

## Pre-Bid Queries for Request for Proposal (RFP)

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

No: 5409/2023/Planning/MPTB

System No: 2023\_MPTB\_299085

14/08/2023

S.N	RFP Clause and Page no.	Clause as stated in RFP			Query/Remark	Query response
RESURGENT INDIA LIMITED						
1)	14. ELIGIBILITY OF BIDDERS  Point No. 4 of the Table  Pg No.-17	S.No	Basic Criteria	Specific Criteria	Supporting documents to be submitted	No change
		4	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	Proof of turnover of the Company for the last 3 year duly certified by the auditor.	
		Suggestion: Sir, we request you to kindly consider average annual turnover of Rs. 30 Crore (Rupees Fifty Crore only) for the last 3 financial year viz FY 2020-21,2021-22 and 2022-23.				
2)	Clause 35- Eligible Assignments Point No. (b)  Page No. 25	Point No. (b) Experience of undertaking projects in India & abroad pertaining to transaction advisory services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)			Sir, we request you to kindly consider ongoing work for PPP projects in Tourism and hospitality.	No change Please refer clause 35 of the RFP

## INFRASTRUCTURE DEVELOPMENT CORPORATION (KARNATAKA) Ltd. [iDeCK]

1)	Clause 8- Penalties for Resources  Point No. 2 and 3 Page 13	<table border="1"> <thead> <tr> <th data-bbox="474 311 546 384">S.N.</th><th data-bbox="546 311 781 384">Parameter</th><th data-bbox="781 311 1352 384">SLA</th><th data-bbox="1352 311 1769 384">Penalty</th></tr> </thead> <tbody> <tr> <td data-bbox="474 384 546 692">2</td><td data-bbox="546 384 781 692">Substitution of CV(s) provided during the technical evaluation</td><td data-bbox="781 384 1352 692">           Substitution of only 2 CVs will be allowed, out of all the CVs provided along with the technical bid for the period of T+30 days (i.e. 30 days from commencement of the project).            In case the bidder chooses to substitute any CVs, they need to substitute the same with similar or better professional         </td><td data-bbox="1352 384 1769 692">Penalty of Rs. 1 Lakhs per substitution of CVs provided along with the technical bid after the first 2CVs.</td></tr> <tr> <td data-bbox="474 692 546 1155">3</td><td data-bbox="546 692 781 1155">Replacement of Resources</td><td data-bbox="781 692 1352 1155">Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.</td><td data-bbox="1352 692 1769 1155">           1<sup>st</sup> – 2<sup>nd</sup> replacement – Rs. 50,000 per replacement            3<sup>rd</sup>– 6<sup>th</sup> replacement – Rs. 100,000 per replacement            &gt;=7<sup>th</sup> replacement – Rs. 200,000 per replacement            The penalty however, shall not be applicable in case of requirement of replacement of resources beyond the control of the agency such death or any such exigencies.         </td></tr> </tbody> </table> <p><b>Suggestion:</b> Kindly considering removing the penalty clause or reduce the penalty fees at least by 50%.</p>	S.N.	Parameter	SLA	Penalty	2	Substitution of CV(s) provided during the technical evaluation	Substitution of only 2 CVs will be allowed, out of all the CVs provided along with the technical bid for the period of T+30 days (i.e. 30 days from commencement of the project). In case the bidder chooses to substitute any CVs, they need to substitute the same with similar or better professional	Penalty of Rs. 1 Lakhs per substitution of CVs provided along with the technical bid after the first 2CVs.	3	Replacement of Resources	Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.	1 <sup>st</sup> – 2 <sup>nd</sup> replacement – Rs. 50,000 per replacement 3 <sup>rd</sup> – 6 <sup>th</sup> replacement – Rs. 100,000 per replacement >=7 <sup>th</sup> replacement – Rs. 200,000 per replacement The penalty however, shall not be applicable in case of requirement of replacement of resources beyond the control of the agency such death or any such exigencies.	No change
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2)	Clause 9- Payment Terms  Point B.  Page No. 14	<table><tr><td colspan="3">B. Success fee for the completed assignments in Private Investment Mode</td></tr><tr><td>S. No</td><td>Stages of payment for PMU</td><td>Success fees as mentioned below on total estimated project investment amount</td></tr><tr><td>1.</td><td>Uploading of tender documents (RFP, DCA and PIM) on e-tender website</td><td>20% of the success fee*</td></tr><tr><td>2</td><td>Successful selection of a private entity and signing the agreement</td><td>80% of the success fees*</td></tr></table> <p>☞ On uploading of tender documents on e-tender website, MPTB will pay the success fee to the PMU and which will be later recovered from the successful Concessionaire for the project. The fee (total 100% fees) is recovered from the successful Concessionaire without any financial obligation to MPTB.</p> <p>☞ 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</p>	B. Success fee for the completed assignments in Private Investment Mode			S. No	Stages of payment for PMU	Success fees as mentioned below on total estimated project investment amount	1.	Uploading of tender documents (RFP, DCA and PIM) on e-tender website	20% of the success fee*	2	Successful selection of a private entity and signing the agreement	80% of the success fees*	<p>1 Request to remove Success Fee for the Consultancy work / TA Services provided.</p> <p>Request the fee to be changed as – 30% of total fee on submission of Feasibility Report 50% of the total fees on (1) Uploading of tender documents (RFP, DCA and PIM) on e-tender website. 20% of fee on Submission of Bid Evaluation Report</p> <p>In addition, we request you provide 25% of consultancy fee as a Success Fee on (2) Successful selection of a private entity and signing the agreement</p> <p>2 Request to modify the clause since this clause will not be applicable for Consultancy Fees: ‘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’</p>	No change
B. Success fee for the completed assignments in Private Investment Mode																
S. No	Stages of payment for PMU	Success fees as mentioned below on total estimated project investment amount														
1.	Uploading of tender documents (RFP, DCA and PIM) on e-tender website	20% of the success fee*														
2	Successful selection of a private entity and signing the agreement	80% of the success fees*														
3)	Clause12 Schedule of bidding process of selection of agency  Page No.16	<table><tr><td colspan="3">Schedule of bidding process of selection of agency</td></tr><tr><td>S.No</td><td>Activity</td><td>Date and Time</td></tr><tr><td>5</td><td>Bid Submission End Date</td><td>30/05/2023 till 03:00 pm</td></tr></table>	Schedule of bidding process of selection of agency			S.No	Activity	Date and Time	5	Bid Submission End Date	30/05/2023 till 03:00 pm	Since the point 3 (Clause 3) of the RFP suggests that the CV of all resources shall be submitted along with the technical bid document, we request a time extension of at- least 3 weeks.	No change			
Schedule of bidding process of selection of agency																
S.No	Activity	Date and Time														
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4)	<p>Clause 31 Earnest Money Deposit</p> <p>Sub-Clause 31.1</p> <p>Page No. 22</p>	<p>31.1The Bidder shall furnish, as part of its Bid, the Earnest Money Deposit (EMD) amount of Rs. 1,00,000/- (Rupees one Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2<sup>nd</sup> ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security.</p>	<p>According to Rule 170 of General Finance Rules 2017, there is an <b>Exemption on EMD / Bid Security in tenders for MSME business</b>. Since we are an MSME, we request you to kindly consider the same.</p> <p>We will share our MSME Registration Details along with our Bid Submission</p>	<p>No change</p>
5)	<p>Clause 35- Eligible Assignments</p> <p>Point No. (a)</p> <p>Page No. 25</p>	<p>(a)Experience of undertaking projects in India &amp; abroad pertaining to transaction advisory services for PPP projects in any sector (the “Eligible General Assignments”) <i>Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, completed the assignment having project cost of at least Rs. 100 Crore (one hundred crores) and where credit is being claimed by a Key Personnel, <b>the estimated cost of the assignment should be at least Rs. 10 crores (Rupees ten crores).</b></i></p>	<p>Please elaborate</p>	<p>Please refer clause 35 of the RFP</p> <p>Consultant should have experience of transaction advisory services for PPP project costing atleast 100 crores in any sector and whereas key personnel should have experience of transaction advisory services for PPP project costing atleast 10 crores in any sector</p>

6)	Clause 35- Eligible Assignments  Point No. (b)  Page No. 25)	(b)Experience of undertaking projects in India & abroad pertaining to transaction advisory services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)  <i>Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, completed the assignment having project cost of at least Rs. 25 Crore (Twenty-five crores) and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 1 crore (Rupees One crores).</i>	Please elaborate	It is hereby clarified that- Consultant should have experience of transaction advisory services for PPP project costing atleast 25 crores in tourism sector and whereas key personnel should have experience of transaction advisory services for PPP project costing atleast 01 crores in tourism sector
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### Sustainable Travel and Tourism Consultants (STTC), India

1)	Clause 14 Eligibility of Bidders  Point No. 1 Page No. 16	S.N	Basic Criteria	Specific Criteria	Supporting documents to be submitted	Request you to allow consortiums so that firms can bring in and integrate skills with respect to PPP Transaction as well as Technical Reports such as DPRs, etc.	No change
		1	Registered Entity	–An Applicant may be an independent private legal entity, partnership firm, limited liability partnership or a private limited company. –The agency should have been operational for at least 5 years. <b>–No consortium JV will be allowed</b>	Copy of Certificate of incorporation and Copy of PAN card		

2)	Clause 3 Resource Requirement Table- 2  Page No. 11	<table><tr><th colspan="3"><u>Table-2</u>    Part Time Resources*</th></tr><tr><td>7</td><td>Subject Matter Expert</td><td>As per project Requirements.</td></tr></table>	<u>Table-2</u> Part Time Resources*			7	Subject Matter Expert	As per project Requirements.	Request you to kindly mention the experience & domain requirements as the bidder is required to provide you with a man-day cost. It is suggested to keep it as a Tourism / PPP Domain Expert with experience of more than 20 years so that the person can provide guidance to the team whenever required.	No change
<u>Table-2</u> Part Time Resources*										
7	Subject Matter Expert	As per project Requirements.								

## Grant Thornton Bharat LLP

1)	Clause 3 Resource Requirement Table- 2  Page No. 11	<table><tr><th colspan="4"><b>Table-2 Part Time Resources*</b></th></tr><tr><td><b>Architect</b></td><td>Bachelor of Architecture (BArch)</td><td>Minimum 5 years of experience</td><td>Experience of working with Central/ State Governments/PSU for at least two relevant PPP projects in the last 3 years</td></tr><tr><td><b>Civil Engineer</b></td><td>Graduate in Civil Engineering</td><td>Minimum 5 years of experience</td><td>S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment</td></tr><tr><td><b>Subject Matter Expert</b></td><td colspan="3">As per project Requirements.</td></tr></table>	<b>Table-2 Part Time Resources*</b>				<b>Architect</b>	Bachelor of Architecture (BArch)	Minimum 5 years of experience	Experience of working with Central/ State Governments/PSU for at least two relevant PPP projects in the last 3 years	<b>Civil Engineer</b>	Graduate in Civil Engineering	Minimum 5 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment	<b>Subject Matter Expert</b>	As per project Requirements.			We understand that, as per the scope of work mentioned in the RFP, the team will be required to conceptualize, conduct site visits, prepare preliminary estimates, prepare conceptual drawings , Prepare prefeasibility report, Techno-economic feasibility report, investment banking report & other relevant reports as required. To carry out such activities, the civil engineer & architect may be required on full time basis to support the team. If these resources are being kept as part time resources, then it would be difficult to engage other resources of organization to engage with the SLPMU team for day to day support. Also, if we take these resources with	No change
<b>Table-2 Part Time Resources*</b>																				
<b>Architect</b>	Bachelor of Architecture (BArch)	Minimum 5 years of experience	Experience of working with Central/ State Governments/PSU for at least two relevant PPP projects in the last 3 years																	
<b>Civil Engineer</b>	Graduate in Civil Engineering	Minimum 5 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment																	
<b>Subject Matter Expert</b>	As per project Requirements.																			

			<p>experience in PPP projects, on part time basis, then it will be difficult to make them available every time as they are to be served through open market. Hence, we request to change the requirements of civil engineer &amp; Architect to full time resources. Then a ideal 5 member dedicated team can work as SLPMU of MPTB.</p>	
2)	<p>Clause 35. ELIGIBLE ASSIGNMENTS</p> <p>Page No. 24</p>	<p>Clause 35:- For the purposes of determining Conditions of Eligibility and evaluating the Proposals under this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last <b>10 (Ten)</b> years preceding the PDD, shall be deemed as eligible assignments (the “<b>Eligible Assignments</b>”):</p> <p>(a) Experience of undertaking projects in India &amp; abroad pertaining to transaction advisory services for PPP projects in any sector (the “<b>Eligible General Assignments</b>”)</p> <p>(b) Experience of undertaking projects in India &amp; abroad pertaining to transaction advisory services for PPP projects in Tourism and hospitality sector (the “<b>Eligible Specific Assignments</b>”)</p> <p>Provided that the Applicant firm claiming credit for an <b>Eligible General Assignment</b> shall have, prior to PDD, completed the assignment having project cost of at least <b>Rs. 100 Crore (one hundred crores)</b> and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 10 crores (Rupees ten crores).</p>	<p>We understand that, the role of the SLPMU team will be to conceptualize, conduct site visits, prepare preliminary estimates, prepare conceptual drawings, Prepare prefeasibility report, Techno-economic feasibility report, investment banking report &amp; other relevant reports as required. For the projects being viable under PPP mode, the Bid Advisory, transaction advisory service shall have to be rendered. There are many PPP projects in India being undertaken by different states in which projects are being conducted in different phases. For example, organization “A” may have done the feasibility part of it, Organization “B” may have done the Procurement Service &amp; there shall have been an Organization “C” serving as a PMU in the same department who was</p>	No change

		<p>Provided further that if the Applicant firm is claiming credit for an <b>Eligible Specific Assignment</b>, shall have, prior to the PDD, completed the assignment having <b>project cost of at least Rs. 25 Crore (Twenty-five crores)</b> and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least <b>Rs. 1 crore (Rupees one crore)</b>.</p>	<p>providing overall support to Department. The Project was made successful through joint effort of different exercises conducted time to time.</p> <p>Also, there are very less projects in India/abroad specifically in Tourism Sector in which Complete Transaction Advisory would have been done. Hence, feasibility, consultancy Service, PMU/PMA/PMC Services being milestones for a success of PPP Projects shall also be considered for evaluation purpose. We request authority to kindly consider feasibility/ consultancy Service/ PMU/PMA/PMC Service conducted for PPP Projects in any sector/Tourism Sector shall be considered.</p> <p>The clause may be revised as :</p> <p>(a) Experience of undertaking projects in India &amp; abroad pertaining to feasibility/consultancy/ Transaction advisory services for PPP projects in any sector (the "Eligible General Assignments")</p> <p>(b) Experience of undertaking projects in India &amp; abroad pertaining to feasibility/consultancy/ Transaction advisory services for PPP projects in Tourism and hospitality</p>	
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			sector (the “Eligible Specific Assignments”) This would enable larger organisations working dedicatedly in the Tourism & align Sector to participate.	
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Ernst & Young LLP				
1)	Clause 35 Eligible Assignments  Page no. 24	<p><b>35. ELIGIBLE ASSIGNMENTS</b></p> <p>Provided that the Applicant firm claiming credit for an <b>Eligible General Assignment</b> shall have, prior to PDD, completed the assignment having project cost of at least <b>Rs. 100 Crore (one hundred crores)</b> and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 10 crores (Rupees ten crores).</p> <p>Provided further that if the Applicant firm is claiming credit for an <b>Eligible Specific Assignment</b>, shall have, prior to the PDD, completed the assignment having <b>project cost of at least Rs. 25 Crore (Twenty-five crores)</b> and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least <b>Rs. 1 crore (Rupees one crore)</b>.</p> <p><i>Note:</i></p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. The completion certificate of each project (showing the project cost) issued by the client for which applicant firm/bidder is claiming credit, shall be submitted as a part of Annexure VII. 3)</li> <li>3. If the applicant firm/bidder is handling multiple projects under single work order like PMU/PMC then it has to submit separate completion certificate for each completed project mentioning the project cost issued by the client.</li> </ol>	<p>We request the authority to allow Letter of Award/Letter of Intent issued to Successful Concessionaire OR proof of complete fee received from the client for the respective project (Self certified or Certified by the CA/SA) OR any other proof which substantially proves that the respective project is completed.</p> <p>Also, many times the authority doesn't mention the Project Cost in the Completion Certificate issued to the consultant. Hence, we request the authority to allow other relevant proofs which substantially confirms the project cost.</p>	<p>It is hereby clarified that-</p> <p>The completion certificate of each project (showing the project cost) issued by the client for which applicant firm/bidder is claiming credit, shall be submitted.</p> <p>However in case the completion certificate does not contain project cost, then bidder can submit any other supporting document showing the project cost along with the completion certificate.</p>

2)	Clause 32 Performance Security  Page no 22	32. PERFORMANCE SECURITY  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.	We request the authority to kindly reduce the Performance Security from 10% to 3%.	No change
3)	Clause 1 Background  Sub-Clause 1.2  Page no. 5	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.	We request the authority to provide the <b>escalation of atleast 10%</b> for month remuneration of each resource after the completion of deployment for 1 year.	Please refer clause 10 of the RFP-  <b>"10. Tenure, Commencement And Termination Of Services</b>  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 with <b>an increment of 10% per annum in the fees."</b>
4)	Clause 3 Resource Requirement Page no. 11	Apart from the above following * The payment of the part time resources shall be on Pro-rata basis post the 1 man month (22 days) of time allocation per annum. The CVs of all resources to be provided in technical bid. CV of subject matter resources to be submitted as and when required. MPTB reserves the right to approve/ask for replacement of these CVs.	We request the authority to kindly make the payment of the part-time resources on Pro-rata basis on monthly basis.	Kindly refer clause 9- Point A: <b>"Lump-sum monthly retainership fee for deployment of personnel for the TAS"</b> of the RFP.

5)	Clause 4 Project Location Page no. 11	4.1. The TA team will be required to work in Madhya Pradesh throughout the duration of the project. TA Team will be placed at MPTB office Bhopal. The Services shall be performed at the locations defined by MPTB and at such locations as are incidental thereto, including Paryatan Bhavan, MPSTDC and project sites.	We understand that the expenses of travel and accommodation of Part Time Resources and Subject Matter Experts would be provided by the authority. We request the authority to kindly clarify the same.	No such expenses shall not be provided by the MPTB												
6)	Clause 3 Resource Requirement  Page no. 10	<b>3. RESOURCE REQUIREMENT</b>  <b>1. Team Leader - cum-PPP Expert</b> <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 8 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 Assignments</td></tr></table>	Minimum Educational Qualifications	Master's degree in Management (MBA/PGDBM)	Length of Professional Experience	Minimum of 8 years' experience	Experience on Eligible Assignment	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignments	We request the Authority to kindly consider the following:  <b>1. Team Leader - cum-PPP Expert</b> <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 <b>8 years'</b> experience</td></tr><tr><td>Experience on Eligible Assignment</td><td><b>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.</b></td></tr></table>	Minimum Educational Qualifications	Master's degree in Management (MBA/PGDBM)	Length of Professional Experience	Minimum of <b>8 years'</b> experience	Experience on Eligible Assignment	<b>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.</b>	No Change
Minimum Educational Qualifications	Master's degree in Management (MBA/PGDBM)															
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7)	Clause 3 Resource Requirement  Page no. 10	<b>3. RESOURCE REQUIREMENT</b>  <b>2. Tourism Expert</b> <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 5 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 5 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:  <b>2. Tourism Expert</b> <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 <b>5 years'</b> 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 DPR / feasibility reports/ master planning/ transaction advisory, etc.</td></tr></table>	Minimum Educational Qualifications	Post-Graduate in Tourism / Management / Planning / Hospitality	Length of Professional Experience	Minimum <b>5 years'</b> of experience	Experience on Eligible Assignment	Experience of working on PPP assignments in infrastructure / tourism sector including preparation of DPR / feasibility reports/ master planning/ transaction advisory, etc.	No Change
Minimum Educational Qualifications	Post-Graduate in Tourism / Management / Planning / Hospitality															
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8)	Clause 3 Resource Requirement  Page no. 10	<b>3. RESOURCE REQUIREMENT</b>  <b>3. Finance Expert</b> <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>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 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:  <b>3. Finance Expert</b> <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 <b>5 years'</b> of experience</td></tr><tr><td>Experience on Eligible Assignment</td><td><b>Experience of working on PPP assignments in infrastructure / tourism</b></td></tr></table>	Minimum Educational Qualifications	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Length of Professional Experience	Minimum <b>5 years'</b> of experience	Experience on Eligible Assignment	<b>Experience of working on PPP assignments in infrastructure / tourism</b>	No Change
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	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment															
Minimum Educational Qualifications	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA															
Length of Professional Experience	Minimum <b>5 years'</b> of experience															
Experience on Eligible Assignment	<b>Experience of working on PPP assignments in infrastructure / tourism</b>															

				sector including preparation of financial model, financial feasibility and analysis, project structuring , drafting of bid documents, bid process management, etc.												
9)	Clause 3 Resource Requirement  Page no. 11	<b>3. RESOURCE REQUIREMENT</b>  <b>5. Architect</b> <table><tr><td>Minimum Educational Qualifications</td><td>Bachelor of Architecture (BArch)</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	Bachelor of Architecture (BArch)	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 clarify the role and responsibility of an Architect. Further, we request the Authority to kindly consider the following:  <b>5. Architect</b> <table><tr><td>Minimum Educational Qualifications</td><td>Bachelor of Architecture (B.Arch)</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 <b><u>for any infrastructure project in last 3 years</u></b></td></tr></table>	Minimum Educational Qualifications	Bachelor of Architecture (B.Arch)	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	Experience of working with Central/ State Governments/PSU <b><u>for any infrastructure project in last 3 years</u></b>	Kindy refer Point No. 1 of Corrigendum 1
Minimum Educational Qualifications	Bachelor of Architecture (BArch)															
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															
Minimum Educational Qualifications	Bachelor of Architecture (B.Arch)															
Length of Professional Experience	Minimum 5 years' of experience															
Experience on Eligible Assignment	Experience of working with Central/ State Governments/PSU <b><u>for any infrastructure project in last 3 years</u></b>															

10)	Clause 3 Resource Requirement  Page no. 11	<b>3. RESOURCE REQUIREMENT</b>  <b>6. Civil Engineer</b> <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:  <b>6. Civil Engineer</b> <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><b>Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.</b></td></tr></table>	Minimum Educational Qualifications	Graduate in Civil Engineering	Length of Professional Experience	Minimum 5 years' of experience	Experience on Eligible Assignment	<b>Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.</b>	Kindy refer Point No. 2 of Corrigendum 1
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	<b>Experience of working on assignments in infrastructure / tourism sector including preparation of block cost estimates/ preparation of DPR / feasibility report etc.</b>																	
11)	Clause 14. ELIGIBILITY OF BIDDERS  Point No. 4 of the Table  Pg No.-17	<table><tr><th>S.No</th><th>Basic Criteria</th><th>Specific Criteria</th><th>Supporting documents to be submitted</th></tr><tr><td>4</td><td>Financial Strength</td><td>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-</td><td>Proof of turnover of the Company for the last 3 year duly certified by the auditor.</td></tr></table>	S.No	Basic Criteria	Specific Criteria	Supporting documents to be submitted	4	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-	Proof of turnover of the Company for the last 3 year duly certified by the auditor.	We request the authority that turnover of <b>100 Crore</b> to be considered instead of 50 Crore to allow competitive bidding and participation from reputed consulting firms having experience of providing Transaction Advisory Services.	No change						
S.No	Basic Criteria	Specific Criteria	Supporting documents to be submitted															
4	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-	Proof of turnover of the Company for the last 3 year duly certified by the auditor.															

		22 and 2022-23		
12)	<p>Clause-41 Liquidated Damages</p> <p>Page no 27</p>	<p>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.</p>	<p>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.</p>	No change
13)	<p>Clause 45 Governing Law and Jurisdiction</p> <p>Page no 34</p>	<p>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.</p>	<p>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:</p> <p>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.</p>	No change
14)	<p>Clause 51 Settlement of Disputes</p> <p>Sub Clause 51.4- Arbitration</p> <p>Page no 38</p>	<p>Sub Clause 51.4- Arbitration</p> <p><b>51.4.2</b> 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.</p>	<p>We request the authority to kindly modify the clause as mentioned below:</p> <p>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</p>	No change

			made in accordance with the Rules.	
15)	<p>Clause 42.4 Liability of the Transaction Advisor</p> <p>Page no 31</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 <del>or likely to accrue</del> due to deficiency in Services rendered by it.</p> <p>42.4.3. The Parties hereto agree that <del>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,</del> 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</p>	No change



			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.	
16)	<p>Clause 42.4 Insurance to be taken out by the Transaction Advisor</p> <p>Page no 31</p>	<p><b>42.5.1</b> (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><b>42.5.2.</b> 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,</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, <del>but on terms and conditions approved by the Authority,</del> 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><del>(d). Except in case of Third Party liabilities, the insurance policies so</del></p>	No change

		<p>with a minimum coverage of Rs. 1 (one) crore;  (b). employer's liability and workers' compensation insurance in respect of the Personnel of the Transaction Advisor in accordance with Applicable Laws; and  (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><del>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.</del></p> <p>42.5.2. The Parties agree that the risks and coverages shall include <del>but not be limited to</del> the following:  (a). Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;  (b). employer's liability and workers' compensation insurance in respect of the Personnel of the Transaction Advisor in accordance with Applicable Laws; and  (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>	
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17)	<p>Clause 42.6 Accounting, inspection and auditing</p> <p>Page no 32</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 Authority.</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 shall agree to confidential obligations with the Transaction Advisor.</i></p>	No change
18)	<p>Clause 42.9 <b>Documents prepared by the Transaction Advisor to be property of the Authority</b></p> <p>Page no. 33</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</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</i></p>	No change

		<p>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 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.</p>	<p><i>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>	
19)	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
20)	Clause 12 Page no 16	<p>SCHEDULE OF BIDDING PROCESS OF SELECTION OF AGENCY</p> <p>Bid Submission End Date - 11/09/2023 till 03:00 pm</p>	We request the authority to provide atleast 3 weeks' time post release of Response to pre-bid queries, to prepare the Comprehensive Technical Proposal	No change

