

CORRIGENDUM-VI

Ref. Tender Notice No.: SMP/KDS/LND/01-2021, Dt:28.05.2021

Name of Work:- Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata

Reference to subject tender, please find the following vide this CORRIGENDUM-VI, Dated 17.08.2021 :

- I) **Amendments in RFP & Authority's Reply to Prebid queries of bidders** enclosed herewith
- II) **Major Port Authorities Act, 2021** : The document, Major Port Authorities Act, 2021 is available in the website : <https://smpportkolkata.shipping.gov.in/> under heading "Major Port Authorities Act, 2021" .

Bidders are requested to upload this "**CORRIGENDUM -VI**" duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as a token of acknowledgement and acceptance.

All other terms & conditions and Clauses will remain same as per original.

A handwritten signature in black ink, followed by the date '17/8/21' written in a similar style.

**Estate Manager,
Estate Division
Syama Prasad Mookerjee Port, Kolkata**

Name of Work:-Request For Proposal for Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of landuse and infrastructure under Kolkata Dock System of SMP, Kolkata.

SL	REF. CLAUSE / PAGE NO.	In Place of				To be Read as (changed portion is highlighted)			
1	Page : 8 Clause : 2.8	SI N	Key personnel	Responsibilities	Qualification Criterion	S N	Key personnel	Responsibilities	Qualification Criterion
		I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres of SMP, Kolkata land (T+8 months)				IV. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres of SMP, Kolkata land (T+8 months)			
		3	Urban Designer (International)	He/She shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands by introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.	3	Urban Designer (International)	He/She shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands by introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.
		5	Infrastructure Expert	He/She shall be responsible for preparation of strategies for Water supply, Sewerage, Storm water drainage and Solid waste management in the planning area based on designed population and recommendations for in-situ, centralized/decentralize	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	5	Infrastructure Expert	He/She shall be responsible for preparation of strategies for Water supply, Sewerage, Storm water drainage and Solid waste management in the planning area based on designed population and recommendations for in-situ, centralized/decentralized treatment facilities and integration with existing city level system.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.
						7	Transaction cum PPP Expert	He/She shall be responsible for identification, formulation and implementation of PPP	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and

				all approvals required for the project by liasoning with different agencies and authorities.				introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	international experience of minimum 5 years' in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.
		2	Urban Designer (International)	He/She shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands by introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.				
		3	Infrastructure Expert	He/She shall be responsible for preparation of strategies for Water supply, Sewerage, Storm water drainage and Solid waste management in the planning area based on designed population and recommendations for in-situ, centralized/decentralized treatment facilities and integration with existing city level system.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.				
		VI. Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months):							
		B. Program Expert Team							
		2	Transaction cum PPP Expert	He/She shall be responsible for formulation and implementation of PPP projects through promoting Investment	MBA (finance)/ any equivalent Post Graduation with minimum 7 years' experience in advisory services for large scale infrastructure projects with project cost of atleast Rs 500 Crore for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project monetization				
		III. Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months):							
		A. Program Expert Team							
		2	Transaction cum PPP	He/She shall be responsible for	MBA (finance)/ any equivalent Post Graduation with minimum				

			Expert	formulation and implementation of PPP projects through promoting Investment	7 years' experience in advisory services for large scale infrastructure projects with project cost of at least Rs 500 Crore for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project monetization models in infrastructure sector on PPP or other forms of private sector participation in last 10years.				models in infrastructure sector on PPP or other forms of private sector participation in last 10 years
		6	PR cum Branding cum Creative Expert	Shall be responsible for planning publicity strategies and campaigns, providing information about new promotional opportunities and current PR campaigns progress, analysing media coverage. Design a research-based brand strategy, Conduct field research, Develop and execute marketing campaigns, Measure and report on success of different government campaigns.	Bachelor degree in Business Administration/ Journalism with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres				
2	Page : 14	The Team Leader shall be available for the entire duration of the				The Team Leaders during Plan preparation shall be available for the entire			

	Clause : 2.8 Note-IV	assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co-ordination required for the assignment.	duration of the assignment and shall be deployed onsite at client location for minimum 10 working days in a month for important meetings and presentations and for overall co-ordination required for the assignment.
3	Page : 16 Clause : 2.10 iii	II. Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.	II. Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.
4	Page : 16 Clause : 2.10 iii	III. Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.	III. Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.
5	Page : 16 Clause : 2.10 iii	IV. Program/Project Management Unit (PMU) experience: The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects	IV. Program/Project Management Unit (PMU) experience: The bidder should have experience of projects related to program/project management assignment for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale

		with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.								infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.							
6	Page : 46 Clause : 5.3 iv	<p>Marketing Activities: The Consultant has to carry out the entire Marketing Process for Five years for the project of first phase of Kolkata Port township. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in selection and assist SMP, Kolkata to complete the formalities of allotment.</p> <p>Device all the marketing materials, advertisement campaigns, EOIs, RFPs documents, Letters of Intent (LoI), Letter of Allotment (LoA), Estate monitoring systems etc. SMP, Kolkata will bear the expenditure of events. But the cost of visits to prospective investors if any shall be borne by the Consultant.</p>								<p>Marketing Activities: The Consultant has to carry out the entire Marketing Process for Three years for the project of first phase of Kolkata Port township. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in selection and assist SMP, Kolkata to complete the formalities of allotment.</p> <p>Device all the marketing materials, advertisement campaigns, EOIs, RFPs documents, Letters of Intent (LoI), Letter of Allotment (LoA), Estate monitoring systems etc. SMP, Kolkata will bear the expenditure of events. But the cost of visits to prospective investors if any shall be borne by the Consultant.</p>							
7	Page : 92 Form 15	SI	Position	Name	No	Location	Time Input in Man-Months	Rate per Man Month (in INR)	Total Remuneration (INR)	SI	Position	Name	No	Location	Time Input in Man-Months	Rate per Man Month (in INR)	Total Remuneration (INR)
					(A)		(B)	(C)	D= (A*B*C)				(A)		(B)	(C)	D= (A*B*C)
		II. Stage II (PMU Phase): Transaction Advisory & Program Management Support Unit (T+12 TO T+48 months)								II. Stage II (PMU Phase): Transaction Advisory & Program Management Support Unit (T+12 TO T+48 months)							
		Program Expert team								Program Expert team							
		1	Project Manager cum Team Leader			PO (SMPK OFFICE)				1	Project Manager cum Team Leader			PO (SMPK OFFICE)	36		
										2	Transaction cum PPP Expert			PO	36		
										3	Real Estate Expert			PO	36		
										4	Architect cum Urban Planner			PO	36		
										5	Civil engineering Expert			PO	36		
										6	PR cum Branding cum Creative Expert			PO	30		
		2	Transaction cum PPP Expert			PO											
						HO											
		3	Real Estate Expert			PO											
						HO											
		4	Architect cum Urban Planner			PO											
						HO											
		5	Civil engineering Expert			PO											
						HO											

		6	PR cum Branding cum Creative Expert			PO				
						HO				
8	Page : 74 Form 3	<p>XIII. Has the bidder or lead member (as nominated by the Consortium Members) have the one of the principal business in Government Advisory/ Project Management Consultancy/ Urban Planning & Architecture, Engineering expertise etc Yes/No</p> <p>XV. Have the bidder Establishment in India for at least 10 years i.e prior to proposal due date. Yes/No</p> <p>XVIII. The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered. Yes/No</p> <p>XIX. The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, review or preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement. Yes/No</p>								
		<p>XIII. Has the bidder or lead member (as nominated by the Consortium Members) have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization. Yes/No</p> <p>XV. Have the bidder Establishment in India for at least 3 years i.e prior to proposal due date. Yes/No</p> <p>XVIII. The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered. Yes/No</p> <p>XIX. The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, review or preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement. Yes/No</p> <p>XX. The bidder should have experience of projects related to program/project</p>								

		XX. The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date. Yes/No				management assignment for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date. Yes/No			
9	Page : 59 APPENDIX III	FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s._____ should interalia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Kolkata for a sum of Rs. _____ (Rupees _____ only) being 10% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.				FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s._____ should interalia furnish a guarantee of a Nationalized Bank/Schedule Bank having its branch in Kolkata for a sum of Rs. _____ (Rupees _____ only) being 3% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.			
10	Page : 50 Clause : 6.1 Note iv	(iv) Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted to consultant.				(iv) Unless the submission of the earlier stage of work is done, there will be no submission for next stage.			
11	Page : 104 ANNEXURE IV					Revised format as attached below			
12	Page : 49 Clause : 6.1	STAGE II: Transaction Advisory and Program Management Support Phase During this phase the payment for the PMU will be disbursed quarterly based on actual deployment of manpower upon submission of quarterly status & progress reports by the Bidder and review of the same by SMPK.				STAGE II: Transaction Advisory and Program Management Support Phase During this phase the payment for the PMU will be disbursed monthly based on actual deployment of manpower upon submission of monthly status & progress reports by the Bidder and review of the same by SMPK.			
13	Page : 25 Clause : 3.1.6.1	SL N	PARTICULARS	MAX MARKS	CRITERIA	SL N	PARTICULARS	MAX MARKS	CRITERIA
		1	Category A: Master Planning Experience	8		1	Category A: Master Planning Experience	8	

		a	The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.	4	For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks. Eg. Explanatory Examples: (a) One project of 1000 acres – 2 marks (b) One project of 1500 acre or One project of 1000 acre and another project of 500 acre – 2 +0.5 Marks (c) Two projects of 1000 acre each or One project of 1000 acre and two projects of 500 acre each – 2+1Marks (d) Three projects of 1000 acre each or One project of 1000 acre and three projects of 500 acre each – 2+1.5 Marks & so on		a	The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.	4	For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks. Eg. Explanatory Examples: (a) One project of 1000 acres – 2 marks (b) One project of 1000 acre and another project of 500 acre– 2+0.5 Marks (c) Two projects of 1000 acre each or One project of 1000 acre and two projects of 500 acre each– 2+1Marks (d) Three projects of 1000 acre each or One project of 1000 acre and four projects of 500 acre each – 2+1.5 Marks & so on
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			<p>The Bidder or the Consortium should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km stretch of water front.</p>	2	<p>For one project, 1 mark will be awarded. For every additional similar project or additional 100% area, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks.</p> <p>The water front should increase in proportion to area</p> <p>Eg. Explanatory Examples:</p> <p>(a) One project of 100 acre or more & min waterfront 1 Km – 1 mark</p> <p>(b) Two projects of 100 acre or more & min waterfront 1 Km each – 1 +0.5 marks</p> <p>(c) One project of 200 acre or more & min waterfront 2 Km – 1+0.5 marks</p> <p>(d) Two projects of 200 acre or more & min waterfront 2 Km each – 1+1 Marks</p>		<p>The Bidder or the Consortium should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km continuous stretch of water front.</p>	2	<p>For satisfying the minimum criteria, 1 mark will be awarded. For every additional similar project or additional 100% area, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks.</p> <p>The water front should increase in proportion to area</p> <p>Eg. Explanatory Examples:</p> <p>(a) One project of 100 acre & min waterfront 1 Km – 1 mark</p> <p>(b) Two projects of 100 acre & min waterfront 1 Km each – 1 +0.5 marks</p> <p>(c) One project of 200 acre & min waterfront 2 Km – 1+0.5 marks</p> <p>(d) Two projects of 200 acre & min waterfront 2 Km each – 1+1 Marks</p>
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Annexure-IV

Evaluation of The Key personnel as para 3.1.6.1 page 23 of RFP

Name of the Bidders:

Consortium member –

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
1	Program cum Strategic Management Expert- Team Leader	MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred	10	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted and should have led at least one project in either category C or D as defined in the eligible assignments. 2 marks per project will be allotted to a maximum of 10 marks. International experience will be preferred.						
2	Urban & Regional	Bachelor Degree in Architecture/Planning/Civil	10	If the key person fulfils the minimum						

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
	Planner-Associate Team Leader	Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each		Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 acre, 2 marks will be allotted to a maximum of 10 marks.						
3	Urban Designer (International)	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area	8	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1.5 marks will be allotted for every additional experience of international waterfront mixed						

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
		outside India.		use development project of equal area as mentioned in "Key Personnel Table",.						
4	Real Estate Expert	MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	8	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. Additional 1 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",						
5	Financial cum Economic Expert	MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys.	6	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. Additional 0.5 mark will be allotted for every additional experience of equivalent criteria						

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
		<p>Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage.</p> <p>He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments.</p> <p>Experience of working under the Eligible Assignments under Categories A, B & C will be evaluated.</p>		mentioned in "Key Personnel Table".						
6	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 1 mark will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table".						
7	Transaction cum PPP Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two	2							

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
		projects of Rs 500 cr (Rs 5000 million) for <i>central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.)/private clients</i> in India or abroad as defined in category C of eligible assignments								
8	Urban Mobility Expert	To plan for Transit-oriented development in the project site having multiple interfaces with road, rail and river transport. To plan for promotion of NMT and pedestrianization. To plan for river-based transport options.	2							
9	Port Sector Expert	MBA or ME/MTECH with minimum 10 years'experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.	2							

PREBID QUERIES REPLY

SL	REF. CLAUSE / PAGE NO.	Sub-Section	CONTENT OF THE RFP REQUIRING CLARIFICATION	BIDDER'S QUERIES / SUGGESTION	SMPK REPLY
1. <u>BIDDER : DELOITTE</u>					
1	Data Sheet	Background	Proposal Due Date 30.06.2021	<p>We would like to highlight that the COVID lockdown in West Bengal has been extended till 1st July 2021. We would like to submit that the site visit can be undertaken only post this date. We request to revise last date of submission of bid to: 3 weeks from the date of clarification to pre-bid queries by the Client or the Site visit, whichever is later.</p> <p>We are making this request to accommodate the necessary changes and for internal approvals basis pre-bid responses as well as to ensure an informed proposed meeting your expectation.</p>	Accepted
2	Section 1	Background	SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system	We request you to kindly make available the relevant reports/plan /drawings to the Consultants	Refer Addendum II as published.
3	Section 1	Project	Kolkata has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately	We request you to kindly make available the relevant reports/plan /drawings to the Consultants	Will be made available to successful bidder

4	Section 1	Project	<p>Kolkata has approximately 4543 acres of land under KDS which comprise of 1480 acre under Port own use, 421 acres under Custom bond and remaining land of 2642 acre (Page 2)</p> <p>SMP, Kolkata has done a tentative demarcation of the land area under Port & Port allied use and Township use keeping the area under Custom bonded as fixed, which is as follows (Page 3):</p> <table><tr><td>Custom Bonded Area</td><td>421 Acres</td></tr><tr><td>Port and Port Allied Area</td><td>2413 Acres</td></tr><tr><td>Township Area</td><td>1709 Acres</td></tr><tr><td>Total</td><td>4543 Acres</td></tr></table>	Custom Bonded Area	421 Acres	Port and Port Allied Area	2413 Acres	Township Area	1709 Acres	Total	4543 Acres	Request you to reconfirm the Area Statement	Breakup given in Page 2 is the existing situation. Breakup of land given is Page 3 is the proposed land categorization done by SMPK internally for giving a broad outline to the bidders based on upcoming PGLM provisions however keeping the land under Custom bond as fixed, the land area proposed for Port & Port allied use & Township use has to be identified & demarcated by the Consultant during Vision & Strategic conceptual Master plan stage.
Custom Bonded Area	421 Acres												
Port and Port Allied Area	2413 Acres												
Township Area	1709 Acres												
Total	4543 Acres												
5	Section 1	Scope of Work	<p>The township area is to be further divided into:</p> <p>Redevelopment Area: Area of Township Land which will be redeveloped on Smart Green City principles</p> <p>Renewal Area: Renewal of leases and licenses to existing lessees/licensees in Non-Redevelopment Areas</p> <p>Rehabilitation Area: Area which will used for rehabilitation of existing slums, unauthorized tenants, encroachments etc. from redevelopment area</p>	<p>Request you to kindly provide the area statement for the renewal area and rehabilitation area</p> <p>Also, request you to kindly provide a map indicating the redevelopment area, renewal area and rehabilitation area.</p>	To be identified & demarcated by the Consultant during Vision & Strategic conceptual Master plan stage.								
6	Section 1	Scope of Work	SMP intends to prepare a Conceptual Master Plan of 4122 acres land of KDS for Port development, Port allied development and Township development	<p>We understand that the Vision and Strategic Conceptual Master Plan needs to be undertaken for the Port and Port Allied Area (2413 acres) and the Township Area (1709 acres) i.e. 4122 acres.</p> <p>Detailed Master Plan, Infrastructure design, Investment promotion & Marketing Strategy and</p>	<p>Vision and Strategic Conceptual Master Plan to be done for total 4122 acres of land.</p> <p>Detailed Master Plan, Infrastructure design, Investment promotion &</p>								

				Business Development plan is to be prepared for the Township Redevelopment Area (429 acres) Please clarify.	Marketing Strategy and Business Development plan is to be prepared for the Township Redevelopment Area (429 acres) - Yes
7	Section 1	Schedule of Selection Process	PMU will have to interact with all the stakeholders and authorities to obtain their consensus for approval of the Plans at various stages and quick implementation of the project.	We understand that the Client will facilitate the Process of obtaining approvals from competent Authorities.	Yes
8	Section 2	Pre-Proposal Visit to the Site	Presentation on Approach, Methodology and Concept Design – to be informed	We request you to intimate the bidders, at least 7 days prior to the scheduled date of the presentation.	Accepted
9	Section 2	General Instruction	Prospective bidders may visit the site and review the available data at any time prior to Proposal Due Date	We understand that the site visit can be undertaken only after relaxation of lockdown restriction issued by the Government of West Bengal. Please confirm.	Yes.
10	Section 2	Key Personnel	The bidder shall submit its Proposal in the form and manner specified in this Clause 2.2 of the RFP. The Technical proposal shall be submitted in the forms at Section-6, Forms 1 to 13 along with Key Submissions & Approach & Methodology & Concept Design	We would like to highlight that the detailed conceptual design at the bidding stage is not realistic as it entails significant effort, cost and may require additional time than that envisaged. We understand that the Consultant shall provide Point of View (POV) for the concept design for the purpose of proposal submission and the presentation. Please confirm our understanding.	Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder's team is mandatory.
11	Section 2	Key Personnel	Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres, and Expert Personnel required for Part II Detailed Master Planning of 429 acres of Township Redevelopment Area	We understand that no onsite deployment of resource would be required during Stage I of Formulating Vision, Strategy and Concept Master Plan and Stage II i.e Detailed Master Planning of 429 acres of Township Redevelopment Area. Please clarify.	No onsite deployment of resources required during Stage I of Formulating Vision, Strategy and Concept Master Plan and Stage II i.e Detailed Master Planning of 429 acres of Township Redevelopment Area. However Team Leader should be present onsite for atleast 10 days in a month and other

					expert manpower needs to be present during review meetings, presentations and as and when required for carrying out the scope of work as per TOR.												
12	Section 2	Key Personnel	<div>Expert Personnel required for Part I</div> <table><thead><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr></thead><tbody><tr><td>Urban Regional Planner (Associate Team leader)</td><td>Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each</td></tr></tbody></table> <div>Expert Personnel required for Part II</div> <table><thead><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr></thead><tbody><tr><td>Urban Regional Planner (Associate Team leader)</td><td>Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of overall 10</td></tr></tbody></table>	Key Personnel	Qualification Criteria	Urban Regional Planner (Associate Team leader)	Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	Key Personnel	Qualification Criteria	Urban Regional Planner (Associate Team leader)	Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of overall 10	<div>We request for a modification in the experience as follows:</div> <table><thead><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr></thead><tbody><tr><td>Urban Regional Planner (Associate Team leader)</td><td>Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 10 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each</td></tr></tbody></table>	Key Personnel	Qualification Criteria	Urban Regional Planner (Associate Team leader)	Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 10 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	For both Part I & Part II Urban Regional Planning Expert is essentially same as below: Bachelor’s degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each
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				years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India						
13	Section 2	Key Personnel			We request for a modification in the experience as follows:	Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India				
			Key Personnel	Qualification Criteria						
			Infrastructure Expert	Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India						
					<table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>Infrastructure Expert</td><td>Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 10 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India</td></tr></table>	Key Personnel	Qualification Criteria	Infrastructure Expert	Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 10 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India	
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14	Section 2	Other Non-Key Personnel	<table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>Infrastructure Expert</td><td>MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments</td></tr></table>	Key Personnel	Qualification Criteria	Infrastructure Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments	We request for a modification in the experience as follows: <table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>Infrastructure Expert</td><td>MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 250 cr (Rs 2500 million) as defined in category C of eligible assignments</td></tr></table>	Key Personnel	Qualification Criteria	Infrastructure Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 250 cr (Rs 2500 million) as defined in category C of eligible assignments	Not clear
Key Personnel	Qualification Criteria												
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15	Section 2	Expert Personnel required for Part III	Other Non-Key Personnel Pool (Pen profile should be shared but no evaluation will be done)	We understand that onsite deployment of Non-Key Personnel and Support Staff would not be required during Stage I and Stage II of the assignment	No full time deployment required during Stage I and Stage II of the assignment. However Non-Key Personnel and Support Staff needs to be present onsite as and when required for carrying out the scope of work as per TOR and proposed Approach & Methodology.								
16	Section II	Expert Personnel required for Part III	Transaction cum PPP Expert (Stage III) <table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>Transaction cum PPP Expert</td><td>MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments</td></tr></table>	Key Personnel	Qualification Criteria	Transaction cum PPP Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments	We request for a modification in the experience as follows: <table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>Transaction cum PPP Expert</td><td>MBA (finance)/ any equivalent Post Graduation with 10 years' experience in PPP projects and should have completed at least two projects of cumulative value of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments</td></tr></table>	Key Personnel	Qualification Criteria	Transaction cum PPP Expert	MBA (finance)/ any equivalent Post Graduation with 10 years' experience in PPP projects and should have completed at least two projects of cumulative value of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments	Transaction cum PPP Expert (Part III) as per RFP is as follows: MBA (finance)/ any equivalent Post Graduation with minimum 7 years' experience in advisory services for large scale infrastructure projects with project cost of at least Rs 500 Crore for Government clients in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project
Key Personnel	Qualification Criteria												
Transaction cum PPP Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed at least two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments												
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					monetization models in infrastructure sector on PPP or other forms of private sector participation in last 10 years								
17		Eligibility Criteria	<div>PR cum Branding cum Creative Expert-</div> <table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>PR cum Branding cum Creative Expert</td><td>Bachelor’s degree in business Administration/ Journalism with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres</td></tr></table>	Key Personnel	Qualification Criteria	PR cum Branding cum Creative Expert	Bachelor’s degree in business Administration/ Journalism with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres	<div>We request for a modification in the experience as follows:</div> <table><tr><th>Key Personnel</th><th>Qualification Criteria</th></tr><tr><td>PR cum Branding cum Creative Expert</td><td>Bachelor’s degree in business Administration/ Journalism/ Mass Communication with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres</td></tr></table>	Key Personnel	Qualification Criteria	PR cum Branding cum Creative Expert	Bachelor’s degree in business Administration/ Journalism/ Mass Communication with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres	Bachelor degree in Business Administration/ Journalism/Mass communication with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres
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18	Section 2	Financial Proposal	<div>Bidder: The bidder shall be</div> <div>a) Be an Individual or Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization.</div> <div>b) Have an Establishment in India for at least 3 years i.e prior to 30.06.2021.</div> <div>c) Indian company can have a consortium /JV with International consultants</div>	<div>The Clause 2.7 (General Instructions) states that “The term bidder means the Sole Firm or the Lead Member, as the case may be.”</div> <div>The Clause 2.7 and the referred eligibility criteria read together implies that lead firm needs to be an Indian company.</div> <div>We understand that from the intent that the lead firm can be an International firm as well and accordingly, the referred Clause (b) and (c) may be clarified and revised.</div>	<div>Does not require revision as there is no conflict. 2.7 defines bidder and b) and c) imposes the qualifying conditions.</div> <div>RFP Condition prevails.</div>								

19	Section 2	Evaluation of Proposals	The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement.	Request for inclusion of yearly escalation clause of 10% per annum	RFP Condition prevails
20	Section 3	Evaluation of bids	it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.21.9	Request you to kindly confirm if a hard copy submission of the bid is required	No hardcopy submission is required.
21	Section 3	Appendix I	For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	We request that successful transaction with PPP Authority or any such authority responsible for developing point infrastructure (such as Airport, Dry ports etc) may be considered for additional 1 mark.	RFP Condition prevails
22	Section 5	Component II: Preparation of Feasibility report/DPR & Tender Documents	Consultant has to carry out the entire Marketing Process for Five years for the project of first phase of KPT Complex-I.	Kindly confirm the total time period of engagement	Consultant has to carry out the entire Marketing Process for Three years for the project of first phase of KPT Complex-I.
23	Section 5	Time & Stage Payment Schedule	Preparation of Feasibility reports/ DPR & Tender documents: In order to implement the various land development or infrastructure projects as will be identified in Detailed Master Plan the followings shall be prepared including: e) Prepare standard bid documents for procurement of EPC contracts	We understand the scope of consultant is limited to preparation of standard tender document for various works identified as part of the master plan. The Consultant is not required to undertake the bid process and/or act as master consultant for procurement or act as authority engineer responsible for monitoring of such works. Please confirm our understanding.	PMU has to facilitate SMPK for procurement, bid process management and project monitoring.
24	Section 5 Appendix II	Time & Stage Payment Schedule	The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage.	We request you to kindly modify the clause and include provision for release of 80% of the payable fees of the concerned stage immediately after the submissions without waiting for approval or sanction provided the submission should reasonably cover all aspects of the concerned stage.	RFP Condition prevails.

25	Section 5 Appendix II	Power Attorney	of	<p>Note:</p> <p>(i) The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.</p>	<p>1. Various terms have been used in the RFP in context of Experts for the Stage II: Transaction Advisory support. Please confirm that the terms “Expert Team”, “Expert Pool” and “Program Expert Team” has been used interchangeably and shall include the following six experts:-</p> <ul style="list-style-type: none"> i Project Manager cum Team Leader ii Transaction cum PPP Expert iii Real Estate Expert iv Architect cum Urban Planner v Civil engineering Expert vi PR cum Branding cum Creative Expert <p>2. We understand that capping of 20% specified in the referred clause is limited remuneration component only for the Stage II i.e. Fee quote for 2A and 2B as per Form 14C. It does not include remuneration of Resource pool (3A as per Form 14 C) as well as Success fee for Stage II.</p>	<p>1. For Stage II: Transaction Advisory support read it as Program Expert Team with following six experts:-</p> <ul style="list-style-type: none"> i Project Manager cum Team Leader ii Transaction cum PPP Expert iii Real Estate Expert iv Architect cum Urban Planner v Civil engineering Expert vi PR cum Branding cum Creative Expert <p>2. Yes.</p>
26	Form 13	Conflict Interest	of	Power of Attorney in the prescribed format Form 13	<p>We understand that a copy of company board resolution (Power of Attorney) in the name of authorized person will suffice the requirement.</p> <p>Please confirm.</p>	Yes along with Form 13
27	Section 2	NA		The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of SMP, Kolkata.	We would like to highlight that at this stage the nature of the projects cannot be ascertained. We propose that the condition may be limited to the proposed team.	RFP Condition prevails
28	NA	NA		NA	<p>In line with the accepted industry practice, we understand that Consultant shall not be liable for any losses or damages arising from or in relation to this Agreement, for an aggregate amount in excess of the fees paid by the Client to the Consultant.</p> <p>Accordingly, we may include a provision to the same</p>	RFP Condition prevails

				effect in the Conditions of the Contract	
29	NA		NA	<p>In line with the accepted industry practice, the Client shall indemnify and hold harmless the Consultant for all losses, claims, expenses, damages, liabilities arising in connection with any third party claim in relation to or pursuant to the Agreement or the services.</p> <p>Accordingly, we may include a provision to the same effect in the Conditions of the Contract</p>	RFP Condition prevails
30		General Conditions of the Contract		<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. Accordingly, we may include a provision to the same effect.</p>	RFP Condition prevails
31	NA	General Conditions of the Contract	<p>1.2.9.3 Cessation of Rights and Obligations</p> <p>Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;</p> <p>ii) The obligation of confidentiality set forth in Clause General Condition 1.3.3 hereof;</p>	<p>We would like to submit that generally there is a sunset provision for confidentiality conditions may and perpetual confidentiality requirement not be tenable.</p> <p>Accordingly, we may include a provision to the same effect in the Conditions of the Contract</p>	RFP Condition prevails
32	NA	General Conditions of the Contract	1.3.2 Conflict of Interests	<p>We would like to highlight that at this stage the nature of the projects cannot be ascertained. We propose that the condition may be limited to the proposed team.</p>	RFP Condition prevails
33	NA	General Conditions of the Contract	<p>1.3.4 Liability of the Consultants...</p> <p>(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the</p>	<p>As per the accepted practice in Consulting industry, the professional liability insurances are taken at the taken at a firm level and are of much higher value.</p> <p>Thus, the liability of consultant shall not be lined with insurance proceeds and shall be limited to the fees that we receive under the Contract.</p> <p>Also, please confirm that the liability of the consultant</p>	RFP Condition prevails

			Consultants to cover such a liability, whichever of (A) or (B) is higher	in this clause 1.3.4 shall be limited to Agreement value.	
34	NA	General Conditions of the Contract	1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.	<p>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 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>	Not acceptable all deliverables are sole property of the employer.
35	NA	General Conditions of the Contract	<p>1.9.1 Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.</p>	<p>We understand that the liquidated damages shall be applicable only in case of delay/errors solely and directly attributable to the Consultant.</p> <p>Please confirm</p>	<p>Liquidated Damages for error/ variation and not delay</p> <p>GCC prevails.</p>

36	NA		General Conditions of the Contract	There are provisions which may not be relevant. We understand that the Consultant can propose amendment at the time of award of the work. Please confirm.	It is a standard GCC and would be applicable as per relevance.
<u>2.BIDDER : AECOM</u>					
1	Pg 07, RFP, clause 2.6.1 & Pg 18 clause 2.14	Pre-Proposal Visit to the Site and Inspection of Data Site visit and verification of information	Visit to site will be with valid Dock Entry Permit to be issued by concerned department of the SMP, Kolkata upon written request from the Consultants giving particulars of visiting personnel.	Can the consultant team suggest suitable dates for the site visit OR will the client suggest date for site visits? Kindly Confirm.	As per Addendum I published.
2	Pg 67and 68, Section 5 APPENDIX - I TERMS OF REFERENCE (TOR)	Location Plan and Zone A	<p>The area extent of SMP is unclear. Difficult to comprehend the limits of 4000 Acres/ project site.</p> <p>Delineation of the Port and port allied area, custom bonded area and township area is unclear.</p> <p>Please confirm whether the scope of work includes Master planning for Kolkata Dock Station only. It is our understanding that Haldia Dock Complex area is excluded. Kindly Confirm.</p> <p>Township redevelopment area for detailed design of KMT Complex I (429 acres) has 3 zones (A- Kolkata other area, B-Howrah area, C- Near Dock area). The nomenclature of locations mentioned in the document for table 1 and table mentioning Kolkata other areas (A), Howrah area (B), Near Dock area (C) do not match the Appendix VI maps. Kindly review.</p> <p>Overall masterplan Township redevelopment</p>	<p>We request that a KML file of the project development area with below mentioned details are shared with the bidder:</p> <ol style="list-style-type: none"> 1) Overall site boundary and existing building/ structure details are provided. 2) Boundary limits of area under study in both Kolkata Dock Station (KDS) and Haldia Dock complex (HDC). 3) Site Boundary of 3 Zones (A-Kolkata other area, B-Howrah area, C- Near Dock area) and parcels available comprising 429 acre of KPT Complex I. 4) Parcel boundary for area under Outstation zone, including land parcels further southwards till Sagar Island. 	Refer Addendum II as published.

			area for concept masterplan (1709 acre) has additional 4 th zone (Outstation zone), which includes land parcels further southwards till Sagar Island. There is no site plan information in the RFP.		
3	Pg 02, Section 1 INTRODUCTION	Pg 09, Section 2 INSTRUCTIONS TO BIDDERS, 2.8 Key Personnel 5.1.1 Stage – I: Preparation of Inception report 5.1.2 Stage-II: Study of existing situation	<p>SMP, Kolkata has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately.</p> <p>Regional Context</p> <ul style="list-style-type: none"> ▣ Study of existing port activities and future proposals of port development of KDS& HDC ii. Study of existing Kolkata & Haldia Port functions & future projections ▣ Study of existing & projected Traffic condition & cargo volume ▣ Study of existing & projected freight movement ▣ Study of existing & projected port operations ▣ Study of port master plan <p>Port sector Expert</p> <p>He/She shall be responsible for developing the vision for Port development and formulate strategies for development of Port and Port Allied areas. Identification of land required for Port & Port allied areas to sustain the growth of future Port activities.</p>	<p>Please clarify the status of completion of work of the consultant appointed for Port Master Plan for Kolkata Dock System and Haldia Dock.</p> <p>Please confirm that the bidder's scope is limited to integration of the Port Master plan (done by client appointed Port consultant) and aligning the overall vision during the Component I stage (Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres ±20% of SMP)</p> <p>Please confirm if the bidder's role shall be limited to the review of the study conducted by the client appointed consultant for Port Master Plan for Kolkata Dock System and Haldia Dock.</p> <p>It is our understanding that no additional surveys and any changes/revisions/additions to Port Master Plan (by client appointed consultant) are excluded from Bidder scope of work. Kindly confirm.</p> <p>We request that the scope of work of the mentioned consultant is shared for better clarity and to avoid duplication</p>	<p>The Port master plan is prepared and will be available to shortlisted bidder.</p> <p>The bidder's scope is limited to only integration of the Port Master plan and aligning the overall vision during the Component I stage (Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres of SMP).</p> <p>No additional surveys and any changes/revisions/additions to Port Master Plan is included in the Scope of Bidder under the said Tender.</p>
4	Pg II, RFP		Proposal Due Date 30-06-2021	<p>We request that a period of at least 4 weeks be accommodated from the time of issue of clarifications to pre-bid queries. This will allow bidders to consider the complete RFP to prepare a responsive proposal.</p> <p>Moreover, as you are well aware that we are still under lockdown and it is expected to be relaxed post</p>	3 weeks from the time of issue of clarifications to pre-bid queries

				3rd week of June onwards. Due to the lockdown and many of our staff who are either down with COVID or recovering from COVID - has made putting the bid together a bit challenging as it is taking more time than expected. Hence, it is our sincere request to extend the bid submission date by at least 4 weeks. Kindly accept our request.	
5	Pg 08	2.8 Key Personnel:	Program cum Strategic Management Expert (Team Leader) He/She shall supervise and monitor all approval processes required for the project by liasoning with different agencies and authorities.	Kindly clarify the clause. While the bidder shall assist the client by providing support design reports, drawings, and documents and make presentation in front of the requisite agency/ statutory bodies, it is our understanding that the client shall be responsible of all statutory approvals. Pls clarify and confirm.	PMU will be responsible for handholding SMPK and liasoning for obtaining all approvals as will be required during Implementation phase.
6	Pg 08 to 14	2.8 Key Personnel:	I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months) II. Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+12 months) III. Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)	Kindly clarify the clause. The following key personnel are required for both Component I and II stages: Urban & Regional Planner (Associate Team Leader); Urban Designer (International); Infrastructure Expert; Financial cum Economic Expert; Urban Mobility Expert. It is our understanding that for all stages of work, the same personal CV can be used. Kindly confirm. It is our understanding that the position of Program cum Strategic Management Expert (Team Leader) shall be for the entire duration of the project. Kindly confirm.	Yes same personnel CV can be used if it meets the requirement. Based on approach adopted by a Bidder, Program cum Strategic Management Expert can be proposed for the entire Project duration.
7	Pg.14	2.8 Key Personnel: Note IV.	The Team Leader shall be available for the entire duration of the assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co-ordination required for the assignment.	It is our understanding that for all stages of work, a single Team Leader CV can be used. Kindly confirm.	Stage wise Team Leader as per RFP condition prevails.
8	Pg 25	RFP, Section 3 EVALUATION OF THE BIDS AND SELECTION OF THE	Category A: Master Planning Experience (c) Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	We understand that this category is to mark the bidder's project experience in detailed design and DPR preparation of water and transport infrastructure. For transport infrastructure, please confirm that similar experience in urban transport infrastructure planning projects is acceptable.	RFP condition prevails.

		CONSULTANTS	For 3+1 DPRs, 0.5 mark will be awarded. For every additional similar project , an additional 0.5 mark will be awarded with a cap of maximum of 2 marks	It is our understanding that every additional similar project for additional 0.5marks can be water/sewerage/drainage/ traffic and transport/urban transport infrastructure planning projects. Kindly confirm.	
9	Pg 47 Pg 21, 2.21.7. Financial Proposal Pg 23, 2.21.7. Financial Proposal	5.3 Component III: Transaction Advisory & Program/Proje ct Management support	<p>vii. Periodic Supervision during Implementation: A total of 24 visits to see that the work is carried out as per the approved drawings and designs are envisaged during the Project Implementation period. In case the SMP, Kolkata desires to have more than 24 visits the consultant will be paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. These visits shall be in addition to the visits required for completion of planning and design stage.</p> <p>i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, specified surveys, geo-technical investigations, if required etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p>This Financial offer shall be inclusive of all taxes, incidentals, overheads, travelling expenses, remuneration to all the personnel, accommodation, air fare, equipment, surveys prescribed in this document, site visits, printing and binding of reports and hard copies of documents for each stages/ package, expenditure related to presentations to be made during the execution of assignment, sundries and all other</p>	<p>It is our understanding that the bidder's team personnel engaged on the project and their project related travels shall be paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. Kindly confirm.</p> <p>While clause 5.3 mentions that all personnel travel including economy class airfare shall be paid as per actual bills, clauses 2,21.7 mentions that these shall be included in the bidder's fee proposal. Kindly confirm which to follow.</p>	<p>Pg 47, RFP, 5.3 only for Component III: Transaction Advisory & Program/Project Management support is specifically for Periodic Supervision during Implementation.</p> <p>Pg 23, 2.21.7. Financial Proposal- For entire project including Stage I & Stage II</p>

			<p>expenditure for successful completion of the services as per "Terms of Reference", enclosed as APPENDIX-I to the Proposal Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.</p> <p>The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement.</p>		
10	Pg 24	<p>Section 3, EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS , Clause 3.1.3 point v</p> <p>2.21.8. Submission of Proposal, Pg 21</p>	<p>v. it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.21.9;</p> <p>The bidders shall submit the Proposal through e-Procurement System (online single part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) by Proposal due date.</p>	It is our understanding that the tender submission is to be made online and there is no hardcopy submission requirement. Kindly confirm.	No hardcopy submission required.
11	Pg 10, RFP		<p>Urban Designer (International)</p> <p>Bachelor Degree in Architecture with Post graduation in Urban Design with international experience of minimum 10 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.</p>	Kindly confirm. Can the bidder engage personnel with international experience who may be or may not be operating from India?	Yes

12	Pg 24, Section 3, EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS Clause 3.1.6	Technical Evaluation- SECTION B- Relevant Experience of the key personnel	Urban Designer (International) If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 3 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in “Key Personnel Table”, (total of 8 marks)	We suggest that the evaluation criteria may please be revised as under : Urban Designer (International) If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 3 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use development project (up to a maximum of 03 projects) of equal area as mentioned in “Key Personnel Table”, Additional 2 marks shall be allocated in case of international expatriate personnel CV (total of 8 marks)	The position is for international expatriate personnel. RFP Condition prevails.
13	Pg 33, Section 5	APPENDIX- I TERMS OF REFERENCE (TOR), 5.1 Component I: Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land -	Task Overview b. Strategic Plan: Basis micro-market, demand gap assessment, cargo profile and market trends – type of assets, space allocation, phasing, sectors to target, type of sub sector value proposition to be developed to attract investors. Framing guidelines for land development in alignment with the Vision & Land Policy Guideline.	Please confirm if the bidder’s role shall be limited to the review of the study conducted by the client appointed consultant for Port Master Plan for Kolkata Dock System and Haldia Dock. It is our understanding that no additional surveys and any changes/revisions/additions to Port Master Plan (by client appointed consultant) are excluded from Bidder scope of work. Kindly confirm.	Yes
14	Pg 33, Pg 40	Section 5 APPENDIX- I TERMS OF REFERENCE (TOR), 5.2 Component II	Heritage conservation plan Mapping of all heritage structures within the project area and identification of conservation and restoration proposals of the same.	It is our understanding that while the bidder shall integrate and align with the recommendations of such completed heritage studies/ conservation plans (completed by others and available with the client), no additional work for heritage conservation shall be undertaken by them. Kindly confirm.	Mapping of all heritage structures within the project area and identification of conservation and restoration proposals of the same has to be done by consultant.

				Kindly clarify/provide location of any existing heritage structures within the project boundary that are protected under the ASI or grade I/II/III structures for our reference.	
15	Pg 39 of RFP		5.2.1 Preparation of draft Detailed Master Plan for 429 acres ($\pm 20\%$) of Kolkata Port Township Complex– I	<p>In the task 2 of Detail Master plan, detail design of roads is included, but it is unclear whether detailing of any other structures including bridges etc. are required. Kindly clarify.</p> <p>It is our understanding that market base and catchment studies for estimating traffic attraction shall be provided by client. Please confirm</p> <p>Kindly provide information regarding any freight related project being planned either by Ministry of Shipping or by Railways.</p>	<p>No detailing required.</p> <p>Has to be done by Consultant.</p> <p>Information to be provided to successful Bidder.</p>
16	Pg 48, RFP, Clause 5.5 Approvals and Statutory requirements	e) Consultant has to obtain required EIA and Environmental clearance under the project	<p>As per our understanding the project assignment involves assistance in obtaining EC for all Township related developments (under 4 clusters) under the Kolkata Dock only and the Haldia Dock is excluded. Please clarify.</p> <p>Kindly confirm that the bidder shall provide assistance in preparation of single EIA report for this assignment and separate EIA reports for sub-projects shall not be required.</p>	We suggest that while requisite support shall be provided by the Bidder in order to procure the EC. However, the ultimate responsibility should rest on the Client.	PMU will be responsible. Assistance to be provided by Client.
17	NA	NA		<p>It is our understanding that there will be no cargo handling capacity expansion / construction of any new riverine structures e.g. jetty in the port area of Haldia and Kolkata. Kindly confirm.</p> <p>Please indicate approximate expected area of expansion (acre) or estimated built-up area (sq m) for any such development.</p>	Port Master Plan document has all details.
18	NA	NA		<p>It is our understanding that there shall be no development in Haldia and the assignment shall not require CRZ clearance.</p> <p>Please confirm if river bathymetry data is available.</p>	<p>Haldia not included.</p> <p>River bathymetry data available.</p>

19	Section 5 (Appendix I), page 33-48	NA		It is our understanding that for the project, climate change and flood risk assessment has been conducted and the report would be made available. Kindly confirm.	Data from different sources to be collected & collated.
20	NA	NA		Please confirm duration in man-months (MM) of engagement of for Non-Key Expert positions e.g. Environment and Social	As per discretion of Consultant based on their proposed approach & methodology.
21	NA	NA		Please specify total man months for support staff requirements to support key/non-key experts in this project	As per discretion of Consultant based on their proposed approach & methodology.
22	Page 35, Section 5.3 Pg 12, Section 1 Introduction	Introduction	Preparation of Draft Strategy and Concept Master Plan Also, SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.	It is our understanding that all authenticated land record and ownership maps and drawings shall be available to the bidder at the commencement of the project. Kindly confirm. In order for the Bidder to assess the efforts required for identifying assistance in preparing the strategy for relocation and resettlement, we request that details of encroachment and unauthorized tenants (e.g. No. of settlements/dwelling units) are shared in a proper map.	Yes available. Consultant may have to cross check the data before using it.
23	Pg 14, Section 2 Pg 129, RFF, Prebid GCC; clause 1.4.5 Removal and/or Replacement of	INSTRUCTIONS TO BIDDERS, clause 2.8.1. Substitution of Key Personnel	The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. (a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. (b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key	It is our understanding substitution of Key personnel shall be as per RFP clause 2.8.1. Kindly confirm.	RFP condition prevails.

	Personnel		<p>Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.</p> <p>(c) From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. However, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract.</p> <p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel or as per the tender document.</p> <p>(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the</p>		
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			<p>rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree,</p> <p>(i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions.</p>		
24	Pg 46,	<p>TERMS OF REFERENCE (TOR), Clause 5.2.3 Finalisation of the Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex– I :</p>	<p>Third Party Validation:</p> <p>The DPRs including the detailed designs & calculations, Structural Drawings, Cost estimate, GAD, GFC etc. shall be validated by the Third Party as decided by SMP, Kolkata at the cost of SMP, Kolkata. It will be the responsibility of the Consultant to provide all necessary cooperation to the Third Party in obtaining their approvals</p>	<p>It is our understanding that the said third party shall be directly engaged by SMP.</p> <p>Kindly confirm that consultant shall not be responsible for obtaining Third Party approvals.</p> <p>Based on our experience of working on similar projects, it is our recommendation that support required for 3rd party validation can be part of scope of work of consultant but getting relevant approvals shall not be the responsibility of the consultant.</p>	RFP condition prevails.

25	Pg 134 RFP	Pre Bid GCC1.9.1	<p>Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.</p>	<p>Based upon our experience of working on multiple master planning & PMC projects for multiple Government Clients, we observe that the max cap on error variation of 50% is unusually high. It is our sincere request to modify this to 10%. This is a standard market practice.</p> <p>Also, it is to be noted that there would be multiple projects/sub-projects within the same site. Hence, even if there is an error in one such project – penalizing the consultant for the entire agreement value is not a market practice. It should be 10% for that particular project value only and not for the entire agreement value.</p> <p>Kindly modify the clause as under:</p> <p>Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.</p>	GCC prevails
26	Pg 50	Note:	<p>(ii) The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the</p>	<p>While the bidder shall provide all assistance in obtaining necessary approvals from authority, statutory approvals is the responsibility of the client. We request that this point be deleted.</p>	<p>RFP condition prevails.</p> <p>Approval from Competent Authority of SMPK is mentioned.</p>

			Master Plan and DPRs.		
27	FORM-11	Affidavit of Correct Information	...With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission , we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed which may adversely impact or hinder our ability to perform services on the project under this Agreement.	Kindly modify the clause as under: With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission , we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed which may adversely impact or hinder our ability to perform services on the project under this Agreement.	RFP Condition prevails
28	Pg 134		If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract...	We recommend that this clause be deleted.	RFP Condition prevails
29	NA	NA	NA	We recommend the inclusion of the below clause for third party reliance . <i>"This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant's documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant's documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant's documents or opinions. The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing."</i>	Not acceptable

30	NA	NA	NA	<p>Since the consultant team is required to undertake site visits and well as be deputed at site between T+19 to T+60 months, we recommend the inclusion of the below clause for safety.</p> <p><i>“Notwithstanding anything contained in this Agreement, in the event of Consultant’s personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client’s consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client’s obligation under this Agreement.”</i></p>	Not acceptable
3.BIDDER: E & Y					
1		Data Sheet	Period of Consultancy: 48 months (Vision, Strategy and Concept Master Plan & Detailed Master Plan, infrastructure development plan, Engineering Designs, DPRs for 12 Months + Transaction Advisory & Program Support and Management for 36 month	It is understood that the PMU period will commence after approval of the DPR for township i.e. after 16 months. Please confirm the same. Alternatively, please clarify that case the PMU will commence immediately upon submission of deliverables – in that case the same will be active for 28 months after approval of DPR	PMU will commence post submission of Detailed Infrastructure design of Kolkata Port Township Complex-I from T+28 month. PMU will handhold in the approval of Detailed Master Plan.
2	1.1 Overview	RFP Section 1 – Introduction	SMP, Kolkata has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately. The Master Plans proposed implementing the Capacity augmentation and rationalization of HDC and KDS and competences to be developed in HDC and KDS to complement each other and also provide value to consumer in phases during the period up to 2035.	<p>Kindly request to provide clarity on the following details pertaining to the preparation of Port Master Plan:</p> <ul style="list-style-type: none"> i. Timeline for preparation – by when is the master plan is likely to be completed ii. Confirm that SMP will share the Final Port Master plan with the consultant appointed for this study or would the Consultants have access to the reports prior to the submission of the technical proposal 	Port Master Plan is completed. It will be shared to successful bidders.

3		RFP Section 2 - Eligibility Criteria	<p>A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. “Associate(s) /Affiliate(s)” means, in relation to a Bidder, is defined as having 100% control / is controlled by; and “Control” in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.</p>	<p>We would like to highlight that given the local regulations/ requirements, all Big 4 consultancy firms operate as Member Firms under the larger brand without any equity amongst the firm. Accordingly, we request that Firms will be allowed to use experience of other Member Firm of the same network. Given the above, we request the clause to be modified as follows:</p> <p>A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. “Associate(s) /Affiliate(s)” means, in relation to a Bidder, is defined as a) having 100% control / is controlled by; and “Control” in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly or b) of any other Member Firm of large network of firms</p>	RFP Condition prevails.
4	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	<p>Port Sector Expert</p> <p>MBA or ME/MTECH with minimum 10 years’ experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and “Green port” initiatives in India or abroad.</p>	<p>There are number of port sector experts having other education qualification requirements such as Infrastructure Planning, Civil Engineering etc. Accordingly, we request SMP to consider the Masters’ degree in Infrastructure planning as one of relevant education qualification for port sector expert.</p>	RFP Condition prevails
5	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	<p>Urban Mobility Expert</p> <p>Masters in Transportation Planning/ Engineering with minimum of 10 years’ experience of intermodal public transport planning, NMT, smart mobility etc. of a minimum area of 1000 acres. Relevant international experience in Transportation planning will be preferred.</p>	<p>Requesting SMP to consider Master’s Transport Planner with 05 years of relevant experience as eligible for urban mobility expert.</p>	RFP Condition prevails

6	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	<p>Urban & Regional Planner (Associate Team Leader): Qualifications</p> <p>Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years experience Master Planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each</p>	<p>Request to consider the following qualification:</p> <p>Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master Planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 500 acres or 2 similar projects as above for an area of 250 acres each of 4 projects of 150 acres</p>	RFP Condition prevails
7	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	<p>Urban Designer (International)</p> <p>Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.</p>	<p>Request to consider the following qualification:</p> <p>Bachelor Degree in Architecture with Post graduation in Urban Design/Planning with overall 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.</p>	RFP Condition prevails
8	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	<p>PR cum Branding Expert Expert</p> <p>Bachelor degree in Business Administration/ Journalism with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres</p>	<p>Number of marketing experts has other degrees too, for example marketing, sales, economics, engineering, commerce. Similarly, experts having Master in Business Administration (MBA) also work as marketing experts. Further, as limited similar projects have been undertaken, accordingly, we suggest experts who have done work in other similar/relevant sectors such as transportation, smart cities, industrial corridors etc. may also be considered. Accordingly, we request SMP to modify the requirement as follows:</p> <p>Masters/Bachelor degree in Business Administration/ Journalism/Engineering/Commerce/Economics or</p>	Bachelor degree in Business Administration/ Journalism/Mass communication with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres

				equivalent with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township/Transportation/Smart City project of at least 100 acres	
9	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders	Infrastructure Expert Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years’ experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India	The qualification may be revised to exclude the requirement of Post-Graduation in PHE/Infrastructure Planning	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years’ experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.
10	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders Note: II	The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.	Considering the scale of the assignment and number of experts to be pooled in. we suggest removal of this provision so as to provide the bidders the ability to pool the best possible experts with the requisite expertise for delivering the assignment.	The proposed Team Leader must fulfill the condition as mentioned. For other key staff it would be desirable if atleast 50% be permanent full-time employees of the consortium/JV: It is not a mandatory clause.
11	2.8 Key Personnel	RFP Section 2 – Instruction to Bidders Note: IV	The Team Leader shall be available for the entire duration of the assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co-ordination required for the assignment.	This is a long-term engagement of more than 4 years. Given the strategic objectives of the engagement, SMP has identified a large team of experts to deliver the project. The team leader would be responsible to coordinate with various experts and provide guidance, however, certainly doesn’t need to have full time deployment. Requiring the Team Leader to be fully deployed would result in the bidders considering exorbitant costs for full time availability of the TL. As this would not yield any benefits for SMP, and will only result in higher costs, we request removal of this requirement,	Team Leader for Component I & Component II need not to be deployed onsite at client location full time. However Team Leader has to be present for review meetings, presentations and as & when required for carrying out the tasks as per TOR. A minimum of 10days/month onsite deployment is mandatory for

					Team Leader.
12	2.8.1	RFP Section 2 – Instruction to Bidders Substitution of Key Personnel	<p>The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation.</p> <p>(a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert.</p> <p>(b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.</p> <p>(c) From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.</p> <p>However, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract.</p>	Considering that the unavoidable factors are beyond the control and this limitation cannot be managed by the consultants, we kindly request to modify the clause and remove points (a), (b) and (c). In an engagement spanning 4 years, it is not possible for the consultant to control such factors and hence our request is for removal of these clauses	RFP Condition prevails.
13	2.10 Eligibility Criteria	RFP Section 2 – Instruction to Bidders	In case of ongoing works (atleast 50% work completed) applicable for all projects under technical eligibility criteria, the bidder may submit Letter of Award/ Engagement Letter/	We request SMP to kindly consider all ongoing engagements as relevant engagements and not restrict only engagement which have at-least been completed 50%.	RFP Condition prevails.

		(iii) Technical Eligibility Criteria – Note iv	Work order issued by the organization (principal employer) along with payment received certificates duly certified by chartered accountant/statutory auditor.		
14	2.21.3 Technical Proposal 2.21.9 Approach and Methodology and Concept Design	RFP Section 2 – Instruction to Bidders	<p>2.21.3 (v) The concept design of the Master Plan for an area of 4122 acre of SMP, Kolkata to explain the Vision of the bidder, proposed land use, design concepts, waterfront design, etc. sufficient in detail to explain the concept.</p> <p>2.21.9 b. Concept design covering overall vision and objective, broad Land Use Planning, placement of the project, Design Concepts, broad cost and recovery, implementation schedule and marketing strategy in the form of Drawings, Report, 3D view etc.</p>	<p>We understand that the Concept Plan shall be an outcome of the assignment. For preparing the Vision and Concept Plan, the consultant would need to undertake detailed market assessment and speak to various stakeholders. In absence of this, any concept plan prepared at this stage would be arbitrary and without any analysis/assessment. We understand that the SMP wishes to assess the experience and expertise of the bidders. Accordingly, our suggestion is that the Bidders can be requested to present Concept plan of a previously undertaken similar assignment and present a detailed case study on how the bidder added value to the Client.</p> <p>Kindly also note that West Bengal still have movement restrictions in plan till 01 July 2021 due to the ongoing Pandemic situation</p> <p>Accordingly, we request you to modify the clause s follows:</p> <p>2.21.9 b. Case Study of Concept design for similar engagement covering overall vision and objective, broad Land Use Planning, placement of the project, Design Concepts used, key considerations, value added to the client etc.</p>	<p>Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder's team is mandatory.</p>

15	2.21.12 Proposal Due Date	RFP Section 2 – Instruction to Bidders	The proposal including Technical proposal, Approach, Methodology and Concept design and Financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on 30.06.2021 (Proposal Due Date) through CPP portal. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable. It will be the sole responsibility of the bidder that the proposal should be submitted before the due date and time. No consideration for any delay shall be entertained. SMP, Kolkata, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.	<p>This is a large and complex RFP, requiring multi-dimensional firms/expertise to be pooled. Further, the RFP requires consultant to bring together large number of experts, put together a relevant approach and methodology – which would enable success for this Project.</p> <p>This is a 4 year engagement and the bidders would need to assess the best possible delivery mechanism/team for delivery, consider most appropriate ways to bring in efficiency in delivery – resulting in benefits to SMP.</p> <p>In this regard, we would like to highlight that bidders would need at the minimum 6-8 weeks after the RFP is finalizes i.e. after the responses are issued. Accordingly, we request SMP to please provide clear 8 weeks for bid submission from the date of issuance of clarifications.</p>	3 weeks from the time of issue of clarifications to pre-bid queries
16	3.1.6.1	RFP Section 3 – Evaluation of Technical Proposal	<p>Category A: Master Planning Experience (1a)</p> <p>The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p>	<p>Given that limited such projects have happened in India, we request SMP to consider the project experience executed in last 15 years, involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres.</p> <p>Additionally, we understand that SMP intends to evaluate the technical capability of applicant. However, along with DPR related engagements, we request SMP to consider Techno Economic Feasibility Report also as eligible assignments in this category.</p>	RFP Condition prevails
17	3.1.6.1	RFP Section 3 – Evaluation of Technical Proposal	Category D: Program /Project Management Unit (PMU) experience The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as	We request SMP to consider PMU of large scale infrastructure projects with assignment fee value of at least INR 3.0 Crore within last 10 years	RFP Condition prevails

			review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation)/ Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.	Additionally, the RFP provides additional marks for projects undertaken in West Bengal. We believe that this is restrictive and we request SMP to evaluate applicant's capability on basis of executing PMU experience carried out across India and not limiting or giving any additional weightage specific to West Bengal experience.	
18	3.7.1	RFP Section 3 – Evaluation of Bids and Selection of Consultants	A price adjustment provision applies to remuneration rates: No.	Considering the deployment of PMU staff for a period of three years, we request that the price adjustment be considered for the PMU staff.	RFP Condition prevails
19		RFP Section 5 – Appendix I – Terms of Reference	5.1 Component I: Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres ($\pm 20\%$) of SMP, Kolkata land -	<p>Currently, the scope of work is open ended as the total land parcel for which the study needs to be undertaken is not fixed. SMP may note that requiring study of 20% higher land parcel i.e. approx.. 800 acres land can have significant impact on the efforts of the Consultant. Such large-scale change in land parcels may need extensive market assessment, detailed analysis, stakeholder consultation, looking at different concepts etc.</p> <p>We understand that SMP wishes to keep some flexibility of finalizing the total quantum of land parcel at a later stage, however, 20% margin is very high. Given the challenges articulated above, we request SMP to keep the margin at 5%</p>	Component I to be done for 4122 acres of land. Ignore ($\pm 20\%$) as typing error.

20	5.1 Task Overview	RFP Section 5 – Appendix I – Terms of Reference	<p>5.1 Task Overview</p> <p>“The Concept Master plan will identify land under Port’s own use, Port allied area and Township area for forthcoming 30 years. Further the Township area will be subdivided into Redevelopment areas, Renewal areas and Rehabilitation areas. The Vision and Strategy Plan will consist of:”</p>	<p>We understand that the consultant preparing the port master plan is preparing the master plan for the land under Port use also and therefore it should come from the report of the other consultant.</p> <p>Kindly confirm.</p>	Port Master Plan is only within the Custom bonded area.
21	5.1 Task Overview	RFP Section 5 – Appendix I – Terms of Reference	<p>5.1.2 Stage II Study of existing situation</p> <p>Preparation of Geo referenced GIS Base Map of the Study area to be undertaken by the consultant along with preparation of thematic maps</p>	We understand that SMP will be providing the consultant Geo referenced GIS maps and the responsibility of the consultant would only be to update the Geo referenced GIS maps. Please confirm.	Yes
22	5.1.2 Stage II Study of existing situation	RFP Section 5 – Appendix I – Terms of Reference	<p>iii. Population estimates & Demographic analysis</p> <ul style="list-style-type: none"> Population estimates and Demographic analysis. Projections should incorporate dynamic indicators of economic activities while building the growth scenario Estimation of floating population. 	We understand that the consultant is only to undertake analysis based on existing reports/information available and no fresh projections need to be undertaken. Please confirm	Based on existing data future projections to be done.
23	5.1.2 Stage II Study of existing situation	RFP Section 5 – Appendix I – Terms of Reference	<p>v. Land</p> <ul style="list-style-type: none"> Land use mapping, assessment of existing land use Study of all revenue data, existing development, Land allotment status, land prices within and surrounding area etc. Study of the conditions of existing structures, including type, height of the buildings, existing use etc. Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Landuse plan <p>LUDCP of KMDA</p>	We request confirmation that Client will support with data collection from other Govt. agencies such as land department etc.	Yes.
24	5.1.3	RFP Section 5 – Appendix I –	<p>Deliverables:</p> <ul style="list-style-type: none"> Proposed Transport Network and 	We understand that scope of this study is to develop concept plan for the identified land parcels and	DPR for proposed Infrastructure development to be prepared

		<p>Terms of Reference</p> <p>Preparation of draft Strategy and Concept Master plan of 4122 acre: (±20%)</p>	<p>Circulation Plan at regional and city level</p> <ul style="list-style-type: none"> Proposed Infrastructure and Amenities proposal and Plans at regional and city level <p>Note: All the drawings of ELU and PLU should be at the scale of 1:4000</p> <p>All drawings should be signed by the appropriate SMP from Consultant's side</p> <p>All maps to be prepared on Arc Info or Arc GIS software</p>	<p>prepare a DPR for the township. To achieve this, we believe that the transport network within these lands and the connectivity points (entry/exit points) would need to be assessed/developed.</p> <p>Currently, the deliverable mentions that a full transport network and circulation plan at city level needs to be submitted. Please note that this is equivalent to prepare a comprehensive mobility plan and would require significant efforts.</p> <p>Accordingly, we request SMP to modify the scope/deliverables as follows:</p> <ul style="list-style-type: none"> Proposed Transport Network and Circulation Plan for the identified land parcels/city entry and exit points Proposed Infrastructure and Amenities proposal and Plans for the identified land parcels/concept <p>In addition, we also understand that the outcomes only include high level concept plan and no detailed drawings. Kindly clarify.</p>	<p>under Detailed Master Plan for 429 acres (±20%).</p>
25		<p>RFP Section 5 – Appendix I – Terms of Reference</p>	<p>5.1.3 Preparation of draft Strategy and Concept Master plan of 4122 acre: (±20%)</p> <p>5.1.4 Preparation of Final Strategy and Concept Master Plan</p>	<p>Currently, the draft and final strategy and concept master plan are considered to be prepared before the detailed market assessment of various possibilities (to be undertaken in 5.1.5). It may be noted that the draft/final strategy and concept plan can only be prepared after detailed market assessment of all possible solutions / areas is undertaken. Only after the consultant has evaluated all options/assessed the same; undertaken consultations with stakeholders, can consultants prepare the strategy and concept plan. Accordingly, we request that 5.1.5 Investment Policy, Marketing Strategy and Policy formulation is undertaken prior to 5.1.3 and 5.1.4 and also the deliverables against 5.1.3 and 5.1.4 are after the</p>	<p>RFP condition prevails.</p> <p>Detailed market assessment of various possibilities to be conducted before draft Strategy and Concept Master plan of 4122 acre.</p> <p>Scope under Clause 5.1.5 only concerns preparation of Marketing strategy & Investment Policy for the proposed Strategy and Concept Master plan of 4122 acre.</p>

				deliverables against 5.1.5.	
26	5.1.5	RFP Section 5 – Appendix I – Terms of Reference Investment Policy, Marketing Strategy and Policy formulation –	vi. Preparation of Marketing booklets, advertisements, media campaign, investors meet etc.	Kindly clarify/confirm that any expenditure to be undertaken to advertise projects i.e. publishing on print media/other forms of media will be borne by SMP	Yes
27	5.1.5	RFP Section 5 – Appendix I – Terms of Reference Investment Policy, Marketing Strategy and Policy formulation –	All the activities required for successful marketing and disposal of properties identified for marketing during the Consultancy period.	We understand that this scope would be under the PMU scope and predominantly includes supporting SMP in undertaking necessary PPP transactions only. Kindly confirm.	Yes
28	5.3	RFP Section 5 – Appendix I – Terms of Reference Component III: Transaction Advisory & Program/Project Management support – ii. Preparation of Feasibility reports/ DPR	ii. Preparation of Feasibility reports/ DPR & Tender documents: In order to implement the various land development or infrastructure projects as will be identified in Detailed Master Plan the followings shall be prepared including: a) Conduct detailed geo-technical investigations if required, if not available with SMP, Kolkata. Necessary Geotechnical survey shall be carried out by the successful consultant at his cost. b) Prepare Feasibility reports or Preliminary project reports including preliminary designs and drawings and preliminary cost estimates as per departmental SOR (Schedule of Rates) to be	Request Clarification on the following aspects: ▶ We understand that as these are to be undertaken on PPP/EPC, consultant would only prepare pre-feasibility/feasibility reports. Accordingly, request SMP to please remove the term DPR ▶ Further, since these projects are to be undertaken on PPP/EPC basis, we suggest that the surveys should be removed and should only be undertaken by the project proponent i.e. PPP or EPC contractor	Accepted but since the Master Plan recommendations are not finalized hence implementation strategies are also uncertain under this situation RFP condition prevails to take care of all uncertainties.

		& Tender documents	<p>upgraded with prevalent Market Rates</p> <p>c) Prepare standard bid documents for procurement of consultants for Preparation of DPR including detailed designs and drawings (GAD and GFC), cost estimates as per departmental SOR (Schedule of Rates) to be upgraded with prevalent Market Rates</p> <p>d) Assist in technical scrutiny and approval of DPR</p> <p>e) Prepare standard bid documents for procurement of EPC contracts</p> <p>f) All the legal documents shall be vetted/validated by the legal expert at the cost of the Consultant.</p>	We understand the consultant is only required to prepare bid documents for appointment of another consultant who will prepare the DPR and relevant drawings. Please confirm	
29	5.3	<p>RFP Section 5 – Appendix I – Terms of Reference</p> <p>Component III: Transaction Advisory & Program/Project Management support –</p> <p>iii. PR & Branding</p>	<p>iii. PR & Branding: Consultant should undertake planning publicity strategies and campaigns, providing information about new promotional opportunities and current PR campaigns progress, analysing media coverage. Emanate the various benefit of employment to stakeholders, interest groups and public at large. Design a research based brand strategy, Conduct field research, Develop and execute marketing campaigns, Measure and report on success of different government campaigns.</p>	Request to clarify that all media and publicity cost will be borne by SMP	Yes
30	5.3	<p>RFP Section 5 – Appendix I – Terms of Reference</p> <p>Component III: Transaction Advisory &</p>	<p>iv. Marketing Activities: The Consultant has to carry out the entire Marketing Process for Five years for the project of first phase of Kolkata Port township. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in</p>	Considering that the PMU is for a period of 3 years - accordingly we request SMP to modify the marketing process to be for 3 years only instead of 5 years.	Accepted.

		Program/Project Management support – iv. Marketing Activities	selection and assist SMP, Kolkata to complete the formalities of allotment.					
31	5.3	RFP Section 5 – Appendix I – Terms of Reference Component III: Transaction Advisory & Program/Project Management support – vii. Periodic Supervision during Implementation	vii. Periodic Supervision during Implementation: A total of 24 visits to see that the work is carried out as per the approved drawings and designs are envisaged during the Project Implementation period. In case the SMP, Kolkata desires to have more than 24 visits the consultant will be paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. These visits shall be in addition to the visits required for completion of planning and design stage.		Based on our experience, we understand that during the 3 years of the PMU only transactions may be completed, and projects might not commence. Accordingly, we request removal this from the scope of work.	Projects may also commence. Hence RFP condition prevails.		
32	5.3	RFP Section 5 – Appendix I – Terms of Reference Component III: Transaction Advisory & Program/Project Management support	Closure of project: Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any. Provide project completion report inclusive of all technical, functional and financial information of the project. PMU shall handover the completed projects in all respect, free from all encumbrances including the vacation of office space & site etc., if any to the SMPK.		It may be noted that the given scope of work is typically undertaken by General Consultants. The current RFP is only for strategy definition + program management and hence the construction related monitoring cannot be part of the same. We accordingly request SMP to remove this from the scope of work	RFP clause mentions “Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any. ”		
33	6.1 Time & Stage Payment	RFP Section 5 – Appendix I – Terms of	<table><tr><td>Deliverable</td><td>Timeline</td></tr></table>	Deliverable	Timeline		As highlighted earlier, the strategy and concept plan can only be developed after undertaking detailed market assessment. Accordingly, we request SMP to	RFP Condition prevails
Deliverable	Timeline							

	Schedule	Reference	Draft Concept & Strategic plan including economic planning and land value maximization strategy	3 months	modify the timelines as follows: <table><tr><th>Deliverable</th><th>Timeline</th></tr><tr><td>Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing</td><td>6 months</td></tr><tr><td>Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap</td><td>8 months</td></tr><tr><td>Draft Concept & Strategic plan including economic planning and land value maximization strategy</td><td>10 months</td></tr><tr><td>Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation</td><td>12 months</td></tr></table>	Deliverable	Timeline	Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing	6 months	Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	8 months	Draft Concept & Strategic plan including economic planning and land value maximization strategy	10 months	Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	12 months
Deliverable	Timeline														
Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing	6 months														
Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	8 months														
Draft Concept & Strategic plan including economic planning and land value maximization strategy	10 months														
Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	12 months														
			Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	4 months											
			Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing	8 months											
			Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	12 months											
34	6.1 Time & Stage Payment Schedule	RFP Section 5 – Appendix I – Terms of Reference	The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.		Given that the PMU is for a 3 year period and hence the cost of PMU staff is likely to be significant portion of the total costs. This clause will result in challenges for bidders to price for the PMU staff. We request that SMP remove this clause/restriction	This clause is applicable for only PMU.									
35	6.1 Time & Stage Payment Schedule	RFP Section 5 – Appendix I – Terms of Reference	Part-I Concept & Strategic Plan for 4122 acres (±20%)		Currently, the payment terms are highly back-loaded and will result in cash flow issues for the consultant. We request that SMP modifies the payment schedule as follows: <table><tr><td>Part-I Concept & Strategic Plan for 4122 acres (±20%)</td></tr></table>	Part-I Concept & Strategic Plan for 4122 acres (±20%)	RFP Condition prevails								
			Part-I Concept & Strategic Plan for 4122 acres (±20%)												
			S. N	Milestone	%age payment										
1.	Preparation of Inception report	4%													

			2.	Interim Report-Study of existing situation	8%	S.No	Milestone	%age payment		
			3.	Draft Concept & Strategic plan including economic planning and land value maximization strategy	10%	1.	Preparation of Inception report	5%		
			4.	Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	10%	2.	Interim Report-Study of existing situation	10%		
			5.	Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing, Policy, Commercialization Strategy and Implementation roadmap	8%	3.	Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing, Policy, Commercialization Strategy and Implementation roadmap	15%		
			6.	Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	10%	4.	Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	5%		
			Part-I Concept & Strategic Plan for 4122 acres (±20%)			5.	Draft Concept & Strategic plan including economic planning and land value maximization strategy	10%		
			S.No	Milestone	%age payment	6.	Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	5%		
			7.	Preliminary Design report based on existing situational analysis	5%	Part-I Concept & Strategic Plan for 4122 acres (±20%)				
						S.No	Milestone	%age payment		

			<table><tr><td>8.</td><td>Draft Detailed Master plan of Kolkata Port Township Complex-I</td><td>15%</td></tr><tr><td>9.</td><td>Submission of Report on Stakeholder & Public consultation on Draft Detailed Master plan of Kolkata Port Township Complex-I</td><td>5%</td></tr><tr><td>10.</td><td>Finalization of the Detailed Master plan of Kolkata Port Township Complex-I after incorporating inputs from stakeholder participation</td><td>10%</td></tr><tr><td>11.</td><td>Detailed Infrastructure design of Kolkata Port Township Complex-I</td><td>10%</td></tr><tr><td>12.</td><td>Approval of Detailed Master Plan of Kolkata Port Township Complex-I from Competent Authority (BoT, State & MoS)</td><td>5%</td></tr></table>	8.	Draft Detailed Master plan of Kolkata Port Township Complex-I	15%	9.	Submission of Report on Stakeholder & Public consultation on Draft Detailed Master plan of Kolkata Port Township Complex-I	5%	10.	Finalization of the Detailed Master plan of Kolkata Port Township Complex-I after incorporating inputs from stakeholder participation	10%	11.	Detailed Infrastructure design of Kolkata Port Township Complex-I	10%	12.	Approval of Detailed Master Plan of Kolkata Port Township Complex-I from Competent Authority (BoT, State & MoS)	5%	<table><tr><td>1.</td><td>Preliminary Design report based on existing situational analysis</td><td>10%</td><td></td></tr><tr><td>2.</td><td>Draft Detailed Master plan of Kolkata Port Township Complex-I</td><td>15%</td><td></td></tr><tr><td>3.</td><td>Submission of Report on Stakeholder & Public consultation on Draft Detailed Master plan of Kolkata Port Township Complex-I</td><td>10%</td><td></td></tr><tr><td>4.</td><td>Finalization of the Detailed Master plan of Kolkata Port Township Complex-I after incorporating inputs from stakeholder participation</td><td>5%</td><td></td></tr><tr><td>5.</td><td>Detailed Infrastructure design of Kolkata Port Township Complex-I</td><td>5%</td><td></td></tr><tr><td>6.</td><td>Approval of Detailed Master Plan of Kolkata Port Township Complex-I from Competent Authority (BoT, State & MoS)</td><td>5%</td><td></td></tr></table>	1.	Preliminary Design report based on existing situational analysis	10%		2.	Draft Detailed Master plan of Kolkata Port Township Complex-I	15%		3.	Submission of Report on Stakeholder & Public consultation on Draft Detailed Master plan of Kolkata Port Township Complex-I	10%		4.	Finalization of the Detailed Master plan of Kolkata Port Township Complex-I after incorporating inputs from stakeholder participation	5%		5.	Detailed Infrastructure design of Kolkata Port Township Complex-I	5%		6.	Approval of Detailed Master Plan of Kolkata Port Township Complex-I from Competent Authority (BoT, State & MoS)	5%	
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36		Form 14	Under Reimbursable Head, the bidder is expected to provide an estimate of survey, cost of third-party inspections, approvals and NOC	These costs are directly related to the final composition and nature of interventions to be taken up under the approved master plan and hence cannot be estimated at the bid stage. In view of the same, requirement of estimating this item maybe dropped and such costs maybe paid directly by the SMP.	Reimbursable Cost will not be a part of Financial Quote. For tentative estimation purpose & internal earmarking of budget these costs should be submitted during Bidding stage to SMPK.																																						
37		Form 15	Note: The Remuneration should include the Gross pay of the personnel and the Profit of the Employer, Taxes except the GST which will be reimbursed after the GST is deposited to the	It is requested that the payment is made including GST which shall be then deposited by the Bidder to the concerned SMP	Query Not clear																																						

			concerned authorities which should be available in GST 2A/ GST 2B		
38		Form 15	Months are counted as 30 day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours	It is requested to clarify the no of working days per month.	As per calendar month & for fractional month on pro rata basis of the same month (working days)
39		Form 15		Under Stage II (PMU Phase), in the form the Bidder is required to provide the break up of the time spent between PO and HO. It is our understanding that the PMU team is required to spend the entire 36 months in the SMP Project Office. In order to ensure uniform financial bids from bidders, it is requested that the breakup between PO and HO is clearly specified.	All PMU experts are to be stationed at SMPK office full time for 36 months except for PR cum Branding cum Creative Expert who will be stationed for 30 months.
40	1.2.9.2	Draft Contract Agreement	New Clause	The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the consultant reasonably determines that the consultant can no longer provide the Services in accordance with applicable law or professional obligations.	Not acceptable
41	1.9.4 Penalty for deficiency in Services	Draft Contract Agreement	In addition to the Liquidated Damages not amounting to penalty, as specified in Clause- 1.9, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the SMP, other penal action including debarring for a specified period may also be initiated as per policy of the SMP. The time period for the various stages of services as indicated in financial proposal.	It is requested to revise the following: The Bidders Overall Liability shall be capped at an amount which is equivalent to 10% of the fee paid to Bidder under this engagement. It may also be clarified that the Bidder shall not be responsible for any consequential / incidental / punitive / exemplary / indirect or special damages whatsoever.	RFP Condition prevails
42		Office Space	An office space will be provided to the Consultants by SMP, Kolkata. Computer and other hardware along with software and consumables shall be provided by the consultant at his cost. The team may be supported with all the logistic support by consultant	It is requested to confirm that provision of office space shall include provision of all required furniture and fixtures	Yes available.

43		General		It is requested to consider a maximum time frame of 15 days for according approvals/observations to any of the deliveries/requests of the Bidder beyond which approval shall be deemed to have been accorded	Not accepted
44		General		It is requested to confirm that payment shall be made within 15 days of submission of undisputed invoice	30 days
45	2.21.7. Financial Proposal		The consultants shall also submit the Monthly remuneration of the personnel in the prescribed Form 15 only to be used to consider the change in total fee if any change in terms of Reference. This will not be treated as evaluation criteria for Technical as well Financial proposal	The monthly remuneration of key experts proposed is confidential and hence cannot be shared. We request SMP to remove the same from the financial proposal requirements.	Form 15 to be submitted only by the successful bidder & only to be used to consider the change in total fee if any change in terms of Reference.
46	3.7 Reimbursable Expenses		Provisional sums include: (i) Workshops, Conferences and local training (ii) Survey & Investigation (iii) Public outreach programs (iv) Third Party Inspection (v) Fee for obtaining various approvals & NOC (vi) Equipments if any (vii) Stakeholder management (viii) Printing of Brochure & Marketing materials	Currently, the scope does not clearly outline any requirement of any international study tours and hence bidders won't assume such costs. We request to highlight that in case any international travel for understanding best practices etc. is needed to be undertaken, the same should be paid from the Provisional Sums and the consultant would not be responsible for any cost on such accounts	No requirement identified as of now.
47	6.1 Time & Stage Payment Schedule	STAGE II: Transaction Advisory and Program Management Support Phase (Note 1)	1. The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team. Program Support team kept open ended in the RFP document	Keeping in mind the quantum of task during the Phase 3, request Authority to reconsider and revise the aggregated remuneration and also request Authority to fix the number of members in the Program Support Team Requesting Authority to also review the possibility of a proposition for monthly remuneration mechanism for Transaction Advisory Phase in addition to the success fee	"The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team." The number of members in the Program Support Team cannot be fixed but left at the discretion of the Bidder's understanding of the TOR but for a comparable quote from all Bidders capping of remuneration of Program

					Support Team as 20% has been kept. Monthly payment of PMU accepted.
48	6.1 Time & Stage Payment Schedule	STAGE II: Transaction Advisory and Program Management Support Phase (Note 1) STAGE II: Transaction Advisory and Program Management Support Phase	In addition to this, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 1% of the revenue earned by SMPK, for every successful land transaction of value above Rs 50 crore success fee will be 0.5% of the revenue earned by SMPK with maximum ceiling of Rs 2.5 crore. Payment to bidder shall be made only after receiving revenue by SMPK against transaction.	It may be noted that the consultant's scope of work is typically only till issuance of letter of award to a Concessionaire. Consultant cannot control the payments by the Concessionaire and hence consultant's payments should not be linked to actual receipt of money by SMPK. Accordingly, we request SMP to modify this clause as follows: In addition to this, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 1% of the revenue earned by SMPK, for every successful land transaction of value above Rs 50 crore success fee will be 0.5% of the revenue earned by SMPK with maximum ceiling of Rs 2.5 crore. Payment to bidder shall be made upon issuance of Letter of Award to the Concessionaire.	RFP condition prevails
<u>4.BIDDER : KPMG</u>					
1		Data Sheet II	Refer Sr. no 7) of Data Sheet. Proposal Due Date is 30 June 2021.	As bid replies are expected by 19th June 2021 only, It is requested to extend the deadline for submission of bids by 2 weeks till 12 July 2021 considering the large team size and type of credentials sought including tie ups needed with qualifying consortium partners for submitting a quality bid.	3 weeks from the time of issue of clarifications to pre-bid queries
2	15	2.10 ELIGIBILITY CRITERIA - (i) General criteria:	To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following: (i) General criteria: Bidder : The Bidder shall be	It is suggested to change the criteria as: a)" Be an Individual or Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of	RFP Condition prevails. PPP expertise in infrastructure projects to be considered.

			a) Be an Individual or Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization.	the principal business in either Government Advisory /Urban Planning & Architecture, Engineering expertise or Program/Project management consultancy /Program or Project Management Unit and Regulatory/PPP expertise in infrastructure projects and/or real estate based land commercialization".	
3	15	2.10: Eligibility Criteria (i) - General Criteria	The bidder shall have an Establishment in India for at least 3 years i.e. prior to 30.06.2021.	This conflicts with condition at FORM 3 - Bidder's Profile at page 74 (page 3 of 33), line item XV which states "Have the bidder Establishment in India for at least 10 years i.e. prior to proposal due date". We request to retain the clause as mentioned in FORM 3 and this should prevail as "Bidder shall have Establishment in India for atleast 10 years i.e. prior to 30.06.2021" or revised bid submission date.	RFP Clause 2.10: Eligibility Criteria (i) - General Criteria: The bidder shall have an Establishment in India for at least 3 years i.e. prior to 30.06.2021 prevails.
4	16	2.10 (iii) Technical Eligibility Criteria. Category 1. Master Planning Experience	a) The XX bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industry led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered. and b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.	It is suggested to change the eligibility criteria as below: a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industry led development/port-led development/city development ecosystem of minimum urban area of 250 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered. and b) The bidder should have planned In India and/or outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.	RFP Condition prevails.

5	25	3.1.6.1 - Technical Evaluation. Sr no . 1 of Table under Master Planning Experience - Criteria of Evaluation and Marks	For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks. E.g. Explanatory Examples: (a) One project of 1000 acres – 2 marks(b) One project of 1500 acre or One project of 1000 acre and another project of 500 acre – 2 +0.5 Marks(c) Two projects of 1000 acre each or One project of 1000 acre and two projects of 500 acre each – 2+1Marks(d) Three projects of 1000 acre each or One project of 1000 acre and three projects of 500 acre each – 2+1.5 Marks& so on	It is suggested to change the evaluation criteria as below: For one project, 02 marks will be awarded for minimum urban area of 250 acres. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks. E.g. Explanatory Examples: (a) One project of 250 acres – 2 marks (b) One additional project of 500 acre each – 1 Mark subject to a maximum of 4 marks	RFP Condition prevails.
6	16	2.10 (iii) Technical Eligibility Criteria. Category B	The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date.	It is suggested to change the eligibility criteria as below: "The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project with extent of land area of minimum 1000 acres for a Government and/or Private sector Client during last 10 years in India or abroad till Proposal Due Date"	As per Condition in Corrigendum V
7	26	3.1.6.1 - Technical Evaluation. Sr no . 2 of Table under Strategic Advisory Experience for Criteria of Evaluation and Marking	1 marks for meeting the minimum eligibility criteria and for every additional similar project, an additional 1 mark upto a maximum of 3 marks will be awarded.	Since its large program of Township zone under consideration , it is suggested to change the evaluation criteria with " 1 marks for meeting the minimum eligibility criteria of 1000 acres for Government and/or Private Sector Client and for every additional project with extent of Land area of minimum 500 acres each , an additional 1 mark upto a maximum of 3 marks will be awarded"	RFP Condition prevails.

8	25	3.1.6.1 - Technical Evaluation. Sr no . 1 of Table under Category A: Master Planning Experience for Criteria of Evaluation and Marking	Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	It is suggested to change the evaluation criteria as : "Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 100 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores "	RFP Condition prevails.
9	16	2.10 (iv) Technical Eligibility Criteria	Experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketing" means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.	It is suggested to change the Criteria as: "Experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects/ Transportation sector like airport development, inland waterways, highways, and/or integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketing" means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement".	As per condition of Corrigendum V
10	26	3.1.6.1 - Technical Evaluation. Sr no . 1 of Table under	2 marks for meeting the minimum eligibility criteria. For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a	It is suggested to change the Evaluation criteria as below: 2 marks for meeting the minimum eligibility criteria. For each successful additional infrastructure	RFP condition prevails.

		Category C: Transaction & PPP Experience	maximum of 2 marks. For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks. For One additional ongoing or completed PPP project for a port (Private or government side assistance) in India or abroad of at least Rs 500 Crore, additional 1 mark shall be awarded.	
11	27	3.1.6.1 - Technical Evaluation. Sr no . 1 of Table under Category D: Program/Project Management Unit (PMU) experience	One additional assignment in this category undertaken in West Bengal, with assignment completed duration of at least 1 year and assignment fee of at least Rs 2 Cr shall be awarded 01 mark.	It is suggested to change the Evaluation criteria as : " One additional assignment in this category undertaken in West Bengal, with assignment ongoing for last 1 year/ completed duration of at least 1 year and assignment fee of at least Rs 2 Cr shall be awarded 01 mark".	RFP condition prevails.
12	25,26	3.1.6. - Technical Evaluation.	The detailed evaluation of Technical proposals shall be carried out as follows. The evaluation of the Bidder shall be carried out on the following parameters and the Bidder scoring more than 70% in the overall marking shall be considered eligible for Financial Bid evaluation. Section A Bidders relevant project experience & financial strength- 25 Marks Section B Relevant Experience of the key personnel – 50 Marks Section C Approach, Methodology & Concept Design– 25 Marks	a) Since there is a large program management component in the overall scope of assignment. It is suggested to change the breakup of evaluation /marking as follows: "The detailed evaluation of Technical proposals shall be carried out as follows. The evaluation of the Bidder shall be carried out on the following parameters and the Bidder scoring more than 70% in the overall marking shall be considered eligible for Financial Bid evaluation". Section A -Bidders relevant project experience & financial strength- 30 Marks Section B -Relevant Experience of the key personnel – 45 Marks Section C - Approach, Methodology & Concept Design– 25 Marks b) Further looking to scope of work and involvement of key personnel over program duration, its suggested to amend the Table of Evaluation on page 26. Hence,	RFP condition prevails.

				<p>Maximum Marks in Category D for Program/Project Management Unit (PMU) experience be increased from 5 to 10 marks to allocate total 30 marks in Section A, as requested above.</p> <p>c) To accommodate for changes requested above in A) and weightage of expert involvements vis a vis scope, its suggested to change the following in Section B to apportion total of 45 marks against the Key Personnel instead of 50 marks. Hence, its proposed For Relevant Experience of following Key Personnel, the mark allocation of 5 marks be reduced against :1) Real Estate Expert - 8 marks to 5 marks and 2) Financial cum Economic Expert - 6 marks to 4 marks.</p>	
13	8	2.8: Key Personnel - Qualification Criterion for Urban & Regional Planner (Associate Team Leader)	Bachelor Degree in Architecture/ Planning/ Civil Engineering with Post graduation in Urban/City / Regional Planning with minimum of 15 years experience Master planning projects for Government sector for greenfield and brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	It is suggested to change the criteria as : "Bachelor Degree in Architecture/ Planning/ Civil Engineering with Post graduation in Urban/City / Regional Planning with minimum of 15 years experience Master planning projects for Government sector for greenfield and brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 500 acres or 2 similar projects as above for an area of 250 acres each	RFP Condition prevails
14	9	2.8: Key Personnel - Qualification Criterion for Port Sector Expert	MBA or ME/MTECH with minimum 10 years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.	It is suggested to change the criteria as: "Port Sector Expert MBA or ME/MTECH or PGDM or Equivalent with minimum 10 years' experience in port business operations / transshipment terminal development studies / development of port facilities , Port city development or "Green port" initiatives in India or abroad".	RFP Condition prevails
15	9	2.8: Key Personnel - Qualification Criterion for Infrastructure	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and	It is suggested to change the criteria as : "Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15

		Expert	Facilitation of projects with minimum area of 100 acres in India.	of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India"	years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.
16	9,10	2.8: Key Personnel - Qualification Criterion for Financial cum Economic Expert	MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage. He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments. Experience of working under the Eligible Assignments under Categories A, B & C will be evaluated.	It is suggested to change the criteria as" MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage. He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments. Experience of working under the Eligible Assignments under Categories A or B or C will be evaluated"	RFP Condition prevails.
17	10	2.8: Key Personnel - Qualification Criterion for Transaction cum PPP expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments	It is suggested to change the criteria as" MBA (finance)/ any Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr (Rs 5000 million) as defined in category C of eligible assignments"	RFP Condition prevails
18	10	2. 8 - II- Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township	Bachelor Degree in Architecture/ Planning/ Civil Engineering with Post graduation in Urban/City / Regional Planning with minimum of 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India	To ensure continuity in entire program, It is suggested to retain the same criteria for this position as defined under Part-I (Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months). Also there is additional position of Urban Designer (International) which has been provided for in this Part -II. Hence the criteria should be retained as follows: "Bachelor Degree in Architecture/ Planning/ Civil	These positions are essentially the same for Part I & Part II.

		Redevelopment area (T5 to T+12 months) - Qualification Criterion for Urban & Regional Planner (Associate Team Leader)		Engineering with Post graduation in Urban/City / Regional Planning with minimum of 15 years experience Master planning projects for Government sector for greenfield and brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 500 acres or 2 similar projects as above for an area of 250 acres each"	
19	13	2. 8 -III - Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)- Qualification criterion for Project Manager cum Team Leader	MBA or equivalent with minimum of 10 years of experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of feasibility reports, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years.	It is suggested to change the criteria as : " MBA or equivalent with minimum of 15 years of experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of feasibility reports, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years".	RFP condition prevails
20	10,11	2.8 -	Part II - Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+12 months) -	Position of Real Estate expert be added in Key Professional for Part II and continued/retained from Part I	RFP condition prevails

21	13	2.8 -	Part III- Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)	Position of Financial Expert be added in Key Professional and continued/retained from Part I	RFP Condition prevails
5. BIDDER: PWC					
1	Data sheet Sr. No. 7	Proposal Due Date	30-06-2021	<p>We would like to inform you that our organization is very much interested in pursuing this opportunity, and we are in the process of preparing a comprehensive and compelling proposal.</p> <p>As this is a very specialized nature of consultancy, we are bringing the right set of partners to enable us to submit a comprehensive proposal.</p> <p>Owing to various internal processes and legal compliances that we need to adhere to; it would be challenging for us to ensure submission of our proposal by 30-06-2021.</p> <p>Therefore, we request you to kindly extend the Proposal Due Date by at least 2 weeks, which will enable us to prepare a competitive bid.</p>	3 weeks from the time of issue of clarifications to pre-bid queries
2	Clause 2.6 (iv) in table	Proposal Due Date	Till 1500 hrs. (IST) on 30-06-2021		
3	Clause 2.10 (i) b)		Have an Establishment in India for atleast 3 years i.e prior to 30.05.2021.		
4	Clause 2.21.12		The proposal including Technical proposal, Approach, Methodology and Concept design and Financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on 30.06.2021 (Proposal Due Date) through CPP portal.		
5	Clause 2.21.13		Any Proposal after 1500 hours IST on 30.06.2021 (Proposal Due Date) shall not be accepted.		
6	Clause 2.8 III. A. 2		<p>Qualification Criterion for Transaction cum PPP Expert</p> <p>MBA (finance)/ any equivalent Post Graduation with minimum 7 years' experience in advisory services for large scale infrastructure projects with project cost of at least Rs 500 Crore for Government clients in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project monetization models in infrastructure sector on PPP or other forms of private sector participation in last 10years</p>	<p>Qualification Criterion for Transaction cum PPP Expert</p> <p>MBA (finance)/ any equivalent Post Graduation with minimum 7 years' experience in advisory services for large scale infrastructure projects with project cost of atleast Rs 500 Crore for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project monetization models in infrastructure sector on PPP or other forms of sector participation in last 10years</p>	Accepted.

7	Clause 2.10 (iii) II.		II. Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value atleast Rs.2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.	II. Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value atleast Rs. 2 Crores for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.	Accepted.
8	Clause 2.10 (iii) S.No. III.		III. Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of	III. Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development, other infrastructure sectors such as roads & highways, airports) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered.	Accepted
9	Pg 3, Datasheet Sr. No. 9		Bid Processing fee (Cost of Tender Document) Rs. 5,900/-	RFP Procurement Cost/ Tender Fees Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for	Undertaking to be given as per Format given in Annexure.....
10	Pg 11, Clause 2.2		Online payment of Rupees 5900 + GST towards the cost of Bid Document, shall be made as per details below.		

				submitting tender fee under the RFP.	
11	<p>Pg 19, Note: III & IV</p> <p>Pg 63, Note: III & IV</p>		<p>III. The entire team of expert (as per relevance of assignment) has to be present at SMP, Kolkata office for Project review meeting on the 3rd Monday of every month. Time of the meeting shall be fixed later upon discussion with the consultant. Keeping in mind the ongoing Pandemic meetings may be held online.</p> <p>IV. The Team Leader shall be available for the entire duration of the assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co-ordination required for the assignment.</p>	<p>Restriction due to COVID 19.</p> <p>We request the client to consider to include appropriate language on the lines below (sample):</p> <p>If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist</p>	RFP condition prevails
12	Clause 2.11		<p>2.11 CONFLICT OF INTEREST</p> <p>The bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SMP, Kolkata shall forfeit and appropriate the Bid Security as mutually agreed genuine pre estimated compensation and damages payable to SMP, Kolkata for, inter alia, the time, cost and effort of SMP, Kolkata including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to SMP, Kolkata hereunder or otherwise.</p> <p>The bidder requires that the Consultant provides professional, objective, and impartial advice and at all times hold SMP's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of</p>	<p>Conflict of interest - Several conflict of interest related obligations on us</p> <p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	RFP Condition prevails

			not being able to carry out the assignment in the best interests of SMP, Kolkata.		
13	GC Clause 1.3.2		<p>1.3.2 Conflict of Interests</p> <p>1.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.:</p> <p>The remuneration of the Consultants pursuant to Clause General Condition 1.6 here of shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.</p> <p>1.3.2.2 Procurement Rules of the Employer:</p> <p>If the Consultant as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Employer or the agencies funding such procurement and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.</p> <p>1.3.2.3 Consultants and Affiliates not to engage in certain Activities:</p> <p>The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub consultant and</p>		RFP Condition prevails

			<p>any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>1.3.2.4 Prohibition of Conflicting Activities:</p> <p>Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or</p> <p>(b) after the termination of this Contract, such other activities objectionable to Employer.</p>		
14	Clause 2.21.5		2.21.5. A bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form- 12. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.	<p>Sub-contract</p> <p>We may take assistance from our contractors or other PwC firms (each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However we remain solely liable to client for their acts; claims (if any) in relation to this engagement will be routed solely through client and us.</p>	RFP Condition prevails
15	Form-12		FORM-12 Details of Sub Consultants (if any)		
16	GC Clause 1.3.6 (b)		(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;		

17	GC Clause 1.2.9.1		<p>1.2.9.1 By the Employer</p> <p>The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.1, terminate this Contract.</p>	<p>Termination - Termination without notice and rectification period</p> <p>To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.</p>	RFP Condition prevails
18	GC Clause 1.2.9.1 (c) (f) GC Clause 1.2.9.2 (d)		<p>(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to General Condition hereof;</p> <p>(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.</p> <p>1.2.9.2 By the Consultants</p> <p>The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified here under of this Clause General Condition 1.2.9.2, terminate this Contract;</p> <p>(d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 1.8 hereof.</p>	<p>Termination - Unreasonable ground for termination</p> <p>We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.</p>	
19	GC Clause 1.2.9.3 (ii)		<p>1.2.9.3 Cessation of Rights and Obligations</p> <p>Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;</p>	<p>Confidentiality Obligations - Obligations to survive for more than a year post expiry or termination of contract</p> <p>We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	RFP Condition prevails
20	GC Clause 1.2.9.3		<p>i) Such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>ii) The obligation of confidentiality set forth in Clause General Condition 1.3.3 hereof;</p>	<p>Survival obligations - Obligations to survive for more than a year post expiry or termination of contract</p> <p>We request that any obligation arising under the agreement shall survive for a period of 12 months,</p>	RFP Condition prevails

			iii) Any right which a Party may have under the Applicable Law.	post termination/expiry of the Contract	
21	GC Clause 1.3.3		1.3.3 Confidentially The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.	Confidentiality Obligations - Exceptions to confidential information are not provided Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	RFP Condition prevails
22	GC Clause 1.3.3			Confidentiality Obligations - Parties to whom information can be disclosed is not documented Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required	RFP Condition prevails

				for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
23	GC Clause 1.3.4		1.3.4 Liability of the Consultants Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer. (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher. This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	Limitation of Liability - Liability is limited to 1X or insurance proceeds, whichever is higher Client is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	GCC prevails
24	GC Clause 1.3.4			Limitation of Liability - There are following exceptions to the limitation of liability - 1. gross negligence or wilful misconduct; 2. indemnification obligations Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	GCC prevails

25	GC Clause 1.3.5		<p>1.3.5 Insurance to be Taken Out by the Consultants.</p> <p>The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.</p>	<p>Insurance- Wide insurance procurement obligations</p> <p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	GCC prevails
26	GC Clause 1.3.8		<p>1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.</p>	<p>Confidentiality Obligations - Obligation to return all confidential information / destroy all confidential and no right to retain a copy</p> <p>We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	GCC prevails
27				<p>IPR</p> <p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this</p>	GCC prevails

				<p>agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	
28	<p>GC Clause 1.9.1 & 1.9.2</p>		<p>1.9.1 Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.</p> <p>1.9.2 Liquidated Damages for delay:</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, incase of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>RFP condition prevails</p>

29	GC Clause 1.9.4		<p>1.9.4 Penalty for deficiency in Services:</p> <p>In addition to the Liquidated Damages not amounting to penalty, as specified in Clause-1.9, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. The time period for the various stages of services as indicated in financial proposal.</p>		GC condition prevails
30				<p>Confidentiality Obligations - No right to disclose client name or project for citation / reference purposes</p> <p>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	Accepted
31				<p>Liquidated damages - Not sole and exclusive remedy</p> <p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	GC Condition prevails
32				<p>Liquidated damages - Not limited to solely our fault</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	GC Condition prevails

33				<p>No third party disclaimer - There is no restriction on the usage of deliverable. No third party disclaimers.</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	Not accepted
34				<p>Acceptance - No acceptance criteria</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	Not applicable
<p>6 .BIDDER: REPL</p>					

1	PageII Data Sheet S. No. 7		Date of submission of Bid 30-06-2021	To prepare a comprehensive proposal we need minimum 3 (three) weeks' time from the date of replies of pre bid queries, hence we request you to please extend the bid submission date by 2 weeks from the present date of submission i.e up to 15-07-2021	3 weeks from prebid replies
2	Page8 Clause 2.8		The Bidder/Consortium shall ensure that the appropriate team is deployed in order to ensure the required coordination with SMP, Kolkata and to complete the tasks assigned. The team of experts has been identified for carrying out specific task at different stages of the project	We understand the criticality of the project and it will not be a viable option to deploy the entire team at Kolkata as lot of support and other related information are readily available at corporate office. Necessary experts will travel at a short notice from client. Please confirm.	Yes
3	Page9 Clause 2.8 Pointno.2		Urban and Regional Planner – Qualifications : Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	The experts who has worked for Private sector or Developers or Funding institutions should also be considered. We request you to please make necessary changes. Please confirm.	RFP condition prevails
4	Page9 Clause 2.8		Key Personnel: I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months). (1) Program cum Strategic Management Expert (Team Leader)	We request you to kindly remove the clause of preference given for international experience. Further, we request you to kindly consider the experience in any category of eligible project can be considered.	RFP condition prevails
5	Page9 Clause 2.8		Key Personnel: I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months). (5) Infrastructure Expert	We request you to kindly consider the expert with 15 year experience also.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure

					projects with minimum area of 100 acres in India.
6	Page9 Clause 2.8		2.8, Key Personnel: II. Expert Personnel required for Part- II Detailed Master Planning for 429 acres ($\pm 20\%$) of Township Redevelopment area (T5 to T+12 months). A (1) Urban & Regional Planner (Associate Team Leader)	We request you to kindly remove the clause of having international experience of 5 years. Kindly consider National experience also.	RFP condition prevails
7	Page 35 Section 5 Appendi x 1, Notes		Notes: Primary Survey	It is understood that the Primary survey required for the purpose of existing situation assessment, the client will bear the cost or carry out the survey on its own after finalizing the required survey.	Bidder has to bear the cost of any primary survey necessary for preparation of Plans.
8	Page 40 Clause 5.2.3		5.2.3 Finalisation of the Detailed Master Plan for 429 acres ($\pm 20\%$) of Kolkata Port Township Complex– I ; Deliverables: 3d views, walk through	We request you to kindly restrict the number of views upto maximum 3 and walk through at 1.	Number of views & walk through to be decided based on proposed design.
9	Page 46 Section 5 Appendix 1, clause 5.3 (ii)a		Geotechnical Survey for preparation of Feasibility report/ DPR and Tender document	We request you to kindly limit the number of locations for the survey say upto 5 required for the project at consultant's cost. If more number of locations need to be surveys, then SMP will reimburse the cost of additional points and carry the survey on their own.	Cost of Geotechnical surveys if any will be reimbursed by SMPK as per actual.
10	Page 47 Section 5 Appendi x 1, Clause 5.4		Responsibility of SMP, Kolkata (c) Drone survey will be provided by the client to the consultant	It is understood that the Drone survey is completed till and will be made available to the consultant when the project will start. If the survey is not done and will be required to be done for the purpose of the project by the consultant then it will be paid extra to the consultant.	Updated drone survey maps will be given to the successful consultant
11	Clause 2.8 Project Schedule		<p>The project schedule is as follows :</p> <ol style="list-style-type: none"> 1. Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres ($\pm 20\%$) of SMP, Kolkata land (T+8 months) 2. Detailed Master Planning for 429 acres ($\pm 20\%$) of Township Redevelopment area (T5 to T+12) 	<p>Considering the nature of assignment and quantum of work it will be tough to complete the tasks within stipulated time line. Hence, we here by propose the following timelines as follows :</p> <ol style="list-style-type: none"> 1. Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres ($\pm 20\%$) of SMP, Kolkata land (T+8 months) 	RFP condition prevails

			months) Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)	2. Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+16 months) Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)	
12	Page9 Clause 2.8		Key Personnel: I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months). (1) Program cum Strategic Management Expert (Team Leader)	We request you to kindly remove the clause of preference given for international experience. Further, we request you to kindly consider the experience in any category of eligible project can be considered.	RFP condition prevails
13	Page9 Clause 2.8		Key Personnel: I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months). (5) Infrastructure Expert	We request you to kindly consider the expert with 15 year experience also.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.
14	Page9 Clause 2.8		2.8, Key Personnel: II. Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+12 months). A (1) Urban & Regional Planner (Associate Team Leader)	We request you to kindly remove the clause of having international experience of 5 years. Kindly consider National experience also.	International experience not required
15	Page 25 Clause 3.1.6.1 c		Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	To score maximum marks under this category, the consultant need 6 projects for Water supply / sewerage or drainage / solid waste management and 4 projects for Transportation study. The number of projects required are quite on higher side , we request you to modify the clause as follows : Bidder or the Consortium should have prepared DPRs	RFP condition prevails

				on Water supply/ Sewerage or Drainage/Solid waste management of atleast 2 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores.	
16	Page 26 Clause 3.6.1 S. No. 4		The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) /Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 year still Proposal Due Date.	There are very few consultants in India who have executed such viz Program Management and Project Management for Government Clients . The requirements are bit stringent as very few consultants will get qualified under this category. Since, the nature of assignment is varied and except few items the similar projects under Smart cities have been executed. We request you to please consider the smart cities PDMC assignments under this category .	RFP Condition prevails
17	Page 35 Section 5 Appendix 1, Notes		Notes: Primary Survey	It is understood that the Primary survey required for the purpose of existing situation assessment, the client will bear the cost or carry out the survey on its own after finalizing the required survey.	No Consultant has to bear the cost.
18	Page 40 Clause 5.2.3		5.2.3 Finalisation of the Detailed Master Plan for 429 acres ($\pm 20\%$) of Kolkata Port Township Complex– I ; Deliverables: 3d views, walk through	We request you to kindly restrict the number of views upto maximum 3 and walk throughs at 1.	Number will depend on the design hence cannot be fixed.
19	Page 46 Section 5 Appendix 1, clause 5.3 (ii)a		Geotechnical Survey for preparation of Feasibility report/ DPR and Tender document	We request you to kindly limit the number of locations for the survey say upto 5 required for the project at consultant's cost. If more number of locations need to be surveyes, then SMP will reimburse the cost of additional points and carry the survey on their own.	Cost for Geotechnical Survey for preparation of Feasibility report/ DPR to be reimbursed by SMPK in actual.

20	Page 47 Section 5 Appendix 1, Clause 5.4		Responsibility of SMP, Kolkata (c) Drone survey will be provided by the client to the consultant	It is understood that the Drone survey is completed till and will be made available to the consultant when the project will start. If the survey is not done and will be required to be done for the purpose of the project by the consultant then it will be paid extra to the consultant.	Yes
<u>7.BIDDER: TRACTEBEL ENGG.</u>					
1	Clause 2.10 Eligibility Criteria ; Note-3 at Page 15		Note-3: A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. "Associate(s) /Affiliate(s)" means, in relation to a Bidder, is defined as having 100% control / is controlled by; and "Control" in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.	<p>We are the Indian subsidiary of an international firm and registered in India since last 20 years. We request you to kindly consider 70% control in case of Associates/Affiliates for a better participation.</p> <p>Please amend the Note-3 as;</p> <p><i>A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. "Associate(s) /Affiliate(s)" means, in relation to a Bidder, is defined as having 70% control / is controlled by; and "Control" in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.</i></p> <p>Please confirm.</p>	RFP Condition prevails.
2	Clause 2.10 (iii) Technical Eligibility Criteria at Page-16		(b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date and the waterfront can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.	It is requested to consider either mixed land use area of 100 acre or minimum waterfront length of 1 Km during last 10 years in India or outside India. Please confirm.	RFP condition prevails

3	Note (i) of Clause 6.1 at Page 50		The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.	It is suggested that " The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team." be changed to 50% of the aggregate remuneration.	RFP condition prevails
4	Clause 2.21.12 Proposal Due Date at Page-23		b. The proposal including technical proposal, Approach, Methodology and Concept design and financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on 30.06.2021 (Proposal Due Date) through CPP portal.	<p>Preparation of concept design presentation covering overall vision and objective, broad Land Use Planning, placement of the project, Design Concepts, broad cost and recovery, implementation schedule and marketing strategy in the form of Drawings, Report, 3D view etc. is an exhaustive process and hence submission at proposal stage shall not be feasible because of time constraint, un-availability of input documents etc.</p> <p>Hence it is requested SMP to consider the submission of concept design presentation at later stage for bidders shortlisted after initial screening of bidder's proposal for Responsiveness to the criteria regarding Eligible assignments, Key Experts requirements etc. SMP shall invite only those shortlisted bidders to submit presentation atleast 1 day prior to date of presentation.</p> <p>Further, it is also requested to provide sufficient time atleast 10 working days for preparation of concept design presentation from the scheduled date of presentation.</p>	Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder's team is mandatory.
5	Section 5, Appendix I, TOR, clause 5.1.2, page no # 35		II) Study of existing Kolkata & Haldia Port functions & future projections <ul style="list-style-type: none"> • Study of existing & projected Traffic condition & cargo volume • Study of existing & projected freight movement • Study of existing & projected port operations • Study of port master plan 	<p>We understand that the reports mentioned here are already available, which are to be studied in respect of the current project. Therefore, studies related to traffic condition, cargo volume, freight movement, operations and port master plan are not required to be carried out by the consultant, please confirm that our understanding is correct.</p> <p>It is understood that Master plan prepared L&TIEL containing Traffic and transportation projections. Consultant will review, analyse and make future</p>	<p>The Port Master Plan by L&T is only confined within custom bonded area for which no additional surveys or studies to be conducted.</p> <p>However for preparation of Master plan of 4122 acres suitable traffic surveys, Hawkers survey etc have to be conducted in case of unavailability of data.</p>

				<p>projection on the basis of the available data.</p> <p>No additional Surveys to be carried out by Consultant such as Type of Origin- destination Survey, Parking Survey, Traffic Volume Count, Hawkers Survey Etc</p> <p>Please Confirm</p>	
6	Appendix – Term of reference Stage-II: Study of existing situation Page 35		Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Landuse plan.	<p>As we understood, GIS base map for entire area is already available with the client, therefore procurement of satellite imagery (Min. 0.5 m Resolution) shall not be required for preparation of base map. Client Shall also provide the drone survey map of the entire area.</p> <p>Please Clarify</p>	Yes
7	Appendix- Term of reference 3. Approvals and Statutory requirements: - Page 48		3. Approvals and Statutory requirements: - b. Consultant has to obtain required EIA and Environmental clearance under the project.	<p>Generally environmental clearance has been done by separate NABET accredited agencies. We understand that, Obtaining Environment clearance is not under consultant scope, however consultant will provide all technical support for environment clearance.</p> <p>Please clarify.</p>	Yes.
8	Clause 5.2.1 at Page No.: 40		Present the proposal to SMP, Kolkata along with 3D views and walk through	Request to clarify the Nos. of 3D Views and walk through with technical specifications. It will place all the bidders on same understanding level in financial bid.	No will depend on understanding of the proposed design hence cannot be fixed at this stage.
9	Clause 2.8 (Key Personnel) at Page 8	Program cum Strategic Management Expert (Team Leader)	MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large-scale infrastructure projects. International experience will be preferred	<p>Since it is urban infrastructure planning assignment, we request you to consider Postgraduate in Civil Engineering/Architecture/Planning also for Team Leader Hence modify the qualification criteria for TL as:</p> <p><i>Bachelor's Degree in civil engineering / Architecture</i></p>	RFP condition prevails

				<p>with Post graduation in Civil Engineering / Architecture/Planning or MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large-scale infrastructure projects. International experience will be preferred.</p> <p>Please confirm.</p>	
10	<p>Clause 2.8 (Key Personnel) at Page 8</p>	<p>Infrastructure Expert</p>	<p>Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/ Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.</p>	<p>Since planning of Water supply, Sewerage, Storm water drainage and Solid waste management infrastructure are in the curriculum under Environmental Engineering/Planning and widely acceptable qualification for such infrastructure projects e.g. Smart cities, Swach Bharat Mission, AMRUT and in other urban infra projects. Hence it is requested to consider PG in Environmental Engineering/Planning in educational criteria and relax minimum years of experience to 15 years.</p> <p>Please confirm.</p>	<p>Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.</p>
11	<p>Clause 2.8 (Key Personnel) at Page 8</p> <p>Port Sector expert</p>		<p>MBA or ME/MTECH with minimum 10years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.</p>	<p>Please consider the experience in planning and design of marine/riverine terminals and associated facilities.</p> <p>Please confirm.</p>	<p>RFP condition prevails.</p>
12	<p>Clause 2.8 (Key Personnel) at Page 9</p> <p>Social &</p>		<p>Master's in social sciences or MSW with minimum experience of 10 years in Social Impact Assessment studies of Urban development projects.</p>	<p>We request you to kindly consider Masters in Anthropology which is equivalent to Social Sciences also for this position.</p>	<p>RFP condition prevails</p>

	R&R Expert				
13	General			Does SMP intend to build a Command-and-Control Center for integrating the IoT based components?	Not at this moment
14	Clause 2.8 (Key Personnel)			The resources identified in RFP might be missing on the Electrical Expert and IT Expert. We request you to include these resources either in Expert pool or in resource pool.	Consultant may include in resource pool based on their understanding of the TOR.
15	General			Other than exploring PPP, does any provision of seeding Capital from the Port Trust/Ministry of Shipping/ Govt. of India?	May be proposed.
16	General			Who is the Authority for approving the master plan of SMP area? Is it the Port Trust or KMDA? We understand that it shall be SMP only.	SMP, Kolkata & KMDA
17	General			Does this assignment include any Port Side development?	No
18	2.6 SCHEDULE OF SELECTION PROCESS: At Page-6-7		Proposal Due date	We would like to request atleast 2 weeks' time from the reply of prebid queries for the bid submission considering present lockdown in West Bengal and partial working in office with limited capacity, movement restrictions and adversities due to Covid across the country. Please confirm.	3 weeks from the time of issue of clarifications to pre-bid queries
8.BIDDER: EGIS					
1	2.5 Payment; Page No 6		All payments to the Consultant shall be made in INR excluding GST in accordance with the provisions of this RFP.	Requesting the client to please clarify <i>“Whether the project is exempt from GST or not?”</i> Note that certain projects (involving “water, environment or ecological aspect”) are exempt from GST as per Serial No. 3 of the Notification No 12/2017 – CTR.	No exemption

2	2.8 Key Personnel; Page No 8 - 14		Qualification Criteria for the Key Personnel across Part I, PART II, PART III of the projec	<p>We request the client to consider a single team for the PART 1 and PART 2 of the assignment. This will ensure uniformity in planning and aid quicker project turnaround.</p> <p>Also, the Team Leader may continue to work on PART 1, PART 2 and PART 3 of the assignment.</p> <p>Requesting the client to re-consider the above, would be more viable for the project.</p>	RFP condition prevails. PART 1 & PART 2 has almost the same team.
3	I. 2.8 Key Personnel - Team Leader; Page No 8 & II. 2.8 Key Personnel - Team Leader; Page No 10		Key Personnel Qualification Criteria Program cum Strategic Management Expert (Team Leader): MBA or equivalent	We understand that Masters in Urban Planning/ Urban Design/ Architecture/ Civil/ Environmental Engineering qualification would also be considered for the Program cum Strategic Management Expert (Team Leader), please confirm.	Yes if experience matches
4	I. 2.8 Key Personnel - Urban & Regional Planner (Associate Team Leader); Page No 9		Key Personnel Qualification Criteria Urban & Regional Planner (Associate Team Leader): minimum of 15 years experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	Based on the project specific requirement, we suggest to include experience of projects related to ports, Industrial townships, SEZs, logistics park, commercial developments as relevant work experience beside experience on projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements for Associate Team Leader. Kindly consider and confirm	RFP condition prevails
5	I. 2.8 Key Personnel - Urban Designer		Key Personnel Qualification Criteria Urban Designer (International) overall 10 years of experience of which international experience of minimum 5 years' in	We believe that international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects 'involving mixed use design of waterfront of 1km stretch and	RFP condition prevails. For Both Part I & Part II Qualification of Urban Designer (International) to be considered

	(International); Page No 9 & II. 2.8 Key Personnel - Urban Designer (International); Page No 10		architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India	public space of minimum 100 acres area outside India' is highly restrictive for Urban Designer position; We request relaxation for international experience to 3 years' in architecture and urban planning along with experience of undertaking at least 1 project of waterfront development of 1 km stretch in India or abroad. Higher marks would be awarded to expert having more years of international experience with nos. of relevant projects. Kindly consider and confirm	as follows: Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.
6	I. 2.8 Key Personnel - Infrastructure Expert; Page No 9 & II. 2.8 Key Personnel - Infrastructure Expert; Page No 11		Key Personnel Qualification Criteria Infrastructure Expert Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning	We request the client to add Masters in Urban Planning/ Urban Design/ Civil/Environmental Engineering as relevant qualification in addition to the Post graduation in Public Health Engineering/Infrastructure Planning for Infrastructure Expert position.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.
7	I. 2.8 Key Personnel - Transaction cum PPP Expert; Page No 9		Key Personnel Qualification Criteria Transaction cum PPP Expert MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr. (Rs. 5000 million) as defined in category C of eligible assignments	We request the client to consider ongoing experience in PPP projects with project value of minimum Rs. 250 cr. for Transaction cum PPP expert.	RFP Condition prevails

8	I. 2.8 - Foot Note, Page No. 14	Key Personnel	<p>Note :</p> <p>I. Over and above the given list of experts, the Bidder should commit to deploy relevant and adequate experts, including PMU experts to ensure quality and timely delivery of the assignment as per the scope of work envisaged in the TOR. The consultant shall ensure that the appropriate pool of technical expert is deployed to deliver the identified and agreed programme interventions in co-ordination with SMP, Kolkata. The pool of experts has been identified for carrying out specific task at different stages of the project.</p> <p>II. The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.</p> <p>III. The entire team of expert (as per relevance of assignment) has to be present at SMP, Kolkata office for Project review meeting on the 3rd Monday of every month. Time of the meeting shall be fixed later upon discussion with the consultant. Keeping in mind the ongoing Pandemic meetings may be held online.</p> <p>IV. The Team Leader shall be available for the entire duration of the assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co-ordination required for the assignment.</p>	<p>We feel that large number of CVs are requested to be submitted at the RFP stage because this exercise would take lots of time for bidders to prepare and submit CVs against each position as well as time required by the Client for evaluation of each CVs during the bidding stage. Which is generally considered after shortlisting of Technically competent consultancy firm or consortium.</p> <p>To avoid this Client may consider CVs for max. 10 Nos of Key Positions as indicated for the Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan and CV for Project Manager cum Team Leader position for the Part- III Transaction Advisory & Program Support and Management for implementation. And CVs for all the remaining positions would be submitted only by the shortlisted firm during finalization of the project contract.</p>	For remaining manpower only pen profile to be submitted. Detail CVs not required.
9	2.10 (iii); Page No 16	Eligibility Criteria	(iii) Technical Eligibility Criteria: The Bidder or the Consortium must fulfil all the four categories as mentioned below to be considered eligible under the RFP.	<p>1) We request to consider 15 years of experience under each categories of the projects instead of 10 years for qualification.</p> <p>2) We understand that single assignment fulfilling</p>	<p>1) RFP condition prevails</p> <p>2) Yes</p>

					multiple criteria would be allowed for repetition, kindly confirm.	
10	3.1.6; Page No 25	Technical Evaluation	SECTION A- Bidders relevant project experience		<p>1) We request to consider 15 years of experience under each categories of the projects instead of 10 years for scoring.</p> <p>2) We understand that single assignment fulfilling multiple criteria would be allowed for repetition, kindly confirm.</p>	<p>1) RFP condition prevails</p> <p>2) Yes</p>
11	3.1.6 Section- A, (3); Page No 26	Technical Evaluation	<p>The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad.)</p>	<p>5</p> <p>2 marks for meeting the minimum eligibility criteria.</p> <p><i>For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks.</i></p> <p>For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.</p>	<p>Requesting the client to please allocate 0.5 marks for each additional assignment with cost of INR 500 Crore.</p>	RFP condition prevails
12	6.1 Page No 50	Time & Stage Payment Schedule	(i) The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.		Requesting the client to consider capping remuneration of Program Support Team to 30% of the remuneration of Expert pool and the Program Support Team.	RFP condition prevails

13	APPENDIX –III, Page No 59	Form of Bank Guarantee for Performance Security;	M/s._____ should interalia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Kolkata for a sum of Rs. _____ (Rupees _____ only) being 10% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.	We understand that Performance Security is 3% of contract value, please correct the typological error in PBG form.	Yes
14	Annexure-5; 1.2.3; Page No 125	General Conditions of Contract,	The Consultants shall begin carrying out the Services within 15 days. The completion period of this assignment is as per the time line mentioned in tender document.	Considering the CoVid pandemic; we request the client to keep minimum 30 days' time for commencement of services.	RFP condition prevails
15	Annexure-5; 1.3.5; Page No 126	General Conditions of Contract,	1.3.5 Insurance to be Taken Out by the Consultants.	We understand that large consultancy organization generally maintain insurances for their overall contracts obligations under an Umbrella policy which are generally accepted at all Government Clients. Please confirm, if there may any specific requirement for PLI	No
16	Annexure-5; 1.9; Page No 134	General Conditions of Contract,	1.9.1 Liquidated Damages for error/ variation: In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.	As per generally accepted principal for consultancy contract, requested client to consider capping Liquidation damages to max. ceiling of 10% of the Agreement value.	GCC prevails
17	Annexure-5; General Conditions of Contract		1.9.2 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum	As per standard industry practices; we request the client to consider capping the liquidation damages to 0.2% for each week of delay subject a maximum of 10%.	GCC prevails

	1.9; Page No 135		of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).		
18	General Query	.		Considering the CoVid 19 pandemic related restriction and limited work force in office, we request to provide atleast 21 days after the releasing clarifications/ publishing pre bid clarifications for preparation and submission of proposal.	Due date of submission of bid extended to
9.BIDDER:FICTNER					
1	GENERAL INSTRUCTIONS Clause 2.7 Page 13		Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case any bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term bidder means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	We request to consider Bidder as Combine experience and capabilities of "Consortium of firms" instead of LEAD Member and ammend the clause as: Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case any bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a Consortium of Firms (the "Consortium Members") in response to this invitation. The term bidder means the Sole Firm or the Consortium Members , as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	RFP condition prevails
2	KEY PERSONNEL: Clause 2.8 Page 14	I. Expert Personnel required for Formulating Vision,	5. Infrastructure Expert Qualification Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with	We request to modify the Qualification Criteria as Bachelor Degree in Civil Engineering with Post graduation in any Civil Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation Planning,	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an

		Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months)	minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	designing/DPR preparation and facilitation of projects with minimum area of 100 acres in India.	experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.
3	KEY PERSONNEL: Clause 2.8 Page 14		Note II. The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.	We request to accept the Experts CV with Consent letter and undertaking to enter a dedicated full-time contract to work on this project after wining with the Consulting Firm.	RFP condition prevails
4	ELIGIBILITY CRITERIA Clause: 2.10 (i) Page No. 15		c) Indian company can have a consortium /JV with International consultants.	We request to accept International Consultants as Consortiums may either established in India or a body corporate incorporated under the applicable laws of its origin.	Accepted under RFP clause
5	Clause 2.10 (ii) Financial Eligibility criteria: Page 16		The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20. In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and	We request to accept the Turnover upto Rs 100 Cr and modify the clause as The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 100 crores (1000 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20. In case of consortium the Lead member should have	RFP condition prevails

			2019-20 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.	average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs. 40 Crores (400 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.	
6	ELIGIBILITY CRITERIA Clause: 2.10 (i) Page No. 20		Be an Individual or Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization.	We request you to allow a Consortium of not more than four members (LEAD + 3 Members)	RFP condition prevails
7	ELIGIBILITY CRITERIA Clause: 2.10 (i) Note: 3. Page No. 20		A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. "Associate(s) /Affiliate(s)" means, in relation to a Bidder, is defined as having 100% control / is controlled by; and "Control" in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.	We also request you to kindly allow credentials of Parent Company or Sister organisation (Associate/s) to be considered for experience in projects, as it is allowed Government of India tenders like NMCG and other GoI Projects. One file is attached for your ready reference, kindly check.	Accepted
8	Technical Evaluation Category A: Master Planning Experience Page 30		c). Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	We request to please reduce the project value to Rs 150 Crores.	RFP condition prevails

9	Technical Evaluation 1. Category A: Master Planning Experience Page 30		b. The Bidder or the Consortium should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km stretch of water front.	We request to please ammend the clause as: b. Bidder Should have National/ International experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km stretch of water front.	RFP condition prevails
10	FORM-3 Bidder's Profile Page No. 78		(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?	We request you to kindly modify the statement as: (iv) Is the Bidder or any member of the consortium, blacklisted by any Government department/Public Sector Undertaking as on date of Submission of Bid?	RFP condition prevails
11	CORRIGEN DUM-I: Dt. 10.11.2020		Bidders are requested to upload this " CORRIGENDUM -I " duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as a token of acknowledgement and acceptance.	Please clarify, do we have to upload in Bid stage.	Yes
12	General Query		Site Visit	We request you to allow us a Site visit for Next week.	Accepted. Will be arranged.
13	DATA SHEET Clause No. 7 Page 3		Bid Submission End Date: 30-06-2021 03:00 PM	We request you also to please extend the submission date atleast 21 days from the date of receipt of pre-bid reply.	Due date of submission of bid extended to
<u>10.BIDDER: LOUIS BERGER</u>					
1	2.14 Site visit and verification of informatio		Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data	We presume that on request from the consultant the client would organize a site visit. Our team of experts would like to visit the site to understand the site before submission of the RFP.	Yes

	n, Page 18		with SMP, Kolkata, applicable laws and regulations or any other matter considered relevant by them.	Please confirm.	
2	2.8 Key Personnel: , Page 8		<p>Program cum Strategic Management Expert (Team Leader)</p> <p>Qualification Criterion: MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred</p>	<p>Please consider the following changes in Qualification Criterion:</p> <p>Bachelor Degree in Civil Engineering / Architecture/ Planning or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale Infrastructure projects. International experience will be preferred.</p>	RFP condition prevails.
3	B. Program Expert Team Page 13		<p>Project Manager cum Team Leader</p> <p>Qualification Criterion: MBA or equivalent with minimum of 10 years of experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of feasibility reports, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years.</p>	<p>Please consider the following changes in Qualification Criterion:</p> <p>Bachelor Degree in Civil Engineering / Architecture/ Planning or equivalent with minimum 10 years of experience of project related to program/project management</p>	RFP condition prevails
4	5.1.2 Stage-II: Study of existing situation, Page 34		Study of port activities wrt. Cargo, freight, traffic etc. in the regional context, usage of various lands, details of activities/buildings which have gone out of use, future plans of SMP, city –hinterland relationship.	We presume that the study will be desk-based. No primary survey involved in the mentioned study. Please clarify.	Sample surveys may have to be conducted for preparation of Master Plans to validate any data available or in absence of secondary data
5			Study of all the reports available with SMP, provisions of LUDCP of KMDA, Vision 2025 of KMDA, Comprehensive Mobility Plan of KMDA, Master Plan for Traffic and Transportation of KMDA, Development control Regulations,	We presume that the mentioned reports and studies are available in the public domain free of cost. If not, we would request you to kindly arrange the copies (printed as well as soft copies) for the selected consultant.	Yes

			Environmental regulations, any constraints on the development etc. along with the various Central Government policies and programmes as may be applicable for development of the Port & Port allied area and Township area.	Please confirm	
6			Case study at least three international examples of similar nature and size and compare with the project. Identify the design aspects which are relevant to the project and a Presentation to the SMP, Kolkata and concerned Stakeholders on the same to be made.	We presume that the study would be desk-based and no international travel would be required. Please confirm	Yes
7	5.1.2 Stage-II: Study of existing situation, Page 35		v. Land <ul style="list-style-type: none"> Land use mapping, assessment of existing land use Study of all revenue data, existing development, Land allotment status, land prices within and surrounding area etc. Study of the conditions of existing structures, including type, height of the buildings, existing use etc. Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Landuse plan LUDCP of KMDA 	We presume that the client will provide digitized cadastral data along with revenue details to the selected consultant free of cost. Please confirm	Data availability has to be checked by Consultant and if required may have to procure
8	5.1.3, Page 35	Preparation of draft Strategy and Concept Master plan of 4122 acre:,	<ul style="list-style-type: none"> The broad Landuse Plan delineating areas for Port own use, Port allied areas and Township area. Delineating Redevelopment area, Resettlement area and Renewal area under the Township area 	The demarcation of land is one of the significant and challenging exercises. We presume that the client will provide necessary assistance in terms of deputing revenue officer such as <i>Tehsildars</i> during the boundary demarcation.	Yes
9	Discussion with stakeholders:		Discussion with stakeholders: To interact with all stakeholders / Authorities through workshops, meetings etc. and take all	We presume that the client will bear the cost of workshops and stakeholder meetings/ interactions. The consultant will facilitate the client.	Yes. Printing material cost to be borne by Consultants

	Page 36		necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be easily implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval	Please clarify.	
10	5.1.5, Page 37	Investment Policy, Marketing Strategy and Policy formulation	vi. Preparation of Marketing booklets, advertisements, media campaign, investors meet etc.	We presume that the client will bear the cost of booklets printing, advertisement, media campaign and investors meet. The selected consultant will facilitate the client such as a preparation of soft copy of the booklet for printing but the cost of printing will be borne by the client. Same in the case of advertisement, media campaign and investor's meet. Please confirm	Yes
11	5.2.1	Preparation of draft Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex– I	Quantify and Study the impact of the multi-modal traffic generated due to complete development of SMP, Kolkata Township Complex-I on the adjoining /access roads, Railways and suggest proposals to negate the adverse effects.	We presume that the traffic surveys required for the multi-modal traffic forecasting will be provided by the client to the selected consultant free of cost. Please confirm	Consultant has to bear it.
12	5.2.4:, Page 42	Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex– I	The consultant shall study existing norms, standards, existing situation, Demand assessment and Gap assessment and then propose design along with propose technology for all the infrastructure such as Water supply, sewerage, Storm water drainage, Electricity, Roads, Fire services, Solid waste disposal, Communication and landscaping, Smart infrastructure of the Redevelopment area of Township.	<p>Kindly confirm whether the topographic surveys, geotechnical investigations and details of exiting underground utilities such as water supply lines, sewerage lines, drainage, power corridors, OFC/ communication lines, Gas lines etc are available with the client and the client will provide it to the selected consultant free of cost. Please clarify</p> <p>We also presume that the connectivity from the external infrastructure such as roads, railways & port (if required), water supply, drainage, sewerage, solid waste, communication lines etc are not in the scope of the selected consultant, please confirm.</p>	<p>Topographic survey for 429 acres to be conducted by Consultant if found required. Utilities maps to be collected by Consultant from KMC, Line departments if not available with SMP.</p> <p>Geotechnical survey if to be done will be reimbursable as per actual by SMPK.</p> <p>Planning for infrastructure within the site area includes proposal for connectivity with city trunk infrastructure.</p>

13	Terms of Reference - 6.1, Page 50	Time & Stage Payment Schedule	The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.	We understand that the client will provide either its approval or comments on each deliverable within 15 days after submission by the consultant and the time taken for approval by different authorities will not be added to the timelines of deliverable submission. Kindly confirm.	Yes. 40% payment against deliverables to be only released after all approvals from all authorities as deemed required are obtained.
14	GCC 1.2.4 Expiration of Contract		Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirm by the Employer by issuing completion certificate at the end of six months.	We understand that the Employer will confirm completion of Services and issue completion certificate at the end of 6 months of completion of Services. Please confirm.	Yes unless stated otherwise elsewhere
15	GCC 2.6 Modification		Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.	Does the modification of scope of services also include variation? Please confirm.	Yes apart from allowable limits
16	GCC 1.2.7 Force Majeure		For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	We request to add as exceptional event the Covid-19 situation with suspension rights and right to claim for additional costs if needed. Please confirm our request.	In respect of pandemic, the direction of Govt of India will be applicable at the relevant time.

17	GCC 1.6.1 Cost Estimates		The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in tender of Financial Proposal and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in tender so far as they are applicable but otherwise as agreed mutually.	The Additional Services may be suggested or required by the Consultant also in the interest of the Project, if found necessary. Please clarify.	GCC prevails
18	GCC1.6.4 (a) Mode of Billing and Payment		No advance payment shall be paid to the Consultant.	For the ease of Consultant, the Consultant should be paid some advance payment. We request you for this provision.	GCC prevails
19	GCC1.6.4 (b) Mode of Billing and Payment		(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable pursuant to General Condition for such month.	In order to avoid any unnecessary delay in release of payments, we request that itemized statements and other appropriate supporting materials, of the amounts payable need to be defined and clarified.	GCC prevails
20	GCC 1.9.1 Liquidated Damages for error/ variation		In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value	The cap of 50% on Liquidated Damages for error/ variation for reasons on the part of the Consultant is on higher side. Generally, it is 10% in such type of Contracts. We request to reduce it to 10% as a cap on Liquidated Damages for error/ variation	GCC prevails
<u>11.BIDDER: TPF EPL</u>					
1	Program /Project Managem ent Unit (PMU) experien ce	As per Technical Evaluation, Category-D of Section-A, Relevant Bidder Experience	The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability	We understand the expertise required for this significant project. We would like to request you to clarify if PMC experience can be considered as relevant experience as well. If not, we request you to modify the criteria as	No. RFP Condition prevails.

			assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.	follows: program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.	
2	Proposal Due Date	As per Sr. No 4, Schedule of Selection Process	Proposal due date- Till 1500 hrs. (IST) on 30.06.2021.	Amid the current scenario due to Covid, we request you to kindly consider extending the due date of submission till 15.07.2021.	3 weeks from the time of issue of clarifications to pre-bid queries
<u>12.BIDDER : SMEC INDIA</u>					
1	General		Man-months for the Projects.	<p>We understand that the Client has defined the Man-Months for Program Expert team in Stage II. However, there is no defined man month for Stage I.</p> <p>Our suggestion is to provide minimum mandatory man month for key experts that consultants need to meet. Obviously, it has financial impact, and it will allow client for evaluation at equal level.</p>	Stage I is design phase which does not require full time manpower deployment at site. Hence Consultant to submit their proposed manning schedule based on their understanding of TOR.
2	Clause No. 6.1, Stage II, Page No. 49.	Time & Stage Payment Schedule:	<p>Stage II: Program Support phase (Transaction Advisory & Program management support unit) is based on time and material contract.</p> <p>During this phase the payment for the PMU will be disbursed quarterly based on actual deployment of manpower upon submission of quarterly status & progress reports by the Bidder</p>	Since PMU is exclusively deployed for the project and it asks for continuous investment hence, we request to consider monthly billing and disbursement.	Accepted.

			and review of the same by SMPK		
3	Clause No. 6.1, Stage II, Page No. 50.	Time & Stage Payment Schedule:	<p>Note:</p> <p>(i) The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.</p>	<p>1. Kindly clarify the intention of this clause.</p> <p>2. We assume 'Expert Pool' means 'Program Expert Team' (deployed in PMU) and not the expert personnel mentioned in stage I.</p>	<p>1. As number of Programme Support staff cannot be fixed hence in order to bring all Bidders in comparable platform in terms of financial quote, the clause has been kept.</p> <p>2. Yes</p>
4	Clause No. 1.2.7, Page No. 119. (PDF)	Force Majeure	<p>1.2.7 Force Majeure</p> <p>1.2.7.1 Definition</p> <p>(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts.....</p>	<p>Kindly request the client to include "Pandemics" and "Epidemics" in the definition.</p> <p>And, request to add this additional clause to Force Majeure: "The Consultant records that there is a global pandemic caused by the COVID-19 virus at the time of signature of the agreement/making this proposal. Scope offered is defined as such and Services are priced and rendered taking this into account. The Parties however acknowledge that the effect and consequences of the pandemic are uncertain at the time of signature hereof and circumstances beyond their control COVID might affect the rendering of services in the future in ways not contemplated even at the signature hereof, and record that such impact will be notified timeously and addressed by way of variations for time and reasonable costs in the same way as agreed in the Force Majeure clause in this agreement"</p>	<p>In respect of pandemic, the direction of Govt. of India will be applicable at the relevant time.</p>
5	Clause No. 1.2.8, Page No. 121. (PDF)	Suspension	<p>The Employer may, be written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure</p>	<p>Kindly request for Deletion of word "All" and We propose to amend the clause as under:</p> <p>1.2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify</p>	<p>RFP Condition prevails</p>

			<p>within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.</p>	<p>the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>Provided that Employer may suspend Payments if the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;</p> <p>Provided further that if the work or the Services are suspended by the Employer for reason other than beyond his reasonable control, over the term of this Contract, the Consultant shall be paid for all services performed prior to the receipt of a notice of suspension.</p>	
6	<p>Clause No. 1.3.4, Page No. 125-126. (PDF)</p>	<p>Liability of the Consultants</p>	<p>(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p>	<p>Kindly request for the clause to be amended as:</p> <p>(ii) For any direct loss or damage that exceeds: (A) the total payments Professional Fees and Reimbursable Expenditures made and expected to be made to the Consultants hereunder; or B) the proceeds Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, provided such proceeds shall not exceed fee received by the Consultant, whichever of (A) or (B) is Lower.</p>	<p>RFP Clause prevails</p>
7	<p>Clause No. 1.3.8, Page No. 127. (PDF)</p>	<p>Documents Prepared by the Consultants to be the Property of Employer</p>	<p>All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer ...</p>	<p>Kindly request for the clause to be amended as:</p> <p>All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than</p>	<p>RFP Clause prevails</p>

				upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof subject to all payments made by the Employer to Consultant upto the date of termination.	
8	Clause No. 1.4.4 (b), Page No. 128-129. (PDF)	Consultant’s Personnel Working Hours, Overtime, Leave, etc. Further, no fee shall be payable to the Consultant for such leave periods and suitable deductions from the bills shall be made on this account.	Kindly request for Deductions not be made for leaves taken on reasonable grounds or unforeseen circumstances.	RFP condition prevails
9	Clause No. 1.6.4 (c), Page No. 132-133. (PDF)	Mode of Billing and Payment:Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.	Kindly request for the clause to be amended as: Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments, subject to prior 14 days formal written Notice of Discrepancy issued by the Employer to the Consultant, provided that such notice shall specify (i)detail of discrepancy so found, (ii) shall request the Consultant to remedy such discrepancy within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of Discrepancy.	RFP condition prevails
10	Clause No. 1.9.1, Page No. 134. (PDF)	Liquidated Damages for error/ variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.	Kindly request that Consultant shall not be held liable for consequential damages. And, Consultant's Liability should be limited to direct damages as given in Limitation of Liability clause 1.3.4	RFP condition prevails
11	Clause No. 1.9.2, Page No.	Liquidated Damages for delay:	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the	Kindly request you to accept Liquidated Damages at 0.1% per week, instead of 0.2% per day.	RFP condition prevails

	135. (PDF)		Agreement Value per day,.....		
12	Clause 1.1, Page No. 2.	Section 1 - Introduction Overview	SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey / resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.	Will this be made available for the winning Consultant to refer to the dependent information that is required to formulate the vision/strategy?	Yes
13	Clause 1.1, Page No. 2.	Section 1 - Introduction Overview	SMP, Kolkata has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately.	Will this be made available for the winning Consultant to refer to the dependant information that is required to formulate the vision/strategy?	Yes
14	Clause 1.1, Page No. 2.	Section 1 - Introduction Overview	We need to reinvent civic engagement in urban and regional development	What is the geographic spread you are looking at to conduct civic engagement?	Hinterland of Port
15	Clause 1.2, Page No. 2.	Section 1 - Introduction Overview	C: Rehabilitation Area - Area which will used for rehabilitation of existing slums, unauthorised tenants, encroachments etc. from redevelopment area.	Do you already have the records of existing slums, unauthorised tenants, encroachments etc	Unauthorized tenants & Encroachment details available. Location of slums available but slum HH details not available.
16	Clause 1.2, Page No. 2.	Section 1 - Introduction Overview	B: Renewal Area: Renewal of leases and licenses to existing lessees/licensees in Non-Redevelopment Areas	Do you already have these records?	Yes but studying the existing situation the Renewal area has to be proposed by Consultant.
17	Clause 1.2, Page No. 4.	Section 1 - Introduction Overview	This is Brown Field Project	Do you have underground utilities data, if any?	Data if available will be shared
18	Clause 1.2, Page No. 4.	Section 1 - Introduction Overview	Approximately 429 ac of land has been proposed for redevelopment	Is there a guiding document that captures the assessment indicating re-development? Is this land mapped?	Land area has been mapped. Demarcation has been done tentatively by SMP however have to be studied and vetted by Consultant.
19	Clause 2.8, Page	Key Personnel	Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan (Part-I)	Kindly request that 'International' to be removed and Allow National Expert with International experience. Given the current pandemic conditions	RFP Condition prevails

	9 & 10.		& Expert Personnel required for Part- II Detailed Master Planning Urban Designer (International)	INTERNATIONAL urban designers may not desire to make trips or live in India.	
20	Clause No. 6.1, Stage II, Note: iv, Page No. 50.	Time & Stage Payment Schedule:	Note: (iv) Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted to consultant.	We suggest keeping maximum 30 days cap for stage approval.	Note: (iv) Unless the submission of the earlier stage of work is done, no submission for next stage shall be submitted to consultant.
21	Clause No. 6.1, Stage I, Page No. 48.	Time & Stage Payment Schedule:	Stage 1: Design Phase: Preparation of Inception Report Duration: T + 0.5 months	Since all this milestone contains many consultations and also the coherence of scattered sites in different locations needs to be understood at spatial/functional level, it is not practical to put up the inception report in 2 weeks. Hence requesting you to make duration T+1 month.	RFP Condition prevails
22	2.8 Key Personnel: Page No. 12	II. Expert Personnel for Part II DMP for 429 Ac;	D. Support Staff: addition to above, the consultant shall deploy at Detailed Master Planning stage as per project need for completion of the tasks as per the scope of work all the necessary support staff such as: <ul style="list-style-type: none">• Site Supervisors (Urban Planner/Architects/Engineers)• Technical assistants (AutoCAD/GIS draughtsmen)• Data processing and Data Entry personnel• Field Surveyors• Cost & Estimation Engineer• Revenue data Expert	Are you expecting full time field deployment of Support Staff? Please Clarify.	No as per project requirement.
23	Data Sheet Page No. II		Proposal Due Date 30-06-2021	Due to the 2nd Wave of Covid-19 Pandemic, we are advised to work from home, thus, limiting our functionality to a great degree; we are unable to work cohesively as a team for the preparation of a Quality Proposal. And, given the disjointed variable land parcels for overall Concept Master Plan and scattered land	3 weeks from the time of issue of clarifications to pre-bid queries

				<p>parcels that are likely to firm up for Detailed Master Plan, it takes efforts to ideate and strategize the overall approach to develop suitable Concept.</p> <p>Hence, we kindly request you to extend the date of submission to at least 15 days from the current date of submission</p>	
13.BIDDER : TATA CONSULTING ENGRS.					
1	Clause - 2.8 - Key Personnel: page 8-	Program cum Strategic Management Expert (Team Leader)	MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred	Request to consider Masters in Engineering / planning also for the position	"Or equivalent" RFP condition prevails
2	Clause 3.1.6- Page 24	Technical evaluation-	Section C Approach, Methodology & Concept Design– 25 Marks	Presume, these marks would be evaluated based on the Presentation made by bidders at the later stages, and hence, the bidders shall only need to submit the Section A and Section B document only; Confirm.	No Section C to be submitted along with Technical proposal.
3	Clause 5.1.1 page 34	Stage – I: Preparation of Inception report-	Identification and interaction with all stakeholders / Authorities through workshops, meetings etc.	Presume, such stakeholder consultations would be organized by SMP. Confirm.	Consultant has to play instrumental role in organizing the stakeholder meetings
4	Clause 5.1.1 page 34	Stage –II: Preparation of Inception report-	Study of existing Kolkata & Haldia Port functions & future projections	Presume, these reports are already available with SMP. Confirm.	Yes
5	Clause 5.2.1 - page 39	Stage –II: Preparation of draft Detailed Master Plan for 429 acres	Study existing profile and future proposals for physical infrastructure components like – water supply, sewerage, storm water drainage, solid waste and roads	Presume this is based on secondary data only; confirm.	Yes. Sample primary survey may be undertaken to validate the secondary data.
6	Clause 5.2. page 38	Component II	Preparation of detailed design brief on the basis of approved Strategy & Concept Master plan for a waterfront mixed use development with commercial,	Presume, that, the detailed Masterplan of 429 acres, also includes the waterfront development projects. Confirm.	Yes

			recreational, residential, business, entertainment, retail & hospitality and community development projects etc. Detailed Master plan of the identified 429 acres of Township redevelopment area will consist of:		
7	Clause 5.2.4 - Page 42	Detailed Infrastructure design for 429 acre	a. Detailed road work design:	Presume that, condition analysis of existing roads is not part of the present study; confirm.	Included under Detailed Master Plan
8	Clause 5.2.4 - Page 43	Detailed Infrastructure design for 429 acre	b. Water supply:	<ul style="list-style-type: none"> Presume that, condition analysis of existing system is not part of the present study; confirm. Presume that, source studies are not part of this assignment. Confirm. The existing / proposed source for the project identified if any may be specified along with the location details. Presume that, no new WTP / rehabilitation of existing WTPs is not part of this assignment. Confirm.	Included under Detailed Master Plan
9	Clause 5.2.4 - Page 43	Detailed Infrastructure design for 429 acre	c. Sewerage system	<ul style="list-style-type: none"> Presume that, condition analysis of existing system is not part of the present study; confirm. Presume that, rehabilitation of existing STPs, if any, are not part of this assignment. Confirm	Included under Detailed Master Plan
10	Clause 5.2.4 - Page 44	Detailed Infrastructure design for 429 acre	d. Storm Water drainage	Presume that, condition analysis of existing system is not part of the present study; confirm.	Included under Detailed Master Plan
11	Clause 5.2.4 - Page 44	Detailed Infrastructure design for 429 acre	e. Power supply: Based on the land use and utility plan forecasting the power demand of the project area. Preparation of master plan, power distribution with all types of feeder lines (HT, MV etc.), sub stations (EHV, MV, LV)	Presume, design of electrical substations is not part of this assignment. Confirm.	Included under Detailed Master Plan
12	Clause 5.3- page 46		Preparation of Feasibility reports/ DPR & Tender documents Conduct detailed geo-technical investigations if required, if not available with SMP, Kolkata.	As there is no clarity on the extent of Geo-technical investigation data available, and also the requirements or Investigation activities presently, until the Master plan is approved, we request, SMP, to consider this as Reimbursable expenses under separate head in Fin.	Geo technical survey to be considered under Reimbursable expenses.

			Necessary Geotechnical survey shall be carried out by the successful consultant at his cost	Form 14C. Confirm.	
13	Clause 5.3- page 46	Component III:	Third Party Validation:	Presume that, this will be paid as part of reimbursable expenses. Confirm.	Yes
14	Page 50:	Note – sl no III	<ul style="list-style-type: none"> Any change in area over and above $\pm 20\%$ from as mentioned in RFP shall be eligible for additional payment on pro-rata basis 	<ul style="list-style-type: none"> We request to change the clause as under “Any change in area over and above $+20\%$ from as mentioned in RFP shall be eligible for additional payment on pro-rata basis “ 	RFP condition prevails
15	Clause 7.1, page 51		<ul style="list-style-type: none"> Facilities to be provided by the consultant: The Consultants shall make their own arrangements for transport (vehicle) at the project site. The Consultants shall also provide at their own cost all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail /Internet) and support staff which they consider to carry out the Services. After completion of the Service, all such articles deployed by the Consultant shall remain as their property. 	Request to remove this clause	RFP condition prevails
16	General		<ul style="list-style-type: none"> Proposal Due Date Presentation on Approach, Methodology and Concept 	<ul style="list-style-type: none"> Request to extend the proposal submission date to at least 21 days from the date of issue of Bid clarifications from SMP. Presume, the presentation would be after the submission of bid by the bidders and SMP would provide at least 15 days advance notification for the bidders for the presentation. The presentation would be online mode. Confirm As concept designs would involve time, request to consider the presentation on Approach and Methodology only for the present proposal bidders’ evaluation. 	Accepted. Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder’s team is mandatory.
17	General		Nil	If credentials of parent co. used, is it required that the parent co. should be part of consortium agreement?	No

18	Clause 3.1.6, Pg. 26		<ul style="list-style-type: none"> Category C: Transaction & PPP Experience Category D: Program /Project Management Unit (PMU) experience 	<p>Kindly allow private projects as well</p> <p>Kindly allow projects with assignment fee INR 1 Cr. Instead of mentioned INR 2 Cr. in Col. "Criteria", Believe Fee mentioned in col. "particulars" as INR 5 Cr. Is by mistake</p>	Private projects will not be considered. RFP Condition prevails.
19	Pg. 50		Note: The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team	In every earlier case, we have seen Program Support Team remuneration component coming to more than 70% of the total remuneration, reason being, the duration is 36 months compared to 12 months in case Expert Pool. Since, you require actual deployment of Program Support Team, request you to make it at least 60% of total remuneration instead of 20%.	RFP Condition prevails
20	Cl. 1.2.7.1		Force Majeure Definition	Kindly include pandemic/epidemic	In respect of pandemic, the direction of Govt of India will be applicable at the relevant time.
21	Cl. 1.9.2		Liquidated Damages for delay	Kindly limit it to 5% of assignment fee FOR REASON NOT ATTRIBUTABLE TO THE CONSULTANTS	GCC prevails
22	General		Price Escalation	Kindly allow as TA & Program Support Phase has huge external dependency	RFP Condition prevails
23	General		Data Availability	Kindly clarify if SMP would be sharing any more Land Use Plans, Autocad Base maps or any other information about the Site Area to the Bidders, since we are expected to work on a Concept Design within short timeframe	Data will be shared.
24	Form 14C, Pg. 91		3B Provisional Sums	Kindly exclude this from competitive component, however, figure can be asked from consultant for budgetary approval	Already excluded in RFP
25	Pg. 28		Write up on Approach, Methodology & Concept Design – 10 marks	Kindly exclude Concept Design from submission along with bid documents. It can be taken care of at the time of presentation though that would be at very broad level & not backed up by market data.	Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data

					will be shared by SMPK and for better understanding of ground scenario site visit by Bidder's team is mandatory.
14.BIDDER : IPE GLOBAL					
1	2.8 Key Personnel		The team of experts has been identified for carrying out specific task at different stages of the project.	<p>ToR clearly presents the team of key experts (along with their responsibilities and qualification criteria), non-key experts and resource pool. The key experts (KE) include 9 KEs under Stage I - Formulating Vision, Strategy and Concept Master Plan; 5 KEs under Stage II - Detailed Master Planning; and 6 program experts under Stage III – Transaction Advisory & Program Support and Management.</p> <p>The qualification criteria for 3 KEs under Stage II – (i) Infrastructure Expert; (ii) Financial cum Economic Expert; and (iii) Urban Mobility Expert are the same as Stage I.</p> <p>Can we propose the same experts and their CVs for these three positions proposed under Stage I and Stage II? Kindly confirm.</p>	Yes same CV will be accepted
2	2.8 Key Personnel		I. Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land (T+8 months)	The qualification criteria proposed for the position of 'Program cum Strategic Management Expert (Team Leader)' under Stage I should be <i>"MBA or equivalent with a minimum of 15 years of experience."</i> We understand that 'equivalent' would consider an expert having a master's degree in any similar field of urban planning/ regional planning/ city planning/ environmental planning etc. Pls clarify.	Yes
3	2.8 Key Personnel		III. Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+48 months)	The qualification criteria proposed for the position of 'Project Manager cum Team Leader' under Stage III should be <i>"MBA or equivalent with a minimum of 10 years of experience"</i> . We understand that 'equivalent' would consider an expert having a master's degree in any similar field of urban planning/ regional planning/ city planning, environmental planning, engineering,	Yes

				economics etc. Pls clarify.	
4	3.1.6 Technical Evaluation		<p>The total technical marks are 100 and are assigned to various technical criteria as per the Evaluation Criteria.</p> <p>SECTION B – Relevant experience of the key personnel (marks: 50) and</p> <p>Annexure-IV: Evaluation of The Key personnel as para 3.1.6.1 page 23 of RFP</p>	<p>We understand that out of the total technical score of 100 marks, 50 marks have been assigned towards the evaluation of key personnel for Stage I and it is further assigned/ distributed among 9 KEs proposed. Does this indicate that the remaining 5 KEs under Stage II and 6 program experts under Stage III shall be evaluated but not carry any marks for technical evaluation?</p>	<p>5KEs of Stage II are essential same experts (subset of) as Stage I. Hence all exclusive 9 experts of Stage I & Stage II will be evaluated.</p> <p>6 KEs of Stage III are not to be evaluated at this stage.</p>
5	2.8 Key Personnel		<p>II. Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+12 months)</p> <p>B. Other Non-Key Personnel Pool (Pen profile should be shared but no evaluation will be done)</p>	<p>We understand that only the pen-profiles shall be submitted for all the non-key experts proposed in the Technical Proposal, and these positions shall not be evaluated.</p> <p>Pls confirm whether these positions shall be considered as part of the Key Personnel or would be a part of the Resource Pool while preparing the Financial Proposal.</p>	<p>Yes no detailed CVs required for Non Key Personnel. These would be part of Resource pool.</p>
6	Section 1 INTRODUCTION 1.2 Project		<p>Rehabilitation Area: Area which will used for rehabilitation of existing slums, unauthorized tenants, encroachments etc. from redevelopment area</p>	<p>Kindly provide the following details:</p> <p>What is the area covered under slums that will need to be rehabilitated as part of the Project? This information is important for assessing risks in undertaking this project.</p> <p>What kind of support can we expect from the client and the government to manage these risks?</p> <p>Can we have more information on the element of compensation for rehabilitated people?</p>	<p>Details given in Addendum.</p> <p>Strategies & Recommendations for Rehabilitation to be formulated by Consultants during Concept Master Plan & Detailed Master Plan.</p>
7	Section 2 INSTRUCTIONS TO BIDDERS	2.8 KEY PERSONNEL	<p>the Consultant may engage Additional Resources from the Resource Pool with the prior approval of the Client which Additional Resources will be specialized professionals to be appointed for specific scope of the Services. The remuneration of the Resource Pool will be capped as the quoted amount in Form 14C.</p>	<p>The payment mechanism for the Resource Pool is not clear. We understand that it is part of the 'Reimbursable items/cost' since the remuneration of the Resource Pool will be capped as the quoted amount in Form 14C.</p> <p>There are two resource pools mentioned in the ToR – one for Component II and Component III – would the cost for both be under reimbursable and would be not a part of the competitive bid price for financial</p>	<p>Only resource pools mentioned in the ToR under Component II</p>

				evaluation purpose?	
8	GENERAL CONDITIONS OF CONTRACT	1.9.2 Liquidated Damages for delay:	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.	The clause for LDs for the delay is vague. It should explicitly mention that LD will be applicable if the delay is directly attributable to the consultant. For a project that might run for 5 years with so many external risks, the 0.2% penalty is very high. The penalty should be reduced. In addition, it should be clarified that for the delay in a particular phase of the assignment, the penalty should be applicable only on the fee for that phase.	GCC prevails
9	FORM-13		Power of Attorney for signing of Proposal	We understand that only the bidder to sign the proposal as a lead firm should submit the PoA. Does the bidder have to furnish PoA from JV/ consortium members as well in a similar format?	in case of a JV, lead member to be authorised
10	Section 1 INTRODUCTION 1.2 PROJECT		iii) Township Area – all area which is not in the above two categories. This area can be developed as a Township and monetized by the Port, as well as provide for the real estate demands of neighboring city/town. This policy aims to resolve all the existing issues on the lands such as unauthorized breaches, encroachments, transfers, litigations, etc.	Is there data related to population, land parcel utilization, survey data for encroached land available? Will this data be made available to us?	Land parcel utilization & encroachment details available. Yes
11	Section 5 APPENDIX - I TERMS OF REFERENCE (TOR)	5.2.4 Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex- I :	The consultant shall study existing norms, standards, existing situation, Demand assessment and Gap assessment and then propose design along with propose technology for all the infrastructure such as Water supply, sewerage, Storm water drainage, Electricity, Roads, Fire services, Solid waste disposal, Communication and landscaping, Smart infrastructure of the Redevelopment area of Township	a. Which govt body/ agency would be providing and managing the infrastructure services and other bulk trunk infrastructure once the township is developed? What role would Kolkata Municipal Corp. play in services provision and tax provision?	Strategies to be developed in the Master Plan
12	Section 5 APPENDIX - I TERMS OF REFERENCE (TOR)	5.1.5 Investment Policy, Marketing Strategy and Policy	Preparation of transparent marketing strategy to utilize the full potential of the land. It includes complete business plan with Cash flow, phasing of land disposal, differential pricing, tenure, marketing procedure including media publicity, identification of Investors, investor meets,	The Rehabilitation & Resettlement of ethnic minorities may get negative publicity. How does SMPT plan to handle media & press?	Strategies to be developed in the Master Plan

		formulation –	marketing materials, all legal documents for lease, sale, rent till the realization of the price etc.		
13	Detailed scope of work & Deliverable	5.1.1 Stage – I: Preparation of Inception report	Major stakeholders to be considered are- a. Port Officials: To understand the port requirements. b. Various Local Bodies: To understand the policies and aspirations of the elected local body representatives. c. Citizens Organisations: To understand the aspirations of local population d. Environmental NGOs: To understand the concerns of local environmental issues e. Any other: To understand any other local voices that may have a bearing on the development proposed	Would the labor unions, transportation unions of the port area be a part of the stakeholders? How does SMPT plan to engage various key stakeholders?	Yes. Strategies to be developed in the Master Plan
14	Section 5 APPENDIX - I TERMS OF REFERENCE (TOR)	5.1.5 Investment Policy, Marketing Strategy and Policy formulation b. Commercialization Strategy	The consultants will have to look at existing policies and recommend changes required for enabling Port led land estate development	We understand full support from the client shall be provided to ensure policy changes are done. Development cannot happen unless the policy is amended, would there be any institutional changes?	Yes. Proposal for amendment in Institutional & Legal framework if any to be proposed in Master Plan
15	Section 5 APPENDIX - I TERMS OF REFERENCE (TOR)	5.3 Component III: Transaction Advisory & Program/Project Management support – v. Stakeholder Management	Conducting Public participation workshops and consultations during the entire project period. PMU shall assist SMPK for dealing with the Arbitration cases, if any, for contracts entered between SMPK and various agencies. PMU will prepare claims/ counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMU's own procedures.	PMU cannot be held responsible for attending hearings and settlement of disputes. PMU can provide technical support and advisory within the domain of ToR objectives and scope, but this needs to be managed and fronted by SMPT. This activity would require specific skillset and would be beyond the scope of the proposed team, while it would require a separate and specialized consulting altogether. This section should be revised accordingly.	Accepted PMU will not be held responsible but they will have to facilitate the entire process

		:			
16	Section 5 APPENDIX - I TERMS OF REFERENC E (TOR)	5.2.3 Finalisation of the Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex- I :	Assist for the statutory approval from the Planning and other authorities	What is the role of the Town & Country Planning Organization (TCPO) here? We should expect full cooperation from them in this proposed development. What other statutory approval is expected? pls elaborate.	KMDA & WBUD
17	FORM 10	Undertaking for obtaining Permission to work in India (For Consultants Registered outside India)		Do firms registered in India and incorporated under Indian Law need to submit this FORM and undertaking? Kindly clarify. Also, please clarify if this needs to be submitted by consortium/ JV partners? In either case, where the firm may/ may not be registered in India and incorporated under Indian Law.	To be submitted by consortium/ JV partners registered outside India
18	Form 14 A, 14 B and 14 C		Form 14 A states, "Our total price offer inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference"	We understand the total cost of the financial proposal in Form 14 C (X'+Y') should match with the amount in Form 14 A and Form 14 B. Total Cost is exclusive of reimbursable items mentioned in the table. But in Form 14 A it is stated " <i>total price offers inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the assignment, sundries, all other items involving expenditure for the execution of this assignment covering scope as stipulated in "Terms of Reference"</i> and thus covers reimbursable items. This seems to be conflicting terms and sentences. Please clarify, the competitive components (shall be the basis of financial evaluation) and non-competitive	We understand the total cost of the financial proposal in Form 14 C (X'+Y') should match with the amount in Form 14 A and Form 14 B. Total Cost is exclusive of reimbursable items mentioned in the table – Yes Read as "Form 14A " <i>total price offers inclusive of all taxes (Excluding GST& all reimbursable items as per Point 3 of Form 14C which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to</i>

				components of the total budget.	<i>presentation to be made during the assignment, sundries, all other items involving expenditure for the execution of this assignment covering scope as stipulated in "Terms of Reference" and thus covers reimbursable items."</i>
19	2.21.7. Financial Proposal		All the costs associated with the assignment shall be included in the Financial Proposal.	Pls clarify what is included and excluded from the total cost/ budget (competitive component)	All the costs (as mentioned in Form 14C) associated with the assignment shall be included in the Financial Proposal.
20	FINANCIAL PROPOSAL	(FORM 14A, 14B, 14C, and 15)	The total remuneration of the Program Support Team shall not exceed of the aggregate remuneration of the Expert Pool and the Program Support Team.	Kindly elaborate. Also, pls clarify whether both/either Resource Pool and Program Support Team is a part of Reimbursable (non-competitive component)?	Program Support Team is excluded & is a part of competitive component. Refer Form 14C.
21	FORM 16: Form of Bid Security Declaration		We accept that we will automatically be suspended for three years from being eligible for bidding in any contract with the entity that invited Bids for the period of Four months starting from the date of opening tender if we are in breach of our obligation(s) under the bid conditions, i.e. if we withdraw or modify our Bids during the period of validity.	The terms set forth here are not clear, need clarification on both 'three years suspension' & 'Four months starting from the date of opening tender.' Pls clarify.	Self declaration by the Bidder
22	GCC 1.5.1 Assistance and Exemptions		The Employer shall use its best efforts to ensure that the Government shall: a) to g)	A list has been provided while we recommend that the suggestions made in the Technical Proposal under Comments on ToR and Counterpart Staff & facilities should be taken into consideration during the project implementation. All recommendations made should be considered and included in the contract as part of clause 1.5.1 during the contract signing stage.	TOR prevails over GCC
23	GCC 1.5.2 Services, Facilities		An office space will be provided to the Consultants by SMP, Kolkata. Computer and other hardware along with software and consumables shall be provided by the consultant at his cost.	Request to provide free high-speed Internet Wi-Fi services as well.	Accepted

	and Property of the Employer -		The Employer shall make available to the consultants furnished office accommodation anywhere in the Employer's estate free of cost with free water supply and electrical connection.		
24	2.6.1 Pre-Proposal Visit to the Site and Inspection of Data and 2.21.12 Proposal Due Date		<p>Prospective bidders may visit the site and review the available data at any time prior to Proposal Due Date. To obtain first-hand information on the assignment and on the local conditions, Bidders are advised to pay a visit to the project site before submitting a proposal. Visit to site will be with valid Dock Entry Permit to be issued by concerned department of the SMP, Kolkata upon written request from the Consultants giving particulars of visiting personnel.</p> <p>Proposal Due Date: Till 1500 hrs. (IST) on 30.06.2021</p>	<p>Proposal Due Date (30-06-2021) should be extended by at least 4 weeks. This would allow sufficient time to prepare a compelling proposal given the current global pandemic situation and overall limited connectivity/logistics faced by all, and due to challenges of offices being closed and many staff working from home.</p> <p>This time extension shall also allow firms to make a pre – bid site visit and verification of information.</p> <p>The submission deadline should be at least 3 weeks after the final set of responses to queries has been issued by the client. This would allow firms to respond better to all the changes that would be made.</p>	3 weeks from the time of issue of clarifications to pre-bid queries
25	GCC 1.4.5 Removal and/or Replacement of Personnel and 2.8.1. Substitution of Key Personnel		<p>Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions.</p> <p>and</p> <p>The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation.</p> <p>(a) During the 1st year of the Contract, the</p>	<p>There are discrepancies in describing the terms and clauses specific to the replacement of key personnel in both sections, kindly review.</p> <p>Such penalties are harsh on the firms and not in-line with global procurement policies. While none of the replacement can be made without the knowledge and approval of the client, thus any penalty over and above would have a bad influence. We request that such clauses be removed.</p>	2.8.1. Substitution of Key Personnel Clause prevails.

			<p>Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert.</p> <p>(b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.</p> <p>(c) From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. However, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract.</p>		
26	3.1.6.2		<p>b. The bidder who obtains minimum of 70 marks out of 100 marks in technical proposal will be considered as selected Bidder. And for those technically selected Bidders only the Financial Proposal will be opened.</p>	<p>We understand that 25 marks are assigned for Approach, Methodology & Concept Design, which is further divided into 10 marks on Approach, Methodology & Concept Design; and 15 marks for presentation.</p> <p>Therefore, the technical proposal evaluation shall be out of 85 marks before the presentation. Will the client invite all the firms or only the firms who have scored 70 out of 85 marks for the presentation?</p>	<p>Yes. Financial Proposal will be opened after the presentation and for firms who obtain a minimum of 70 marks out of 100 marks.</p>

				We understand that the Financial Proposal will be opened after the presentation and for firms who obtain a minimum of 70 marks out of 100 marks.	
27	Form 14 B		FORM-14 B Summary of Costs	We understand it will be deliverable/ output based for Stage I and input based for Stage II. Kindly clarify what needs to be filled in “quantity” and “unit”	As mentioned in Form 14B
28	Annexure 1 A		7. Whether a copy of the GCC (General Conditions of Contract) with each page initialized by the authorized Representative?	Will GCC needs to be initialized by the authorized Representative and submitted at the time of proposal submission? Would it be along with the technical proposal or as a separate copy on CPP portal? Pls clarify.	In CPP, signing each page is not required but GCC has to be uploaded along with Technical proposal.
29	Annexure-3 Technical Scrutiny:- (Clause 2.10 (iii))		Technical eligibility Criteria as per RFP SECTION A- Bidders relevant project experience	The categories/ details of project qualification criteria do not match with 3.1.6 Technical Evaluation on page 25. Kindly update.	Eligibility criteria do not necessarily match with Evaluation matrix.
30	KEY PERSONNEL PROJECT EXPERIENCE		“Name of Project”	Kindly elaborate what is meant by name of project in the table.	Name of similar project undertaken by the Key Personnel
31	Annexure-IV Evaluation of The Key personnel as para 3.1.6.1 page 23 of RFP			In 3.1.6 Technical Evaluation, it is mentioned 50 marks are allotted to the team, while Annexure – IV states maximum marks 40. Please clarify. Pls review the minimum qualification criteria for all the positions. The qualification criteria of urban designer do not match with details under 2.8 KEY PERSONNEL.	It is 50 marks. Annexure IV to be updated. Qualification criteria for Urban Designer (International) for both Part I & Part II to be considered as: Bachelor Degree in Architecture with Post graduation in Urban

					Design with overall 10 years of experience of which international experience of minimum 5 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.
32	2.21.3. Technical Proposal		The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP	Is there is any specific format/ template for undertaking? Kindly share.	May use any standard format
33	1.4.6 1.4.6 Resident Manager / Team Leader		The person designated as Team Leader in tender shall serve in that capacity. The Consultants shall ensure that at all times during the Consultants performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services	Kindly clarify which team leader is mentioned, is it the Team Leader of Key personnel or the Team Leader of PMU?	PMU
34	Section 1 INTRODUCTION 1.1 OVERVIEW		SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps. SMP, Kolkata has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland.	Request you to share all the relevant documents already prepared or under preparation. Kindly share any recent report/ document if available.	Will be shared to successful Bidder
35	Section 3 3.7 Reimbursable Expenses	EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS	3.7.1 A price adjustment provision applies to remuneration rates: No.	Kindly consider the escalation for calculating fee/ Costs for Experts (especially for PMU team) which is long term. This should be linked to cost & price inflation index.	RFP Condition prevails

36	Category D: Program /Project Management Unit (PMU) experience		<p>The bidder should have experience of projects related to program/project management assignment for a government client in India or abroad.....with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.</p> <p>Criteria: 2 marks for meeting the minimum eligibility criteria and for each additional assignment in this category with a completed duration of 2 years, assignment fee of atleast Rs 2 Cr in large scale infrastructure projects shall be awarded 0.5 mark each to max. 2 mark</p>	We understand the clause “with assignment fee value of at least INR 5 Crore” is for meeting the minimum eligibility criteria, and the rest of additional assignments can be “with assignment fee of at least Rs 2 Cr.” Hope our understanding is correct.	Yes
37	5.2.4 And 5.3	Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex– I And Component III: Transaction Advisory & Program/Project Management support	<p>The Consultants shall carryout designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to...</p> <p>And</p> <p>The DPRs including the detailed designs & calculations, Structural Drawings, Cost estimate, GAD, GFC etc. shall be validated by the Third Party as decided by SMP, Kolkata at the cost of SMP, Kolkata. It will be the responsibility of the Consultant to provide all necessary cooperation to the Third Party in obtaining their approvals.</p>	<p>Is the Consultant team responsible for preparation of several DPRs mentioned? Or the Consultant shall guide the DPR consultant and help SMP in hiring of DPR Consultant by preparing tender documents as mentioned in the section 5.3?</p> <p>Please clarify.</p>	<p>5.2.4 Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex– I- under this scope Consultant has to prepare Infrastructure DPRs for 429 acres.</p> <p>5.3 Component III: Transaction Advisory & Program/Project Management support- under this scope PMU will mostly guide the DPR consultant and help SMP in hiring of DPR Consultant by preparing tender documents</p>
38	2.6.1 Pre-Proposal Visit to the Site and Inspection of Data		Prospective bidders may visit the site and review the available data at any time prior to Proposal Due Date. To obtain first-hand information on the assignment and on the local conditions, Bidders are advised to pay a visit to the project site before submitting a proposal. Visit to site will be with valid Dock Entry Permit to be issued by concerned department of the SMP, Kolkata upon written request from the Consultants giving particulars of	Would a common site visit at a stipulated time be organized for all the prospective bidders? Kindly confirm.	Yes

			visiting personnel.		
39	General Queries on overall RfP			<p>In certain sections the stages of assignment mentioned are two - I. Concept & Strategic and Detailed Master Plan; II. Transaction Advisory & Program Management Support Unit.</p> <p>Whereas at some sections the scope of work & team is divided into 3 stages – I. Formulating Vision, Strategy and Concept Master Plan (T+8 months), II. Detailed Master Planning (T+5 to T+12 months) and III. Transaction Advisory & Program Support and Management for implementation (T+12 to T+48 months.)</p> <p>Please clarify.</p>	<p>Stage I: Design phase (including Concept & Strategic Plan for 4122 acres and Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area)</p> <p>Stage II: Program Support phase (Transaction Advisory & Program management support unit)</p> <p>For better understanding Scope of work & team is divided into 3 Parts – I. Formulating Vision, Strategy and Concept Master Plan (T+8 months), II. Detailed Master Planning (T+5 to T+12 months) and III. Transaction Advisory & Program Support and Management for implementation (T+12 to T+48 months.)</p>
40				Kindly review and update all the forms and sections in case of any inconsistency.	Accepted
<u>15.BIDDER : KITCO</u>					
1				The EIA approval is shown in the scope of Consultants. In that case, can you include one of the consortium members who should be having NABET accreditation for EIA studies considering the long duration of project and time obtaining of EIA approval.	EIA may be done through procuring any NABET accredited organization by the Consultant.
2				Permission may be granted to include large value PMC assignment of Urban Infrastructure with consultancy fees 10 cr plus like (Airport, Shipyard, Port Development) equivalent to PMU experience. These	If PMC corresponds to “Program Management Consultant” then will be considered.

				projects during PMC involve activities similar to the anticipated PMU role/scope of work.	
3				Also permission may be granted our team to visit the port area for better understanding.	Send request over email.
16.BIDDER : ANTEA					
1	2.9 CONDITIONS OF ELIGIBILITY OF BIDDERS	Page 16 SECTION-2 INSTRUCTIONS TO BIDDERS	(ii) Financial Eligibility criteria: The Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20. In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.	Kindly reduce the turnover criteria to Annual average of Rs. 20 Crore per annum for Lead firm.	RFP condition prevails
2	2.8 KEY PERSONNEL:	Page 8 SECTION-2 INSTRUCTIONS TO BIDDERS	Program cum Strategic Management Expert (Team Leader) MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred.	Program cum Strategic Management Expert (Team Leader) position may be re-written as ` MBA or Masters in Planning equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred.	RFP condition prevails
3	Page 24 SECTION-3	EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANT	Section C Approach, Methodology & Concept Design– 25 Marks	Request you to delete Concept Design from this stage. It may be prepared once the Consultant is shortlisted.	Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key

		T			considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder's team is mandatory.
4	3.1.6 Technical Evaluation Page 25	SECTION-3 EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANT	Section A - Bidders relevant project experience 1 Category A: Master Planning Experience c. Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of at least 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	Please confirm if DPR for Highways in Urban areas will also be considered. Project cost of DPR will not be provided by the client in certificate. Request you to make the criteria as consultancy fees received instead of project cost.	Yes. Project cost may be established through different relevant documents like Govt. approvals, etc
5	2.10 ELIGIBILITY CRITERIA Page 15	SECTION-2 INSTRUCTIONS TO BIDDERS	To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following: (i) General criteria: Bidder: The bidder shall be c) Indian company can have a consortium /JV with International consultants.	Can international consultants as lead firm participate in this tender with Indian company as JV partner. Please confirm.	No
6	7. Proposal Due Date: 30-06- 2021 Page 7 SECTION-2 INSTRUCTIONS TO BIDDERS 2.6 SCHEDULE OF SELECTION PROCESS:	DATA SHEET	iv) Proposal Due Date Till 1500 hrs. (IST) on 30.06.2021.	Kindly extend the Bid due date submission by at least 3 weeks after 30.6.2021 for enabling comprehensive bid preparation.	3 weeks from the time of issue of clarifications to pre-bid queries
17.BIDDER : BURO HAPPOLD					

1	Pg 30, Section 3, no. 3.3		<p>“Within 21 days of issue of letter of award from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank or any reputed foreign bank from its Kolkata branch for an amount equivalent to 3% of the accepted cost of consultancy. The bid security submitted by the successful bidder shall be adjusted in Performance Security. “</p> <p>“However, Appendix III (Form of Bank Guarantee for Performance Security), still states that the amount is 10% of the fees. The guarantee is callable on demand i.e. “payable to the Board upon demand in writing whenever required by it from time to time”.</p>	We trust that we will not be required to submit a performance security as companies of sufficient financial standing.	<p>RFP Condition prevails.</p> <p>Read Appendix III (Form of Bank Guarantee for Performance Security) as 3% of the fees as quoted by the Bidders.</p>																								
2	<p>Section 6.1</p> <p>Time and Stage Payment Schedule</p>			<p>Request to change the payment percentage as mentioned below:</p> <table><tr><td>Sr.No</td><td>Stage</td><td>% Payment</td></tr><tr><td>1</td><td>Inception report</td><td>10%</td></tr><tr><td>2</td><td>Interim Report</td><td>10%</td></tr><tr><td>3</td><td>Draft Concept & Strategic plan</td><td>15%</td></tr><tr><td>4</td><td>Preparation of Final Vision & Strategic Concept Plan</td><td>10%</td></tr><tr><td>5</td><td>Draft Marketing policy</td><td>8%</td></tr><tr><td>6</td><td>Final Preparation of Marketing Policy</td><td>10%</td></tr><tr><td>7</td><td>Preliminary Design Report</td><td>6%</td></tr></table>	Sr.No	Stage	% Payment	1	Inception report	10%	2	Interim Report	10%	3	Draft Concept & Strategic plan	15%	4	Preparation of Final Vision & Strategic Concept Plan	10%	5	Draft Marketing policy	8%	6	Final Preparation of Marketing Policy	10%	7	Preliminary Design Report	6%	<p>RFP Condition prevails</p>
Sr.No	Stage	% Payment																											
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11	Detailed Infrastructure design of Kolkata Port Township Complex-I	5%																		
12	Approval of Detailed Master Plan of Kolkata Port Township Complex-I	5%																		
3	1.3.1.1		<p>Standard of Performance</p> <p>The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.</p>	<p>Requesting following amendment:</p> <p>“The Consultants shall, <i>subject always to reasonable skill and care</i>, perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act in respect of any matter relating to this Contract or to the Services, subject to the duty of care in this clause, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties in so far as it relates to the Services.”</p>	Not agreed to															

4	1.3.2.3		Consultants and Affiliates not to engage in certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.	Requesting for the clause to be amended as follows: “The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.”	Not agreed to
5	1.3.2.4		<p>1.3.2.4 Prohibition of Conflicting Activities:</p> <p>Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or</p> <p>(b) after the termination of this Contract, such other activities objectionable to Employer.</p>	Please delete <i>clause 1.3.2.4(b)</i> .	RFP condition prevails
6	1.3.4		<p>1.3.4 Liability of the Consultants</p> <p>Limitation of the Consultants’: Liability towards the Employer (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer’s property, shall not be liable to the Employer.</p> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds</p>	Requesting deletion of “with respect to damage caused by the Consultants to the Employer’s property	RFP Condition prevails

			<p>(A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>		
7	1.3.5		<p>1.3.5 Insurance to be Taken Out by the Consultants.</p> <p>The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:</p> <p>(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.</p> <p>(c) Employer's Liability and Workers'</p>	<p>Requesting <i>deletion of insurance requirements which are not relevant to our Services.</i></p>	RFP Condition prevails

			<p>Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to:</p> <p>(i) Equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) The Consultants' property used in the performance of the Services, and</p> <p>(iii) Any documents prepared by the Consultants in the performance of the Services.</p>		
8	1.3.8		<p>1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.</p>	<p>Please add the following at the end of the clause:</p> <p><i>"The Consultants shall not be liable for use of the documents for purposes other than that for which they were prepared."</i></p>	RFP Condition prevails

9	1.6 Payments to the Consultants		<p>1.6 Payments to the Consultants</p> <p>1.6.1 Cost Estimates</p> <p>The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in tender of Financial Proposal, and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in tender so far as they are applicable but otherwise as agreed mutually.</p> <p>1.6.2 Remuneration and Reimbursable Expenditures</p> <p>It is understood that the fee quoted by Consultants cover</p> <p>(A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and</p> <p>(B) the cost of back supporting by home office staff not included in the Personnel listed in tender and</p> <p>(C) the Consultants' fee,</p> <p>(D) bonuses or other means of profit-sharing, if any, and all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.</p>	<p>Requesting addition of the following clause under Payment:</p> <p><i>“In the event of the Employer’s being in default of payment of the Fees or other amounts due, the Consultant may suspend the Services by giving fifteen (15) days written notice.”</i></p>	RFP condition prevails
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10	CL.1.9.1 Liquidated Damages for error/variation:		<p>1.9.1 Liquidated Damages for error / variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.</p>	<p>Request for the <i>deletion of liquidated damages</i> altogether.</p> <p>If this is not possible, we seek for these to be <i>reduced to an overall cap which would be a reasonable level or percentage of the fees (e.g. 5% of the fees, collectively)</i></p>	RFP condition prevails
	CL. 1.9.2 Liquidated Damages for delay		<p>CL. 1.9.2</p> <p>Liquidated Damages for delay:</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).</p>		
11	2.8, Table II A Item No 3		<p>Infrastructure Expert:</p> <p>“Bachelor’s degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years’ experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India”</p>	Can the educational requirement for the Infrastructure Specialist requirement be "Post-graduation in Public Health Engineering /Environmental Engineering/ Infrastructure Planning or equivalent".	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years’ experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.

12	2.8, Table II A Item No 5		<p>Urban Mobility Expert:</p> <p>“Masters in Transportation Planning/ Engineering with minimum of 10 years’ experience of intermodal public transport planning, NMT, smart mobility etc. of a minimum area of 1000 acres. Relevant international experience in Transportation planning will be preferred.</p>	Can the experience area be reduced from 1000 acres to 500 acres? For a 10 years’ experience resource, it is difficult to have experience of the range of 1000 acres in India typically.	RFP Condition prevails
13	2.8, Table II A Item No 3		<p>Environmental Expert:</p> <p>“Masters in Environment/ Environmental Engineering or related Environmental sciences disciplines with 7 years’ experience of working on similar projects of minimum area of 500 acres. The expert should also be NABET accredited.</p>	Can the experience for Environmental expert be reduced from 500 acres to 100 acres? Also, can the NABET accreditation be optional	RFP Condition prevails
14	5.1.2, Item No.vi. Stage-II:		<p>5.1.2, Item No. vi. Stage-II: Study of existing situation Traffic and Transportation</p> <ul style="list-style-type: none"> · Assessment of regional and local roads network and hierarchy, transportation and parking facilities · Peak/Non-peak assessment during peak hours and in tourist months · Assessment of Existing modes of transportation its regional connectivity 	<p>1. Traffic volume data, pedestrian, and parking data on the roads in and around the port area will be required. Need assistance to get the data from relevant authorities.</p> <p>2. Data on passenger boarding /un-boarding at various Circular Rail stations are needed from Railways. Need assistance in data collection from relevant authority.</p> <p>3. Data on ferry usage, origin destination of passengers are required. Need assistance in data collection from relevant authority.</p> <p>4. During the study, primary survey needs to be conducted on roads, ferry ghats, railway stations. Need assistance in getting permission from authorities.</p> <p>5. For project purpose, commercial transport planning models will not be used because they are expensive, time consuming and data hungry. Excel based models for the development are a will be developed.</p>	<p>1-4: assistance from SMPK will be provided to the Consultants</p> <p>5: Accepted</p>
15	3.7, Item no B		<p>3.7 Item No. B Provisional sums include:</p> <p>(i) Workshops, Conferences, and local training</p> <p>(ii) Survey & Investigation</p>	Please confirm if the EIA baseline surveys, traffic OD surveys, EIA public outreach programs, Hydrogeological and Geotechnical surveys will be completely reimbursable	Traffic surveys forms an integral part of Plan preparation along with HH survey, Landuse survey, Topographic survey etc.

			(iii) Public outreach programs (iv) Third Party Inspection (v) Fee for obtaining various approvals & NOC (vi) Equipment if any (vii) Stakeholder management (viii) Printing of Brochure & Marketing materials		Therefore the cost for conducting such surveys should be included in Competitive financial cost. Specialized surveys such as EIA surveys, Hydrogeological and Geotechnical surveys will be reimbursed as per actual cost.
18.BIDDER : BDP					
1	15		2.10 ELIGIBILITY CRITERIA i) General criteria: Note: 3. A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. "Associate(s) /Affiliate(s)" means, in relation to a Bidder, is defined as having 100% control / is controlled by; and "Control" in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.	We are an Indian subsidiary of an international firm. We are a 100% owned subsidiary of our international parent/ultimate parent. We understand by this clause that the Indian arm can be a part of consortium and use parent/ultimate parent company financial and technical credentials, without bringing the parent into the consortium. Please confirm if this understanding is correct. Shareholding status of the relationship with the parent will be shared.	Only Technical credential can be used.
2	9		Program cum Strategic Management Expert (Team Leader) MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred	We understand that a strategic expert is needed for the team leader role. Please note an MBA and equivalent qualification limits the potential for a good team leader, who understands the urban eco system. Kindly allow ' <i>MBA, Urban Planning, Urban Design or equivalent</i> ' with minimum experience of 15 years'	RFP Condition prevails
3	9		Urban & Regional Planner (Associate Team Leader) Bachelor Degree in Architecture/Planning/Civil	We believe a diverse knowledge set is needed to take this role and a Post-graduation in Urban/City/Regional Planning caters to that experience. However, please note that all urban planners do not have Bachelor	RFP Condition prevails

			Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	Degree in Architecture/Planning/Civil Engineering. Geography and economy background urban planners will also have similar qualities needed for this project Kindly make this more inclusive and change it to ' <i>Bachelor Degree in Architecture/Planning//Civil Engineering/Geography/Economy or equivalent</i> '	
4	9		Urban Designer (International) Bachelor Degree in Architecture with Post graduation in Urban Design with international experience of minimum 10 years' in architecture and urban planning along with experience of undertaking at least 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.	We understand that international project experience is more critical. Please confirm if an Indian national with requisite international experience can be proposed for this position.	RFP Condition prevails
5	58		It is desirable that at least 50% of the other key staff be permanent full-time employees of the consortium/JV.	The RFP mentions that the team leader proposed can have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium. We believe the same condition shall be valid for all experts. Senior experts in the market mostly work on contract basis. We request to kindly remove the clause favouring permanent full time employees.	RFP Condition prevails
6	14		The Team Leader shall be available for the entire duration of the assignment and shall be deployed onsite at client location for important meetings and presentations and for overall co- ordination required for the assignment.	As the team leader is a senior personnel it's difficult to deploy them onsite full time. We do take full cognizance of the fact that Team Leader will be available for important meetings and presentations and will be guiding the team remotely.	Full time onsite deployment of Team Leader during Planning stage is not mandatory. However Team Leader has to be present onsite atleast 10 days/month.
7	50		The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.	The structure of the Project Management Unit is a balanced combination of expert pool and program support team and we request that the remuneration structure of the PMU should be left at the discretion of the bidder/consortium member.	RFP Condition prevails

8	35 & 55		<p>Note: Identify need for any primary survey required for the task in Proposed Approach & Methodology. If the need of any other survey is accepted and approved by SMP, Kolkata. The SMP shall either carry out such survey on its own or bear the reasonable expenditure if carried out by consultant with prior approval of SMP.</p> <p>Social & R&R Expert</p> <p>He/she shall be responsible to analyse the social impacts of the proposed planning interventions and prepare detailed strategy for Relocation and Resettlement of project impacted subjects.</p>	<p>As Social and R&R responsibility includes preparation of detailed strategy of relocation and resettlement of project impacted subjects, which may need some primary surveys. Please confirm if any such primary surveys cost needs to be factored in the financials by the bidder.</p>	<p>Only baseline assessment no detailed HH survey required.</p>
9	8-10, 91,92		<p>48 months (Vision, Strategy and Concept Master Plan & Detailed Master Plan,</p> <p>Infrastructure development plan, Engineering Designs, DPRs for 12 Months + Transaction Advisory & Program Support and Management for 36 months.</p> <p>5.3 Component III: Transaction Advisory & Program/Project Management support –</p> <p>ii. Preparation of Feasibility reports/ DPR & Tender documents</p> <p>c) Prepare standard bid documents for procurement of consultants for Preparation of DPR including detailed designs and drawings (GAD and GFC), cost estimates as per departmental SOR (Schedule of Rates) to be upgraded with prevalent Market Rates</p>	<p>The RFP mentions 12 months / 16 months as Stage I & Stage II at different placed. Please clarify what is the scope for 12 months and what is the scope of 12-16 months.</p> <p>Please confirm if DPRs will be prepared within the 12 months period or during the 36 months PMU period.</p> <p>Key Personnel structure</p> <ol style="list-style-type: none"> T+8 months T5 to T+12 months T+12 to T+48 months <p>The financial proposal has another structure of</p> <ol style="list-style-type: none"> Stage I (T+12 months) Stage II Transaction Advisory & Program Management Support Unit (T+12 TO T+48 months) <ol style="list-style-type: none"> Remuneration for Program Expert team Remuneration for Program Supportteam 	<p>By the end of 12th month Detailed Master Plan & Infrastructure DPRs have to be completed.</p> <p>From 12th to 16th month only approval processes of the Master Plan & Infrastructure DPRs will take place.</p> <p>PMU will start functioning from 12th month and handhold in the Approval processes along with Planning team.</p> <p>Land development DPRs as will be identified in Detailed Master Plan to be prepared by PMU during 36 months.</p>

				Monthly Rates: I. Stage I Design Phase (T+12 months) II. Stage II (PMU Phase): (T+12 TO T+48 months)	
10	II		Proposal Due Date: 30-06-2021	Considering the pre bid conference is scheduled for 14 th June, we would need at least 4-6 weeks to compile a team and bid together for such a prestigious project. Kindly extend the proposal due date accordingly.	3 weeks from the time of issue of clarifications to pre-bid queries
19.BIDDER : CBRE					
1	Page 26, Clause 3.1.6.1, Sl. No. 2,		Category B - Strategic Advisory Experience, ".....Projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad..."	Typically, advisory projects seldom attract such high fees. We recommend the Authority to kindly allow the consultants to showcase projects of value of atleast INR 50 Lakhs for government as well as private clients.	RFP Condition prevails
2	Page 26, Clause 3.1.6.1,	Sl. No. 2	Category C: Transaction & PPP Experience ".....large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients..."	PPP projects in India typically undergo long execution periods and often end up stalled. We request the authority to kindly allow consultants to showcase substantially completed PPP projects where the project costs have been determined.	For RFP Clause 2.10: ELIGIBILITY CRITERIA iii (III) Completed projects will be accepted. For Evaluation ongoing projects will be accepted as per RFP Condition.
3		Proof of Eligible Projects		Completion certificates are often issued delayed or are not issued subject to lot of constraints both with private and government clients. We suggest the authority to kindly allow the consultants to showcase work orders and CA certificates ratifying payment to consultants as proof of completed / ongoing Eligible Projects.	RFP Condition prevails
20.BIDDER: KNIGHT FRANK					
1	6.1 Time & Stage Payment Schedule		STAGE II: Transaction Advisory and Program Management Support Phase During this phase the payment for the PMU will be	We request the Authority to make the monthly payments at this stage. This is a very standard practice on PMU contracts	Accepted

	Page 54		disbursed quarterly based on actual deployment of manpower upon submission of quarterly status & progress reports by the Bidder and review of the same by SMPK.	across all the Govt clients. The monthly status and progress reports shall be submitted to the client along with the time sheets.	
2	6.1Time & Stage Payment Schedule Page 55		In addition to this, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 1% of the revenue earned by SMPK, for every successful land transaction of value above Rs50 crore success fee will be 0.5% of the revenue earned by SMPK with maximum ceiling of Rs 2.5 crore. Payment to bidder shall be made only after receiving revenue by SMPK against transaction.	As majority of the efforts for concluding the transactions are frontloaded, other than those provided by the PMU team,we suggest the Authority to accept the tranche wise payment towards the success fees. This is an adopted practice by various Central Govt Agencies like RLDA, IRSDC etc. We propose the success fee to be disbursed to the consultant as follows: 25% of the success fee on issuance of the Letter of Award. 75% on signing of the concession agreement with the selected concessionaire/bidder. Where typically payment of the stipulated amount by the selected bidder,as per the transaction structure is one of the pre-conditions prior to signing of the concession agreement.	RFP condition prevails
3	APPENDIX– II Consultant's Key Personnel's Page 63		II.The team leader proposed must be either a permanent full-time employee or have a dedicated full-time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.	As the project duration is 48 months, the deployment of the experts is required for various stages and the PMU team is to be deployed after 12 months, having the majority of the team members on the full-time roll will be major cost item for the consultant. We request a relaxation on this clause. The consultant can submit the undertaking from the proposed expert for their availability as per the RFP. This is an adopted practice by various Govt.	It is not a mandatory clause.

				Agencies.	
4	2.8 Personnel: Page14		Urban & Regional Planner (Associate Team Leader) Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	We believe a diverse knowledge set is needed to take this role and a Post-graduation in Urban/City/Regional Planning caters to that experience. However, please note that all urban planners do not have Bachelor Degree in Architecture/ Planning/ Civil Engineering. Kindly make this more inclusive and change it to 'Bachelor Degree in Architecture/ Planning /Civil Engineering/Geography'	Accepted
5	Clause 3.1.6 Page 29		3.1.6 Technical Evaluation: The evaluation of the Bidder shall be carried out on the following parameters and the Bidder scoring more than 70% in the overall marking shall be considered eligible for Financial Bid evaluation.	As this is a specialized assignment, suggested that the minimum score to be 75%.	RFP Condition prevails
6	Page 55		Payment terms footnote (iv) Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted by consultant.	As the project duration for the deliverable submission in stage I & II is only 12 months. This point will restrict the consultant to complete the works on time unless the approvals are granted on time. This clause may kindly be removed.	Clause removed
7	5.5 Approvals and Statutory requirements		e) Consultant has to obtain required EIA and Environmental clearance under the project.	Across all the similar projects the Authority applies for the approval. The Consultant will assist in appointing the Environmental consultant and manage the process of the Environmental Approvals. All the costs/fees related to the approvals and appointment of the Environmental Consultant shall be borne by the client.	Accepted
8	Page 115		Section-9: Facilitation of Investigation: In case of any allegation on violation of any provisions of this Pact or payment of commission, the PRINCIPAL/ EMPLOYER or its agencies shall be	We understand that this examination of the Books of Accounts will be limited to the books related to this project only.	RFP condition prevails

			entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Kindly clarify.	
9	Page 36		3.7 Reimbursable Expenses:	As the part of reimbursable there should be a head for hiring of the local lawyers for activities such as title search.	SMP has inhouse lawyers for conducting the activity.
10	Page 2 & 47		1.1 OVERVIEW Also, SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.	Please confirm if the latest topographical data and high-resolution satellite imagery will be shared with the other survey data.	Yes. Drone survey maps of the entire estate of SMP will be shared.
11	Page 40		(c) The Drone Survey of the entire area is expected to be undertaken by SMP, Kolkata shortly. The same will be made available to the Consultant. The proposals should be in tune with the Environmental considerations after study of Topographic & soil data, climatic conditions, wind direction, rainfall, temperature, sun path movement etc, Hydrological data and HFL/LFL data, Seismic data and Land potential analysis for various land uses, including suitability analysis, identifying environmentally sensitive areas and developable land in the area so that no adverse effects will be on the surrounding Environment.	Also mention the details of the drone survey including the details covered, formats of information etc. being undertaken by SMP. Kindly confirm if the topography survey for the entire site will be provided by SMC.	All physical features on land, buildings, parcels etc details available on drone map. Topographic survey for entire site not available. Please consider Topographic survey for 429 acres within scope.

6.1 Time & Stage Payment Schedule:

We suggest revising the payment terms as follows:

RFP Condition prevails

Sr No	Stages	Payment schedule as per the RFP	Propose d payment schedule
1.	Inception report	4%	5%
2.	Interim Report	8%	8%
3.	Draft Concept & Strategic plan	10%	12%
4.	Preparation of Final Vision & Strategic Concept Plan	10%	12%
5.	Draft Marketing Policy	8%	8%
6.	Final Preparation of Marketing Policy	10%	10%
7.	Preliminary Design Report	5%	4%
8.	Draft Detailed Master plan	15%	8%
9.	Stakeholder & Public consultation on Draft Detailed Master plan	5%	12%
10.	Final Detailed Master plan of Kolkata Port Township Complex-I	10%	5%
11.	Detailed Infrastructure design of Kolkata Port Township Complex-I	10%	8%

				12. Approval of Detailed Master Plan of Kolkata Port Township Complex-I	5%	8%	
					100%	100%	
21.BIDDER : PADECO							
1	Pg No.8	Clause No. 2.8	Program cum Strategic Management Expert (Team Leader): MBA or equivalent....	We request you to kindly clarify whether Postgraduate in Engineering can be considered.	Yes as per RFP condition		
2	Pg No. 9	Clause No. 2.8	Urban Designer (International)	We request you to kindly accept the national expert with experience of outside India instead of international expert	RFP Condition prevails		
3	Pg No. 15	Clause No. 2.10(i)(c)	Indian company can have a consortium /JV with International consultants.	Kindly confirm whether international firm can participate as Lead member in JV / Consortium	No		
4	Pg No. 20	Clause No. 2.21.3 (iv)	The CVs have been recently signed/ e-signed and dated in blue ink by the respective Personnel and countersigned by the Bidder	Due to ongoing Covid-19 pandemic, We request you to kindly accept the scanned signature of the key personnel during bid submission stage	Accepted		
5	Pg No. 23	Clause No. 2.21.12	The proposal including technical proposal, Approach, Methodology and Concept design and financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on 30.06.2021 (Proposal Due Date) through CPP portal	We request you to kindly extend the proposal due date by 2 weeks	3 weeks from the time of issue of clarifications to pre-bid queries		
6	Pg No. 25	Clause No. 3.1.6 (1)(c)	Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of at least 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	We understand that DPR of Road projects with minimum value of Rs. 100 Cr can be considered in the mentioned Criteria. Kindly confirm	No		
7	Pg No. 26	Clause No. 3.1.6.1 (2)	The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy,	We request you to kindly modify the mentioned clause as follows: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development	RFP Condition prevails		

			<p>growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>1 mark for meeting the minimum eligibility criteria and for every additional similar project, an additional 1 mark upto a maximum of 3 marks will be awarded.</p>	<p>strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>2 marks for meeting the minimum eligibility criteria and for every additional similar project, an additional 1mark upto a maximum of 3 marks will be awarded.</p>	
8	Pg No. 26	Clause No. 3.1.6.4	<p>The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) /Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.</p>	<p>We understand that PMC projects involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) /Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years can be considered. Kindly confirm</p>	PMC will not be accepted
9	Pg No. 28	Clause No. 3.1.6.3	<p>The bidders have to submit their Approach, Methodology and Work Plan and Concept Design along with technical proposal by Proposal Due Date as per clause 3.1.6.2. Bidders will be called for a presentation on technical proposal and Concept Design</p>	<p>We understand that we need to submit approach, methodology and Concept design along with technical proposal and only shortlisted bidders will be invited for presentation and accordingly 15 marks related to the presentation will be allocated. Kindly confirm</p>	Yes
23.BIDDER : RODIC CONSULTANTS					

1	clause2.8. 1.Substitution of Key Personnel Pg.No.14		<p>Substitution of Key Personnel / Pg. No. 14</p> <p>II. The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.</p>	<p>In reference to the qualification requirements of the key staff, it is very difficult for a bidder/ consortium to have atleast 50% in-house key staff. Also, there are very personnel available in the market with requisite qualification requirements. Thus, we request the client to kindly waive off this criteria.</p> <p>Kindly consider.</p>	It is not a mandatory clause.
2	Page no. 16 of RFP		<p>(iii) Technical Eligibility Criteria</p> <p>The Bidder or the Consortium must fulfil all the four categories as mentioned below to be considered eligible under the RFP.</p> <p>I. Master Planning Experience</p> <p>a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/ tourism/ riverine/ industry led development/ port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>AND</p> <p>b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.</p> <p>AND</p> <p>II. Strategic Advisory Experience:</p>	<p>The Technical eligibility criterion has to be fulfilled for all four categories by the Bidder or the Consortium.</p> <p>We understand that these four criteria have to be jointly fulfilled by the consortium members.</p> <p>Kindly confirm.</p>	Yes

			<p>The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>AND</p> <p>III. Transaction & PPP Experience:</p> <p>The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.</p>		
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			<p>AND</p> <p>IV. Program/Project Management Unit (PMU) experience:</p> <p>The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.</p>		
3	Page no. 16 of RFP		<p>(iii) Technical Eligibility Criteria</p> <p>The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p>	<p>It is requested to the client to kindly confirm that the mentioned value of Rs. 2 crores is project cost and not the consultancy fee for a project.</p> <p>Kindly confirm.</p>	Yes project consultancy fee
4	Page 36 of RFP		<p>3.7 Reimbursable Expenses</p> <p>3.7.1 A price adjustment provision applies to remuneration rates: No.</p>	<p>We understand that the overall duration of the project is 48 months of which 36 months will be dedicated to program management.</p> <p>Owing to the duration of deployment of personnel, we request the client to kindly provide 8% escalation in remuneration on yearly basis.</p>	RFP Condition prevails

				Kindly consider.	
5	Pg. No. 48	Clause 6.1	Time & Stage Payment Schedule	<i>We suggest paying monthly payment on actual deployment (time based) to consultant.</i>	RFP condition prevails
6	APPENDIX – II / (Page 52 of RFP) & 6.1 Time & Stage Payment Schedule / (Page 48 of RFP)		APPENDIX – II Consultant’s Key Personnel IV. Expert Personnel required for Part-I Concept & Strategic Plan for 4122 acres (±20%) (T+8 months) V. Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T5 to T+12 months) & 6.1 Time & Stage Payment Schedule: Part-I Concept & Strategic Plan for 4122 acres (±20%) (upto T+12 months) Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T+6 to T+16 months)	As per the Appendix-II, the consultant has to complete Part-I from T+0 to T+8 months (which means 8 months from the starting) and Part-II in T5 to T+12 months (which means 8 Months after 5 th Month). As per the payment schedule, Part-I duration is from T+0.5 to T+12 (11.5 Months from 15 th day of starting) and Part-II duration is from T+6 to T+16 (10 Months from 6 th Month). We understand that for Part-I, the services would end by 8 th Month, but payment will be received by 12 th months and for Part-II, the services would end by 12 th month but payment will be received by 16 th month. Kindly clarify.	Yes. Approval process has been considered. Part I & Part II is also overlapping activity.
7	6.1 Time & Stage Payment Schedule / Page 49		STAGE II: Transaction Advisory and Program Management Support Phase During this phase, the payment for the PMU will be disbursed quarterly based on actual deployment of manpower upon submission of quarterly status & progress reports by the Bidder and review of the same by SMPK.	We understand that the project will be executed in two stages namely Stage 1: Design phase Stage 2: Transaction Advisory and Program Management Support Phase While the payment in stage 1 will be deliverable based, the payment in stage 2 will be disbursed quarterly, based on actual deployment of manpower and verification of quarterly reports by the client. The payment terms in stage 2 of the project seems to be quite stringent as this will burden the consultant with disposal of monthly salaries on its own till the payment is made by the client quarterly. This will also create negative cash flows in consultants balance	Yes

				<p>sheets until quarter of the year.</p> <p>Thus, it is hereby requested to the client to kindly modify this clause as below:</p> <p><i>“STAGE II: Transaction Advisory and Program Management Support Phase</i> <i>During this phase the payment for the PMU will be disbursed monthly based on actual deployment of manpower upon submission of monthly status & progress reports by the Bidder and review of the same by SMPK.”</i></p>	
8	(Page 50 of RFP)		<p>STAGE II: Transaction Advisory and Program Management Support Phase /</p> <p>STAGE II: Transaction Advisory and Program Management Support Phase</p> <p>Program Support team</p> <ol style="list-style-type: none"> 1. Site engineers 2. Site supervisor 3. Draughtsman 	<p>We understand that the Program Support team which includes the site engineers, site supervisors and draughtsman would be hired for full duration of the Project Management support phase (i.e. 36 Months).</p> <p>Kindly clarify.</p>	Yes
9	(Page no. 58 of RFP)		<p>F. Resource Pool</p> <p>Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Program Support Team)</p> <p>CVs shall not be provided along with the Proposal but will be approved by the Client along with man-months and financial implications before deployment for any specific scope of work/services.</p>	<p>The details of experts to be deployed as Resource Pool is not mentioned in the RFP.</p> <p>Kindly specify.</p>	As per proposed methodology of Consultant.
10	Form-8B Pg. No. 83		Certificate from the Statutory Auditor Regarding Turnover	<p>We request the client to allow certification of Form 8B from a Chartered Accountant that usually audits our accounts and amend the clause as:</p> <p><i>“Certificate from the Statutory Auditor or Chartered Accountant”</i></p>	RFP Condition prevails. Certificate from the Statutory Auditor with UDIN Certificate Regarding Turnover will only be accepted.

				Kindly consider.	
11	Form 15 Pg. No. 92		Monthly Remuneration of The Different Personnel for Working Out Remuneration cost and the Cost of Change in The Terms of Reference subject to it	<p><u>Estimated number of man-month:</u></p> <p>We request to freeze on the man-months for Expert Personnel required for Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres ($\pm 20\%$) of SMP, Kolkata land (T+8 months), Expert Personnel required for Part- II Detailed Master Planning for 429 acres ($\pm 20\%$) of Township Redevelopment area (T5 to T+12 months), Other Non Key Personnel Pool, Resource Pool, Support Staff, Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres ($\pm 20\%$) of Kolkata Port Township Complex-I (T+12 to T+48 months, Program Support Team, so that all the consultants are on the same platform for Financial offer and there will not be any disparity in the cost.</p>	RFP condition prevails.
23. BIDDER : C. P. KUKREJA					
1	2.10 ELIGIBILITY CRITERIA (ii) Financial Eligibility criteria Page 16		<p>2.10 ELIGIBILITY CRITERIA (ii) Financial Eligibility criteria Page 16</p> <p>The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20.</p>	<p>Request for Clarification / Change</p> <p>-The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 40 crores (400 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20.</p> <p>Request for Clarification / Change-</p> <p>a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/ tourism/ riverine/ industry led development/ port-led development/city development ecosystem / Institute of minimum urban area of 500 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p>	RFP Condition prevails

2	2.10 ELIGIBILITY CRITERIA (iii) Technical Eligibility Criteria / Page 16		a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industry led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.	Request for Clarification / Change- a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/ tourism/ riverine/ industry led development/ port-led development/city development ecosystem / Institute of minimum urban area of 500 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.	RFP Condition prevails
3	2.10 Page 16	ELIGIBILITY CRITERIA (iii) Technical Eligibility Criteria /	The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.	May be deleted	RFP Condition prevails
4	2.10 Page 16	ELIGIBILITY CRITERIA (iii) Technical Eligibility Criteria /	Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.	May be deleted	RFP Condition prevails
5	2.10 ELIGIBILITY CRITERIA (iii) Technical Eligibility Criteria /		Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project	May be deleted	RFP Condition prevails

	Page 16		<p>marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban</p> <p>transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.</p>		
6	2.21.3. Technical Proposal / Page 20		2.21.3. Technical Proposal / Page 20	Request to shortlist bidder as per technical & Financial capacity and concept design from bidders shortlisted shall be asked to be submitted later at the time of presentation.	Concept Design will comprise understanding of the overall project by the consultant and their suggested point of view (POV) covering overall vision and objective, Design Concepts & key considerations. Requisite data will be shared by SMPK and for better understanding of ground scenario site visit by Bidder’s team is mandatory.
7	2.21.5./ Page 20		<p>A bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form- 12. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.</p>	May be deleted. Key person may be associated	RFP Condition prevails
8	3. 1.6 Technical Evaluation		<p>3.1.6 Technical Evaluation</p> <p>overall marking shall be considered eligible for Financial Bid evaluation.</p> <p>•Section A Bidders relevant project experience &</p>	<p>overall marking shall be considered eligible for Financial Bid evaluation as-</p> <ul style="list-style-type: none"> • Section A Bidders relevant project experience & financial strength- 15 Marks • Section B Relevant Experience of the key personnel 	RFP Condition prevails

			<p>financial strength- 25 Marks</p> <ul style="list-style-type: none"> · Section B Relevant Experience of the key personnel – 50 Marks · Section C Approach, Methodology & Concept Design– 25 Marks 	<p>– 25 Marks</p> <ul style="list-style-type: none"> • Section C Approach, Methodology & Concept Design– 60 Marks 	
9	3.1.6.1 Technical Evaluation/ page 25		<p>3.1.6.1 Technical Evaluation/ page 25</p> <p>The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/ tourism/ riverine/ industrial led development/ port-led development/ city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks.</p>	<p>The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/ tourism/ riverine/ industrial led development/ port-led development/ city development ecosystem/ Institute of minimum urban area of 500 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks.</p>	RFP Condition prevails
10	3.1.6.1 Technical Evaluation/ page 25		<p>The Bidder or the Consortium should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km stretch of water front.</p> <p>For one project, 1 mark will be awarded. For every additional similar project or additional 100% area, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks.</p>	May be deleted	RFP Condition prevails

11	3.1.6.1 Technical Evaluation/ page 25		<p>Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of at least 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores</p> <p>For 3+1 DPRs, 0.5 mark will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks</p>	<p>Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of at least 3 projects of minimum of Rs. 200 Crores(overall project cost) each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores(overall project cost)</p> <p>For 3+1 DPRs, 0.5 mark will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks</p>	RFP Condition prevails
12	3.1.6.1 Technical Evaluation/ page 25		<p>The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date.</p> <p>The experience of the consortium Member if any shall be considered. 1 marks for meeting the minimum eligibility criteria and for every additional similar project, an additional 1 mark upto a maximum of 3 marks will be awarded.</p>	May be deleted	RFP Condition prevails
13			<p>The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of atleast Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led</p>	May be deleted	RFP Condition prevails

			land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement. 2 marks for meeting the minimum eligibility criteria. For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks. For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.		
14	3.1.6.1 Technical Evaluation/ page 25		<p>The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.</p> <p>2 marks for meeting the minimum eligibility criteria and for each additional assignment in this category with a completed duration of 2 years, assignment fee of at least Rs 2 Cr in large scale infrastructure projects shall be awarded 0.5 mark each to max. 2 marks.</p> <p>One additional assignment in this category</p>	<p>The bidder should have experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.</p> <p>2 marks for meeting the minimum eligibility criteria and for each additional assignment in this category with a completed duration of 2 years, assignment fee of at least Rs 2 Cr in large scale infrastructure projects shall be awarded 1 mark each to max. 2 marks.</p> <p>One additional assignment in this category undertaken in West Bengal, with assignment completed duration of at least 1 year and assignment fee of at least Rs 2 Cr shall be awarded 01 mark.</p>	RFP Condition prevails

			undertaken in West Bengal, with assignment completed duration of at least 1 year and assignment fee of at least Rs 2 Cr shall be awarded 01 mark.		
15			2.8 Notes / Page 14 The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that at least 50% of the other key staff be permanent full-time employees of the consortium/JV.	May be deleted. Experts may be associated	RFP Condition prevails
16				Please define all the type of surveys in the scope of this Tender. Also the inputs to be provided by authority, available with the authority.	As detailed in RFP.
17				What is estimated project cost for this tender	
18			Proposal Due Date 30-06-2021	Please allow 2 weeks' time extension i.e. 15th July 2021	3 weeks from the time of issue of clarifications to pre-bid queries
24. CRISIL					
1.	Page 21	Eligibility criteria (ii)	<p>The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20.</p> <p>In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs. 100 crores (1000 Million).</p>	<p>Please confirm whether parent company's (100% subsidiary) turnover from consulting engagements be considered under this clause.</p> <p>We request to reduce the lead member's average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 to minimum Rs. 50 crore (Rs 500 million).</p>	<p>No</p> <p>RFP Condition prevails</p>

2.	2.8 Page 14	Key personnel	Infrastructure expert: Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	<p>We understand that experts have specific experience of water supply and sewerage and/or solid waste management, and/or storm water drainage. Hence, the evaluation/scoring of the expert should be on the ground of satisfying any similar experience. The requirement is suggested be rephrased as:</p> <p>“Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/ Infrastructure Planning or equivalent with minimum of 20 years' experience with an experience of implementation, planning and facilitation of urban infrastructure projects.</p>	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 100 acres in India.
3.	2.8 Page 14	Key personnel	<p>Financial cum Economic Expert: MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage.</p> <p>He/ She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments. Experience of working under the Eligible Assignments under Categories A, B & C will be evaluated.</p>	<p>As varied experience have been covered under category A, B, and C, we understand that the only the subject coverage shall be covered, not the quantities mentioned for such experience.</p> <p>For example, scores can be given to expert who has undertaken transaction of urban infrastructure project, not necessarily all Rs. 500 crore and above.</p> <p>Please confirm.</p> <p>We request scoring be limited to experience of financial advisory services for master planning, strategic development and transactions for urban infrastructure projects.</p>	Accepted.
4.	2.8.1 Page 19 1.4.5. Page 129	substitution of key personnel & Removal and/or replacement of personnel	The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation..... (a), (b), (c)	<p>Please confirm the provision.</p> <p>We request not to cap the substitution of personnel with equal or better curriculum vitae and prior approval from the client.</p> <p>However, business continuity needs to be ensured by</p>	RFP Condition prevails

		(a)	<p>And</p> <p>The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel or as per the tender document.</p>	the Consultant.	
5.	2.21.7 Page 26	Financial proposal (iii)	<p>GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer.....</p>	<p>1) Kindly clarify the reasons for using the words “reimbursed/ reimbursement of tax” instead of “paid/payment of tax”. Due to this other paragraphs in RFP where such words are used may also change.</p> <p>2) documentary evidence of payment of GST to the concerned authorities which should be available in Form GSTR 2A/ Form GSTR 2B of SMP, Kolkata</p> <p>3) It is understood that “<i>However, before payment of such taxes the successful bidder shall obtain prior approval of the employer</i>” is used only in context of collection of additional/new tax from SMP in advent of new legislation introduced by government and is not used in context of collection of tax as per existing law. Please confirm</p>	<p>Clause to be read as:</p> <p>GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of GST tax invoice as per GST norm on payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment or as mentioned in the new Law. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer.....</p>
6.	2.21.7 Page 26	Financial proposal (vi)	<p>Supplementary invoice/debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before</p> <p>September of the succeeding Financial Year</p>	<p>We request to exclude “supplementary invoice” from the clause. Also, kindly include “Billing location of the entities (Consultant and Client) with complete address and GST details” in the clause.</p>	RFP Condition prevails
7.	3.1.6 Page 29	Technical evaluation-	<p>Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of</p>	<p>Preparation of DPRs for water supply, sewerage, solid waste management requires different skill sets than</p>	<p>It is separate. RFP Condition prevails</p>

		Section A- (C)	minimum of Rs. 200 crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	<p>transportation and mobility DPRs.</p> <p>We request to score the experience of DPR preparation separately under sub-sections of</p> <ul style="list-style-type: none"> • No. of DPRs for water supply/ sewerage/ SWM • No. of DPRs for traffic and transportation 	
8.	3.1.6 Page 31	Technical evaluation- Section A: Category-C	<p>Transaction and PPP experience:</p> <p>The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date.</p> <p>For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks. For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.</p>	<p>We request for the following revision:</p> <p>The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for <u>Government/ private clients</u> in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) <u>in last 15 years</u> till Proposal Due Date.</p> <p>For each successful additional infrastructure transaction project with a cost of at least <u>Rs 500</u> Crore shall be awarded 0.5 mark each upto a maximum of 2 marks. For One additional successful transaction & PPP project for any Port Authority of at least <u>Rs 250 crore</u>, additional 1 mark shall be awarded.</p>	Private client experience will not be accepted
9.	Form 14 C: Page 96	Breakdown of Cost	Stage wise cost breakdown	<p>We understand that payment for stage-1 is output based and financial quote for this stage shall be lumpsum.</p> <p>Stage-II, PMU support is divided into (A) remuneration</p>	RFP Condition prevails

				<p>of program expert team, and (B) remuneration for program support team.</p> <p>As both these components shall be part of the total quote of the bidder, we request to fix the positions for 'program support team' and not to leave on Bidder's discretion. This is requested to allow for fair and equal evaluation opportunity of all bidders.</p>	
10.	1.2.8 Page 121	Suspension		<p>We request to add the following:</p> <p>"However, the Employer shall not hold payments towards deliverables which have been in accordance with this contract."</p>	RFP Condition prevails
11.	1.2.9 Page 121	Termination (f)	If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.	We suggest deletion of the clause as the ground of termination is discretionary.	RFP Condition prevails
12.	1.2.9 Page 122	Termination (g)	If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract	<p>The judgement of the Employer is a subjective and discretionary ground. Such clause needs to include some objective proofs. We request the following change:</p> <p>If the Consultant <i>has been proven to be</i> engaged in fraudulent practices in competing for or in executing the contract.</p>	Not agreed
13.	1.2.9.5 Page 123	Payment upon termination (i)	Remuneration pursuant to Clause General Condition 1.6 hereof for Services satisfactorily performed prior to the effective date of termination;	As "satisfactory" is a subjective base determining performance under the contract, it is suggested that the word, "satisfactorily" be deleted and replaced with "as per the terms of this contract."	RFP Condition prevails
14.	1.3.4 Page 125	Liability of the consultant (i)	For any indirect or consequential loss or damage;	We request deletion of the clause. While we understand the liability for direct loss, indirect loss cannot be borne by the Consultant	Not agreed to
15.	1.3.4 Page 125	Liability of the consultant (ii)-(b)	This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person	Third Party liability can only be accepted in the case of breach of third party intellectual rights. We suggest that either third party liability be qualified to breach of	RFP Condition prevails

			or firm acting on behalf of the Consultants in carrying out the Services.	third party intellectual property rights or be deleted.	
16.	1.3.8 Page 127	Deliverable ownership	The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.	While we agree with the given clause, it is suggested that the following be added at the end of the clause: "However, Employer acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Materials") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. Employer shall the non-exclusive perpetual license to use the reports (including any Knowledge Materials provided as a part of the report to the Client) to the extent necessary for the Employer to use the reports in accordance with this Contract."	RFP Condition prevails
17.	1.6.4. Page 133	Mode of billing and payment (d)	The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer.	To remove the subjectivity of the "satisfactory performance", it is suggested to replace it with "as per the terms of this contract."	RFP Condition prevails
18.	Datasheet - (7)	Proposal due date		We request to provide atleast <u>Three weeks/ 15 working days</u> post issuance of the responses to the pre-bid queries, considering the documentation requirements for the proposal submission and slowdown in operations due to Covid.	3 weeks from the time of issue of clarifications to pre-bid queries
25. JLL					
	Page8	a. KEY PERSONNEL:	Program cum Strategic Management Expert (Team Leader)	We request you to consider Urban Planner / Architect with minimum of 15 Years of experience as Team Leader.	RFP Condition prevails

	Page10	a. KEY PERSONNEL:	Transaction cum PPP Expert	We request you to consider MBA (finance)/ any equivalent Post Graduation with 10 years' experience PPP projects and should have completed atleast two projects of Rs 500 cr.	RFP Condition prevails
	Page26	Category B: Strategic Advisory Experience	The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for a Government Client during last 10 years in India or abroad till Proposal Due Date.	We request you to relax the following The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy, water front development /tourism, Land monetization etc. for large scale infrastructure or land development projects having a single project of value atleast Rs.90 lakhs for a Government Client/ Private Client during last 10 years in India or abroad. We request you to also consider on-going assignments.	RFP Condition prevails
		Category A: Master Planning Experience	The Bidder or the Consortium should have international experience of a waterfront development project with mixed land use of minimum 100 acre area and min 1 km stretch of water front.	We request you to also consider national experience in water front development	RFP Condition prevails
		Category C: Transaction & PPP Experience	The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for Government clients in India or abroad.	We request you to consider experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of atleast Rs 250 Crore for Government clients in India or abroad.	RFP Condition prevails
		Real Estate Expert	MBA or CA or any Post Graduate with 7 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs1000million).	We request you to consider as below Urban Planner with real estate experience or MBA or CA or any Post Graduate with 7 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs.100 Crores (Rs1000million).	RFP Condition prevails