

**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**  
**SELECTION OF CONSULTANT FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR SETTING UP AEROSPACE INDUSTRIAL PARK AT SULUR, COIMBATORE**

**Response/Clarification to the queries**

<b>Bidder</b>	<b>Q. No.</b>	<b>Page no. &amp; RFP Clause No.</b>	<b>Clause details</b>	<b>Queries/Suggestion/Clarification</b>	<b>TIDCO's Clarifications/Replies</b>
1	1	Page 23 Section 5 "Similar work experience in last ten years" Clause 1.1.iii	<p>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 completed consultancy assignments completed during the last ten (10) financial years ended 30.04.2023 shall be deemed as eligible assignment.</p> <p>a) The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India. The Bidder shall meet the above criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).</p>	<p>We understand that experience of undertaking projects within India will only be considered as eligible projects.</p> <p>We request authority to confirm if demand assessment, Concept Master Plan, cost estimates, Project &amp; financial structuring, business plan, financial modelling for an "Industrial Corridor" will also be considered as eligible similar project.</p> <p>We further request the authority to consider experience of similar projects within Asia to increase the competitiveness -</p> <p>Revised clause will be 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 completed consultancy assignments completed during the last ten (10) financial years ended 30.04.2023 shall be deemed as eligible assignment.</p> <p>a) The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the</p>	<p>RFP Conditions prevail.</p> <p>Eligible projects outside India will also be considered. However, atleast one project should be from India.</p>

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				nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships / Industrial Corridor having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India Asia. The Bidder shall meet the above criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).	
	2	Page 23 Section 5, Clause 1.1.ii	The Sole Bidder / all members of the JV/Consortium Members shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies. An undertaking in letter head of the bidder for the same has to be submitted in technical bid.	Our understanding is that bidder should not be blacklisted as on date of submission of the bid. Request the authority to please confirm.	The understanding of the bidder is correct. At the time of submission, the bidder should not be blacklisted.
	3	Page 24, Clause V Project Core Team	Project Core Team's position and years of experience  Team Leader- 15 years Architect / Urban Planner- 10 years Infrastructure Expert- 10 years Aerospace and defence sector expert- 10 years Financial Expert- 10 years Market Analyst- 10 years	We under that, Aerospace and defence sector expert means experts who has worked on transaction advisory assignment for the aerospace and/or defence sector industry. We request the authority to confirm the same.  We further request the authority to relax the number of years of minimum experience required for the core team to –  Project Core Team's Position & Years of Experience Team Leader - 12 years Architect / Urban Planner - 7 years Infrastructure Expert - 7 years Aerospace and defence sector expert - 5 years Financial Expert - 5 years Market Analyst - 5 years	RFP conditions prevail.  RFP conditions prevail.

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	4	Page 24, Clause V Project Core Team	<p>Note - The above key staff and minimum experience proposed are mandatory with required educational qualification. Certificates for educational qualification and experience</p>	<p>We understand that a self-declaration (by the expert) for the experience will suffice as certificate for experience, request the authority to confirm.</p>	<p>The CV should be duly signed by the respective key personnel and counter signed by the authorised signatory of the lead bidder. The responsibility of authenticity of the experience shall lie with the bidder.</p>
	5	Page 26, Clause 2.1.II	<p>Technical Evaluation Criteria Preparation of TEF/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park</p>	<p>We understand that aerospace / defence industrial park marking criteria is specific and for healthy participation in the tender it should be relaxed by providing weightage to experience of other industrial parks as well. Following structure may be considered : (Maximum marks - 5) Preparation of TEF/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park OR Preparation of TEF/DFR/DPR for industrial Park during the last ten (10) years ended 31.04.2023 a) 2.5 marks for one similar project for industrial park subject to maximum two projects</p>	<p>RFP Conditions prevail.</p>
	6	Page 29 Section 6 "Terms of Reference" clause 3	<p>EIA/ SIA study The consultants shall undertake necessary surveys to prepare an Environment Impact Assessment Report (EIA) and Social Impact Assessment (SIA) through accredited agency, following due process, complete with all relevant documents for the proposed land.</p>	<p>We understand that the preliminary scope of the assignment is to undertaken Techno Economic Feasibility. Further that, EIA and SIA are to be undertaken through accredited agency and the completion schedule for the Techno Economic Feasibility Report is 12 weeks. We request the authority to engage</p>	<p>EIA/SIA is not considered as part of the assignment.</p>

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				specialist agency directly for obtaining SIA & EIA and remove the same from consultants' scope of work.	
	7	Page 32 Section 6 "Terms of Reference" clause 10-point h	Examine and suggest suitable legal and institutional framework for the project development.	We understand that the scope of the project is restricted to commercial and technical expertise. And to maintain legal sanctity of the document the authority will appoint a legal expert for the same. We request the authority to remove the said clause from the scope of consultant.	RFP conditions prevail
	8	Page 51 Point 3 Draft Agreement	TIDCO may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration.	We understand that Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. We request the authority to delete this clause	RFP conditions prevail
	9	Page 51 Point 9 Draft Agreement	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
	10	Page 52 Point 10 Draft Agreement	However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or willful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law	We request the client to remove the exception to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	RFP conditions prevail

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	11	Page 52 Point 10 Draft Agreement		<p>We request the client to include to 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 also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</p> <p>"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
	12	Page 52 Point 10 Draft Agreement	The Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	RFP conditions prevail
	13	Page 52 Point 10 Draft Agreement	Indemnities for gross negligence	Request client to kindly delete these as we should not be held liable loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages as mentioned under this clause.	RFP conditions prevail
	14	Page 52 Point 10 and 11 Draft Agreement	Survival obligations	We request the authority that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	RFP conditions prevail

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	15	Page 53 Point 18 Draft Agreement And Page 56 Point 23 Draft Agreement	Confidentiality	<p>Client is requested to consider that we 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. Client is therefore requested 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>	RFP conditions prevail
	16	Page 55 Clause 22	Conflict of Interest	<p>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.</p>	RFP conditions prevail
	17	Page 56, Clause 25	Accounting, Inspection & Auditing	<p>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</p>	No additional payment is proposed for any usage of tools and

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				<p>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 our audit related obligations will be subject to foregoing statement.</p>	<p>portals of the consultant</p>
	18	Addition of Clause		<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations.</p> <p>We request the authority to 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. You may consider including the below simple clause:</p> <p>"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>	<p>RFP Conditions prevail.</p>

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	19	Addition of Clause		<p>We will be providing services and deliverables to your good self under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing.</p> <p>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.</p> <p>Please confirm our understanding is correct.</p>	<p>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.</p>
	20	Addition of Clause		<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 in order 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</p>	<p>RFP Conditions prevail.</p>

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				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."	
	21	Addition of Clause in the agreement		<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration.</p> <p>We request client to 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.
	22	Addition of Clause in the agreement		<p>We request authority to add clause to process indemnity</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 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</p>	RFP Conditions prevail.

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				<p>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 favour of the Indemnified Party 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</p>	

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				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).	
	23	No third-party disclaimer		<p>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.</p> <p>We request the authority to confirm our understanding is correct.</p>	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.
2	24	Section 2 Information to Consultants Clause 1.9 Point (i), Page 7 of RFP	Bid Security shall be paid electronically through their respective internet banking enabled account via RTGS / NEFT to the account of TIDCO as below: Name of Bank - Indian Bank, Bank Account Number - 422162951, IFSC No. - IDIB000C032, Branch Name - Ethiraj Salai	We understand that the consultant has to make the payment through RTGS/NEFT and provide the Challan details on e-tender portal and attach the scan copy of Challan in Technical proposal. Please clarify if our understanding is correct.	Bidder understanding is correct.
	25	Section 2 Information to Consultants Clause 1.9 Point (i), Page 7 of RFP	A Bid Security (EMD) for an amount of Rs. 1,00,000 (Rupees One Lakh only) will be carried out by the Bidders only through online payment mode	<p>In most of the Government tenders, firms registered under Micro &amp; Small Enterprises are exempted from depositing Earnest Money Deposit / Bid Security and tender cost as per GOI Gazette No. 503 dated 26 Mar 2012 subject to the condition that the firm should submit a valid registration certificate of MSME/NSIC.</p> <p>We request that necessary provisions may be included in the RFP which will allow firms registered under Micro &amp; Small Enterprises to be exempted from depositing Earnest Money Deposit and</p>	Micro and small enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises with valid certificate duly issued by GoI, are exempted for submitting the bid processing fee and Bid security (EMD) and should submit bid

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				tender cost as per GOI Gazette No. 503 dated 26 Mar 2012	securing declaration as given in the annexure. Valid certificate for the same has to be submitted along with bid.
	26	Section 2 Information to Consultants Clause 3.3(ix), Page 10 of RFP	Firms should form a Joint Venture/ Consortium with their Associate in case they want to submit the proposal using the experience/ strength of their Associate.	We request client to please allow Firm to submit the proposal using the experience/strength of their Associate or Parent company without forming a Joint Venture/Consortium. We request to modify the clause as below:- <ul style="list-style-type: none"> <li>Indian subsidiary or an Indian associate of a non-Indian firm (Foreign Company) can bid for the project using the technical credentials of its Parent / Holding Company in order to qualify the technical eligibility criteria.</li> </ul> Request your kind confirmation of the same.	Experience of network firms cannot be considered. Global credentials of the Indian entity can be considered.
	27	Section 2 Information to Consultants Clause 8.2, Page 16 of RFP	A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall, within 5 (Five) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof	We request the client to provide a minimum of 7 days for acknowledgement of LOA and modify clause as follows: A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall, within 10 (Ten) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. Kindly consider.	RFP Conditions prevail
	28	Section 2 Information to Consultants Clause 8.3, Page 16 of RFP	Performance security Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, at the time of signing of the contract, in form of a Bank Guarantee.....	We request client to modify clause as below:- Performance Security equivalent to 3 (three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, at the time of signing of the contract, in form of a	RFP Conditions prevail

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
				Bank Guarantee..... Kindly consider	
	29	Section 2 Information to Consultants Clause 8.4, Page 16 of RFP	Execution of Contract: After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 10 (Ten) days from the date of Bank Guarantee	We request client to modify the clause as follows: Execution of Contract: After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 15 (Fifteen) days from the date of Bank Guarantee. Please consider.	RFP Conditions prevail
	30	Section 2 Information to Consultants Clause 8.5, Page 16 of RFP	Commencement of Assignment: The Consultant shall commence the Services from 7 days from the date of signing of Agreement	We request client to modify the clause as follows: Commencement of Assignment: The Consultant shall commence the Services from 15 (Fifteen) days from the date of signing of Agreement. Please consider.	RFP Conditions prevail
	31	Section 5 Eligibility Criteria Clause 1.1 Point (i), Page 23 of RFP	Minimum Qualification The Sole Bidder or the Lead Bidder in case of a JV/Consortium 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 April 31, 2023	We request client to modify clause as follows: The Sole Bidder or the Lead Bidder or atleast one member in case of a JV/Consortium should be a registered legal entity recognized under the legal statute of any country including any Company, Partnership firms/LLP operating for minimum ten (10) Years in business with minimum five (5) years in India as on April 31, 2023. Kindly consider	RFP Conditions prevail
	32	Section 5 Eligibility Criteria Clause 1.1 Point (iii)a, Page 23 of RFP & Evaluation Criteria Clause 2.1, Page 26 of RFP	Similar work experience in last 10 years ended 30.04.2023. a) The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the	We request client to modify clause as follows: Similar work experience in last 12 years ended 30.04.2023. a) The Bidder should have experience of at least two (2) similar projects (Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.)	RFP Conditions prevail. Global credentials of the Indian entity can be considered.

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			nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India.	related to development and operations of industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships/Airports having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India and Abroad Kindly consider.	
	33	Section 5 Evaluation Criteria Clause 2.1, Page 26 of RFP	Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023. a) 5 marks for one similar project for aerospace/ defence industrial park	We request client to modify clause as follows: Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park /Aviation related projects during the last ten (10) years ended 31.04.2023. a) 5 marks for one similar project for aerospace/ defence industrial park/ Aviation related projects	RFP conditions prevail
	34	Section 5 Page 25 of RFP	For projects in currency other than INR, claimed by consultant, the project cost shall be converted to INR on the date of award (duly mentioning the conversion rates adopted with dates).	We understand that the conversion rates can be adopted from the published rates mentioned in Reserve bank of India website. Please clarify.	Bidder understanding is correct. However, the rates should be converted to INR on the date of award (duly mentioning the conversion rates adopted with dates).
	35	Section 5 Clause 1.1, Point V Page 24 of RFP	Project core team- Qualification & Experience Team Leader: Should be Post Graduate in Engineering/ Management/ Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, development for industrial area development projects viz., industrial parks, SEZs, industrial corridors, clusters,	We request client to consider Airport projects and modify the clause as follows: Should be Post Graduate in Engineering/ Management/ Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, development for industrial area development projects viz., industrial parks, SEZs, industrial corridors, clusters, Integrated Townships, Smart Cities/Airports advising public/private	RFP conditions prevail.

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			Integrated Townships, Smart Cities advising public/private entities on.	entities on. Kindly consider	
	36	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Team Leader – 10 marks minimum 15 years of experience – 7 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 3 marks.	We request client to modify the clause as follows: Team Leader – 10 marks minimum 12 years of experience – 7 marks For every additional 1.5 years of experience – 1 mark will be given limited to a maximum of 3 marks. Kindly consider	RFP conditions prevail.
	37	Section 5 Clause 1.1, Point V Page 24 of RFP	Team Leader: He/ she should be permanent employee of the firm. The team leader shall be from the lead member of the consortium.	We request you to modify this clause as follows: The team leader must be permanent full-time employees of the firm, or a full-time independent consultant/ Freelancer who consented to a full-time contract for this project only responsible entirely for all the Project-related matters. Please allow.	RFP conditions prevail.
	38	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Architect/Urban Planner – 7 marks minimum 10 years of experience – 5 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 2 marks.	We request client to modify the clause as follows: Architect/Urban Planner – 7 marks minimum 10 years of experience – 5 marks For every additional 1 year of experience – 1 mark will be given limited to a maximum of 2 marks. Kindly consider	RFP conditions prevail.
	39	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Infrastructure expert – 7 marks minimum 10 years of experience – 5 marks For every additional 2.5 year of experience- 1 mark will be given limited to a maximum of 2 marks.	We request client to modify the clause as follows: Infrastructure expert – 7 marks minimum 8 years of experience – 5 marks For every additional 1 year of experience – 1 mark will be given limited to a maximum of 2 marks. Kindly consider	RFP conditions prevail.

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	40	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Aerospace and Defence sector expert – 6 marks minimum 10 years of experience – 4 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks.	We request client to modify the clause as follows: Aerospace and Defence sector expert – 6 marks minimum 8 years of experience – 4 marks For every additional 1 year of experience – 1 mark will be given limited to a maximum of 2 marks. Kindly consider	RFP conditions prevail.
	41	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Market Analyst – 5 marks minimum 10 years of experience – 3 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks.	We request client to modify the clause as follows: Market Analyst – 5 marks minimum 8 years of experience – 3 marks For every additional 1 year of experience – 1 mark will be given limited to a maximum of 2 marks. Kindly consider	RFP conditions prevail.
	42	Section 5 Clause 2.1, Table Point IV Page 27 of RFP	Project Team Financial Expert – 5 marks minimum 10 years of experience – 3 marks For every additional 2.5 year of experience 1 mark will be given limited to a maximum of 2 marks.	We request client to modify the clause as follows: Financial Expert – 5 marks minimum 8 years of experience – 3 marks For every additional 1 year of experience – 1 mark will be given limited to a maximum of 2 marks. Kindly consider	RFP conditions prevail.
	43	Section 5 Clause 1.2(ii), Page 25 of RFP	GST Registration Certificate and Receipts of GST payment.	We request client to clarify what exactly is required in Receipts of GST payment as you are aware that GST is different from state to state and providing the GST payment of all projects / states is difficult. Kindly clarify	RFP conditions prevail
	44	Section 6 TOR Clause 6.1, Page 33 of RFP	Proposed Deliverables, Timeframe and Payment Terms	We request client to modify the payment terms as follows:  Note : (T=0 – date of signing of contract agreement)  1. Inception Report - T+ 3 weeks - 10% on submission 2. Interim Report - T+ 7 weeks - 30% on	RFP conditions prevail

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
				<p>submission</p> <p>3. Draft Final Report - T+ 10 weeks - 35% on submission</p> <p>4. Final Report - T+ 12 weeks - 25% on submission</p>	
	45	Section 7 Form 7D, Page 43 & 44 of RFP	<p>Information about the Consultant</p> <p>The following documents shall be provided to demonstrate eligibility.</p> <p>Auditor's certificate to verify the annual average turnover for the last three financial years in the following format</p>	<p>We request the client to kindly modify the clause.</p> <ul style="list-style-type: none"> <li>• Auditor's certificate/ Chartered Accountant certificate to verify the annual average turnover for the last three financial years in the following format. Kindly consider.</li> </ul>	RFP conditions prevail
	46	Section 7 Form 7F, Page 46 of RFP	<p>Format for Providing firm's experience.</p> <p>Note: Work order/ contract agreement along with Completion Certificates/ auditors certificate showing 100% fee received from client shall be submitted along with the reference.</p>	<p>We request client to modify clause as follows:</p> <p>Note: Work order/ contract agreement along with Completion Certificates/ auditors Certificate/Chartered accountant certificate showing 100% fee received from client shall be submitted along with the reference.</p> <p>Kindly consider.</p>	RFP conditions prevail
	47	Draft Agreement Point 10, Page 47 of RFP	<p>The liability of the CONSULTANT under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser</p>	<p>We request you to modify the clause as follows:</p> <p>The liability of the CONSULTANT under any circumstance shall be equal to the contract value or fee paid to the Consultant, whichever, is lesser.</p> <p>Please consider.</p>	RFP conditions prevail
	48	Terms of Reference – Pg 29 and 30 of 57	<p>2. Site Analysis</p> <p>4. Market Study and Demand Assessment</p>	<p>It is understood that the client will facilitate the consultant's authorization to contact other stakeholders (including government organizations) to avail data as well as conduct surveys/ investigations/ questionnaires for the assessment of the Project</p>	<p>Possible support shall be provided by the client. However, the responsibility of undertaking necessary surveys/study to satisfactorily complete the assignment shall lie with the bidder.</p>

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
	49	Terms of Reference - Page 89 of 57, S.No. 3	EIA/ SIA Study	It is understood that the analysis for Environment and Social Impact Assessment will only be carried out to support the Techno-Economic Feasibility Report and not for obtaining site clearances for the Proposed project.	EIA/SIA is not considered as part of the assignment.
	50	Terms of Reference - Page 29 of 57; S.No. 2	Site Analysis	It is understood that the analysis shall be limited to gathering data from site visits and secondary sources of data. Any additional primary survey (viz. topographic survey, hydrological survey, geotechnical survey) if required shall be undertaken by the client separately not under the scope of this consultancy.	RFP conditions prevail
	51	Terms of Reference - Page 32 of 57; S.No. 10 (e)	Assessing financial viability with a horizon of 20-year period with IRR, NPV, Pay Back period	It is understood that the overall planning horizon including demand assessment shall be carried out for a 20-year period	Bidder understanding is correct.
	52	RFP - page -31	8. Infrastructure plan and design The infrastructure plan should be developed in tandem with the conceptual master plan and based on the need assessment for the park.	It is understood that infrastructure plan and design is required at the concept level	Bidder understanding is correct.
	53	RFP - page -31	8. Infrastructure plan and design The infrastructure plan should be developed in tandem with the conceptual master plan and based on the need assessment for the park.	It is understood that no survey & investigation would be part of scope of work including topographical survey, geo-tech survey, hydrology surveys etc. concept infrastructure plan would be developed based on available data	All necessary surveys are part of the scope of work.
	54	Draft Agreement, Page 49-50, Clause 21, Force Majeure:	21. Force Majeure: If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are	Please confirm that the Covid-19 (Pandemic/Epidemic) and imposition of lockdown/lockdown restrictions by State/Central Govt. will remain to be considered as FM event so Consultant will be exempted from any penalties, extension of time granted, and related costs will need to be granted.	RFP conditions prevail

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			<p>beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.</p>		
	55	Draft Agreement, Page 51, clause 24	<p>The Consultant shall permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.</p>	<p>Please specify the tenure during which the inspection should be allowed as well as the grounds on which inspection can be called for. Further request to clarify the additional cost, if any to special audit, will be borne by the Client or not.</p>	RFP conditions prevail.
	56	Section-2, Page 6, clause 1.6	<p>TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of</p>	<p>It is understood that in case of termination of Contract, TIDCO shall give prior notice to the Consultant before termination. Please clarify.</p>	Bidder understanding is correct.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			any Force Majeure events that may be decided solely at the discretion of TIDCO.		
	57	Form 7C, Page 40, point-8	<p>Post Contract Liabilities</p> <p>For any loss or damage on account of any breach of this Agreement or the contract for "Selection of Consultant for preparation Techno-Economic Feasibility Report for Aerospace Industrial park at Sulur, Coimbatore" or any shortfall in the execution of the Project, meeting the guaranteed performance/parameters as per technical specifications/documents relating to the Tender, "Lead Member" undertake to promptly make good such loss or damage on Client's demand without any demur. The Client shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of the Client to proceed against the "Lead Member" before proceeding against the other Parties herein.</p>	<p>The Lead Member is required to make good the loss or damage on Client's demand without any demur. This situation should arise only in the cases where the reasons of such loss or damage are attributable to the Consultant, and not otherwise. Please confirm.</p> <p>Further also, the Client shall claim it's right to proceed against any of the Consortium Members only after establishing the concerned Member's liability as per their scope of work as agreed between the parties during execution of Contract. Please clarify and confirm.</p>	RFP conditions prevail
	58	Page 41, clause 10	<p>Indemnification:</p> <p>All Parties to this agreement shall fully indemnify, hold harmless and defend Client and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the Parties with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the parties (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.</p>	<p>The limitation of liability/indemnity towards Client should be limited to the accepted Contract value.</p>	RFP conditions prevail

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
	59	Page 46, point 8	The TIDCO will pay CONSULTANT, within three weeks of receipt of invoice after approval of the report submitted by the CONSULTANT after the deduction of applicable tax.	We understand that the report will be approved with the period of 3 weeks to release payment in due time. Please confirm. We also request for the interest on delayed payments,	RFP conditions prevail.
	60	Page 20, clause 3.12	Submission of tender -26.06.2023 at 3:00 PM	We request the client, time extension of 3 weeks after the pre-bid response	Extension of date will be as per corrigendum
3	61	Minimum Eligibility Criteria; 1.1	The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India.	In India a large number of successful projects are developed by private sector. We hereby request that experience for private sector industrial parks should be considered	RFP conditions prevail
				Aerospace parks have been successfully operational in international locations. Hence, we request that experience outside India should be considered	Eligible projects outside India executed by the Indian entity will also be considered. However, atleast one project should be from India.
				We further request that on-going project should be allowed	RFP conditions prevail
	62	Section 6; EIA/ SIA study	The consultants shall undertake necessary surveys to prepare an Environment Impact Assessment Report (EIA) and Social Impact Assessment (SIA) through accredited agency, following due process, complete with all relevant documents for the proposed land.	Please clarify if procurement of final Environmental Clearance and co-ordination with state I central ministry of environment and forest would be a part of this exercise.	EIA/SIA is not considered as part of the assignment.
4	63	SECTION 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY  Page no. 23 of the RFP	iii. 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 completed consultancy assignments completed during the last ten (10) financial years ended 30.04.2023 shall be deemed as eligible assignment.	We request you to kindly consider the "Similar work experience in last ten years" to be exempted in case of a MSMEs or would request a reduction to One similar project (Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.) related to	RFP Conditions prevail.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			<p>a) The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 100 Acres with minimum project cost (excluding land cost) of INR 50 Crores and above in India. The Bidder shall meet the above criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).</p>	<p>development and operations of industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 50 Acres with minimum project cost (excluding land cost) of INR 25 Crores and above in India and abroad. The Bidder shall meet the above criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).</p>	
	64	<p>SECTION 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY</p> <p>Page no. 23-24 of the RFP</p>	<p>iv. Financial Eligibility Average Annual Turnover in last three (3) years: Average Annual turnover of the Bidder should not be less than Rs. 50 Crore during the last three (3) financial years (2019-20, 2020-21 &amp; 2021-2022) in the case of Bidder being a Sole Firm. In the case of Consortium/JV Bidder, the average annual turnover of the Lead Member should not be less than Rs. 25 Crore during the last three (3) financial years (2019-20, 2020-21 &amp; 2021-2022) and the average annual turnover of each of the other member firm(s) should not be less than Rs. 10 Crore during last three financial years (2019-20, 2020-21 &amp; 2021-2022).</p>	<p>In the case of Consortium/JV Bidder, we request the Authority to kindly reduce the average annual turnover to Rs. 10 crores of the Lead Member during the last 3 financial years. One of the other two partners being MSMEs may be allowed to be exempted from this requirement. This will enable advantage for wider participation.</p>	<p>RFP Conditions prevail.</p>

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
5	65	Pg. No: 23	Average Annual Turnover in last three (3) years: Average Annual turnover of the Bidder should not be less than Rs. 50 Crore during the last three (3) financial years (2019-20, 2020-21& 2021-2022) in the case of Bidder being a Sole Firm. In the case of Consortium/JV Bidder, the average annual turnover of the Lead Member should not be less than Rs. 25 Crore during the last three (3) financial years (2019-20, 2020-21& 2021-2022) and the average annual turnover of each of the other member firm(s) should not be less than Rs. 10 Crore during last three financial years (2019-20, 2020-21 & 2021-2022).	We request to reduce the annual turnover of sole firm from Rs.50 Crore to Rs.15 Crore and accordingly fix the turnover for Consortium/JV bidding  Kindly confirm if the turnover of parent Company will be accepted.	RFP Conditions prevail. Turnover of the Bidding entity will be considered.
	66	Pg. No: 10	3.5 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFP, signed by all member firms/entities forming the JV/ Consortium.	Kindly confirm Joint bidding with parent Company is allowed. Also confirm JV with Company registered outside India is allowed	Company registered only in India is allowed to participate.
	67	Pg. No: 26	I. Specific Experience of the Consulting Agency Preparation of TEF/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.) related to development and operations of industrial infrastructure projects like Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 100 Acres with a minimum project cost (excluding land cost) of INR 50 Crores and above during a period of last ten (10) years ending at 31.04.2023. This consultancy	We kindly request you accept the International Project experiences	Global credentials of the Indian entity can be considered.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			<p>assignment should necessarily be for a project in India.</p> <p>a) 25 marks for fulfilling minimum qualification criteria given above. (2 Projects) b) Additional projects - 2.5 marks for each project more than 2 eligible projects</p> <p>(Note - The project claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria)</p> <p>Preparation of TEF/DFR/DPR for aerospace/defence industrial Park during the last ten (10} years ended 31.04.2023</p> <p>a) 5 marks for one similar project for aerospace/ defence industrial park</p>		
6	68	Section 2 Page 7	<p>1.9 A Bid Security (EMD) for an amount of Rs. 1,00,000 (Rupees One Lakh only) will be carried out by the Bidders only through online payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.</p>	<p>The Tender Inviting Authority is being requested to kindly accept Bank Guarantee against EMD submission.</p>	<p>RFP conditions prevail.</p>
	69	SECTION 3. DATA SHEET Page 20	<p>3.1.2 Clarifications requested will be given during the Pre-Bid meeting and / or will be communicated to all those who have procured the RFP, by email. The timetable for the Bidding process is given below: Pre-Bid meeting: 3:00 PM on 01.06.2023 at the office of TIDCO, Chennai, 600008/Virtual Bidders who wish to attend the pre bid meeting online are requested to send an email for the meeting link</p>	<p>The Tender Inviting Authority is being requested to kindly share the link for the same.</p>	<p>Link for prebid meeting has been uploaded on the portal.</p>

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
	70	SECTION 5 Eligibility Criteria and Evaluation Methodology Page 26	2. SELECTION PROCESS II Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park	The Tender Inviting Authority is being requested to kindly remove this clause for Competitive Bid Process.	RFP conditions prevail.
	71	Eligibility Criteria and Evaluation Methodology Page 27	IV Project Team 1. Team Leader – 10 marks minimum 15 years of experience – 7 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 3 marks. 2. Architect/Urban Planner – 7 marks minimum 10 years of experience – 5 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 2 marks. 3. Infrastructure expert – 7 marks minimum 10 years of experience – 5 marks For every additional 2.5 year of experience- 1 mark will be given limited to a maximum of 2 marks. 4. Aerospace and defence sector expert – 6 marks minimum 10 years of experience – 4 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. 5. Market Analyst – 5 marks minimum 10 years of experience – 3 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. 6. Financial Expert – 5 marks minimum 10 years of experience – 3	The Tender Inviting Authority is being requested to kindly modify/Change the clause as: 1. Team Leader – 10 marks minimum 10 years of experience – 7 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 3 marks. 2. Architect/Urban Planner – 7 marks minimum 5 years of experience – 5 marks For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 2 marks. 3. Infrastructure expert – 7 marks minimum 5 years of experience – 5 marks For every additional 2.5 year of experience- 1 mark will be given limited to a maximum of 2 marks. 4. Aerospace and defence sector expert – 6 marks minimum 5 years of experience – 4 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. 5. Market Analyst – 5 marks minimum 5 years of experience – 3 marks For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. 6. Financial Expert – 5 marks minimum 5 years of experience – 3 marks For every additional 2.5 year of experience	RFP conditions prevail.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			marks For every additional 2.5 year of experience 1 mark will be given limited to a maximum of 2 marks.	1 mark will be given limited to a maximum of 2 marks.	
7	72	Section 5 Eligibility criteria and evaluation methodology 1. Minimum qualification criteria for evaluation 2. Selection Process 2.1 Technical Evaluation Criteria, Page 26	Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park	We request the following changes: Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last fifteen (15) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park	RFP conditions prevail.
	73	Section 5 Eligibility criteria and evaluation methodology v. Project Core Team, Page 24	Aerospace and defence sector expert - Should be Graduate in engineering with experience in Aerospace industry.	We request the following changes; Should be Graduate in engineering with experience in Aerospace / Airport Project Management for Greenfield and Brownfield Development	RFP conditions prevail
	74	Section 6 Terms of reference 6.1 Proposed deliverables, timeframe and payment terms, Page 33	6.1 Proposed deliverables, timeframe and payment terms Note: (T=0 - date of signing of contract agreement) Payment as percentage of Awarded Lumpsum Fees 1 Inception Report T+ 3 weeks 10 on submission 2 Interim Report T+ 7 weeks 20 on submission 3 Draft Final Report T+ 10 weeks 30% on submission 4 Final Report T+ 12 weeks 40% on approval by TIDCO	This project involves various surveys, market studies and site investigations, wherein huge deployment of fund will be necessitated, till the submission of draft final report. In this regard, we request you to modify the payment terms as given below which will be commensurate with the actual incurrence of such expenses. 1 Inception Report T+ 3 weeks 15% on submission 2 Interim Report T+ 7 weeks 25% on submission 3 Draft Final Report T+ 10 weeks 40% on	RFP conditions prevail

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
				submission 4 Final Report T+ 12 weeks 20% on approval by TIDCO	
8	75	Clause v. Project Core Team, page no.11	Sr. No 5- Financial Expert: MBA Finance/CA/CFA with experience in preparing business plan, revenue model and financial structuring in industrial infrastructure development projects.	We presume that MBA in finance / Equivalent PG Degrees in Finance (i.e., 2 Years Full Time Post Graduate Diploma in Finance which are offered by Deemed Universities) also considered for evaluation – please clarify.	Bidder understanding is correct.
	76	Valuation Methodology and Ranking, page no.15,	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.	RPF conditions prevail.
	77	8.3 Performance Security, Page no.16	Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, at the time of signing of the contract, in form of a Bank Guarantee in the format specified.	We request the client to consider Demand Draft (DD) also in addition to Bank Guarantee (BG) because as per company policy we don't have rights to give a BG's hence kindly accept our request to provide DD's also.	RPF conditions prevail.
	78	Section 3. Data Sheet, Page no.20	Submission of tender: 26.06.2023 at 3:00 PM.	To prepare good competitive bids, we request the client give a timeframe of at-least 2 weeks for a bid submission since from the date of release of pre-bid clarifications.	Extension of date will be as per corrigendum
	79	2.1 Technical Evaluation Criteria, page no. 26	II - Preparation of TEF/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023 a) 5 marks for one similar project for aerospace/ defence industrial park	We presume that Aviation Consulting Studies, MRO Studies, Airport Projects also will be considered as part of Aerospace/ Defence Industrial Park – Please clarify.	RFP Conditions Prevail. Aviation consulting studies, MRO studies, airport projects will not be considered as part of Aerospace/Defence Industrial Park
	80	General	General	RFP silent on % of liability part. We request the client limit liability part upto maximum contract value of the proposed project.	RPF conditions prevail.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
9	81	2.1 Technical Evaluation Criteria Pg No 26	Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023.	Since such aerospace / defence industrial Park is specialised, the aerospace/ defence industrial experience may not be widely available. We request you to modify the clause as given below.  Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park / Defence Equipment Manufacturing Facility/ Mixed Used Projects / Industrial Integrated Township / Smart Industrial City during the last ten (10) years ended 31.04.2023.	RFP conditions prevail.
	82	Ground validation and Boundary Finalisation	TIDCO has identified a land parcel at Sular, Coimbatore measuring about 200 acres	Do we have the plot extents with coordinate. In case the land is to be procured, does TIDCO provide surveyors in finalising the plot extents.	RFP conditions prevail.
	83	Traffic patterns	Condition of existing roads and traffic pattern	Are consultants expected to undertake any surveys for analysing traffic patterns or can be undertaken through secondary data.	All necessary surveys are part of the scope of work.
	84	Secondary data and other sources	Land use pattern, Terrain, Flood history, drainage characteristic	Data information from Irrigation and other Land revenue departments to be procured. TIDCO shall support in the same to get the required information.	Possible support shall be provided by the client only for obtaining the required data. However, the responsibility of undertaking necessary surveys/study to satisfactorily complete the assignment shall lie with the bidder.
	85	Cost Estimates	Consultant shall prepare block cost estimates for the components required for developing the project. The cost estimate shall also include the operation cost.	Does the consultant need to take into account any Rate schedules by any specific agency. Does it include getting approval from other agencies apart from TIDCO.	RFP conditions prevail.
	86	Payment Terms	Draft Final Report and Final Report - 30 % & 40%	50% and 20% respectively as the work demands more during the draft final report and final report is amending the report as per comments and suggestions only.	RFP conditions prevail.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
10	87	Page-8, Clause 1.9 (ii)	Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.	i. We request to please allow submission of EMD in form of Bank Guarantee issued from any Scheduled / Nationalized Bank. ii. Also, please share BG Format.	RFP conditions prevail.
	88	Page-23, Section 5, Clause 1.1 (iii)	Similar work experience in last ten years:	i. We understand that Aerospace projects shall also be considered in Eligible projects.	Bidder understanding is correct.
				ii. Request to consider projects executed in any other country in the world. Global credentials of bidding entity including its network firms will be considered." Please confirm.	Experience of network firms cannot be considered. Global credentials of the Indian entity can be considered. However, atleast one project should be from India.
	89	Page-23, Section 5, Clause 1.1 (iii)	Similar work experience in last ten years:	We request to please consider Railways / Metro Projects as eligible projects for evaluation the Criteria as these projects are of same scale and required special expertise for development. Please suggest.	RFP conditions prevail.
	90	Page-24, Project Core Team	Team Leader He/ she should be permanent employee of the firm.	Since all internal employees are working in different projects. Please allow to use external CVs for this position with the required qualification and experience criteria. Team Leader proposed shall be full-time employee of the firm at the time of deployment. Please Confirm.	RFP conditions prevail.
	91	Page-46, Draft Agreement point 8	The TIDCO will pay CONSULTANT, within three weeks of receipt of invoice after approval of the report submitted by the CONSULTANT after the deduction of applicable tax.	Request to please advise the duration / time of approval of submitted reports by the Client.	RFP conditions prevail.
92	Draft Agreement Clause 10 Page 47	10. Indemnification The Consultant shall also indemnify and hold harmless the TIDCO 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	The Consultant will not be liable to TIDCO for any indirect or consequential losses or damages. Even as a standard in all consultancy contracts, the liability towards indirect losses is excluded. Please amend the clause as under: 10. Indemnification	RFP conditions prevail.	

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
			<p>claims, demands, and/or judgments of any nature brought against the client arising out of gross negligence of the CONSULTANT in the provision of services under this contract. The liability of the CONSULTANT under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or willful 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>The Consultant shall also indemnify and hold harmless the TIDCO 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 client arising out of gross negligence of the CONSULTANT in the provision of services under this contract. The liability of the CONSULTANT under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or willful 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. Notwithstanding anything to the contrary provided in the Contract, the Parties agree that the Consultant shall not be liable to the Client for any indirect or consequential loss or damages.</p>	
	93	Page-49, Clause 21	Force Majeure	<p>We request to please consider under Force Majeure, the following events: "Pandemic, epidemics, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority".</p>	RFP conditions prevail.
	94	General	Project Cost	Please suggest the project cost of work?	RFP conditions prevail.
	95	General	Probable amount of consultancy Contract	Please suggest the probable amount of consultancy contract / Client budget for the project.	RFP conditions prevail.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
	96	General	Limitation of Liability	We understand that the maximum liability of bidder under this assignment shall be limited to 100% of the contract fee under any circumstances. Please confirm.	RFP conditions prevail.
	97	Page-20, Clause 3.1.2	Submission of tender 26.06.2023 at 3:00 PM	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. We request you to kindly postpone the date of submission by 2 weeks from the date of receipt of clarifications from the client. Please extend and confirm.	Extension of date will be as per corrigendum
11	98	Page 23 Clause 1.1 IV	Financial Eligibility-In the case of Consortium/JV Bidder, the average annual turnover of the Lead Member should not be less than Rs. 25 Crore during the last three (3) financial years (2019- 20, 2020-21 & 2021-2022) and the average annual turnover of each of the other member firm(s) should not be less than Rs. 10 Crore during last three financial years (2019-20, 2020- 23 21 & 2021-2022).	Considering Covid conditions for past 2 years and smaller scale of the site we request you to kindly relax the turnover criteria of lead member to Rs. 15 Crores and other members to Rs. 5 Crores during last 3 financial years.	RFP conditions prevail.
	99	Page 26 Clause 2.1	Preparation of TEF/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 100 Acres with a minimum project cost (excluding land cost) of INR 100 Crores and above during the last ten (10) financial years ended 31.07.2022. This consultancy assignment should necessarily be for a project in India.	Request you to kindly consider concept to commissioning projects where DFR/TEFR was one of the deliverables of the consultancy assignment.	Concept to commission works can be considered where DPR/ TEF/ DFR was one of the deliverables. The projects should fall under the category as per the RFP. Bidder has to submit proof of completion of all activities related to TEF/DFR/DPR stage.

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
	100	Pg 26 Clause 2.1	Preparation of TEFR/DFR/DPR for aerospace/ defence industrial Park during the last ten (10) years ended 31.04.2023	Kindly consider general Industrial parks /estates where planned land under the Aerospace / Defense sector is greater than 200 acres	Industrial parks /estates where planned land under the Defence sector is greater than 100 acres can be considered.
	101	Page 33, Clause 6.1	Proposed Deliverables, Timeframe and Payment Terms	Considering the fact that major work will be undertaken upto the interim stage, requested to kindly permit the following payment percentage 1 Inception Report T+ 3 weeks - 10% on submission 2 Interim Report T+ 7 weeks - 35% on submission 3 Draft Final Report T+ 10 weeks - 35% on submission 4 Final Report T+ 12 weeks - 20% on approval by TIDCO	RFP conditions prevail.
	102	Page no 29, Clause no 3	EIA/ SIA study the consultants shall undertake necessary surveys to prepare an Environment Impact Assessment Report (EIA) and Social Impact Assessment (SIA) through accredited agency, following due process, complete with all relevant documents for the proposed land.	It is not possible to do EIA study in 12 weeks, kindly limit the scope of EIA, SIA studies to conducting baseline monitoring and submitting for the project.	EIA/SIA is not considered as part of the assignment.
	103	Page 7 Section 1.9	A Bid Security (EMD) for an amount of Rs. 1,00,000 (Rupees One Lakh only) will be carried out by the Bidders only through online payment mode	According to Rule 170 of General Financial Rules 2017, there is an RFP Fee/Bid Security exemption on tenders for MSME firms.  Kindly include RFP Fee/Bid Security exemption for MSME firms in the RFP.	Micro and small enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises with valid certificate duly issued by GoI, are exempted for submitting the bid processing fee and Bid security (EMD) and should submit bid securing declaration as

Bidder	Q. No.	Page no. & RFP Clause No.	Clause details	Queries/Suggestion/Clarification	TIDCO's Clarifications/Replies
					given in the annexure. Valid certificate for the same has to be submitted along with bid.
	104	Page 16 Section 8	8.4 Execution of Contract: After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 10 (Ten) days from the date of acknowledgement of receipt of LoA. The Successful Bidder shall not be entitled to seek any deviation in the Contract.	Request you to kindly share the form of contract agreement with consultants for better understanding of the contract clauses.	RFP conditions prevail.