

Pre-Bid Queries for Request for Proposal (RFP)

Reputed RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services(TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board

NIT No: 2744/2023/E&M/MPTB
03/05/2023

System No: 2023_MPTB_273515

S.N	RFP Clause and Page no.	Clause as stated in RFP	Query/Remark	Query response
SREI INFRASTRUCTURE FINANCE LTD.				
1	Page No. 2, SI No-10	Performance security: 10 % of order value shall be submitted before Agency's execution of the order	It is requested to reduce the performance security to 3% of order value. A lower security amount is justified owing to the nature of the project and monthly payment schedule.	No change
2	Clause no. 2.1.5 Page no. 6	Undertake market study for the projects identified for PPP and Private Investment Mode, formulate commercialization strategy to identify possible alternatives for revenue maximization for the projects, preparation of block cost estimates, conceptualize possible PPP models which could be adopted for developing the projects, identification of broad roles & responsibilities under each option including risk allocation, formulate the transaction structure for development of project on PPP model, formulate bid strategy, implementation & phasing plan for PPP projects	It is derived from this clause that the selected Agency shall be required to undertake necessary surveys & estimations. Normally, market assessment / study involves considerable expense which cannot be anticipated at this RFP stage. Hence, it is suggested that if at all this is maintained in the scope of agency, the expenses should be borne directly by the Client and the agency will facilitate in identifying suitable firm to undertake the same.	Please refer corrigendum 2 Point no. (i)

3	NA	NA	It is requested to insert a clause mentioning that all costs related to any kind of surveys and/or assessments requiring related surveys should be borne directly by the Client as the Agency does not have the scope to anticipate such cost and to load onto manpower format of financial proposal	Please refer corrigendum 2 Point no. (i)
4	NA	NA	Kindly confirm that fully furnished office space along with peripherals and printers, internet connectivity, etc to be provided by the Client	Please refer corrigendum 2 Point no. (ii)
5	Clause no. 2.1.9; Page no. 6	Proactively market the structured projects to potentials investors, both domestic & international, at appropriate stages & assist in financial closure. Structure & market the projects in such a manner so that various forms of aid, grant, viability gap funds etc from the Govt. of India, National & International institutions etc can flow into the projects	Kindly confirm that the cost of marketing of projects like Conferences, Meets, Pre-Bid Conferences, Road shows, Collaterals, Logistics etc shall be borne by the Client directly.	Kindly refer clause 2.1.22
6	Clause no. 2.1.15; Page no. 6	Project Monitoring activities and related consultancy services / documentation during the execution of the projects	Kindly elaborate on the extent of services to be rendered by the Agency under this Clause	No change
7	Clause no. 2.2.1; Page no. 7	Stakeholder consultations should be held with MPTB and other government agencies, private sector representatives, investors/financiers, etc. to incorporate feedback on potential acceptability of the PPP mode & PRIVATE INVESTMENT MODE structures	Kindly confirm that the logistical and associated costs of arranging such stakeholders meet shall be borne by Client directly.	Kindly refer clause 2.1.22

8	Clause no. 9B Page no. 14	In case RFP is cancelled and agreement is not executed with the successful Concessionaire for any reason whatsoever, then the PMU shall Return the Success fee paid by the MPTB	There are various reasons for which any RFP can be cancelled which is beyond the scope and/or control of the Agency. But the efforts that is put into by the agency is requested to be monetized through non-recovery of paid part Success Fee	No change
9	Clause no. 14, Sl. No 3 Page no. 16	Manpower Strength: The agency should have minimum 50 regular employees on their payrolls	Kindly confirm that the employee strength of subsidiary companies is also eligible	No change
10	Clause no. 34, Sl No 1 (i)&(ii) Page no. 23	Experience in 14.3.1 (a) Experience in 14.3.1 (b)	We could not locate any clause as 14.3.1(a) and/or 14.3.1(b). Kindly Clarify	Please refer corrigendum 2 Point no. (iii)
11	Clause no. 35(a) Page no. 24	Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).	TA projects typically are low revenue projects and for the last 2-3 years there has been decline in revenue side owing to Covid. Hence, it is requested to reduce the received professional fees to Rs. 50 lakhs for firm and to Rs 25 lakh for Key personnel	Please refer corrigendum 2 Point no. (iv)

12	Clause no. 35(b) Page no. 24	Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh).	TA projects typically are low revenue projects and for the last 2-3 years there has been decline in revenue side owing to Covid. Hence, it is requested to reduce the received professional fees to Rs. 20 lakhs for firm and to Rs 10 lakh for Key personnel	Please refer corrigendum 2 Point no. (iv)
13	Clause no. 35 – Note, Page no. 24	Note: The same assignment(s) cannot be provided under both General and Specific Assignments mentioned above. The Applicant and Key Personnel may claim credit for Eligible Assignments that have been completed in the 8 (Eight) financial years preceding the PDD or have been initiated in the 8 (Eight) financial years preceding the PDD and are currently ongoing	There are umbrella assignments which covers both tourism as well as non-tourism projects under the same Work Order/Agreement. Hence, it is requested to allow such assignments in both the categories.	No change
14	Clause no. 35 b) Page no. 24	The technical evaluation of bids will be carried out to ensure compliance with requirements mentioned in the RFP. A minimum of 70 marks should be scored in the technical proposal for the bid to be declared technically qualified	Over here the minimum qualifying marks is 70 whereas in Clause 11, Page no.15, it is mentioned as 75. Kindly clarify which one is the minimum qualifying marks	Please refer corrigendum 2 Point no. (v)
15	NA	NA	It is requested in insert limited liability clause wherein the overall liability of the Agency shall be limited to the financial quote without GST	Kindly refer clause 42.4 of the RFP.

a'XYKno Capital Services Pvt. Limited				
1	35. Eligible Assignments, Page no. 24	(b) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)	We request you to kindly modify the clause as: (b) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)	No change
2	35.. Eligible Assignments, Page no. 24	Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is	Assignment Value should not be considered for eligibility. Since the value is usually based on competitive bidding / and / or negotiation, the criteria of fees received / receivable should not be considered for qualification / evaluation	Please refer corrigendum 2 Point no. (iv)
3		Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment	The condition of the value of each past assignment should be withdrawn as all government tenders /assignments are allotted through very tough competition process. Such minimum value criteria of the past assignments should not be there to qualify for bidding as otherwise, this condition will restrict fair competition in the subject tender and competent bidders may not be able to participate.	Please refer corrigendum 2 Point no. (iv)
Grant Thornton Bharat LLP				
1	35. ELIGIBLE ASSIGNMENTS Page no. 24	(A) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPPprojects in any sector (the “Eligible General Assignments”)	We understand that, as per the RFP for achieving full score in in Technical Evaluation, total 8 projects will be required. Hence kindly clarify whether multiple assignments/projects under single work order will beconsidered for evaluation or not?	Please refer corrigendum 2 Point no. (iv)

		<p>Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore), for such assignment, for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).</p>	<p>Since there may be multiple projects/ assignments being undertaken by a bidder under single work order. For Example, under a single PMU working in XYZ Department, there may be multiple PPP projects being undertaken by the team. Hence all eligible assignments shall be considered for evaluation even if it's under single work order.</p> <p>Suggestion: Since there are very limited projects having executed in India with this kind of specification, having credentials with project fee received in INR 1 Crore till PDD. This criteria is limiting the RFP for a fair and competitive bidding.</p> <p>Hence, we request authority that the assignment value/fee received should not be considered for project eligibility. Ongoing/completed both projects shall be the evaluation criteria.</p> <p>Also, for any key personnel claiming the credit, since they may be working at any organization presently and it is not possible to certify the fee received for other organization. Hence, we request authority to remove this clause</p>	
2	35. ELIGIBLE ASSIGNMENTS Page no. 24	<p>(B) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)</p> <p>Provided further that if the Applicant firm</p>	<p>We understand that, as per the RFP for achieving full score in in Technical Evaluation, total 4 projects will be required. Hence kindly clarify whether multiple assignments/projects under single work order will be considered for evaluation or not?</p>	<p>Please refer corrigendum 2 Point no. (iv)</p>

		<p>is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh).</p>	<p>Since there may be multiple projects/ assignments being undertaken by a bidder under single work order. For Example, under a single PMU working in XYZ Department, there may be multiple PPP projects being undertaken by the team. Hence all eligible assignments shall be considered for evaluation even if its under single work order. Also, there may be single work order for multiple PPP Projects. Such work orders shall be considered individually if submitted for different projects. Suggestion: Since there are very limited projects in tourism sector having executed in India with this kind of specification. having credentials with project fee received in INR 50 Lakh till PDD. This criteria is limiting the RFP for a fair and competitive bidding.</p> <p>Hence, we request authority that the assignment value/fee received should not be considered for project eligibility. Only Number projects ongoing/completed shall be the evaluation criteria.</p> <p>Also, for any key personnel claiming the credit, since they may be working at any organization presently and it is not possible to certify the fee received for other organization. Hence, we request authority to remove this clause. Only CV of candidate with self-declaration shall be admissible for evaluation.</p>	
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3	35. ELIGIBLE ASSIGNMENTS Page no. 24	(B) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)	<p>We understand that specific tourism and hospitality sector projects are being considered under this category. As there are certain other aligned departments ex. Smart cities in India under which various tourism projects are being developed like theme parks, convention centers etc. The PMU team deployed there are also responsible for such tourism projects planning & implementation. The work orders are issued through Smart cities under urban department.</p> <p>Hence, we request authority to change the clause as “Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector/ Urban Sector.</p>	No Change															
4	SCHEDULE 'B' Page no. 65 Timelines and Payment Schedule	<table><tr><th colspan="3">SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR :</th></tr><tr><th>Key Deliverable No.</th><th>Description of Deliverables</th><th>No of Projects</th></tr><tr><td>KD1</td><td>Identification Of projects</td><td>10</td></tr><tr><td>KD2</td><td>Submission of “Final Feasibility Report” and acceptance of the report by the authority</td><td>06</td></tr><tr><td>KD3</td><td>Preparation of BoQ & RFP Documents and Issue the RFP after approval</td><td>04 + 02*</td></tr></table>	SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR :			Key Deliverable No.	Description of Deliverables	No of Projects	KD1	Identification Of projects	10	KD2	Submission of “Final Feasibility Report” and acceptance of the report by the authority	06	KD3	Preparation of BoQ & RFP Documents and Issue the RFP after approval	04 + 02*	<p>We understand that, as per the RFP, the consultant is required to identify 10 projects & at last 2 projects agreement shall be signed by the successful bidder.</p> <p>Apart from it, as mentioned in the RFP the consultant is required to undertake ongoing projects of MP Tourism.</p> <p>Since, For a new project it is very difficult to identify, performing feasibility analysis, getting approvals from Align departments, completing the bid process management & signing of agreement with successful bidder. Sometimes retendering & re-assessment of projects is to be done as per authority instructions Hence it is very difficult to execute a new project & complete it in a year time interval.</p> <p>We request authority to evaluation the</p>	No Change
SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR :																			
Key Deliverable No.	Description of Deliverables	No of Projects																	
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		KD4	Execution of agreement with successful bidder(investor)	02+ 02*	KD4 may be relaxed on two-year basis.	
5	B. Success fee for the completed assignments in Private Investment Mode/ Page 14	In case RFP is cancelled and agreement is not executed with the successful Concessionaire for any reason whatsoever, then the PMU shall Return the Success fee paid by the MPTB.			As discussed in pre-bid meeting, it is requested to kindly remove the 20% payment criteria to Successful bidder. Instead 100% payment of success fee shall me made to the projects after signing of agreement with successful investor.	No Change
6	3.RESOURCEREQUIREMENT Table-1 point 1				We request authority to kindly add Master in Tourism Management and MPhil in Tourism in the minimum qualification criteria of team leader. This may widen the scope of selection of appropriate Team leader.	No Change
	S n	Key Person nel	Minimum Education al Qualificati ons1	Length of Professio nal Experienc e		
	1	Team Leade r - cum-PPP Expert	Master’s degree in Managem ent (MBA/PG DBM)	Minimum of 10 years’ experienc e	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific	
7	35.ELIGIBLE ASSIGNMENT S/24	(a) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in any sector (the “Eligible General Assignments”) (b)Experience of undertaking projects in			We request the department to kindly consider the credentials & projects undertaken by Parent Company which are registered in India for more than 10 years for the purpose of evaluation of projects. Credential and projects successfully completed and executed by Parent Company	No Change

		India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)	<p>in India shall be considered for evaluation.</p> <p>For project experience supporting documents like Letter of Award/Intent (LOA/LOI) or Purchase Order (PO) or Work Order (WO) or Agreement Copy or Completion certificate and any other client documents etc. should be submitted along with project citations. Credentials of Bidding entity & its Parent Company shall be considered.</p> <p>Relevant document shall be submitted to establish the Parent Company relationship along with registration certificate of Parent Company.</p>	
8		Non-Solicitation	<p>We request authority to add following clause on the RfP</p> <p>Non-Solicitation</p> <p>Each Party undertakes during the effective term of this Agreement and for a period of 1 (one) year thereafter, not to solicit, hire or employ directly or indirectly any partner, director personnel or employee of the other Party who has had any involvement in the Agreement except with the prior written consent of the other Party.</p> <p>Notwithstanding the foregoing, nothing shall prohibit the Parties from offering employment to persons who respond to a greater solicitation or advertisement.</p>	No Change
9		Non-Exclusivity	<p>We request authority to add following clause on the RFP</p> <p>Non-Exclusivity</p> <p>The parties acknowledge that the Consultant shall have the right to provide consulting or</p>	<p>No Change proposed</p> <p>Please refer Clause 3 RESOURCE REQUIREMENT sub clause (d) of RFP:</p>

			other professional services of any kind or nature of whatsoever in person or entity as the Consultant initiates sole discretion as deemed appropriate.	<i>"The team shall be deployed on an exclusive basis(as described below in table -1) except for part time resources; no full-time resource deployed under this project will work on any other engagement and a declaration for the same to be provided"</i>
10		Request for extension of PDD	Request you to extend the PDD for at-least 3 weeks from the release of pre-bid response.	Please refer corrigendum 1

Deloitte Touch Tohmatu India LLP				
1	scope of work page no.5,6	<p>2.1.1 To assist in development of Project & get sanction & funding from Central Govt scheme like Large Revenue Generating Scheme etc.</p> <p>2.1.6: Help structure projects under PPP model to enable recovery of the investment made in such a project through innovative business & commercial practices such as commercial sales of real estates, facilitating financial contribution under various scheme of Govt. of India and exploitation of development/ rights/ concessions/ viability gap funding etc. as appropriate under the applicable laws.</p>	<p>We understand these requirements are primarily from the TA and PPP project perspective and not related to any other projects where funding is sought from State / Central government scheme without PPP such as Swadesh Darshan scheme etc. Moreover, these state government scheme etc. is linked to seek viability gap funding / seed funding for the identified PPP Projects.</p> <p>Kindly confirm.</p>	Kindly refer clause 2.1.8 and 2.1.9 along with other sub clauses of clause 2-Scope Of Work.

2	scope of work page no.5	2.1 Transaction Advisory Services The Transaction Advisor Team (SLPMU) shall assist MPTB in all Transaction Advisory Services pertaining to Project Preparation, including O&M for existing and newly created infrastructure, MPTB owned properties, properties owned by Tourism dept, DBOT & other PPP mode / Private Investment Mode tenders for new projects under state and central projects, procurement of goods and services for MPTB and any other Transaction Advisory Services as deemed fit by the by Managing Director-MPTB	As pe our understanding the role of TA is limited to identify and develop new PPP projects on PPP mode and the same is detailed out under 2.2.1 and 2.2.2 sections of the RFP. However, as per Clause 2.1 TA would also work on the existing properties of MPTB and Tourism Department and procurement of goods and services for MPTB etc and any other TA services as deemed fit by the Managing Director-MPTB. limited to identify and develop new PPP Request you to clarify the activities to becarried out. Kindly confirm.	It shall not be limited to identificartion and development o f new PPP projects. It is hereby clarified that Clause 2 "Scope of work" applicable on existing as well as new projects.												
3	Scope ofwork Page no.5	2.1.4 Identification of new land parcels at potential sites, preparation of inventory of land parcels including existing land banks prepared by Tourism Board, making plans & strategies for inviting private sector investment in the field.	Does the MPTB have projects identified / pre- determined list of projects to start with or the consultant is required to initiate towards identification for the project. Kindly confirm	The Consultant shall be required to identify new projects and complete the existing projects as well. In case a list of projects is available with the authority, same shall be made available to the consultant.												
4	Schedule for completingthe deliverables in first year Page no. 11	<table><tr><th colspan="3">THE SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR:</th></tr><tr><th>Key Deliver able No.</th><th>Description of Deliverables</th><th>No of Projects</th></tr><tr><td>KD1</td><td>Identification Of projects</td><td>10</td></tr><tr><td>KD2</td><td>Submission of “Final</td><td>06</td></tr></table>	THE SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR:			Key Deliver able No.	Description of Deliverables	No of Projects	KD1	Identification Of projects	10	KD2	Submission of “Final	06	As per RFP, the Consultant is required to identify 10 projects, undertake feasibility study of 06 projects, preparation of RFP and BOQ for 04 projects and sign the agreement with successful bidder (investor) for 02 project. Hence, the quantum of projects to be undertaken by the consultant is limited to these number only.	This is the minimum requirement expected from the consultant and the Consultant shall also be required to assist the Authority throughout the process of the projects.
THE SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR:																
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			Feasibility Report” and acceptance of the report by the authority		Kindly confirm.														
		KD3	Preparation of BoQ & RFP Documents and Issue the RFP after approval	04 + 02*															
		KD4	Execution of agreement with successful bidder(investor)	02+ 02*															
5	9(C) Payment Terms: Success Fee Page no. 14	The “Success Fee” shall be payable as follows: <table><tr><th>Project Cost</th><th>Percentage</th></tr><tr><td>For the project cost less than or equal to Rs. 10 Crore</td><td>1.5 %</td></tr><tr><td>For the project cost more than Rs. 10 Crore and less than or equal to Rs. 25 Crore</td><td>1.25 %</td></tr><tr><td>For the project cost more than Rs. 25 Crore and less than or equal to Rs. 50 Crore</td><td>1.0 %</td></tr><tr><td>For the project cost more than Rs. 50 Crore and less than or equal to Rs. 99 Crore</td><td>0.75%</td></tr><tr><td>For the project cost more than or equal to Rs. 100 Crore</td><td>0.5%</td></tr></table>			Project Cost	Percentage	For the project cost less than or equal to Rs. 10 Crore	1.5 %	For the project cost more than Rs. 10 Crore and less than or equal to Rs. 25 Crore	1.25 %	For the project cost more than Rs. 25 Crore and less than or equal to Rs. 50 Crore	1.0 %	For the project cost more than Rs. 50 Crore and less than or equal to Rs. 99 Crore	0.75%	For the project cost more than or equal to Rs. 100 Crore	0.5%	1) We believe the % is linked with the % of Project Cost. Kindly confirm. 2) Moreover, if the projects are taken up for feasibility of the existing properties, O&M etc. where in private partnership is envisaged, would these projects be eligible for success fee? Kindly confirm.		1) YES 2) Private Investment/ private partnership projects shall not be eligible for success fees.
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6	9(B)Payment Terms: Success Fee Page no. 14	In case RFP is cancelled and agreement is not executed withthe successful Concessionaire for any reason whatsoever, then the PMU shall Return the Success fee paid by the MPTB	The Transaction Advisor shall not be responsible for non-execution of the agreement with successful Concessionaire for the reasons beyond the control of the Transaction Advisor. Request Authority to reconsider this clause.	No change																				
7	34 TECHNICAL EVALUATION OF BIDS Page no. 23	<table><tr><th colspan="4">TECHNICAL EVALUATION OF BIDS</th></tr><tr><th>Sn</th><th>Criteria</th><th>Maxi mum Marks</th><th>Scoring Criteria</th></tr><tr><td>1.</td><td>Project Experience</td><td>30</td><td></td></tr><tr><td>(i)</td><td>Experience in 14.3.1 (a)</td><td>20</td><td>2.5 marks for each eligible project</td></tr><tr><td>ii)</td><td>Experience in 14.3.1 (b)</td><td>10</td><td>2.5 marks for each eligible project</td></tr></table>	TECHNICAL EVALUATION OF BIDS				Sn	Criteria	Maxi mum Marks	Scoring Criteria	1.	Project Experience	30		(i)	Experience in 14.3.1 (a)	20	2.5 marks for each eligible project	ii)	Experience in 14.3.1 (b)	10	2.5 marks for each eligible project	1) Kindly clarify 14.3.1 (a) and 14.3.1(b). IF they are referred as 35(a) and 35 (b)? 2) Moreover, to get maximum marks for theproject, the Bidder may require total 12 projects including 8 under 1(i) and 4 projects under 1(ii). This is restrictive condition we request authority to consider revising the same.	1) Please refer corrigendum 2 Point no. (iii) 2) No Change
TECHNICAL EVALUATION OF BIDS																								
Sn	Criteria	Maxi mum Marks	Scoring Criteria																					
1.	Project Experience	30																						
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ii)	Experience in 14.3.1 (b)	10	2.5 marks for each eligible project																					
8	34 Annexure XIV Marks towards presentation Page no. 23 & 58	1). Profile of bidder 2). Prior PPP project experience 3). Understanding of Scope of work In this sub section the Bidder shall clearly state its understanding of the scope of work and also highlight its important aspects. The Bidder may supplement various requirements of the scope of work and also make precise suggestions if it considers this would bring more clarity andassist in achieving the objectives laid down in the scope of work. Bidder may particularly describe their understanding of tourism themes, products,	We request Authority to give further breakup of 30 marks across the sub-categories definedin Annexure XIV. Kindly Clarify	No Change																				

		<p>destinations, detailed perspective plans, action plan to achieve the goals of the detailed perspective plan as per scope of work.</p> <p>4). Approach & Methodology</p> <p>In this sub section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance. and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.</p> <p>5). Work Plan</p> <p>In this sub section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates and tables to be delivered as final output, should be included here. The work plan should be consistent with the scope of work.</p>		
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9	35 ELIGIBLE ASSIGNMENTS Page no. 24	Paragraph below 35 (b) Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh) . Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment , shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh) .	The MPTB may consider allowing Eligible General Assignment with projects having higher project cost also rather than linking only with the professional fees for the assignment.	Please refer corrigendum 2 Point no. (iv)
10	38 TIMELINES AND DEPLOYMENT OF RESOURCES Page no. 26	Submission of Performance Security by the vendor and completion of contract signing formalities- 10 days	As the timeline required for obtaining a Bank Guarantee is at least 7-10 days, we request MTDB to consider timeline of T+ 15 days in this regard.	No change
11	42 Liability of the Transaction Advisor Page no. 30	42.4.4. This limitation of liability specified in Clause 42.4.3 shall not affect the Transaction Advisor's liability, if any, for damage to Third Parties caused by the Transaction Advisor or any person or firm acting on behalf of the Transaction Advisor in carrying out the	We request Authority to reduce the liability limit equal to 1(one) time the contract value.	No change

		Services subject, however, to a limit equal to 3 (three) times the contract Value.		
12	1. BACKGROUN Contract Period and escalation of fee Page no. 5	1.2 MPTB intends to appoint a Transaction Advisory Service on regular basis for tenure of 1 (one) year (contract period may be extended on year-to-year basis for further 2 years) for supporting MPTB and Managing Director, MPTB for Planning of various works as suggested by them from time-to-time, by inviting tenders from eligible agencies from open market.	Request for inclusion of yearly escalation clause of 10% per annum.	Please refer corrigendum 2 Point no. (vi)
14	3 Resource requirement Page no. 10	Legal Expert	It is to be note that our firm is not authorized to provide legal services in India as per law. And we shall hire services of a legal expert as a sub-consultant for the project. This is permitted as per the RFP. Kindly confirm.	Kindly refer Clause-3-RESOURCE REQUIREMENT sub clause (d) of RFP: The agency can hire services of a legal expert as a sub-consultant for the project.
15	Bid Due Date Page no. 1	Last date and Time for online submission is 30/05/2023- 03:00 PM.	We request Authority to consider giving 3 weeks from issuance of clarifications of the Pre-bid meeting	Please refer corrigendum 1
16	Documents prepared by the Transaction Advisor to be property of the Authority	42.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Transaction Advisor (or any Third Party) in performing the Services shall become and remain the property	We propose that the Authority/Employer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or	No change

	<p>Clause 42 Page no.32</p>	<p>of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Transaction Advisor agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Transaction Advisor</p> <p>42.9.2 The Transaction Advisor shall, not later than termination or expiration of the contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Transaction Advisor may retain a copy of such Consultancy Documents. The Transaction Advisor or a Third Party shall not use these Consultancy Documents for purposes unrelated to this RFP without the prior written approval of the Authority.</p>	<p>work product were supplied. Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above, Authority shall continue to be owners of the information which belongs to Authority and provided by Authority to the Applicant for the purpose of this engagement.</p> <p>This shall be subject the payment of agreed fee.</p> <p>Request you to please consider the amendment.</p>	
17	NA	NA	<p>In line with the accepted industry practice, we understand that the Client shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant.</p> <p>Accordingly, we may include a provision to the same effect.</p>	No change

18	Cessation of rights and obligations Page no.37	50.3. Cessation of rights and obligations Upon termination of the contract pursuant to Clause 50.1 AND 50.2 of the RFP hereof, or upon expiration of the Contract, 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 29 hereof; (iii) the Transaction Advisor 's obligation to permit inspection, copying and auditing of such of its accounts and records , as relate to the Transaction Advisor 's Services provided under this RFP; and (iv) any right or remedy which a Party may have under this RFP or the Applicable Law.	We would like to submit that generally there is a sunset provision for confidentiality conditions and perpetual confidentiality requirement not be tenable. Accordingly, we request Authority to amend the provisions of this Clause.	No change
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Ernst & Young LLP				
1)	Clause 14, Page no. 16	14. ELIGIBILITY OF BIDDERS 2. Previous Experience Technical Capability - The agency should have experience in Transaction Advisory Services for State / Central Government Departments/ Statutory authorities/ PSUs for the last 8 years.	We request the authority to kindly consider the Project eligible, if the bidder has carried out that project in last 10 years.	No change
2)	Clause 35, Page no. 24	35. ELIGIBLE ASSIGNMENTS Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).	For the Transaction Advisory Projects, the Project Cost is more important and relevant than the Project fee charged by the consultant for the transaction. Hence, we request the authority to kindly modify the clause as mentioned below: 35. ELIGIBLE ASSIGNMENTS Provided that the Applicant firm claiming	Please refer corrigendum 2 Point no. (iv)

		<p>Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh).</p>	<p>credit for an Eligible General Assignment shall have, prior to PDD, carried out project having Project cost of at least Rs. 10 crores (Ten Crores) for such assignments. received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).</p> <p>Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, carried out project having Project Cost of atleast Rs. 5 Crores (Five Crores) for such assignments. received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty five Lakh).</p>	
3)	<p>Clause 9 Page no. 13</p>	<p>9. PAYMENT TERMS</p> <p>Other payments to the TA Team shall include reimbursable expenses like local conveyance on site visits and travel expenses wherever applicable as per the MPTB TA rules. All official travel should be approved by the MD, MPTB. Hence Bidders are requested not to include “Other payments” of TA team in financial proposal.</p>	<p>We request the Authority to clarify if MPTB shall be reimbursing the cost of local and outstation travel and stay for the purpose of site visits / meetings as part of this assignment.</p>	<p>It is hereby clarified that MPTB shall be reimbursing the cost of local and outstation travel and stay for the purpose of site visits / meetings as part of this assignment subject to prior approval of MPTB.</p>

4)	Clause 3 Page no. 10	3. RESOURCE REQUIREMENT 1. Team Leader - cum-PPP Expert <table><tr><td>Minimum Educational Qualifications</td><td>Master's degree in Management (MBA/PGDBM)</td></tr><tr><td>Length of Professional Experience</td><td>Minimum of 10 years' experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific</td></tr></table>	Minimum Educational Qualifications	Master's degree in Management (MBA/PGDBM)	Length of Professional Experience	Minimum of 10 years' experience	Experience on Eligible Assignment	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific	We request the Authority to kindly consider the following: 1. Team Leader - cum-PPP Expert <table><tr><td>Minimum Educational Qualification s</td><td>Master's degree in Management (MBA/PGDBM)</td></tr><tr><td>Length of Professional Experience</td><td>Minimum of 8 years' experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working on in infrastructure / tourism sector including preparation of DPR / feasibility reports/ master planning/ project co-ordination / transaction advisory of PPP assignments, etc.</td></tr></table>	Minimum Educational Qualification s	Master's degree in Management (MBA/PGDBM)	Length of Professional Experience	Minimum of 8 years' experience	Experience on Eligible Assignment	Experience of working on in infrastructure / tourism sector including preparation of DPR / feasibility reports/ master planning/ project co-ordination / transaction advisory of PPP assignments, etc.	No Change
Minimum Educational Qualifications	Master's degree in Management (MBA/PGDBM)															
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Length of Professional Experience	Minimum of 8 years' experience															
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5)	Clause 3 Page no. 10	3. RESOURCE REQUIREMENT 2. Tourism Expert <table><tr><td>Minimum Educational Qualifications</td><td>Post-Graduate in Tourism / Management / Planning / Hospitality</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 7 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>S/he should have undertaken a minimum of 2 (two) Eligible Specific Assignments</td></tr></table>	Minimum Educational Qualifications	Post-Graduate in Tourism / Management / Planning / Hospitality	Length of Professional Experience	Minimum 7 years' of experience	Experience on Eligible Assignment	S/he should have undertaken a minimum of 2 (two) Eligible Specific Assignments	We request the Authority to kindly consider the following: 2. Tourism Expert <table><tr><td>Minimum Educational Qualification s</td><td>Post-Graduate in Tourism / Management / Planning / Hospitality</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working on PPP assignments in infrastructure / tourism sector including</td></tr></table>	Minimum Educational Qualification s	Post-Graduate in Tourism / Management / Planning / Hospitality	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working on PPP assignments in infrastructure / tourism sector including	No Change
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Experience on Eligible Assignment	Experience of working on PPP assignments in infrastructure / tourism sector including															

			<table><tr><td></td><td>preparation of DPR / feasibility reports/ master planning/ transaction advisory, etc.</td></tr></table>		preparation of DPR / feasibility reports/ master planning/ transaction advisory, etc.											
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6)	Clause 3 Page no. 10	3. RESOURCE REQUIREMENT 3. Finance Expert <table><tr><td>Minimum Educational Qualifications</td><td>Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 7 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment</td></tr></table>	Minimum Educational Qualifications	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Length of Professional Experience	Minimum 7 years' of experience	Experience on Eligible Assignment	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment	We request the Authority to kindly consider the following: 3. Finance Expert <table><tr><td>Minimum Educational Qualifications</td><td>Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working on PPP assignments in infrastructure / tourism sector including preparation of financial model, financial feasibility and analysis, project structuring , drafting of bid documents, bid process management, etc.</td></tr></table>	Minimum Educational Qualifications	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working on PPP assignments in infrastructure / tourism sector including preparation of financial model, financial feasibility and analysis, project structuring , drafting of bid documents, bid process management, etc.	No Change
Minimum Educational Qualifications	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA															
Length of Professional Experience	Minimum 7 years' of experience															
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Length of Professional Experience	Minimum 5 years' of experience															
Experience on Eligible Assignment	Experience of working on PPP assignments in infrastructure / tourism sector including preparation of financial model, financial feasibility and analysis, project structuring , drafting of bid documents, bid process management, etc.															

7)	Clause 3 Page no. 10	3. RESOURCE REQUIREMENT 4. Civil Engineer <table><tr><td>Minimum Educational Qualifications</td><td>Graduate in Civil Engineering</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment</td></tr></table>	Minimum Educational Qualifications	Graduate in Civil Engineering	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment	We request the Authority to kindly consider the following: 4. Finance Expert <table><tr><td>Minimum Educational Qualifications</td><td>Graduate in Civil Engineering</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.</td></tr></table>	Minimum Educational Qualifications	Graduate in Civil Engineering	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.	No Change
Minimum Educational Qualifications	Graduate in Civil Engineering															
Length of Professional Experience	Minimum 5 years' of experience															
Experience on Eligible Assignment	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment															
Minimum Educational Qualifications	Graduate in Civil Engineering															
Length of Professional Experience	Minimum 5 years' of experience															
Experience on Eligible Assignment	Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.															
8)	Clause 3 Page no. 10	3. RESOURCE REQUIREMENT 5. Legal Expert <table><tr><td>Minimum Educational Qualifications</td><td>Bachelors in Law & Masters in Business Admin preferred/ Masters in Law</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working with Central/ State Governments/ PSU for at least two relevant PPP projects in the last 3 years</td></tr></table>	Minimum Educational Qualifications	Bachelors in Law & Masters in Business Admin preferred/ Masters in Law	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working with Central/ State Governments/ PSU for at least two relevant PPP projects in the last 3 years	We request the Authority to kindly consider the following: 5. Legal Expert <table><tr><td>Minimum Educational Qualifications</td><td>Bachelors in Law & Masters in Business Admin preferred/ Masters in Law</td></tr><tr><td>Length of Professional Experience</td><td>Minimum 5 years' of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td>Experience of working with Central/ State Governments/ PSU for at</td></tr></table>	Minimum Educational Qualifications	Bachelors in Law & Masters in Business Admin preferred/ Masters in Law	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working with Central/ State Governments/ PSU for at	No change
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			<table><tr><td></td><td>least two relevant PPP projects in the last 3 years</td></tr></table>		least two relevant PPP projects in the last 3 years		
	least two relevant PPP projects in the last 3 years						
9)	Clause-14, Page no 16	Eligibility of Bidders- Previous Experience Technical Capability- Supporting Documents to be submitted Suitable evidence such as completion certificates from the client or work order/letter of award from the client or self-certificate of completion (Certified by the Statutory auditor/ CA) should be submitted in the specified format in annexure -VI	We understand that the bidder can submit ongoing projects as well satisfying the criteria mentioned under clause 35 – Eligible Assignments. Further, in case of an ongoing project, we would like to request the authority that Letter of Award/Work Order be considered for proof.	No change			
10)	Clause-14, Page no 16	Eligibility of Bidders- Previous Experience Technical Capability New Clause	As the mentioned PMU project is with Tourism Board, we request the authority to add below mentioned criteria under Eligibility of Bidders: “Program Management Unit (PMU) assignment of atleast 1 (One) year in Tourism sector for Central / State Govt. Ministry / Department / Authority / Board / Corporation / PSU or any public agency in last 10 years. 1 to 2 Tourism PMU projects – 5 marks 3 to 4 Tourism PMU projects – 7.5 marks 5 or more Tourism PMU projects – 10 marks 5 additional marks for Tourism PMU having total fee equal to or more than Rs. 5 crore.” <u>Hence the Technical Evaluation scoring criteria for project Experience can be modified as following:</u> <table><tr><td>Criteria</td><td>Max.</td><td>Scoring</td></tr></table>	Criteria	Max.	Scoring	No change
Criteria	Max.	Scoring					

			<table><tr><td></td><td>Marks</td><td>Criteria</td></tr><tr><td>Project Experience</td><td>30</td><td></td></tr><tr><td>Experience in 14.3.1 (a)</td><td>10</td><td>2.5 marks for each eligible project</td></tr><tr><td>Experience in 14.3.1 (b)</td><td>5</td><td>2.5 marks for each eligible project</td></tr><tr><td>Tourism PMU Experience</td><td>15</td><td>1 to 2 project – 5 marks 3 to 4 projects – 7.5 marks 5 or more projects – 10 marks</td></tr></table>		Marks	Criteria	Project Experience	30		Experience in 14.3.1 (a)	10	2.5 marks for each eligible project	Experience in 14.3.1 (b)	5	2.5 marks for each eligible project	Tourism PMU Experience	15	1 to 2 project – 5 marks 3 to 4 projects – 7.5 marks 5 or more projects – 10 marks	
	Marks	Criteria																	
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Tourism PMU Experience	15	1 to 2 project – 5 marks 3 to 4 projects – 7.5 marks 5 or more projects – 10 marks																	
11)	Clause-14, Page no 16	Eligibility of Bidders- Financial Strength The agency should have an average annual turnover of Rs. 50 Crore (Rupees Fifty Crore only) for the last 3 financial year viz FY 2020- 21,2021-22 and 2022-23	<div>1) Since the FY 2022-23 has just completed and the financial statements are not available yet, we hereby request the authority to kindly consider average annual turnover of financial years 2019-20, 2020-21 and 2021-22.</div> <div>2) Further, we also request the authority that turnover of 100 Crore to be considered instead of 50 Crore to allow competitive bidding and participation from reputed consulting firms having experience of providing Transaction Advisory Services.</div>	<div>1) For the purpose of turnover of the FY 22-23 , a CA certificate shall be furnished in this regard.</div> <div>2) No change</div>															

12)	Clause 32, Page no 22	<p>32. PERFORMANCE SECURITY</p> <p>32.1 The successful Bidder will Deposit Performance Security equivalent to 10% of the annual contract value, in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh Tourism Board.</p>	We request the authority to kindly reduce the Performance Security from 10% to 3%.	No change																				
13)	Clause-34, Page no 23	<table><tr><th colspan="4">Technical Evaluation of Bids</th></tr><tr><th>S. No</th><th>Criteria</th><th>Max Marks</th><th>Scoring criteria</th></tr><tr><td>1</td><td>Project Experience</td><td>30</td><td></td></tr><tr><td>(i)</td><td>Experience in 14.3.1 (a)</td><td>20</td><td>2.5 marks for each eligible project</td></tr><tr><td>(ii)</td><td>Experience in 14.3.1 (b)</td><td>10</td><td>2.5 marks for each eligible project</td></tr></table>	Technical Evaluation of Bids				S. No	Criteria	Max Marks	Scoring criteria	1	Project Experience	30		(i)	Experience in 14.3.1 (a)	20	2.5 marks for each eligible project	(ii)	Experience in 14.3.1 (b)	10	2.5 marks for each eligible project	<p>We understand the project experience eligible for scoring are mentioned in clause 35 (a) and 35 (b) instead of the Clause 14.3.1 (a) and 14.3.1 (b)</p> <p>We request the authority to kindly confirm the same.</p>	Please refer corrigendum 2 Point no. (iii)
Technical Evaluation of Bids																								
S. No	Criteria	Max Marks	Scoring criteria																					
1	Project Experience	30																						
(i)	Experience in 14.3.1 (a)	20	2.5 marks for each eligible project																					
(ii)	Experience in 14.3.1 (b)	10	2.5 marks for each eligible project																					
14)	Clause 10, Page no. 14	<p>10. TENURE, COMMENCEMENT AND TERMINATION OF SERVICES</p> <p>Contract will be signed with the successful bidder for a period of one year (12 months). Contract period may be extended year to year basis for further two years on the basis of performance of the agency and at the sole discretion of MPTB. Terms and Conditions will remain same as per the RFP but deliverables will be decided by MPTB for each year separately after completion of 1st year.</p>	In case of extension of project, we hereby request the authority to kindly provide the escalation of about 10% for the Consultancy Fee for all the listed resources.	Please refer corrigendum 2 Point no. (vi)																				
15)	Clause-7, Page no 12	<p>Penalty for Delay:</p> <p>7.1 In case the Consultant fails to meet the above-mentioned deliverables, penalty may be imposed at the rate of 0.5% per month subject to maximum of</p>	The scope of work entails various steps from identification of new tourism projects, market assessment, feasibility assessment, stakeholder consultation, bid process	No change																				

		<p>5% of total fee paid per month to the Consultant subject to timely fulfilment of all corresponding/related obligations.</p> <p>7.2 MPTB has right to provide extension of time in deliverables if reason for delay is not in control of consultant. The decision of MD, MPTB shall be final and binding on consultant in this regard</p> <p>7.3 In case, the agency is not able to perform as per the satisfaction of the MPTB or in case of in-ordinary delay, the MPTB reserves the right to terminate the Contract.</p>	<p>management etc. The output of the various steps would be sometimes dependent on various factors such as unavailability of data, coordination with stakeholders and other interrelated factors which might not be necessarily completed/available within the stipulated time.</p> <p>Hence, we would like to request the authority for removal of the clause.</p>													
16)	Clause-8, Page no 12	<table><tr><th colspan="3">Penalties for resources:</th></tr><tr><th>Parameter</th><th>SLA</th><th>Penalty</th></tr><tr><td>Shortfall of Attendance of permanent resources</td><td>If a resource is absent for 7 consecutive working days without any reasonable cause then the resource will have to be replaced, if required.</td><td>Rs 50000 replacement penalty for each absentee related replacement during the term of the Project in addition to penalties for replacement of resources as applicable under S.No. 2 & 3</td></tr><tr><td>Substitution of resources from CV(s) provided during the technical evaluation</td><td>Substitution of only 2CVs will be allowed, out of all the CVs provided along with the technical bid for the period of</td><td>Penalty if Rs 1 Lakh per substitution of resources of those who's CVs have been provided along with the technical bid after the first 2 CVs. The penalty, however, shall not be applicable in case of requirement</td></tr></table>	Penalties for resources:			Parameter	SLA	Penalty	Shortfall of Attendance of permanent resources	If a resource is absent for 7 consecutive working days without any reasonable cause then the resource will have to be replaced, if required.	Rs 50000 replacement penalty for each absentee related replacement during the term of the Project in addition to penalties for replacement of resources as applicable under S.No. 2 & 3	Substitution of resources from CV(s) provided during the technical evaluation	Substitution of only 2CVs will be allowed, out of all the CVs provided along with the technical bid for the period of	Penalty if Rs 1 Lakh per substitution of resources of those who's CVs have been provided along with the technical bid after the first 2 CVs. The penalty, however, shall not be applicable in case of requirement	<p>We understand that the authority wants to ensure continuity of the team proposed for the assignment.</p> <p>However, we hereby request the authority to either remove the clause or relax the deductions.</p>	No change
Penalties for resources:																
Parameter	SLA	Penalty														
Shortfall of Attendance of permanent resources	If a resource is absent for 7 consecutive working days without any reasonable cause then the resource will have to be replaced, if required.	Rs 50000 replacement penalty for each absentee related replacement during the term of the Project in addition to penalties for replacement of resources as applicable under S.No. 2 & 3														
Substitution of resources from CV(s) provided during the technical evaluation	Substitution of only 2CVs will be allowed, out of all the CVs provided along with the technical bid for the period of	Penalty if Rs 1 Lakh per substitution of resources of those who's CVs have been provided along with the technical bid after the first 2 CVs. The penalty, however, shall not be applicable in case of requirement														

			<p>T+180 days (i.e. 180 days from commencement of the project). In case the bidder choose to replace any resource, they need to substitute the same with similar or better professional.</p>	<p>of replacement of CV beyond the control of the agency such as quitting the organization, death or any such exigencies</p>		
		Replacement of resources	<p>Resources initially deployed are not be replaced during the tenure of the project. In case resources are replaced, penalties will apply.</p>	<p>1st-2nd replacement- Rs 50000 per replacement 3rd-6th replacement- Rs 100000 per replacement ≥7th replacement- Rs 200000 per replacement</p> <p>The penalty, however, shall not be applicable in case of requirement of replacement of CV beyond the control of the agency such as quitting the organization, death or any such</p>		

			exigencies		
17)	Clause 41 Page no 27	Liquidated Damages 41.1 Liquidated Damages for error/variation In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Transaction Advisor and such error or variation is the result of negligence or lack of due diligence on the part of the Transaction Advisor , the <u>consequential damages</u> thereof shall be quantified by the Authority in a reasonable manner and recovered from the Transaction Advisor by way of deemed liquidated damages, subject to a maximum of <u>10% (10 per cent)</u> of the Contract Value.	We request the authority to change consequential damages to direct damages. Also, reduce the recovery from Transaction Advisor from 10% of the Contract Value to 5% of the Contract Value.	No change	
18)	Clause 45 Page no 33	Governing Law and Jurisdiction This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this RFP.	We request the authority to kindly add ‘subject to arbitration clause 51.4 below’ in this Clause. The clause may be modified as mentioned below: This RFP shall be construed and interpreted in accordance with and governed by the laws of India, <u>and subject to arbitration clause 51.4 below</u> the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to thisRFP.	No change	
19)	Clause 51 Page no 38	Settlement of Disputes Legally acceptable There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.	We request the authority to kindly modify the clause as mentioned below: 51.4.2 There shall be a sole arbitrator whose appointment <u>shall be mutually by the parties</u> or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.	No change	

20)	Clause 42.4 Page no 30 & 31	<p>Liability of the Transaction Advisor</p> <p>42.4.2. The Transaction Advisor shall, subject to the limitation specified in Clause 42.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>42.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Transaction Advisor or on the part of any person or firm acting on behalf of the Transaction Advisor in carrying out the Services, the Transaction Advisor, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i). for any indirect or consequential loss or damage; and (ii). for any direct loss or damage that exceeds (a) the contract Value set forth in the Financial bid, or (b) the proceeds the Transaction Advisor may be entitled to receive from any insurance maintained by the Transaction Advisor to cover such a liability in accordance with Clause 42.5.2, whichever of (a) or (b) is higher.</p> <p>42.4.4. This limitation of liability specified in Clause 42.4.3 shall not affect the Transaction Advisor 's liability, if any, for damage to Third Parties caused by the Transaction Advisor or any person or firm acting on behalf of the Transaction Advisor in carrying out the Services subject, however, to a limit equal to 3 (three) times the contract Value.</p>	<p>We request the authority to kindly modify the clause as mentioned below:</p> <p>42.4.2. The Transaction Advisor shall, subject to the limitation specified in Clause 42.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>42.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Transaction Advisor or on the part of any person or firm acting on behalf of the Transaction Advisor in carrying out the Services, the Transaction Advisor, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i). for any indirect or consequential loss or damage; and (ii). for any direct loss or damage that exceeds (a) the contract Value set forth in the Financial bid, or (b) the proceeds the Transaction Advisor may be entitled to receive from any insurance maintained by the Transaction Advisor to cover such a liability in accordance with Clause 42.5.2, whichever of (a) or (b) is higher.</p> <p>42.4.4. This limitation of liability specified in Clause 42.4.3 shall not affect the Transaction Advisor 's liability, if any, for damage to Third Parties caused by the Transaction Advisor or any person or firm acting on behalf of the Transaction Advisor in carrying out the Services subject,</p>	No change
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			however, to a limit equal to 3 (three) times the contract Value.	
21)	Clause 42.4 Page no 30 & 31	<p>Insurance to be taken out by the Transaction Advisor</p> <p>42.5.1 (a) The Transaction Advisor shall, for the duration of this RFP, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the RFP and in accordance with good industry practice.</p> <p>(b). Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Transaction Advisor shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this RFP.</p> <p>(d). Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Transaction Advisor and the Transaction Advisor shall procure an undertaking from the insurance company to this effect; provided that in the event the Transaction Advisor has a general insurance policy that covers the risks specified in this RFP and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Transaction Advisor or require an undertaking to that effect.</p> <p>42.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <p>(a). Third Party liability insurance as required under</p>	<p>We request the authority to kindly modify the clause as mentioned below:</p> <p>42.5.1. (a) The Transaction Advisor shall, for the duration of this RFP, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the RFP and in accordance with good industry practice.</p> <p>(b). Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Transaction Advisor shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this RFP.</p> <p>(d). Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Transaction Advisor and the Transaction Advisor shall procure an undertaking from the insurance company to this effect; provided that in the event the Transaction Advisor has a general insurance policy that covers the risks specified in this RFP and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the</p>	No change

		<p>Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;</p> <p>(b). employer's liability and workers' compensation insurance in respect of the Personnel of the Transaction Advisor in accordance with Applicable Laws; and</p> <p>(c). professional liability insurance for an amount no less than the contract Value.</p> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount quoted in financial bid for one year.</p>	<p>Authority as the sole beneficiary of the Transaction Advisor or require an undertaking to that effect.</p> <p>42.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <p>(a). Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;</p> <p>(b). employer's liability and workers' compensation insurance in respect of the Personnel of the Transaction Advisor in accordance with Applicable Laws; and</p> <p>(c). professional liability insurance for an amount no less than the contract Value</p> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount quoted in financial bid for one year.</p>	
22)	Clause 42.6 Page no 31	<p>Accounting, inspection and auditing</p> <p>The Transaction Advisor shall:</p> <p>(a). keep accurate and systematic accounts and records in respect of the Services provided under this RFP, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Transaction Advisor's costs and charges); and</p> <p>(b). permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the</p>	<p>We request the authority to include the following language as well:</p> <p><i>Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to Transaction Advisor's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Client to conduct such audit or request for information shall not be a competitor of Transaction Advisor and</i></p>	No change

		Authority.	<i>shall agree to confidential obligations with the Transaction Advisor.</i>	
23)	Clause 42.9 Page no. 32	<p>Documents prepared by the Transaction Advisor to be property of the Authority</p> <p>42.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Transaction Advisor (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Transaction Advisor agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Transaction Advisor.</p> <p>42.9.2. The Transaction Advisor shall, not later than termination or expiration of the contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Transaction Advisor may retain a copy of such Consultancy Documents. The Transaction Advisor or a Third Party shall not use these Consultancy Documents for purposes unrelated to this RFP without the prior written approval of the Authority.</p> <p>42.9.3. The Transaction Advisor shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due</p>	<p>We request the authority to kindly delete the Clause 42.9 and replace it with the following mentioned clause:</p> <p><i>Any information, advice, recommendations or other content of any reports, presentations or other communications the Bidder provide under this Agreement (“Reports”), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority's organization.</i></p> <p><i>The Transaction Advisor may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Transaction Advisor owns in performing the Services. Notwithstanding the delivery of any Reports, the Transaction Advisor retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Transaction Advisor compile and retain in connection with the Services (but not information provided by Authority reflected in them).</i></p>	No change

		to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Transaction Advisor or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.		
24)	Clause 42.11 Page no 33	<p>Accuracy of Documents</p> <p>The Transaction Advisor shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 25.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Transaction Advisor or arises out of its failure to conform to good industry practice. The Transaction Advisor shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.</p>	<p>We request the authority to kindly modify the clause as mentioned below:</p> <p>The Transaction Advisor shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 25.442, it shall indemnify shall be responsible to the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Transaction Advisor or arises out of its failure to conform to good industry practice. The Transaction Advisor shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.</p>	It is hereby clarified that that clause 25.4 shall be read as 42.4
25)	Clause 42.10 Page no 33	Providing access to Project Office and Personnel the Transaction Advisor shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Transaction Advisor and verify the records relating to the Services for his satisfaction.	We request the authority to kindly remove the clause from the RFP.	No change

26)		New Clause	<p>We request the authority to kindly include the following new clause:</p> <p>“Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.”</p>	Kindly refer clause 42.3- 'Confidentiality' of the RFP.
27)		New Clause	<p>We request the authority to kindly include the following new clause:</p> <p>“The Transaction Advisor may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Transaction Advisor reasonably determines that it can no longer</p>	Kindly refer clause 50.2- 'Termination of agreement by the Transaction Advisor' of the RFP.

			provide the Services in accordance with applicable law or professional obligations.”	
28)	Clause 12 Page no 15	SCHEDULE OF BIDDING PROCESS OF SELECTION OF AGENCY Bid Submission End Date - 30/05/2023 till 03:00 pm	We request the authority to provide atleast 3 weeks’ time post release of Response to pre-bid queries, to prepare the Comprehensive Technical Proposal	Please refer corrigendum 1
29)		New Clause	Draft Agreement We request the Authority to please share a copy of Draft Agreement	Please refer Annexure XV