

Committee's Response to prebid queries

Annexure-2

#	Firm	Page no. & Clause No.	Reference Clause	Queries / Points of Clarifications	BIDA's Response (Note: No change may also mean the bidder to assess.)
1	2	3	4	5	6
1	PWC	Page 5; 1. Data Sheet – 9: Schedule of Bidding Process	Bid End Date - 08th Mar 2024 till 04:00 PM Opening of Technical Bids - 08th Mar 2024 at 04:30 PM	Considering the nature of the assignment, and the type of resources required for this, we would require some time to arrange the best-fit team for this mandate. We request the authority to extend the submission deadline by three (3) weeks	Refer to amended RFP.
2	PWC	Page 5; 1. Data Sheet - 10,11	Consortium to be allowed – No; Sub-contracting is allowed – No	Successfully delivering the scope of work for this project requires multi-competency team, where team members should have experience across various domains such as macro-economics, industrial strategy, urban planning, socio-economic impact assessment, heritage conservation, environmental, financial, technology, communication & marketing etc. Some of the skillsets might not be available within a single firm and thus request to allow consortium and sub-contracting to enhance the competency of the team required.	Refer to amended RFP.

3	PWC	Page 9; Page 9 of 70 2- Instructions to Bidders 2.6 Eligibility of applicants	2.6.1 The Applicant for participation in the Selection Process as a single entity.		Refer to amended RFP.
4	PWC	Page 58; 9 General Conditions of Contract 9.4 Obligations of the Consultants	(ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub- contracting would be restricted to 30 (thirty) percent of the contract price, and	We understand that subcontracting is limited to 30% of the contract value. However, successfully delivering the scope of work for this project requires multi-competency team, where experience across various domains is required. Request to kindly relax the subcontracting value.	Refer to amended RFP.
5	PWC	Page 58; 9 General Conditions of Contract 9.4 Obligations of the Consultants	Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice.	Request to kindly extend the termination notice period to 60 days (2 months). Also, to uphold the principles of natural justice, request to kindly notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Refer to amended RFP.

6	PWC	Page 7; 2 Instructions to Bidders 2.1 Introduction - (xvii)	Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any	Request to clarify if the proposal submission is through online or through physical hard copy submission	Refer to amended RFP.
7	PWC	Page 13; Clause 2.8.3: Submission, receipt, and opening of proposals	The Applicant shall submit the proposals online at the Uttar Pradesh eProcurement Portal. Proposals submitted at the client's address manually will be rejected	Request to clarify if the proposal submission is through online or through physical hard copy submission	Refer to amended RFP.
8	PWC	Page 8 of 70 2 Instructions to Bidders 2.1 Introduction - (xx)	The hard copy of the processing in the form of Demand Draft shall be submitted at the Client's office before last date of submission of proposals	Request to clarify if the proposal submission is through online or through physical hard copy submission	Refer to amended RFP.

9	PWC	Page 8 of 70 2 Instructions to Bidders 2.1 Introduction - (xxi)	Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh	We understand that BIDA shall provide space to the consultants for setting up the project office in Jhansi. Request for clarification Will the required hardware and logistics support such as chair, table, printer etc. for daily use of the consultants be provided by BIDA? Request for clarification.	Refer to amended RFP.
10	PWC	Page 8 of 70 2 Instructions to Bidders 2.2 Clarification and amendment of RFP documents	2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.	Request the client to please allow participation in the pre-bid meeting through video conferencing facilities.	Link has been shared via email

11	PWC	Page 9 of 70 2 Instructions to Bidders 2.5 EMD	2.5.2 The original hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals.	Can the hard copy be sent to the client office via post? Request for clarification.	Refer to amended RFP.
12	PWC	Page 9 of 70 2 Instructions to Bidders 2.5 EMD	2.5.5 For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 2 years (two years) after the completion of the assignment.	Request to kindly reduce the time-period for return of the Performance Security from 2 years to 1 year as the engagement duration is 11 months.	No Change
13	PWC	Page 16 of 70 2 Instructions to Bidders 2.12 Award of contract	2.12.2 For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 2 years after the completion of the assignment.	Request to kindly reduce the time-period for return of the Performance Security from 2 years to 1 year as the engagement duration is 11 months.	No Change

14	PWC	Page 16 of 70 2 Instructions to Bidders 2.12 Award of contract	13. The consultant has to submit the copy of education and employment certificate for the key experts proposed in the proposal.	Are all education certificates required or the highest education certificate has to be provided? Request for clarity.	Refer to amended RFP.
15	PWC	Page 15 of 70 2 Instructions to Bidders 2.11 Discussion	2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration	2.11.3 The Client will not normally consider substitutions except in cases of incapacity of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under Subject engagement is for 11 months and there are 15 key professionals to be proposed during the engagement tenure. For reasons beyond the control of agency, unforeseen situations, replacement of key personnels may be required in the best interest of project. In such circumstances, request BIDA to re- visit the replacement clause and allow replacement of five (5) exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing	No Change

			<p>agreed for the Original Key personnel against first replacement, Thereafter, reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%,</p>	<p>services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter, reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%,</p>	
16	PWC	<p>Page 15 of 70 2 Instructions to Bidders 2.11 Discussion</p>	<p>3 - Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sq.km. in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/ Development</p>	<p>Request to consider concept regional plan/ regional perspective plan/ city development plan as the key scope of work for such engagements is similar to the scope of work proposed for the subject engagement.</p>	<p>Refer to amended RFP.</p>

			projects will not be considered		
17	PWC	Page 27; 3 Qualification Criteria: 3.2 Technical Evaluation Criteria: Point A-1 (Technical Capability)	Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub Regional Plans in GIS format covering a minimum area of 100 sq km in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered	Request to consider concept regional plan/ regional perspective plan/ city development plan as the key scope of work for such engagements is similar to the scope of work proposed for the subject engagement. We also understand that such experience with multilateral organizations shall also be considered for evaluation. Please clarify.	Refer to amended RFP.

18	PWC	Page 27; 3 Qualification Criteria: 3.2 Technical Evaluation Criteria: Point A-2 (Technical Capability)	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client.	The scope of work for the detailed master planning of industrial park is similar to the scope of work required for undertaking master planning of a special investment region, economic corridor, and equivalent. Considering similarity in scope of work, it is requested to consider experience in Corridor Development Plans/ Concept Regional Plan/ Concept Development projects for industrial parks and relevant (such as special investment region, economic corridor etc.). We also understand that such experience with multilateral organizations shall also be considered for evaluation. Please clarify.	Refer to amended RFP.
----	-----	--	--	--	--------------------------------------

19	PWC	Page 27 3 Qualification Criteria: 3.2 Technical Evaluation Criteria: Point B (CVs of key personnel)	CVs of key personnel	Request to consider addition of the following: 1- Qualifications - International Degree/IIT/IIM/ISB/TISS</ institutes of national or international repute> of shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%. Institutes such as SPA Delhi/ Bhopal, NIT etc. are institutes of national or international repute and renowned in the relevant field– thus, it is requested to consider these specialized institutes for highest marks. 2- Adequacy for the Project - A) Greenfield project experience in master planning for industrial city/ SEZ/ Urban city <or equivalent> 3- Years of experience in similar role- Greenfield project experience in master planning for industrial city/ SEZ/ Urban city <or equivalent> Considering similarity in scope of work, it is requested to consider experience in industrial city/ SEZ/ Urban city and relevant (such as special investment region, economic corridor etc.).	Refer to amended RFP.
----	-----	---	-------------------------	--	--------------------------------------

20	PWC	Page 30 to 33 4 Human Resource Table 1: Required Team - Key Professionals	Overall minimum professional experience of the proposed team of experts as mentioned in the RFP are in the following: Project Manager (Team Leader): Minimum 20 years Financial Analyst cum Market Expert (Deputy Team Leader): Minimum 15 years Socio-Economic Development Specialist: Minimum 15 years Transportation Planner: Minimum 15 years Heritage Conservation Expert: Minimum 15 years Landscape Expert: Minimum 15 years Industrial Expert: Minimum 10 years Infrastructure Consultant: Minimum 15 years Environmental & Hydrology Specialists: Minimum 10 years Urban Designer: Minimum 15 years Urban Planner & GIS Expert: Minimum 5 years Power supply expert: Minimum 8 years Market research (Industry): Minimum 10 years Economic analyst: Minimum 8 years ICT Expert: Minimum 8 years	Request to revise the minimum professional experience to the following: Project Manager (Team Leader): Minimum 15 years Financial Analyst cum Market Expert (Deputy Team Leader): Minimum 10 years Socio-Economic Development Specialist: Minimum 10 years Transportation Planner: Minimum 15 years Heritage Conservation Expert: Minimum 10 years Landscape Expert: Minimum 10 years Industrial Expert: Minimum 7 years Infrastructure Consultant: Minimum 10 years Environmental & Hydrology Specialists: Minimum 10 years Urban Designer: Minimum 10 years Urban Planner & GIS Expert: Minimum 5 years Power supply expert: Minimum 8 years Market research (Industry): Minimum 7 years Economic analyst: Minimum 8 years ICT Expert: Minimum 8 years	No Change
----	-----	--	---	---	-----------

21	PWC	Page 34 4 Human Resource	Following table captures the payment milestones: Sr. 1- 5% Sr. 2- 10% Sr. 3- 15% Sr. 4- 05% Sr. 5- 15% Sr. 6- 15% Sr. 7- 20% Sr. 8- 15%	Following table captures the payment milestones: Sr. 1- 10% Sr. 2- 15% Sr. 3- 20% Sr. 4- 10% Sr. 5- 15% Sr. 6- 10% Sr. 7- 10% Sr. 8- 05%	No Change
22	PWC	Page 33 65 of 70 4 Human Resource	Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/ approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client. Cl. 9.7 Subject to submission of tax invoice by the consultant, the client will release 60% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 40% shall be released only after receipt of comments/approval	15% of the payments are linked to the approval of masterplan by all the competent authorities. Request for clarity on the acceptance criteria, timelines and process on each of the deliverables in the project. Additionally, also request to kindly include the specific acceptance criteria and acceptance process (including deemed acceptance clause) for the deliverables submitted by us as part of our proposal. Cl. 4.2 and Cl. 9.7 are contradictory in nature. Request for clarification.	Refer to amended RFP.

			from the concerned Nodal Agency/client.		
23	PWC	Page 33 4 Human Resource Cl. 4.2 Deliverable and Payment Milestones	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. The decision of the Authority shall be final and binding on the consultant. All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be	Delay can be contributed to external dependencies and not completely in the control of the consultant. Request to kindly cap the Overall delay penalties.	Refer amended RFP

			submitted for each submission.		
24	PWC	General Conditions of Contract Clause 9.10: Liquidated damages Page 61 of 70	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed, and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	Request the client to kindly reduce the maximum limit of liquidated damages to 5% instead of 10%.	No Change
25	PWC	Special Conditions of Contract Clause 10.11 Page 69	The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement.	Request for clarification it the duration of the assignment is 11 months or 36 months.	Refer to amended RFP.

26	PWC	Clause 2.5: Scope of Services (i) Stage I - Review of the existing planning framework and Review of Global Good Practices	Note: All information must be sourced by the consultant from concerned statutory bodies.	Request to kindly clarify whether the consultants will be required to collect data or rather be required to prepare the data collection formats in which the statutory bodies will share data. Also, kindly clarify whether such data will be collected manually or through systems.	Refer to amended RFP.
27	PWC	Clause 2.5: Scope of Services (iii) Stage III -Vision planning for holistic development of the planning area	<p>i. Based on the detailed analysis and assessment of the development status and current trends in the Project Area carried out during assessment stage, the Consultants shall develop alternative strategies to achieve the goals and objective of the sustainable development in the Project Area in the light of relevant policies.</p> <p>ii. The Consultants shall carry out, but not limited to, the following:</p> <p>a. Formulate a Development Vision for planning area stating Vision Statement, targets and Strategies to achieve goals.</p> <p>g. Evolve 2-3 alternative scenarios for spatial growth.</p> <p>h. With inputs from transportation model, and other key parameters evaluate all 2-3 alternative scenarios and finally chose preferred alternative</p>	<p>We understand, the inputs of the consultants should be limited to advisory in nature based on the pre-agreed parameters while the decision to adopt strategies/ vision/ plan should be the responsibility of the client. Request for Clarity-</p> <p>Request to clarify: Proposed scope of services excludes the topographical survey (based on total station method) and any other technical survey (such as geotechnical investigations, hydrology, geology etc.) Environmental pollution related technical testing is not included in the proposed scope of services. We understand that the cost of procuring satellite imagery is of the consultant.</p>	<p>Question 1- Proposed scope of services excludes the topographical survey (based on total station method) and any other technical survey (such as geotechnical investigations, hydrology, geology etc.) - Clarification 1- It is under the scope of the bidder</p> <p>Question 2- Environmental pollution related technical testing is not included in the proposed scope of services.</p>

					<p>Clarification 2- It is under the scope of the bidder</p> <p>Question 3- We understand that the cost of procuring satellite imagery is of the consultant.-</p> <p>Clarification 3- It is under the scope of the bidder</p>
28	PWC	Point 4 at page 6, Clause 2.1 (xx) at page 9	<p>Bid Processing Fee: INR 50000 (Indian rupees Fifty thousand only) (xx)</p> <p>RFP Processing Fee: The RFP submissions shall be accompanied by a Demand Draft/NEFT/RTGS of INR 50,000.00 (Indian Rupees Fifty thousand only) plus GST @18% in favor of Finance controller "Bundelkhand Industrial Development Authority", payable at Jhansi, India, as a non- refundable RFP processing fee (the "RFP</p>	We understand that cost of tender document should not be charged under the Rule 161 (IV) of GFR 2017. We request to kindly waive / delete the requirement for submitting tender fee under the RFP.	No Change

			Processing Fee"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be		
29	PWC	Point 11 at page 6, Clause 9.4 (v) a) at page 64	Sub-contracting is allowed: No a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with	We notice that there are conflicting clauses in the RFP regarding use of subcontractors. We request to kindly clarify if a bidder may use third party / third party resources to provide services under the ensuing contract after seeking prior approval from the client. However, in such a case, the bidder would remain responsible for the work of such subcontractors.	Refer to amended RFP.

			particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.		
30	PWC	Clause 9.4 (viii) at page 65, Clause 10.12 at page 70	(viii) Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. 10.12 Limitation of the Consultants' Liability towards the Client	Request to kindly limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Request to consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii)	No Change

				indirect or consequential loss."	
31	PWC	Clause 9.4 (b) (iv) at page 64	(iv) Confidentiality: The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.	Request to kindly allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the	No Change

				(Indian) Right to Information Act."	
--	--	--	--	-------------------------------------	--

32	PWC	Clause 9.4 (iv) at page 64	<p>(iv) Confidentiality: The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the</p>	<p>Request to kindly consider that consultants may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Therefore, we request to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need-to- know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p> <p>Also, request to kindly reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	No Change
----	-----	----------------------------	--	--	-----------

33	PWC	Clause 9.12 (iii) at page 68	<p>(iii) Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not</p>	<p>Request to kindly include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <p>a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified</p>	No Change
----	-----	------------------------------	---	--	-----------

			<p>relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions addition to any rights which the Client may have at common law, in equity or otherwise</p>	<p>Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement." There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Request to please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.</p> <p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the</p>	
--	--	--	--	--	--

				<p>Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party</p>	
--	--	--	--	---	--

				<p>which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
34	PWC	Clause 9.3 (i) (g) at page 63	g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.	Request to kindly delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	No Change

35	PWC	Clause 2.6.3 to clause 2.6.5 at page 10-12, Clause 9.4 (ii) at page 64	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Request to kindly appreciate that our no conflict confirmations	No Change
36	PWC	Page 36, Clause 9.10 at page 67	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.	We understand that penalty for delay will be 2% of the total cost payable for the deliverable per month of delay. There is no cap on the overall Penalty. LDs for delay capped at 10%. We request to kindly cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Refer amended RFP
37	PWC	Clause 2.11.3 at page 16, Clause 9.5 (ii) at page 66	Replacement of Personnel	We understand that there may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, request to kindly allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise	No Change

38	PWC	Clause 9.4 (xi) at page 65, Clause 10.13 at page 70	(xi). Insurance to be taken out by the Consultants. 10.13 Risks and coverage	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you as we are using them for providing services to you, like we use these for other clients. Request to kindly allow us to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. Request to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	No Change
----	-----	---	---	--	-----------

39	PWC	<p>Clause 2.6.6 at page 12, Point 4 at page 27, Form 3A Point 10 at page 38 and Form 5 at page 57</p>	<p>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. 4. The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal. 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector</p>	<p>The declarations sought in the RFP in Form 5 at page 57 are not in line with the eligibility criteria specified in clauses Clause 2.6.6 at page 12, Point 4 at page 27 and declaration sought in point 10 of Form 3A at page 38. In view of the same, request to please align declaration sought in Form 5 at page 57 with Clause 2.6.6 at page 12, Point 4 at page 27 and Form 3A Point 10 at page 38 of the RFP.</p>	<p>Refer to amended RFP.</p>
----	-----	---	--	---	-------------------------------------

			<p>undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP. Form 5- Declaration</p>		
40	PWC	Form 3A Point 11 at page 38	<p>11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees</p>	<p>Request to kindly allow the bidder to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the professional project/work executed/being executed by bidder.</p>	No Change

41	PWC	Clause 2.6.7 at page 12, Point 5 at page 27, Form 3A Point 5 at page 38, Form 6 at page 58	Non-performance	Request to kindly modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to	No Change
42	PWC	New Clause		We understand that, we will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. We understand that you agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Request to kindly confirm our understanding is correct.	No Change

43	PWC	Clause 4.2 at page 34	Deliverable and Payment Milestones	To complete the project on time, it would require binding both parties with timelines to fulfil their respective part of obligations. Request to kindly incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. Request to consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	Refer amended RFP
44	PWC	Form 3D at page 42	Power of Attorney	We understand that the Form 3D i.e. Power of Attorney enables the authorized representative to sub-delegate the powers. We understand that the term 'power to sub-delegate' is very wide. Thus, request to kindly allow us submit the power of attorney without authorizing the authorized representative to sub-delegate his/her powers.	No Change
45	PWC	2.5 Scope of services, Point 8	"Development of a phased implementation plan..."	How many phases will there be in the implementation plan?	Refer to amended RFP.

46	PWC	9.4 Obligations of the consultants. Section (vii)	"...software submitted by the Consultants..."	The model will be developed in propitiatory software. Which cannot be transferred. The client will have to purchase its own software. Consultant can help the client connect with vendor.	No Change
47	PWC		Related to development of transport model	Does the client have a local transport model developed and will they give access to it?	No such model prepared
48	PWC		Related to development of transport model	What data collection is the client expecting for the transport model development. Usually the following datasets are needed – Household trip diary survey, traffic counts at junctions and mid- blocks and journey time survey at key corridors.	Bidder to assess
49	PWC		Related to data availability	What data does the client already have that could be shared with us?	The data will be shared with the selected bidder
50	Voyants Solutions Pvt Ltd	Page No. 26 Clause no 3 Qualification Criteria	3.1 Pre-qualification criteria 2. Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23)	We request your kind consideration to modify the clause as- 2. Financial Capacity: The Consultant have an average annual turnover of at least INR 100 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY- 23).	Refer to amended RFP.

51	Voyants Solutions Pvt Ltd	Page No. 26 Clause no 3 Qualification Criteria	<p>3.1 Pre-qualification criteria</p> <p>3. Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/ Development projects will not be considered</p>	<p>We request your kind consideration to modify the clause as-</p> <p>3. Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 40 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed.</p> <p>Also request you to consider Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/ Development projects.</p>	No Change
----	---------------------------	--	---	--	-----------

52	Voyants Solutions Pvt Ltd	Page No. 27 Clause no 3.2 Technical Evaluation Criteria	<p>A. Technical Capability A.1 Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks</p>	<p>We request your kind consideration to modify the clause as-</p> <p>A.1 Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 40 sqkm in India or abroad over the past ten (10) years.The project must either be completed or ongoing with 80% work completed Also request you to kindly consider experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects.</p>	No Change
53	Voyants Solutions Pvt Ltd	Page No. 05 Data sheet Clause no 10	5. Earnest Money Deposit (EMD)- INR 25,00,000 (Indian rupees twenty-five Lakh only)	Request you to reduce the EMD to INR 5,00,000/- (Rupees Five Lakhs Only). Please confirm.	No Change

54	Voyants Solutions Pvt Ltd	Page No. 05 Data sheet Clause no 10	10. Consortium to be allowed- No	For such a prestigious project, in the selection criteria Joint Venture / Consortium may be allowed so that the bidder can participate and better option can be brought in for the work. To have a healthy competition among bidder, please allow the Joint Venture / Consortium of 2 members.	No Change
55	Voyants Solutions Pvt Ltd	Page No. 05 Data sheet Clause no 8	Schedule of Bidding Process	To prepare a comprehensive and competitive Proposal, request you to allow at least 3 weeks extension after issuance of pre-bid clarification. Please confirm.	Refer to amended RFP.
56	Voyants Solutions Pvt Ltd	General – Pre Bid Meeting		We request you to kindly provide video conferencing link to attend the pre bid meeting.	Link has been shared via email
57	TRACTEBEL Engineering Pvt. Ltd	Clause 2.5.5 of Eligibility of applicant Page no 9	An Applicant may either be a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act/applicable laws of its country of origin.	We request to authority to clarify that whether companies incorporated in India allowed to participate for the selection process or not? If not We request to kindly allow the firms Incorporated in India also to participate in collaboration with International firms.	Refer to amended RFP.
58	TRACTEBEL Engineering Pvt. Ltd	Page No. 05 Data sheet Clause no 4	RFP Processing Fee: The RFP submissions shall be accompanied by a Demand Draft/NEFT/RTGS of INR 50,000.00 (Indian Rupees Fifty thousand only) plus GST @18%	Processing fee of Rs. 50000/- is high for service procurement; We request to keep it as 10000/- + GST.	No Change

59	TRACTEBEL Engineering Pvt. Ltd	Page No. 05 Data sheet Clause no 5	EMD of Rs 25,00,000/- in the form of a Demand Draft/NEFT/ FDR/Bank Guarantee	Kindly reduce the EMD requirement as 5,00,000/- in the form of a Demand Draft/NEFT/ FDR/Bank Guarantee	No Change
60	TRACTEBEL Engineering Pvt. Ltd	Page No. 05 Data sheet Clause no 10	10. Consortium to be allowed- No	The scope of the services covers the domain expertise like Transportation, Industrial assessment, Heritage conservation, Ecology, Hydrology, Marketing etc apart from the landscape and planning. Considering the above multi sector specialty requirements, we request to allow Joint Venture/Consortium of 3 (lead 1 + other 2) firm, one member should be International firm and all members shall meet the Technical and financial selection criteria jointly.	No change
61	TRACTEBEL Engineering Pvt. Ltd	Clause 2.5.5 of Page no 9	Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in the form of a Bank Guarantee Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 2 years (two years) after the completion of the assignment	The Performance Security is always as some percentage of contract value of the project for domestic as well global competitive service procurement. Hence, we request to make it as 3% of Contract value instead of pre-fixed amount of Rs. 25lakhs. You may also refer the clause no. 2.12.2, page 16 of the RFP, where the Performance Security is mentioned as 5% of contract value. We also understand as soon as project has completed successfully the performance security should be released. Further, we request to modify the clause as: Performance Security shall be released by Client within two months after completion of the assignment by the Consultant.	No change

62	TRACTEBEL Engineering Pvt. Ltd	Clause 1 of 2.7.3 Page no 11	The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	This clause restrict the bidders to propose the personnel best in the sector; That is more important for the successful and timely execution of services. Therefore we propose as, the Team Leader and other key personnel should be either permanent full-time employees of the firm or have a dedicated full-time contract arrangement at the time of actual deployment of expert to work on this project. Kindly consider.	No Change
63	TRACTEBEL Engineering Pvt. Ltd	Clause 6 of 2.7.3 Page no 11	The key personnel shall remain available for the period as indicated in the RFQ CUM RFP	We understand that the availability of key personnel means the expert will be available for project duration as mentioned in the clause 4.1.i of page 33. Kindly clarify.	Refer to amended RFP.
64	TRACTEBEL Engineering Pvt. Ltd	Clause 13 of 2.7.3 Page no 12	The consultant has to be submit the copy of education and employment certificate for the key experts proposed in the proposal	We understand the employment certificate is required only in case the expert is already employed with bidding firm; and not application for the freelance expert. Kindly clarify.	Refer to amended RFP.

65	TRACTEBEL Engineering Pvt. Ltd	Clause 2.11.3 of 211. Page no 15	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>We are completely agree with the Authority to follow the timeline and execute the services in the prescribed timeframe. Meantime, we also wants to brings in your kind notice that the experts are employee with certain employment terms and conditions with the firm, if any employee leaves the organization during the execution of project, in the case the best possible way is to replace him/her with equally or better qualified and experienced personnel ensuring won't impacting the services. Replacement penalty as reduction of remuneration quoted /agreed for the position 80% for the first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement is not a healthy procurement practice for the such type of services, where the consultant is already providing replacement with equally or better qualified and experienced personnel. Such penalty for the unseen circumstances will leads consultant to huge financial loss; and ultimately it will impact the delivery of the services too. Therefore we request to remove the replacement penalty. Or propose a lump sum penalty of Rs. 5000/- for the non-deployment of per key personnel per month. We hope the authority will agree on above and accept the request.</p>	No Change
----	--------------------------------	----------------------------------	--	--	-----------

66	TRACTEBEL Engineering Pvt. Ltd	Clause 2.15 of Page no 17	Pre-Bid meeting: A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.	Kindly allow to attend the pre-bid meeting via online mode also, and share the link.	Link has been shared via email
67	TRACTEBEL Engineering Pvt. Ltd	Clause 2 of eligibility condition Page no 26	The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23)	Such a high turnover of INR 300Cr. may not allow many of bidders which might have similar project experience which is crucial for execution of work. Also there is no weightage for company's Turnover in the Technical evaluation of proposal. Hence, we request to reduce the Turnover as INR 100Cr. instead of INR 300Cr. For the international firms, Financial Year is calendar year (Jan – Dec), FY 2023 has closed month back only; the Financial Annual Report may not be approved till the date of bid submission. Therefore we request to consider the Turnover of (FY-19; FY-20; FY-21;FY-22)	Refer to amended RFP.

68	TRACTEBEL Engineering Pvt. Ltd	Page No. 27 Clause no 3.2 Technical Evaluation Criteria	<p>A. Technical Capability A.1 Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks</p>	<p>We request to kindly consider the experience in Preparation of Vision Plan, Implementation strategy and integrated Infrastructure Plan having similar components as Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans covering a minimum area of 100sqkm in same geography/India or abroad over the past ten (10) years. and ii) Experience in Smart City Project Development and Management Consultancy having prepared Urban infrastructure development plan, Detailed Project Reports, Project Management components in last 10 years also.</p>	Refer to amended RFP.
----	--------------------------------	---	--	---	-----------------------

69	TRACTEBEL Engineering Pvt. Ltd	Clause 4.2 Deliverable and Payment Milestones, Para 3 of page 35	Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client.	The holding of 50% of invoice amount due to not received comments/approval from the client is looks not reasonable because it's not delay from the consultant's end. (The payment percentage mentioned in the above clause contradict the clause no. 2 of 9.7 payments to the consultants pg. 65) Therefore we request to modify the payment condition as. "Subject to submission of tax invoice by the consultant, the client will release 80% payment due against a particular milestone if the comments/approval from the client is not received within 30 days from the date of formally submission of the report (hard copy). Remaining 20% shall be released within 15days from receipt of comments/approval from the concerned Nodal Agency/client. Such comments/approval shall not be delayed more than 45 days the concerned Nodal Agency/client". Clause 9.3.1 (Termination By the Consultants) of General Condition of Contract; itself clearly defined that the time period of any payment delayed beyond 45 days allowed Consultant to go for termination of contract.	Refer to amended RFP.
70	TRACTEBEL Engineering Pvt. Ltd	Note of page No. 47	Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.	Page limitation as 4 pages for evaluation of 15-20 years of experience of key personnel for evaluation against the multiple parameters, is too sort; Hence, we request to increase the page limit as max to 8 pages	No Change

71	TRACTEBEL Engineering Pvt. Ltd	5.7 Form 3G: Team Composition and Task Assignments Page 45	Deployment of Support Staff	Apart from the Key personnel many other Support Staff needs to be deployed for the execution of project. The assessment of requirement of support staff, its qualification, experience may varies to bidder to bidder. Since such deployments also associated with the cost, and the cost have weightage of 20%, it will impact the financial assessment and ultimately in the selection of the firm. Therefore we request to indicate the a tentative number of support staff required for the cost assessment.	Bidder to assess
72	TRACTEBEL Engineering Pvt. Ltd	Clause 9.3.1 (2) (v) b) of Termination page No. 62	b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract	The Clause 6.4.1a), b), d), e) or f) should be cross-checked; It may be clause 9.4.1a), b), d), e) or f) Please check and confirm	No Change

73	TRACTEBEL Engineering Pvt. Ltd	Clause (ii) 3 of Conflict of interest Page No. 63	Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.	Considering the magnitude of project and aim to develop it as self-sustainable, liveable city that delivers an Economically Vibrant and Ecologically Sustainable Ecosystem, a world class enclave that would develop as a lush green area and advance in the state-of-the art Industrial Land Parcels. We understand a lot of works needs to undertake achieving of the ultimate goal and in the process it's also need to engage several consulting firms for different type of services. Restricting to the firm and its associates for providing further services for the period of two long years curtailing of their opportunities. It also looks like punishment for good service. Therefore we request to kindly remove the clause (ii) 3 from the GCC.	No Change
74	TRACTEBEL Engineering Pvt. Ltd	Clause 9.10.1 page no. 66	Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the	The liquidated damages of 1% of contract fees for each week of delay or part thereof, in terms of fails to complete the assignment, within the period specified is general statement. If the clause will remain same in contract, it badly impact financially to the consultant. Assessment of delaying of project weekly may not be a healthy contract condition. Therefore we request to modify the clause as: If the selected Consultant fails to complete the Assignment, within the period specified under the contract with the reasonable delay in writing after the notice/s for the such delays to the consultant, the client shall be deducted from the payment to the consultant, fixed and agreed liquidated damages, and not as penalty, @ 0.1% of the fees	No Change

			applicability of the liquidated damages, if any at the time of the closure of the contract.	of such milestone delays for each month of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 02% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	
75	TRACTEBEL Engineering Pvt. Ltd		Availability of Data with the client office	Kindly provide the information about the availability of related to project data with the client.	Refer to amended RFP.
76	TRACTEBEL Engineering Pvt. Ltd	Clause xxi page no 8	Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh	We understand that the consultant shall establish its project office at Jhansi on its own cost considering all necessary equipment like Laptop, Desktop, Printer, Internet etc. and cost of water, electricity etc. Except the four wheeler vehicle. Kindly confirm.	Refer to amended RFP.
77	TRACTEBEL Engineering Pvt. Ltd	Page No. 05 Data sheet Clause no 8	Schedule of Bidding Process Bid End Date 08th Mar 2024 till 04:00 PM	We request to extend the proposal due date for at least 30 days from the issue of response to queries	Refer to amended RFP.
78	Nippon	Page No. 05 Data sheet Clause no 10	10. Consortium to be allowed- No	We understand that the study requires multidisciplinary expertise as scale of project is large and involve substantial resources. it is difficult for a single firm/ organisation to satisfy. Hence, request you to consider JV/ Consortium/Association/ Sub-Consultant.	No change

79	Nippon	Page No. 27 Clause no 3.2 Technical Evaluation Criteria	<p>Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.</p> <p>The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered.</p> <p>In case of on-going project:</p> <p>a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and</p> <p>b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client.</p> <p>Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p>	<p>1. We request you to consider as follows. Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India and abroad</p> <p>2. We have involved in various Industrial Master Plans supported by international banking agencies. In certain instances, a single contract agreement covers multiple Industrial Master Plans say 3 projects. We kindly request you to assess each Master Plan separately as three distinct projects for evaluation purposes.</p>	Refer amended RFP
80	Nippon	4. Human Resource, Page 30	Resouce 2: Financial Analyst cum Market Expert** - Minimum 15 Years **The consultant would depute/ station dedicated staff (marked with'*) for the Authority who must always be available till the approval	We request you to consider minimum 10 Years of experience and as the scope of work is to prepare financial analysis, project structuring/ PPP, Bid process Management etc. his/her expertise will be required during the draft stage of projectidentification. Hence, request you to consider his deployment as	No Change

				intermittent instead of full time staff.	
81	Nippon	4. Human Resource, Page 30	Resouce 3: Socio- Economic Development Specialist - Master's degree in planning/ social sciences/ Economics with Minimum 15 Years	We request you to consider minimum 7 to 10 years of experience	No Change
82	Nippon	4. Human Resource, Page 30	Resouce 5: Heritage Conservation Expert - Postgraduate in Conservation/ Heritage Studies or Equivalent with Minimum 15 years	We request you to consider Postgraduate in Architect/ Conservation/ Heritage Studies	No Change
83	Nippon	4. Human Resource, Page 30	Resouce 13: Market research (Industry) MBA in marketing	We request you to consider MBA in Marketing/ Real Estate/ Finance with 7 to 10 Years experience	No change
84	Nippon	4.2 Deliverable and Payment Milestones	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	We request you to remove this clause as we envisage that there may be delay in terms of receiving Data/ information from various stakeholders, feedback from line departments, approvals etc.	No Change

85	Aarvee	Clause no. 2.5 Scope of services Page no-21	(i) Stage I - Review of the existing planning framework and Review of Global Good Practices. xi. Preparation and Integration of Base Map on a GIS platform compatible with the Authority's Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform.	We understand that satellite imagery is essential to prepare a base map. Please confirm if authority will provide the satellite imagery to the consultant or if the consultant has to procure the high-resolution satellite imagery. Please confirm the information below for better understanding and competitive bidding. 1. Resolution of the satellite imagery 2. No. of village maps covered under study area and availability. 3. No. of ground control points (GCP) per sq km. Kindly clarify and confirm.	Refer to amended RFP.
86	Aarvee	Clause no. 2.5 Scope of services Page no-21	(ii) Stage II – Baseline Assessment and Gap Analysis i. Physical infrastructure data including water supply and networks, Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities. Stage V (B): Perspective plan, master plan and Infrastructure plans including detailed zoning regulations & urban design guidelines and framework. j. Social and Physical Infrastructure Plan with demand and supply assessment, capacity estimations and network plan of water, power, sewer, waste management, medical facilities, security and safety facilities, education facilities etc;	We understand that utilities GIS database like Water supply network, Storm water drainage network, Sewerage network, Power supply network, Gas distribution network etc. maps/data to be collected from municipalities and other authorities. These layers need to be georeferenced, digitized and overlaid and incorporated into the Base map by the consultant. Kindly confirm.	Yes, under the scope of the bidder

87	Aarvee	Clause no. 2.5 Scope of services Page no-21	(ii) Stage II – Baseline Assessment and Gap Analysis v. Collection of all primary and secondary data will be responsibility of the Consultant	Generally, the primary data is collected through physical surveys. As such please clarify the type/kind of primary data to be collected by the consultant.	Bidder to assess								
88	Aarvee	Clause no. 2.5 Scope of services Page no-21	(iii) Stage III -Vision planning for holistic development of the planning area i. Each of proposed alternatives shall discuss the following: The holding capacities of various environmental factors to be assessed for sustainable development	We understand that with the available secondary data, the said holding capacities of various environmental factors are analyzed and proposals are suggested accordingly for the development. Please confirm if need to carry out any specific surveys. If yes please describe the component.	Bidder to assess								
89	Aarvee	3.2 Deliverable and Payment	Table 2:	After reviewing the scope of the work and keeping in	No Change								
			<table border="1"> <thead> <tr> <th>S. No.</th> <th>Milestones/ Deliverables</th> <th>Completion</th> <th>% Payment on Approval of the Deliverable.</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>Approval of the Master Plan 2045 from all the competent authorities.</td> <td>11 months from the award of contract</td> <td>15%</td> </tr> </tbody> </table>			S. No.	Milestones/ Deliverables	Completion	% Payment on Approval of the Deliverable.	8	Approval of the Master Plan 2045 from all the competent authorities.	11 months from the award of contract	15%
S. No.	Milestones/ Deliverables	Completion	% Payment on Approval of the Deliverable.										
8	Approval of the Master Plan 2045 from all the competent authorities.	11 months from the award of contract	15%										

90	Aarvee	Milestones Page no-34	<p>Stage 6A Draft ToR for appraisal by committee concerned (MoEF/ SEAC) (To be submitted at the time of finalization of master plan) Submission of detailed EIA & EMP reports as per approved ToR by appraisal committee. Submission of final EIA report duly incorporating minutes of Public hearing/ consultation along with all the required documents for appraisal by committee (MoEF/ SEAC) Obtaining Environmental Clearance Obtaining CTE subsequent to EC accorded</p>	<p>Getting environmental clearance and obtaining CTE will take more time since it involves many processes. Hence, we request to not to link this with payment terms, since the environmental clearance is not under the control of the consultants to obtain. Kindly consider and confirm.</p>	Refer to amended RFP.
----	--------	-----------------------------	---	--	-----------------------

91	Aarvee	4 Human Resource Page no 30 & 3	Transportation Planner - Minimum 15years - Shall have Masters degree in Transportation Planning with graduation in Civil Engineering or Architecture from an accredited college or University. Urban Planner & GIS Expert ** - Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. should have masters/ diploma in Geo informatics.	Since transport planner and engineers provide same services, we request to modify the qualification of Transport Planner as below. Transportation Planner - Minimum 10 years - Shall have Master's degree in Transportation Planning/Engineering with graduation in Civil Engineering or Architecture or Planning from an accredited college or University. And Please modify the qualification of Urban Planner & GIS Expert as below Urban Planner & GIS Expert ** - Shall have master's degree in urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. Should have hand on GIS knowledge and work experience of GIS based master plan or relevant GIS projects. Kindly consider and confirm.	Refer to amended RFP.
92	Aarvee	Data Sheet	Bid End Date 08th Mar 2024 till 04:00 PM	Please allow at least 2 weeks of time for submission of the tender after the pre-bid query response given by the authority. Kindly consider	Refer to amended RFP.
93	ARINEM Consultancy Services Pvt Ltd	Page no. 6, clause no. 10	Consortium to be allowed : No	We request you to kindly allow Joint Venture / Consortium as project brief requires experts from various fields which includes Finance, Architecture, Urban Planning & design, Infrastructure, Transport, Landscape, Heritage, Environment, Engineers etc	No change

94	ARINEM Consultancy Services Pvt Ltd	Page no. 27, clause no. A	A Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or SubRegional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. and Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.	You are requested to consider recent projects taken up by various development authorities of Uttar Pradesh on instruction of state government - Preparation of city Vision, Implementation Strategy and Integrated Infrastructure Plan as eligible project	Refer to amended RFP.
95	Deloitte	Clause: 1.10 Datasheet – Consortium to be Allowed Page 5	Consortium to be allowed – No	Considering the complexity in the scope of work and the requirement of subject matter experts and domain experts, it necessitates the combined expertise and resources of multiple organizations. We request to allow for Joint venture/ consortium for purpose of the delivering this assignment.	No Change

96	Deloitte	Qualification Criteria: Page 26	Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY23) Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor	Please confirm whether the turnover to be submitted is for three or four consecutive financial years. Form 2 of the RFP asked specifically for three fiscal years i.e. (FY 2021, FY 2022, FY 2023)	Refer to amended RFP.
97	Deloitte	Clause 1: Data Sheet Point 2: Time period of contract Page 5 10.11 Special Conditions of Contract - Duration of the assignment Page 70 Clause 4.2: Deliverables and Payment milestones Table 2: Submission by Consultants Page 35	10 months (milestone based engagement) The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement. Completion / Submission Time (at the end of) (from date of award of contract)- 11 months from the award of contract	We request to clarify the time duration of the a assignment. As per the datasheet, the time period specified is 10 months, however, as per Milestone schedule, the period is 11 months, as per Special conditions of contract it is 36 months.	Refer to amended RFP.

98	Deloitte	2.5.5 Performance Security Page 10	For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 2 years (two years) after the completion of the assignment.	We request to modify the clause and consider for releasing the performance security after 3 months of completion of the assignment.	No change
99	Deloitte	Section 2.5.1 EMD Page 9	An EMD in the form of a Demand Draft/NEFT/FDR/Bank Guarantee, from a scheduled Bank in India in favour of 'Finance Controller, Bundelkhand Industrial Development Authority', valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 25,00,000/- (Rupees Twenty five Lakh Only) shall be required to be submitted by each Applicant ("EMD").	We request you to kindly modify: An EMD in the form of a Demand Draft/NEFT/FDR/Bank Guarantee, from a scheduled Bank/Nationalized bank in India in favour of 'Finance Controller, Bundelkhand Industrial Development Authority', valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 25,00,000/- (Rupees Twenty five Lakh Only) shall be required to be submitted by each Applicant ("EMD").	No Change
100	Deloitte	2.11.13 Discussion Substitution of Key Personnel Page 16	During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e.	Though the firm at all times endeavors to maintain the same staff throughout the project duration, the decision by the individual staff at certain instances are beyond the control of the firm. We, therefore, request you to removal of condition for remuneration reduction and modify the clause as following: ""The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Scope of Work mentioned in this RFP. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as	No change

			70%, 60% and so on.	retirement, death, medical incapacity among others, of the Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any replacement of key personnel should be intimated to the Authority 30 days prior to such action and any replacement should be executed only after the approval by the Authority	
10 1	Deloitte	2.16.4 Confidential Information Page 19	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.	We can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables shall still be with the consulting agency. We request to amend the clause as follows: "Upon expiration of this Agreement Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consulting Agency shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Consulting Agency retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consulting Agency may use or develop in connection with the Contract."	No change

10 2	Deloitte	Clause 3.1 Pre-qualification criteria Point no 3 Page 26	Experience in one Urban or Regional Planning Project, especially Master Plan Review/Master Plan Preparation/ Development plan/Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years.	Request you to modify the criteria as: Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub- Regional Plans in GIS format covering a minimum area of 40 Sqkm in India or abroad over the past ten (10) years Hence, we request you to kindly also consider experience of strategy/consulting projects /PMU/vision, mission and long term development plan, concept plan or facilitation of development of master plans, building regulations, Corridor Development Plans/Concept Regional Plan/Concept Development projects/Experience in City Development Plans (CDP) prepared for JnNURM/world bank/Other international donor agencies funding / any other State funding and Concept Regional Plan / Development projects in Industrial/regional development authorities.	No Change
---------	----------	--	--	--	-----------

10 3	Deloitte	Clause 3.2 Technical Evaluation Criteria Point A.1 Page 27	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered.	We understand that the vision document, concept/perspective plans, and strategy formulation are crucial initial stages that inform and guide the detailed master planning process. Further, expertise in strategy development and perspective planning will add significant value to the project. Hence, we request you to kindly consider experience of strategy/consulting projects on PMU/vision, mission and long term development plan, concept plan or facilitation of development of master plans, building regulations, Corridor Development Plans/ Concept Regional Plan/Concept Development projects/ Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects in Industrial/regional development authorities.	Refer to amended RFP.
10 4	Deloitte	Clause: 4 Project Manager (Team Leader) Page 31	Professional Experience Minimum 20 years	Request you to modify the criteria to minimum 15 years.	No change

10 5	Deloitte	Clause: 4 Human Resource – Financial Analyst cum Market Expert (Deputy Team Leader) Page 31	Professional Experience - Minimum 15 years Shall have a Master degree in Finance/ Business administration from an accredited college / University. Shall have relevant experience, including PPP aspects, in area development projects/ infrastructure development projects, should also have experience in Financial analysis, project structuring bid process management of infrastructure projects. Expertise in analyzing and assessing economic policies related to urban and industrial development Ability to gather and analyse market intelligence, identifying trends, opportunities and challenges relevant to industrial development	Request to modify the educational qualification to include CA as an eligible qualification for the post of Financial Analyst cum Market Expert. Request you to also consider the minimum experience criteria to 12 years.	No Change
10 6	Deloitte	Clause: 4 Market research (Industry) Expert Page 33	Should have MBA in marketing from an accredited College/University	Request to please consider modifying the clause to: “Should have an advanced university (MBA/Postgraduate professional qualification in Marketing /engineering/relevant field) “	No Change

10 7	Deloitte	Clause: 10 Special Conditions of Contract 10.13 : Risk and Coverage (C) Page 69	Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	No change
10 8	Deloitte	Clause 2.7 Preparation of Proposal 2.7.11 (Point 6) Page 13	The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost.	We request you to kindly remove the Administrative support. Further request you to modify the clause as: "Additional support shall be provided as needed for the timely completion of the Assignment and cost relating thereto shall be determined as per the man month rates indicated in the financial bid."	No change

109	Deloitte	Section 9.10 Liquidated Damages Page 66	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees	We request Authority to cap the liquidated damages/ penalties to 5% of the total contract value	No change
110	Deloitte	Clause 4.2: Deliverables and Payment milestones Table 2: Submission by Consultants Page 35	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. The decision of the Authority shall be final and binding on the consultant. All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be submitted for each submission.	We request you to kindly remove this penalty, as the penalty for delay in submission of deliverables is already captured in Liquidated Damages clause.	Refer amended RFP
111	Deloitte	Clause 2: Introduction to Bidders 2.1: (xxi) Page 8	Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh	We understand that the onsite deployed team will need to do close coordination with department, hence we request client to kindly provide office to team at client office	Refer to amended RFP.

11 2	Deloitte	Stage III (A) - Stakeholder Consultations Page 23	Additionally, the consultant should carry out one to one interaction with key players in the industrial sector in Uttar Pradesh on their views on industrial growth in BIDA region (format for industry interactions to be finalized in consultation with the Authority)	Kindly provide clarification on the number of investors the consultant needs to interact with. Additionally, please confirm if BIDA requires interaction exclusively with key investors from Uttar Pradesh. We understand that it is within BIDA's responsibility to furnish the list of investors for these interactions.	Refer to amended RFP.
11 3	Deloitte	Clause 4.1 Handholding Support till the approval of Master Plan Page 33	i. The consultant would depute/ station dedicate staff (marked with **) for the Authority who must always be available till the approval of Master Plan from all the competent authorities	Since this project is highly technical and demands robust IT systems and software, a significant portion of the work can be carried out remotely. Therefore, we kindly request the client to authorize deployment solely based on the project's requirements and needs.	No change
11 4	Deloitte	Clause 4.2: Deliverables and Payment milestones Table 2: Submission by Consultants Page 35	The timelines and deliverables at each stage are practically unachievable, especially for a project of this scale and complexity. I.e. the total duration is 10/11 months seems tight for developing a Vision Document and Master Plan 2045 covering baseline assessment, gap analysis, stakeholder consultation for 33 villages	We kindly request your consideration for a project duration of at least 36 months to ensure comprehensive execution with the utmost thoroughness and attention to details as this will allow for a more robust and successful project outcome.	No change
11 5	Deloitte	1.9 Datasheet - Bid end date Page 18	Bid End Date 08th Mar 2024 till 04:00 PM	For preparing and submitting a comprehensive proposal, we request you to kindly provide 4 weeks' time from the date of issue of response to pre-bid queries	Refer to amended RFP.

11 6	Deloitte	Clause 2.2: Clarification and amendment of RFP document 2.2.3: Page 8	Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.	We request you to also kindly consider for virtual mode for joining pre-bid meeting	Link has been shared via email
11 7	Ecorys India Pvt. Ltd.	Instruction to Bidders; Page 10	Section 2.5.1: An EMD in the form of a Demand Draft/NEFT/FDR/Bank Guarantee, from ascheduled Bank in India in favour of 'Finance Controller, Bundelkhand Industrial Development Authority', valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 25,00,000/- (RupeesTwenty five Lakh Only) shall be required to be submittedby each Applicant ("EMD")	Relaxation to be provided on the EMD amount.	No change

11 8	Ecorys India Pvt. Ltd.	Instruction to Bidders; Page 10	Section 2.5.5: Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFP document. For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 2 years (two years) after the completion of the assignment	Performance Security to be released after 6 months in turn of 2 years.	No change
---------	------------------------------	---------------------------------------	---	--	-----------

11 9	Ecorys India Pvt. Ltd.	Instruction to Bidders; Page 11	Section 2.6.4 (7): the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in	Kindly Clarify this point along with the shareholding structure. Also explain its relevance on subcontractors and contractors paid up capital.	Refer to amended RFP.
---------	------------------------------	---------------------------------------	--	---	-----------------------------

			<p>section 4A of the Companies Act, 1956.</p> <p>For the purposes of this sub- clause (h), indirectshareholding shall be computed in accordance with the provisions of subclause (a) above</p>		
120	Ecorys India Pvt. Ltd.	Preparation of Proposal; Page 11	2.7.3: The team leader proposed must be permanent full-time employee of the firm	Provide flexibility to propose contractual employee	No Change
121	Ecorys India Pvt. Ltd.	3.2; Technical Evaluation Criteria	CVs of key personnel.4 marks for each profile as mentioned in Clause 3.2 (15 key personnel x 4 marks)	Team leader is usually provided more marks also the marks need to be disturbed as per the required experience	No Change
122	Ecorys India Pvt. Ltd.	3.2; Technical Evaluation Criteria	Key personnel CVs submitted 1- Qualification - International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25%rest of the qualification shall be awarded 10%.	The weightage of qualification of the team members should be based on qualification and not on institutes/colleges	Refer to amended RFP.

123	Ecorys India Pvt. Ltd.	3.2; Technical Evaluation Criteria	1. The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights: Qualifications (relevant education): 25% weightage Adequacy for the Project (experience in Similar Projects): 50% weightage Years of experience in similar role: 25% weightage	The Points need to be totalled to 100% and not weightage wise distributed (categorically based on green field, brown filed, SEZ projects)	No Change
124	Ecorys India Pvt. Ltd.	Preparation of Proposal; Page 13	2.7.3 (9): A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ CUM RFP	CV's should be evaluated as per the evaluation criteria provided and request not to outrightly reject CV based on qualification criteria of education.	No Change
125	Ecorys India Pvt. Ltd.	Preparation of Proposal; Page 12	Section 2.7.1: All the original document like completion certificate/incorporation document/balance sheets/work order/education certificates etc which are in the language other than English, the bidder has to submit the certified (notarized/duly apostilled for the applicable countries) translated copies of the same in their proposals along with the original document	Allow certificates to be furnished in Hindi in addition to English	Refer to amended RFP.

12 6	Ecorys India Pvt. Ltd.	Discussion; Page 16	Section 2.11.3: Similarly, after award of contract the Client expects all of the proposed keypersonnel to be available during implementation of the contract. The Client will not consider substitutionsduring contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two(2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates inrespect of each subsequent replacement i.e. 70%, 60% and so on.		Refer amended RFP
12 7	Ecorys India Pvt. Ltd.	Data Sheet; Page 6	Submission date of proposal	4 week extension requested	Refer to amended RFP.

128	Ecorys India Pvt. Ltd.	Prequalification Criteria; Page 27	a. (3)Work orderCompletion CertificateCopy of few pages of the contract agreement specifying detailed scope of work.In case of on-going project:certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, andself-declaration to confirm that the Draft Master Plan report has been submitted to the client.	Relaxation required completion certificate generally not provided for international projects	Refer amended RFP
129	Ecorys India Pvt. Ltd.		Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.	Allow international projects to be considered as very few projects in India have been carried out pertaining to Industrial parks (1000acres)	Refer to amended RFP.
130	Ecorys India Pvt. Ltd.		JV/Consortium & Subcontracting not allowed	Please allow JV/Consortium and Subcontracting for the Assignment	Refer to amended RFP.

13 1	Ecorys India Pvt. Ltd.	Deliverables; Page 36	Section 4.2: 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	Kindly relax the conditions as the project deliverables are contingent on a lot of factors.	Refer amended RFP
13 2	Ecorys India Pvt. Ltd.	Deliverables; Page 36	Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client. Payment shall be made within 45 days from the approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.	Please release 100% payment within 30 days due against a particular milestone	Refer to amended RFP.

13 3	Ecorys India Pvt. Ltd.	Payments to the consultants	Section 9.7: Subject to submission of tax invoice by the consultant, the client will release 60% payment due against a particular milestone if the comments/approval from the client is not received within 45days from the date of formally submission of the report (hard copy). Remaining 40% shall bereleased only after receipt of comments/approval from the concerned Nodal Agency/client.	Conflicting to point 16 of the document – Deliverables section (Please clarify	Refer to amended RFP.
13 4	EGIS	3.2 Technical Evaluation Criteria: A.1 page no. 27	Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or SubRegional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks\	Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 300 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered Each Project carries 9 Marks (Maximum of 18 Marks) Project 1: 9 Marks Project 2: 18 Marks	Refer amended RFP

13 5	EGIS	3.2 Technical Evaluation Criteria: A.2 page no. 27	<p>Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project:</p> <p>a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p>	Request the client to consider a similar Detailed master plan and Preliminary design for city/corridor/node development to be considered where at least the master plan has been completed	Refer to amended RFP.
---------	------	---	---	--	------------------------------

13 6	EGIS	3.2 Technical Evaluation Criteria: B page no. 27	Key personnel CVs submitted 1- Qualification - International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%. 2- Adequacy for the Project A) Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10% B) Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5% 3- Years of experience in similar role Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 10 Years- 25% 7 Years – 15% 5 Years – 10% Brownfield project experience of master planning- 10 Years- 15% 7 Years – 10% 5 Years – 5%	We request the client to consider the below changes:- Key personnel CVs submitted 1- Qualification - International Degree/IIT/IIM/ISB/ TISS/SP A/Cept Ahmedabad shall be awarded the highest marks that is 25% rest of the qualification shall be awarded 10%. We request the client to consider these evaluation criteria specifically for the team leader. The experience under the Adequacy for the Project and Years of experience in similar role Greenfield project experience in master planning for industrial city/ SEZ/ Urban city/ region/ corridor/ nodes categories should be reduced to 5 years or 1 project for the other Key Personnel CVs.	Refer to amended RFP.
13 7	EGIS	2 Instructions to Bidders 2.7 Preparation of proposal page no. 11	1. The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time	We understand that other key professionals if not in-house no marks will be deducted on this criteria	Refer to amended RFP.

			contract to work on this project.		
138	EGIS	10 Special Conditions of Contract page no. 70	10.11 The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement.	We understand that the time period of the contract is 10 months (milestone-based engagement) as on page no. 5. Please Clarify	Refer to amended RFP.
139	EGIS	1 Data Sheet10 page no. 5	Bid End Date 08th Mar 2024 till 04:00 PM	We request the client to please extend the date of submission by two weeks after the reply of pre-bid queries.	Refer to amended RFP.
140	EY	Data Sheet Page no. 5	Point no. 10 & 11 Consortium is allowed - No Sub-contracting is allowed - No	As per the RfP varied activities that needs to be undertaken as part of the project spanning across economic vision, feasibility studies, economic analysis across sectors, detailed master-planning and IT integration. Considering that a single firm may not have the expertise across all these fields, it is requested that both consortium and sub-contracting be allowed so that relevant expertise including global experiences of different type of firms can be incorporated as part of the engagement. Amended clause Consortium is allowed - Yes Sub-contracting is allowed - Yes	Refer to amended RFP.

14 1	EY	Clause no. 2 - xxi	(xxi) Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh	It is requested to clarify, if BIDA would be providing space within the BIDA office for seating the deployed resources and setting up project office	Refer to amended RFP.
14 2	EY	Clause 2.3	Clarification and/ or interpretation of reports After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.	It is requested that the window for submission of clarifications may be extended to 10 working days from 5 working days considering that clarifications across different deliverables/ stages may require additional work Amended clause – 2.3 Clarification and/ or interpretation of reports After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of Client within ten (10) working days without any extra charge	Refer to amended RFP.

14 3	EY	Section 2.5 Page 21	2.5 Scope of work 9. Extensive stakeholder consultations	Kindly confirm if specific workshops for stakeholder consultation across different villages and stages are to be done. Also please specify the number of such workshops to be conducted at each stage.	Refer to amended RFP.
14 4	EY	Eligibility Page 26	3. Qualification Eligibility Criteria Point no. 3 Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sq km in India or abroad over the past ten (10) years	Amended clause- Point no. 3 Experience in one Urban or Regional Planning Project or consultancy and feasibility project related to Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans/ Vision in GIS format covering and development strategies cum feasibilities with a minimum area of 2.5 100 sq km in India or abroad over the past ten (10) years. Rational – Considering that requirement for designing of integrated industrial township of approx.. 1000 acres (2.5 sq kms).	Refer amended RFP

14 5	EY	3.2 Technical Capability Page 27	<p>3.2 Technical Capability</p> <p>A. 1 Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sq km in India or abroad over the past ten (10) years. over the past ten (10) years.</p> <p>The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered</p> <p>Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks</p>	<p>Request the amendment in the clause as follows – Experience in number of Urban or Regional Planning Projects or Urban Infrastructure development consultancy projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans/ vision and development strategies including feasibilities for Industrial parks, new cities, Urban land development, ports, etc. in GIS format covering a minimum area of 100 2.5 sq km in India or abroad over the past ten (10) years. over the past ten (10) years.</p> <p>The project must either be completed or ongoing with 60%80% work completed.</p> <p>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered</p>	Refer amended RFP
---------	----	---	---	--	-------------------

14 6	EY	3.2 Technical Capability Page 27	A.2 Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project:	Request the amendment in the clause as follows – A.2 Experience in Detailed Master Planning/ Vision plans / Consultancy services including pre- feasibility for Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 60% work completed.	Refer to amended RFP.
---------	----	---	---	---	--------------------------------------

14 7	EY		<p>a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 60%80% project completion, and</p> <p>b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client.</p> <p>Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p>	<p>Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered.</p> <p>In case of on-going project:</p> <p>a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 60% project completion, and</p> <p>b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client.</p> <p>Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p>	Refer amended RFP
---------	----	--	---	--	-------------------

14 8	EY	3.2 Human Resource Page 30	<p>Financial Analyst cum Market Expert* (Deputy TL) Minimum 15 yrs.-</p> <p>Shall have a Master degree in Finance/ Business administration from an accredited college / University.</p> <p>Shall have relevant experience, including PPP aspects, in area development projects/ infrastructure development projects should also have experience in Financial analysis, project structuring bid process management of infrastructure projects. Expertise in analysing and assessing economic policies related to urban and industrial development</p> <p>Ability to gather and analyse market intelligence, identifying trends, opportunities and challenges relevant to industrial development</p>	<p>Shall have a Master degree in Finance/ Business administration / PGDM from an accredited college/ University. Shall have relevant experience, including PPP aspects, in area development projects/ infrastructure development projects should also have experience in Financial analysis, project structuring bid process management of infrastructure projects.</p> <p>Expertise in analysing and assessing economic policies related to urban and industrial development</p> <p>Ability to gather and analyse market intelligence, identifying trends, opportunities and challenges relevant to industrial development</p>	Refer to amended RFP.
---------	----	-------------------------------	--	---	------------------------------

149	EY	3.2 Human Resource Page 31	<p>Socio- Economic Development Specialist Min. 15 yrs. Shall have Master's degree in Planning/ Social sciences/ Economics. Should have experience in Socio-economic aspects and their implications relating to similar large-scale development projects (integrated industrial parks/sez/townships) spread over an area more than 1000 acres in India or abroad</p>	<p>Socio-Economic Development Specialist Min. 10yrs.- Shall have Master's degree in Planning/ Social sciences/ Economics/ MBA/ PGDM. Should have experience in Socio-economic aspects/ economic assessments and their implications relating to similar large-scale development projects (integrated industrial parks/sez/townships) spread over an area more than 1000 acres in India or abroad</p>	Refer to amended RFP.
150	EY	3.2 Human Resource Page 32	<p>Industrial Expert Min. 10 yrs. Shall have Postgraduate in Urban Planning or equivalent from an accredited college or University. Experience in developing master plans for industrial towns or areas with a focus on industrial development. Successful completion of projects of similar scale and complexity.. Specialized knowledge in industrial planning principles and practices. Familiarity with industrial zoning, land use planning, and infrastructure requirements for industrial areas. Understanding of local, national, and international regulations related to industrial development. Awareness of</p>	<p>Shall have Postgraduate in Urban Planning/ MBA/ PGDM or equivalent from an accredited college or University. Experience in developing master plans for industrial towns or areas with a focus on industrial development. Successful completion of projects of similar scale and complexity. Specialized knowledge in industrial planning principles or Industrial park / new township / urban infrastructure development feasibilities/ consultancy and practices. Familiarity with industrial zoning, land use planning, and infrastructure requirements for industrial areas. Understanding of local, national, and international regulations/ policies related to industrial development. Awareness of sustainable industrial development practices and consideration of environmental impact assessments. Strategies for integrating green and</p>	Refer to amended RFP.

			<p>sustainable industrial development practices and consideration of environmental impact assessments. Strategies for integrating green and sustainable elements into industrial planning.</p>	<p>sustainable elements into industrial planning.</p>	
15 1	EY	3.2 Human Resource Page 33	<p>Market research (Industry) Min 10 yrs.- Should have MBA in marketing from an accredited College/University Having experience in conducting market research for industrial park/ SEZ having an area more than 1000 acres</p>	<p>Market research (Industry) Min 10 yrs.- Should have MBA/PGDM in marketing/ Finance from an accredited College/University Having experience in conducting market research for industrial park/ SEZ having an area more than 1000 acres</p>	<p>Refer to amended RFP.</p>

15 2	EY	3.2 Human Resource Page 34	ICT Expert Minimum 8 years of Experience- Bachelors in Computer Science & Engineering from an accredited college/University. Should have experience in planning & designing of Smart cities using internet of things IOT and information & communication technologies.	Bachelors in Engineering/ BCA / IT from an accredited college/University. Should have experience in planning & designing of Smart cities using internet of things IOT and information & communication technologies	Refer to amended RFP.
15 3	EY	Clause 4.1 On Pg 33	(i) The consultant would depute/ station dedicated staff (marked with ‘*’) for the Authority who must always be available till the approval of Master Plan from all the competent authorities.	We understand the following resources need to be deployed/ deputed on a full time basis – 1. Industrial Expert 2. Infrastructure Consultant 3. Environment & hydrology Specialists 4. Urban Designer 5. Urban Planner & GIS Expert Kindly Confirm	Refer to amended RFP.

15 4	EY	9.4 - Viii - page no. 65 10.13 - b - page no. 70	Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and	Request the following amendment in the clause – Liability of the Consultants: (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India,	No change
---------	----	--	--	---	-----------

			<p>currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association</p>		
--	--	--	--	--	--

15 5	EY	10.12 - a - page no. 70	4.1.7. Limitation of Liability (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability,	Request the following amendment in the clause – 4.1.7. Limitation of Liability (i) for any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds	No change
---------	----	-------------------------------	--	---	-----------

15 6	EY		<p>whichever of (i) or (ii) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher. (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person</p>	No change
15 7	EY	4.2 - page no. 36	<p>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. The decision of the Authority shall be final and binding on the consultant. All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be submitted for each submission.</p>	<p>Request the following amendment in the clause – 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, subject to a maximum of 5% of total cost of amount payable under this agreement. The decision of the Authority shall be final and binding on the consultant. All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be submitted for each submission.</p>	Refer amended RFP

15 8	EY	Clause 9.4 - iv - page no.64	Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written onsent of the Client.	Request the following amendment in the clause – 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 2 years from the date of termination of this Agreement.	No change
15 9	EY	Clause 9.11 - (iii) Page 68	Indemnity: The Consultant agrees to indemnify and hold harmless the client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or 3expenses (including interest, penalties, attorneys' fees	Request deletion of this clause	No change

			and other costs of defence or investigation (i) related to or arising out of,		
160	EY	Clause 9.9 Pg. 66 of the RFP	<p>Clause 9.9 [Pg. 66 of the RFP Document]</p> <p>9.9 Responsibility for accuracy of project documents</p> <p>(i) General</p> <p>1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>2. The Consultant shall be fully responsible for the accuracy of plans</p>	<p>Request the following amendment in the clause – 9.9 Responsibility for accuracy of project documents (i)</p> <p>General</p> <p>1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services.</p> <p>2. The Consultant shall be fully responsible for the accuracy of plans and drawings.</p>	No change

			and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants		
--	--	--	--	--	--

16 1	EY	Clause 2.4 Pg. 9 of the RFP	Clause 2.4 [Pg. 9 of the RFP Document] 2.4 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.	Request the following amendment in the clause – The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know- how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant 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 Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them). Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant 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.	No change
---------	----	-----------------------------------	---	--	-----------

16 2	EY	Clause 9.4 - iv - page no.64	Confidentiality: The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.	Request the following amendment in the clause – Confidentiality - 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 2 years from the date of termination of this Agreement.	No change
---------	----	------------------------------------	---	---	-----------

16 3	EY	Clause 9.3 - page 62	<p>Clause 9.3 sub clause (ii) [Pg. 62 of the RFP Document]</p> <p>(ii) By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:</p> <p>1. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or</p> <p>2. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>	<p>Request the following amendment in the clause –</p> <p>(ii) By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:</p> <p>1. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;</p> <p>2. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days. Notwithstanding the preceding, the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Refer to amended RFP.
---------	----	----------------------------	--	---	-----------------------

16 4	EY	Clause 9.3 (iii) Page 62	(iii) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.	Request the following amendment in the clause – (iii) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.	No change
16 5	LEA	Clause 1. Data Sheet, Page no. 05	Schedule of Bidding Process: Bid End Date- 08th Mar 2024 till 04:00 PM	We request that as per standard procedure, a clear 3-4 weeks' time from the date of issue of pre-bid clarifications may please be given to the bidder to prepare a fully responsive proposal. Please consider and confirm.	Refer to amended RFP.

16 6	LEA	2 Instructions to Bidders, 2.5 EMD, Page no. 9	An EMD in the form of a Demand Draft/NEFT/FDR/Ba nk Guarantee, from a scheduled Bank in India in favour of 'Finance Controller, Bundelkhand Industrial Development Authority', valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 25,00,000/- (Rupees Twenty five Lakh Only) shall be required to be submitted by each Applicant "EMD").	We request that the EMD requirement is revised to Rs 5 lakhs.	No Change
16 7	LEA	Section 2 Instructions to Bidders, Clause 2.5: Scope of services, Page no. 21- 22	(i) Stage I - Review of the existing planning framework and Review of Global Good Practices xi. Preparation and Integration of Base Map on a GIS platform compatible with the Authority's Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform. (ii) Stage II – Baseline Assessment and Gap Analysis vi. All the spatial data captured or possible to display spatially must be submitted in GIS format as well.	Kindly confirm if the satellite imagery is available with the Client; or should the Consultant procure new image. If yes, please specify the expected imagery resolution. Please confirm the cost for satellite imagery needs to be included in the consultancy fee.	Refer to amended RFP.

168	LEA	Section 2 Instructions to Bidders Clause 2.5: Scope of services Page no. 22 and 25	(i) Stage I (xi) - Preparation and Integration of Base Map on a GIS platform compatible with the Authority's Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform. (vi) Stage VI (iv) - The entire spatial data of Master Plan must be superimposed on Sajra Plan	Having worked on several Master Plans, we understand procuring Sajra Maps is a time taking task. We request the client to take the initiative and share all the Sajra Maps for the study area to enable project delivery as per planned timelines	All available data will be shared. The remaining will have to be sourced by the bidder
169	LEA	Section 2 Instructions to Bidders, Clause 2.5: Scope of services, Page no. 23	Stage III (A) - Stakeholder Consultations ii. Various levels of consultations and workshops at the State Government level, ULBs, village etc.	We request to clarify minimum number of stakeholder workshops to be organised and who will be responsible for organising, so that required cost will be calculated while	Refer to amended RFP.
170	LEA	Section 9. General Conditions of Contract, Clause 9.9: Responsibility for accuracy of project documents, Page no. 66	(i) General 1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the	The TOR is silent on the list and type of surveys required for the project. Client to confirm the survey and any specifics, so as to enable to include the cost while preparing financial proposal and address the Surveying Techniques that will be adopted in A&M. Ensuring participation parity. We understand that the following surveys needs to be carried out: Topographic survey using drone survey Landuse survey Traffic surveys Environmental surveys necessary for Environmental Clearance Please confirm the above. Also it holds 3 marks in the A&M (Clause 3.2 –Page No 28).	Refer to amended RFP.

			execution of the Services.		
17 1	LEA	Section 3. Criteria for evaluation, Clause 3.2 Technical Evaluation Criteria, Page no. 27	A- Technical Capability, Criteria A.2: Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client.	We request the client to kindly revise this criteria clause for wider participation: "Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India or abroad". We suggest that Consultant experience in greenfield townships and integrated manufacturing clusters being developed by NICDC for minimum 1,000 acres is also considered for eligibility. Ongoing projects, please consider 70% project completion instead of 80%. Please consider and confirm.	Refer to amended RFP.

17 2	LEA	Section 3. Criteria for evaluation, Clause 3.2 Technical Evaluation Criteria, Page no. 27-28	Key personnel CVs submitted 1. Qualification- International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%. 2. Adequacy for the Project A) Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10% B) Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5% 3. Years of experience in similar role- Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 10 Years- 25% 7 Years – 15% 5 Years – 10% Brownfield project experience of master planning- 10 Years- 15% 7 Years – 10% 5 Years – 5%	We request the client to reconsider the highlighted criteria for CV marking For (1) Since this is a multi-disciplinary assignment with major input and expertise in physical planning needed. Urban & Regional Planners in India pass out from planning institutes that include non-IITs, like SPAs, CEPT, other architectural and planning schools, NITs, RECs in India and abroad. Hence we request to remove/ re-consider the mentioned qualification criteria. For (2) Based on stated criteria, we understand that expert having experience in greenfield projects will be scored higher. We would request the client to clarify further on the scoring system, as currently the scoring is not equal between greenfield and brownfield projects. Please clarify.	Refer to amended RFP.
---------	-----	--	--	--	------------------------------

17 3	LEA	Section 4. Human Resource, Table 1: Required Team, Page no. 30-32	Shall have at least Master degree in Environmental Planning/ Sustainable Planning/ Engineering/ Science from an accredited college/ university. Should have experience in preparation of strategic Environment plans, sustainability plans. EIA and EMP in area development projects. Should be conversant with safeguard policies of national and international funding agencies. Experience in preparing environmental management plan, climate impact analysis etc.	As per the Qualification and Specific Expertise mentioned in the table, we understand that this position is for Environmental Expert, only. Therefore, we request to please re-name this position as Environmental Specialist. Hydrology Specialist needs to be referred to as a separate specialist. Please consider and confirm	No change
17 4	LEA	Section 4. Human Resource, Table 1: Required Team, Page no. 30	Shall have Postgraduate in Conservation/ Heritage Studies or equivalent from an accredited college or University.	Shall have Postgraduate in Conservation/ Heritage Studies/M.Arch/Masters in Urban Design or equivalent from an accredited college or University.	No change
17 5	LEA	Section 4. Human Resource, Table 1: Required Team, Page no. 32	Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. should have masters/ diploma in Geo informatics.	We request the client to kindly revise this criteria clause as follows: Shall have Masters degree in Planning/M Sc Geography/ masters/diploma in Geo Informatics & Bachelor of Architecture or Planning or Engineering from an accredited College/University.	No change

17 6	LEA		shall have bachelors in electrical engineering from an accredited College/ University	We request the client to kindly revise this criteria clause shall have bachelors in electrical engineering /civil engineering from an accredited College/University	No change
17 7	LEA		The consultant would depute/ station dedicated staff (marked with **) for the Authority who must always be available till the approval of Master Plan from all the competent authorities.	Our understanding is that the team members marked with (**) need to be available for the Authority whenever required for approval of Master Plan from all the competent authorities. This does NOT mean that these key staff need to be present 100% of their time in project office / Jhansi. Kindly confirm if our above understanding is correct.	Refer to amended RFP.
17 8	LEA	Page 34 4 Human Resource	Following table captures the payment milestones: Sr. 1- 5% Sr. 2- 10% Sr. 3- 15% Sr. 4- 05% Sr. 5- 15% Sr. 6- 15% Sr. 7- 20% Sr. 8- 15%	Following table captures the payment milestones: Sr. 1- 5% Sr. 2- 10% Sr. 3- 15% Sr. 4- 05% Sr. 5- 20% Sr. 6- 20% Sr. 7- 15% Sr. 8- 10%	No change
17 9	LEA	Section 2 Instructions to Bidders, 2.5 Scope of services, Stage V (A): Strategy Formulation, Clause i, c, Page no. 24	The Consultant shall propose alternative approaches to land-use change based on four major criteria: o social acceptability; o economic viability; o environmental sustainability; and o financial feasibility.	Amidst the 4 criteria listed, the last one, i.e., financial feasibility cannot be done this stage as this can be done only after infrastructure planning and project costing is done. Kindly confirm.	Bidder to assess

180	LEA	Section 4.2 Deliverable and Payment Milestones, Table 2: Submissions by the Consultant, Page no. 35	Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned	We request the client to provide feedback within 2 weeks of each of the deliverable submission. This would enable the consultant to work towards the 45 day period or even shorter for the final approval from client. We request Client to kindly consider 70% payment towards submission of a deliverable	Refer amended RFP
181	LEA	Section 4 Human Resources		In order to bring in parity among the various bidders, we request that the Client specify the minimum expected person month inputs from key personnel and support personnel in the RFP. As per the scope of services listed in the RFP, we have estimated the following person months requirement: 100 person months of key professional and 200 person months of support professional inputs covering various disciplines of the study.	No change
182	LEA	Section 2.4 Location & Linkages	Proposed 33 villages; Total Land – 14,285 hectares	1) Kindly confirm that the total area for which the study needs to be carried out is 14,285 hectares. Kindly clarify: Of the above land area, what is the land bank available with BIDA AND what is the land area that is proposed to be acquired for the project by BIDA?	available data will be shared with the selected bidder. Remaining will have to be sourced by the bidder.

18 3	Nangia	Data Sheet Section 1, page 5, Point 10	Consortium to be allowed- No	The scope of the project is a mix of corridor development, industrial infrastructure development, industrial city, urban transport, tourism, economic growth and overall planning to achieve the socio-economic goal of the region. Considering the broad scope, our submission is to consider consortium (1+1) and the ownership and liability of the project remains with the lead bidder.	No change
18 4	Nangia	Instruction to bidders Section 2.7.3. Page 11, Point 1	The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	We request to amend the clause as: The team leader proposed must be full- time employee of the firm at the time of signing the contract	No change
18 5	Nangia	Pre- qualification Criteria Section 3.1 Page 26 Point 2	Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY- 22; FY- 23)	While the “Manual for Procurement of Consultancy & Other Services (Updated June 2022)” Clause 9.15.2; Financial Capacity mentions that the Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. We request to amend the clause as: The Consultant have an average annual turnover of at least INR 50 crore in three consecutive financial years in last four financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23)	Refer to amended RFP.

18 6	Nangia	Pre-qualification Criteria Section 3.1 Page 26 Point 3	Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/Development projects will not be considered.	We request to amend the clause as: Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans/ Business & Financial mobilisation plans for the region covering a minimum area of 100 sqkm. in India or abroad over the past ten (10) years. The project must either be completed or ongoing.	Refer to amended RFP.
---------	--------	---	--	--	-----------------------

18 7	Nangia	Section 3.2 Page 27 Point A.1 Technical Evaluation Criteria	a. Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub- Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% work completed.	We request to amend the clause as: Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans/ Business & Financial mobilisation plans for the region covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing. Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks In past, the project comes with wider scope of work which includes not only master planning related activities but also preparation of DPR, and project	Refer amended RFP
---------	--------	---	---	---	-------------------

18 8	Nangia	Section 3.2 Page 27 Point A.2 Technical Evaluation Criteria	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on- going project: a certification from the CA on the letter head of	Industrial Parks are a large segment projects where Private Sector investment is the key. Considering that, asking for 80% work completed is not feasible here. We request to amend the clause as: Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 500 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing.	Refer to amended RFP.
---------	--------	--	---	--	------------------------------

18 9	Nangia	Technical Evaluation criteria Section 3.2 Page 27 Point B	Key personnel CVs submitted 1- Qualification - International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%. 2- Adequacy for the Project A) Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10%	Qualification from International degree/IIT/IIM/ISB/TISS should not be considered as a criterion for performance as it restricts eligible professionals from diverse economic and academic backgrounds. Further segregating experience with respect to greenfield and brownfield project is not feasible as similar nature of projects are minimal in nature. The given scoring criteria limits to professionals having very specific expertise, thus increasing the financial consideration for the bidder. This also limits the participation amongst very few bidders.	Refer to amended RFP.
19 0	Nangia		B) Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5% 3- Years of experience in similar role- Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 10 Years- 25% 7 Years – 15% 5 Years – 10% Brownfield project experience of master planning- 10 Years- 15% 7 Years – 10% 5 Years – 5%	Therefore, we request you to revise the scoring mechanism.	No change

19 1	Nangia	Human resource Section 4 Page no. 30 S.No. 1	Project manager- Professional Experience- Minimum 20 years Shall have Postgraduate in Planning/ Development Studies from an accredited college or University. Shall have experience as Team Leader for Urban or Regional Planning assignments of similar magnitude and nature. Should have relevant experience as Team Leader/ Project Director in formulation of Master Plans/ Regional Plans/ Sub-Regional Plans/ Metropolitan Regional	Formulation of Master Plans/ Regional Plans/ Sub- Regional Plans/ Metropolitan Regional Plans is very less in our country. Considering the limitation, we request to amend the clause as: Project manager- Professional Experience- Minimum 15 years Shall have Graduate/ Postgraduate in Planning/ Development Studies/ Architecture from an accredited college or University. Shall have experience as Team Leader for Urban or Regional Planning assignments of similar magnitude and nature. Should have relevant experience as Team Leader/ Project Director/ Project Manager in ormulation of Master Plans/ Regional Plans/ Sub- Regional Plans/ Metropolitan Regional	No change
19 2	Nangia	Section 4 Page no. 30 S.No. 2- Human resource	Financial Analyst cum Market Expert (Deputy Team Leader)- Professional Experience- Minimum 15 years	We request to amend the clause as: Financial Analyst cum Market Expert (Deputy Team Leader)- Professional Experience- Minimum 10 years	No change

19 3	Nangia	Section 4 Page no. 30 S.No. 2- Human resource	Socio-economic Development Specialist Professional Experience- Minimum 15 years Shall have Masters degree in Planning/ Social sciences/ Economics. Should have experience in Socio-economic aspects and their implications relating to similar large- scale development projects (integrated industrial parks/sez/township s) spread over an area more than 1000 acres in India or abroad	Socio-economic assessment of development is less influenced by the area of the project and more dependent on other factors of demography. We request to amend the clause as:Socio- economic Development Specialist Professional Experience- Minimum 10 years Shall have Bachelors/ Masters degree in Planning/ Social sciences/ Economics/Architecture/ Management Should have experience in Socio- economic aspects and their implications relating to similar large-scale development projects (integrated industrial parks/sez/ townships) in India or abroad	No change
19 4	Nangia		Transportation Planner Professional Experience- Minimum 15 years Shall have Masters degree in Transportation Planning with graduation in Civil Engineering or Architecture from an accredited college or University	We request to amend the clause as: Transportation Planner Professional Experience- Minimum 7 years Shall have Bachelors/ Masters degree in Transportation Planning/ Transportation Engineering from an accredited college or University	No change
19 5	Nangia		Heritage Conservation Expert- Professional Experience- Minimum 15 years Shall have Postgraduate in Conservation/ Heritage Studies or equivalent from an accredited college or University.	We request to amend the clause as: Heritage Conservation Expert- Professional Experience- Minimum 10 years. Shall have Graduate/ Postgraduate in Conservation/ Heritage Studies or equivalent from an accredited college or University.	No change

19 6	Nangia		Landscape Expert- Professional Experience- Minimum 15 years. Shall have Postgraduate in Landscape Architecture/ Landscape Planning or equivalent from an accredited college or University.	We request to amend the clause as: Landscape Expert - Professional Experience- Minimum 10 years. Shall have Graduate/ Postgraduate in Landscape Architecture/ Landscape Planning or equivalent from an accredited college or University.	No change
19 7	Nangia		Industrial Expert **- Professional Experience- Minimum 10 years Shall have Postgraduate in Urban Planning or equivalent from an accredited college or University.	We request to amend the clause as: Industrial Expert - Professional Experience- Minimum 7 years Shall have Graduate/ Postgraduate in Planning/ Architecture/ Management or equivalent from an accredited college or University.	No change
19 8	Nangia		Infrastructure Consultant **- Professional Experience- Minimum 15 years	We request to amend the clause as: Infrastructure Consultant - Professional Experience- Minimum 10 years	No change
19 9	Nangia		Environmental & Hydrology Specialists **- Professional Experience- Minimum 10 years Shall have at least Master degree in Environmental Planning/ Sustainable Planning/ Engineering/ Science from an accredited college/university.	We request to amend the clause as: Environmental & Hydrology Specialists **- Professional Experience- Minimum 7 years Shall have at least Bachelors/Master degree in Environmental Planning/ Sustainable Planning/ Engineering/ Science/ Environmental Studies from an accredited college/university.	No change

20 0	Nangia		Urban Designer**- Professional Experience- Minimum 15 years Shall have Masters degree in Urban Design from an accredited College/University. Should have experience in Urban design aspects.	We request to amend the clause as: Urban Designer - Professional Experience- Minimum 10 years Shall have Bachelors/Masters degree in Architecture/ Planning/ Urban Design from an accredited College/University. Should have experience in Urban design aspects.	No change
20 1	Nangia		Urban Planner & GIS Expert **- Professional Experience- Minimum 5 years Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. should have masters/ diploma in Geo informatics. Should have experience in Urban planning aspects. Experience of working in GIS is mandatory. Should have the experience of interpretation of satellite imageries and preparation of a base	Since GIS is significant in the Planning curriculum itself, we request to amend the clause as: Urban Planner & GIS Expert **- Professional Experience- Minimum 5 years Shall have Bachelors/ Masters degree in Planning/ diploma in Geo- informatics/ remote sensing from an accredited College/University. Should have experience in Urban planning aspects. Experience of working in GIS is mandatory. Should have the experience of interpretation of satellite imageries and preparation of a base map for a similar assignment. Experience in managing and analyzing spatial data relevant to urban planning, land use and industrial development.	No change

20 2	Nangia		Power Supply Expert shall have bachelors in electrical engineering from an accredited College/University Should have experience in designing and implementation of power supply network and related infrastructure including sub stations, transmission line and distribution network for large integrated townships/ Industrial area projects spread over area more than 1000 acres	We request to amend the clause as: shall have bachelors in electrical engineering/ power engineering from an accredited College/University Should have experience in designing and implementation of power supply network and related infrastructure including sub stations, transmission line and distribution network for large integrated townships/ Industrial area projects	No change
20 3	Nangia		Market research (Industry) - Professional Experience- Minimum 10 years Should have MBA in marketing from an accredited College/University Having experience in conducting market research for industrial park/ SEZ having an area more than 1000 acres.	We request to amend the clause as: Market research (Industry) - Professional Experience- Minimum 7 years Should have MBA from an accredited College/University Having experience in conducting market research for industrial park/ SEZ	No change

20 4	Nangia		Economic analyst - Professional Experience- Minimum 8 years Minimum masters in economics from an accredited College/University Should have experience in undertaking economic analysis & calculating economic rate of return for industrial park/ sez /townships spread over an area more than 1000 acres	We request to amend the clause as: Economic analyst -Professional Experience- Minimum 5 years Minimum Bachelors/masters in economics/ finance/ management from an accredited College/University Should have experience in undertaking economic analysis & calculating economic rate of return for industrial park/ sez / townships / similar projects	No change
20 5	Nangia		ICT Expert- Professional Experience- Minimum 8 years Bachelors in Computer science & Engineering from an accredited college/University. Should have experience in planning & designing of Smart cities using internet of things IOT and information & communication technologies.	We request to amend the clause as: ICT Expert - Professional Experience- Minimum 5 years Bachelors in Computer science & Engineering/ ECE/ IT from an accredited college/University. Should have experience in planning & designing of cities using internet of things IOT and information & communication technologies.	No change
20 6	Nangia	Handholding Support till the approval of Master Plan Section 4.1 Page 33	The consultant would depute/ station dedicated staff (marked with “*) for the Authority who must always be available till the approval of Master Plan from all the competent authorities. The Project Manager/ Team Leader will visit at least twice a month or as desired by the Authority and Deputy Team Leader at least	As per Page 30, Section 4, Deputy Team Leader has been marked with “*” and hence needs to be deputed. As per Page 33, Section 4.1, Deputy Team Leader need not be deputed. Kindly confirm.	full time deployment at BIDA

			thrice a month or as desired by the Authority.		
207	Nangia	Deliverable and Payment Milestones Section 4.2 Page 35	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. Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/ approval from the client is not received within 45 days from the	Since submission of deliverable/s is subject to timely intermediary approvals, our submission is to amend the clause as: 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 0.50% of total cost of amount payable at that deliverable per month of delay. Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 30 days from the date of formally submission of the report (hard copy).	Refer amended RFP
208	Nangia	9.10 Liquidated damages	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated	We request to amend the clause as: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not	No change

			damages, and not		
20 9	Nangia		as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	as penalty, @ 0.50% of the contract fees for each month of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 5% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	No change
21 0	iDeck	Page 5 of RfP Data Sheet 10th point	Consortium to be allowed: No	Request you to allow consortium to build a strong team	No change
21 1	IQT	Page 5 of RfP Data Sheet		We understand that the announced tender is ICB and given the strategic importance of the project & greenfield in nature, requiring global experience & expertise, we submit and request for your confirmation the following- 1. International bidders are allowed to participate. 2. Overseas experience is eligible in nature.	Refer to amended RFP.

21 2	IQT	Page 5 of RfP Data Sheet		International bidder is allowed to participate through its 100% subsidiary operating in India and such subsidiary allowed to borrow technical & financial credential of its parent.	Yes. International bidder is allowed to participate through its 100% subsidiary operating in India No, such subsidiary allowed to borrow technical & financial credential of its parent
21 3	Systra- SAI	Page No. 6 2. Instructions to Bidders 2.1 Introduction – (iii)	The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant.	Request to clarify number of Members in Joint Venture / Consortium. In all similar assignments, Joint Venture / Consortium is allowed with maximum 3 partners (One Lead Member and two others as Partners). Kindly confirm.	No change
21 4	Systra- SAI	Page No. 12 Clause 2.7.3 - S. NO. 10	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.	We request you to also allow authenticate supporting documents such as Work Order / Contract Agreement along with approved terms of reference too as accepted documents as many a times due to several reasons, the Client not issue Compilation Certificates on time and may not always cover all the requisite information as demanded. Kindly allow.	In case of completed projects, completion certificate has to be provided. For ongoing projects, relevant documents showcasing the completion of 70% of the project is to be submitted.
21 5	Systra- SAI	Page No. 12 Clause 2.7.3 - S. NO. 13	The consultant has to be submit the copy of education and employment certificate for the key experts proposed in the proposal	We suggest you that in absence of employment certificates from all the employees with whom the expert has provided his/her consultancy, the self-certification from the expert mentioning duration and employment firms should	No change

				also consider here. Suggest you to review and consider.	
21 6	Systra- SAI	Page No. 13 Clause 2.7.11 – S. NO. 7	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects / assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.	To justify the completion up to 80 percent or more, submitting copies of all the invoices may pile up the documentation work as well as will be tedious work to come up with final receipt as all similar projects have multiple invoices and documents. Further, in general, the client does not intend to issue certificate for completion up to 80 percent or more. Hence, we suggest you to also consider certification from the Chartered Accountant justifying the payment received up to 80 percent or more for the qualifying projects. This is standard industry practice. Kindly review and consider.	Refer to the amended RFP.

21 7	Systra- SAI	Page No. 15 Clause 2.11.3	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>The reduction in the remuneration for replacement of expert seems on higher side. Kindly reduce it to 5% of the original quoted rates for the Key Personnel. Also allow substitution of key personnel up to 4 with equally or better qualified and experienced personnel. Kindly consider.</p>	No change
---------	-------------	--------------------------------------	--	---	-----------

21 8	Systra- SAI	Page NO. 26 3.1 Pre-qualification criteria Eligibility Conditions – S. No. 1	The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Being International Competitive Bidding, we believe that the company incorporated under the companies act / applicable laws of its country of origin is also considered. Further, to bring international experience and practices for the project, either the consortium of Indian Firm with International Firm may be accepted, and / or the credentials of international parent company and /or sister concern company may be accepted. Kindly review and confirm.	No Change
21 9	Systra- SAI	Page NO. 26 3.1 Pre-qualification criteria Eligibility Conditions – S. No. 2	Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23)	The average annual turnover of INR 300 Crores seems on higher side. We request you to reduce it to INR 100 Crores to encourage technically sound bidders to participate in the bidding process. Request you to accept.	Refer to amended RFP.
22 0	Systra- SAI	Page No. 27 Clause 3.2 Technical Evaluation Criteria Sub Clause A.2	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.	Considering similarity of scope of works among others, we believe Conceptual Master Planning / Master Plan Review / Detail Master Planning for Industrial Park / SEZ / Special Investment Region / Commercial Park / Economic Clusters / Area Development / Island Development too consider as eligible. Request you to review and consider.	No Change

22 1	Systra- SAI	Page No. 27 Clause 3.2 Technical Evaluation Criteria Sub Clause B	Qualification – International Degree / IIT / IIM / ISB / TISS shall be awarded highest marks that is 25%. rest of the qualification shall be awarded 10%. Adequacy for the Project Greenfield project experience in master planning for industrial city / SEZ / Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10% Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5% Years of experience in similar role- Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 10 Years- 25% 7 Years – 15% 5 Years – 10% Brownfield project experience of master planning- 10 Years- 15% 7 Years – 10% 5 Years – 5%	The division of percentage mention here seems very specific and not in line with the qualification and experience requirements of experts specified on page no. 30 clause 4 Human Resource. We request you to kindly eliminate this and consider standard sub criteria and percentage weights: 1. Qualifications (relevant education): 25% weightage 2. Adequacy for the Project (experience in Similar Projects): 50% weightage 3. Years of experience in similar role: 25% weightage Please review and consider.	Refer amended RFP
22 2	Systra- SAI	Page No. 30 4. Human Resource S. No. 5 Heritage Conservation Expert	Shall have Postgraduate in Conservation/ Heritage Studies or equivalent from an accredited college or University.	We request you also to consider Postgraduate in Urban Planning / Design / Architecture from an accredited college or university for this position.	No Change
22 3	Systra- SAI	Page No. 32 4. Human Resource S. No. 10 Urban Designer	Shall have Masters degree in Urban Design from an accredited College/University Years of experience 15 years	We request you to consider 10 years.	No Change

22 4	Systra- SAI	Page No. 32 4. Human Resource S. No. 11 Urban Planner & GIS Expert	Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. should have masters/ diploma in Geo informatics	We envisage here that there should be two distinct positions i.e. one for Urban Planner and other for GIS Expert. Having an expert with both Planning and Geoinformatics qualifications would be very rare to find. Kindly review and consider.	No Change
22 5	Systra- SAI	Page No. 33 4. Human Resource S. No. 15 ICT Expert	Bachelors in Computer science & Engineering from an accredited college/University.	We request you to also consider Bachelor degree in Information Technology / Electronics or specialized courses in ICT / IOT field.	Refer to amended RFP.
22 6	Systra- SAI	Page No. 33 4.1 Handholding Support till the approval of Master Plan	i. The consultant would depute/ station dedicated staff (marked with ‘*’) for the Authority who must always be available till the approval of Master Plan from all the competent authorities.	We envisage that the positions marked with ‘*’ (excluding Urban Planner & GIS Expert) will require for intermittent inputs. We believe that only one Urban Planner and one GIS Expert to be depute / stationed at the project office while other experts can provide their inputs from home office as well as from project office as per project requirement. Kindly confirm.	Refer to amended RFP.
22 7	Systra- SAI	Page No. 35 	Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client.	This clause is in contradiction with the Clause 9.7 Payment to the consultants – sub point 2 (page no. 65) which mention the release of 60% payment due in case of nonreceipt of comments / approvals from the client within 45 days and remaining 40% after receipt of comments/approval from the concerned Nodal Agency/client. Kindly specify.	Refer to amended RFP.

22 8	Systra- SAI	Page No. 69 10 Special Conditions of Contract Sub Clause 10.11	The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement.	It should be: The duration of assignment shall be 10 (Ten months) months and with option to extend the contract duration with mutual written agreement. Kindly recheck.	Refer to amended RFP.
22 9	Systra- SAI	Page No. 69 10 Special Conditions of Contract Sub Clause 10.13 - Professional Liability Insurance	Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit	Professional Liability Insurance coverage should be for a period of consultancy services only. Kindly review.	No change

			<p>on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>		
230	Systra- SAI	Schedule of Bidding Process	Bid End Date - 8th Mar 2024 till 04:00 PM	<p>Being International Competitive Bidding, there will be time consuming process of getting bid strategic documents & approvals, getting notarized documents, translation & apostille documents for the credentials and other strategic approvals. In line of the same we request you to provide sufficient time i.e. 4 weeks after issuing the clarifications of the queries for preparation and accommodation of changes in final proposal. Kindly consider.</p>	Refer to amended RFP.

23 1	Systra- SAI	Page 22, Stage I – Review of the existing planning framework and review of Global Good Practices	xi. Preparation and Integration of Base Map on a GIS platform compatible with the Authority’s Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform	Please specify the surveys expected to be undertaken for the project.	Refer to amended RFP.
23 2	Systra- SAI	Page 22, Stage I – Review of the existing planning framework and review of Global Good Practices	xi. Preparation and Integration of Base Map on a GIS platform compatible with the Authority’s Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform	Please confirm if the revenue maps are available in Digital format and shall be made available to the Consultant during the Project Inception.	available data will be shared with the selected bidder. Remaining will have to be sourced by the bidder.
23 3	Systra- SAI	Page 25, Stage V (B)	Perspective plan, master plan and Infrastructure plans including detailed zoning regulations & urban design guidelines and framework.	Please clarify the Scope of delivery expected from the Perspective Plan.	Bidder to assess
23 4	Systra- SAI	Page 25, Stage VI - Assistance to authority in notification and finalization of draft perspective plan, master plan, infrastructure plans, zoning regulations and other action plans	The study area maps shall be digitized on GIS Platform based on interpretation of the satellite imagery.	1. Please clarify the following: We believe that the cost for procurement of Satellite Imagery shall be borne by the Client. Please confirm. Please specify the resolution of the Image to be provided/procured.	Refer to amended RFP.

23 5	Systra- SAI	Page 34, Table 2: Submission by the Consultant	Stage 6A - Draft ToR for appraisal by committee concerned (MoEF/ SEAC) (To be submitted at the time of finalization of master plan) Submission of detailed EIA & EMP reports as per approved ToR by appraisal committee. Submission of final EIA report duly incorporating minutes of Public hearing/ consultation along with all the required documents for appraisal by committee (MoEF/ SEAC) Obtaining Environmental Clearance Obtaining CTE subsequent to EC accorded	The Payment terms are not unilaterally distributed based on the quantum of work to be undertaken by the Consultant. For ex: Stage 6A entails Approvals and Clearances that are not solely in the purview of the Consultant. Our experience informs that the processes of EC & CTE are time cumbersome and can be delayed not to the reasons solely owing to the Consultant. However, this Milestone contains maximum disbursement of Payment %. This can severely affect our cashflows. We request the Authority to relook at the payment % disbursements in a manner that a healthy project cashflow is maintained.	Refer amended RFP
23 6	Systra- SAI	Page 34, Table 2: Submission by the Consultant	Milestones/Deliverables	The timelines for the project is too short to undertake the SoW outlined in the RFP. The Statutory approvals and administrative clearances anticipated can really push the project beyond 11 months. Hence, we request to extend the timelines from 11 months to 15 months to maintain a logical work process flow.	No Change
23 7	Systra- SAI	Clause 9.3 (g) Page no. 62	If the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days decides to terminate this Contract.	Request you to remove this clause, as termination should not be based upon convenience, as some cost is associated with each bid, we request either give additional compensation in case of termination on convenience or delete clause.	No Change
23 8	TCE	Sr. No. 10	Data Sheet Consortium to be allowed: No	We request you to allow consortium with combined project experience.	No Change

23 9	TCE	2.11.3 Pg No.: 15	<p>The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>We request you to allow maximum five substitution of key personnel. We also request you to change replacement penalty of 5% of remuneration of the replaced key experts and replace the clause as given below. "The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of five (5) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of five (5) Key Personnel would call for reduction in the remuneration, which will not exceed 95 (ninety-five) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 5% of the original quoted rates in respect of each subsequent replacement i.e. 90%, 85% and so on."</p>	No Change
---------	-----	----------------------	---	--	-----------

24 0	TCE	2.11.3 Pg No.: 15	The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	We request you to change replacement penalty of 5% of remuneration of the replaced key experts and replace the clause as given below.	No Change
24 1	TCE	2.12.2 Pg No. 16	Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee/ Fixed Deposit Receipt in the format specified at Annexure of the contract. For the successful bidder the Performance	We request you to keep the performance Security to 3 (Three) percent of the contract value.	No Change

			Security will be retained by Client until the completion of the assignment by the Consultant and will be released 2 years after the completion of the assignment.		
24 2	TCE	2.12.2 Pg No. 16	Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee/ Fixed Deposit Receipt in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 2 years after the completion of the assignment.	We request you to return the performance security one year after the completion of the assignment.	Refer to amended RFP.
24 3	TCE	Pg No. 27	1- Qualification - International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%.	We request you to remove marks for International Degree/IIT/IIM/ISB/ TISS. Requesting you to keep 25% marks as per qualification mentioned in the RFP (Pg No. 30 to 33.	Refer to amended RFP.

24 4	TCE	Pg No. 27	2- Adequacy for the Project A) Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10% B) Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5%	We understand that the combined scoring for Greenfield & Brownfield will be max 50%. i.e. if 2 Greenfield projects (30%) and 3 Brownfield project (25%) will qualify 50% of marks for project. Please confirm.	No Change
24 5	TCE	Pg No. 34	Following table captures the payment milestones: Sr. 1- 5% Sr. 2- 10% Sr. 3- 15% Sr. 4- 05% Sr. 5- 15% Sr. 6- 15% Sr. 7- 20% Sr. 8- 15%	Following table captures the payment milestones: Sr. 1- 10% Sr. 2- 10% Sr. 3- 15% Sr. 4- 15% Sr. 5- 15% Sr. 6- 15% Sr. 7- 15% Sr. 8- 5%	No change
24 6	TCE	Pg No. 50 to 55	6 Standard Forms- Financial Proposal	As per RPF condition, Technical & Financial proposal are need to be submitted online on tendering portal - https://etender.up.nic.in . Also, hard copy submission of Technical & Financial proposal is not required. Therefore, Financial proposal forms are not required to be submitted as tendering portal has provision of BoQ sheet submission as financial proposal. Please confirm.	Financial forms are to be submitted in the Hard Copy.

24 7	TCE	9.10 Pg No. 66	Liquidated damages 1. If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	We request you to consider following liquidated damages. "If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.25% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract."	No change
24 8	TCE			We request you to consider following liquidated damages. "If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.25% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract."	No change

249	TCE	10.11 Pg No. 69	The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement.	Please confirm whether the project duration is 36 months or 10 months as specified in PDS and Payment milestone.	Refer to amended RFP.
250	TCE		Obtaining Environmental Clearance	We understand that the consultant scope will be providing technical support for getting Environmental clearances. All the statutory fee will be paid by the employer. Please confirm	Refer to amended RFP.
251	TCE	2.5	Scope of services	The total extent of Project area is 14285 Ha. Kindly confirm	Area is mentioned in the RFP
252	TCE	Page 21, Point 2.5, subpoint 3	Scope of services	We understand for assessment of existing infrastructure Authority will facilitate us to get information from concern statutory bodies. Please confirm	available data will be shared with the selected bidder. Remaining will have to be sourced by the bidder.
253	TCE	Page 21, Point 2.5, subpoint (i) stage I	Scope of services	Please confirm minimum case examples to be considered for global best practices capturing various heads mentioned.	Bidder to assess
254	TCE	Page 22, Point 2.5, subpoint (i) stage I – xi	Scope of services	Please confirm if base map to be freshly prepared on GIS or information to be integrated with existing base map (if any)	available data will be shared with the selected bidder. Remaining will have to be sourced by the bidder.
255	TCE	Page 23, Point Stage III (A)	Scope of services	We understand, for stakeholder consultation Authority will facilitate us to connect with respective stakeholders. Please confirm	under the scope of the bidder

25 6	TCE	Page 27,	B CVs of key personnel	For Qualification marking, for 25% marks Kindly consider renowned institutes like School of planning and Architecture (SPA) and CEPT university and NITs for following experts (since IITs/ IIMs do not have these courses) - Landscape expert - Heritage conservation expert - Urban designer	Refer to amended RFP.
25 7	TCE	4 Pg 30	Key Professionals Project Manager- (Team Leader)	We request to kindly modify Qualification and Specific Expertise as below ““Shall have Postgraduate in Planning/ Development Studies from an accredited college or University. Shall have experience as Team Leader for Urban or Regional Planning assignments of similar magnitude and nature. Should have relevant experience as Team Leader/ Project Director in formulation of Master Plans/ Regional Plans/ Sub-Regional Plans/ Metropolitan Regional Plans with a population more than 0.3 million in India or abroad””	No Change
25 8	TCE	4 Pg 32	Key Professionals Urban Designer -	Kindly give relaxation on the condition, should have masters/ diploma in Geo informatics.	No change

259	TCE	4 Pg 30	<p>- Key Professionals Financial Analyst cum Market Expert** (Deputy Team Leader)- Market research (Industry) Economic analyst</p>	<p>These three positions have overlapping responsibilities. Instead, the Authority may consider merging these three positions as one with an education requirement of masters/ post-graduation in Finance (MBA / CA / CFA or equivalent) or economics with an experience of Market demand assessment for the industrial park of size above 1000 acres and conducting financial/ economic analysis of the similar project(s)</p>	<p>Refer to amended RFP.</p>
260	TCE	Pg8, (xxi)	<p>Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh</p>	<p>Kindly confirm if the office space will be provided by Client</p>	<p>Refer to amended RFP.</p>
261	TCE	4 Pg 32	<p>Key Professionals Urban Planner & GIS Expert-</p>	<p>We request to kindly modify Qualification and Specific Expertise as below “Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. Should have experience in Urban planning aspects. Experience of working in GIS is mandatory. Should have the experience of interpretation of satellite imageries and preparation of a base map for a similar assignment. Experience in managing and analyzing spatial data relevant to urban planning, land use and industrial development</p>	<p>Refer to amended RFP.</p>

26 2	TCE	4.1 Pg33	Handholding Support till the approval of Master Plan i. The consultant would depute/ station dedicated staff (marked with “*”) for the Authority who must always be available till the approval of Master Plan from all the competent authorities.	We request you to kindly specify the resource who needs to be stationed as there is (*) marked	Refer to amended RFP.
26 3	TCE	4	Key Professionals	We presume that Positions such as Industrial Expert, Infrastructure Consultant, Environmental & Hydrology Specialists, Urban Designer, Urban Planner & GIS Expert are not full time deployment and shall visit site as per the requirement or as desired by authority.	Refer to amended RFP.
26 4	CBRE	Page 5 1. Data Sheet	Date Extension	The preparation of bid documents involves extensive work in niche domains and includes heavy paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by at least 2 weeks from the current date of submission.	Refer to amended RFP.

26 5	CBRE	Page 5 1. Data Sheet Serial	Page 5 1. Data Sheet Serial no. 10 Consortium to be allowed: No	In view of the tasks specified under the Scope of Work, the work involves thorough expertise and all the mentioned tasks does not come under the framework of a single firm. It requires an in-depth know-how of each type of firm. Hence, we would request the authority to kindly allow the formation of a consortium of at least two firms to bid together as one applicant so that the selected bidder is able to offer the best possible services.	No change
26 6	CBRE	Page 27 Clause 3.2	Page 27 Clause 3.2 Technical Evaluation Criteria: B point Key personnel CVs submitted 1- Qualification - International Degree/IIT/IIM/ISB/ TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%.	We believe an individual's credentials and experience are a relatively better standard of judging capabilities. Moreover, there exist equally reputed Business Schools which produce suitable MBA's with the required expertise. We would request the authority to kindly reconsider this eligibility criterion.	Refer amended RFP
26 7	CBRE	Page 27 Clause 3.2	Page 27 Clause 3.2 Technical Evaluation Criteria: Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.	We understand that this is a master planning project, and firms having relevant experience on related assignments in different geographies can provide better input on the overall project. Hence, the experience of consultants in various geographies/countries should also be given weightage. Hence we request the authority to kindly allow International projects as well.	Refer to amended RFP.

268	CBRE	Page 30 Clause 4 Human Resource	Page 30 Clause 4 Human Resource Serial no. 2. Financial Analyst cum Market Expert** (Deputy Team Leader) Education Qualification: Shall have a Master degree in Finance/ Business administration from an accredited college / University.	We would want to highlight that as per AICTE, a PGDM/Diploma is also considered equivalent to MBA. Moreover, in earlier times, PGDM was only available in place of an MBA. Hence most of the highly experienced key personnel possess a diploma/PGDM degree. We believe that a diploma/PGDM holder with relevant experience in the field may also be an adept resource.	Refer to amended RFP.
269	CBRE	Page 30 Clause 4 Human Resource	Serial no. 13. Market research (Industry) Education Qualification: Should have MBA in marketing from an accredited College/University	Hence, we request the authority to kindly allow MBA/PGDM also.	Refer to amended RFP.
270	CBRE	NA	Draft Contract	We request the authority to kindly provide the draft contract	will be shared with the selected bidder
271	QSS	Page No. 5 of RFP, Point No. 10 of Data Sheet	In the Data Sheet, it is mentioned that Consortium to be allowed: No	We request you to allow the consortium since the expertise required for the project is largely varying and requires 2 or more consortium partners.	No change
272	QSS	Page No. 5 of RFP, Point No. 11 of Data Sheet	In the Data Sheet, it is mentioned that Sub-contracting is allowed: No	We request you to allow the sub- contracting since the study requires various primary & Secondary surveys and will require us to hire sub- contractors for certain tasks such as traffic & transportation surveys etc.	Refer to amended RFP.
273	QSS	Page No. 26 of RFP	In 3.1 Pre-qualification criteria, point 2 the financial capacity of the consultant is given as an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in	We request you to reduce the average annual turnover from INR 300 Crore to 75 Crore so that a good number of quality competitive bidders can qualify for technical evaluation.	Refer to amended RFP.

			last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY- 23)		
27 4	QSS	Page No. 27 of RFP	In 3.2 Technical Evaluation criteria, Technical Capability A.1 is given Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years. The project must either be completed or ongoing with 80% of the work completed.	We would like to know whether the Regional Perspective Plan for Industrial Corridor Projects with scope of land use and urban planning will qualify under the point or not.	Refer amended RFP
27 5	QSS	Page No. 27 of RFP	In 3.2 Technical Evaluation criteria, Technical Capability A.1 is given Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10)	We would like to know whether the Vision Plans for Large Urban agglomerations (Development Authorities) with scope of urban and regional planning will qualify under the point or not.	Refer amended RFP

27 6	QSS	Page No. 26 of RFPEligibilit y Conditions	Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY- 22; FY-23)	We request the Authority to allow to consider Parent company's credentials to meet the Financial criteria, provided the shareholding of parent company in Indian subsidiary is more than 99%	No change
27 7	QSS	Page No. 26 to 28 of RFP	3.1 Pre- qualification criteria (Sr. No 1 to 5) & Technical Evaluation Criteria: (A,B,C)	We request the Authority to allow to consider Parent company's credentials to meet the Pre- qualification & Technical Evaluationcriteria, provided the shareholding of parent company in Indian subsidiary is more than 99%	No change
27 8	QSS	Page No. 5 of RFP	Data Sheet: Sr. No. 9 Bid End Date: 08th Mar 2024 till 04:00 PM	In order to submit our quality bid & best competitive offer, we request the client to kindly extend the bid submission date by atleast 03 weeks from the date of issue of replies to prebid queries.	Refer to amended RFP.

279	MARS	<p>3.2 Technical Evaluation Criteria: RFP Page No: 27</p>	<p>Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: Certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and self-declaration to confirm that the Draft Master Plan report has been submitted to the client. Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p>	<p>We request the authority to kindly reduce the criteria as follow: Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past Fifteen (15) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: Certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and self-declaration to confirm that the Draft Master Plan report has been submitted to the client. Each Project carries 6 Marks (Maximum of 12 Marks) Project 1: 6 Marks Project 2: 12 Marks</p>	Refer amended RFP
280	MARS	<p>3.1 Pre-qualification criteria RFP Page No: 26</p>	<p>Eligibility Conditions 2. Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23)</p>	<p>We request the authority to kindly reduce the criteria as follow: 2. Financial Capacity: The Consultant have an average annual turnover of at least INR 80 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-19; FY-20; FY- 21; FY-22)</p>	Refer to amended RFP.

28 1	MARS	1 Data Sheet RFP Page No: 5	Consortium to be allowed – No Sub-contracting is allowed - No	We request the Authority to kindly allow Joint venture/Consortium.	No change
28 2	GTB	Clause 3.1.3 on Page 26	Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years.	The experience related to project components required herein can be accumulated in size of projects and the criteria should be restrictive by area covered under the project. Therefore, for better participation, we request you to modify the clause as follows: <i>“Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format over the past ten (10) years.”</i>	Refer amended RFP
28 3	GTB	Clause 3.2 A.1 on Page 27	Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years.	The experience related to project components required herein can be accumulated in size of projects and the criteria should be restrictive by area covered under the project. Therefore, for better participation, we request you to modify the clause as follows: <i>“Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format over the past ten (10) years.”</i>	Refer amended RFP

28 4	GTB	Clause 3.2 A.2 on Page 27	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.	The experience related to project components required herein can be accumulated in size of projects and the criteria should be restrictive by area covered under the project. Therefore, for better participation, we request you to modify the clause as follows: "Experience in Detailed Master Planning of Industrial Park over the past ten (10) years anywhere in India."	Refer to amended RFP.
28 5	GTB	Data Sheet – S. No. 10 at Page No. 5	Consortium to be allowed – No	Since it is an International Competitive Bidding, we request the Authority to allow the Bidders to participate in JV/Unincorporated JV/Consortium to bring in relevant international experience for better participation. <i>Therefore, we request the Authority to allow JV/Unincorporated JV/Consortium to participate.</i>	No Change
28 6	GTB	Clause No 2.13 at Page No. 16	Confidentiality	We request the addition of this into the clause as- <i>Compelled disclosure as per Applicable Laws and Regulations shall be an Exception to the Confidentiality.</i>	No change

28 7	GTB	Clause No 5.1 Form 3A, Point No 11 at Page No. 37	Proposal Submission Form Point No 11: 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees	We request the modification as below- <i>I/We further certify that no material investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors, Managers/employees which impairs our ability to perform services under this agreement. There may be investigations which are carried out by the authorities from time to time due to the nature of business we are in, however none affects our ability to perform routine services which the firm offers.</i>	No change
28 8	GTB	Clause No 5.1 Form 3A, Point No 12 at Page No. 37	Proposal Submission Form Point No 12: 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.	We request the removal of this clause	No change
28 9	GTB	Clause No 5.1 Form 3A, Point No 13 at Page No. 37	Proposal Submission Form Point No 14: 14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.	We request the following modification of this clause- 14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP subject to modifications resulting from contract negotiations.	No change

29 0	GTB	Form 6- Declaration at Page No. 57	Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	We request the following modification of this clause- Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any government project or agreement nor have had any agreement terminated for breach by such Bidder	No change
29 1	GTB	Form 6- Declaration at Page No. 57	This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement	We request the following modification of this clause- This is to notify you that our LLP <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our LLP has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any government project or agreement nor have had any agreement terminated for breach by us.	No change

			terminated for breach by us.		
29 2	GTB	Section 9.11 Representati on, warranties and disclaimer, at Page 67	(iii) Indemnity	i. We request the following addition to the clause- Indemnity should be mutual. Further, the Consultant shall also be indemnified for any losses incurred or damages suffered due to: Third party claims Any fraud, misrepresentation or omission of facts by the Client or its personnel	No change

29 3	GTB	Section 10.12 Limitation of the Consultants' Liability towards the Client at page 69	Limitation of the Consultants' Liability towards the Client	We request liability to be limited to 1x. Please the revised clause: Notwithstanding any other term to the contrary in this Agreement or any related document the total liability of the Consultant under or in connection with this Agreement in the aggregate for all claims, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be limited to a sum equivalent to the value of the fees paid to the Consultant. Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.	No change
29 4	EGIS	1 Data Sheet page no. 06	Consortium to be allowed - No	We request the client to allow consortium maximum to three consultants i.e One lead + 2 JV Partner.	No change
29 5	EGIS	3.2 Technical Evaluation Criteria: A.2 page no. 27	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: a. a certification from the CA on the letter head of the bidder must be submitted,	We request for following modification of this clause: Experience in Detailed Master Planning of Industrial Park/ Corridor/Node/City spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with atleast Master plan work completed. Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will be considered. In case of on-going project: a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. Each Project carries 4 Marks (Maximum of 12	Refer to amended RFP.

			certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks	Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks	
29 6	EGIS	3.2 Technical Evaluation Criteria: A.1 page no. 27	Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. <i>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/ Development projects will not be considered</i>	We request the client that as this is a International Competitive Bidding (ICB) to allow the use of Group Credentials (parent/ foreign sister/ subsidiary companies) to showcase the international experience sought in evaluation criteria without the need of forming JV. Kindly consider.	Refer amended RFP
29 7	SREI	1. Data Sheet	Consortium to be allowed	Requesting for allowing consortium/JV	No change

298	SREI	9.9	The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any resurvey/ investigations and correcting layout etc	Kindly elaborate on the kind of surveys to be conducted for the project. Also, the area to be surveyed, if sampling is required. .	Refer to amended RFP.
299	SREI	3.1 Pre-qualification Criteria	Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY- 22; FY-23)	Requesting to consider the annual turnover an on date of RFP	Refer to amended RFP.
300	SREI	3.1 Pre-qualification Criteria	Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed	Kindly confirm whether private client is acceptable Requesting also to reduce the area to about 50 sq km, as in the current scenario, master plans are being prepared for smaller towns	Refer amended RFP
301	SREI	3.2 Technical Evaluation Criteria	Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India. The project must either be completed or ongoing with 80% work completed	Requesting for reduction in minimum area to 100 acres Kindly clarify whether projects of IT parks and SEZs would be considered in this category Requesting to accept DPRs & smart city projects in this category	Refer to amended RFP.

30 2	SREI	1. Data Sheet		Requesting for an extension in date of submission by at least 15 days from date of publishing of pre-bid queries	Refer to amended RFP.
30 3	LEA	Section 2 Instructions to Bidders, Clause 2.4 Location and Linkages, Page no. 20	Proposed 33 villages and nearest major highways, railway line and water supply. Total Land – 14,285 Ha	1) Kindly confirm if the entire land area proposed for development is contiguous in nature. If the site is not contiguous, please convey how many site parcels are proposed for the project & what are their areas.	Yes. Entire land area proposed for development is contiguous in nature.
30 4	LEA	Section 4.2 Deliverable and Payment Milestones, Table 2: Submissions by the Consultant, Page no. 34	Stage 6A - Draft ToR for appraisal by committee Concerned (MoEF/SEAC) (To be submitted at the time of finalization of Master Plan) Submission of detailed EIA & EMP reports as per approved ToR by appraisal committee. Submission of final EIA report duly incorporating minutes of Public hearing/consultation along with all the required documents for appraisal by committee (MoEF/SEAC) Obtaining Environmental Clearance Obtaining CTE subsequent to EC accorded	a) We request the client to clarify the following for preparing the Environment Strategy for the project EIA as a task is not elaborated in the Scope of Services, but the deliverable includes submission of EIA report and obtaining Environment clearance. Client to kindly clarify the scope. Having worked on similar projects, we understand for the approval of the Vision Document and Master Plan notification, a Strategic Environment Action Plan is sufficient for the said area of 14,825 Ha. In addition to Query (a), if EIA needs to be carried out and the proposed land is under different parcels and far from each other; one EIA study and one Environmental Clearance may not be applicable. Also, if EC needs to be obtained – Client to clarify if the project involves resettlement and rehabilitation and if so, does Social impact assessment (SIA) also needs to be part of scope of work.	Refer to amended RFP.

30 5	LEA	Section 4. Human Resource, Table 1: Required Team, Page no. 32	Urban Planner & GIS Expert ** Shall have Master's degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University. should have masters/ diploma in Geo informatics.	(1) Having studied the entire RFP and in continuation to our previously raised queries on this position; it would be ideal to split this position into two and propose 2 key personnel as follows Urban Planner Expert GIS Expert as each personnel task shall involve dedicated work and varied tasks through all deliverables. In view of the same, we request the client to kindly revise the education qualification criteria clause as follows: Urban Planning Expert: Shall have Masters degree in Planning. And Bachelor of Architecture or Planning from an accredited College/University GIS Expert: Shall have Master's degree in M.Sc Geography (Remote Sensing and GIS) or masters/ diploma in Geo Informatics	Refer to amended RFP.
---------	-----	--	---	---	-----------------------------