

TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

**Request For Proposal Selection of Consultant for Providing Project Management Unit (PMU) services to support
TIDCO in various strategic initiatives**

Pre Bid Queries

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|-------------------------|---|---|---------------------------------------|
| <u>Bidder 1.</u> | | | |
| 1. | SECTION 5.1 Pre – qualification criteria Average Annual Turnover Page No.26 | <u>Tender Clause:</u> The Bidder should have had an average annual turnover of at least INR 100 Crore (Rupees One Hundred Crore only) for the last 3 (three) completed financial years (i.e. FY 2021-22, 2022-23, 2023-24) <u>Query:</u> In light of our extensive experience in providing PMU services, we kindly request the relaxation of the financial eligibility requirement to INR 30 Crore , allowing us to participate in the bid. | Please refer Corrigendum-1 |
| 2. | | <u>Tender Clause:</u> Joint Venture, consortium or subcontracting is not allowed. <u>Query:</u> We request the Authority to kindly allow, Joint Venture/Consortium as this can encourage broader participation in the project | Tender conditions shall prevail. |

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|---------|---|---|--------------------------------|
| 3. | | <p><u>Tender Clause:</u> Technical Expert</p> <p><u>Query:</u> Kindly clarify if the "Technical Expert" and "Project Management Expert" are the same.</p> | Yes. Both are same |
| 4. | <p>Section 4.4 Deliverables and Payment Page No.22</p> | <p><u>Tender Clause:</u> Payment to the Consultant shall be made on a periodic basis at the end of every quarter after approval of the Quarterly Progress Report. Invoices will be due at the end of every quarter along with submission of Quarterly Progress Report.</p> <p><u>Query:</u> As our team members remuneration is on a monthly basis, we request the Authority to consider monthly payments after approval of Monthly Progress Report.</p> | Please Refer corrigendum 1 |
| 5. | <p>Section 4.3 Proposed team and deployment Page No.22</p> | <p><u>Tender Clause:</u></p> <p><u>Financial Expert (Team Leader)</u> MBA (Finance) / CA / CFA or equivalent with experience in conducting financial due diligence studies in infrastructure sector, undertaking financial advisory assessment for projects covering investment analysis, Performance analysis, Portfolio management, Project evaluation, Valuation of project, etc.</p> <p><u>Query:</u> We request the inclusion of Transaction Advisory Services experience as part of the qualification criteria for the Financial</p> | Please Refer corrigendum 1 |

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|------------------------|--|---|--------------------------------|
| | | Expert (Team Leader), given the project's scope of services. | |
| 6. | Section 4.3 Proposed team and deployment Page No.22 | <p><u>Tender Clause:</u></p> <p><u>Project Management Expert</u> Graduate in Civil Engineering / Infrastructure planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra works, PPP Projects.</p> <p><u>Query:</u> We request the Authority to consider relaxing the qualification to include a Bachelor's degree in any engineering field, coupled with a Master's in Finance / MBA</p> | Please Refer corrigendum 1 |
| <u>Bidder 2</u> | | | |
| 7. | Section 3 Data Sheet | <p><u>Tender Clause</u></p> <p>Last date for submission of bids: 09.10.2024 at 3.00 PM</p> <p><u>Query:</u> The Authority is requested to modify the referred clause in Section 3 as follows: "Last Date for submission of bids:18.10.2024 at 3.00 PM."</p> | Please Refer corrigendum 2 |

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|---------|--|---|----------------------------------|
| 8. | Clause 4.3 PROPOSED TEAM AND DEPLOYMENT | <p>Tender Clause:</p> <p>The PMU team shall be full time staff based to be located at TIDCO office in Chennai. The PMU shall work closely with TIDCO on achieving the desired outcomes from this assignment.</p> <p>Query:</p> <p>"The PMU team shall be located at TIDCO office in Chennai. The key staff shall be available in Chennai on part-time/ full-time basis as mentioned in the below section. The support staff shall be available on full-time basis in Chennai. The PMU shall work closely with TIDCO on achieving the desired outcomes from this assignment."</p> | Tender conditions shall prevail. |
| 9. | Clause 4.3 Financial Expert (Team Leader) | <p>Tender Clause:</p> <p>MBA (Finance) / CA / CFA or equivalent with experience in conducting financial due diligence studies in infrastructure sector undertaking financial advisory assessment for projects covering investment analysis, Performance analysis, portfolio management, project evaluation, Valuation of projects, etc</p> <p>No. of Resources - 1</p> <p>Query:</p> <p>"MBA / CA / CFA / PGDM or equivalent with experience in conducting financial due diligence studies in infrastructure sector, undertaking financial advisory assessment for projects covering investment analysis, Performance analysis, portfolio</p> | Please refer Corrigendum 1 |

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|---------|---|---|--------------------------------|
| | | management, project evaluation, Valuation of projects, etc No. of Resources – 1 (25% time commitment)“ | |
| 10. | Clause 4.3 Project Management Expert | <p>Tender Clause:</p> <p>Graduate in Civil Engineering / Infrastructure planning with experience in preparation of EOI / RFQ / RFP, conducting tendering process for preparation of DPR, Infra works, PPP Projects, should have experience working in Government advisory, project management projects in infrastructure, transport and industrial sector.</p> <p>No. of Resources – 1</p> <p>Query:</p> <p>“Graduate in Engineering and MBA or equivalent with experience in preparation of EOI / RFQ / RFP, conducting tendering process for preparation of DPR, Infra works, PPP Projects, should have experience working in Government advisory, project management projects in infrastructure, transport and industrial sector.</p> <p>No. of Resources – 1 (25% time commitment)“</p> | Please refer Corrigendum 1 |

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|---------|---|--|----------------------------------|
| 11. | Clause 4.3 Logistics Expert | <p>Tender Clause:</p> <p>Should have working experience in logistics infrastructure projects covering Ports / Dry Ports / MMLPs / Rail terminals / Air cargo</p> <p>No. of Resources – 1</p> <p>Query:</p> <p>“Should have working experience in logistics infrastructure projects covering Highways / Ports / Dry Ports / MMLPs / Rail terminals / Air cargo</p> <p>No. of Resources – 1 (25% time commitment)”</p> | Tender conditions shall prevail. |
| 12. | Clause 4.3 Aerospace Defence & Space Sector Expert | <p>Tender Clause:</p> <p>Should have working experience in advisory support, planning & execution of defence, aerospace, aviation and space industrial projects</p> <p>No. of Resources – 1</p> <p>Query:</p> <p>“Should have working experience in advisory Support/ planning/ execution of defence, aerospace, aviation and space industrial projects</p> <p>No. of Resources – 1 (25% time commitment)”</p> | Tender conditions shall prevail. |

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|---------|---|---|---|
| 13. | Clause 4.3 & Form 7F | <p>Query:</p> <p>It is proposed that 3 Project Associates be staffed full-time at TIDCO Site for the project duration.</p> | Tender conditions shall prevail. |
| 14. | Clause 4.4 (c) Page No 25 | <p>Tender Clause:</p> <p>Payment to the Consultant shall be made on a periodic basis at the end of every quarter after approval of the Quarterly Progress Report. Invoices will be due at the end of every quarter along with submission of Quarterly Progress Report.</p> <p>Query:</p> <p>"Payment to the Consultant shall be made on a periodic basis at the end of every month after approval of the Monthly Progress Report. Invoices will be due at the end of every month along with submission of Monthly Progress Report."</p> | Please Refer Corrigendum 1 |
| 15. | Clause 5.1 (a) Pre - Qualification Criteria Page no . 26 | <p>Tender Clause:</p> <p>Joint Venture, consortium or subcontracting is not allowed.</p> <p>Query:</p> <p>Proposed to change:</p> <p>"Joint Venture or Consortium is not allowed. However, sub-consultants may be engaged by the Bidder while retaining the full responsibility of the quality of the delivery."</p> | Tender conditions shall prevail. |

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|---------|--|---|---|
| 16. | <p align="center">Pre - Qualification Criteria: Clause 5.1 (e) Technical Evaluation Criteria: Clause 5.2.1 (1) Page no. 27,28</p> | <p>Tender Clause:</p> <p>Supporting Document:</p> <ul style="list-style-type: none"> - Copy of work order / contract issued by the client; or - Copy of Completion Certificate issued by the client, signed by authorized representative for the client <p>Query:</p> <ul style="list-style-type: none"> - Copy of work order / contract issued by the client; or - Copy of Completion Certificate issued by the client, signed by authorized representative for the client; or - Certificate from a Statutory Auditor / CA" | <p align="center">Please Refer Corrigendum 1</p> |
| 17. | <p align="center">Pre- Qualification Criteria: Clause 5.1(f) Technical Evaluation Criteria: Clause 5.2.1 (2)</p> | <p>Tender Clause:</p> <p>The Bidder should have experience of at least five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/ transaction advisory for central government or state government or PSU in India.</p> <p>Query:</p> <p>The Authority is requested to clarify that the projects for which feasibility assessment and bid advisory / transaction advisory work is done by the bidder under the same work order/ contract will be counted as individual assignments for these clauses in the RFP.</p> | <p align="center">Please refer Corrigendum-1</p> |

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|-----------------|--|--|--------------------------------|
| 18. | <p align="center">5.2.2 Qualification and experience of the key staff present in the team Page No. 30</p> | <p>Tender Clause:</p> <p>Technical Expert – Should have been involved in at least 2 projects in undertaking technical studies as per elaborated in the qualification criteria (maximum of 2 marks)</p> <p>Query:</p> <p>Authority requested to modify the clause</p> <p>“Technical Expert - Should have been involved in at least 2 projects in undertaking/ program managing technical studies as per elaborated in the qualification criteria (maximum of 2 marks)”</p> | Tender condition shall prevail |
| 19. | <p align="center">Form 7E Page No 38</p> | <p>Tender Clause:</p> <p>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>Query:</p> <p>Authority requested to modify the clause</p> <p>Work order / contract agreement / Self Certification along with Completion Certificates / auditors certificate / CA certificate showing 100% fee received from client shall be submitted along with the reference.”</p> | Please refer Corrigendum 1 |
| Bidder 3 | | | |

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|---------|--|---|-----------------------------------|
| 20. | Section 5.1 (b) - PREQUALIFICATION CRITERIA | <p>Tender Clause:</p> <p>Years of Experience: The Bidder should have at least 15 (Fifteen) years of experience of providing consulting services to government sector clients</p> <p>Query:</p> <p>We request the authority to kindly consider "Years of Experience: The Bidder should have at least 10 (Ten) years of experience of providing consulting services to government sector clients"</p> | Please refer Corrigendum 1 |
| 21. | Prequalification on Criteria | <p>Tender Clause:</p> <p>Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 100 Crore (Rupees One Hundred Crore only) for the last 3 (three) completed financial years (i.e. FY 2021-22, 2022-23, 2023-24)</p> <p>Query:</p> <p>We request the authority to kindly consider "Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 20 Crore (Rupees Twenty Crore only) for the last 3 (three) completed financial years (i.e. FY 2021-22, 2022-23, 2023- 24)</p> | Please refer Corrigendum 1 |
| 22. | Section 5.1(a) - Pre-Qualification Criteria | <p>Tender Clause:</p> <p>Joint Venture, consortium or subcontracting is not allowed.</p> | Tender conditions shall prevail. |

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|-----------------|--|---|----------------------------------|
| | | <p>Query:</p> <p>We request the authority to kindly allow joint venture/consortium</p> | |
| 23. | <p>Section 5.1 (e) - Pre-Qualification criteria</p> | <p>Tender Clause:</p> <p>The Bidder should have experience of at least two Consultancy assignments for providing project management services in Industrial/Infrastructure sector for Central Government or State Government or PSUs in India.</p> <p>Query:</p> <p>We request the authority to kindly consider "The Bidder should have experience of at least one Consultancy assignments for providing project management services in Industrial/Infrastructure sector for Central Government or State Government or PSUs in India."</p> | Tender conditions shall prevail. |
| Bidder 4 | | | |
| 24. | <p>Page No 19, 3.1.3 and other relevant pages</p> | <p>Tender Clause:</p> <p>Last date for submission of bids</p> <p>Query:</p> <p>Last date for submission of bids: 16.10.2024, at 3:00 PM.</p> | Please Refer corrigendum 2 |

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|---------|-----------------------------------|--|--------------------------------|
| 25. | Page No 26, Clause 5.1 (C) | <p>Tender Clause: Average Annual Turnover</p> <p>Query: Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 500 Crore (Rupees One Hundred Crore only) for the last 3 (three) completed financial years (i.e. FY 2021-22, 2022-23, 2023-24)</p> <p>For FY 2023-24, provisional turnover certificate shall be considered.</p> | Please Refer corrigendum 1 |
| 26. | Page 28, 5.2.1. (1) | <p>Tender Clause: Experience in providing Project Management Services: Supporting Documents Supporting Documents</p> <p>Query : Request to accept the proposed change</p> <p>Copy of work order / contract issued by the client; (or)</p> <p>Copy of Completion Certificate issued by the client, signed by authorized representative for the client; (or)</p> <p>For on-going services, certificate/ undertaking from Authorized Signatory of the applicant's organization should be submitted.</p> | Please Refer Corrigendum 1 |

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|---------|--------------------------------|---|-----------------------------------|
| 27. | Page No. 29, 5.2.1. (2) | <p>Tender Clause:</p> <p>Experience in providing advisory services for Projects:</p> <p>Experience in providing advisory services for Projects: The Bidder should have experience of at least five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/transaction advisory for central government or state government or PSU in India.</p> <p>The assignment must have been undertaken and completed (i.e. the private sector player / concessionaire is selected) or tender documents were issued within past 10 years as on 31.03.2024 .</p> <p>Project Cost should be Rs. 500 crores or above.</p> <p>Query:</p> <p>Experience in providing advisory services for Projects: The Bidder should have experience of at least five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/transaction advisory for central government or state government or PSU in India.</p> <p>The assignment must have been undertaken and completed (i.e. the private sector player / concessionaire is selected) or tender documents were issued within past 10 years as on 31.03.2024 .</p> | Please Refer Corrigendum 1 |

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|---------|--|---|----------------------------------|
| | | Project Cost should be Rs. 100 crores or above. | |
| 28. | Page No 30 Approach and Methodology | <p>Tender Clause:</p> <p>We understand that the bidder is not required to submit the A&M with the Technical Proposal. TIDCO will inform the qualified bidders of the date for the A&M presentation.</p> <p>Query:</p> <p>Request to Clarify</p> | Please refer Corrigendum-1 |
| 29. | BoQ Excel Out of Pocket Expenses | <p>Tender Clause:</p> <p>the consultant must quote a lump-sum fee that includes Out of Pocket Expenses (OPE).</p> <p>Query:</p> <p>Propose to modify</p> <p>Out of Pocket Expense Lump sum fee for providing services excluding out of pocket expenses and all the other expenses</p> | Tender conditions shall prevail. |
| 30. | Page No. 22, 4.3 (2) | <p>Tender Clause:</p> <p>Project Management Expert: Graduate in Civil Engineering / Infrastructure planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra works , PPP Projects, Should have experience</p> | Please Refer Corrigendum 1 |

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|-----------------|----------------------|--|--------------------------------|
| | | <p>working in Government advisory, project management projects in infrastructure, transport and industrial sector.</p> <p>Query:</p> <p>Proposed to modify</p> <p>Project Management Expert: Post Graduate in Engineering / Planning/ MBA / Equivalent. Infrastructure planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of Technical DPR, Infra works, PPP Projects,</p> <p>Should have experience working in Government advisory, project management projects in infrastructure, transport and industrial sector</p> | |
| 31. | | <p>Additional Clause: legal Queries</p> <p>Please Insert Clause:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or communications the Consultant provides under this Agreement("Reports"), other than information provided by the Client, are for Client internal use only (consistent with the purpose of the particular Services) including Clients board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client's organization.</p> | Tender condition shall prevail |
| Bidder 5 | | | |

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|---------|--|---|--|
| 32. | <p>Clause 4.3; Page 22 of Bid Document</p> <p>Clause 5.2.2 Page 30 of Bid Document</p> | <p>Tender Clause:</p> <p>Financial Expert minimum 10 years of experience.</p> <p>Logistics Expert minimum 10 years of experience.</p> <p>Additional 1 mark for 1 years of additional experience.</p> <p>Query:</p> <p>The experience sought in the RFP for an expert to be full time deployed considering industry standard is too high from a sector expert consultant's perspective.</p> <p>It is requested that TIDCO may consider a full-time deployment of a resource of 7+ years of experience for Financial and Logistics Expert () with a certain amount of time (3-4 days in a month) dedicated on the project by the resource of seniority currently mentioned.</p> | <p>Tender Conditions shall prevail.</p> |
| 33. | <p>Clause 4.3; Page 22 of PDF document</p> | <p>Tender Clause:</p> <p>Aerospace & Defence minimum 10 years of experience.</p> <p>Query:</p> <p>For Aerospace, Defence and Space sector which requires a detail understanding in 3 different niche segments - a full time deployment of a resource of minimum 3 years experience can be considered</p> <p>The qualification criteria should have an "and / or" for all experiences. For instance, for Aerospace, Defence & Space</p> | <p>Tender Conditions shall prevail.</p> |

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|---------|----------------------|--|--------------------------------|
| | | sector, the expert should have a combination of 2-3 experiences as mentioned currently – and not altogether. For instance, it may not be necessary for the Aerospace, Defence and Space expert to have infrastructure assessment experience as that is taken care of by the other three members and the AD&S expert then provides the sector perspective | |
| 34. | Clause 5.1 (e) | <p>Tender clause:</p> <p>Experience in providing project management service</p> <p>Query:</p> <p>Does Industrial / Infrastructure include defence as well? Since there is a separate resource requirement for Aerospace, Defence and Space expert – there should be additional marks for projects worth more than INR 3 cr in this sector undertaken / ongoing / completed in the last 5 years (across categories and not just as a PMU since a Project Management expert is already as a separate resource)</p> | Please refer Corrigendum 1 |
| 35. | Clause 5.2.1 (1) | <p>Tender Clause:</p> <p>Relevant experience of bidder – Experience in providing project management services. Supporting documents</p> <p>Query:</p> <p>Does Industrial / Infrastructure include defence as well? Since there is a separate resource requirement for Aerospace, Defence and Space expert – there should be</p> | Please Refer corrigendum 1 |

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|---------|---|---|--------------------------------|
| | | <p>additional marks for projects worth more than INR 3 cr in this sector undertaken / ongoing / completed in the last 5 years (across categories and not just as a PMU since a Project Management expert is already as a separate resource)</p> <p>Either of work order / contract issued by client <u>OR copy of completion certificate</u> should be enough (not both)</p> | |
| 36. | Clause 5.2.2 Page 30 of Bid Document | <p>Tender Clause:</p> <p>Years of experience - The resource should be involved in at least 2 projects in the sector</p> <p>Query:</p> <p>We would like to clarify, minimum 2 projects outlining the experience are required but there can be other projects in the experience which may be relatively connected to the field but can be projects other than those mentioned in the qualification criteria</p> | Tender condition shall prevail |
| 37. | Clause 4.2 (2) | <p>Tender Clause:</p> <p>Scope of work - Strategy and Business Evaluation support</p> <p>Query:</p> <p>The points under this head are very exhaustive. It will help to have boundaries like number of proposals to be evaluated / number of project reports to be prepared etc</p> <p>Separately on the point of "support TIDCO in attaining</p> | Tender condition shall prevail |

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|---------|---|---|--|
| | | <p>necessary stakeholder consensus and approvals for finalizing the projects, Initiatives" – we would want to clarify that the invoice payments would not be subject to TIDCO getting the consensus and approvals.</p> | |
| 38. | <p>Clause 4.4 (c) and (d) Page 25 of Bid Document</p> | <p>Tender Clause:</p> <p>Payment to the Consultant shall be made on a periodic basis at the end of every quarter after approval of the Quarterly Progress Report</p> <p>The Consultant shall prepare and submit other deliverables over the course of the assignment that arise from their activities in accordance with the scope of services.</p> <p>Query:</p> <p>We wanted to confirm the primary deliverables for the PMU as defined in the scope currently will be quarterly reports and the payment is linked to submission of quarterly reports?</p> <p>Would the payment to the firm be subject to "other deliverables"? If so, what would be the assigned value to such "other deliverables"?</p> <p>Request to clarify the "Other deliverables" refers to activities mentioned in the scope or others? If others, what would be the broad nature of these tasks?</p> | <p>Please refer Corrigendum 1</p> |
| 39. | <p>Clause 6.12 to clause 6.21 Page 14 of Bid Document</p> | <p>Tender Clause:</p> <p>Evaluation of Bid of quantities</p> <p>The Financial Proposal should be a lump sum proposal inclusive of all the costs except applicable taxes associated</p> | <p>The bidder to arrive as per their requirement</p> |

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|---------|---|--|--------------------------------|
| | Clause 4.2 Page 11 of Bid Document | with the assignment Query: Request clarification on what all costs apart from cost of resources are expected to be borne by the consulting firm? Example: Specific travels, field visits or consultations? | |
| 40. | Clause 5.1 (d) Page 26 of Bid Document | Tender Clause: Not Blacklisted/ Barred/ Show- Caused Against: The Bidder should not have been blacklisted/ barred/ show- caused against by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. Query: Requesting to clarify on the nature of litigation. Requesting to clarify on the nature of show-cause. Is it on date of bidding or historically? Requesting to clarify on the nature of blacklist. Is it on date of bidding or historically? | Please Refer corrigendum 1 |
| 41. | Clause 5.1 (e) Page 27 of Bid Document | Tender Clause: For on-going services, certificate/ undertaking from Authorized Signatory of the applicant's organization certifying completion of 75% of the awarded work should be submitted Query: It is requested that on-going projects which are high value and strategic projects be allowed without the condition of 75 | Please Refer corrigendum 1 |

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|---------|---|---|--------------------------------|
| | | % completion to showcase the strengths of the firm in advisory business. | |
| 42. | Section 3 Data sheet Bid document | <p>Tender Clause: Last date for submission of bids: 09.10.2024 at 3.00 PM</p> <p>Query: We request you to please consider extending the last date of submission by 3 weeks</p> | Please Refer corrigendum 2 |
| 43. | Page 28 Clause 5.2.1 Evaluation criteria | <p>Tender Clause: The Bidder should have experience of Consultancy assignments for providing project management services in Industrial/Infrastructure sector in Government sector for Central Government or State Government or PSUs in India.</p> <p>Query: Please clarify if services sector is included as part of industrial sector (for example- IT/ITes, Eduaction, etc)</p> | Please Refer corrigendum 1 |
| 44. | | <p>Additional Clause : Proposed to add</p> <p>Limitation of Liability: TIDCO is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. TIDCO may consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract,</p> | Tender condition shall prevail |

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|---------|----------------------|---|--------------------------------|
| | | tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss." | |
| 45. | Cl 14.3 Pg 18 | <p>Confidentiality Obligations: Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p> | Tender condition shall prevail |
| 46. | Cl 14.3 Pg 18 | <p>Confidentiality Obligations: 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</p> | Tender condition shall prevail |

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| | | <p>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> | |
| 47. | Cl 14.3 Pg 18 | <p>Confidentiality Obligations:</p> <p>We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p> | Tender condition shall prevail |
| 48. | Cl 1.7 Pg 7 | <p>Query:</p> <p>Termination</p> <p>To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.</p> <p>Termination</p> <p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to</p> | Tender condition shall prevail |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p> | |
| 49. | | <p>No clause in RFP. Please include in pre-bid.</p> <p>Arbitration We request TIDCO to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:</p> <p>"In case, a dispute is not amicably resolved within forty-five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."</p> | Please refer Corrigendum-1 |
| 50. | Cl 5.1 (a) Pg 26 | <p>Tender Clause:</p> <p>Declaration regarding past blacklisting/debarment where no time limit has been specified.</p> <p>Query:</p> <p>We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not</p> | Please refer Corrigendum-1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p> <p>Also, it is mentioned that the declaration for as per Annexure-IV. However, we could not identify any Annexure-IV in the tender document. Requesting the TIDCO to clarify.</p> <p>TIDCO is requested to elaborate the point with respect to show caused against.</p> | |
| 51. | | <p>No clause in RFP. Please include in pre-bid.</p> <p>No third-party disclaimer</p> <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. Please confirm our understanding is correct.</p> | Tender condition shall prevail |
| 52. | | <p>No clause in RFP. Please include in pre-bid.</p> <p>Acceptance</p> <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. We request you that you incorporate a</p> | Tender condition shall prevail |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>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> | |
| Bidder 6 | | | |
| 53. | 4.3. Proposed Team and Deployment | <p>Tender Clause:</p> <p>Project Management Expert</p> <p>Qualification and relevant experience/ assignment:</p> <p>Graduate in Civil Engineering / Infrastructure planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra- works, PPP Projects.</p> <p>Should have experience working in Government advisory, project management projects in infrastructure, transport and</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>industrial sector.</p> <p>Query:</p> <p>We request the TIDCO team to consider following changes in qualification for Project Management Expert.</p> <p>Graduate in Civil Engineering / Infrastructure Planning/ Masters in Management/ Business Administration/ Social Sciences* or equivalent with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra- works, PPP Projects.</p> <p>Should have experience working in Government advisory, project management projects in infrastructure/ transport/ industrial sector.</p> <p>{*Social science includes economics, Development Economics, Development studies, Financial Economics etc.}</p> | |
| 54. | SECTION 5 5.1.b. | <p>Tender Clause:</p> <p>Years of Experience: The Bidder should have at least 15 (Fifteen) years of experience of providing consulting services to government sector clients</p> <p>Query:</p> <p>We would like to request you to kindly revise the clause as below:</p> <p>5.1.b. Years of Experience: The Bidder should have at least 12 (Twelve) years of experience of providing consulting</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | services to government sector clients. | |
| 55. | Pre-Qualification Criteria 5.1.d | <p>Tender Clause:</p> <p>Not Blacklisted/ Barred/ Show Caused Against: The Bidder should not have been blacklisted/ barred/ show caused against by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p> <p>Query :</p> <p>We kindly ask for the removal of the phrase "Show Caused Against". Additionally, we propose that the clause be amended as follows</p> <p>Not Blacklisted/ Barred: The Bidder should not have been blacklisted/ barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p> | Please Refer corrigendum 1 |
| 56. | 5.2.1 Relevant experience of the bidder Experience in providing Project Management Services | <p>Tender Clause:</p> <p>Experience in providing Project Management Services</p> <p>Evaluation Criteria:</p> <p>The Bidder should have experience of Consultancy assignments for providing project management services in Industrial/Infrastructure sector in Government sector for</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>Central Government or State Government or PSUs in India.</p> <p>Query:</p> <p>Experience in providing Project Management Services</p> <p>Evaluation Criteria:</p> <p>The Bidder should have experience of Consultancy assignments for providing project management services in Industrial/ Infrastructure/ Agriculture/ Rural Development sector in Government sector for Central Government or State Government or PSUs in India.</p> | |
| 57. | <p>5.2.1 Relevant experience of the bidder Experience in providing Project Management Services</p> | <p>Tender Clause:</p> <p>Experience in providing Project Management Services</p> <p>Marking:</p> <p>5 marks for fulfilling minimum. qualification criteria (2 projects).</p> <p>Additional Project - 5 marks for each project (max up to 10 marks)</p> <p>Query:</p> <p>We request you to kindly consider following changes in the marking criteria:</p> <p>Marking:</p> | Tender conditions shall prevail. |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>10 marks for fulfilling minimum. qualification criteria (2 projects)</p> <p>Additional Project - 2.5 marks for each project (max up to 5 marks)</p> | |
| 58. | <p>Experience in providing advisory services for Projects:</p> | <p>Tender Clause</p> <p>Experience in providing advisory services for Projects:</p> <p>Marking:</p> <p>10 marks for fulfilling minimum qualification criteria (5 projects).</p> <p>Additional Project - 1 marks for each project (max up to 5 marks)</p> <p>Query</p> <p>We request the team consider following changes in marking criteria:</p> <p>Marking:</p> <p>10 marks for fulfilling minimum qualification criteria (4 projects with 2.5 marks for each project).</p> <p>Additional Project - 2.5 marks for each project (max up to 5 marks)</p> | <p>Tender conditions shall prevail.</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| 59. | Experience in providing advisory services for Projects: | <p>Tender Clause:</p> <p>Experience in providing advisory services for Projects: The minimum project Cost of such assignments should be Rs. 500 crores or above.</p> <p>Query:</p> <p>We kindly request that the minimum project cost for the assignment be revised to 300 crores or above.</p> | Please Refer corrigendum 1 |
| 60. | SECTION 6 Technical Proposal - Standard Forms | <p>6A. Technical Proposal submission form</p> <p>Kindly confirm if Forms 6A and 7A are one and the same.</p> | Yes |
| 61. | Section 6 7H: Format for Financial Proposal Submission Form | <p>We kindly request you to clarify whether there are any other Financial Forms required for submission in addition to the BOQ Schedule. If so, kindly share the templates for the same.</p> | No. |
| 62. | Section 3 Data Sheet | <p>Tender Clause:</p> <p>Last date for submission of bids: 09.10.2024 at 3.00 PM</p> <p>Query:</p> <p>Considering the resource requirements and the scope of the bid, we would like to request you to extend the submission</p> | Please Refer corrigendum 2 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>deadline to October 16th.</p> <p>i.e. Last date for submission of bids: 16.10.2024 at 3.00 PM.</p> | |
| Bidder 7 | | | |
| 63. | <p>5.1 PRE-QUALIFICATION CRITERIA, SI. NO. b</p> | <p>Tender Clause:</p> <p>Years of Experience: The Bidder should have at least 15 (Fifteen) years of experience of providing consulting services to government sector clients.</p> <p>Query:</p> <p>Request to revise the clause as: Years of Experience: The Bidder should have at least 10 (Ten) years of existence & minimum 5 years of experience of providing consulting services to government sector clients.</p> | Please Refer corrigendum 1 |
| 64. | <p>5.1 PRE-QUALIFICATION CRITERIA, SI. NO. e</p> | <p>Tender Clause:</p> <p>Experience in providing Project Management Service: The Bidder should have experience of at least two Consultancy assignments for providing project management services in Industrial/Infrastructure sector for Central Government or State Government or PSUs in India. Such consultancy assignment for PMU services should have been for duration of at least two years.</p> <p>The assignments must have been undertaken within past 5</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>years as on 31.03.2024.</p> <p>The contract value of such assignments should not be less than 2 Cr each.</p> <p>Query:</p> <p>Request to revise the clause as: Experience in providing Project Management Service: The Bidder should have experience of at least two Consultancy assignments for providing project management/transaction advisory services in Industrial/ Infrastructure/Urban for Central Government or State Government or PSUs in India. Such consultancy assignment for PMU services should have been for duration of at least one year.</p> <p>The assignments must have been undertaken within past 5 years as on 31.03.2024.</p> <p>The contract value of such assignments should not be less than 1 Cr each.</p> | |
| 65. | <p>5.1 PRE-QUALIFICATION CRITERIA, SI. NO. f</p> | <p>Tender Clause:</p> <p>Experience in providing advisory services for Projects: The Bidder should have experience of at least five consultancy assignments for undertaking financial feasibility assessment and bid advisory/transaction advisory for development of infrastructure projects for central government or state government or PSU in India. The assignment must have been undertaken and completed (i.e. the private sector player / concessionaire is selected) or tender document was submitted to the client or completion</p> | <p>Please Refer corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>certification issued by the client within last 7 years as on 31.03.2024. The minimum project Cost of such assignments should be Rs. 500 crores or above. Copy of work order / contract issued by the client; and Copy of Completion Certificate issued by the client, signed by authorized representative for the client experience Or Undertaking from Authorized Signatory of the Applicant that tender documents were issued.</p> <p>Query:</p> <p>Request to revise the clause as: Experience in providing advisory services for Projects: The Bidder should have experience of at least five consultancy assignments for undertaking financial feasibility assessment/ bid advisory/transaction advisory for central government or state government or PSU in India. The assignment must have been undertaken and completed (i.e. the private sector player / concessionaire is selected) or tender document was submitted to the client or completion certification issued by the client within last 7 years as on 31.03.2024. Copy of work order / contract issued by the client; and Copy of Completion Certificate issued by the client, signed by authorized representative for the client</p> | |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>experience Or Undertaking from Authorized Signatory of the Applicant that tender documents were issued. Or CA certificate specifying the Payment received.</p> | |
| 66. | <p>5.2.1 Relevant experience of the bidder SI.NO.2</p> | <p>Tender Clause: Experience in providing advisory services for Projects: The Bidder should have experience of atleast five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/transaction advisory for central government or state government or PSU in India. The assignment must have been undertaken and completed (i.e. the private sector player /concessionaire is selected) or tender documents were issued within past 7 years as on 31.03.2024. Project Cost should be Rs. 500 crores or above. copy of work order / contract issued by the client; and Copy of Completion Certificate issued by the client, signed by authorized representative for the client experience Or Undertaking from Authorized Signatory of the Applicant that tender documents were issued. Query: Request to revise the clause as: Experience in providing advisory services for Projects: The Bidder should have experience of at least five consultancy assignments for undertaking financial feasibility</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | <p>assessment/bid advisory/transaction advisory for central government or state government or PSU in India. The assignment must have been undertaken and completed (i.e. the private sector player /concessionaire is selected) or tender documents were issued within past 7 years as on 31.03.2024.</p> <p>Copy of work order / contract issued by the client; and Copy of Completion Certificate issued by the client, signed by authorized representative for the client experience Or Undertaking from Authorized Signatory of the Applicant that tender documents were issued. Or CA certificate specifying the Payment received.</p> | |
| Bidder 8 | | | |
| 67. | Section – 3, Data Sheet Page No. 19 | <p>Tender Clause:</p> <p>Last date for submission of bids: 9th October 2024 at 3:00 PM</p> <p>Query:</p> <p>The last date of bid submission may be revised to 23rd October 2024 (Wednesday) at 3:00 PM.</p> | Please Refer corrigendum 2 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|--|-----------------------------------|
| 68. | <p>Section – 5, Clause (c): Average Annual Turnover Page No. 26</p> | <p>Tender Clause:</p> <p>The Bidder should have had an average annual turnover of at least INR 100 Crore (Rupees One Hundred Crore only) for the last 3 (three) completed financial years (i.e., FY 2021-22, 2022-23, 2023-24)</p> <p>The Financial Capacity of only the bidding entity will be considered for this criteria. The Financial Capacity of the parent/ subsidiary /associate entities of the Bidder would not be considered for assessment of eligibility for this criteria.</p> <p>Supporting Document:</p> <p>Certificate from a Statutory Auditor/ Independent Auditor showing the turnover of the company for the last three Financial Years (i.e., FY 2021-22, 2022-23, 2023-24)</p> <p>Query:</p> <p>The authority is requested to consider average annual turnover requirement during the financial years 2020-21, 2021-22, 2022-23 since financial statements for 2023-24 are in preparation and not yet finalized. This is the trend in all major consulting firms and hence may be considered.</p> <p>Furthermore, as per the <u>Format 7C, Auditor Certificate format</u> on page 36, it is highlighted, fees from professional advisory services excluding audit and tax services are to be showcased. As per our understanding, Average Annual Turnover Certificate from Statutory Auditor/ Independent Auditor shall highlight turnover from professional advisory</p> | <p>Please Refer corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|---|--------------------------------|
| | | services excluding audit and tax services. The authority is requested to clarify the same. | |
| 69. | Section – 5, Clause (d): Not Blacklisted/ Barred/ Show-Caused Against Page No. 26 | <p>Tender Clause:</p> <p>The Bidder should not have been blacklisted/ barred/ show caused against by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p> <p>Supporting Document:</p> <p>The declaration for blacklisted/barred/show caused as per Annexure IV</p> <p>Query:</p> <p>It is highlighted that the declaration for blacklisted/barred/show caused hasn't been incorporated in the RFP document. The authority is requested to clarify if a standard declaration format may be submitted along with the proposal as the supporting document.</p> | Please Refer corrigendum 1 |
| 70. | Section – 5, Clause (e): Experience in providing Project Management Service Page No. 27 | <p>Tender Clause:</p> <p>Experience in providing Project Management Services:</p> <p>The Bidder should have experience of Consultancy assignments for providing project management services in Industrial/Infrastructure sector in Government sector for Central Government or State Government or PSUs in India.</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|---|--------------------------------|
| | <p>And S.No. 5.2.1 (1) (Technical Evaluation Criteria) Page No. 28</p> | <p>Such consultancy assignment for PMU services should have been for duration of at least two years.</p> <p>The assignments must have been undertaken within past 5 years as on 31.03.2024.</p> <p>The contract value of such assignments should not be less than 2 Cr each.</p> <p>Technical Evaluation Criteria Marking:</p> <ul style="list-style-type: none"> • 5 marks for fulfilling minimum qualification criteria (2 projects) • Additional Project – 5 marks for each project (max up to 10 marks) <p>Maximum Marks: 15 Marks</p> <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of work order / contract issued by the client; • Copy of Completion Certificate issued by the client, signed by authorized representative for the client. • For on-going services, certificate/ undertaking from Authorized Signatory of the applicant's organization certifying completion of 75% of the awarded work should be submitted <p>Query:</p> <p><u>The revised clause may be read as:</u></p> <p>The Bidder should have experience of Consultancy assignments for providing project management services in</p> | |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|---|--|
| | | <p>Industrial/Infrastructure sector in Government sector for Central Government or State Government or PSUs in India.</p> <p>Such consultancy assignment for PMU services should have been for duration of at least two years.</p> <p>The assignments must have been undertaken within past 5 years as on 31.03.2024.</p> <p>The contract value of such assignments should not be less than 2 Cr each.</p> <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of work order / contract issued by the client; • Copy of Completion Certificate issued by the client, signed by authorized representative for the client or Self-certification from Authorized Signatory of applicant (Completed Assignments only) <p>For on-going services, certificate/ undertaking from Authorized Signatory of the applicant's organization certifying completion of 75% of the awarded work should be submitted</p> | |
| 71. | <p>Section – 5, Clause (f): Experience in providing Advisory services for the project. Page No. 27 And</p> | <p>Tender Clause:</p> <p>Experience in providing advisory services for Projects:</p> <p>The Bidder should have experience of at least five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/transaction advisory for central government or</p> | <p>Please Refer corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | <p>S.No. 5.2.1 (2) (Technical Evaluation Criteria) Page No. 29</p> | <p>state government or PSU in India.</p> <p>The assignment must have been undertaken and completed (i.e., the private sector player / concessionaire is selected) or tender documents were issued within past 7 years as on 31.03.2024. Project Cost should be Rs. 500 crores or above.</p> <p>Technical Evaluation Criteria Marking:</p> <ul style="list-style-type: none"> • 10 marks for fulfilling minimum qualification criteria (5 projects) • Additional Project – 1 mark for each project (max up to 5 marks) <p>Maximum Marks: 15 Marks</p> <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of work order / contract issued by the client; • Copy of Completion Certificate issued by the client, signed by authorized representative for the client. <p>OR</p> <ul style="list-style-type: none"> • Undertaking from Authorized Signatory of the Applicant that tender documents were issued <p>Query:</p> <p><u>The revised clause may be read as:</u></p> | |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|--|--------------------------------|
| | | <p>The Bidder should have experience of at least five consultancy assignments for development of infrastructure projects for undertaking financial feasibility assessment and bid advisory/transaction advisory for central government or state government or PSU in India.</p> <p>The assignment must have been undertaken and completed (i.e. the private sector player / concessionaire is selected) or tender documents were issued within past 10 years as on 31.03.2024.</p> <p>Project Cost should be Rs. 200 crores or above</p> <p>Supporting Documents:</p> <ul style="list-style-type: none"> • Copy of work order / contract issued by the client; • Copy of Completion Certificate issued by the client, signed by authorized representative for the client or Self-certification from Authorized Signatory of applicant. <p>OR</p> <p>Undertaking from Authorized Signatory of the Applicant that tender documents were issued</p> | |
| 72. | <p>Section – 4 (Background of the RFP): S.No. 4.3 Page No. 22 & Section – 5 (Eligibility</p> | <p>Tender Clause:</p> <p>Project Management Expert</p> <p>Graduate in Civil Engineering / Infrastructure planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra works, PPP Projects, Should have experience working in Government</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|---|--------------------------------|
| | <p>Criteria and Evaluation Methodology) S.No. 5.2.2 Page No. 30</p> | <p>advisory, project management projects in infrastructure, transport and industrial sector.</p> <p>Minimum years of experience: 7 years</p> <p>Minimum qualification:</p> <ol style="list-style-type: none"> 1. Satisfying minimum eligibility criteria for fulfilling the qualifications, experience – 4 Marks 2. For every additional 1 years of experience – 1 mark will be given limited to a maximum of 2 marks 3. Should have been involved in at least 2 projects in undertaking technical studies as per elaborated in the qualification criteria (maximum of 2 marks) <p>Maximum Marks: 8 Marks</p> <p>Query:</p> <p>It is requested that project management expert should be a Graduate with a degree in Civil Engineering/Infrastructure or equivalent to allow for us to provide relevant profiles fit for the role of Project Management Expert.</p> <p>The revised clause may be read as:</p> <p>Graduate in Civil Engineering / Infrastructure or equivalent planning with experience in preparation of EOI/RFQ/RFP, conducting tendering process for preparation of DPR, Infra</p> | |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|--|--------------------------------|
| | | works, PPP Projects, Should have experience working in Government advisory, project management projects in infrastructure, transport and industrial sector. | |
| 73. | <p>Format 7C: Format for Submission of Information about the Consultant Page No. 36</p> | <p>Tender Clause:</p> <p>Supporting Document 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>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.</p> <p>Query:</p> <p>As per our understanding, the auditor is to verify the average annual turnover for last three financial years, instead of the fee received against the respective years. The authority is requested to clarify the same. Furthermore, the authority is requested to consider allowing average annual turnover requirement from consultancy services.</p> <p><u>The revised clause may be read as:</u></p> <p>This is to certify that (NAME OF THE CONSULTANTS) has an <u>average annual turnover of ...</u> against the respective years on account of fees from professional advisory/<u>consultancy services</u></p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| 74. | <p>Section – 2: Information to Consultants Clause 12 (Dispute Resolution) Page No. 17</p> | <p>Tender Clause</p> <p>Dispute Resolution</p> <p>The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all nonprivileged records, information and data pertaining to any Dispute. For any dispute arising out of this Agreement / Contract, only the Courts in Chennai shall have jurisdiction to settle such disputes.</p> <p>Query:</p> <p>In lieu of Clause 12 (Dispute Resolution), the authority is requested to consider that all disputes arising between the parties shall be settled amicably through Arbitration as per the Arbitration and Conciliation Act, 1996 and the Arbitrator to be mutually appointed by the parties.</p> <p>The revised clause may be read as:</p> <p>The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all nonprivileged records, information and data pertaining to any Dispute. For any and all disputes arising between the parties shall be settled amicably through Arbitration as per the Arbitration and Conciliation Act, 1996</p> | <p>Please Refer corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
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| | | and the Arbitrator to be mutually appointed by the parties. | |
| 75. | Section – 2: Information to Consultants Page No. 7 | <p>Query:</p> <p>Liability Clause The authority is requested to incorporate a Liability clause that may be read as:</p> <p>In accordance with standard industry practice, the aggregate liability of Consultant under this Agreement and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to the Consultant under the engagement. Consultant shall not be liable for any indirect or consequential losses.</p> | Tender condition shall prevail |
| Bidder 9 | | | |
| 76. | Section 3 Data Sheet | <p>Tender Clause:</p> <p>Last date for submission of bids: 9th October 2024 at 3:00 PM</p> <p>Query:</p> <p>We request a three-week time extension from the date of response to the pre bid queries.</p> | Please Refer corrigendum 2 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|--|----------------------------------|
| 77. | <p>4.2 Scope of Work Point 1 Policy and Strategy support:</p> | <p>Additional Clause:</p> <p>Given the requirement of policy level interventions, we request to kindly add Public Policy Expert in the said team. The role of public policy expert will be to provide policy & strategy support along with Review and propose various policy interventions to be undertaken by TIDCO to align its goals with the Government's vision. We suggest the following criteria for Public Policy Expert:</p> <p>Public Policy Expert: Minimum 5 years of experience.</p> <p>Education Qualification : Postgraduate in Management / MBA / Public Policy / Masters in Economics or equivalent</p> <p>Experience: Having experience in policy drafting for state/central governments. The key person should have work experience in government consulting projects for a minimum 2 years.</p> | Tender Conditions Shall prevail. |
| 78. | <p>4.3 Proposed Team and Deployment Financial expert (Team Leader)</p> | <p>Tender Clause:</p> <p>MBA (Finance) / CA / CFA or equivalent with experience in conducting financial due diligence studies in infrastructure sector, undertaking financial advisory assessment for projects covering investment analysis, Performance analysis, portfolio management, project evaluation, Valuation of projects, etc.</p> <p>Query:</p> <p>It is noted that the criteria specifies MBA (Finance) / CA / CFA. However, there are general management courses in</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|---|--------------------------------|
| | | <p>MBA programs where finance is offered as an elective, along with MBA programs in sectors such as Infrastructure Management and Construction Management, which also cover financial advisory and due diligence.</p> <p>We request you to modify the clause to consider general MBA also.</p> | |
| 79. | <p>4.3 Proposed Team and Deployment</p> | <p>Tender Clause:</p> <p>Logistics Expert - Minimum 10 years</p> <p>Aerospace, Defense & Space Sector Expert - Minimum 10 years</p> <p>Query:</p> <p>The requirement for a minimum of 10 years of experience seems quite high. Typically, professionals with 7 years of experience in similar roles are equipped with comparable skills and expertise. Reducing the requirement to 7 years would still ensure the necessary level of competence while allowing a larger pool of qualified professionals to participate.</p> <p>We request the Authority to consider revising the experience requirement to 7 years.</p> | Please Refer corrigendum 1 |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|--|----------------------------------|
| 80. | 4.3 Proposed Team and Deployment | <p>Additional key resources suggested.</p> <p>We propose the inclusion of at least three (3) support consultants with a minimum of 3 years of experience and an MBA / master's in economics / Public Policy / equivalent</p> | Tender conditions shall prevail. |
| 81. | Financial Proposal | <p>The Financial Proposal should be a lump sum proposal inclusive of all the costs except applicable taxes associated with the assignment</p> <p>We understand that the resources will be engaged & deployed on full time basis at client office. Since each resource has their own experience & expertise, hence the cost of each resource will be different. To get a more competitive bidding & clarity on each resource cost, we request that the financial proposal may be asked on Individual resource wise cost basis instead of lump-sum cost basis.</p> <p>This will be helpful for the authority & consultant in case of any additional expert(s) requirement.</p> | Tender conditions shall prevail. |
| 82. | 4.3 Proposed Team and Deployment | <p>Tender Clause:</p> <p>TIDCO reserves the rights to increase or decrease the number of key personnel in the team as and when required.</p> <p>Query:</p> <p>We seek further clarification on the process and conditions under which TIDCO may increase or decrease the number of</p> | This clause is deleted |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|---|--|
| | | key personnel in the team. | |
| 83. | <p>Section 5</p> <p>Eligibility Criteria and Evaluation Methodology</p> | <p>Tender Clause:</p> <p>Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 100 Crore (Rupees One Hundred Crore only) for the last 3 (three) completed financial years (i.e., FY 2021-22, 2022-23, 2023-24).</p> <p>Query:</p> <p>We request the authority to consider the financial years 2020-21, 2021-22, and 2022-23 for the average annual turnover, as the audit for FY 2023-24 is still in progress.</p> <p>Additionally, the current turnover requirement of INR 100 Crore appears to be on the lower side, especially considering the strategic and technical nature of this project. To ensure participation from well-established companies with proven technical capabilities and financial stability, we suggest increasing the turnover requirement to INR 500 Crore.</p> | <p>Please refer Corrigendum 1</p> |
| 84. | <p>5.2 Technical Evaluation Criteria</p> <p>Sub clause :</p> <p>5.2.1 Relevant experience of</p> | <p>Tender Clause:</p> <p>Experience in providing Project Management Services: The Bidder should have experience of Consultancy assignments for providing project management services in Industrial/Infrastructure sector in Government sector for Central Government or State Government or PSUs in India.</p> <p>Such consultancy assignment for PMU services should have been for duration of at least two years. The assignments</p> | <p>Please refer Corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|--|--|--|
| | <p>the bidder</p> <p>Sr. no. (1)</p> | <p>must have been undertaken within past 5 years as on 31.03.2024.</p> <p>The contract value of such assignments should not be less than 2 Cr each.</p> <p>Query:</p> <p>We understand that infrastructure sector includes urban infrastructure projects also.</p> | |
| 85. | <p>Clause 8.5</p> <p>Commencement of Assignment:</p> | <p>Tender Clause:</p> <p>The Consultant shall commence the Services from 7 (seven) days from the Date of signing of Agreement. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, TIDCO may invite the second ranked Bidder for Contract signing.</p> <p>Query:</p> <p>We request that the commencement timeline may be extended from 7 days to at least 15 days after the signing of the Agreement. This extension will allow sufficient time for deployment of resources, who may be coming from different locations across India.</p> | <p>Tender Conditions shall prevail.</p> |
| 86. | <p>4.4 Deliverables and payment</p> | <p>Tender Clause:</p> <p>Payment to the Consultant shall be made on a periodic basis at the end of every quarter after approval of the Quarterly Progress Report. Invoices will be due at the end of every</p> | <p>Please refer Corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|---|---|--|
| | | <p>quarter along with submission of Quarterly Progress Report. Payments shall be made by Client within 30 days of receipt of invoice. All other terms and conditions with regards to Payments shall be as per the Contract</p> <p>Query:</p> <p>We kindly request you to consider monthly progress reports & monthly submission of the invoice</p> | |
| 87. | <p>Evaluation Of Technical and Financial Proposals Ranking</p> | <p>Tender Clause:</p> <p>After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose financial bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.</p> <p>Query :</p> <p>Kindly confirm whether the final marks awarded in technical evaluation will be published on online e-tender portal before opening of financial bids?</p> | <p>Yes.</p> |
| 88. | <p>Negotiations Page No 15</p> | <p>Tender Clause:</p> <p>The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, TIDCO and the firm will sign the agreed contract. Negotiation will be carried with the lowest bidder based on the decision of the authority.</p> <p>Query:</p> | <p>Please refer Corrigendum 1</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|----------------------|--|--|
| | | <p>We understand that the aim of negotiations is to finalize the proposed technical action plan, methodology, & to conclude on a mutual term regarding the team & their deliverables. Also, we understand that the evaluation methodology of this RFP is Quality Cum Cost Basis (QCBS) 80:20. However, it is mentioned that negotiation will be carried with the lowest bidder. We request you to modify this clause to reflect QCBS mode of evaluation.</p> <p>we request authority to share the general terms of the contract for better understanding of terms relating to bidder's liability, confidentiality, procedure for change order, Indemnity, liquidated damages etc.</p> | |
| 89. | | <p>Additional clarification :</p> <p>For any official travel undertaken by the Consultant to either local or different locations for example attending meetings, International Workshops / Seminar, organizing Expo, Road show etc., we understand that the Client shall be providing logistics support. In cases where travel arrangements are not made by the Client, the Consultant shall be reimbursed as per actuals upon submission of the necessary supporting documents such as bills, vouchers, tickets, and invoices.</p> <p>Additionally, we understand that the client shall ensure that the Consultant is provided with sufficient workspace within their office premises.</p> | <p>Logistics support will be provided for the travels undertaking based on the directions of TIDCO</p> <p>Workspace for the experts will be provided in TIDCO premises</p> |
| 90. | | <p>Additional Clause :</p> | <p>Tender condition shall prevail</p> |

| Sl. No. | Reference as per RFP | Contents of RFP/Queries received from the prospective bidders through email/letter | TIDCO's Clarifications/Replies |
|---------|----------------------|---|--------------------------------|
| | | <p>Liability of Consultant:</p> <p>"Consultant shall not be liable for any indirect, incidental, special, or consequential damages or for any damages arising from loss of use or lost business, revenue, profits, data, or goodwill) arising in connection with this engagement, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages. The Client agrees that neither the Consultant (nor any of their other Entity, if and only to the extent it is finally judicially determined to be liable hereunder) shall, in any event, be liable for any losses, damages, claims, costs or expenses, relating to or in connection with this engagement, for an aggregate amount in excess of the fees paid by the Client to Consultant under this engagement, except to the extent finally judicially determined to have arisen primarily from the fraud or bad faith of Consultant.</p> | |
| 91. | | <p>Additional Clause :</p> <p>Indemnity :</p> <p>The Client shall indemnify and hold harmless the Consultant from and against any losses, costs, expenses, damages, liabilities, and claims, including any third-party claims, arising out of or in connection with this engagement or the work performed by the Consultant.</p> | Tender condition shall prevail |

**Managing Director
TIDCO**