> <p>> 10 Years - 0.5</p> <p>>= 12 Years - 1.5</p>	<p>Project experience:</p> <ul style="list-style-type: none">• Must have working experience of atleast 2 projects relevant experience of Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees.	<p>Project Exp – 2.5 Marks</p> <p>= 2 projects – 1.5</p> <p>= 3 projects - 2</p> <p>>= 4 projects – 2.5</p>	Refer to amended RFP
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<p>Project experience:</p> <ul style="list-style-type: none">• Must have working experience of atleast 2 projects relevant experience of Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees.	<p>Project Exp – 2.5 Marks</p> <p>= 2 projects – 1.5</p> <p>= 3 projects - 2</p> <p>>= 4 projects – 2.5</p>																									

24	EY	Clause 5.2, page number 56 point 11	Procurement Expert: Professional Experience - More than 5 years Qualification and Specific Expertise - Should be an MBA/BE/B.Tech with experience procurement expert for a minimum of 2 successful transaction in PPP mode with Central/State Govt in India with hands on experience in preparation of bid documents, bidding process, assisting in evaluation of bids, agreement drafting (EPC and PPP preferred) and execution.	Requesting BIDA to kindly revise the clause as follows: Professional Experience - More than 5 years Qualification and Specific Expertise - Should be an MBA/BE/B.Tech/B.Plan/B.Arch or equivalent with experience for a minimum of 2 successful transaction in PPP mode with Central/State Govt in India with hands on experience in preparation of bid documents, bidding process, assisting in evaluation of bids, agreement drafting (EPC and PPP preferred) and execution.	No change
25	EY	Clause 6.1, page number 57	Schedule for submission of DPRs by the Consultant	We understand that there is typo error in grand total of number of days in section A. Requesting BIDA to kindly clarify.	Refer to amended RFP
26	EY	Clause 6.1, page number 57	Schedule for submission of DPRs by the Consultant	Requesting BIDA to kindly mention and elaborate which DPRs are required to be prepared for whole BIDA area and for activation area respectively.	Refer to amended RFP
27	EY	Clause 8, page number 82	Standard Forms- Financial Proposal (to be sealed separately in an envelope, separate from the technical proposal)	Requesting BIDA to kindly allow submission of form 15 and form 16 in financial proposal and delete form 17, 18 and 19 from the proposal.	No change
28	EY	Form – 19, page number 87	Out of Pocket Expenses	Requesting BIDA to clarify the required number of visits for each expert in order to prepare a more informed financial quote.	Refer to amended RFP

29	EY	Clause 6.2, page number 58	<p>Payment and Deliverable Milestones for DPRs :</p> <p>All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS,AUTOCAD DWG & PDF formats for drawings/ plans. In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. Total penalty amount on all counts cannot exceed 10% of the project value. The decision of the Authority shall be final and binding on the consultant.</p>	<p>Requesting BIDA to kindly modify the clause as follows:</p> <p>All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS,AUTOCAD DWG & PDF formats for drawings/ plans. In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. Total penalty amount on all counts cannot exceed 5% of the project value. The decision of the Authority shall be final and binding on the consultant.</p>	No change
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30	EY	Clause 2.4, Page number 12	<p>Ownership of document and copyright: All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client</p>	<p>Requesting BIDA to kindly modify the clause as follows: Ownership of document and copyright: All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The Consultants may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultants own in performing the Services. Notwithstanding the delivery of any Reports, the Consultants retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultants compile and retain in connection with the Services (but not information provided by Client reflected in them).</p>	Refer to amended RFP
31	EY	Clause 2.15.3, page number 24	<p>All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.</p>	<p>Requesting BIDA to kindly modify the clause as follows: All documents and other information provided by shall remain the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto.</p>	Refer to amended RFP

32	EY	New clause	<p>Requesting BIDA to add the following clause for Limitation on Liability in the RFP</p>	<p>Client (and any others for whom Services are provided) shall not recover from the Consultants, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from the Consultants, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	<p>Refer to amended RFP</p>
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33	EY	New clause	Requesting BIDA to add the following clause for Mutual Confidentiality in the RFP	Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information 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.	Refer to amended RFP
34	EY	New clause	Requesting BIDA to add the following clause for Immediate Termination in the RFP	The Consultants may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultants reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Refer to amended RFP

35	EY	New clause	Requesting BIDA to add the following clause for Internal Use in the RFP	Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultants provides under this Agreement (“Reports”), other than information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client’s organization.	Refer to amended RFP
36	EY	Data sheet, page number 5	Bid End Date/Time - 26.12.2024, 05:00 PM	Request to extend the bid submission date by at least two weeks post response to the pre bid queries.	No change
37	N K Buildcon Pvt. Ltd.	Page 5 Point 10	Consortium allowed. In case of Consortium, additional annexures for filling: i) Form 11: Format for Joint Bidding Agreementii) ii) Form 12: Format for Power of Attorney for Lead Member of JV/ Consortium	To promote a fair and competitive bidding process, we respectfully request that you consider allowing only single entities to participate in the bid, rather than Joint Ventures. This approach will foster healthy competition, encourage innovative solutions, and ultimately result in more competitive bids. We believe this will benefit both your organization and the participating consultants.	No change

38	N K Buildcon Pvt. Ltd.	Page 45 , clause 4 .1 Point 2	Financial Capacity: the bidder should have an average annual turnover of at least INR 75 Crore in three (3) consecutive financial years/ in last three (3) financial years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).	After carefully reviewing the project requirements, we respectfully request that you reconsider the average annual turnover criterion. Considering the project cost, we suggest that the required average annual turnover for three consecutive financial years be capped at INR 25 Crores. This adjustment will enable more qualified and specialized consultants to participate in the bid, ultimately benefiting the project.	Refer to amended RFP
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39	N K Buildcon Pvt. Ltd.	Page 45 , clause 4 .1 Point 3	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> 1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. 2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. 	<p>We understand that the experience in Water Supply Scheme under Jal Jeevan Mission with recognized PSUs will also be considered. For kind clarification.</p>	Refer to amended RFP
40	N K Buildcon Pvt. Ltd.	Page 5	Submission Deadline	<p>We request the client to kindly keep the proposal submission due date at least 3 weeks from the date issue of pre-bid reply so that we can compile and submit our proposal in time and client can get healthy and competitive bids.</p>	No change

41	Meinhardt Singapore Pte. Ltd	Clause No 4, Sub Clause 4.1 Point 3, Sub point 1. Page 45 of RFP	Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.	Sir, I request you to consider a township project such as integrated township/ residential Township, hence, to modify clause a given. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ Residential Township/ Township / SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.	Refer to amended RFP
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42	Meinhardt Singapore Pte. Ltd	Clause No 4, Sub Clause 4.2 Point B, Sub point B1. Page 47 of RFP	The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD	Sir, I request you consider a township project also such as integrated township/ residential Township, hence to modify clause a given The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships/ / Residential Township/ Township / SEZ's /Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD	Refer to amended RFP
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43	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)	Page 17 clause 2.7.3.13 and page 45 point 2	<p>The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.</p> <p>Financial</p> <p>Capacity: the bidder should have an average annual turnover of at least INR 75 Crore in three (3) consecutive financial years/ in last three (3) financial years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).</p> <p>If bidding as consortium, then each member of consortium partner shall meet the required financial capacity individually.</p> <p>In case of subsidiary firm operating in India being subsidiary of international firm participating as bidder, such subsidiary is allowed to borrow financials credentials of its parent firm.</p>	<p>As per RFP Clause 2.7.3.13 The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.</p> <p>We Understand that the purpose of forming a Consortium will be to enhance the bid qualification and allow competitive bidding. Also bring the expertise for smooth execution of the project. Hence we request the authority to consider Financial Capacity of the Lead member of the consortium or combined turnover of the Consortium and modify the clause.If bidding as consortium, then the consortium shall meet the required financial capacity individually by the Lead Partner or Jointly by all members.</p> <p>In case of subsidiary firm operating in India being subsidiary of international firm participating as bidder, such subsidiary is allowed to borrow financials credentials of its parent firm.</p>	Refer to amended RFP
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44	Infrastructure Development Corporation (Karnataka) Limited (iDeCK)	Page 5	Last date for submitting proposals: 26th December 2024, 17:00 hrs	To allow us to submit a comprehensive and competitive Bid, We request you to kindly extend the submission date by at least Two Weeks from current date post the Replies to queries are published.	No change
45	Rites ltd	Clause 4.1 (Prequalification criteria) at (Page 45)	3. The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD	It is requested to kindly consider the experience in past 10 years for eligible assignments from PDD.	Refer to amended RFP
46	Rites ltd	Clause 4.1 (Prequalification criteria) at (Page 45)	3. The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD: 1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.	As per the projects eligibility it is requested to kindly consider Infrastructure projects for private and/or Government projects	Refer to amended RFP

47	Rites ltd	Clause 4.2.B1 (Technical Evaluation criteria) at (Page 47)	The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD	For technical evaluation, it is requested to consider infrastructure projects in past 10 years	Refer to amended RFP
48	Rites ltd	Clause 5.1 (Key Experts) at (Page 50)	<p>1. Team Leader</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Engineering/ Planning/ MBA or equivalent with min. 15 years of experience. • Must have worked as TL for atleast 2 projects as per project criteria below. <p>Project experience: • Must have working experience of atleast 2 projects of preparation of DPR for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees or</p> <ul style="list-style-type: none"> • Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees. 	For the Key Experts, in the project experience it is requested to consider Infrastructure projects.	No change

49	Rites ltd	Clause 5.1 (Key Experts) at (Page 50)	<p>2. Deputy team leader cum Infra and engineering expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Civil/ Infrastructure Engineering or equivalent with min. 10 years of experience. • Must have experience in Infrastructure Planning/Designing of Integrated Industrial Townships and designing of economic cluster or corridors townships or campus developments. <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	For all the relevant Key Experts, in the project experience it is requested to consider Infrastructure projects.	No change
50	Rites ltd	Clause 5.1 (Key Experts) at (Page 51)	<p>4. Architect</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Architecture with min. 10 years of experience. • Must have experience in formulation of design, development and execution, <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	For the qualification of Architect, it is requested to also consider Graduate in Architecture with minimum 15 years experience.	Refer to amended RFP

51	Rites ltd	Clause 6.1 (Schedule for submission of DPRs by the Consultant) at (Page 57)	Project Duration 6 months Point 16 - DPR for ICT as per clause 3.4.4.10 (D + 180 days)	We understand that, given the scope of the work and the time frame assigned for each stage, the study duration may be revised to 12 months keeping the provision for approvals and stakeholder consultations.	Refer to amended RFP
52	Rites ltd	Page 45 , clause 4.1 , Point 3 FORM 2	In case of on-going project: certification from the CA on the letter head of the bidder must be submitted, certifying more than 70% fee received.	It is requested to consider 60% fee received for ongoing project.	No change
53	TATA Consulting Engineers Limited	1 Data Sheet Sr. No. 6 (Pg No. 5) 2.1.2 (Pg No. 7) 2.1.17 (Pg No. 9)	Financial Bid to be submitted together with Technical Bid: Yes (in separate envelopes) The Applicants shall submit the proposals online through Uttar Pradesh e- Procurement Portal i.e. www.etender.up.nic.in . Bid proposals to be received in the manual form at the client's address before the last date of submission, as mentioned in the Data Sheet. The proposal has to be submitted both in hard copy (addressed to BIDA office), as well as soft copy (on etender portal).	Please confirm following: 1. Whether Hard Copy of both Technical Proposal and Financial Proposal need to be submitted. 2. The hard copy submission of Technical Proposal and Financial Proposal shall be through hand delivery / courier at following BIDA office address: Bundelkhand Industrial Development Authority First floor, Block A, Kisan Bazaar, Talpura, Jhansi, Uttar Pradesh. OR Please allow the hard copy of proposal to be submitted within 2 days after the bid submission date through Post.	No change

54	TATA Consulting Engineers Limited	2.5.6 (Pg No. 13)	For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 6 (six) months after the completion of the assignment.	We request you to kindly return Performance Security by 3 (three) months after the completion of the assignment.	No change																				
55	TATA Consulting Engineers Limited	2.7.3 Sr. No. 4 (Pg No. 16)	The key personnel shall remain available for the period as indicated in the RFQ CUM RFP. An office space will be provided by BIDA, with basic requisites like furniture, fans, electricity, Wi-Fi connection etc, for the day-to-day functioning. All hardware and software are to be brought by the consultant.	We understand that the project team will work from Consultant's home office and be present at BIDA office / site on need basis.	Refer to amended RFP																				
56	TATA Consulting Engineers Limited	4.2 Technical Evaluation criteria B2 Pg No. 47	The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each	Please clarify, within how many years these projects should have been completed	Refer to amended RFP																				
57	TATA Consulting Engineers Limited	11. PPP cum Procurement expert Pg No. 54	<table border="1"><tr><th colspan="2">Project Exp – 2.5 Marks</th></tr><tr><td>= 5 projects</td><td>1</td></tr><tr><td>= 6 projects</td><td>1.5</td></tr><tr><td>= 7 projects</td><td>2</td></tr><tr><td>>=8 projects</td><td>2.5</td></tr></table>	Project Exp – 2.5 Marks		= 5 projects	1	= 6 projects	1.5	= 7 projects	2	>=8 projects	2.5	<p>By reviewing required project experience for PPP cum Procurement expert w.r.t. the rest of experts, it seems that there is a typo error in number of projects required. The project experience need to be corrected as given below.</p> <table border="1"><tr><th colspan="2">Project Exp – 2.5 Marks</th></tr><tr><td>= 2 projects</td><td>1</td></tr><tr><td>= 3 projects</td><td>1.5</td></tr><tr><td>= 4 projects</td><td>2</td></tr><tr><td>>=5 projects</td><td>2.5</td></tr></table>	Project Exp – 2.5 Marks		= 2 projects	1	= 3 projects	1.5	= 4 projects	2	>=5 projects	2.5	No change
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58	TATA Consulting Engineers Limited	12. Legal expert Pg No. 54	<table><tr><th colspan="2">Project Exp – 2.5 Marks</th></tr><tr><td>= 5 projects</td><td>1</td></tr><tr><td>= 6 projects</td><td>1.5</td></tr><tr><td>= 7 projects</td><td>2</td></tr><tr><td>>=8 projects</td><td>2.5</td></tr></table>	Project Exp – 2.5 Marks		= 5 projects	1	= 6 projects	1.5	= 7 projects	2	>=8 projects	2.5	<p>By reviewing required project experience for Legal expert w.r.t. the rest of experts, it seems that there is a typo error in number of projects required. The project experience need to be corrected as given below.</p> <table><tr><th colspan="2">Project Exp – 2.5 Marks</th></tr><tr><td>= 2 projects</td><td>1</td></tr><tr><td>= 3 projects</td><td>1.5</td></tr><tr><td>= 4 projects</td><td>2</td></tr><tr><td>>=5 projects</td><td>2.5</td></tr></table> <p>Please confirm.</p>	Project Exp – 2.5 Marks		= 2 projects	1	= 3 projects	1.5	= 4 projects	2	>=5 projects	2.5	No change
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59	TATA Consulting Engineers Limited	12. Legal expert Pg No. 54	Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR XX Cr as consultancy fees.	We understand that the required consultancy fee is Rs. 1 Cr. Please confirm.	Refer to amended RFP																				
60	TATA Consulting Engineers Limited	Form 18 Breakdown of Remuneration Pg No. 86	Input (Staff-months)	Requesting you to provide estimated minimum Staff-months for both Key and Non-key experts for better evaluation of submitted bids.	Refer to amended RFP																				
61	TATA Consulting Engineers Limited		General	Please provide following project information. 1. Is the Master plan notified / approved 2. Is the land already acquired / in possession of BIDA	Refer to amended RFP																				
62	TATA Consulting Engineers Limited		General	We understand that statutory fee for getting approval, if any, shall be paid by the client and Consultant will provide technical support to the client for getting statutory approval	Refer to amended RFP																				

63	TATA Consulting Engineers Limited		General	Please share a draft contract agreement to us. Requesting you to kindly consider following contractual terms and conditions which are generally mentioned in RFP.	Refer to amended RFP
64	TATA Consulting Engineers Limited		Limitation of Liability	The overall total liability of Consultant arising out of this Agreement for any reason whatsoever including for the conclusively proved faulty engineering Services and for the delay as stated above, shall be limited to 5 (five) per cent of Consultant's compensation.	Refer to amended RFP
65	TATA Consulting Engineers Limited		Liabilities	In no event, the CONSULTANT at any time be liable for special, Indirect, incidental or consequential damages including but not limited to loss of profits, loss of revenue, or for any other loss of any nature whether based on this proposal, negligence, strict liability or otherwise and arising from any cause whatsoever by the reasons of services rendered under this proposal for the scope of services	Refer to amended RFP

66	TATA Consulting Engineers Limited		Confidentiality	<p>For the purpose of this project, “Confidential Information” means all information that is referred to or designated as confidential, at any time, which may be disclosed by word,</p> <p>in writing or by any other means that is exchanged as a result of the performance of the Project.Both the Parties EMPLOYER and CONSULTANT, hereto promise and agree to respect the intellectual property rights and confidentiality of all information, maps, designs, data and other documents as may be made available to the Parties and shared between them, and to use said information solely and exclusively for performance of the Project for which this Work Order is issued and to refrain from and prevent the dissemination or distribution of such information to third parties without the prior written consent</p> <p>of the competent party throughout the term of this Work Order (including any renewal thereof), and for a period of three (3) years thereafter</p> <p>This confidentiality undertaking does not apply to any:</p> <ul style="list-style-type: none"> · information which has been published other than through a breach of this undertaking; · information lawfully in the possession of the recipient Party before its disclosure in the Project took place; · information obtained from a third party who is / was free to disclose it; · information independently developed by a Party; <p>information which a party is requested to disclose and if it did not could be required by law (including a regulatory body) to disclose.</p>	Refer to amended RFP
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67	TATA Consulting Engineers Limited		Foreclosure	<p>If EMPLOYER forecloses the Contract due to unforeseen circumstances:</p> <ul style="list-style-type: none"> · In case the EMPLOYER intends to foreclose the project or suspend the project during the course of the assignment, EMPLOYER must send a letter to CONSULTANT stating such intention to foreclose the project work 30 days prior to such closure. In the event of such foreclosure, compensation shall be made to CONSULTANT for all the work completed until foreclosure date and for expenses towards completed visits. · In case the project is revived later, CONSULTANT reserves the right to re-negotiate the Contract prices. <p>Written notice of thirty days (30 days) shall be provided by EMPLOYER to CONSULTANT before foreclosure</p>	Refer to amended RFP
68	TATA Consulting Engineers Limited		Indemnity	<p>Either party shall indemnify the other party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with the Contract including any made after the completion or the termination of this Contract.</p>	Refer to amended RFP

69	TATA Consulting Engineers Limited	Force Majeure	<p>In the event that either party is prevented, wholly or in part, by any force majeure cause, as defined hereinafter, from performing or accepting performance by the other party, the parties will either agree to a fresh completion date by condoning the period of delay arising out of such nonperformance or may, by mutual consent, treat the contract as terminated.</p> <p>However, if the force majeure conditions persist for an unreasonably long time (specify duration), the party not under force majeure conditions may, by giving a notice to the other party, terminate the contract. In either case of termination, both parties will have no claim for compensation against each other but shall receive their dues as prevailing on the date of commencement of force majeure conditions.</p> <p>Force Majeure is herein defined as: -</p> <ul style="list-style-type: none"> · Any cause which is beyond the reasonable control of the CONSULTANT or EMPLOYER. · Natural phenomena, including but not limited to weather conditions (excluding monsoon), fire, explosion, floods, drought, earthquakes and epidemics, sudden eruption of an adverse climatic or geological condition at the site · Acts of any Governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, terrorism, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions. · Disruption in communication · Strikes and lockouts. · Sabotage, riot, civil commotion, invasion and insurrection. · Pandemic & Epidemic. 	Refer to amended RFP
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			<p>EMPLOYER shall reimburse at cost any and all necessary costs incurred in continuing to undertake the Work and / or</p> <p>in evacuating CONSULTANT / CONSULTANT's consultants from EMPLOYER's office/s, work location/s, project site/s etc. as deemed appropriate by EMPLOYER and / or CONSULTANT and / or other relevant bodies including Embassies and / or National, Regional or Local Government.</p> <p>Decision on possibility of continuing work in a Force Majeure event, even with additional cost, shall however solely be of the Party in Force Majeure event & shall be binding on the other Party</p>	
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70	TATA Consulting Engineers Limited	Suspension	<p>In the event of suspension of the Contract for any reason, CONSULTANT shall be entitled to:</p> <p>a) Payment for the services rendered till the date of such suspension. If the reasons/causes for Suspension are not attributable to CONSULTANT, EMPLOYER shall in addition to point 'a' above, compensate CONSULTANT with 'b' and 'c' as under:</p> <p>b) An extension of time for any such delay, if completion is or will be delayed and</p> <p>c) Any additional cost that CONSULTANT may incur due to such suspension e.g. de-mobilisation costs etc.</p> <p>After giving at least 14 days' notice to the EMPLOYER, the CONSULTANT may, by a further notice of at least 42 days, terminate the work order, or at his discretion, without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:</p> <p>a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing; or</p> <p>b) when Services have been suspended and the period of suspension have exceeded 60 days.</p> <p>When the reasons of Suspension are not attributable to CONSULTANT, if Suspension is revoked within 60 days since the date of notice of Suspension, CONSULTANT shall commence the services with same commercial Terms in this Work order. However, if the Suspension is revoked after 60 days since the date of notice of Suspension, CONSULTANT has right to resume the services with revised terms & conditions of this Work order. However, if such revised terms & conditions cannot be mutually agreed</p>	Refer to amended RFP
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				<p>between the Parties, CONSULTANT has the right to terminate this work order with an immediate effect.</p>	
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71	TATA Consulting Engineers Limited	Termination	<p>Either party to the Work order shall have the right to terminate the Work order by giving the other party a prior written notice of 90 days, provided the other party is in material breach of his obligations pursuant to this work order and has not remedied the same within 30 days following the receipt of notice from the aggrieved party specifying such breach.</p> <p>In the event of termination as above and / or any reason, EMPLOYER shall pay to CONSULTANT the following:</p> <p>a) All such amounts as shall have accrued or shall have become payable to CONSULTANT but have remained unpaid on the effective date of such termination</p> <p>b) Upon such termination, CONSULTANT shall deliver within reasonable time to EMPLOYER all drawings, designs and documents received by CONSULTANT under or pursuant to or as a result of this Work order from anyone connected with this Project.</p> <p>Either Party can terminate this Work order with an immediate effect if the other Party goes into liquidation / bankruptcy.</p>	Refer to amended RFP
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72	TATA Consulting Engineers Limited		Additional Scope	Parties agree that any work done beyond the agreed scope of this Contract shall be charged extra.	Refer to amended RFP
73	TATA Consulting Engineers Limited		Price Escalation	In case the project is extended beyond six months from the date of start of work for the reasons not attributable to Consultant, escalation at mutually agreed rates shall be applicable.	Refer to amended RFP

74	Voyants Solutions Private Limited	<p>4. Qualification criteria</p> <p>4.1 Prequalification criteria</p> <p>Page No. 45</p>	<p>3. The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>Incase of consortium, the non-lead member must have experience as as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. One project of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban</p>	<p>Request you to kindly amend the criteria as follows:</p> <p>3. The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 10 years from the date mentioned as PDD:</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>Incase of consortium, the non-lead member must have experience as as per the following in past 10 years from the date mentioned as PDD:</p> <p>1. One project of preparing DPR (Detailed Project Report) including engineering design/detailed design</p>	Refer to amended RFP
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		<p>Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. One project of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p>	<p>for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. One project of carrying out project feasibility of industrial/urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>Please confirm.</p>	
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75		<p>4. Qualification criteria</p> <p>4.2 Technical Evaluation criteria</p> <p>Page No. 47</p>	<p>B. Technical Capability</p> <p>B1. The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD</p> <p>The infrastructure components that would be considered include:</p> <p>a) Roads; b) Water supply; c) Sewerage; d) Drainage; e) Integrated solid waste management; f) Power supply including Transmission and Distribution network; g) ICT Infrastructure</p> <p>i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 05 marks</p> <p>ii. For every additional project : of INR 50 Crores – INR 75 Cr, 1 mark of INR 75 Crores – INR 100 Cr, 1.5 mark of INR 100 Crores – INR 150 Cr, 2 mark of INR 150 Crores – INR 200 Cr, 2.5 mark of INR 200 Crores and above, 3 mark (up to total maximum of 16 marks in this category)</p>	<p>Request you to kindly amend the criteria as follows:</p> <p>B1. The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 10 years from the date mentioned as PDD</p> <p>The infrastructure components that would be considered include:</p> <p>a) Roads; b) Water supply; c) Sewerage; d) Drainage; e) Integrated solid waste management; f) Power supply including Transmission and Distribution network; g) ICT Infrastructure</p> <p>i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 05 marks</p> <p>ii. For every additional project : of INR 50 Crores – INR 75 Cr, 1 mark of INR 75 Crores – INR 100 Cr, 1.5 mark of INR 100 Crores – INR 150 Cr, 2 mark of INR 150 Crores – INR 200 Cr, 2.5 mark of INR 200 Crores and above, 3 mark (up to total maximum of 16 marks in this category).</p> <p>Please confirm.</p>	<p>Refer to amended RFP</p>
76	REPL	<p>Clause 7 (Page No. 5)</p>	<p>Pre-bid conference-05.12.2024, 11:00 AM</p>	<p>We request you to kindly provide the VC link to attend the pre-bid meeting remotely.</p>	<p>Provided on etender portal with</p>

					this tender ID
77		Clause 3 (Page No. 45)	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> 1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk Infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. 2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each. 	<p>We request you to kindly modify the clause as follow:</p> <p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 10 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> 1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and/or Government Projects of value not less than INR 200 Crores each. 2. Three projects of carrying out project feasibility/Master Plan of industrial/ urban infrastructure projects for private and/or Government Projects of value not less than INR 200 Crores each. 	Refer to amended RFP

78		Clause 4.2-A (Page No. 47)	<p>Financial Capacity:</p> <p>Average annual turnover from consulting/ advisory service of any 3 (three) years over last 3 (Three) years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).</p> <p>a. Average annual turnover of INR 75 Crore (Rupees Seventy Five Crore only) - 05 marks</p> <p>b. For every additional 10 Crores - 1 mark (up to maximum of 08 marks)</p>	<p>We request you to kindly modify the Clause as follow:</p> <p>Financial Capacity:</p> <p>Average annual turnover from consulting/ advisory service of any 3 (three) years over last 3 (Three) years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).</p> <p>a. Average annual turnover of INR 75 Crore (Rupees Seventy Five Crore only) marks 05</p> <p>b. For every additional 2 Crores - 1 mark (up to maximum of 08 marks)</p>	Refer to amended RFP
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79		Clause B-1 (Page No. 47)	<p>The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and/ or Government Projects in past 05 years from the date mentioned as PDD The infrastructure components that would be</p> <p>considered include:</p> <ul style="list-style-type: none"> a) Roads b) Water supply c) Sewerage d) Drainage e) Integrated solid waste management f) Power supply including Transmission and Distribution network g) ICT Infrastructure i. Minimum 03 infrastructure components project cost of INR 200 Crores each - 05 marks ii. For every additional project: of INR 50 Crores - INR 75 Cr, 1 mark of INR 75 Crores - INR 100 Cr, 1.5 mark 	<p>We request you to kindly modify the Clause as follow:The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 10 years from the date mentioned as PDD</p> <p>The infrastructure components that would be</p> <p>considered include:</p> <ul style="list-style-type: none"> h) Roads i) Water supply j) Sewerage k) Drainage 1) Integrated solid waste management m) Power supply including Transmission and Distribution network n) ICT Infrastructure 1. Minimum 03 infrastructure components project cost of INR 200 Crores each - 05 marks ii. For every additional project: of INR 50 Crores - INR 75 Cr, 1 mark of INR 75 Crores - INR 100 Cr, 1.5 mark of INR 100 Crores - INR 150 Cr, 2 mark of INR 150 Crores - INR 200 Cr, 2.5 mark of INR 200 Crores 	Refer to amended RFP
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		<p>of INR 100 Crores - INR 150 Cr, 2 mark</p> <p>of INR 150 Crores - INR 200 Cr, 2.5 mark</p> <p>of INR 200 Crores and above, 3 mark</p> <p>(up to total maximum of 16 marks in this category)</p>	<p>and above, 3 mark</p> <p>(up to total maximum of 16 marks in this category)</p>	
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80		Clause B-2 (Page No. 47)	<p>The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 crores each</p> <p>i Minimum 03 infrastructure component project cost of INR 200 Crores each - 04 marks</p> <p>ii. For every additional project: of INR 50 Crores - INR 75 Cr, 0.5 mark for each project of INR 75 Crores - INR 100 Cr, 1 mark for each project of INR 100 Crores - INR 150 Cr, 1.5 mark for each project of INR 150 Crores - INR 200 Cr, 2 mark for each project of INR 200 Crores and above, 2.5 mark for each project (up to total maximum of 8 marks in this category)</p>	<p>The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility / Master Plan for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 crores each</p> <p>i Minimum 03 infrastructure component project cost of INR 200 Crores each - 04 marks</p> <p>ii. For every additional project: of INR 50 Crores - INR 75 Cr, 0.5 mark for each project of INR 75 Crores - INR 100 Cr, 1 mark for each project of INR 100 Crores - INR 150 Cr, 1.5 mark for each project of INR 150 Crores - INR 200 Cr, 2 mark for each project of INR 200 Crores and above, 2.5 mark for each project (up to total maximum of 8 marks in this category)</p>	Refer to amended RFP
81	ASCELA ADVISORS PRIVATE LIMITED	page -45 clause 4.1 - 2	<p>Financial Capacity: the bidder should have an average annual turnover of at least INR 75 Crore in three (3) consecutive financial years/ in last three (3) financial years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).</p> <p>If bidding as consortium, then each member of consortium partner shall meet the required financial capacity individually.</p> <p>In case of subsidiary firm operating in India being subsidiary of international firm participating as bidder, such subsidiary is allowed to borrow financials credentials of its parent firm.</p>	The Consultant has requested for exemption in turnover.	No change

82	Grant Thornton Bharat LLP	Page 47 clause B1/B2	<p>B1-The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD</p> <p>The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> a)Roads b)Water supply c)Sewerage d)Drainage e)Integrated solid waste management f)Power supply including Transmission and Distribution network g)ICT Infrastructure i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 05 marks ii. For every additional project : <ul style="list-style-type: none"> of INR 50 Crores – INR 75 Cr, 1 mark of INR 75 Crores – INR 100 Cr, 1.5 mark of INR 100 Crores – INR 150 Cr, 2 mark of INR 150 Crores – INR 200 Cr, 2.5 mark of INR 200 Crores and above, 3 mark <p>(up to total maximum of 16 marks in this category)</p>	The Consultant has requested for Clarity on marking for clause B1/B2	Refer to amended RFP
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83	Grant Thornton Bharat LLP		<p>B2-The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each</p> <p>i Minimum 03 infrastructure components project cost of INR 200 Crores each – 04 marks</p> <p>ii. For every additional project :</p> <p>of INR 50 Crores – INR 75 Cr, 0.5 mark for each project</p> <p>of INR 75 Crores – INR 100 Cr, 1 mark for each project</p> <p>of INR 100 Crores – INR 150 Cr, 1.5 mark for each project</p> <p>of INR 150 Crores – INR 200 Cr, 2 mark for each project</p> <p>of INR 200 Crores and above, 2.5 mark for each project</p> <p>(up to total maximum of 8 marks in this category)</p>		Refer to amended RFP
84	FI	Page 58 clause 6.2 Stage 3	Final DPR including Drawings, BoQ, costing	The consultant has requested the tensure of upto 1 Year	Refer to amended RFP

85	FI	Page 18 Point 2.7.8 Clause 7	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed more than 70 percent or more shall only be considered for evaluation. The Applicant shall provide the proof that the project is completed more than 70 percent through copy of invoice or payment received till date or through certificate from the respective client	The consultant has requested the reduced the percentage of completion of project.	No change
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Sr. No.	Firm	RFP clause/page no.	RFP caluse		Query / Clarification	BIDA Response to query / clarification							
86	TRACTEBEL Engineering Pvt. Ltd	6.1 Schedule for submission of DPRs by the Consultant RFP Pg. - 57-58	<table><tr><td>Deliverables</td><td>RFP Submission of DPR (from date of award of contract) including preparation of tender document</td></tr><tr><td>DPR for trunk Infrastructure (whole BIDA area)</td><td>D + 90 days</td></tr></table>	Deliverables	RFP Submission of DPR (from date of award of contract) including preparation of tender document	DPR for trunk Infrastructure (whole BIDA area)	D + 90 days	<table><tr><td>Deliverables</td><td>Submission of DPR (from date of award of contract) including preparation of tender document</td></tr><tr><td>DPR for trunk Infrastructure (whole BIDA area)</td><td>D + 180 days</td></tr></table>	Deliverables	Submission of DPR (from date of award of contract) including preparation of tender document	DPR for trunk Infrastructure (whole BIDA area)	D + 180 days	Refer to amended RFP
Deliverables	RFP Submission of DPR (from date of award of contract) including preparation of tender document												
DPR for trunk Infrastructure (whole BIDA area)	D + 90 days												
Deliverables	Submission of DPR (from date of award of contract) including preparation of tender document												
DPR for trunk Infrastructure (whole BIDA area)	D + 180 days												

			DPR for Logistics corridor (38 Km. Six lane green field expressway, 15 Km. service road) (For whole BIDA area and activation area) as per clause 3.4.4.2	D + 30 days		DPR for Logistics corridor (38 Km. Six lane green field expressway, 15 Km. service road) (For whole BIDA area and activation area) as per clause 3.4.4.2	D + 60 days	
			DPR for power and transmission structure (132/33 KV s/s, TLs, Solar plants) (For Activation area)	D + 60 days		DPR for power and transmission structure (132/33 KV s/s, TLs, Solar plants) (For Activation area)	D + 120 days	
			DPR for Water infrastructure (Fresh water intake project, Recycled water project- 24 Km rising main, Pumping station, storage structure) (For Activation area)	D + 90 days		DPR for Water infrastructure (Fresh water intake project, Recycled water project- 24 Km rising main, Pumping station, storage structure) (For Activation area)	D + 180 days	
			DPR for STP as per clause 3.4.4.12	D + 120 days		DPR for STP as per clause 3.4.4.12	D + 240 days	
			DPR for CETP as per clause 3.4.4.13	D + 120 days		DPR for CETP as per clause 3.4.4.13	D + 240 days	
			DPR for WTP as per clause 3.4.4.11	D + 90 days		DPR for WTP as per clause 3.4.4.11	D + 180 days	
			DPRs for Individual Infrastructure Components (for development of Activation area of 400 Ha within Phase-1)	D + 180 days		DPRs for Individual Infrastructure Components (for development of Activation area of 400 Ha within Phase-1)	D + 360 days	
						Road network (covering complete ROW) as per clause 3.4.4.2	D + 240 days	
						Potable, industrial and recycled water supply network including waste water as per clause 3.4.4.3	D + 240 days	

			Road network (covering complete ROW) as per clause 3.4.4.2	D + 120 days	Drainage network as per clause 3.4.4.4	D + 240 days	
			Potable, industrial and recycled water supply network including waste water as per clause 3.4.4.3	D + 120 days	Sewerage network, Industrial effluent collection and Effluent disposal network as per clause 3.4.4.5	D + 240 days	
			Drainage network as per clause 3.4.4.4	D + 120 days	Power Supply and Electrical works as per clause 3.4.4.6	D + 300 days	
			Sewerage network, Industrial effluent collection and Effluent disposal network as per clause 3.4.4.5	D + 120 days	Waste Management as per clause 3.4.4.7	D + 300 days	
			Power Supply and Electrical works as per clause 3.4.4.6	D + 150 days	Gas network corridor and Telecom ducting network as per clause 3.4.4.8	D + 300 days	
			Waste Management as per clause 3.4.4.7	D + 150 days	Landscaping including, planters, beautification & development of parks, rainwater harvesting etc.; Street Furniture / Layout Maps/ Lane Guide maps / Signages; Signages Sector / Lane Boards; Road/ traffic Sign Boards; Nesting Huts with benches	D + 360 days	
			Gas network corridor and Telecom ducting network as per clause 3.4.4.8	D + 150 days			
			Landscaping including, planters, beautification & development of parks, rainwater harvesting etc.; Street Furniture / Layout Maps/ Lane Guide maps / Signages; Signages Sector / Lane Boards; Road/ traffic	D + 180 days	Other miscellaneous building components as per clause 3.4.4.9	D + 360 days	
					DPR for ICT as per clause 3.4.4.10	D + 360 days	

			Sign Boards; Nesting Huts with benches			
			Other miscellaneous building components as per clause 3.4.4.9	D + 180 days		
			DPR for ICT as per clause 3.4.4.10	D + 180 days		

87	TRACTEBEL Engineering Pvt. Ltd	2.1 Introducti on RFP Pg. - 7	2.1.4 The Applicant shall submit the Proposal in the form and manner specified in this RFQ CUM RFP. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal and in hard copy (addressed to the office of BIDA) and BIDA shall not be responsible for any delay due to any of the technical/server issues.	For the submission of Hard Copy (addressed to the office of BIDA), we request to kindly provide 3 days additional timing from the date of submission of bid on the e-procurement portal. Kindly Accept	No change
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88	TRACTEBEL Engineering Pvt. Ltd	Exemption of Fees for MSMEs 2.1.23. RFP Pg. - 11	Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh. An office space will be provided by BIDA, with basic requisites like furniture, fans, electricity, Wi-Fi connection etc, for the day-to-day functioning. All hardware and software are to be brought by the consultant	We understand that the scope of work pertains to Detail Design and DPR work. Such scope of work can be performed from the home office of the consultants. We request to kindly remove the clause.	Refer to amended RFP
89	TRACTEBEL Engineering Pvt. Ltd	4.2 Technical Evaluation criteria RFP Pg- 47	B1 The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD The infrastructure components that would be considered include: a) Roads b) Water supply c) Sewerage d) Drainage e) Integrated solid waste management f) Power supply including Transmission and Distribution network g) ICT Infrastructure i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 05 marks	We request to kindly provide more clarity on Marking criteria.	Refer to amended RFP

			<p>ii. For every additional project : of INR 50 Crores – INR 75 Cr, 1 mark of INR 75 Crores – INR 100 Cr, 1.5 mark of INR 100 Crores – INR 150 Cr, 2 mark of INR 150 Crores – INR 200 Cr, 2.5 mark of INR 200 Crores and above, 3 mark (up to total maximum of 16 marks in this category)</p>		
90	TRACTEBEL Engineering Pvt. Ltd	4.2 Technical Evaluation criteria RFP Pg-47	<p>The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each</p> <p>i Minimum 03 infrastructure components project cost of INR 200 Crores each –i Minimum 03 infrastructure components project cost of INR 200 Crores each – 04 marks</p> <p>ii. For every additional project : of INR 50 Crores – INR 75 Cr, 0.5 mark for each project of INR 75 Crores – INR 100 Cr, 1 mark for each project of INR 100 Crores – INR 150 Cr, 1.5 mark for each project of INR 150 Crores – INR 200 Cr, 2 mark for each project of INR 200 Crores and above, 2.5 mark for each project (up to total maximum of 8 marks in this category)</p>	We request to kindly provide more clarity on Marking criteria.	Refer to amended RFP

91	TRACTEBEL Engineering Pvt. Ltd	4.1 Point 3 RFP Pg-45	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p>	<p>We understand that the project scope is DPR preparation for Trunk Infrastructure/ Individual Infrastructure Components. All these components are part of Large Infrastructure projects which have many other components. We understand that the bold highlighted/modified will also be considered for the mentioned criteria.</p> <p>Kindly Confirm</p> <p>1. Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, Solid waste Management, sewage disposal, drainage network, Storm Water, STP, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.</p> <p>2. Three projects of carrying out project Pre-feasibility/ feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR</p>	Refer to amended RFP
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				200 Crores each. Kindly Confirm	
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92	TRACTEBEL Engineering Pvt. Ltd	4.1 Point 3 RFP Pg- 45	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05 years from the date mentioned as PDD:</p> <ol style="list-style-type: none"> Three projects of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each. Three projects of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each 	<p>As per standard industry practice, we request to kindly allow escalation of 7% to the project cost per year. Kindly Accept</p>	Refer to amended RFP
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93	TRACTEBEL Engineering Pvt. Ltd	4.2 Technical Evaluation criteria RFP Pg-47	<p>B1 The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> a) Roads b) Water supply c) Sewerage d) Drainage e) Integrated solid waste management f) Power supply including Transmission and Distribution network g) ICT Infrastructure <p>i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 05 marks ii. For every additional project :</p> <ul style="list-style-type: none"> of INR 50 Crores – INR 75 Cr, 1 mark of INR 75 Crores – INR 100 Cr, 1.5 mark of INR 100 Crores – INR 150 Cr, 2 mark of INR 150 Crores – INR 200 Cr, 2.5 mark of INR 200 Crores and above, 3 mark <p>(up to total maximum of 16 marks in this category)</p>	<p>As per standard industry practice, we request to kindly allow escalation of 7% to the project cost per year. Kindly Accept</p>	Refer to amended RFP
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94	TRACTEBEL Engineering Pvt. Ltd	4.2 Technical Evaluation criteria RFP Pg-47	The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each	As per standard industry practice, we request to kindly allow escalation of 7% to the project cost per year. Kindly Accept	Refer to amended RFP
95	TRACTEBEL Engineering Pvt. Ltd	2.7.3 Technical Proposal RFP Pg-16	1. The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	Keeping this clause closed for permanent employee, may debar many other experts to be proposed as Team Leader. This version maintains the flexibility of the Team Leader's role, while making the relationship clearer and more professional. We	Refer to amended RFP

				request to kindly modify the clause as: The team leader proposed must be permanent full-time employee/Consultant (associated more than a year) of the firm responsible entirely for all the Project related matters. Kindly Accept	
96	TRACTEBEL Engineering Pvt. Ltd	5.1 Key Experts RFP Pg-51	3. Architect Educational qualification and work experience: • Postgraduate in Architecture with min. 10 years of experience. • Must have experience in formulation of design, development and execution	We understand that the project scope of work is for detail design and DPR preparation. For this we request to modify the requirement as: Architect Educational qualification and work experience: • Postgraduate in Urban Planning/ Architecture with min. 10 years of experience. OR Graduate in Architecture with min. 15 years of experience Kindly Accept	Refer to amended RFP

97	TRACTEBEL Engineering Pvt. Ltd	5.1 Key Experts RFP Pg-50-54	1. Team Leader 2. Deputy team leader cum Infra and engineering expert 3. Finance expert cum Industry analyst (Market Expert) 4. Architect 5. Structural Engineer 6. Transportation cum Logistics expert 7. Water supply & Wastewater design expert 8. Power supply expert 9. ICT expert 10. Environment expert 11. PPP cum Procurement expert	We understand that for all these experts overall experience from his/her Graduation will be calculated. Provided such experts must have master degree/post-graduation degree as per their respective criteria. Kindly confirm our understanding	Refer to amended RFP
98	TRACTEBEL Engineering Pvt. Ltd	Page 58, clause 6.1 Point 16	DPR for ICT as per clause 3.4.4.10 - D + 180 days	We understand that the complete project duration is 6 months. Kindly Confirm	Refer to amended RFP
99	TRACTEBEL Engineering Pvt. Ltd	Page 58 ,6.2 Payment and Deliverable	Stage-4 - Preparation of Tender document for selection of construction Contractor/ Concessionaire .Duration 45 days from approval of DPR	We request to kindly provide the number of days/time duration that will be taken for approval of DPR. Kindly Provide	Refer to amended RFP

100	TRACTEBEL Engineering Pvt. Ltd	General	Limit to Liability	<p>There is no limitation of liability clause limiting Consultant's liability. This exposes Consultant to unlimited liability and thus, makes the contract terms onerous. It is, therefore, requested that the following clause on limitation of liability is added:</p> <p>Notwithstanding any other clause to the contrary under this Contract, Consultant's total maximum aggregate liability under and in connection with this Contract shall be limited to one hundred percent (100%) of the Contract Price paid. Neither Party shall be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of production, loss of contract, loss of goodwill or business, thirdparty punitive damages, loss of financing expenses (including interest), or loss of data (including the cost of its retrieval) suffered by the other Party or the other Party's contracting parties, arising out of or in connection with this Contract. The limitations set out in this clause shall not operate to exclude either Party's liability (i) to the extent it cannot be excluded by law or (ii) for deliberate breach or deliberate default."</p> <p>Kindly include</p>	Refer to amended RFP
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101	TRACTEBEL Engineering Pvt. Ltd	General	Force Majeure (“Force Majeure”)	<p>There is no Force Majeure clause mentioned in the RFP. Request to kindly include the below mentioned:</p> <p>a. Definition</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>	Refer to amended RFP
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				<p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>b. No Breach of Contract</p> <p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>c. Measures to be Taken</p> <p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of</p>	
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				<p>normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. Kindly Accept</p>	
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102	TRACTEBEL Engineering Pvt. Ltd	2.1.12 Termination of Contract: RFP Pg-8	2.1.12 Termination of Contract: Client will have the right to terminate the contract by giving 60 (sixty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.	<p>The RFP is missing clause pertaining to termination by agency.</p> <p>This is very important, as it protects and provides equal rights of the agency too. Hence, we request to kindly include the below mentioned clause:</p> <p>In case the Agency terminates this Contract, the same shall be informed before, by not less than 60 days' in black and white after the occurrence of any of the events as under: a. If, as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 days. b. If BIDA fails to comply with any final decision reached as a result of arbitration pursuant.. c. If BIDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by BIDA of the Agency's notice specifying such breach.</p> <p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in</p>	Refer to amended RFP
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				<p>case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 2.1.11 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 2.1.11</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>Kindly Accept</p>	
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103	TRACTEBEL Engineering Pvt. Ltd	2.1.12 Termination of Contract: RFP Pg-8	<p>Termination of Contract: Client will have the right to terminate the contract by giving 60 (sixty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.</p>	<p>The RFP is missing clause pertaining to termination by agency. This is very important, as it protects and provides equal rights of the agency too. Hence, we request to kindly include the below mentioned clause: Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs</p> <ul style="list-style-type: none"> • If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; • If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. <p>Kindly Accept</p>	Refer to amended RFP
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104	TRACTEBEL Engineering Pvt. Ltd	1 Data Sheet RFP Pg-5	9. Bid End Date/Time: 26.12.2024, 05:00 PM	As per the standard industry practice, we request to kindly allow Last Date for uploading of Tender documents to be 15 working days from the date of Publication of response to Pre-Bid queries. Kindly confirm	No Change
105	TRACTEBEL Engineering Pvt. Ltd	4.1 Pre-qualification criteria RFP Pg-46	Incase of consortium, the non-lead member must have experience as as per the following in past 05 years from the date mentioned as PDD: 1. One project of preparing DPR (Detailed Project Report) including engineering design/detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value not less than INR 200 Crores each.	We understand that there is typo error in the mentioned criteria. In case of consortium, for the non-lead member must have experience in both the categories having atleast One project (in each category) of value not less than INR 200 Cr. Kindly Confirm	Refer to amended RFP

			<p>2. One project of carrying out project feasibility of industrial/ urban infrastructure projects for private and/ or Government Projects of value not less than INR 200 Crores each.</p>		
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Sr no	Firm	Clause	RFP clause	Query	BIDA response
106	Grant Thornton	4.1 (3)	<p>The Bidder/Lead member (in case of Consortium) must have experience as per the following in past 05years from the date mentioned as PDD:</p> <p>Three projects of preparing DPR (Detailed Project Report) including engineering design/ detailed design for Trunk infrastructure (such as arterial/ collector/ roads or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) of Industrial Townships/ SEZ's/ Special Investment Regions or Urban Infrastructure for private and / or Government Projects of value notless than INR 200 Crores each.</p> <p>Form 2</p> <ul style="list-style-type: none"> • Work order. • Copy of few pages of the contract agreement specifying detailed scope of work. • Completion Certificate; or <p>In case of on-going project: certification fromthe CA on the letter head of the bidder must be submitted, certifying more than 70% fee received.</p>	<p>We request the authority to kindly consider ongoing projects completely as we may lose potential credentials of ongoing assignment which is incomplection stage and their fees is yet to be come. Hence, request you to kindly consider and modify the supporting documents needed as below:</p> <p>“Form 2</p> <ul style="list-style-type: none"> • Work order/ Completion Certificate of completed/ OngoingProjects. <p>Copy of few pages of the contract agreement specifyingdetailed scope of work of completed/ Ongoing Projects.</p>	Refer to amended RFP
107	Grant Thornton	4.1 (3) Pre-Qualification Criteria	<p>Projects ‘1’ and ‘2’ under point 3 shall be collectivelyreferred to as “Eligible Projects”. For Eligible Projects,ongoing projects completed to 70 percent can be considered. For ‘1’ and ‘2’, a single project can qualifyfor both the categories. In that event, it will be counted as one project separately for each category; however,a maximum of one such project shall be admissible.</p>	<p>We request the authority to kindly consider ongoing projects completely as we may lose potential credentials of ongoing assignment which is incomplection stage and their fees is yet to be come. Hence, request you to kindly consider and modify the supporting documents needed as below:</p> <p>“Projects ‘1’ and ‘2’ under point 3 shall be collectively referred to as “Eligible Projects”. For Eligible Projects, ongoing projects shall beconsidered. For ‘1’ and ‘2’, a single project can qualify for both the categories. In that event, it will be counted as one project separately foreach category; however, a maximum of one such project shall be admissible.</p>	Refer to amended RFP
108	Grant Thornton	4.2 Technical Evaluation criteria	<p>B Technical Capacity</p> <p>B1. The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR</p>	<p>We request the authority to kindly consider relaxing marking criteria of Technical Capacity the clause 4.2 (B) B1 as below for</p>	Refer to amended RFP

			<p>(Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD.</p> <p>The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> a) Roads b) Water supply c) Sewerage d) Drainage e) Integrated solid waste management f) Power supply including Transmission and Distribution network <p>ICT Infrastructure</p>	<p>better and fair participation,</p> <p>The Bidder / (Both members collectively in case of Consortium) should have experience of preparing DPR (Detailed Project Report for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects in past 05 years from the date mentioned as PDD. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> a) Roads b) Water supply c) Sewerage d) Drainage e) Integrated solid waste management f) Power supply including Transmission and Distribution network g) ICT Infrastructure <ul style="list-style-type: none"> i. "Minimum 03 projects having any infrastructure components as stated above with a cost of INR 200 Crore each – 04 mark per project. ii. For every additional project: <ul style="list-style-type: none"> INR 50 Cr – INR 100 Cr 1 INR 100 Cr – INR 150 Cr 2 INR 150 Cr – INR 200 Cr 3 INR 200 Cr and above 4 <p>(up to total maximum of 16 marks in this category)</p>	
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109	Grant Thornton	4.2 Technical Evaluation criteria	<p>B Technical Capacity B2. The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>i. Minimum 03 infrastructure components project cost of INR 200 Crores each – 04 marks ii. For every additional project: up to total maximum of 8 marks in this category)</p>	<p>We request the authority to kindly consider relaxing marking criteria of Technical Capacity the clause 4.2 (B) B1 as below for better and fair participation,</p> <p>The Bidder / (Both members collectively in case of Consortium) should have experience of 3 projects of carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of value not less than INR 200 Crores each.</p> <p>i. “Minimum 03 projects having any infrastructure components as stated above with a cost of INR 200 Crores each – 02 mark per project. ii. For every additional project: (up to total maximum of 8 marks in this category)</p>	Refer to amended RFP
110	Grant Thornton	5.1 Key Experts	<p>1. Team leader Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Engineering/ Planning/ MBA or equivalent with min. 15 years of experience. <p>Must have worked as TL for atleast 2 projects as per project criteria below</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects of preparation of DPR for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees or Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects of INR 1 Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Engineering/ Planning/ MBA or equivalent with min. 12 years of experience. <p>Must have worked as TL for at least 2 projects as per project criteria below.</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of at least 2 projects of preparation of DPR for various trunk infrastructure components as mentioned below of Industrial Townships, SEZ's or 	No change

				Urban Infrastructure for private and / or Government Projects or Carrying out feasibility for industrial/ urban infrastructure components for private and/ or Government Projects	
111	Grant Thornton	5.1 Key Experts	<p>2. Deputy team leader</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Civil/ Infrastructure Engineering or equivalent with min. 10 years of experience. • Must have experience in Infrastructure Planning/Designing of Integrated Industrial Townships and designing of economic cluster or corridors townships or campus developments. <p>>10 .5</p> <p>>=12 1.5</p> <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of at least 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in Civil/ Infrastructure Engineering or equivalent with min. 9 years of experience. • Must have experience in Infrastructure Planning/ Designing of Integrated Industrial Townships and designing of economic cluster or corridors townships or campus developments. <p>>9 .5</p> <p>>=11 1.5</p> <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of at least 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. 	No change

				=2 Projects 1 =3 Projects 1.5 =4 Projects 2 >=5 Projects 2.5	
112	Grant Thornton	5.1 Key Experts	3. Finance expert cum Industry analyst (Market Expert) Educational qualification and work experience: <ul style="list-style-type: none"> • Must be MBA (Finance) with experience with min. 10 years of experience. • Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project. 	We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below: <ul style="list-style-type: none"> • Must be MBA (Finance) with experience with min. 08 years of experience. • Must have experience in financial analysis / modelling for large scale industrial corridors, Industrial Townships, Transport logistics projects, market study, feasibility studies, demand & supply assessment of freight and logistics sector, project funding, project financial management & capacity building and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project. >08 .5 >=10 1.5 Project experience: <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience of Carrying out feasibility for industrial/ urban infrastructure components for 	Refer to amended RFP

				private and/ or Government Projects =2 Projects 1 =3 Projects 1.5 =4 Projects 2 >=5 Projects 2.5	
113	Grant Thornton	5.1 Key Experts	4. Architect <ul style="list-style-type: none"> Educational qualification and work experience: Postgraduate in Architecture with min. 10years of experience. Must have experience in formulation of design, development and execution, >10 .5 >=12 1.5 Project experience: <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	Educational qualification and work experience: <ul style="list-style-type: none"> Postgraduate in Architecture with min. 08 years of experience. Must have experience in formulation of design, development and execution, >08 .5 >=10 1.5 Project experience: <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects =2 Projects 1 =3 Projects 1.5 =4 Projects 2 >=5 Projects 2.5	Refer to amended RFP
114		5.1 Key Experts	5. Structural Engineer	We request your kind authority to consider	

			<p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in structural engineering with min. 10 years of experience. Must have experience in designing foundations and structures for infrastructure projects like roads, highways, railways. The Experience in designing of various types of structures and knowledge of latest construction technology with experience in various structures like building, bridges, bridges, road structures etc. <p>>10 .5</p> <p>>=12 1.5</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	<p>and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in structural engineering with min. 08 years of experience. Must have experience in designing foundations and structures for infrastructure projects like roads, highways, railways. The Experience in designing of various types of structures and knowledge of latest construction technology with experience in various structures like building, bridges, bridges, road structures etc. <p>>08 .5</p> <p>>=10 1.5</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. <p>=2 Projects 1</p> <p>=3 Projects 1.5</p>	
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				=4 Projects 2 >=5 Projects 2.5	
115	Grant Thornton	5.1 Key Experts	6. Transportation cum Logistics expert Educational qualification and work experience: <ul style="list-style-type: none"> • Postgraduate in Highway/Transportation engineering with min. 10 years of experience. • Must have experience in preparing transportation plan/feasibility studies related to integrated development projects like logistics parks, FTWZ, SEZ, industrial estates etc. • Must have experience in undertaking traffic / market studies, sector studies and strategies, feasibility studies focusing on various logistics operations within port/ICD logistics sector. >10 .5 >=12 1.5 Project experience: <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below: Educational qualification and work experience: <ul style="list-style-type: none"> • Postgraduate in Highway/Transportation engineering or equivalent with min. 08 years of experience. Must have experience in preparing transportation plan/feasibility studies related to integrated development projects like logistics parks, FTWZ, SEZ, industrial estates etc. <ul style="list-style-type: none"> • Must have experience in undertaking traffic / market studies, sector studies and strategies, feasibility studies focusing on various logistics operations within port/ICD logistics sector. >08 .5 >=10 1.5 Project experience: <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. 	No change

				=2 Projects 1 =3 Projects 1.5 =4 Projects 2	
116	Grant Thornton	5.1 Key Experts	7. Water supply & Wastewater design expert Educational qualification and work experience: <ul style="list-style-type: none"> Postgraduate in Civil engineering/ Public Health engineering/ Environmental engineering with min. 10 years of experience. Must have experience in designing of water supply/ wastewater systems for large townships/ industrial estates. Must have experience in collection system, pump stations, wastewater recycle& reuse including rainwater harvesting and experience with latest treatment technologies. <p>>10 .5</p> <p>>=12 1.5</p> Project experience: <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and /or Government Projects of INR 1 Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Civil engineering/ Public Health engineering/ Environmental engineering with min. 08 years of experience. Must have experience in designing of water supply/ wastewater systems for large townships/ industrial estates. Must have experience in collection system, pump stations, wastewater recycle& reuse including rainwater harvesting and experience with latest treatment technologies. <p>>08 .5</p> <p>>=10 1.5</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience of infrastructure 	No change

				<p>components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects.</p> <p>=2 Projects 1</p> <p>=3 Projects 1.5</p> <p>=4 Projects 2</p> <p>>=5 Projects 2.5</p>	
117	Grant Thornton	5.1 Key Experts	<p>8. Power supply expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Electrical engineering or equivalent with min. 10 years of experience. <p>Must have experience in designing and implementation of power supply networks and related infrastructure including sub stations, transmission lines and distribution network for large integrated township/Industrial area etc.</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Electrical engineering or equivalent with min. 08 years of experience. <p>Must have experience in designing and implementation of power supply networks and related infrastructure including sub stations, transmission lines and distribution network for large integrated township/Industrial area etc. Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. 	No change
118	Grant Thornton	5.1 Key Experts	<p>9. ICT expert</p> <p>Educational qualification and work experience:</p>	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the</p>	No change

			<ul style="list-style-type: none"> Postgraduate in Electronics and Telecommunications/ Computer Science or MCA / M.Sc in Computer Sciences / IT or related field with min. 10 years of experience. <p>Must have experience in designing ICT infrastructure for large scale Urban planning and Industrial Development projects.</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	<p>clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in Electronics and Telecommunications/ Computer Science or MCA / M.Sc in Computer Sciences / IT or related field with min. 08 years of experience. <p>Must have experience in designing ICT infrastructure for large scale Urban planning and Industrial Development projects.</p> <p>Project experience:</p> <ul style="list-style-type: none"> Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. 	
119	Grant Thornton	5.1 Key Experts	<p>10. Environment expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in environmental science / environmental engineering, or equivalent with min. 10 years of experience. Must have experience in environmental impact analysis and relevant environmental risk assessment report preparation and implementation with experience in wastewater treatment and solid waste management. <p>11. Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as</p>	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate in environmental science / environmental engineering, or equivalent with min. 08 years of experience. Must have experience in environmental impact analysis and relevant environmental risk assessment report preparation and implementation with experience in 	No change

			consultancy fees.	<p>wastewater treatment and solid waste management.</p> <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. • 	
120	Grant Thornton	5.1 Key Experts	<p>11. PPP cum Procurement expert</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in engineering/ MBA or equivalent with min. 10 years of experience. • Must have experience in minimum of 5 successful transaction in PPP mode and Procurement expert for at least 2 Industrial sector related PPP / Transaction Advisory assignments with Central/State Govt in India. <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR 1 Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> • Postgraduate in engineering/ MBA or equivalent with min. 08 years of experience. • Must have experience in minimum of 5 successful transaction in PPP mode and Procurement expert for at least 2 Industrial sector related PPP / Transaction Advisory assignments with Central/State Govt in India. <p>Project experience:</p> <ul style="list-style-type: none"> • Must have working experience of atleast 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or 	No change

				Urban Infrastructure for private and / or Government Projects.	
121	Grant Thornton	5.1 Key Experts	12. Legal expert Educational qualification and work experience: <ul style="list-style-type: none"> Postgraduate degree in law with min. 10 years of experience. Must have experience as legal expert in minimum of 5 successful transaction in PPP mode with Central/State Govt in India. Project experience: <ul style="list-style-type: none"> Must have working experience of at least 2 projects relevant experience for preparing DPR of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects of INR XX Cr as consultancy fees. 	<p>We request your kind authority to consider and modify the said clause as to encourage better and fair participation and relax the clause as below:</p> <p>Educational qualification and work experience:</p> <ul style="list-style-type: none"> Postgraduate degree in law with min. 08 years of experience. Must have experience as legal expert in minimum of 5 successful transaction in PPP mode with Central/State Govt in India. <p>Project Project experience:</p> <p>experience:</p> <ul style="list-style-type: none"> Must have working experience of at least 2 projects relevant experience of infrastructure components as mentioned below of Industrial Townships, SEZ's or Urban Infrastructure for private and / or Government Projects. 	Refer to amended RFP
122	Grant Thornton	5 Team of Experts	Note: <p>iii. Key personnel – be considered, only if they are full time employees of the company or the consortium partners or Experts contracted by the Bidder for this assignment, and they should involve fully in the assignment and be available for all meetings that are related to this assignment/project.</p>	We request the authority to consider removing this clause, as we believe in providing the best set of services for the desired assignment and we hire professionals on project basis to focus more on the areas of expertise as per the need of assignment. This clause will restrict us from doing so, hence, we request your kind	Refer to amended RFP

				authority to please consider and remove this clause.	
123	Grant Thornton	6 Deliverables and payment milestones	Submission of DPR (from date of award of contract) including preparation of tender document D+180 days	As per the Deliverables and payment milestones specified in the given RFP, we understand that the tenure of this project is D+180 days (6 months) which is considerably less for DPR Preparations. Hence, we request the kind authority to consider and modify the said clause to expand the minimum tenure of project to 12 months for this assignment.	Refer to amended RFP
124	Grant Thornton	6.2 Payment and Deliverable Milestones for DPRs	Payment against each of the abovementioned DPRs shall be done as per the stages mentioned in the schedule of payment below: In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. Total penalty amount on all counts cannot exceed 10% of the project value. The decision of the Authority shall be final and binding on the consultant	As per the Payment Milestones described in this RFP, we understand that payment will be made on completion of milestone. And as per Form 18 - Breakdown of Remuneration, we will have to provide man months rate for the same. Also, as per the BOQ, it asks for lumpsum cost, kindly clarify on how the amount of each DPR will be decided as the payment and Deliverable Milestones of DPR states % of accepted value of contract per DPR as per stages will be paid to the consultant. Kindly Clarify.	Refer to amended RFP
125	Grant Thornton	6.2 Payment and Deliverable Milestones for DPRs	In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. Total penalty amount on all counts cannot exceed 10% of the project value. The decision of the Authority shall be final and binding on the consultant.	We understand that authority wants to impose penalty on delayed deliverables, we would like to request you to kindly remove this clause as there are lots of challenges in DPR preparation, and many unforeseen challenges may occur later and 2% total cost of amount payable at that deliverable per month of delay is on a higher side. Hence, we would like you to please consider and remove this clause.	Refer to amended RFP
126	Grant Thornton	Additional Clause	Indemnity Clause	We would like to request you kindly add the indemnity clause under the Instruction to Bidders.	Refer to amended RFP
127	Grant Thornton	Additional Clause	Limitation of liability clause	We would request the authority to kindly add the Limitation of liability clause not	Refer to amended RFP

				exceed the total contract value under the Instruction to Bidders.	
128	Grant Thornton	Additional Clause	Retention of copies of confidential information	We would request the authority to kindly add the Retention of copies of confidential information clause, which is required for legal or professional regulatory purposes, under the Instruction to Bidders.	Refer to amended RFP
129	Grant Thornton	Additional Clause	Compelled disclosure of confidential information and termination right	We would request the authority to kindly add the Compelled disclosure of confidential information and termination right clause under the Instruction to Bidders.	Refer to amended RFP
130	Grant Thornton	Additional Clause	Non-Solicitation & Non-Exclusivity	We would like to request you kindly add the non-Solicitation and Non-Exclusivity clause under the Terms of Reference	Refer to amended RFP