

Gujarat Petroleum, Chemicals and Petrochemicals Special Investment Regional Development Authority

Request for Proposal for Selection of Consultant for preparation of Revised Development Plan of GPCPSIRDA

Clarifications of queries

Sr. No	Reference of RFP Document	Description of Clause as per RFP Document	Suggestions/Query	Clarification/Reply
1	Pg no. 3 Important dates	29/12/2021 at 15:30 hrs Venue: Gujarat Petroleum, Chemicals And Petrochemicals Special Investment Regional Development Authority, Gandhinagar. Block No.11-12, 3rd, floor, Gh-4, Udyogbhavan, Sector-11, Gandhinagar.	We request you for online Prebid Meeting and send us the VC link for the prebid meeting to be held on 29/12/2021 around 15:30 hrs.	Physical prebid meeting conducted as mention in RFP document
2	4. Evaluation Criteria Pg. no. 17	Past experience of the firm in carrying out similar and related studies <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 10 or more than 10 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 07 or more than 	In past experience of the firm in carrying out similar projects and related studies. We kindly request you to also consider experience of bidder in large scale town planning schemes.	Development plan and Town planning schemes differ in approach and outcome. The condition given in RFP shall remain unchanged.

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		07 <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 03 or more than 03 		
3	Annexure –G Scope of Work Pg. no. 50	Satellite image for the entire region in as scale of 1:5000	<p>We would like to draw your attention that now a days satellite images are available in up to scale of 1: 1500 (i.e. 15 cm HD resolution), for better visibility of physical features of ground. It is better to buy image with higher resolution.</p> <p>We also request you to reimburse cost of satellite image.</p>	<p>The condition given in RFP shall remain unchanged.</p> <p>Please refer corrigendum 1</p>
4	Clause No. 1.2 (iii) Minimum Eligibility Criteria Pg. no. 5	The bidding entity shall have an Average Annual Turnover of at least INR 2.00 Crore (Indian Rupees Two Crore) during the preceding three (3) financial years (i.e., 2018-19, 2019-20 and 2020-2021) from related consultancy services.	We believe the client would like to hire technically strong as well as financially sound consultant. The competition shall be of national level and hence request to raise criteria for annual turnover to at least INR 100 Cr. from planning. Eventually it help	The condition given in RFP shall remain unchanged

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5	Terms of Reference Pg no. 10 & 11	<p>The Policy defines the concept of PCPIR as a specifically delineated investment region with an area of around 250 square kilometres planned for the establishment of manufacturing facilities for domestic and export led promotion in Petroleum, Chemicals & Petrochemical along with associated services and infrastructure”</p> <p>Gujarat PCPIR at Dahej is located in Bharuch district. Dahej has the presence of many chemical & petrochemical units. It is close to the other industrial pockets of Ankleshwar, Jhagadia and Panoli wherein chemical manufacturing units are present.</p> <p>It consists of 44 villages of Bharuch and Vagra Taluka of Bharuch district admeasuring about 453 sq.kms.</p>	<p>the client only.</p> <p>Total area of PCPIR is 453 sq.km as mentioned in 2.2 while investment regions is with total area 250 Sq. km. We believe we have to prepare Development Plan for 250 sq. km but not for 453 sq. km. Kindly confirm. Further, we believe that the additional fees shall be paid for any change in area during the assignment period. Kindly confirm.</p>	<p>As per Annexure No. 4 pg. no.46, total area of Gujarat PCPIR is 453 sq.km. Bidders may refer sanctioned Development Plan.</p> <p>The condition given in RFP shall remain unchanged</p>
6	Clause no. 5.3	The consultant shall have to	It should be not more than	Please refer corrigendum 1

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	Liquidated Damage Pg. no. 21	<p>submit the deliverables as per timeline specified in the RFP. In case of non-compliance, the Authority shall deduct 1% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.</p> <p>The total value of such Liquidated Damage shall not exceed 15% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.</p>	10% of the contract value as per standard industry practices for such type of assignment.	
7	Annexure – G	A	We believe no physical	Surveys required for

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	Scope of Work Pg. No. 51	review/Assessment/Validation of all baseline information obtained and work already undertaken for the Development Plan of PCPIR will be the starting point for this phase of work. The review will involve a site inspection (with further detailed inspections where necessary), and will identify existing information and knowledge gaps for the following.	survey to be undertaken or detailed survey to be undertaken? Please clarify with quantification including terms of reference for such surveys to be undertaken.	revising of Development plan in accordance with the scope of work and methodology mentioned in RFP. The conditions given in the RFP remain unchanged.
8	Time Frame Pg. no. 55	9 months for submission of final report from the issuance of work order. Consultant shall provide assistant during publication of Revised Development Plan, scrutiny of objections/suggestions and incorporation the final remarks of the GPCPSIRDA in accordance of objections/suggestions into the Final report submitted to the Authority. Consultant shall engage with Authority till the Revised Development Plan is sanctioned by Apex	The timeframe mentioned is open ended after 9 months. Hence, requested to freeze overall time frame. If not envisaged due to what so ever reasons, requested to freeze 9+12 months which can be incorporated in our financial proposal and additional payment shall be made beyond 21 months.	After the 9 months i.e. submission of the Final Development Plan report, Time frame is stipulated/followed as per the GSIR Act, 2009 and GTP & UD Act, 1976 and GTP & UD Rules, 1979. The conditions given in the RFP remain unchanged.

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		Authority/GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976.		
9		General	Request to provide draft agreement, general and specific conditions of contract	Please refer corrigendum 1
10		General	Request to provide at least 3 weeks after clarifications issue.	Please refer corrigendum 1
11	Clause No. 1.2 (iii) Minimum Eligibility Criteria Pg. no. 5	The bidding entity shall have an Average Annual Turnover of at least INR 2.00 Crore (Indian Rupees Two Crore) during the preceding three (3) financial years (i.e., 2018-19, 2019-20 and 2020-2021) from related consultancy services.	After looking at RFP requirement and scope of work, technically we are more than eligible to perform this assignment. However to allow core planning consultancy firm to participate, we request you to reduce the minimum average annual turnover to 1.5 Cr.	The conditions given in the RFP remain unchanged.
12	Clause No. 4, Evaluation Criteria, Pg. No. 17	<p>Past experience of the firm in carrying out similar and related studies</p> <ul style="list-style-type: none"> Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 10 or more than 	The development plan of GPCPSIRDA was prepared 10 years back and after that few of town planning schemes within the area is also sanctioned by Govt. So while making revision in Development Plan of region,	<p>Development plan and Town planning schemes differ in approach and outcome.</p> <p>The condition given in RFP shall remain unchanged.</p>

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		10 <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 07 or more than 07 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 03 or more than 03 	integration of sanctioned TP schemes area with revised DP and area delineated of further TP Scheme will be important experience, and consultants experience in preparation and implementation of T P scheme will be crucial. Therefore we request you to add experience in Town Planning Scheme preparation along with Development Plan/ Master Plan.	
13	Clause No. 4, Evaluation Criteria, Pg. No. 17	Transport Planner more than 7 years of experience	For Transport Planner, we request you to consider Transport Planner/Engineer with relevant experience as mentioned.	Please refer corrigendum 1
14	Scope of work, Time frame and Terms of payment, Pg. no. 55	9 months for submission of final report from the issuance of work order. Consultant shall provide assistant during publication of Revised Development Plan, scrutiny of objections/suggestions and incorporation the final remarks of the GPCPSIRDA in	Timeline of 9 months for submission final report is too short, we suggest that at least 14 months of time should be given for final report submission. Also, from RFP, what we understood is that intermediate timeline for	The condition given in RFP shall remain unchanged. Yes, It should be stated by the bidder in Form 7 of the RFP

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		accordance of objections/suggestions into the Final report submitted to the Authority. Consultant shall engage with Authority till the Revised Development Plan is sanctioned by Apex Authority/GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976.	submission of Inception report, interim report and draft report is up to consultant.	
15	Pg. no. 18	Note: In case the Authority decides not to schedule power point presentation (step-2); the marks obtained by the bidders in step-1 (Technical Score of 80 marks) will be adjusted to be out of 100 marks on pro-rata basis.	Kindly clarify the marking or mark distribution for the components if there is no PPT presentation to make the evaluation and marking to be very clear in this situation for us.	It is mentioned in the RFP document in Note (pg. no.18).
16	Clause No. 1.8, Pg. No 8	No bank guarantee will be accepted in lieu of the earnest money deposit.	Request EMD as Bank Guarantee. Please provide the bank account details with the proper address to be mentioned in BG. Request you to send the BG format as a separate annexure.	Please refer corrigendum 1
17	Pg. No 3	The last date for submission of the proposal is 18/01/2022 18:00 hrs	We request you to extend the physical submission by 3 weeks from the date of Prebid replies by the	Please refer corrigendum 1

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18	Clause No. 5.13, Pg. No 24	In no event shall the consultant or the Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing performance or use of the services or deliverables provided by consultant under the terms of this RFP.	authority. We request you to add limitation of liability as a separate clause and to limit the overall Limitation of liability of the consultant to the maximum of 50 % of total consultancy fee paid as this is a Development Plan Assignment for duration of 9 months.	The condition given in RFP shall remain unchanged.
19	Clause No. 5.14, Pg. No 24	The consultant shall, during the term of the whole contract, indemnify and hold the Authority harmless from any loss, claim or damage, third party suit, proceedings, judgements, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party if the same is based on any consultant materials provided to Authority by or on behalf of Consultant or the access and use by Authority of any Consultant provided software or materials in connection	We request either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.	The condition given in RFP shall remain unchanged.

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		with Consultants performance of services hereunder without breaching the terms of the RFP. Consultant will defend, indemnify and hold harmless Authority from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent such action or claim is based on allegation that the Services or Deliverables as provided to Authority by Consultant and the use thereof by Authority as stated in the RFP constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party. The value of any such indemnity would be limited to the extent of the Contract Value.		
20		General	We request you to mention the number of revisions and the costs associated will be paid by the client on a	The condition given in RFP shall remain unchanged.

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			mutually agreed basis.	
21	Clause No. 5.15, Pg. No 24	Either Party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns, labour disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performance shall be	Kindly include Pandemic as a force majeure event as this is beyond the reasonable control of the consultant.	Please refer corrigendum 1

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		<p>extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other.</p> <p>However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.</p> <p>The Consultant shall not be entitled to any termination payment from the Authority</p>		

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		in case of force majeure, including termination of contract due to force majeure. Authority shall pay the consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work completed fully in the on-going stage, until termination. The payment shall not be released by the Authority until any due from Consultant under this contract is remained unpaid.		
22	Pg. no. 39	The CV must be signed by the person whose CV is given. Only those CVs would be considered which are signed by the concerned persons (sign of authorised signatory other than the person whose CV is submitted, would not be considered.)	Kindly accept the digital signature of the person whose CV is given and physical sign of authorized signatory in all the CV'S.	The condition given in RFP shall remain unchanged.
23		General	Kindly let us know the date of site visit before the Bid submission and request you to arrange accordingly and coordinate with TCE.	Site visit is not scheduled before Bid submission.

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24		General	Presume that land is fully acquired, and necessary clearances are obtained for 453 sqkm development.	Bidders may refer sanctioned Development Plan.
25		General	Kindly let us know the planned project start date	Date of letter of award /date of agreement shall be planned project start date
26	Clause No. 5.11 pg. no. 23	In the event of a dispute or difference of any nature whatsoever between the Consultant and the Authority during the course of the Works, the same shall be referred to VC & MD, GIDC as member of GPCPSIRDA. In case of disputes not being resolved by this Committee, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad/Gandhinagar and its language shall be English.	We request the Arbitrator to be mutually appointed by both the parties in case of dispute to research at an amicable solution.	Please refer corrigendum 1
27	Clause 5.3 Pg. no. 21	The consultant shall have to submit the deliverables as per timeline specified in the RFP.	We request to reduce the Liquidated Damages@ 0.2 % per week of the total	Please refer corrigendum 1

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		<p>In case of non-compliance, the Authority shall deduct 1% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.</p> <p>The total value of such Liquidated Damage shall not exceed 15% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.</p>	<p>consultancy fees to maximum of 5% of the consultancy fees as this is a development plan assignment for duration of 9 months.</p>	
28	Scope of Work, Terms of Payment, last two points, pg	10% of total fees against submission of Revised Development Plan to the Apex	Presume 1 month will be for the approval and sanctioned by the apex authority.	Sanction of Development Plan by the Apex Authority shall be in accordance of

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	no. 55 & 56	<p>Authority/ GIDB for approval under section 17 of the GSIR Act, 2009 and under section 16 GTP & UD Act, 1976.</p> <p>10% of total fees on sanction of Revised Development Plan by Apex Authority/ GIDB under the provisions of the GSIR Act, 2009 and GTP & UD Act, 1976 after incorporation of the comments of the Apex Authority/GIDB.</p>		the provisions of GSIR Act, 2009 and GTP & UD Act, 1976& GTP & UD Rules, 1979.
29	Clause 5.4 Pg. no. 21	The consultancy fees, as mentioned in the Financial Proposal or as finalized in the Agreement subsequent to negotiations, should include all taxes applicable as on the date of submission of the proposal except Service Tax/GST. Any deviation due to change in the rate of Services Taxes would be adjusted at actual. The Authority shall be entitled to deduct tax at source.	In case there is change in GST we request the client to reimburse the extra.	Please refer corrigendum 1.

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30	Clause 5.10 Pg. no. 23	<p>The Contract may be terminated by either party:</p> <p>i) By mutual agreement or by either party for its convenience by giving four week written notice, or</p> <p>ii) In case of breach by one party of the terms and conditions of this RFP and its failure to remedy such breach within a period of four weeks from date of receipt of a default notice in this regard from the non-breaching party to the breaching party, or</p> <p>iii) In case of the filing by or against the other party in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or for a scheme of rearrangement (reorganization) with creditors, for the appointment of a receiver or trustees; or the making of an assignment</p>	<p>We Request the Termination Clause to be amended as follows:</p> <p>Either party to the Agreement shall have the right to terminate the Agreement by giving the other party a prior written notice of 90 days, provided the other party is in material breach of his obligations pursuant to this agreement and has not remedied the same within 30 days following the receipt of notice from the aggrieved party specifying such breach. In the event of termination as above and/or any reason, the CLIENT shall pay to TCE the following:</p> <p>a) All such amounts as shall have accrued or shall have become payable to TCE but have remained unpaid on the effective date of such termination if the reasons/causes for Termination are not</p>	<p>The condition given in RFP shall remain unchanged.</p>

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		<p>for the benefit of creditors.</p> <p>In case of issue of termination notice, the Authority will pay Consultant all payments due as of the termination date stated in the notice, including those for the proportion of work completed in the ongoing stage, until termination as per list of deliverables and timeline for completion of work set in the RFP document.</p>	<p>attributable to TCE, CLIENT shall in addition to point 'a' above, compensate TCE with 'b' and 'c' as under: b) Actual proven loss suffered by TCE as a consequence of such termination, subject to a minimum of 10% of the difference between the total compensation as per Exhibit II and the amount payable under (a) above and c) Any additional cost that TCE may incur due to such termination.g. demobilization costs etc.</p> <p>2. Upon such termination, TCE shall deliver within reasonable time to CLIENT all drawings, designs and documents received by TCE under or pursuant to or as a result of this Agreement from anyone connected with this Project.</p> <p>3. Termination at convenience - Either party shall have the right to terminate this Agreement by</p>	

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			<p>giving 30 days prior notice to the other party without assigning any reason.</p> <p>4. Either Party can terminate this Agreement with an immediate effect if the other Party goes into liquidation/bankruptcy.</p> <p>Suspension (No. of days in this clause can be negotiated)</p> <p>5. The Client may suspend all or part of the Services or terminate the Agreement by giving at least 56 days' notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and minimize expenditure.</p> <p>6. In the event of suspension of the Agreement for any reason, TCE shall be entitled to:</p> <p>a) Payment for the services rendered till the date of such suspension if the reasons/causes for</p>	

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			<p>Suspension are not attributable to TCE, CLIENT shall in addition to point 'a' above, compensate TCE with 'b' and 'c' as under</p> <p>b) An extension of time for any such delay, if completion is or will be delayed</p> <p>c) Any additional cost that TCE may incur due to such suspension e.g., demobilization costs etc.</p> <p>7. After giving 15 days' notice to the Client, the TCE may, by a further notice of 15 days, terminate the Agreement, or at his discretion, without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:</p> <p>(a) when 15 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing.</p>	

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			<p>(b) When Services have been suspended for no reasons solely attributable to TCE and the period of such suspension have exceeded 15 calendar days.</p> <p>8. When the reasons of Suspension are not solely attributable to TCE, if Suspension is revoked within 15 calendar days since the date of notice of Suspension. TCE shall commence the services with same commercial Terms in this Agreement.</p> <p>However, if the Suspension is revoked after 15 calendar days since the date of notice of Suspension, TCE has right to resume the services with revised terms & conditions of this Agreement. However, if such revised terms & conditions cannot be mutually agreed between the Parties, TCE has the right to terminate this Agreement with an</p>	

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31	Clause 4.1 Pg. no. 17	<p>Past experience of the firm in carrying out similar and related studies</p> <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 10 or more than 10 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 07 or more than 07 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 03 or more than 03 	<p>immediate effect</p> <p>Kindly clarify marking for each project for total marks of 15</p> <p>As it is written in RFP 10 or more than 10, we need clarification on this part.</p> <p>Kindly let us know completed projects criteria. Is it last 10 years or 15 years?</p> <p>Also let us know ongoing projects will be considered or not?</p>	<p>The condition given in RFP shall remain unchanged.</p>
32	Clause 4.1 Pg. no. 17	<p>Past experience of the firm in carrying out similar and related studies</p> <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / 	<p>Kindly clarify whether DPR/ DBR Experience projects will be considered along with masterplan/ development assignments.</p>	<p>The condition given in RFP shall remain unchanged.</p>

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		<p>Area Development Authority 10 or more than 10</p> <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 07 or more than 07 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 03 or more than 03 		
33	Pg. no. 36	<p>Please provide a copy of work completion certificate from the client or a copy of work order from the client. The submitted testimonial must contain detail description of work (Scope of work and TOR) carried out by the consultant. Only those studies would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been</p>	<p>We request you to allow a copy of LOA/ Contract Agreement ora copy of work completion certificate or copy of work order as a documentary proof.</p>	<p>Please refer corrigendum 1</p>

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		provided.		
34	Clause 1.2 Pg. no. 5	The bidding entity shall have an Average Annual Turnover of at least INR 2.00 Crore (Indian Rupees Two Crore) during the preceding three (3) financial years (i.e., 2018-19, 2019-20 and 2020-2021) from related consultancy services.	We request you to amend annual turnover to at least 15 crores for healthy and fair competition among the consultants	The condition given in RFP shall remain unchanged.
35	Clause 4 Pg. no. 17	Team leader having education qualification of Urban Planner with more than 20 years of experience. Team leader must have worked on similar assignment.	We Request the Team leader with educational qualification as Engineer(civil) Mtech Environment/equivalent and worked in infrastructure sector for more than 20 years and having similar experience.	The condition given in RFP shall remain unchanged.
36	Annexure – G Scope of Work		As per the current status the Survey nos. are changed. So, Development plan shall follow the new survey nos. or the old ones. Also, please suggest all surveys (topographic etc.) required to be done again or old data can be used	Development Plan shall follow new survey. Please Refer Annexure – G Scope of Work.
37	Annexure – G		For the Revised	Please Refer Annexure – G

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	Scope of Work		development Plan, EIA shall be required or not? If yes EIA study or facilitation for the revised EIA expected from consultant? Please specify with details	Scope of Work.
38	Clause no.5.3 Pg. no. 21	<p>The consultant shall have to submit the deliverables as per timeline specified in the RFP. In case of non-compliance, the Authority shall deduct 1% of the total contract value per week as Liquidated Damages (LD) for each week of delay beyond the Remedy Period. The LD shall be considered up to the previous week. For avoidance of doubt if the consultant submit the delayed deliverable in the middle of the week he shall be liable to pay LD for only up to the end of the previous week and not for any part of the week in which the Deliverable has been delivered.</p> <p>The total value of such Liquidated Damage shall not</p>	Remedy Period – it is requested to please define what shall constitute the remedy period	In case of delay in submission of any deliverables, the consultant shall be given additional time commensurate with the nature of delay and the reason thereof. This additional time shall be called Remedy Period and shall be approved by the Authority in written on the request sent to the Authority by the Consultant in writing. The Authority may or may not approve such Remedy Period. The time of Remedy Period shall also be as approved by the Authority

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		exceed 15% of contract Value. For this purpose, the Contract Value shall be counted exclusive of any payments that may be made for service Tax.		
39	Clause no. 5.17 (viii) Pg. no. 26	There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitute a default of the Consultant under the RFP or which individually or in the aggregate may result in any Material Adverse Effect;	Please provide what shall constitute Material Adverse Effect	The condition given in RFP shall remain unchanged.
40	Clause No. 4.1, Step 1, Sr. No 1 of table, Pg. No. 17	<p>Past experience of the firm in carrying out similar and related studies</p> <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban 	<p>15 mark should be given for master planning of 2 authorities.</p> <p>10 mark should be given for master planning of 1</p>	The condition given in RFP shall remain unchanged.

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		<p>Development Authority / Area Development Authority 10 or more than 10</p> <ul style="list-style-type: none"> • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 07 or more than 07 • Development Plan/Master plan preparation for Urban Development Authority / Area Development Authority 03 or more than 03 	<p>authority.</p> <p>The reason behind this is as per CVC guideline dtd. 23/01/2017 Page No. 2, Point No. 2 competitiveness and equal opportunity should be given to all perspective bidders. In India especially for the given size of works sought in the tender there are handful of Indian companies, who can participate. Mostly international companies will have such kind of projects i.e. 7 to 10.</p> <p>As per the ambitious and most needed programme of Govt. of India i.e. "Atmanirbhar Bharat" Indian firms are encouraged to participate for the same. The criteria must be revised regarding number of projects required. Also the capability of the consultancy firm is the same whether they have done 2 similar projects or 20 similar</p>	

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			<p>projects. We request your goodself to kindly revise the number of projects needed in view of the CVC guideline and in the spirit of “Atmanirbhar Bharat”.</p>	