

**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**

**Request for proposal selection of consultant for preparation of feasibility report for setting up of Space Industrial Park and Propellants Park near Thoothukudi, Tamil Nadu**

**Response /Clarification to the queries**

<b>SL. No.</b>	<b>Reference in RFP clause &amp; Page No.</b>	<b>Description in RFP</b>	<b>Query</b>	<b>TIDCO's Clarifications/Replies</b>
1	SECTION 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY  Page no. 20 of the RFP	iii. <b>Similar work experience in last ten years</b>  b. The Applicant should have experience of completing at least <b>Two Eligible Assignment II</b> in the last Five (05) years from the PDD.  An <b>Eligible assignment II</b> is defined as– “Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace & Defence manufacturing in India”.	We request you to kindly consider the “Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Industrial Parks / SEZ / Space/ Aerospace & Defence manufacturing in India or abroad”	Previous experience in India/ Global can be considered. Experience of network firms cannot be considered. Global credentials of the Indian entity can be considered.

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
2	SECTION 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY  Page no. 21 of the RFP	<p>iv. Financial Eligibility</p> <p>Average Annual Turnover in last five (5) years:</p> <p>The Applicant should have an Average Annual Turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 100 Crores for the past five audited financial years i.e. FY 2021-22, FY 2020-21, FY 2019-20 FY 2018-19 ,FY 2017-18.</p> <p>Certificate(s) from its Statutory Auditors stating its turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) during each of the 5 (five) financial years preceding the PDD.</p>	<p>We request the Authority to kindly reduce the average annual turnover to Rs. 15 crores during the last 5 financial years. This will enable advantage for wider participation.</p>	<p>RFP condition prevails</p>

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3	<p>SECTION 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY</p> <p>Page no. 21 of the RFP</p>	<p>iii. Similar work experience in last ten years:</p> <p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, below mentioned completed consultancy assignments taken up during the last ten (10) financial years from Proposal Due Date (PDD) shall be deemed as eligible assignment.</p> <p>a. The Applicant should have experience of completing at least One Eligible Assignment I in the last Ten (10) years from the PDD.</p> <p>An Eligible assignment I is defined as – “Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores.”.</p> <p>b. The Applicant should have experience of completing at least Two Eligible Assignment II in the last Five (05) years from the PDD.</p> <p>An Eligible assignment II is defined</p>	<p>Eligibility criteria in sub section iii (Similar work experience in last ten years) and Form 7D (Demonstrate technical eligibility) are different and they do not match.</p> <p>Kindly clarify.</p>	<p>Eligibility criteria in sub section iii is hereby amended and shall read as :</p> <p>An eligible assignment I is defined as - Similar experience in last 10 years “Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 500 Crores.”.</p> <p>and</p> <p>An eligible assignment II is defined – Similar experience in past 10 years “Experience of conducting a market assessment/ base lining- benchmarking/</p>

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		<p>as– “Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace &amp; Defence manufacturing in India”.</p> <p>Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received.</p> <p>In case the Applicant doesn't have a Statutory Auditor, it shall provide a requisite certificate from the Chartered Accountant who usually audits annual accounts of the Applicant.</p>		<p>strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace &amp; Defence manufacturing in India”</p> <p>Revised Form 7D attached herewith as Annexure I.</p>

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4	7D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY	<p>Similar work experience in the Last 5 Years' Experience in Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project &amp; financial structuring, business plan, financial modelling etc.,) related to development and operations of real estate infrastructure project in the nature of Industrial Parks/ Special Economic Zones/Technology Parks/ Information Technology Parks/ Integrated Townships, Smart Cities having a minimum extent of 50 Acres with a minimum project cost (excluding land cost) of INR 100 Crores and above.</p> <p>Preparation of TEFR/DFR/DPR for industrial Park in Tamil Nadu during the last ten (10) financial years ended PDD.</p>	<p>Eligibility criteria in sub section iii (Similar work experience in last ten years) and Form 7D (Demonstrate technical eligibility) are different and they do not match.</p> <p>Kindly clarify.</p>	Please refer to sl. no 3
5	Section 3, Data Sheet, Page 17	3.1.3 Submission of proposals 07.04.2023 at 3:00 PM as hardcopy	We request you to extend the proposal submission date to 3 weeks from the date of receipt of clarifications for pre-bid queries for preparing and submitting a comprehensive proposal.	Extension of date will be as per corrigendum

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
6	Section 5, Eligibility criteria and evaluation methodology, Page 20	<p>1. Minimum qualification criteria for evaluation</p> <p>1.1(i) The Bidder should be a registered legal entity recognized under the legal statute of India including any Company, Partnership firms/LLP operating for minimum ten (10) Years as on January 31, 2023. JV or consortium is not permitted</p>	<p>Due to the niche nature of the space sector and the lack of expertise of the agencies involved in the space sector in industrial parks or SEZs, we request you to permit JV or consortium.</p>	<p>RFP condition prevails</p>
7	Section 5, Eligibility criteria and evaluation methodology, Page 20	<p>1. Minimum qualification criteria for evaluation</p> <p>iii. Similar work experience in last ten years:</p> <p>a. The Applicant should have experience of completing at least One Eligible Assignment I in the last Ten (10) years from the PDD. An Eligible assignment I is defined as- "Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores."</p>	<p>We request you to kindly modify the definition of "An Eligible Assignment I" as follows:</p> <p>"Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an overall extent of 100 Acres/ Project cost of more than 200</p>	<p>Please refer Sl. No. 3</p>

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8	Section 5, Eligibility criteria and evaluation methodology, Page 20	<p>1. Minimum qualification criteria for evaluation</p> <p>iii. Similar work experience in last ten years:</p> <p>b. The Applicant should have experience of completing at least Two Eligible Assignment II in the last Five (05) years from the PDD. An Eligible assignment II is defined as– “Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace &amp; Defence manufacturing in India”.</p>	<p>We request you to kindly modify the definition of “An Eligible Assignment II” as follows:</p> <p>“Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace &amp; Defence manufacturing in India or any other country in the world. Global credentials of bidding entity including its network firms will be considered.”</p>	<p>Previous experience in India/ Global can be considered. Experience of network firms cannot be considered. Global credentials of the Indian entity can be considered.</p>
9	Section 5, Eligibility criteria and evaluation methodology, Page 22	<p>2. Selection Process</p> <p>2.1 Technical Evaluation Criteria</p> <p>2. Relevant experience of Applicant in carrying out market assessment/ base lining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace &amp; Defence manufacturing in India</p>	<p>We request you to kindly modify the criteria as follows</p> <p>“Relevant experience of Applicant in carrying out market assessment/ base lining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace &amp; Defence manufacturing in India or any other country in the world. Global credentials of bidding entity including its network firms will be considered”.</p>	<p>Please refer Sl. No. 8</p>

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10	Section 5, Eligibility criteria and evaluation methodology, Page 22	<p>2. Selection Process</p> <p>2.1 Technical Evaluation Criteria</p> <p>3. Relevant Experience of Applicant – in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores in India</p>	<p>We request you to kindly modify the criteria as follows:</p> <p>“Relevant Experience of Applicant – in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an overall extent of 100 Acres/Project cost of more than INR 200 Crores in India”.</p>	Please refer Sl. No. 3
11	Section 5, Eligibility criteria and evaluation methodology, Page 22&23	<p>2. Selection Process</p> <p>2.1 Technical Evaluation Criteria</p> <p>4. Experience of Applicant – in Eligible assignments related to space sector for government entity/PSU in India</p>	<p>We request to kindly modify the criteria as follows:</p> <p>“Experience of Applicant – in Eligible assignments related to space sector for government entity/PSU in India or any other Country in the world. Global credentials of bidding entity including its network firms will be considered”</p>	Please refer Sl. No. 8
12	Section 5, Eligibility criteria and evaluation methodology, Page 23	<p>2. Selection Process</p> <p>2.1 Technical Evaluation Criteria</p> <p>5. Experience of Applicant – in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world</p> <p>Sub Criteria:</p> <ul style="list-style-type: none"> <li>• Four (4) marks if the assignment pertains to setting up of space park</li> <li>• Two (2) marks if the assignment pertains to setting up of aerospace and Defence park (Only one assignment will be considered).</li> </ul>	<p>We request you to modify the criteria as follows:</p> <p>“Experience of Applicant – in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world. Global credentials of bidding entity including its network firms will be considered.”</p>	Please refer Sl. No. 8



SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
13	Section 7, Technical and Financial Proposal Submission and Standard Forms, Page 35	<p>7C. Format for Submission of Information about the Consultant (xi) Annual turn over the last three completed financial years</p> <p>The following documents shall be provided to demonstrate eligibility</p> <ul style="list-style-type: none"> <li>• Copy of registration certificate issued by registrar of companies/firms</li> <li>• Copy of GST Certificate</li> <li>• Copy of audited annual financial statements including Balance Sheet and Profit &amp; Loss Account statement of the firm for the last three (3) financial years (Year 2019-20 , Year 2020-21 &amp; Year 2021-22)</li> <li>• Auditor's certificate to verify the annual average turnover for the last three financial years in the following format</li> </ul>	The eligibility requirements provided in Form 7C is not same as the Financial Eligibility and documents provided in Section 5 in Page 21. Please clarify on the requirements.	Clause iv. Financial eligibility prevails. (Page 21). Form 7C shall be for last 5 financial years as mentioned in clause iv financial eligibility.

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
14	Section 7, Technical and Financial Proposal Submission and Standard Forms, Page 37	7D. Format to Demonstrate Technical Eligibility	<p>a. The technical eligibility requirement provided in Form 7D is not same as the minimum qualification criteria/ Evaluation criteria provided in Section 5, Pages 20 to 23. Please clarify on the requirements.</p> <p>b. Given that not all projects will have Completion Certificates, we request you to kindly modify this clause as follows:</p> <p>“Documents verifying the claim as per technical eligibility including the letter of successful completion from the client shall be provided for all projects listed above. In the absence of a Completion Certificate, a Self-Certificate from the authorized signatory shall be submitted. The certificates enclosed as proof should show the project completion year/date clearly.”</p>	The modified clause may be read as: Documents verifying the claim as per technical eligibility including the letter of successful completion from the client shall be provided for all projects listed above. In the absence of a Completion Certificate, consultants can submit auditor certification stating that fees with respect to scope of services relevant to the technical experience requested has been received.
15	Section 7, Technical and Financial Proposal Submission and Standard Forms, Page 38	<p>7E. Format for Providing Experience of the Consultant for Technical Evaluation</p> <p>Note: Completion Certificates shall</p>	<p>Given that not all projects will have Completion Certificates, we request you to kindly modify this clause as follows:</p> <p>“Note: Completion Certificates shall be</p>	Please refer Sl. No. 14

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
		be submitted along with the reference	submitted along with reference. In the absence of a Completion Certificate, a Self-Certificate from the authorized signatory shall be submitted".	
16	iv. Financial Eligibility Average Annual Turnover in last five (5) years Page 21 of 51	The Applicant should have an Average Annual Turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 100 Crores for the past five audited financial years i.e. FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19 ,FY 2017-18	We request to keep the requirement of Annual turnover to Rs. 25 crores. The tenders invited by MoRTH / NHAI for DPR assignments stipulates Rs. 5 Crore as the turnover requirement for the projects costing with an outlay of Rs 1000 Cr.	RFP condition prevails
17	2. SELECTION PROCESS 2.1 Technical Evaluation Criteria Page 22 of 51	Criteria: Annual turnover from consultancy services Turnover                      Marks 251 and above              10 201- 250                      8 151-200                      6 100-150                      4	Further to the average annual turnover criteria, we request to modify the evaluation criteria as given below; Criteria: Annual turnover from consultancy services Turnover                      Marks 65 and above              10 55- 65                      8 40-55                      6 25-40                      4	RFP condition prevails
18	2. SELECTION PROCESS 2.1 Technical Evaluation Criteria Page 22 of 51	Relevant experience of Applicant in carrying out market assessment/ base lining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace & Defence manufacturing in	We request the following changes; Twelve (12) marks for an Assignment in Space/Aerospace & Defence Manufacturing in India in the last 15 years	RFP condition prevails

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		<p>India Four (4) marks for each Assignment, up to a maximum of Twelve (12) marks</p>		
19	<p>2. SELECTION PROCESS 2.1 Technical Evaluation Criteria Page 22 of 51</p>	<p>Relevant Experience of Applicant – in the preparation of DPR/ TEFR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores in India</p>	<p>We request the following changes; Relevant Experience of Applicant – in the preparation of DPR/ TEFR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 450 Crores in India</p>	<p>Please refer Sl. No. 3</p>
20	<p>2. SELECTION PROCESS 2.1 Technical Evaluation Criteria Page 22 of 51</p>	<p>Experience of Applicant – in Eligible assignments related to space sector for government entity/PSU in India Two (2) marks for each Eligible Assignment, up to a maximum of Six (6) marks Eligible Assignment is defined as projects related to market assessment/ base lining benchmarking/ strategic vision formulation related to Space sector for government entity/PSU. Note: Projects submitted against Sl. No. 2 will not be considered for marking for Sl. No.4</p>	<p>We request to consider projects related to Aerospace. Also kindly consider the projects being evaluated in S.No.2.</p>	<p>RFP condition prevails</p>

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21	7. Key Personnel (4 Members) Page 24 of 51	<p>Team Leader Team Leader – Max. Ten (10) Marks</p> <p>a) Minimum Eligibility: MBA or equivalent masters – Minimum 12 years of experience with progressively increasing roles of leading project teams in complex assignments in India or abroad.</p> <p>b) Should be a permanent employee of the bidder.</p> <p>c) Experience (Max-2 marks) Less than 12 years – 0 marks Between 12 – 15 years – 1 mark Above 15 years – 2 marks</p> <p>d) Qualifying Projects (Max 8 marks) Two (2) Marks for each Eligible Assignment - Eligible assignment is defined as leading Assignments pertaining to market study/ DPR preparation in space sector/ Aerospace &amp; Defence</p>	For qualifying projects, we request to consider the experience in industrial / SEZ projects	RFP condition prevails
22	7. Key Personnel (4 Members) Page 24 of 51	<p>Market Analyst– Max. Six (6) marks</p> <p>a) Minimum Eligibility: MBA or equivalent masters. Minimum 10 years of experience</p> <p>b) Qualifying Projects: Max Six (6) marks Two (2) Marks for each Eligible Assignment Eligible assignment is defined as</p>	For Eligible assignment projects we request to consider the experience in industrial / SEZ projects	RFP condition prevails

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
		advisory role/ Market Analyst role/ to Govt./ Private Client for project preparatory studies in Space Sector/ aerospace & Defence sector.		
23	Section 5 Clause 1.1 iii) Similar work experience in last ten years, page no 20	Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received	Requesting to consider either one of work order or completion certificate/ self- certificate, instead of both. Else, requesting to consider self-certification or CA certificate indicated more than 75% fees received from the project, in lieu of completion certificate.	Please refer Sl. No. 14
24	Clause 2.1 Technical evaluation criteria, page no 22	<p>2. Relevant experience of Applicant in carrying out market assessment/ base lining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace &amp; Defence manufacturing in India</p> <p>3. Relevant Experience of Applicant – in the preparation of DPR/ TEFRR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores in India</p> <p>4. Experience of Applicant – in Eligible assignments related to space sector for government</p>	No year has been mentioned for the projects in the technical evaluation criteria. Considering there have been limited opportunities in the space sector in the past, request consider projects executed in the past 10 years, especially in the space sector.	Similar experience of the past 10 years will be considered for technical evaluation

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		entity/PSU in India. 5. Experience of Applicant – in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world.		
25	2.1 - Point 1 – Financial capacity page no 22	Annual turnover from consultancy services	Units not mentioned. Is it fair to assume the value is in INR crore	Unit= INR crores
26	Clause 2.1 Technical evaluation criteria, page no 23	<p>Key personnel</p> <p><b>Industrial Park/SEZ Expert– Max. Four (4) marks</b></p> <p><b>a) Minimum Eligibility:</b> MBA or equivalent masters. Minimum 10 years of experience</p> <p><b>b) Qualifying Projects: Max Four (4) marks</b></p> <p><b>Two (2) Marks for each Eligible Assignment</b></p> <p>Eligible assignment is defined as advisory role/ Industrial Park/SEZ Expert role to Govt./ Private Client for feasibility studies/ related projects for industrial parks/SEZ</p>	<p>Requesting to consider <b>Industrial park/ SEZ/ Infrastructure expert</b> Eligible assignment is defined as advisory role/ Industrial Park/SEZ Expert/ infrastructure expert role to Govt./ Private Client for feasibility studies/ related projects for industrial parks/SEZ/ infrastructure projects</p>	<p>Accepted. The modified clause may be read as: Industrial park/ SEZ/ Infrastructure expert Eligible assignment is defined as advisory role/ Industrial Park/SEZ Expert/ infrastructure expert role to Govt. / Private Client for feasibility studies/ related projects for industrial parks/SEZ/ infrastructure projects.</p>
27	Section 6, 6.3 c) Stakeholder consultation, page no 27	Consultation with key stakeholders (domestic and international) including space industries, industry association, regulators, research	Request clarification on the number of stakeholder consultations expected	Bidder has to interact with all key stakeholders in the space industrial

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		agencies and relevant government department bodies, to identify possible potential user industries and assess the demand for various activities in the proposed park		ecosystem including the regulators, industry associations, research agencies and other relevant agencies. Hence, Bidder has to undertake as many stakeholder consultations as is required to assess the demand accurately.
28	Section 6, 6.3 e) page no 28	Indication of overall area required for the proposed Space Industrial Park and the Propellants Park based on spatial requirements of identified supporting infrastructure and facilities for immediate and future requirements. TIDCO would provide the required support for this.	Requesting for clarification on the support that TIDCO will provide. We assume that TIDCO will provide input on the land available including estimate for the gross block estimation	RFP conditions prevail
29	Section 6, 6.3 e) page no 28	Undertake analysis to identify sizing and pricing of the industrial plots in the region, potential users for both parks and obtain stakeholder feedback with respect to the proposed pricing	It is assumed that TIDCO will provide the land parcel prices. Kindly confirm.	RFP conditions prevail
30	Section 6, 6.3 f) page no 29	Develop the financial model and business plan to	Please clarify with respect to the entity for which the financial model is to be	Bidder has to develop models for



SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
		capture all the techno commercial as well as financial aspects of the Project both during the development as well as the operations phase based on the above analysis. The Business Plan would ensure that the Project is structured in a manner that is sustainable and bankable.	prepared, assumptions to be made with regard to funding? Who will provide funding and how much? Additionally, please clarify if the financial model is to be prepared for TIDCO, then is TIDCO going to incur CAPEX, OPEX and earn revenue? Are we expected to prepare model only for TIDCO?	the proposed entity developing the industrial park. The best possible model & entity has to be suggested by the Bidder.
31	7D. Format to demonstrate technical eligibility, page no 37	<b>Similar work experience in the Last 5 Years'</b> Experience in Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.,) related to development and operations of real estate infrastructure project in the nature of Industrial Parks/ Special Economic Zones/Technology Parks/ Information Technology Parks/ Integrated Townships, Smart Cities having a minimum extent of 50 Acres with a minimum project cost (excluding land cost) of INR 100 Crores and above. Preparation of TEFR/DFR/DPR for industrial Park in Tamil Nadu during the last ten (10) financial years ended PDD	- Request consider similar work experience in the past 10 years instead of 5 years, especially in the space sector and industrial park credentials. Preparation of TEFR/DFR/DPR for industrial Park across India be considered instead of only Tamil Nadu. - Also, it is mentioned that 50 acres with project cost INR 100 crores, whereas in the minimum qualification criteria on page 20, Experience of working in the preparation of DPR/ TEFR/DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores. Please clarify the same.	Please refer Sl. No. 3

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32	Miscellaneous	We noticed that there is no limitation on our liability under the RFP	We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to us	RFP conditions prevail
33	Section 2 Information to Consultants, Valuation Methodology and Ranking, page no.11	will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: Combined score $S = ST \times TW + SF \times FW$ Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposals that shall be 0.80 and 0.20 respectively	To Encourage a greater number of firms participation, we request the client to give a relaxation on QCBS from 80:20 to 70:30	RFP conditions prevail.
34	Section 3. Data Sheet, Page no. 17	Submission of proposals: 07.04.2023 at 3:00 PM as hardcopy	To prepare good competitive bids, we request the client give a timeframe of at-least 3 weeks for a bid submission since from the date of release of pre-bid clarifications	Please refer Sl. No. 5
35	Section 5 Eligibility criteria and Evaluation Methodology, page no.20	The Bidder should be a registered legal entity recognized under the legal statute of India including any Company, Partnership firms/LLP operating for minimum ten (10)	Considering the nature of assignment, we request the client to allow a JV or consortium so that more no. of firms will be participated.	RFP condition prevails

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		Years as on January 31, 2023. JV or consortium is not permitted		
36	Section 5 Eligibility criteria and Evaluation Methodology, page no.20	An Eligible assignment I is defined as– “Experience of working in the preparation of DPR/ TEFR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores.”.	We presume that Multi-product SEZ / Sector Specific SEZ / Logistic Parks / Investment Region related studies also will be considered as part of Industrial Park / SEZ's – please clarify.	Multi-product SEZ / Sector Specific SEZ / Logistic Parks / Investment Region related studies also will be considered as part of Industrial Park / SEZ's with an extent of 250 acres /project cost of 500 Crores
37	Section 5 Eligibility criteria and Evaluation Methodology, page no.20	b. The Applicant should have experience of completing at least Two Eligible Assignment II in the last Five (05) years from the PDD. An Eligible assignment II is defined as–“Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace & Defense manufacturing in India”.	During last 5 years, the type of projects are very limited hence we request the client to consider last 10 years projects. We presume that Aviation related studies also will be considered as part of Space / Aerospace & Defense manufacturing sector in India – please clarify	Experience of last 10 years will be considered. Aviation Manufacturing, MRO related studies can be considered as part of A&D.

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38	2.1 Technical Evaluation Criteria, page no. 23 & 24	Sr.No – 7 - Key Personnel: a. Team Leader d) Qualifying Projects (Max 8 marks) Two (2) Marks for each Eligible Assignment - Eligible assignment is defined as leading Assignments pertaining to market study/ DPR preparation in space sector/Aerospace & Defence	We request the client to consider a qualifying projects viz., market study / Feasibility studies / DPR for Industrial Parks / SEZs / Logistic Parks / Aviation / Space / Aerospace & Defense Sector etc.	RFP condition prevails
39	2.1 Technical Evaluation Criteria, page no. 24	b. Sector Expert: a) Minimum Eligibility: Masters in engineering or equivalent: Minimum 20 years of experience in space sector	We request the client to also consider master's in planning / MBA or Equivalent	RFP condition prevails
		b) Qualifying Projects: Max Six (6) marks Two (2) Marks for each Eligible Assignment Eligible assignment is defined as advisory role/ Sector Expert role to Govt./ Private Client in space sector for project preparatory studies/ DPR/ execution	We request the client to consider a qualifying projects viz., market study / Feasibility studies / DPR for Industrial Parks / SEZs / Logistic Parks / Aviation / Space /Aerospace & Defense Sector etc.	RFP condition prevails
40	2.1 Technical Evaluation Criteria, page no. 24	c. Market Analyst; b) Qualifying Projects: Max Six (6) marks Two (2) Marks for each Eligible Assignment Eligible assignment is defined as advisory role/ Market Analyst role/	We request the client to consider a qualifying projects viz., market study / Feasibility studies / DPR for Industrial Parks / SEZs / Logistic Parks / Aviation / Space /Aerospace & Defense Sector etc.	RFP condition prevails

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		to Govt./Private Client for project preparatory studies in Space Sector/ aerospace & defense sector.		
41	6.2 Location	6.2 Location	We request the client to please clarify the proposed extent for the projects and its land acquisition status.	Based on the demand, Bidder is expected to arrive at the sizing of the land. The location will be in the proximity of proposed space park at Thoothukudi.
42	Section 6 Terms of Reference, page no. 27	A. Develop an understanding of the space sector market in India.	We request the client please clarify whether any primary surveys are required or it can be done through desk research also.	Primary research is required
43	Section 6 Terms of Reference, page no. 27	E. Develop outline for set-up operations of the following: a. Space Industrial Park b. Propellants Park	We request the client to please clarify whether Space Industrial Park and Propellants Park will plan at 2 different places or it's only at single location – please clarify. Also please clarify tentative area for each proposed park	The sizing and geographical isolation between both has to be worked out by the consultants.
44	Section 5, Para III (a) Page 20 of 51	Similar work experience in last ten years: For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, below mentioned	We request the client to clarify whether the experience of working in the preparation of DPR/ TEF/ DFR for setting up of Industrial Park/ SEZ's outside India can be considered as	Please refer Sl. No. 8.

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
		<p>completed consultancy assignments taken up during the last ten (10) financial years from Proposal Due Date (PDD) shall be deemed as eligible assignment.</p> <p>a. The Applicant should have experience of completing at least One Eligible Assignment I in the last Ten (10) years from the PDD. An Eligible assignment I is defined as- "Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores."</p>	<p>similar work experience under this category. Please confirm</p>	
45	<p>Serial no 5 under para 2.1 in page 22</p>	<p>Experience of Applicant – in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world</p>	<p>We are organised as a network of global firms as per the regulatory requirements under the same brand, values, and business model. So, we request client to allow assignments delivered by our global network firms of the bidder firm under this category</p>	<p>Please refer SI. No. 8.</p>
46	<p>Serial No 2, Para I, page no 25 of 51</p>	<p>Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this</p>	<p>Many of our clients do not provide completion certificates. So, please amend it to "Completion/phase completion/ self-certificates". We request the client to allow ongoing projects too, the work order or engagement letter can be considered</p>	<p>Please refer SI. No. 14.</p>

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
		documentary proof shall not be evaluated	as documentary proof for ongoing engagements.	
47	Section 5, para 1.ii, page no 20 of 51	i. The Bidder shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies. Document Proof"	Our understanding of the pre - qualification criteria on blacklisting/debarment is as follows. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside will also be allowed to participate in the tender process. Request you to please confirm the same	The understanding of the bidder is correct. At the time of submission, the bidder should not be blacklisted.
48	Section 5.1.1 para III (a), page 20 of 51	An Eligible assignment I is defined as – "Experience of working in the preparation of DPR/ TEFRR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores."	We would request the project cost to be reduced to 200 crores instead of 750 crores as mentioned. Park development cost of 3 crores/acre seems very high.	Please refer Sl. No. 3.
49	Section 5.2.1 para 7(d), page 25 of 51	Industrial Park/ SEZ Expert: b) Qualifying Projects: Max Four (4) marks Two (2) Marks for each Eligible Assignment Eligible assignment is defined as advisory role/ Industrial Park/SEZ Expert role to Govt./ Private Client for feasibility studies/ related projects for industrial parks/SEZ.	Advisory/expert roles in projects related to Economic zones in other countries be considered as part of eligible projects.	Can be considered.

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
50	Clause 1.8 at Page 5	RFP Procurement Cost/ Tender Fees – The Bid Processing Fee of Rs. 10,000 (Rupees Ten thousand only) including GST, which is Non-refundable. The Bidders shall pay the fee for the RFP document by way of a Demand Draft drawn from any Scheduled Bank in India in favor of Tamil Nadu Industrial Development Corporation Limited payable at Chennai.	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP	Companies registered as MSME and have valid certificate are exempted from this fee



SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
51	Clause 9 of Draft Contract at Page 47	<p>Limitation of Liability –  The [Name of Consultants] shall also indemnify and hold harmless the (Name of Client) against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract. The liability of the [Name of Consultants] under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser.</p> <p>However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/ Applicable law. The obligation under this paragraph shall survive the termination of this Contract.</p>	<p>Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p> <p>- Client is requested to include a clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause: "Purchase/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) indirect or consequential loss."</p>	RFP conditions prevail

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
52	Clause 9 of Draft Contract at Page 47 - Indemnities not subject to final determination by court/arbitrator	<p>Indemnity for claims with respect to loss of profit, data, or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract.</p> <p>Indemnity for claims with respect to loss of profit, data, or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract.</p>	<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration.</p> <p>Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.</p>	RFP conditions prevail

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
53	Clause 9 of Draft Contract at Page 47 - No process for indemnity	<p>Indemnity for claims with respect to loss of profit, data, or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract.</p> <p>Indemnity for claims with respect to loss of profit, data, or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract.</p>	<p>The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>(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.</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the 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.</p> <p>(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.</p> <p>(iv) The Indemnified Party shall not</p>	RFP conditions prevail

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
			<p>prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>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.</p> <p>(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 which are to be paid to it in connection with any such claim or proceedings.</p> <p>(vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.</p> <p>(viii) if the Indemnifying Party is obligated to indemnify an Indemnified</p>	

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
			<p>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). Please confirm.</p>	

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
54	Clause 23, para (c) of Draft Contract at Page 51	Conflict of Interests: The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests	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. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	RFP conditions prevail
55	Clause 31 of Draft Contract at Page 52	Liquidated damages	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	If the project is not completed within the scheduled time by the consultant on any circumstances, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for period indicated in the Form 71 format. Failing which the Performance Security shall be forfeited.

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
56	Clause 8 of Draft Contract at Page 47	IPR	<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 just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p>"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,</p>	RFP conditions prevail

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
			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.	
57	Clause 8 of Draft Contract at Page 4	Insurance	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	RFP conditions prevail
58	Clause 30 of Draft Contract at Page 52	Audit	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that	RFP conditions prevail



SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
			our audit related obligations will be subject to foregoing statement	
59	Clause 9 of Draft Contract at Page 47	Survival obligations	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	RFP conditions prevail
60	No clause in RFP. Please include in pre-bid.	No third-party disclaimer - There is no restriction on the usage of deliverable. No third-party disclaimers	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. 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. Please confirm our understanding is correct.	TIDCO reserves the right to use the deliverables prepared as part of the project for subsequent activities. Hence, the consultant shall be liable for any damages directly related to their services. Hence, this clause is not acceptable.
61	No clause in RFP. Please include in pre-bi	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you 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	RFP conditions prevail

SL. No.	Reference in RFP clause & Page No.	Description in RFP	Query	TIDCO's Clarifications/Replies
			<p>us well in time. You may 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.</p>	

Annexure I - Response /Clarification to the queries

**7D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY**

(To be filled, signed and attached)

**Similar work experience in the Last 10 Years from the PDD –**

<b>A. Minimum Eligibility</b>						
<b>Sl. No.</b>	<b>Period (From – To)</b>	<b>Name of the assignment</b>	<b>Name of the client</b>	<b>Location, Country</b>	<b>A brief description of the job</b>	<b>Date of completion of transaction</b>
<b>Eligible assignment I</b>						
Experience of working in the preparation of DPR/ TEFR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 500 Crores.						
1						
2						
3						
4						
<b>Eligible assignment II</b>						
Experience of conducting a market assessment/ base lining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace & Defence manufacturing in India.						
1						
2						
3						
4						

**Signature of Authorized Representative of the bidder**

Note:

1. Documents verifying the claim as per technical eligibility including Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly.

2. Please provide the details of the assignment in format 7E.

**Similar work experience in the Last 10 Years from the PDD –**

<b>B. Technical evaluation</b>						
<b>Sl. No.</b>	<b>Period (From – To)</b>	<b>Name of the assignment</b>	<b>Name of the client</b>	<b>Location, Country</b>	<b>A brief description of the job</b>	<b>Date of completion of transaction</b>
a. Experience in carrying out market assessment/ base lining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace & Defence manufacturing in India.						
1						
2						
3						
b. Experience in the preparation of DPR/ TEFR/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 500 Crores in India.						
1						
2						
3						
c. Experience in eligible assignments related to space sector for government entity/PSU in India.						
1						
2						
3						
d. Experience in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world.						
1						
2						
3						

**Signature of Authorized Representative of the bidder**

Note:

1. Documents verifying the claim as per technical eligibility including Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly.
2. Please provide the details of the assignment in format 7E.

**Annexure II - Response /Clarification to the queries**

**7E. FORMAT FOR PROVIDING EXPERIENCE OF THE CONSULTANT FOR  
TECHNICAL EVALUATION**

**Similar work experience in the Last 10 Years from the PDD –**

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

Assignment name:		Country:
Location within Country:		Professional staff provided by your firm/entity (Profiles):
Name of client:		No. of staff
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year)	Approx. Value of Services (In Rs.):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		