

Replies to Pre-Bid Queries

Project Management Unit for Assisting in the Preparation of Action Plans for \$ 1 Trillion Economy

<u>S. No.</u>	<u>Reference in RFP document</u>	<u>Existing Clause/ Provision in the RFP document</u>	<u>Query/ Suggested modification</u>	<u>Authority Response</u>
1.	Section 1 – Instruction to Bidders – Clause 1.19 – Page 20	The Client will not normally consider substitutions except for reasons beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others of key personnel.	The Client will not normally consider substitutions except for reasons beyond the reasonable control of the Consultant such as retirement, death, medical incapacity, <u>resignation or termination of employment</u>, among others of key personnel, <u>team leader and support resources.</u>	RFP conditions shall prevail.
2.	Section 1.1 – Instructions to Bidders – Clause 1.22 – Commencement of Assignment Page 21	The Consultant shall commence the Services within 7 (seven) days of signing of contract or such other date as may be mutually agreed. If the Consultant fails to either sign the contract as specified in Clause 1.21 or commence the assignment as specified herein, the Authority may invite the next ranked Bidder for negotiations. In such an event, the Bid Security of the Selected Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 1.24	The Consultant shall commence the Services within 7 (seven) days of signing of contract or such other date as may be mutually agreed, <u>by deploying team leader and two key personnel and three support resources. The remaining resources shall be deployed within a period of 30 days.</u> If the Consultant fails to either sign the contract as specified in Clause 1.21 or commence the assignment as specified herein, the Authority may invite the next ranked Bidder for negotiations. In such an event, the Bid Security of the Selected Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 1.24	RFP conditions shall prevail.
3.	Section 2 – Data Sheet – Clause 8 – Page 25	Evaluation Weightage	Given the complexity of the engagement, we request if the evaluation could prioritize the technical soundness of a bid. Hence, we request if the evaluation weightage can be amended to: $S = S_t \times 0.8 + S_f \times 0.2$ (80% for Technical and 20% for Financial)	RFP conditions shall prevail.

4.	Section 2 – Data Sheet – Clause 15 – Page 26	Bidder should have completed atleast 2 (Two) Similar Assignments , in India or elsewhere, during last 10 years preceding the Bid Submission End Date shall be considered for evaluation and scoring of Technical Proposal. In this regard, Bidder shall enclose a certificate from the client/minutes of meeting issued by client as proof for completion of the work assigned to the Bidder or certificate from its Auditor certifying the 100% fee received for such assignment.	Bidder should have completed at least 3 (three) Similar Assignments , in India or elsewhere, during last 10 years preceding the Bid Submission End Date shall be considered for evaluation and scoring of Technical Proposal. In this regard, Bidder shall enclose a certificate from the client/minutes of meeting issued by client as proof for completion of the work assigned to the Bidder or certificate from its Auditor certifying the 100% fee received for such assignment.	RFP conditions shall prevail.
5.	Section 2 – Data Sheet – Clause 15 – Page 27	Similar Assignment Experience – Experience in providing project management/program management services for central/state governments or PSUs in India. The contract value of such assignment should not be less than Rs. 1.50 Cr and the duration shall be for atleast 2 years. The assignment must have been undertaken in the last 10 years from the Bid Submission End Date.	Similar Assignment Experience – Experience in at least three (3) assignments of providing project management/program management services for central/state/local governments or PSUs or International Funding Agencies (Beneficiaries being Government Departments) in India. The contract value of each such assignment should not be less than Rs. 3 Cr and the duration shall be for at least 2 years. Each assignment must have been undertaken in the last 10 years from the Bid Submission End Date”	RFP conditions shall prevail.
6.	Section 3 – Terms of Reference – Clause 3.3 – Page 30	Review and analysis of projects/ action plans submitted by the Departments/ Agencies. Assist/ Coordinate with the sectoral Departments/ Agencies in the preparation of action plans.	We understand that there already exists a mapping of the interventions suggested in the Strategy Report that have been mapped to Departments/Agencies and that they have already commenced the preparation of the Action Plans. We understand that the role of the PMU would be to only review the action plans prepared by the Departments/Agencies and not be directly involved in the preparation. Please clarify if our understanding is correct.	Consultant is expected to support the departments/ agencies in preparing/ updating/ modifying the Action Plans as well as the implementation strategy of such Action Plans.
7.	Section 3 – Terms of	“Appraise and formulate project structures that enhance the bankability of the projects and ensure	We understand that the Consultant would be required to provide a broad framework for	It is correct.

	Reference – Clause 3.3 – Page 30	increased participation of the private sector.” and “Identify the priority pipeline of potential PPP projects in coordination with the Sector Departments/Agencies under the guidance of TNIDB.”	improving bankability of projects and prioritizing projects. We understand that the Consultant would not be responsible for providing any project- specific support. Please clarify if our understanding is correct.	
8.	Section 3 – Terms of Reference – Clause 3.3 – Page 30	“Plan and assist TNIDB in undertaking coordination meetings with key stakeholders.”	We understand that any travel required outside Chennai City for undertaking coordination meetings with key stakeholders would be reimbursed on actuals by the Client or the arrangements for the travel, boarding and lodging etc. would be undertaken by the Client. Please clarify.	No travel outside Chennai City is planned as part of this assignment.
9.	Section 3 – Terms of Reference – Clause 3.3 – Page 30	“Give periodic presentations/ reports to TNIDB and other Departments/ Agencies, as requested, on the programmatic support to the Government”	We understand that the data required on project progress and other such relevant information shall be provided to the Consultant by the Client. We understand that the Consultant will not be required to undertake any primary data collection. Please clarify.	It is the responsibility of the Consultant to coordinate with the Departments/ Agencies to gather information on progress of preparing and/or implementing the Action plans.
10.	Section 3 – Timeline and Payment Schedule – Page 31	The duration of the services will be approximately 12 months (excluding the time taken for approval) from the time of the signing of contract, which can be extended by another 12 months.	We understand that the consultancy fee for the extended project duration will be discussed and finalised in consultation with the bidder considering the Scope of Work and Experts required. Kindly Confirm.	Please refer to the Corrigendum.
11.	Section 3 – Terms of Reference – Clause 3.6 – Page 32	Program Director/ Team Leader – Minimum 12 years of professional experience with specific experience in senior roles in Program/ Project Management	 Minimum 10 years of professional experience with specific experience in senior roles in Program/ Project Management	RFP conditions shall prevail.
12.	Section 3 – Terms of Reference –	Food Processing/ MSME Expert –		Please refer to the Corrigendum.

	Clause 3.6 – Page 33	Should have worked on at least 2 projects related to Food Processing and MSME sectors . Should have experience in working on policy, action plans/strategic plans, cluster development, investment promotion, (either in India / outside India) in a project management role (project duration of 6 months or more)	Should have worked on at least 2 projects related to Food Processing <u>or</u> MSME sectors . Should have experience in working on policy, action plans/strategic plans, cluster development, investment promotion, (either in India / outside India) in a project management role (project duration of 6 months or more)	
13.	Section 3 – Terms of Reference – Clause 3.6 – Page 33	Social Services/ Tertiary Sector Specialist – Should have worked on at least 2 projects related to Services and social sector viz., skills/ education/ healthcare etc. Should have experience in working on policy, action plans/ strategic plans, investment promotion, (either in India / outside India) in a project management role (project duration of 6 months or more)	Should have worked on at least 2 projects related to Services (<u>GCC, ITeS, Tourism</u>) or social sector viz., <u>skills/ education/ healthcare etc.</u> Should have experience in working on policy, action plans/ strategic plans, investment promotion, (either in India / outside India) in a project management role (project duration of 6 months or more)	Please refer to the Corrigendum.
14.	Section 3 – Terms of Reference – Clause 3.6 – Page 32 – 33	“Adequate support staff shall also be provided by the Consultant to facilitate the operations of the nominated team during the services.”	From our past experience in implementing similar project management engagements, a strong support team is required to ensure effective coordination with the relevant Departments/Agencies. Further, to ensure that there is a level playing field among the bidders, we request if this clause could be amended to specify the size and qualifications of the support team. We hence request this clause to be amended as: “Ten (10) support staffs shall also be provided by the Consultant to facilitate the operations of the nominated team during the services. The support staff should have a master’s degree in business administration/ economics/ public policy or Relevant Qualification with at least three years of experience in Government Sector Consulting.”	RFP conditions shall prevail.

15.	Section 5 – II General Conditions of Contract – Termination – Clause 4.3. Page 62	Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in the relevant clauses hereof and (v) any right which a Party may have under the Applicable Law.	We would request you to change sub-clause (iii) this clause as: “(iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records <u>pertaining to the services provided under this RFP</u>”	Please refer to the Corrigendum
16.	Section 5 – II General Conditions of Contract – Obligations of the Consultant – Clause 5.2.4 – Page 64	Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: i. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; ii. after the termination of this Contact, such other activities as may be specified in the SC.	The word “indirectly” has a vast meaning, would it be possible to kindly provide further details on what entails an indirect relationship?	RFP conditions shall prevail.
17.	Section 5 – III. Special Conditions of Contract, Clause 5. Obligations of the Consultants, Page 66	Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants’ liability under this Contract shall be as provided by the Good Industry Practise/ Applicable Law.	Request this to be modified as: “Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event	RFP conditions shall prevail.

			shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	
18.	Section 5 – II General Conditions of Contract – 11.1 – Page 69	Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.	Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 5% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 5% of the contract value.	RFP conditions shall prevail.
19.	Section 5 – III Special Conditions of Contract – 5.6 – Page 74	For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultant to cover such a liability, whichever of (i) or (ii) is higher.	For any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder, <u>the liability will be capped at one-times the total payments made or expected to be made to the consultant.</u>	RFP conditions shall prevail.
20.	Section 1 – Instruction to Bidders – Clause 1.4	Bid Submission End Date: 21 March 2025	Request if the Bid Submission End Date could be extended to three-weeks after the release of the responses to the pre-bid queries.	Please refer to the Corrigendum.
21.	Section 2 Data Sheet (Pg No: 25)	Weightage T = 0.7 and F = 0.3 S = St x 0.7 + Sf x 0.3	The Authority is requested to modify the scoring weightage as follows: T = 0.8 and F = 0.2 S = St x 0.8 + Sf x 0.2 REMARKS:	RFP conditions shall prevail.

			<p>The Authority is requested to increase the weightage for Technical Score to 0.8 from 0.7 and accordingly change the weightage for Financial Score from 0.3 to 0.2 as this will enable consultants to showcase their deep experience in the sector and apply it to TNDIB context to deliver high quality results. For instance, firms with deep knowledge of topics such as diagnostics on investment roadmap, technology-based Program management platforms, PPP project structuring, asset monetization & financing (TOT, InvIT, SPV) etc. will be able to showcase their perspectives on how TNIDB can leverage the best practices and implement the same. This will enable the firms to ensure that the Scope of Work of this RFP is satisfactorily delivered within the time duration of 12 months of this RFP.</p> <p>This is in line with RFPs issued in the recent past by government authorities e.g., RFP on “Consultancy Services for formulation of development plan for National Highways/Expressways network for Bharatmala Pariyojana Phase – II” by NHAI (RFP Ref: NHAI/BM/Phase-II/Planning/2021 dated May 2021)</p>	
22.	<p>Section 3 Terms of Reference (Pg No: 34)</p>	<p>6. Experience & Qualification Requirements for Key Personnel</p> <p>All the above experts including the Team Leader shall be based out of office of TNIDB</p>	<p>The Authority is requested to modify the clause as follows:</p> <p>All the above experts including the Team Leader shall be based out of office of TNIDB for all critical meetings and provide guidance to the full-time team virtually during the rest of the deployment period.</p>	<p>RFP conditions shall prevail.</p>

			<p>REMARKS:</p> <p>The RFP has mandated that all experts shall be based out of the Authority’s office. However, it is a standard practice to have Team Leader and Experts play a part time advisory role providing necessary guidance to the project team during the course of the engagement on part time basis. This is a standard process adopted by many Government Authorities, where a full-time project team headed by a Project Manager/Deputy Team Leader is supported by a team of Experts and Team Leader with part time commitment. Further, the part-time Team Leader and experts are typically available on-site for all critical meetings with the client and provide guidance to the full-time team virtually during the rest of the deployment period.</p> <p>This is in line with RFPs issued in the recent past by government authorities e.g., RFP on “Consultancy Services for formulation of development plan for National Highways/Expressways network for Bharatmala Pariyojana Phase – II” by NHAI vide NHAI/BM/Phase-II/Planning/2021 dated May 2021.</p>	
23.	<p>Section 2</p> <p>Data Sheet</p> <p>(Pg No: 27)</p>	<p>Minimum Eligibility Criteria</p> <p>Similar Assignment Experience</p> <p>Experience in providing project management/ program management services for central/ state governments or PSUs in India. The contract value of such assignment should not be less than</p>	<p>The Authority is requested to modify the clause as follows:</p> <p>Experience in providing project management/ program management services for central/state governments or PSUs in India. The contract value</p>	<p>RFP conditions shall prevail</p>

		<p>Rs.1.50 Cr and the duration shall be for atleast 2 years.</p>	<p>of such assignment should not be less than <u>Rs. 4 Cr</u> and the duration shall be for atleast <u>1 year</u>.</p> <p>REMARKS:</p> <p>The Authority is requested to strengthen the eligibility criteria to ensure that consulting firms with strong experience in delivering consulting engagements across clients are able to successfully participate.</p> <p>This is also in-line with similar RFPs issued in the recent past by government entities requiring project value greater than Rs. 4 Cr. such as RFP on “Selection of Consultant for preparation of Masterplan and Transaction advisory services for formulation of Vision 2036 for highways Network in the State of Odisha” by OBCC vide RFP No 20/Tender/OBCC/2024-25</p> <p>The Authority is also requested to reduce the duration of the assignment to 1 year to reflect the timeline of the RFP which will help consulting firms showcase their experience of delivering projects within the stipulated timeline of the RFP.</p>	
24.	<p>Section 1</p> <p>1.19 Substitution of Key Personnel (Pg No: 20)</p>	<p>Substitution of Key Personnel</p> <p>Any subsequent substitution of key personnel so replaced would call for reduction of remuneration by 2% of the Contract Value for the balance payment.</p>	<p>The Authority is requested to modify the clause as follows:</p> <p>Any subsequent substitution of key personnel so replaced would call for reduction of remuneration by <u>5%</u> of the Contract Value for the balance payment <u>corresponding to the Key Personnel</u>.</p> <p>REMARKS:</p>	<p>RFP conditions shall prevail</p>

			<p>The Authority is requested to modify the clause to ensure that financial consideration of changing key personnel is impacting the value quoted for the expert only.</p> <p>This is in line with RFPs issued in the recent past by government authorities e.g., RFP on “Consultancy Services for formulation of development plan for National Highways/ Expressways network for Bharatmala Pariyojana Phase – II” by NHAI (RFP Ref: NHAI/BM/Phase-II/Planning/2021 dated May 2021)</p>	
25.	<p>Section 1</p> <p>1.19 Substitution of Key Personnel</p> <p>(Pg No: 20)</p>	<p>Substitution of Team Leader</p> <p>The Authority may impose, at its discretion, reduction of remuneration of up to 5% of the Contract Value for the balance payment</p>	<p>The Authority is requested to modify the clause as follows:</p> <p>The Authority may impose, at its discretion, reduction of remuneration of up to 5% of the Contract Value for the balance payment <u>corresponding to the Team Leader</u></p> <p>REMARKS:</p> <p>The Authority is requested to modify the clause to ensure that financial consideration of changing Team Leader is impacting the value quoted for the Team Leader only.</p> <p>This is in line with RFPs issued in the recent past by government authorities e.g., RFP on “Consultancy Services for formulation of development plan for National Highways/ Expressways network for Bharatmala Pariyojana Phase – II” by NHAI (RFP Ref: NHAI/BM/Phase-II/Planning/2021 dated May 2021)</p>	<p>RFP conditions shall prevail</p>

26.	1.4 Schedule of Selection Process Bid Submission End Date	21st March, 2025 1500 hrs	We request the Authority to provide at least 21 days (3 weeks) time for submission of Proposal from the date of publishing reply to bidders query. This will help us in analysing the reply to bidders' queries and prepare a robust proposal. Request you to kindly accommodate.	Please refer to the Corrigendum.
27.	1.19 Substitution of Key Personnel	The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of personnel. Such substitution shall be limited to a maximum of two Key Personnel other than Team Leader subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel so replaced would call for reduction of remuneration by 2% of the Contract Value for the balance payment.	The Consultant would try to ensure continuity of the employee with the Authority, however in unavoidable circumstance we request the substitution of equal or better qualified and experienced personnel provided with any penalty being imposed on the Consultant.	RFP conditions shall prevail
28.	Data Sheet 16. Technical Proposal Scoring	(Educational Qualifications – 30% weightage Professional Experience – 70% weightage) If the prescribed minimum educational qualification is not fulfilled, then the Curriculum Vitae of the proposed personnel will be marked as Zero.	We would request the Authority to clarify on the markings. As per the RFP, a key personnel either gets full marks for his/ her Educational Qualification and Professional Experience or gets Zero. Kindly confirm.	Key personnel who do not meet the minimum educational qualification shall not be considered for marking of Professional experience, as well.
29.	3.6 Experience and Qualification Requirement for Key Personnel	Length of Professional Experience of the Key Personnel	We request the Authority to modify the criteria for the minimum years of Key Personnel as below: <ol style="list-style-type: none"> 1. Infrastructure Expert – 5 years 2. Industrial Expert – 5 years 3. Food Processing/MSME Expert – 5 years 4. Social Services/Tertiary Sector Specialist – 5 years 	RFP conditions shall prevail

30.	Penalty	Penalties for delay & deficiencies: Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.	The Consultant would be working to the satisfaction of the Authority; hence we request the Authority for the deletion of the Penalty clause.	RFP conditions shall prevail
31.	New Clauses to be added	GST	<p>It is suggested that the standard clause of GST as provided below is added:</p> <p>"The fees and any amount payable under this assignment are exclusive of all applicable taxes (including GST), levies, duties, etc. With regards to the applicability of Goods and Services Tax, the Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this assignment. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by the Consultant under this assignment. Where the Consultant issues a credit note to Authority in relation to any invoice, Authority shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is</p>	RFP conditions shall prevail

			<p>issued by Consultant to Authority. If Authority fails to do so, and this results in additional liability for Consultant, Authority shall be liable to reimburse the Consultant for any liability incurred by the Consultant (being tax, interest and any penalties thereon). The current contract pricing are based on the assumption that GST will apply to the Services provided by the Consultant to Authority and the Consultant is able to claim credit of GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the Services provided to it by vendors, partners or sub-consultants, the Consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant."</p>	
32.	New Clauses to be added	Anti-Bribery and Corruption	<p>We request the authority to include this new clause.</p> <p>Anti-Bribery and Corruption:</p> <p>"Each party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing</p>	RFP conditions shall prevail

			<p>services under the agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purpose of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each party shall, immediately upon becoming aware of them, give the other party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>It is a condition of this agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this agreement, or that part of this agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."</p>	
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33.	New Clauses to be added	Economic and Trade Sanctions:	<p>We request the authority to include this new clause.</p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify Consultant if any of these circumstances change, upon occurrence of which, Consultant shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p>	RFP conditions shall prevail
34.	New Clauses to be added	Non-Exclusivity:	<p>We request the authority to include this new clause.</p> <p>The Client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	RFP conditions shall prevail

35.	New Clauses to be added	Non-Conformity	<p>We request the authority to include this new clause.</p> <p>Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client’s notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered “accepted” upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.</p>	RFP conditions shall prevail
36.	New Clauses to be added	Limitation of Liability Clause	<p>We request the authority to include this new clause.</p> <p>“In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.</p>	RFP conditions shall prevail
37.	Clause 1.19 Substitution of Key Personnel	“The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of	Considering the long period of the engagement, resources may leave the firm. The overall focus of the engagement would also undergo modifications, based on the strategic direction of the Government.	RFP conditions shall prevail.

	Page No. 20	the Consultant such as retirement, death, medical incapacity among others, of personnel..."	<p>In such cases, resources with other diverse experience will be required to replace existing resources. Hence, resource replacement becomes necessary.</p> <p>Hence, we request that the clause be modified to: "The Authority will consider substitution of Key Personnel, in cases beyond the reasonable control of the Consultant such as resignation, retirement, death, medical incapacity among others, of personnel and in cases of change in overall requirements of the assignment in due consultation with the client. Hence resource replacement may benefit the project."</p>	
38.	Clause 1.24 Bid Security Page No. 21	"The Bidder shall furnish as part of its Proposal, a bid security... returnable not later than 60 days after the expiration of the Bid validity period..."	Considering that the EMD value is significant, we request that the clause be modified to: "The Bidder shall furnish as part of its Proposal, a bid security... returnable not later than 15 days after the expiration of the Bid validity period..."	RFP conditions shall prevail
39.	Section 2: Data Sheet, Sl. 5 Bid Security Page No. 25	Not Specified	<p>In line with Office Memorandum no. F. 20/ 2/ 2014-PPD(Pt.) issued by the Ministry of Finance, Govt. of India dated 25-Jul-2017, and G.O. (Ms.) No. 390 of the Finance (BPE) Department, Govt. of Tamil Nadu dated 27-Sep-13, MSMEs are exempted from payment of Bid Security.</p> <p>Hence, we request the firm be exempted from the payment of the Bid Security. A copy of the Udyam registration certificate (the current official registration for MSMEs in India) can be provided as proof.</p>	RFP conditions shall prevail.
40.	Section 2: Data Sheet, Sl. 5	"should have completed atleast 2 (Two) Similar Assignments, in India or elsewhere, during last 10 years preceding the Bid Submission End Date..."	A majority of the PMU engagements have been awarded by the Government in the last 2-3 years, and these engagements are typically of long duration (4 to 5 years). Hence, the overall no. of	Please refer to the Corrigendum.

	Minimum Eligibility Criteria Page No. 26		similar PMU engagements which have been completed, would be low. Hence, we request that ongoing assignments also be considered for evaluation. In such cases, TNIDB may consider PMU engagements where at least one (1) year of the engagement has been completed.																									
41.	Section 8.1 Special Conditions of Contract Page No. 75	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Stage of Report</th> <th>Timeline (in weeks)</th> <th>Payment (%)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Stage of Report	Timeline (in weeks)	Payment (%)	1.				2.				3.				4.				5.				On page 68, Clause 3.4.3, the following clause is mentioned: "Payments: Payment to the Consultant shall be made on a periodic basis at the end of every month after approval of the Monthly Progress Report." However, this table here provides a report-based (milestone-based) payment to the Consultant. We request for a clarification from TNIDB on the periodicity and modality of the payment to the Consultant.	Please refer to the Corrigendum.
S. No.	Stage of Report	Timeline (in weeks)	Payment (%)																									
1.																												
2.																												
3.																												
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5.																												
42.	Section 2, Data sheet, Clause 8 Page 25	Bid Submission End Date 20-March-2025 – 15:00 Hrs	Bid Submission End Date <u>15-April-2025 – 15:00 Hrs</u> REMARKS: Request you to provide 3 weeks from the date of publication of corrigendum enabling us to submit a well-rounded proposal.	Please refer to the Corrigendum.																								
43.	Section 2, Data sheet, Clause 15 Page 26	Minimum Eligibility Criteria In this regard, Bidder shall enclose a certificate from the client/minutes of meeting issued by client as proof for completion of the work assigned to the Bidder or certificate from its	Request you to add the below clause. In this regard, Bidder shall enclose <u>a self-certification from</u> bidder as proof of competition assignment <u>along with LOI/ LOA/ Work Order/Agreement copy.</u>	RFP conditions shall prevail																								

		Auditor certifying the 100% fee received for such assignment.	REMARKS: Kindly note government agencies in India do not issue Completion certificate or partial completion certificate and request you to consider self-certification as proof of completion along with LOA	
44.	FORM TECH 5 – Bidder’s Experience Page 45	For completed assignments LOI/ LOA/ Work Order/ Agreement copy and Completion certificate from client/ Certificate from Auditor of Bidder certifying receipt of 100% professional fee for assignment	Request you to add the below clause. LOI/ LOA/ Work Order/ Agreement copy and <u>self-certification with details of ongoing or competition of the assignment.</u> <u>In this regard, Bidder shall enclose a self-certification as proof of competition assignment along with LOI/ LOA/ Work Order/ Agreement copy.</u> REMARKS: Kindly note government agencies in India do not issue Completion certificate or partial completion certificate and request you to consider self-certification as proof of completion along with LOA	RFP conditions shall prevail
45.	Section 2, Data sheet, Clause 8 Page 25	Weightage T = 0.7 and F = 0.3 S = St x 0.7 + Sf x 0.3	Request you to change the below clause. Weightage T = 0.8 and F = 0.2 S = St x 0.8 + Sf x 0.2 REMARKS:	RFP conditions shall prevail.

			Considering the criticality and importance of engagement, we request you increase the weightage for technical qualification to ensure good quality in bidders.	
46.	Section 3.6 Page 33	3.6 Experience & Qualification Requirements for Key Personnel: b. Infrastructure Expert Master's degree in Engineering/ Bachelor's degree in Engineering/ Economics with Master's in Business Administration from a reputed and recognized university or institution within/ outside India	Request you to change to below clause: <u>Bachelor's degree in Engineering/ Economics with Master's in Business Administration/Engineering from a reputed and recognized university or institution within/ outside India</u> REMARKS: As per our understanding of the role, Bachelor's/ Master degree in Engineering is required. Master's in Engineering may also be considered along with MBA degree for the said role. Requesting you to consider the above qualification for the role.	RFP conditions shall prevail.
47.	Section 3.6 Page 33	3.6 Experience & Qualification Requirements for Key Personnel: c. Industrial Sector Expert Master's degree in Engineering/ Bachelor's degree in Engineering/ Economics with Master's in Business Administration from a reputed and recognized university or institution within/ outside India.	Request you to change to below clause: <u>Bachelor's degree in Engineering/ Economics with Master's in Business Administration/Engineering from a reputed and recognized university or institution within/ outside India</u>	RFP conditions shall prevail.

			<p>REMARKS:</p> <p>As per our understanding of the role, Bachelor's/ Master degree in Engineering is required.</p> <p>Master's in Engineering may also be considered along with MBA degree for the said role.</p> <p>Requesting you to consider the above qualification for the role.</p>	
48.	Section 3.6 Page 33	<p>3.6 Experience & Qualification Requirements for Key Personnel:</p> <p>d. Food Processing/ MSME Expert Master's degree in Engineering/ Bachelor's degree in Engineering/ Economics with Master's in Business Administration from a reputed and recognized university or institution within/ outside India</p>	<p>Request you to change to below clause:</p> <p><u>Bachelor's degree in Engineering/ Economics/ Food technology/ Food processing or equivalent with Master's in Business Administration Food technology/ Food processing or equivalent from a reputed and recognized university or institution within/ outside India</u></p> <p>REMARKS:</p> <p>As per our understanding of the role, Bachelor's/ Master degree in Food technology/ Food processing or equivalent is required.</p> <p>Master's in Food technology/ Food processing or equivalent may also be considered along with MBA degree for the said role.</p> <p>Requesting you to consider the above qualification for the role.</p>	Please refer to the Corrigendum.
49.	Section 3.6	<p>3.6 Experience & Qualification Requirements for Key Personnel:</p>	Request you to change to below clause	Please refer to the Corrigendum.

	Page 33	e. Social Services/ Tertiary Sector Specialist Master's degree in Economics/ Planning/ Business Administration from a reputed and recognized university or institution within/ outside India	e. Social Services/ Tertiary Sector Specialist Master's degree in Economics/ Planning/ Business Administration/<u>Social Work/Public policy or equivalent</u> from a reputed and recognized university or institution within/ outside India	
50.	Section 3.6 Page 34	3.6 Experience & Qualification Requirements for Key Personnel. *In addition to the key staff, the Consultant shall propose adequate number of support staff with appropriate skills and experience.	- How many supporting staffs are required with the key staffs and their deployment as the consultancy fee is directly depends upon the no. of staffs deployed.	Consultant needs to decide on the support staff no. and qualification, based on their approach and methodology and on their assessment of the assignment's requirements.
51.	Section 2. Data Sheet, Technical Proposal Scoring, SI No-16.1.1	Similar Assignment Experience – Experience in providing project management/program management services for central/state governments or PSUs in India. The contract value of such assignment should not be less than Rs. 1.50 Cr and the duration shall be for atleast 2 years. The assignment must have been undertaken in the last 10 years from the Bid Submission End Date.	We request you to kindly consider ongoing assignments also as such ongoing experience demonstrates the bidder's active engagement in such assignments and provides tangible evidence of their current capability to successfully execute similar projects.	Please refer to the Corrigendum.

**Chief Executive Officer
TNIDB**

//Forwarded by order//

A. unorthodox
SECTION OFFICER