

TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
SELECTION OF CONSULTANTS FOR“PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR STRATEGIC ELECTRONICS AND
DEFENCE INDUSTRIAL PARK AT KARANI, TIRUVALLUR DISTRICT”

Prebid clarifications

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
1	1.	Page No.22,	Clause 1.1 (iii) 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.	Request to kindly consider similar work experience in last twelve (12) years to encourage wider participation.	RFP conditions prevail
	2.	Page No.25	Clause 2.1 (i) 2.1 Technical Evaluation Criteria I. Specific Experience of the Consulting Agency Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.) and above during a period of last ten (10) years ending at 31.04.2023. This consultancy assignment should necessarily be for a project in India.	Kindly consider the specific experience of the Consulting agency during a period of last twelve (12) years ending 30.04.2023, to encourage wider participation.	Revised clause should be read as below: 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 150 Acres with a

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
					minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.03.2023. This consultancy assignment should necessarily be for a project in India.
	3.	Page No.31	PROPOSED DELIVERABLES, TIMEFRAME AND PAYMENT TERMS	Market Study and Demand Assessment is a 03 to 04 week activity. Conceptual Master Plan also requires similar timelines. Time taken for TIDCO approvals of each deliverable. Considering the above aspects, the timeline defined for Draft Final Report of 10 weeks is less. Request to consider and amend timeline for Draft Final report as 14 weeks which excludes the time taken for approvals of each deliverable.	RFP conditions prevail
	4.	We request client to kindly consider and provide at least two weeks time for bid submission from the date of issue of clarifications.			Extension of date will be as per corrigendum.
2	5.	1.8 In case of Consortium, it shall comply with the following additional requirements; page no. 7	iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium.	We request the client to consider a Board resolution (BR) Copy also in place of Power of Attorney.	RFP Conditions prevail.
	6.	Valuation Methodology and Ranking, page no.14,	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.
	7.	Section 3. Data Sheet, page no.19	Last date for submission of bid (online); 28.08.2023 at 03:00 PM	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.	Extension of date will be as per corrigendum.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
	8.	Section 5 Eligibility criteria and evaluation methodology, page no. 22	iii. Similar work experience in last ten years: 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 nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above in India.	We request the client to consider an area of 100 acres with minimum project development cost of INR 50 Crores for required similar experience projects.	RFP Conditions prevail.
	9.	Section 5 Eligibility criteria and evaluation methodology, page no. 22	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 & 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 the client to give an exemption on average annual turnover of Rs. 10 Cr for other Consortium / JV member who are registered under MSME category.	RFP Conditions prevail.
	10.	Clause v. Project Core Team, page no.24	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.
	11.	Clause v. Project Core Team, page no.24	Sr.No 6 - Market Analyst: MBA with experience in conducting demand assessment, market surveys, growth potentials, etc. Preferably undertaking need assessment of infrastructure.	We presume that MBA / Equivalent PG Diploma in Management (i.e., 2 Years Post Graduate Diploma which are offered by Deemed Universities) also considered for evaluation – please clarify.	Bidder understanding is correct.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
	12.	2.1 Technical Evaluation Criteria; page no. 25	Sr.No I - 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 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023.. This consultancy assignment should necessarily be for a project in India.	We request the client to consider an area of 100 acres with minimum project development cost of INR 50 Crores for required similar experience projects	RFP Conditions prevail.
	13.	2.1 Technical Evaluation Criteria; page no. 25	Sr.No. II - Preparation of TEFR/DFR/DPR for electronics/drone/ defence/ industrial Park during the last ten (10) financial years ended 3.04.2023.	Since very limited firms will have experience in electronics / drone / Defence based Industrial Park, we request the client to consider experience of Aerospace, Aviation landside development mixed use studies also – please clarify.	RFP conditions prevail. Revised clause to be read as below: Sr.No. II - Preparation of TEFR/DFR/DPR for electronics/drone/ defence industrial Park during the last ten (10) financial years ended 31.03.2023. a) 5 marks for one similar project for electronics/ drone / defence industrial park Note: Project/s submitted for Sl. no I will not be considered for Sl. no II
	14.	8.3 Performance Security, Page no.15	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 also consider Demand Draft (DD) in addition to Bank Guarantee (BG) w.r.t performance security amount.	RFP Conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
	15.	General	General	RFP silent on % of liability part. We request the client limit liability part upto maximum contract value of the proposed project.	RFP Conditions prevail.
	16.	7K. Draft Agreement, page no.50	10. 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 mis-conduct 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.	We request the Client to kindly remove Sr.No.10 Clause and add the following points. 10. Subject to the terms and conditions in this Agreement, Consultant total aggregate liability to TIDCO arising in connection with the performance or contemplated performance of the services herein, regardless of cause and/or theory of recovery, shall be limited to an aggregate sum not exceeding the total fees paid to Consultant by TIDCO hereunder. Consultant shall not be liable under any circumstances for any pure economic loss, loss of profit, loss of business, depletion of goodwill, in each case whether direct or indirect or consequential or any claims for consequential loss compensation whatsoever which, arise out of or in connection with services provided under this engagement. TIDCO acknowledge and agree that Consultant responsibility is limited to TIDCO and use of Consultant work product (including, without limitation, the Report and contents therein) by third parties shall be solely at the risk of TIDCO and/or any such third parties. Consultant endeavors to provide services to the best of its ability and in bonafide good faith. The Report issued shall be only for the use by TIDCO. In the event TIDCO provides a copy of the Report to, or permits reliance thereon by, any person or entity not authorized by Consultant in writing to use or rely thereon, TIDCO hereby agreed to indemnify and hold Consultant, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including reasonable attorneys' fees, incurred in investigating and	RFP Conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				<p>defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person or entity. Consultant disclaims any and all liability to any party other than TIDCO.</p>	
	17.	7K. Draft Agreement	General	<p>We request the client to consider following points into as part of Draft Agreement.</p> <p>ANTI-BRIBERY & ANTI-CORRUPTION</p> <p>In connection with performance of this Agreement, Client and Consultant each represent and warrant to the other Party that they comply with, will comply with, and will not cause the other Party to violate, all applicable laws related to anti-bribery or anti-corruption (“Anti-Corruption Laws”), including, but not limited to, the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.), and the UK Bribery Act of 2010.</p> <p>Sanctions & Anti-Money Laundering. Client represents and warrants that:</p> <p>(a) In connection with performance of this Agreement, Client and its shareholders, directors, officers, or employees comply with, will comply with, and will not cause Consultant to violate applicable laws related to the import and export of goods, technology and services, economic or financial sanctions, trade embargoes, or other restrictions on trade (“Sanctions & Trade Controls”), including, but not limited to, sanctions laws and regulations of the United States (as administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and U.S. Department of State), the U.S. Export Administration Regulations (31 C.F.R. Parts 730-774), the International Traffic in</p>	RFP Conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				<p>Arms Regulations (22 C.F.R. Parts 120-130), U.S. antiboycott regulations (as administered and enforced by the U.S. Department of Commerce’s Office of Antiboycott Compliance and the U.S. Department of the Treasury’s Internal Revenue Service), and sanctions laws and regulations of the United Kingdom (as administered and enforced by Her Majesty's Treasury), provided that the representations and warranties contained in this [Clause C] are given only to the extent that they would not result in a violation of or conflict with Council Regulation (EC) No. 2271/96, as amended (or any law or regulation implementing such Regulation in any member state of the European Union or any equivalent law or regulation in the United Kingdom), the German Foreign Trade Act or any similar, applicable anti-boycott or blocking law or regulation;</p> <p>(b) In connection with performance of this Agreement, Client and its shareholders, directors, officers, or employees comply with, will comply with, and will not cause Consultant to violate applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements (“AML Laws”), including, but not limited to, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism, Crime and Security Act 2001; ;</p> <p>(c) neither Client nor any of its shareholders, directors, officers, or employees (i) is blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under applicable</p>	

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				<p>Sanctions & Trade Controls and/or AML Laws; (ii) located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls ([at the date of the this Agreement], Crimea, Cuba, Iran, Syria or North Korea); or (iii) owned (with a 20% or greater interest) or controlled by any person identified in (a) (collectively, "Restricted Persons"); and</p> <p>(d) In connection with performance of this Agreement, Client is not engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with Restricted Persons[in violation of Applicable Law or provided that, if a person is considered a Restricted Person solely based on its inclusion in a relevant list, but its inclusion on that list is limited to a specific purpose or purposes, that person would be considered a Restricted Person only with respect to that specific purpose or purposes and not any other purpose or purposes.</p> <p>If, at any time, Client becomes aware that any of the representations set out in Clause (c) (Sanctions & Anti-Money Laundering)] are no longer accurate, Client will notify Consultant immediately in writing.</p> <p>Termination. Consultant will have the unilateral right, exercisable immediately upon written notice, to terminate this Agreement and will be entitled to receive payment of the service fees for services rendered pursuant to this agreement together with any and all reasonable additional costs incurred due to such early termination in the event that:</p> <p>(a) in connection with performance of this Agreement, Client violates, or causes Consultant to violate, applicable Anti-Bribery Laws and Rules or</p>	

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				Sanctions and AML Laws; (b) Consultant believes in good faith that Client has acted in a way that may subject Consultant to liability under applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws; or (c) Client or any of its direct or indirect shareholders becomes a Restricted Person.	
	18.	2.1 Technical Evaluation Criteria; page no. 25	Sr.No. II - Preparation of TEFR/DFR/DPR for electronics/drone/ defence/ industrial Park during the last ten (10) financial years ended 3.04.2023.	Since very limited firms will have experience in last 10 years and request to consider last 15 years projects . We also request the client to consider experience of Aerospace sector also – please clarify.	RFP conditions prevail
	19.	PROPOSED DELIVERABLES, TIMEFRAME AND PAYMENT TERMS; page no 31 and 32.	<ul style="list-style-type: none"> • Inception Report – 10% • Interim Report-20% • Draft Final Report-30% • Final Report-40% 	To make a smooth cashflow, we request the client to amend payment terms as suggested below: <ul style="list-style-type: none"> • Inception Report – 20% • Interim Report-30% • Draft Final Report-30% • Final Report-20% 	RFP Conditions prevail
3	20.	2.1 Technical Evaluation Criteria Page 25 of 56	II Preparation of TEFR/DFR/DPR for electronics/drone/ defence/ industrial Park during the last ten (10) financial years ended 3.04.2023 a) 5 marks for one similar project for electronics/drone / defence industrial park Note: Project/s submitted for Sl. no I will not be considered for Sl. no II	Here we understand that one similar project for electronic /drone /defence/ industrial park will be considered for 5 marks. Please clarify.	Please refer query no. 13
	21.			Kindly share the VC link for the pre-bid meeting.	Prebid meeting was conducted on 08.08.2023 and link was shared on TIDCO website.
	22.			To prepare a comprehensive and competitive Proposal, request you to allow at least 2 weeks extension to submit bids from the date of issuance of pre-bid clarification. Please confirm.	Extension of date will be as per corrigendum.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
4	23.	Page No. 22, Clause 1.1.iii	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 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above in India..	Since, these types of Projects are very rare in India. We request you to modify the criteria as- The Bidder should have experience of at least one (1) 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 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above.	RFP Conditions prevail.
	24.	Page No.25, Table 2.1, Sr. No.1	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 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023.. This consultancy assignment should necessarily be for a project in India.	We request you to modify the clause as- 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 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023.	Eligible projects outside India will also be considered. However, at least one should be from India and the projects should be executed by Indian entity and not by parent foreign firm.
	25.	Page No.23, Sr. No. 1.1.v	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, Integrated Townships, Smart Cities advising public/private entities on. He / She should have been Team Leader for at least	We request you to modify the criteria as- 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 advising public/private entities on.	RFP Conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
			one similar assignment during the last ten years ending 30.04.2023 He/ she should be permanent employee of the firm. In case of a consortium, the team leader should be an employee of the lead member of the consortium.	He / She should have been Team Leader for at least one similar assignment during the last ten years ending 30.04.2023	
	26.	Page No. 26, Table Sr. No. IV.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	We request you to modify the criteria as- Team Leader-10 Marks • minimum 15 years of experience – 7 marks • For every additional 1 year of experience – 1 mark will be given limited to a maximum of 3 marks	RFP Conditions prevail.
	27.	Page No. 23, Table Sr. No. 3	Infrastructure expert- Should be Post Graduate in Civil Engineering/Infrastructure planning with experience in infrastructure consulting projects	We request you to modify the criteria as- Infrastructure expert- Should be Graduate in Civil Engineering/Infrastructure planning with experience in infrastructure consulting projects	RFP Conditions prevail.
	28.	Page No. 19	Last date for submission of bid- 28.08.2023 at 3:00 pm	We request you to kindly extend the due date by 2 Weeks after the Pre-bid replies are given	Extension of date will be as per corrigendum.
5	29.	Section-5 Eligibility Criteria And Evaluation Methodology- Pg No.: 22	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 & 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).	For wider participation of the project, we request you to reduce the average annual turnover to Rs. 15 crore from Rs.50 Core.	RFP Conditions prevail.
	30.	Section-6 Terms of service – Pg. No: 31	The consultants shall undertake the necessary survey for the rapid EIA study through an accredited agency, following due process, complete with all relevant documents for the proposed land.	Since it is only the feasibility stage we request to exclude the rapid ESIA study from the scope and it can be undertaken during detailed engineering stage.	RFP Conditions prevail

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification																																												
	31.	Section-6 Terms of service – Pg. No: 31&32	<p>Proposed deliverables, timeframe and payment terms Proposed deliverables and timeframe for the study are provided in the following table.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Deliverables</th> <th>Delivery Time (T=0 - date of signing of contract agreement)</th> <th>Payment as Percentage of Awarded Lumpsum Fees</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>T+ 3 weeks</td> <td>10% on submission</td> </tr> <tr> <td>2</td> <td>Interim Report</td> <td>T+ 7 weeks</td> <td>20% on submission</td> </tr> <tr> <td>3</td> <td>Draft Final Report</td> <td>T+ 10 weeks</td> <td>30% on submission</td> </tr> <tr> <td>4</td> <td>Final Report</td> <td>T+ 12 weeks</td> <td>40% on approval by TIDCO</td> </tr> </tbody> </table>	Sl. No.	Deliverables	Delivery Time (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	<p>We request consider our proposal for revising payment terms to support project cash flows.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Deliverables</th> <th>Delivery Time (T=0 - date of signing of contract agreement)</th> <th>Payment as percentage of Awarded Lumpsum Fees</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>T+ 3 weeks</td> <td>10% on submission</td> </tr> <tr> <td>2</td> <td>Interim Report</td> <td>T+ 7 weeks</td> <td>20% on submission</td> </tr> <tr> <td>3</td> <td>Draft Final Report</td> <td>T+ 10 weeks</td> <td>30% on submission</td> </tr> <tr> <td>4</td> <td>Final Report</td> <td>T+ 11 weeks</td> <td>30% on submission</td> </tr> <tr> <td>5</td> <td>Final Report</td> <td>T+ 12 weeks</td> <td>10% on approval by TIDCO</td> </tr> </tbody> </table>	Sl. No.	Deliverables	Delivery Time (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+ 11 weeks	30% on submission	5	Final Report	T+ 12 weeks	10% on approval by TIDCO	RFP Conditions prevail
	Sl. No.	Deliverables	Delivery Time (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																																														
Sl. No.	Deliverables	Delivery Time (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+ 11 weeks	30% on submission																																														
5	Final Report	T+ 12 weeks	10% on approval by TIDCO																																														
	32.	Section-5 Eligibility Criteria And Evaluation Methodology – Page No: 25	<p>Selection process 2.1 Technical Evaluation Criteria</p>	Kindly confirm, whether projects executed for private sectors will also be considered for evaluation	RFP conditions prevail.																																												
6	33.	Clause 1.1.iii of section 5 at Pg.22 of 56	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 parks/special economic zones/Information technology parks/ smart cities infra development/ Integrated Townships having a minimum project	1. It is requested that works of integrated check post, land ports and logistics park having a minimum extent of 150 acres should also be included in similar projects category.	RFP conditions prevail.																																												

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
			cost (excluding land cost) of INR 75 crores and above in India.		
	34.	Sl.No.1 of clause No.1.1v of project core team at Pg.23 to 56	Qualification and Experience - Should be Post Graduate in Engineering / Management / Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, and development for industrial area development projects viz., Industrial parks SEZs, Industrial corridors, clusters, Integrated townships, Smart cities advising public/private entities on.	It is requested that experience of preparation of master plan, engineering design, strategies etc. of integrated check post, land ports and logistics park should also be considered among with other projects.	RFP conditions prevail.
	35.	NA	Cost of Consultancy Fee	It is requested that kindly provide the estimated cost of consultancy fee.	RFP conditions prevail.
	36.	Clause 1.1.iii of section 5 at Pg.22 of 56	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 parks/special economic zones/Information technology parks/ smart cities infra development/ Integrated Townships having a minimum project cost (excluding land cost) of INR 75 crores and above in India.	It is requested that works of integrated check post, land ports and logistics park having a minimum extent of 150 acres should also be included in similar projects category.	RFP conditions prevail.
7	37.	Clause 10 of draft agreement at Pg.50	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.	Request for modification: The consultant shall not be liable for any indirect or consequential losses	RFP conditions prevail.
	38.	Clause 22 of draft agreement	CONFLICT OF INTERESTS	Request for clarification The clause should be curtailed to the Engagement team only.	RFP conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
		at Pg.53			
8	39.	P35 / 7B / Format for Power of Attorney for Authorised Signatory		We request that the Standard format for Power of Attorney as is used Firm-wide be allowed to be used instead of the Format as presented in the RFP. We confirm that the standard format shall be customised to suit the requirements of the present RFP	RFP conditions prevail.
	40.	P50/ Clause 10	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 mis-conduct 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.	We request that the clause be suitably modified to indemnify the Consultant for losses incurred or damages suffered due to: 1. third party claims. 2. any fraud, misrepresentation or omission of facts by the Client or its personnel.	RFP conditions prevail.
	41.	P50/ Clause 10	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.	We request that the clause be limited to the duration of the assignment; restrictions should not apply post termination of the Agreement. Accordingly, the clause may read as: The Consultant agrees that, during the term of this Contract, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.	Revised draft contract agreement attached as Annexure to the pre bid replies

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
	42.	P33 / Clause 22 d	Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	We request that the clause be limited to the duration of the assignment; restrictions should not apply post termination of the Agreement. Accordingly, the clause may read as: Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	RFP conditions prevail.
	43.	P 54/ Clause 24	ACCOUNTING, INSPECTION AND AUDITING: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 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.	We request that, if third party/independent auditors are proposed to be appointed, the prior consent of the Firm must be sought as the Firm is also in the same line of business.	RFP conditions prevail.
9	44.	Minimum Qualification Criteria for Evaluation, Pg no. 22	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 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above in India.	Considering the given nature of the project and the scope of work, the Authority should consider giving the option of meeting either the area requirement or the project cost requirement. Both substantiate the magnanimity of the project. 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	RFP conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				Parks/ Special Economic Zones/ Food Parks / Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres or with minimum project cost (excluding land cost) of INR 75 Crores and above in India.	
	45.	Clause 1.2, Pg no. 24	Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client.	Considering assignments of the given nature take time to complete as it requires multiple approvals from concerned authorities, it is requested that work order along with a certificate certifying payment of at least 50% of the consultancy fee be considered for purposes of evaluation.	RFP conditions prevail.
	46.	Project Core Team, Pg no. 26	Market analyst – 5 marks <ul style="list-style-type: none"> • 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 you to consider professionals with 5 years or more experience as an expert with relevant experience shall be able to bring in value that is expected from the consultant. In this regard, we request you to change to the below: Market analyst – 5 marks <ul style="list-style-type: none"> • 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. 	RFP Conditions prevail.
	47.	Project Core Team, Pg no. 23 and 26	Architect/ Urban Planner: Should be a Postgraduate in Architecture/ Urban planning with specific experience in development of master plans/schemes, sectoral plans planning, designing, costing and finalization of specification & functional requirement of industrial infrastructure development projects. Key personnel – be considered, only if they are full time employees of the company or the consortium partners.	Given the scope of work that comprises of a mix of planning and commercial, any given consultancy firm typically does not have both sets of experts with the required expertise. Also, there are many consultancy firms working with seasoned experts with extensive experience. In this regard, we request the Authority to consider relaxing the requirement of a full-time employee and considers also advisors working in the capacity of experts with a given organization.	RFP conditions prevail.
	48.	Project Core Team, Pg	Infrastructure Expert Should be Post Graduate in Civil Engineering/ Infrastructure planning with experience in	We request the Authority to consider making the following change as it helps relevant experts to contribute and ensure quality and meaningful	RFP Conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details				Queries/Suggestion/Clarification				TIDCO Clarification																																				
		no. 23	infrastructure consulting projects				delivery: Should be Post Graduate in Civil Engineering/Infrastructure planning / Management / equivalent with experience in infrastructure consulting projects																																								
	49.	Evaluation Criteria – Project Team, Pg no. 26					It is noted that the additional marking on professionals is basis the additional years of experience. In projects of this scale, we request the Authority to consider relevancy of experience instead of years of experience and this shall help in quality delivery. In this regard, the relevant projects be graded instead of the years of experience.				RFP conditions prevail.																																				
	50.	Terms of Reference, Pg no. 31	Rapid Environment Impact Assessment (EIA) study The consultants shall undertake necessary survey for the rapid EIA study through accredited agency, following due process, complete with all relevant documents for the proposed land.				We suggest that this be removed from the given scope of work as the commercial viability of the project be tested first and this be made as part of the scope of the concessionaire, who shall undertake the impact assessment and secure the required clearances.				RFP conditions prevail.																																				
	51.	Payment terms, Pg no. 31	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Deliverables</th> <th>Delivery Time (T=0 - date of signing of contract agreement)</th> <th>Payment as Percentage of Awarded Lumpsum Fees</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>T+ 3 weeks</td> <td>10% on submission</td> </tr> <tr> <td>2</td> <td>Interim Report</td> <td>T+ 7 weeks</td> <td>20% on submission</td> </tr> <tr> <td>3</td> <td>Draft Final Report</td> <td>T+ 10 weeks</td> <td>30% on submission</td> </tr> <tr> <td>4</td> <td>Final Report</td> <td>T+ 12 weeks</td> <td>40% on approval by TIDCO</td> </tr> </tbody> </table>				Sl. No.	Deliverables	Delivery Time (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	Given the scope of work and to maintain reasonable cash flows, we request the Authority to consider changing to the below. It is essential that the client-consultant be steady and continuing to ensure alignment on each milestone. It may be noted that detailed reports take time. <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Deliverables</th> <th>Delivery Time (T=0 - date of signing of contract agreement)</th> <th>Payment as percentage of Awarded Lumpsum Fees</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>T+ 3 weeks</td> <td>10% on submission</td> </tr> <tr> <td>2</td> <td>Market study</td> <td>T+ 7 weeks</td> <td>15% on submission</td> </tr> <tr> <td>3</td> <td>Conceptual</td> <td>T+ 11 weeks</td> <td>15% on</td> </tr> </tbody> </table>				Sl. No.	Deliverables	Delivery Time (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	Market study	T+ 7 weeks	15% on submission	3	Conceptual	T+ 11 weeks	15% on	RFP conditions prevail.
Sl. No.	Deliverables	Delivery Time (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																																												
Sl. No.	Deliverables	Delivery Time (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	Market study	T+ 7 weeks	15% on submission																																												
3	Conceptual	T+ 11 weeks	15% on																																												

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification																
				<table border="1"> <tr> <td></td> <td>Master plan</td> <td></td> <td>submission</td> </tr> <tr> <td>4</td> <td>Financial analysis and project structuring</td> <td>T+ 15 weeks</td> <td>20% on submission</td> </tr> <tr> <td>5</td> <td>Draft Final Report</td> <td>T+ 18 weeks</td> <td>25% on submission</td> </tr> <tr> <td>6</td> <td>Final Report</td> <td>T+ 20 weeks</td> <td>15% on submission</td> </tr> </table>		Master plan		submission	4	Financial analysis and project structuring	T+ 15 weeks	20% on submission	5	Draft Final Report	T+ 18 weeks	25% on submission	6	Final Report	T+ 20 weeks	15% on submission	
	Master plan		submission																		
4	Financial analysis and project structuring	T+ 15 weeks	20% on submission																		
5	Draft Final Report	T+ 18 weeks	25% on submission																		
6	Final Report	T+ 20 weeks	15% on submission																		
	52.	Data Sheet 3.1.2	Last date of submission: 28 August 2023	We request the Authority to kindly provide at least 15 days for bid submission from the date of the issuance of Pre-bid replies and thus considering making the submission date as 15 September 2023.	Extension of date will be as per corrigendum.																
10	53.	1.1 iii, Pg. no.22	Below mentioned completed consultancy assignments completed during the last ten (10) financial years ended 30.04.2023 shall be deemed as eligible assignment	For wider participation and vital experience gained from the on-going modern project depicting real time concurrent learning, we request authority to also consider on-going projects also. An on-going/ extension certificate from the Chartered Account validating the same may be accepted.	RFP conditions prevail.																
	54.	1.1 iv, , Pg. no.22	Average Annual Turnover Average Annual turnover of the Bidder should not be less than Rs. 50 Crores during the last three (3) financial years (2019-20, 2020-21 & 2021-2022) in the case of Bidder being a Sole Firm.	We request authority to reduce the Average Annual Turnover to over Rs. 25 crores during the last three (3) financial years (2019-20, 2020-21 & 2021-2022) in the case of Bidder being a Sole Firm, as in the case of lead bidder in consortium.	RFP Conditions prevail.																
	55.	Form 7A, Pg. no.34	In form-7A The undersigned hereby submits the Proposal on behalf of _____ for the captioned Assignment in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.	<p>We request authority to confirm if the bid submission is both online & offline.</p> <p>If there is an offline submission as well, request authority to confirm the mode of submission, address and deadline.</p>	<p>The mode of submission is online.</p> <p>Revised clause to be read as below: Being duly authorized to represent and act on behalf of.....(hereinafter referred to as the "Bidder") and having reviewed and fully understood all of the Proposal requirements and</p>																

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
					information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Bidder) for the captioned Assignment, with the details as per the requirements of the RFP, for your evaluation.
	56.	3.3 vi, Pg. no.9	The key personnel shall remain available for the period as indicated in the RFP	We request authority to clarify if the deployed key personnel are required to be physically co-stationed at TIDCO office for the entire project duration. It is requested that the selected team members may be permitted to work in a mixed mode from the bidders' respective office and TIDCO office and proposed site location as per project requirement without affecting the outcome of the project and reducing overhead costs on account of prolonged stay in hotels & other administrative costs.	The key personnel shall be available on requirement basis, as and when required by the client. The Defence/ Electronics Manufacturing Sector Expert should be stationed in Chennai.
	57.		Fresh point/Query	Will the office space be provided by TIDCO to the selected bidder's team?	Please refer query no. 56.
11	58.	Section 5, Page 22 1.1 - 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 & 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).	Average Annual turnover of the Bidder should not be less than Rs. 10 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. 10 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. 5 Crore during last three financial years (2019-20, 2020-21 & 2021-2022).	RFP conditions prevails.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
		7D. Format for Submission of Information about the Consultant, Page 41-42 Sl. No. xi	Annual turnover the last three completed financial years	Rationale: Considering the scope of work and timeline, request to kindly consider Average Annual turnover of the Bidder should not be less than Rs. 10 Crore during the last three (3) financial years (2019-20, 2020-21 & 2021-2022).	
	59.			Kindly clarify whether the annual turnover mentioned is overall annual turnover or annual turnover from consultancy/advisory services. In eligibility criteria, it's mentioned that average annual turnover of the bidder. However, in page no. 42, it's mentioned that "This is to certify that (NAME OF THE CONSULTANTS) has received the payments shown above against the respective years on account of fees from professional advisory services excluding audit and tax services."	The annual turnover shall be from consultancy/ advisory services.
	60.	Section 3.3, Page 10 ix. Joint Venture	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.	Considering the scope of work and timeline, a joint venture or consortium may not be allowed for this tender.	RFP conditions prevail.
12	61.	Page 22 Cluse 1.1 IV	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).	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.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
	62.	Page 24 Clause 1.2	Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client	We also request to consider projects where 75% of the payment has been received , especially upto TEFR/DFR stage	RFP conditions prevail.
	63.	Page 25 Clause 2.1	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 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023. 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.	Revised clause should be read as below: 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 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.03.2023. This consultancy assignment should necessarily be for a project in India. Concept to commission

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
					works can be considered where DPR/TEFR/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 TEFR/DFR/DPR stage.
	64.	Pg 25 Clause 2.1	Preparation of TEFR/DFR/DPR for electronics/drone/ defence /industrial Park during the last ten (10) financial years ended 3.04.2023	Kindly consider general Industrial parks /estates where planned land under the Defence sector is greater than 200 acres	Industrial parks/estates where planned land under the Defence sector is greater than 200 acres can be considered.
	65.	Page 26 Notes-2	Key personnel – be considered, only if they are full time employees of the company or the consortium partners.	Keeping in view, the multi-disciplinary expertise in the project, we request you to change this clause and instead of full time employees, kindly permit key experts other than the Team leader to be contracted by the Bidder for this assignment , and they should involve fully in the assignment and be available for all meetings that are Evaluation Criteria Max Marks related to this assignment/project.	RFP Conditions prevail.
	66.	Page 31, Clause 10	Rapid Environment Impact Assessment (EIA) study the consultants shall undertake necessary survey for the rapid EIA study through accredited agency, following due process, complete with all relevant documents for the proposed land.	Kindly provide more time to carry out the rapid EIA study. We suggest providing at least 5 months as the application process can be completed only after approval of the master plan.	RFP Conditions prevail.
	67.	Page 15 Section 7	7.4 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 Bank Guarantee. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified in the RFP.	Request you to kindly share the form of contract agreement with consultants for better understanding of the contract clauses.	Revised draft contract agreement attached as Annexure to the pre bid replies

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
13	68.	SECTION 5 Eligibility Criteria and Evaluation Methodolo gy Page 25	2. SELECTION PROCESS II Preparation of TEFR/DFR/DPR for electronics/ drone/defence/ industrial park during the last ten (10) financial years ended 03.04.2023 a) 5 marks for one similar project for electronics/ defence/industrial park	We request to kindly modify the clause as follow: Preparation of TEFR/DFR/DPR/Master Plan for electronics/ drone/defence/any industrial park/township during th last ten(10) financial years ended 03.04.2023 a). 5 marks for one similar project for electronics/ drone/defence/ any industrial park/township	Please refer query no. 13
	69.	Eligibility Criteria and Evaluation Methodolo gy Page 26	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 4. Defence/ Electronics Manufacturing Sector Expert – 6 marks Minimum 10 years of experience – 4 marks For every additional 2.5 years 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 marks For every additional 2.5 years of experience 1 mark will be given limited to a maximum of 2 marks Notes: 2. Key personnel - be considered, only if they are full time employees of the company or the consortium partners.	We request to kindly modify/ change the clause as follows: 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 4. Aerospace and Defence Sector Expert – 6 marks Minimum 5 years of experience – 4 marks For every additional 2.5 years 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 years of experience 1 mark will be given limited to a maximum of 2 marks Notes: 2. Key personnel - be considered, they are full time employees of the company or the consortium	RFP conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
				partners or outsource and have good relationship with them can also be considered.	
	70.	Eligibility Criteria and Evaluation Methodology Page 23	V Project Core Team 4. Defence / Electronics manufacturing sector expert Should be Graduate in engineering with experience in Defence/ Electronics manufacturing industry.	5. Defence/ Electronics manufacturing sector expert Should be Graduate in engineering with experience in manufacturing industry.	RFP conditions prevail.
14	71.	Section 5 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY 1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION iii. Similar work experience in last ten years:	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 nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above in India.	The scope of work is related to Demand Assessment, Conceptual Master Plan, Infrastructure Planning, financial analysis and project structuring for a land parcel to accommodate STRATEGIC ELECTRONICS AND DEFENCE INDUSTRIAL PARK. We understand that this scope is common for all land parcel development but restricting the qualifying experience to Industrial Infrastructure projects will limit the participation. Hence we request Authority to consider the projects other than Industrial Infrastructure also under Eligibility Criteria.	RFP conditions prevail.
	72.	2. SELECTION PROCESS 2.1	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	The scope of work is related to Demand Assessment, Conceptual Master Plan, Infrastructure Planning, financial analysis and project structuring for a land parcel to accommodate STRATEGIC ELECTRONICS AND DEFENCE INDUSTRIAL PARK. We understand	RFP conditions prevail.

Bidder	Q No.	Page No. & RFP	Clause details	Queries/Suggestion/Clarification	TIDCO Clarification
		Technical Evaluation Criteria Sr. No - I	<p>nature of Industrial Parks/Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023.. This consultancy assignment should necessarily be for a project in India.</p> <p>a) 25 marks for fulfilling minimum qualification criteria given above. (2 Projects)</p> <p>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>	that this scope is common for all land parcel development but restricting the Project experience to Industrial Infrastructure projects will limit the participation. Hence we request Authority to consider the projects other than Industrial Infrastructure also under Technical Evaluation Criteria.	
	73.	2. SELECTION PROCESS 2.1 Technical Evaluation Criteria Sr. No - II	<p>Preparation of TEFR/DFR/DPR for electronics/drone/ defence/ industrial Park during the last ten (10) financial years ended 3.04.2023</p> <p>a) 5 marks for one similar project for electronics/drone / defence industrial park Note: Project/s submitted for Sl. no I will not be considered for Sl. no II</p>	The scope of work is related to Demand Assessment, Conceptual Master Plan, Infrastructure Planning, financial analysis and project structuring for a land parcel to accommodate STRATEGIC ELECTRONICS AND DEFENCE INDUSTRIAL PARK. We understand that this scope is common for all land parcel development but restricting the evaluation criteria to electronics/drone/ defence/Industrial Park will limit the participation, hence we request the Authority to consider projects other than Industrial Infrastructure also for evaluation.	RFP conditions prevail.

Annexure I

DRAFT AGREEMENT PREPARATION OF DETAIL PROJECT REPORT

This AGREEMENT (“**Agreement**”) is executed at Chennai on this ___ ___ day of _____ 2023 by and between

Tamilnadu Industrial Development Corporation Limited (TIDCO), PAN No: AAAC3409P (hereinafter will be referred as the “**Client**” which expression shall include their respective successors and permitted assigns) having their office at 19-A, Rukmini Lakshmi Pathy Salai Egmore, Chennai 600 008, is Party of First Part

and

M/s (Other Party name and details), PAN No: _____ (hereinafter will be referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns) having their office located at (Other party Office Address) is Party of Second Part

The above-mentioned parties of the FIRST and SECOND part, are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS

(A) The Client floated tender for the Preparation of Detail Project Report for _____ (details to be mentioned) _____ in the lands identified at (place of area to be mentioned) of Tamilnadu

(B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the services to the Client on the terms and conditions as set forth in the Letter of Invitation and the Terms of Reference and this Agreement;

(C) The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the assignment to the Consultant vide its Letter of Award dated _____ bearing number _____ (The letter of Award Details) (the “**LOA**”); and

(D) In pursuance of the LOA and RFP the consultant had provided Bank Guarantee on _____. The parties have agreed to execute this agreement for the better understanding.

NOW, THIS DEED WITNESSETH and the Parties do hereby agree as follows:

1. Set out below are the terms and conditions under which the Consultant has agreed to carry out for Client the below-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of TIDCO Officer) has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ months, from _____ to _____.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such a case, every effort will be made to give you, as early as possible, notice of any changes.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this agreement on behalf of the Consultant (i.e. on _____) and will terminate on (_____) , or such other date as mutually agreed between the Client and the Consultants or till the date of completion of the assignment.
7. Payments for the services will not exceed a total amount of Rs. _____(in words) inclusive of GST. (The “Agreement Value”). The Client will pay the Consultant, within 3 (three) weeks of receipt of invoice after approval of the report, which is as follows:

Amount Currency: x _____ x

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on Consultants.

The terms of payment of the Agreement Value shall be as follows:

(The Payment upon deliverables should be mentioned)

8. The Consultants will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultants or its staff. The risks and the coverage shall be as follows:
 - (a) Third Party liability insurance.
 - (b) Professional Indemnity insurance.
 - (c) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The Consultants shall also indemnify and hold harmless the 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 Client arising out of gross negligence of the Consultants in the provision of services under this Agreement. The liability of the Consultants under any circumstance shall not exceed _____ time of the Agreement Value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to the losses or damages caused on 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 Agreement.
10. The Consultants shall mobilize the key personnel as per the details provided in (to be mentioned, the Section/annexure according to RPF). Team composition and Task Assignment under (to be mentioned, the Section/annexure according to RPF). The Consultants shall meet the Client with all the key personnel, as proof of mobilization and commence work immediately from the date of signing of contract agreement. Failing to

comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work as non-mobilization of key personnel.

11. The Performance Security (Bank Guarantee) will be released to the Consultant after (_____) upon reviewing that the consultant has successfully completed the assignment. The validity of performance security shall be extended in accordance with the extension of Agreement Period. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for the required period as informed by client, failing which the Performance Security shall be forfeited.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of a breach of the work assigned in the RFP and the finalized Agreement.
13. All plans, drawings, specifications, designs, reports, and other documents or software submitted by the Consultants in the performance of the services shall become and will remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
14. The Consultant shall undertake to carry out the assignment in accordance with the highest standard protocol of professionalism, ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will also conduct themselves in an appropriate manner consistent herewith.
15. The Consultant will not assign this Agreement or sub-contract or any portion of it without the Client's prior written consent.
16. The Consultants shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The Consultants also agree that all knowledge and information which is not specified within the public domain, which may be acquired to carry out this Agreement, over the course of time shall be, for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission. Confidential information does not include any information which:
 - i) is rightfully known to the recipient prior to its disclosure;
 - ii) is independently developed by the recipient without use of or reliance on confidential information or
 - iii) later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
 - iv) where recipient is ordered by a judicial authority to disclose confidential information.

18. REQUEST FOR PROPOSAL AS PART AND PARCEL:

The RFP and the Proposal are incorporated and the same shall be read as part & parcel of this agreement. Consultant shall be obligated to meet all specifications described in the RFP and the Proposal pertaining to the Work and any written clarification thereto accepted by Client;

19. TERMINATION:

This Agreement may be terminated by either Party as per provisions set up below:

I. By the Client:

- a) The Client may terminate this Agreement at least thirty (30) calendar days written notice of termination to the Consultant on of the following;
 - i) If the consultant fails to deliver the said job within the stipulated time of 6 months.
 - ii) In the event of non-performance/ or unsatisfactory performance delivered by the Consultant
 - iii) If the consultant has been found to have made any false or fraudulent declaration or statement to get the Agreement or he is found to be indulging in unethical or unfair practices.
 - iv) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
 - v) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - vi) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
 - vii) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- b) If the Consultant fails to confirm the availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

II. By the Consultant:

The Consultant may terminate this Agreement, by not less than thirty (30) calendar days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and is not subject to the dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration.
- d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

20. Cessation of Services:

- a) Upon termination of this Agreement by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a bare minimum. Upon termination of this Agreement, the Client shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.
- b) The Consultant agrees that, during the course of this Agreement and after its termination, the Consultant and any other entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any future project resulting from or closely related to the services.

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 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.

22. DELAY IN THE SERVICES:

In the event of delays in submission of the deliverables on Timeframe prescribed for the proposed Deliverables, a penalty will be levied at the rate of (___%) of the Awarded Lump sum Fees per week or part thereof of delay, subject to a maximum of Ten Percent (10%) of the Awarded Lump sum Fees.

23. Conflict Of Interests:

- a) The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- b) Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such other additional payment.
- c) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination,

the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.

- d) **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause its experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
- e) **Strict Duty to Disclose Conflicting Activities:** The Consultant has an obligation and shall also ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

24. **Confidentiality:** Except with the prior written consent of the Client, the Consultant, and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the services.

25. **Accounting, Inspection, and Auditing:** The Consultant shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 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 Agreement 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.

26. SETTLEMENT OF DISPUTES:

- A. Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.
- B.** Any dispute arising out of the Agreement, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be in Chennai.
- C. Miscellaneous.** In any arbitration proceeding hereunder:
 - a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
 - b) The English language shall be the official language for all purposes;
 - c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Place:

Date:

Thiru. _____

Thiru. _____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

Annex A: Terms of Reference

Annex B: Consultants Personnel

Annex C: Consultants Reportings Obligations

Annex D: Cost of the assignment with break up