



उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लि०

UTTAR PRADESH METRO RAIL CORPORATION LTD.

(Formerly Known as Lucknow Metro Rail Corporation Ltd.)

(भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

No. UPMRC/CE-Contract/ LKCG-01/2022-23

Dated: 24.02.2023

ADDENDUM-06

Tender Title/Name of work: LKCG-01: Appointment of Strategic Consultant for Providing Consultancy Services for Investment Outreach, Investment Attraction, Bid Process Management and on boarding Developers/ Concessionaires for the Development of Commercial and Residential Establishment of Township at CG City Project of UPMRC, Lucknow, Uttar Pradesh.

Addendum-06 along with replies to pre-bid queries, summary of Addendum and Annexures of above tender is being issued and uploaded on CPP Portal.

For any further modifications/changes (if any), bidders are advised to stay updated on e-tendering portal (<https://etenders.gov.in/eprocure/app>) for information please.

(S.H.M Zaidi)
JGM/Contract

Reply to Pre-Bid Queries LKCG-01

Tender LKCG-01: Appointment of Strategic Consultant for Providing Consultancy Services for Investment Outreach, Investment Attraction, Bid Process Management and on boarding Developers/ Concessionaires for the Development of Commercial and Residential Establishment of Township at CG City Project of UPMRC, Lucknow, Uttar Pradesh.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
1	Clause 1.8. Key Details Page 3	Tender Security amount – INR 24 Lakhs	We request the Authority to reduce the Tender security amount to INR 2 Lakhs.	As per tender conditions.
2	Clause 2.2.2.	To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below: (i) At least One “similar work” ** of value of Rs. 9.6 Crores or more. OR (ii) Two “similar work(s)” ** each of value of Rs. 6.0 Crores or more. OR (iii) Three “similar work(s)” ** each of value of Rs. 4.8 Crores or more. **The “similar work (s shall be “consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s).”	As the scope of work includes feasibility, Master planning and transaction advisory services. Majority of the components are not the part of single engagement. Hence, this eligibility will be tough for many consultants to fulfill. Additionally, the scope of this assignment requires a special skill sets which shall not be evaluated based on the project fee/ value, but on the relevance and nature of the assignment. Hence, we request the following revision in the Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4, of which at least 2 (two) should have been done for transit authorities such as Railways or Metro Rail Corporations.	Please refer Addendum 6.
3	Clause : 3.1.5. Eligible Assignments (Page 25)	For the purposes of marking under Para 2.1.3, “Eligible assignment” shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore. (the “Eligible Assignments”):	As elaborate above the eligible assignments shall be evaluated based on the nature and relevance of the scope of work rather than the project fee. Additionally in the current eligibility the scope elements like preparation of revenue model and/or preparation of transaction / bid documents is not included. As the nature of this assignment is assessing the highest best use along with the monetization strategy preparation and bid process management. Thus, the eligible assignments shall be defined based on the project scope. Hence, we request the Authority to consider the following revision in this clause: For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”): (a) A land and/ or property monetization project undertaken through long lease (minimum 15 years) or freehold sale with minimum land area of 5,000 sq m or built-up area of 10,000 sq m (the “Property Monetization Projects”); or (b) Valuation or market/ best-use option study for built properties/ vacant land for monetization (th “Valuation Projects”).	Please refer Addendum 6.
4	Criteria for Evaluation: 3.1 Evaluation of Technical proposal Page no. 22, Clause 3.4 QCBS system	Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent)	This is a critical RfP and scope is highly strategic in nature. Selected consultant must have deep technical expertise, thorough understanding of infrastructure sector and expertise of undertaking similar works in India and globally. Accordingly, higher weightage should be given to the technical score. We request that QCBS be changed to 80:20 to allow for top quality consultants to compete.	As per tender conditions.
5	Pre-Qualification Criteria: Conditions of Eligibility for Personnel Page no.: 10 Clause 2.2.2 (c)	Team Leader and Real Estate Expert Qualification: Graduation with Master's Degree/ Diploma in Management/ Construction Management Marketing & Promotion Expert's Qualification: Master's in marketing management	We request you to allow MBA/Post Graduation for these key personnel since Tier 1/Premium Business Schools in India do not award functional/specific degrees	Please refer Addendum 6.

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6	Criteria for Evaluation: 3.1 Evaluation of Technical Proposals Page no.: 24 Clause 3.1.3.3	Planning of Approach & Methodology- 10 marks; Presentation on Case Studies- 5 marks	Approach & Methodology and Technical presentation provides an opportunity to the technical evaluation committee to thoroughly evaluate consultant & its proposed key personnel. Hence, we request to increase the marks awarded to Approach & Methodology to 40 marks	Please refer Addendum 6.
7	Criteria for Evaluation: 3.1 Evaluation of Technical Proposals Page no.: 23 Clause 3.1.3	NA	Detailed case studies allow technical evaluation committee to evaluate consultant's approach and outcomes in similar context. We request to include 2 case studies for providing end to end strategic development, monetization plan of real estate / township / commercial / industrial project in globally in the last five years - for 10 marks each The same should be presented as part of the Technical presentation. (One case study from India and one international case study)	As per tender conditions. Please also refer Addendum 6.
8	Criteria for Evaluation: 3.1 Evaluation of Technical Proposals Page no.: 23 Clause 3.1.3.2(a)	Relevant Work Experience of Team Leader and Real Estate Expert >30 years- 4 marks	We request you to kindly reduce the number of years of experience for maximum marks to 20 years	Please refer Addendum 6.
9	Evaluate the Experts basis interaction of key personnel during technical presentation	NA	It is important to understand the expertise of handling similar projects by key personnel while interacting in the presentation Hence, kindly assign 50% of the key experts marks on the basis of their participation in the technical presentation	As per tender conditions. Please also refer Addendum 6.
10		Page 9; 2.2. Conditions of Eligibility of Applicants/ Pre- qualification Criteria 2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility/ Pre- qualification criteria will be considered for evaluation. (A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below: (i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR (ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR (iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more. **The "similar work (shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/monetization of land pocket(s)." ** "Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project/work/asset should contain two parts. Part-I shall contain 'financial value of work done' and Part-II shall contain 'certificate of functional completion of project/work/asset.	We request the authority to kindly confirm that the Similar Works can be any Bid Process management or Transaction Advisory or Consultancy Projects involving land use planning, financial modelling, preparation of bid documents. Also, we request the authority to kindly allow ongoing projects with more than 50% completion to be allowed, as there are many large assignments and especially Transaction Advisory assignments which have every other part of the scope completed but transaction. These projects exhibit longer durations and with the severe effects of delays faced due to the pandemic period as well on project execution timelines. Please allow consultants to show similar works in the last 15 years. Thus, we request the authority to also allow ongoing assignments with over 50% completion with the valid proof of certification to be LOA/Agreement/Completion Certificate/Self Certification from Authorised Signatory/CA Certificate in lieu of the payment received. Additionally, we request the authority to allow CA Certificate as proof of payment for a particular stage/completion of assignment, as there are certain Non-Disclosure Agreements signed with clients on certain projects and other clients refrain or hesitate from providing completion certificates due to confidentiality restriction. Thus, we request if Self Certification by Authorised Signatory and CA certification of the project scope, fee received can be certified by a CA certificate and be accepted a proof.	Please refer Addendum 6.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
11		<p>Page 9;NOTE: The tenderer shall submit details of consultancy assignments executed by them to be considered for qualification of Pre-qualification criteria in the Form-7 & Form-7A of Appendix-1. Documentary proof such as Letter of Acceptance (LOA)/ Work Order/ Contract Document/ Completion certificates from client/ Certificate from CA clearly indicating the nature/scope of work, total fee/ actual completion cost and actual date of award and completion of such work. The offers submitted without documentary proof shall be liable to be rejected. In case the work is executed for private client, copy of work order, details of payment received certified by Chartered Accountant (C.A), Tax Deducted at Source (TDS shall be submitted.</p>	<p>We in continuation to the aforementioned request for CA certification. We request the authority to kindly allow Documentary proof such as Letter of Acceptance (LOA)/ Work Order/ Contract Document/ Completion certificates from client/ Certificate from CA clearly indicating the nature/scope of work, total fee/actual completion cost and actual date of award and completion of such work for both the Government and Private Projects/Clients (both Public and Private Clients).</p>	<p>As per tender conditions.</p>
12		<p>"Page 9; 2.2. Conditions of Eligibility of Applicants/ Pre- qualification Criteria 2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility/ Pre- qualification criteria will be considered for evaluation. (A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below: (i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR (ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR (iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more. **The "similar work (shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/monetization of land pocket(s)." ** "Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project/work/asset should contain two parts. Part-I shall contain 'financial value of work done' and Part-II shall contain 'certificate of functional completion of project/work/asset'.</p>	<p>We request the authority to kindly confirm if the similar work of value of Rs 9.6 Crores refers to the Project Cost (Project development cost of the project) or the Consultancy value (Consulting Fee received/agreed for the project) of the Project.</p>	<p>Please refer Addendum 6.</p>
13		<p>Page 11; (C) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below: Experience on Eligible Assignments for All Team Members Finance Expert Chartered Accountant 15 years He/ she should have worked as finance/ PPP expert in 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam and Page 26; 3.1.5. Eligible Assignments For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/Residential development in urban environment with minimum professional fee of Rs 2 crore (the "Eligible Assignments"):</p>	<p>Firstly, we would request that the experience on Eligible Assignments for All Team Members should be the same as Similar project Experience. Thus, we request the ambiguity to be cleared and the team should have the same experience on projects as required by the firm. Thus, definition for Similar Works and Eligible Assignments should be characterised as the same as – Bid Process management or Transaction Advisory or Consultancy Projects involving land use planning, financial modelling, preparation of bid documents. Secondly, we would like to highlight that the Finance Expert position essentially requires a senior experienced stakeholder and should be without any particular limitation related to their post-graduation or graduation qualifications or specifically as Chartered Accountant. We on the other hand believe, a senior position which will have the specific experience gained from similar projects will be more crucial and important for gaining the skillset and project experience. Thus, please allow Masters/PGDM in Finance to also be allowed for the Finance Expert. Lastly, as aforementioned the definition of Similar Project and Eligible Assignment should be the same on the project for ease of reference and especially when it covers the scope required under the project. Thus, definition for Similar Works and Eligible Assignments should be characterised as the same as – Bid Process management or Transaction Advisory or Consultancy Projects involving land use planning, financial modelling, preparation of bid documents.</p>	<p>Please refer Addendum 6.</p>

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14		<p>Page 23; 3. CRITERIA FOR EVALUATION 3.1. Evaluation of Technical Proposals 1 Applicant Experience/Profile 45 1 (a) Experience of Eligible Assignments 20 No. of Eligible Assignments Marks</p> <table border="0"> <tr><td>0-3</td><td>3</td></tr> <tr><td>4-6</td><td>9</td></tr> <tr><td>7-8</td><td>15</td></tr> <tr><td>>8</td><td>20</td></tr> </table>	0-3	3	4-6	9	7-8	15	>8	20	<p>We request once again that the Similar Project and Eligible Assignment should be the same on the project for ease of reference and especially when it covers the scope required under the project. Thus, definition for Similar Works and Eligible Assignments should be characterised as the same as – Bid Process management or Transaction Advisory or Consultancy Projects involving land use planning, financial modelling, preparation of bid documents. Additionally, we request the number of assignments required here to be reduced owing to the reasons mentioned previously</p> <table border="0"> <tr><td>No. of Eligible Assignments Marks 0-2</td><td>3</td></tr> <tr><td>3-4</td><td>9</td></tr> <tr><td>5-6</td><td>15</td></tr> <tr><td>>6</td><td>20</td></tr> </table>	No. of Eligible Assignments Marks 0-2	3	3-4	9	5-6	15	>6	20	Please refer Addendum 6.														
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16		<p>Page 23; 3. CRITERIA FOR EVALUATION 3.1. Evaluation of Technical Proposals 2 Relevant Experience of the Key Personnel Team Leader and Real Estate Expert Relevant Work Ex Marks</p> <table border="0"> <tr><td>< 20 years</td><td>0</td></tr> <tr><td>>=20 years to <= 25 years</td><td>2</td></tr> <tr><td>>25 – 30 years</td><td>3</td></tr> <tr><td>> 30 years</td><td>4</td></tr> </table> <p>No. of Eligible Assignments Marks 0 – 4</p> <table border="0"> <tr><td>5 – 7</td><td>1</td></tr> <tr><td>8 – 10</td><td>2</td></tr> <tr><td>> 10</td><td>3</td></tr> </table>	< 20 years	0	>=20 years to <= 25 years	2	>25 – 30 years	3	> 30 years	4	5 – 7	1	8 – 10	2	> 10	3	<p>We would like to highlight that Real Estate Sector is a niche industry whereby experience of 8-10 Years can help provide/gain an expert a specialised skillset and understanding on various large sectors within the group. Thus, we request Team Leader Marks for experience to be reduced per the table below</p> <table border="0"> <tr><td colspan="2">Team Leader and Real Estate Expert Relevant Work Ex Marks</td></tr> <tr><td>< 12 years</td><td>0</td></tr> <tr><td>>=12 years to <= 15 years</td><td>2</td></tr> <tr><td>>15 – 20 years</td><td>3</td></tr> <tr><td>> 20 years</td><td>4</td></tr> </table> <p>No. of Eligible Assignments Marks 0 – 3</p> <table border="0"> <tr><td>4 – 5</td><td>1</td></tr> <tr><td>6 – 7</td><td>2</td></tr> <tr><td>> 8</td><td>3</td></tr> </table> <p>In the similar manner, we would request the authority to kindly reduce the overall number of years of experience of each team member by 5 Years and the maximum marks of project experience to be given at 5 projects</p>	Team Leader and Real Estate Expert Relevant Work Ex Marks		< 12 years	0	>=12 years to <= 15 years	2	>15 – 20 years	3	> 20 years	4	4 – 5	1	6 – 7	2	> 8	3	Please refer Addendum 6.
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17		<p>Page 36; b) Consultancy Team 1. The Consultant shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. Real Estate Expert shall be the leader of the Consultancy Team. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified in para 2.2.3 (C) of ITT. 2. During execution of contract prior approval of UPMRC will be required for the names of Key Personnel proposed to be deployed and their actual deployment period/ schedule.</p>	<p>We request the authority to kindly allow Team Leader and other experts to be available for meetings monthly/fortnightly for updates on the project and not have it mandatory for Team to be deployed on the assignment. We believe that when such senior resources are deployed in Lucknow for the entire duration of the project, the tentative costs associated for each expert will go higher with very little effects/changes on the output pursuant to their physically being deployed. Thus, it is a benefitting factor to not have deployment mandatory and thus all experts can be utilized with planning and the costs will be lower for the authority as well for the project.</p>	As per tender conditions. Deployment of Key professional at Lucknow shall not be mandatory for entire duration of consultancy contract. However, consultant shall ensure deployment of key personnels to meet the objectives of TOR.																														

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18		Page 81; APPENDIX-I (Form-5) (Refer Clause 2.2.2) FINANCIAL DATA	We CBRE South Asia Private Limited are an US based Multi-National Company and follow US financial calendar typically ending in the month of September. Hence we will be able to furnish audited financial statements till the year of 2020-21, and the two years preceding that. We therefore request the authority to kindly amend the clause and consider financial statements for the 3 years i.e 2018-19 to 2020-21.	Please refer Addendum 6.																				
19		Page 6; Date & time of Submission of Tender/Proposal Due Date (PDD) online Tender submission start date: 26.12.2022 (11:00 hrs). Tender submission end date (Proposal Due Date- PDD): 02.01.2023 (15:00 hrs).	Request you to kindly extend the due date of submission by atleast 3 weeks from the date of release of queries.The bid document preparation requires extensive paperwork, preparation of documentation and preparing an experienced team who can lead this assignment. Thus, we request if the requested extension would be provided on the submission deadline.	Please refer Addendum-5.																				
20		General Limitation of Liability	Request you to kindly add a Liability Clause; "In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage".	Please refer Addendum 6																				
21		Page 4; 1.8. Key Details Tender Security amount INR 24 lakh The instrument type for payment of tender security/ EMD shall be RTGS, NEFT & IMPS, Demand Draft, Bank Guarantee. No other mode of payment will be accepted.	We request the authority to kindly lower the EMD to INR 5 Lakhs from 24 Lakhs. Typically, in a competitive bidding process the EMD is generally in the range of 2-3% of the Tender Value and is most typically capped at 5 or 10 Lakhs. We in the same manner, request the EMD to be capped at INR 5 Lakhs for the project.	As per tender conditions.																				
22	2.2.2 (A) Page no. 8	The "similar work(s) shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)	Considering the scope of work and the expertise required for successfully completing the project, we request the Authority to kindly consider projects that had financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)	Please refer Addendum 6.																				
23	2.2.2 (A) Page no. 8	(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR (ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more OR (iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.	Request the Authority to kindly omit this clause as many assignments of similar nature from various Central Govt/ State Govt./ CPSE/State PSU/ Authorities/ Nigam are competitively priced. Hence, value of similar nature isn't achieved.	Please refer Addendum 6.																				
24	2.2.2 (A) Page no. 8	"Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project / work / asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project / work / asset'.	Request the Authority to kindly omit this clause and allow submission of on-going projects under eligible assignment Request the Authority to kindly allow submission of CA certificates apart from Client Certificate	As per tender conditions. Please also refer Addendum 6.																				
25	2.2.2 © Page no. 10 Conditions of Eligibility for Key Personnel	Key Personnel: Team Leader and Real Estate Expert Educational Qualification: Graduation with master's degree / Diploma in Management / Construction Management	Request the Authority to kindly include Master's in urban/ Transport/ Housing Planning under Educational Qualification	Please refer Addendum 6.																				
26		Key Personnel: Finance Expert Educational Qualification: Chartered Accountant	Request the Authority to kindly include MBA in Finance under Educational Qualification	Please refer Addendum 6.																				
27	3.1.3 Page no. 22	<table border="1"> <thead> <tr> <th colspan="2">No of years of operation in India</th> </tr> <tr> <th>Experience of Operating in India</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td><5</td> <td>1</td> </tr> <tr> <td>05-Oct</td> <td>3</td> </tr> <tr> <td>>10 to 15 years</td> <td>5</td> </tr> <tr> <td>>15 years</td> <td>7</td> </tr> </tbody> </table>	No of years of operation in India		Experience of Operating in India	Marks	<5	1	05-Oct	3	>10 to 15 years	5	>15 years	7	Request the Authority to kindly revise the scoring criteria as follows <table border="1"> <thead> <tr> <th>Experience of Operating in India</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td><5</td> <td>1</td> </tr> <tr> <td>05-Oct</td> <td>5</td> </tr> <tr> <td>>10 years</td> <td>7</td> </tr> </tbody> </table>	Experience of Operating in India	Marks	<5	1	05-Oct	5	>10 years	7	Please refer Addendum 6.
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S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply														
28	3.1.3 Page no. 23	<p style="text-align: center;">Team Leader and Real Estate Expert</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Relevant Work Experience – Max 4 marks</th> <th style="width: 40%;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><20 Years</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">>=20 years to <= 25 years</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Relevant Work Experience – Max 4 marks	Marks	<20 Years	0	>=20 years to <= 25 years	2	<p style="text-align: center;">Request the Authority to kindly revise the scoring criteria as follows</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Relevant Work Experience – Max 4 marks</th> <th style="width: 40%;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><15 Years</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">>=15 years to <= 20 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">> 20 years</td> <td style="text-align: center;">4</td> </tr> </tbody> </table>	Relevant Work Experience – Max 4 marks	Marks	<15 Years	0	>=15 years to <= 20 years	3	> 20 years	4	Please refer Addendum 6.
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29	3.1.5. Page no. 25	For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore.	Request the Authority to kindly omit this clause as many assignments of similar nature from various Central Govt/ State Govt./ CPSE/State PSU/ Authorities/ Nigam are competitively priced. Hence, value of similar nature isn't achieved.	Please refer Addendum 6.														
30	1.8. Key Details Page no. 5	Date & time of Submission of Tender/ Proposal Due Date (PDD) Online: Tender submission end date (Proposal Due Date- PDD): 02.01.2023 (15:00 hrs).	Considering the amount of paper work required in order to successfully submit the bid, we request the Authority to kindly extend the submission of this bid by at least 10 working days.	Please refer Addendum-5.														
31	NA	NA	Considering the scale of the project, Request the Authority to kindly include a success fee of approx. 1% - 2%. This can be routed through the Authority after successful completion of the project.	As per tender conditions														
32	Clause 2.2.2 RFP Page 8	<p>(A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR</p> <p>(ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR</p> <p>(iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.</p> <p>**The "similar work(s) shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)."</p>	<p>The scope of work for current assignment includes feasibility, Master planning and transaction advisory services. Mostly these components are not the part of single engagement. Hence, this requirement is restrictive.</p> <p>Moreover, the scope requires special skill sets which shall not be evaluated based on the project fee/ value, rather on the relevance and nature of the assignment.</p> <p>Therefore, we request the client to kindly amend the clause as:</p> <p>The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4, of which at least 2 (two) assignments should have been for transit authorities such as Railways or Metro Rail Corporations</p>	Please refer Addendum 6.														
33	Clause: 3.1.5. Eligible Assignments RFP Page 25	For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore. (the "Eligible Assignments"):	<p>The nature of this assignment is assessing the highest best use along with the monetization strategy preparation and bid process management. Thus, the eligible assignments shall be defined based on the project scope. Additionally, scope elements like preparation of revenue model and/or preparation of transaction / bid documents is not included.</p> <p>So, we request the Authority to consider the following revision in this clause:</p> <p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):</p> <p>i. A land and/or property monetization project undertaken through long lease (minimum 15 years) or freehold sale with minimum land area of 5,000 sqm or built-up area of 10,000 sqm (the "Property Monetization Projects"); OR</p> <p>ii. Valuation or market/ best-use option study for built properties/ vacant land for monetization (the "Valuation Projects").</p>	Please refer Addendum 6.														
34	Clause 1.8 of NIT, Page 5	Last date of Seeking Clarification: 14 .12.2022 (Upto 1800 Hrs)	We kindly request that deadline for submission of clarification requests be extended to December 19, 2022.	Please refer Addendum 5														

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
35	Clause 1.8 of NIT, Page 5	Tender submission end date (Proposal Due Date- PDD): 02.01.2023 (15:00 hrs).	Given the holiday season at the end of this month, we kindly request that deadline for submission of bid be extended to January 20, 2023 and at least three weeks be provided for submission following release of response to the pre-bid queries.	Please refer Addendum 5
36	Page 9, 2.2.2., (A) Technical Capacity	(A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below: (i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR (ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR (iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.	The scope of work for this project is to be undertaken for an approx. aggregate land area of 86 acres. Given that this is a strategic consulting service, we request that the eligible assignment be benchmarked against the area of land parcel rather than the consulting contract value. Furthermore, large scale real estate development projects have a long gestation period. To this end, we request that experience over a longer tenure of 15 years be considered. We propose the following criteria as an illustration: The scope of work for this project is to be undertaken for an approx. aggregate land area of 86 acres. Given that this is a strategic consulting service, we request that the eligible assignment be benchmarked against the area of land parcel rather than the consulting contract value. Furthermore, large scale real estate development projects have a long gestation period. To this end, we request that experience over a longer tenure of 15 years be considered. We propose the following criteria as an illustration: A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven Fifteen (15) years ending last day of month previous to the Tender Publish date as given below: (i) At least One "similar work" ** of area 40 acres value of Rs. 9.6 Crores or more. OR (ii) Two "similar work(s)" ** each of area 20 acres value of Rs. 6.0 Crores or more. OR (iii) Three "similar work(s)" ** each of area 10 acres value of Rs. 4.8 Crores or more.	Please refer Addendum 6.
37	Page 11, Conditions Eligibility for Personnel C) of Key	Position: Team Leader and Real Estate Expert Educational qualification: Graduation with Masters Degree/ Diploma in Management/ Construction Management	We kindly request that the qualification criteria be expanded to 'Graduation with Masters Degree/ Diploma in Management/ Construction Management/ Urban Planning or any other relevant field' in line with industry norms.	Please refer Addendum 6.
38	Page 11, Conditions Eligibility for Personnel C) of Key	Position: Finance Expert Educational qualification: Chartered Accountant	We kindly request that the qualification criteria be expanded to 'Chartered Accountant/ MBA in Finance or any other relevant field' in line with industry norms.	Please refer Addendum 6.
39	Page 11, Conditions Eligibility for Personnel C) of Key	Position: Urban Planner Educational qualification: B. Arch With Masters in Urban/ Transport/ Housing Planning	Urban Planners may have bachelor's qualifications in engineering, planning, architecture or other fields. Hence we request that this be revised to 'B. Arch With Masters in Urban/ Transport/ Housing Planning.'	Please refer Addendum 6.
40	Page 36, Consultancy Team b)	The Consultant shall establish a Project Office at a suitable location in the city where Employer's office is situated, for efficient and coordinated performance of its Services. The authorised officials of the Employer may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel.	Given the strategic consulting nature of the scope of services and since no full-time on-site deployment of personnel is required, we kindly request that this requirement for setting up a special project-specific office be removed.	As per tender conditions. Deployment of Key professional at Lucknow shall not be mandatory for entire duration of consultancy contract. However, consultant shall ensure deployment of key personnels to meet the objectives of TOR.
41	Page 54, Liability of Consultant	3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.	Please note that Clause 3.4.3 is missing. We kindly request that, in line with industry norms, the Consultant's liability be capped to the contract value under all conditions.	Please refer Addendum 6.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
42		Request for addition of clause	<p>We request that the provisions on sanctionable practice be applicable to the employer as well as the consultant.</p> <p>We request the authority to include following clauses in the draft contract agreement.</p> <p>Sanctions:- As of the date of this Agreement, the Vendor has represented that (a) neither the Vendor nor any of its Affiliates, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) neither the Vendor nor any of its Affiliates are having 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Vendor's knowledge, no entity whose 50% or more is owned or controlled by a direct or indirect parent of the Vendor or any of its Affiliates is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Vendor or any of its Affiliates. For so long as this Agreement is in effect, the Vendor will promptly notify Company if any of these circumstances change. If Company reasonably determines that it can no longer procure the services from the Vendor in accordance with applicable law, then Company may terminate this Agreement, or any particular services, immediately upon written notice to Vendor.</p> <p>Anti-Bribery & Corruption: Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private (b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b). (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</p>	As per tender conditions. Please also refer clause 3 of Agreement (Obligations of the consultant).
43	2.1.1	Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as Proprietorship/ Partnership/ Company/ JV/Consortium.	How many Consortium/JV members are allowed ? We request it should not be more than 2.	Please refer Addendum 6.
44	2.2.2 A	<p>Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR</p> <p>(ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR</p> <p>(iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.</p> <p>***The "similar work(s) shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)."</p> <p>** "Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.</p>	<p>"Similar work" not been defined clearly. Does similar work means – land use planning, financial modeling, preparation of bid documents for commercialization/monetization of land pockets in a single Project.</p> <p>We request "land use planning" to be deleted from similar work (as it is not part of scope of work) and mention market research/demand estimation, feasibility analysis & bid process management of land pockets which is as per the requirement of ToR.</p>	Please refer Addendum 6.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply																								
45	2.2.2 C	<p>(C) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below:</p> <table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Educational Qualification</th> <th>Length of Professional Experience</th> <th>Experience on Eligible Assignments</th> </tr> </thead> <tbody> <tr> <td>Team Leader and Real Estate Expert</td> <td>Graduation with Masters Degree/ Diploma in Management/ Construction Management</td> <td>20 years</td> <td>He/ she should have led teams for 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam</td> </tr> <tr> <td>Finance Expert</td> <td>Chartered Accountant</td> <td>15 years</td> <td>He/ she should have worked as finance/ PPP expert in 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam</td> </tr> <tr> <td>Urban Planner</td> <td>B Arch With Masters in Urban/ Transport/ Housing Planning</td> <td>15 years</td> <td>He/ she should have worked as member of a planning team for at least 3 (three) Eligible Assignments.</td> </tr> <tr> <td>Marketing & Promotion Expert</td> <td>Master's in marketing management</td> <td>10 years</td> <td>He/ she should have handled marketing and promotion activities for at least 3 (three) Eligible Assignments.</td> </tr> <tr> <td>Contracts Expert</td> <td>Graduation</td> <td>10 years</td> <td>He/ she should have prepared bid documents for at least 3 (three) Eligible Assignments.</td> </tr> </tbody> </table>	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments	Team Leader and Real Estate Expert	Graduation with Masters Degree/ Diploma in Management/ Construction Management	20 years	He/ she should have led teams for 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam	Finance Expert	Chartered Accountant	15 years	He/ she should have worked as finance/ PPP expert in 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam	Urban Planner	B Arch With Masters in Urban/ Transport/ Housing Planning	15 years	He/ she should have worked as member of a planning team for at least 3 (three) Eligible Assignments.	Marketing & Promotion Expert	Master's in marketing management	10 years	He/ she should have handled marketing and promotion activities for at least 3 (three) Eligible Assignments.	Contracts Expert	Graduation	10 years	He/ she should have prepared bid documents for at least 3 (three) Eligible Assignments.	<p>Key Personal :</p> <ol style="list-style-type: none"> 1. Team leader : length of professional experience is 20 years whereas we request it to be reduced to 12 years. 2. Finance Expert : In the Educational qualification – Chartered Accountant is mentioned. Request to add MBA Finance from IIM/ISB with 8 years of experience. 3. Urban planner : Request to reduce the experience to 7 years. 4. Contract expert : Request the contract expert to be MBA/LLB. 	Please refer Addendum 6.
Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments																									
Team Leader and Real Estate Expert	Graduation with Masters Degree/ Diploma in Management/ Construction Management	20 years	He/ she should have led teams for 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam																									
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46	2.2.2 A	<p>Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One “similar work” ** of value of Rs. 9.6 Crores or more. OR (ii) Two “similar work(s)” ** each of value of Rs. 6.0 Crores or more. OR (iii) Three “similar work(s)” ** each of value of Rs. 4.8 Crores or more.</p> <p>***The “similar work(s) shall be “consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s).”</p> <p>** “Substantial” completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for ‘substantial completion’ of project/work/asset should contain two parts. Part -I shall contain ‘financial value of work done’ and part-II shall contain ‘certificate of functional completion of project/work/asset’.</p>	<p>Financial capacity ii) T2 – Annual Turnover : Request to increase the annual turnover to 50 cr from 3.6 cr in order to have bids from reputed consultants.</p>	As per tender conditions.																								
47	3.1.3		<p>Scoring criteria for evaluation :</p> <p>We request the marks for CVs to be reduced to 30 from 40 and the Presentation on the case studies to be increased to 15 from 5.</p> <p>Also, would request that more marks on CVs to be given on qualification i.e being from premier institutes like IIM/IIT/ISB and on the number of eligible assignments undertaken rather than on the number of years of experience.</p>	Please refer Addendum 6.																								
48	3.1.5	<p>Eligible Assignments</p> <p>For the purposes of marking under Para 2.1.3, “Eligible assignment” shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore. (the “Eligible Assignments”):</p>	<p>Eligible assignments to be defined clearly. Advisory/consultancy assignment undertaken by the contractor should be read as undertaken by the consultant.</p>	Please refer Addendum 6.																								

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
49	3.3.1	In the second stage, the financial bids of the technically qualified bidders shall be opened and final (combined) evaluation will be carried out as per Quality cum Cost Based Selection system (QCBS). For financial evaluation, the lump sum cost quoted in "Schedule- A" of BOQ will be considered.	Schedule A of BOQ is missing in the RFP required for financial quotation.	Schedule A of BOQ is attached in excel format in financial package on CPP Portal
50			Request to extend the tender submission date to 10 th Jan 2023.	Please refer Addendum 5
51	Clause 1.8 (Key Details)	Tender Security Amount – INR 24.00 Lacs Cost of Tender documents (Non refundable)	We request you to refer the enclosed Gazette of India, Point No. 10 which says "To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money. In view of the above, we request your good self to exempt the Tender Security Amount and Cost of Tender documents for MSME bidders on production of suitable certificate of the registration	Please refer Addendum 6.
52	2.2.2 (A) Page no. 8	"Definition of Eligible Assignments: - The "similar work(s shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)"	side. Therefore, we request for an amendment in the definition of similar works as follows:- The "similar work(s shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s) / Development Projects of urban railway/ metro rail necessarily including stations, airport, multi model transit hub, bus terminals etc having consultancy fee of INR 30.00 Lacs <u>OR</u> Development Projects of urban real estate projects (such as district centre, shopping mall/complex, residential complex, Transit Oriented Development Projects, hotel,entertainment complex, office complex etc having consultancy fee of INR 1.00 Crores Ongoing projects as per above shall also be considered if the DPR of the project has been approved.	Please refer Addendum 6.
53	Clause 3.1.5 , Page 26	Clause 3.1.5 Page number 26 of the Bid document which says For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore. (the "Eligible Assignments"):	Request you to amend the eligible assignment as per Serial Number 2 above.	Please refer Addendum 6
54	clause 3.1.3, Page 22	Applicant Experience/ Profile	Looking at the size of the project, we feel that the eligible criteria of projects solicited & its subsequent marking criteria is on higher side, we request you to reduce the eligibility & marking criteria as follows:- For Clause 1 (a) Experience of Eligible Assignments under Marking criteria:- One eligible assignment: 5 marks More than one eligible assignment: 5 marks for each assignment, maximum upto 20 marks For Clause 1(c) Experience of Eligible Assignments for Central Govt / State Government / CPSE/ State/ PSU/ Authorities/ Nigam under Marking Criteria: - One eligible assignment: 2 marks More than one eligible assignment: 2 marks for each assignment, maximum upto 8 marks	Please refer Addendum 6.
55	clause 3.1.3, Page 22	Professional fees earned (Average of 3 financial years preceding the PDD)	Sir, we feel that that the turnover solicited is a bit high in comparison to the consultancy fee of the project. Thus we request you to reduce the solicited turnover as following to facilitate larger participation of the consultants:- Average Annual Turnover from last 3 financial years :- <Rs. 5.00 Crores : 2 marks Between Rs. 5.00 Crores to 7.00 Crores: 7 marks >Rs. 7.00 crores : 10 marks	Please refer Addendum 6.
56	Page No. 8 2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:	"*The "similar work(s shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)."	We believe separate projects of land use planning, financial modelling and preparation of bid documents for commercialization/ monetization of land pocket(s) shall also be considered as very less projects with such combination carried out in past.	Please refer Addendum 6.
57	Page No. 10 Team composition	(C) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below:	We believe staff also should allow to showcase individual projects carried out in land use planning, financial modelling and bid process and fetch maximum marks.	As per tender conditions. Please also refer Addendum 6.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
58	Page No. 53 3.4. Liability of the Consultant	Liability clauses	Clauses are open ended and we request to cap the liability to one time of the contract value and wherein PLI to be provided from the umbrella policy as one time of the contract value.	Please refer Addendum 6.
59	Page No. 59 Liquidated damage	Liquidated damage	Considering provisions in various clauses, we request to cap the liquidate damage to 10% of the contract value in totality. This is as per the standard industry practices.	As per tender conditions. Please also refer clause 7.2.2 of Agreement.
60	Request	Request	We believe considering long holidays in year end for Christmas / new year, sufficient time, at least 4 weeks to provide firms to submit proposal.	Please refer Addendum 5
61	Clause 1.8 Page No. 3	Tender security/ EMD amount	The required Tender security/ EMD amount of INR 24 lakhs is significantly high. We request the Authority to keep a nominal Bid Security of INR 1 lakh.	As per tender conditions.
62	Clause 1.8 Page No. 5	Extension in last date of seeking clarify cations	We are evaluating the various terms & conditions of the RFP documents and may require some more time to share additional queries basis the evaluation. Therefore, we request Authority to allow us in seeking clarifications upto 20 December 2022.	As per tender condition. Please also refer Addendum 5.
63	Clause 1.8 Page No. 5	Extension in Proposal submission due date	Given that the Proposal submission due date falls during Christmas and New Year's holidays, there would be certain challenges and limitations in terms of availability of team members and arranging the required statutory documents on time. Therefore, we request Authority to provide at least 4 weeks of time post issuance of replies to queries for submitting the proposal.	Please refer Addendum 5.
64	Clause 2.1.1 Page No. 7	Proprietorship/ Consortium/JV	The project of this quantum and size would require large and reputed firms having prior experience in successful transaction advisory assignment of this nature. As The present RFP allow Proprietorship/ Consortium/JV to participate in the project, it would dilute the selection process and may discourage reputed firms to participate and compete. We therefore request the Authority to not allow Proprietorship/ Consortium/JV for this project and limit the association on sub-contract basis (in case of Urban Planner/Contract Expert).	As per tender conditions.
65	Clause No 2.2.1 Page No. 8 Clause No 3.1.5 Page No. 25 Appendix -I, Form 7, Page No. 82	Technical Capacity Definition of Similar Works/ Eligible Assignment	<p>The definition of "Similar Works" and value of the assignments as mentioned in Clause 2.2.1 (page 8), are contradictory to the definition of "Eligible Assignments" and value of the assignments as mentioned in Clause 3.1.5 (page 25). The format under Appendix -I, Form 7 (Page 82) has also different information (capital cost and fee received) as part of eligible projects.</p> <p>We request Authority to review these discrepancy and provide clarification in this regard. We also understand that any infrastructure project having commercial/residential components may also be considered as Eligible Assignment. Please confirm our understanding.</p> <p>Additionally, in view the nature and responsibilities desired under the assignment, an extensive experience in managing the bid process/ transaction is of utmost importance. We therefore suggest the following to be considered as Similar Works/ Eligible Assignment in reference to 3.1.5:</p> <p>Eligible Assignment For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the Consultant for development of Commercial/ Residential development involving bid process management in urban environment with minimum professional fee receipt of INR 1 crore, during last 10 years from the bid submission due date. (the "Eligible Assignments")</p>	As per tender conditions. Please also refer Addendum 6.
66	Clause No 2.2.1 Page No. 8	Client Certificate	We would like to highlight that many a times client certificate is not available. Therefore, we request Authority to allow submission of Self Certification along with Work Order in the absence of CA Certificate / Completion Certificate by the Client.	As per tender conditions.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
67	Clause No 2.2 2.2.2 Page No. 9	T-2: Annual Turnover Average Annual Financial Turnover from consultancy services of the bidders during the last three years ending 31st March of the previous financial year should be at least Rs. 3.6 Crores.	CG City is of strategic importance for the state as well as for the north region. Therefore, it is essential that firm has sound financial capabilities which would allow the firm to bring right skilled resources to make the transaction successful. In view of thrust and importance of the project to bring private investments and economic development in the state, it is important that reputed firms having prior experience in successful transaction advisory assignment of this nature be engaged. It is therefore requested to increase the Financial Capacity as suggested below: (i) Should have average annual financial turnover of at least Rs. 500 crores from the advisory/consultancy services for the last three financial years.	As per tender conditions.
68	Clause 2.2.2. (C) Page No. 10 3.1.3 Page no. 22-23	Relevant Experience of the Key personnel	Team Leader Relevant work experience <10 years :- 0 10-12 years :- 2 12-15 years :- 3 >15 years :- 4 Finance Expert, Urban Planner Relevant work experience <10 years :-0 10-12 years :-2 >12 years :-3 Marketing & Promotion Expert, Contract Expert Relevant work experience <8 years :-0 8-10 years :-2 >10 years :-3 No. of Eligible Assignments 0-2 :-0 3-4 :-2 5-6 :-3 >6 :-4	Please refer Addendum 6.
69	Clause 3.4 Page No. 25	Weightage of Quality cum Cost Based Selection system (QCBS)	Technical competency is an important aspect for a project of this nature. Therefore, weightage of technical score should be much higher than normal projects to ensure that only those firms having high technical competency can take up the project. We Request authority to increase the technical : financial weightage to 80:20.	As per tender conditions.
70	Clause; (A) 1. of TOR Scope of work Activity II- Business action Plan Page no. 33	Activity II- Business action Plan v. Develop a comprehensive Infrastructure concept plan Consultant shall be responsible for obtaining necessary approvals from Government authorities on behalf of UPMRC as and when required.	The CG project is envisaged on PPP wherein private sector would be selected through bidding process. The selected private player will prepare its own master plan on the basis of market assessment and take the necessary approval from the concerned authorities accordingly. Therefore, we request Authority to limit the scope under the RFP to develop comprehensive Infrastructure concept plan only and remove the scope of obtaining necessary approvals from Government authorities on behalf of UPMRC.	As per tender conditions.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
71	Clause (B) Deliverables and Payment Schedule Page no. 35	The Consultant shall establish a Project Office at a suitable location in the city where Employer's office is situated, for efficient and coordinated performance of its Services. The authorised officials of the Employer may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel	The nature of the consulting assignment is Transaction advisory in nature and do not require the project team to be full time deployed at Lucknow. The requirement of "establish a Project Office at a suitable location in the city where Employer's office is situated" and inspection of the Project office by authorised officials of the Employer therefore appears to be slightly stringent. We can ensure that the project team shall be available for efficient delivery, project discussion and better coordination. We therefore request Authority to kindly remove the mentioned requirement.	As per tender conditions. Deployment of Key professional at Lucknow shall not be mandatory for entire duration of consultancy contract. However, consultant shall ensure deployment of key personnels to meet the objectives of TOR.
72	Clause 3.3 Page No. 52	3.3. Confidentiality	We kindly request the authority to modify the Confidentiality clause such that it is mutually applicable to authority and the Consultant	As per tender conditions.
73	Clause 3.4, Page no.53	3.4. Liability of the Consultant 3.4.1. The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof. 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.	We kindly request the authority to modify the clause as below : 3.4. Liability of the Consultant 3.4.1. The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof. 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.	Please refer Addendum 6.
74	Clause 3.5; Page No. 53	3.5 Insurance to be taken out by consultant The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and 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's, as shall be specified in the RFP and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.	As most of the firms maintains [professional indemnity insurance for its employees we request the authority to delete the following clause 3.5 Insurance to be taken out by consultant The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and 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's, as shall be specified in the RFP and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.	Please refer Addendum 6.
75	Clause 3.6 Page no. 53	3.6. Accounting, inspection, and auditing The Consultant shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and (b) permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.	We kindly request the authority to remove the clause 3.6 3.6. Accounting, inspection, and auditing The Consultant shall:- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and- (b) permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.	Please refer Addendum 6.

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
76	Clause 2.26; Page no. 20 Clause 3.9.3 Page No. 54	2.26. Indemnity The Consultant shall, subject to the provisions of the Contract, indemnify the Employer, for an amount not exceeding the value of the Contract, for any direct loss or damage that is caused due to any deficiency in Services 3.9.3. The Consultant shall hold the Employer harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Employer.	We request the authority to delete the following clauses 2.26 and 3.9.3 2.26. Indemnity The Consultant shall, subject to the provisions of the Contract, indemnify the Employer, for an amount not exceeding the value of the Contract, for any direct loss or damage that is caused due to any deficiency in Services 3.9.3. The Consultant shall hold the Employer harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Employer.	As per tender conditions.
77	Clause 3.11 Page no. 54	3.11. Providing access to Project Office and Personnel The Consultant shall ensure that the Employer, and officials of the Employer having authorisation from the Employer, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Employer's official, who has been authorised by the Employer in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.	We kindly request the authority to delete the clause 3.11	As per tender conditions.
78	Clause 3.12 Page no. 55	3.12. Accuracy of Documents The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Employer against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	We kindly request the authority to modify the clause 3.12 as below 3.12. Accuracy of Documents The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify be responsible for the Employer against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	As per tender conditions.
79	Clause 7.2.1, page no. 59	7.2. Liquidated Damages 7.2.1. 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 Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Contract Value. 7.2.2. Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.20% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract Value shall 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.	We kindly request the authority to modify the clauses as below 7.2. Liquidated Damages 7.2.1. 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 direct damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% the Contract Value. 7.2.2. Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.20% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% 5% (ten five) per cent) of the Contract Value shall 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.	Please refer Addendum 6

S. No.	Reference Clauses	Existing Clause	Clarifications/modifications asked by bidders	UPMRC's Reply
80	Clause 9.4.2 Page no. 61	9.4. Arbitration 9.4.2 Sole Arbitrator shall be appointed by Managing Director, UPMRC, out of panel of Arbitrator maintained by Employer upon receiving notice from either party. Consultant shall choose one out of three Arbitrator as suggested by Employer.	We kindly request the authority to modify the clause 9.4.2 as below : 9.4. Arbitration 9.4.2 Sole Arbitrator shall be appointed by Managing Director, UPMRC, out of panel of Arbitrator maintained by Employer upon receiving notice from either party. Consultant shall choose one out of three Arbitrator as suggested by Employer. mutual consent of both the parties/ [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.]	As per tender conditions.
81		New Clause	We request the authority to incorporate following additional clauses in the tender document Neither party will be responsible for any amount with respect to loss of profit, data, or goodwill, or any other consequential, incidental, indirect, exemplary, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether the likelihood of such loss or damage was contemplated. Employer (and any others for whom Services are provided) may not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages more than the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Not agreed
82		New Clause	We request the authority to incorporate following additional clauses in the tender document: The Consultant may terminate this Agreement, or any Services, immediately upon written notice to Employer if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations	Not agreed
83		New Clause	We request the authority to incorporate following additional clauses in the tender document: Each party retains its rights in its pre-existing intellectual property. Any intellectual property developed by the Consultant, and any working papers compiled in connection with the Services (but not information provided by Employer contained in them), shall be the property of the Consultant.	Not agreed
84		New Clause	We request the authority to incorporate following additional clauses in the tender document Any information, advice, recommendations or other content of any reports, presentations, or other communications that the Consultant provide under this Agreement ("Consultancy Documents"), other than information provided by the Employer, are for Employer's internal use only including Employer's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Employer's organization.	Not agreed
85	Appendix-I, Form 14, page no. 90	Undertaking For Deployment Of Key-Professional	We understand that it is a milestone based project and the project team is not required to be full time stationed at Lucknow and shall be available basis the project requirement/discussions whereas Appendix-I, Form 14 has mentioned about deployment of Key Personnel . In view of the same, we request Authority to please clarify our understanding.	As per tender conditions. Deployment of Key professional at Lucknow shall not be mandatory for entire duration of consultancy contract . However, consultant shall ensure deployment of key personnels to meet the objectives of TOR.

Sr. No	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply																																																							
86	2.2.2 (A), Pg no 8	<p>Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR</p> <p>(ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more.</p> <p>OR</p> <p>(iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.</p>	<p>We Kindly request you to amend the following point for</p> <p>Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 6 Crores or more. OR</p> <p>(ii) Two "similar work(s)" ** each of value of Rs. 4 Crores or more.</p> <p>OR</p> <p>(iii) Three "similar work(s)" ** each of value of Rs. 3 Crores or more.</p> <p>OR</p> <p>a. A real estate transaction advisory project undertaken and having an estimated capital cost of at least ₹200 crores (Rupees two hundred crores) in case of a project in India, and \$25 million (USD Twenty - Five Million) for Government bodies, PSU's, Development Authorities or any other</p> <p>b. A real estate transaction advisory project undertaken and having land area of approx. 5 acres for Government bodies, PSU's, Development Authorities or any other government entity.</p> <p>c. A real estate transaction advisory project undertaken and having built – up area of approx. 5,00,000 sq. ft. for Government bodies, PSU's, Development Authorities or any other government</p> <p>Reality projects (such as residential townships, residential group housing, office buildings, retail space, industrial or warehouse space, and hotels) with assignment pertaining to transaction advisory. (the "Real Estate Project").</p>	Please refer Addendum 6																																																							
87	2.2.2 ©, Pg no 11	<p>Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below:</p> <table border="1"> <thead> <tr> <th>Key</th> <th>Educational</th> <th>Length of Professional Experience</th> </tr> </thead> <tbody> <tr> <td>Team Leader and Real Estate Expert</td> <td>Graduation with Master's Degree/ Diploma in Management/ Construction Management</td> <td>20 years</td> </tr> <tr> <td>Finance Expert</td> <td>Chartered Accountant / MBA in Finance</td> <td>15 years</td> </tr> <tr> <td>Urban Planner</td> <td>B Arch With Master's in Urban/ Transport/ Housing Planning</td> <td>15 years</td> </tr> <tr> <td>Marketing & Promotion Expert</td> <td>Master's in marketing management</td> <td>10 years</td> </tr> <tr> <td>Contracts Expert</td> <td>Graduation</td> <td>10 years</td> </tr> </tbody> </table>	Key	Educational	Length of Professional Experience	Team Leader and Real Estate Expert	Graduation with Master's Degree/ Diploma in Management/ Construction Management	20 years	Finance Expert	Chartered Accountant / MBA in Finance	15 years	Urban Planner	B Arch With Master's in Urban/ Transport/ Housing Planning	15 years	Marketing & Promotion Expert	Master's in marketing management	10 years	Contracts Expert	Graduation	10 years	<p>We Kindly request you to amend the following point for</p> <p>Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below:</p> <table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Educational Qualification</th> <th>Length of Professional Experience</th> </tr> </thead> <tbody> <tr> <td>Team Leader and Real Estate Expert</td> <td>Graduation with Master's Degree/ Diploma in Management/ Construction Management</td> <td>15 years</td> </tr> <tr> <td>Finance Expert</td> <td>Chartered Accountant / MBA in Finance</td> <td>10 years</td> </tr> <tr> <td>Urban Planner</td> <td>B Arch With Master's in Urban/ Transport/ Housing Planning</td> <td>10 years</td> </tr> <tr> <td>Marketing & Promotion Expert OR Transaction Expert</td> <td>Master's in Business Administration</td> <td>06 years</td> </tr> <tr> <td>Contracts Expert</td> <td>Graduation</td> <td>05 years</td> </tr> </tbody> </table>	Key Personnel	Educational Qualification	Length of Professional Experience	Team Leader and Real Estate Expert	Graduation with Master's Degree/ Diploma in Management/ Construction Management	15 years	Finance Expert	Chartered Accountant / MBA in Finance	10 years	Urban Planner	B Arch With Master's in Urban/ Transport/ Housing Planning	10 years	Marketing & Promotion Expert OR Transaction Expert	Master's in Business Administration	06 years	Contracts Expert	Graduation	05 years																				
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1a	Experience of Eligible Assignments	20	<table border="1"> <thead> <tr> <th>No. of Eligible Assignment</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3</td> </tr> <tr> <td>02 to 03</td> <td>9</td> </tr> <tr> <td>04 to 05</td> <td>15</td> </tr> <tr> <td>>5</td> <td>20</td> </tr> <tr> <td colspan="2">OR we suggest to give Each Eligible Assignment</td> <td>5 Marks</td> </tr> </tbody> </table>	No. of Eligible Assignment	Marks	1	3	02 to 03	9	04 to 05	15	>5	20	OR we suggest to give Each Eligible Assignment		5 Marks																																											
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OR we suggest to give Each Eligible Assignment		5 Marks																																																									

	Nigam		03 to 05	3	1c	Experience of Eligible Assignments for Central Govt/ State Govt./ CPSE/State PSU/ Authorities/ Nigam	8	No. of Eligible Assignment	Marks	
			06 to 08	5					0-1	1
			09 to 10	7					02 to 03	3
			>10	8					04 to 05	5
									06 to 08	7
2	Relevant Experience of the Key Personnel	40						>8	8	
2 (a)	Team Leader and Real Estate Expert	10	Relevant Work Experience – Max 4 marks	Marks	2	Relevant Experience of the Key Personnel	40			
			<20 Years	0	2 (a)	Team Leader and Real Estate Expert	10	Relevant Work Experience – Max 4 marks	Marks	
			20 – 25 Years	2					<10 Years	0
			25 - 30 Years	3					10 – 12 Years	2
			>30 Years	4					13 - 15 Years	3
									>15 Years	4
			No. of Eligible Assignments – Max 3 marks	Marks					No. of Eligible Assignments – Max 3 marks	Marks
			0 to 4	0					0-2	0
			5 to 7	1					03 to 4	1
			8 to 10	2					05 to 06	2
			>10	3					>6	3
			No. of Eligible Assignments executed for Central Govt/ State Govt. etc – Max 3 marks	Marks					No. of Eligible Assignments executed for Central Govt/ State Govt. etc – Max 3 marks	Marks
			0-1	0					0-1	0
			02 to 03	1					02 to 03	1
			04 to 05	2					04 to 05	2
			>5	3			>5	3		
2 (b)	Finance Expert	8	Relevant Work Experience – Max 2 marks	Marks	2 (b)	Finance Expert	8	Relevant Work Experience – Max 2 marks	Marks	
			<15 Years	0				<5 Years	0	
			15 – 20 Years	1			6 – 8 Years	1		
			>20 Years	2			>8 Years	2		
			No. of Eligible Assignments – Max 3 marks	Marks			No. of Eligible Assignments – Max 3 marks	Marks		
			0-4	0			0-3	0		
			05 to 07	2			04 to 06	2		
			8 and above	3			6 and above	3		
			No. of Eligible Assignments executed for Central Govt/ State Govt. etc – Max 3 marks	Marks			No. of Eligible Assignments	Marks		

Please refer Addendum 6

				0-1 02 to 03 04 to 05	0 2 3				executed for Central Govt/ State Govt. etc – Max 3 marks 0-1 02 to 03 04 to 05	0 2 3	
		Urban Planner		Relevant Work Experience – Max 4 marks <15 Years 15 – 20 Years >20 Years	0 2 4	2 (c)	Urban Planner	8	Relevant Work Experience – Max 4 marks <5 Years 6 – 8 Years >8 Years	0 2 4	
				No. of Eligible Assignments – Max 4 marks 0 to 2 03 to 04 05 to 08 >8	0 2 3 4				No. of Eligible Assignments – Max 4 marks 0 to 2 03 to 04 05 to 06 >6	0 2 3 4	
	2 (d)	Marketing & Promotion Expert	7	Relevant Work Experience – Max 3 marks <10 Years 10 - 15 Years >15 Years	0 2 3	2 (d)	Marketing & Promotion Expert We suggest to consider (Transaction Expert)	7	Relevant Work Experience – Max 3 marks <5 Years 6 – 8 Years >8 Years	0 2 3	
				No. of Eligible Assignments – Max 4 marks 0 to 2 03 to 05 06 to 10 >10	0 2 3 4				No. of Eligible Assignments – Max 4 marks 0-2 03 to 04 05 to 06 >6	0 2 3 4	
	2 (e)	Contracts Expert	7	Relevant Work Experience – Max 3 marks <10 Years 10 - 15 Years >15 Years	0 2 3	2 (e)	Contracts Expert	7	Relevant Work Experience – Max 3 marks <05 Years 6 - 07 Years >7 Years	0 2 3	
				No. of Eligible Assignments – Max 4 marks 0-2 03-May 06-Aug >8	0 2 3 4				No. of Eligible Assignments – Max 4 marks 0-2 03-Apr 05-Jul >7	0 2 3 4	
89	Schedule – 1B, pg no 35	Success Fees @ 1%	We Kindly request you to amend success fee @1% of land premium of each land parcel and to be paid by selected bidder upon issue of LoA.								As per tender conditions
90			We Kindly request you to Extend Bid submission date by 3 weeks								Please refer Addendum 5

Summary Sheet of ADDENDUM No -06 : Tender LKCG-01

Tender LKCG-01: Appointment of Strategic Consultant for Providing Consultancy Services for Investment Outreach, Investment Attraction, Bid Process Management and on boarding Developers/ Concessionaires for the Development of Commercial and Residential Establishment of Township at CG City Project of UPMRC, Lucknow, Uttar Pradesh.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 1.8 of LOI (Key Details) at Page 3	The instrument type for payment of tender security/ EMD shall be RTGS, NEFT & IMPS, Demand Draft, Bank Guarantee and Insurance Surety Bond. No other mode of payment will be accepted.	The instrument type for payment of tender security/ EMD shall be RTGS, NEFT & IMPS, Demand Draft, Bank Guarantee and Insurance Surety Bond . No other mode of payment will be accepted. <u>Tenderer already registered with MSME are exempted from submission of cost of Tender and Tender Security/ EMD.</u>	Annexure 1 of Addendum 6, Page No 03 R
2	Clause 2.2.2. (A) of ITT : Technical Capability at Page No 08	<p>To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p> <p>(A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR</p> <p>(ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR</p> <p>(iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.</p> <p>**The "similar work (s shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)."</p> <p>** "Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.</p>	<p>To be eligible for evaluation of its Technical Proposal under clause no 3.1 of ITT, the Applicant shall fulfil the following minimum eligibility criteria:</p> <p>(A) Technical Capacity: The tenderers will be qualified only if they have successfully completed or substantially completed** similar works* consultancy assignments* for commercialisation and monetization of land pocket(s) during last seven years ending last day of month previous to the Tender Publish date as given below:</p> <p>(i) At least One "similar work" ** of value of Rs. 9.6 Crores or more. OR 01 project involving land use planning with each project having (a) minimum land area of 10 Acre and/or (b) consultancy fee amounting to Rs 4.80 Crore. and (ii) Two "similar work(s)" ** each of value of Rs. 6.0 Crores or more. OR 01 project involving financial modelling with each project having (a) minimum land area of 10 Acre and/or (b) consultancy fee amounting to Rs 4.80 Crore. (iii) Three "similar work(s)" ** each of value of Rs. 4.8 Crores or more.</p> <p>**The "similar work (s shall be "consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s)." ** "Substantial" completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.</p> <p>* In case, the bidder submits the details of consultancy assignment involving land use planning and/Or financial modelling in single work, then such consultancy assignment shall also be eligible to meet the individual technical capacity criteria 2.2.2(A), (i) to (ii) . <u>Each member of JV/Consortium must have experience of having executed at least one consultancy assignment as mentioned in clause 2.2.2 (A) (i) Or (ii) above.</u></p>	Annexure 2 of Addendum 6 , Page No 08 R-10 R

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
3	Note of Clause 2.2.2. (A) of ITT : Technical Capability at Page No 08	<p>· If a Bid is submitted by a JV/Consortium, following shall be abide by its members:</p> <p>i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of contract.</p> <p>ii. Any change in percentage stake of JV/Consortium members without prior written approval of UPMRC shall be treated as Material Breach of Contract and Consultant's Event of Default entitling UPMRC to encash Security Deposit/Performance Security and or to terminate Agreement after 30 days' notice.</p> <p>iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during contract period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.</p> <p>iv. Minimum percentage stake of any member in JV/Consortium during contract period shall not be less than 26%.</p> <p>v. All members of such entity shall be jointly and severely liable for the performance of contract agreement.</p>	<p>· If a Bid is submitted by a JV/Consortium, following shall be abide by its members:</p> <p>i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51 % of the aggregate shareholding of the JV/Consortium during full tenure of contract. Deleted.</p> <p>ii. Any change in percentage stake of JV/Consortium members without prior written approval of UPMRC shall be treated as Material Breach of Contract and Consultant's Event of Default entitling UPMRC to encash Security Deposit/Performance Security and or to terminate Agreement after 30 days' notice.</p> <p>iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51 % during contract period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%. Deleted.</p> <p>iv. Minimum percentage stake of any member in JV/Consortium during contract period shall not be less than 26%.</p> <p>v. All members of such entity shall be jointly and severely liable for the performance of contract agreement.</p> <p><u>vi Maximum 03 members in JV/ Consortium shall be permitted.</u></p>	
4	Clause 2.2.2. (C) of ITT : Conditions of Eligibility for Key Personnel at Page No 10	-	<u>Revised conditions of Eligibility for Key Personnel is attached.</u>	
5	Clause 3.1 of ITT : Criteria for Evaluation of Technical Proposals at Page no.: 22	-	<u>Revised Criteria for Evaluation of Technical Proposals is attached.</u>	

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
6	Clause : 3.1.5 of ITT : Eligible Assignments at Page No 25	For the purposes of marking under Para 2.1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor for development of Commercial/ Residential development in urban environment with minimum professional fee of Rs 2 crore. (the "Eligible Assignments"):	For the purposes of marking under Para 2 3 .1.3, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the contractor consultant for development of Commercial/ Residential development in urban environment involving land use planning/ financial modelling having minimum land area of 2 Acre Or consultancy fee amounting to Rs 2.00 Crore with minimum professional fee of Rs 2 crore- (the "Eligible Assignments"):	Annexure 3 of Addendum 6 , Page No 21R-26 R
7	Clause : 3.4 of ITT : 3.4. Quality cum Cost Based Selection system (QCBS) at Page No 25	Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent).	Under QCBS selection, the technical proposals will be allotted weightage of 70 80 % (Seventy Eighty per cent) while the financial proposals will be allotted weightages of 30 20 % (Thirty Twenty per cent).	
8	Clause : 3.4 of ITT : 3.4. Quality cum Cost Based Selection system (QCBS) at Page No 26	As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as 70: 30 (Seventy: Thirty).	As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as 70: 30 (Seventy: Thirty) 80: 20 (Eighty : Twenty) .	
9	Clause 3.4.of Agreement : Liability of consultant at Page No 53,		<p><u>Clause 3.4.3 : The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligation under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the Services</u></p> <p><u>The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services here under.</u></p>	
10	Clause 3.5.of Agreement : Insurance to be taken out by consultant at Page No 53,	The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and 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's, as shall be specified in the RFP and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.	<u>Deleted</u>	Annexure 4 of Addendum 6, Page No 53 R

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
11	Clause 3.6 of Agreement : 3.6. Accounting, inspection and auditing at Page No 53,	<p>The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and</p> <p>(b) permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.</p>	<u>Deleted</u>	
12	Clause 7.2.2 of Agreement : Liquidated damages at Page No 59,	<p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.20% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract Value shall 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.</p>	<p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.20% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract Value shall 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.</p>	Annexure 5 of Addendum 6 , Page No 59 R
13	Schedule 3 (See Clause 2.3.3) Guidance Note on Conflict of Interest at Page No 68-69	-	<u>Deleted</u>	Annexure 6 of Addendum 6 , Page No 68 R-69 R
14	APPENDIX-I (Form-5) (Refer Clause 2.2.2) FINANCIAL DATA at Page No 80		<p><u>5. Foreign applicants, in whose country calendar year is also the financial year, shall submit all relevant data for the last 3 years i.e. 2019, 2020 and 2021.</u></p> <p><u>Revised Appendix I (Form 5) is attached.</u></p>	Annexure 7 of Addendum 6, Page No 80 R

1.4 Sale of RFP Document

RFP document can be downloaded from e-procurement portal of the Employer <https://etenders.gov.in/e procure/app>.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the last date of submission end date of tender.

1.6 Brief description of the Selection Process

The Employer has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted online on the e-procurement portal <https://etenders.gov.in/e procure/app>. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary.

1.7 Currency conversion rate and payment

1.7.1 The bidder shall give his priced offer in Indian Rupees (INR) only.

All payments to the Consultant shall be made in INR.

1.8 Key Details

Tender Security amount	INR 24 lakh The instrument type for payment of tender security/ EMD shall be RTGS, NEFT & IMPS, Demand Draft, Bank Guarantee <u>and Insurance Surety Bond</u> . No other mode of payment will be accepted. <u>Tenderer already registered with MSME are exempted from submission of Cost of Tender and Tender Security/ EMD.</u> (i) Payment of tender Security is to be made by RTGS, NEFT & IMPS. The details of bank account of UPMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. to be provided along with Tender Security) Name of the Bank - HDFC Bank Banks Address-HDFC Bank Ltd, Tekari
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2.2.2 To be eligible for evaluation of its **Technical Proposal under the clause no 3.1 of ITT**, the Applicant shall fulfil the following **minimum eligibility criteria**:

(A) **Technical Capacity**: The tenderers will be qualified only if they have successfully completed ~~or substantially completed~~ **similar works* consultancy assignments* for commercialisation and monetization of land pocket(s)** during last seven years ending last day of month previous to the Tender Publish date as given below:

- (i) ~~At least One “similar work” ** of value of Rs. 9.6 Crores or more OR~~
01 project involving land use planning with each project having (a) minimum land area of 10 Acre and/or (b) consultancy fee amounting to Rs 4.80 crore.
and
- (ii) ~~Two “similar work(s)” ** each of value of Rs. 6.0 Crores or more OR~~
01 project involving financial modelling with each project having (a) minimum land area of 10 Acre and/or (b) consultancy fee amounting to Rs 4.80 crore.
and

~~(iii) Three “similar work(s)” ** each of value of Rs. 4.8 Crores or more~~

~~“The “similar work(s) shall be “consultancy assignments involving land use planning, financial modelling, preparation of bid documents for commercialization/ monetization of land pocket(s).”~~

~~** “Substantial” completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Client Certificate for ‘substantial completion’ of project/work/asset should contain two parts. Part I shall contain ‘financial value of work done’ and part II shall contain ‘certificate of functional completion of project/work/asset’.~~

In case, the bidder submits the details of consultancy assignment involving land use planning and/ Or financial modelling in single work, then such consultancy assignment shall also be eligible to meet the individual technical capacity criteria 2.2.2(A), (i) to (ii). Each member of JV/Consortium must have experience of having executed at least one consultancy assignment as mentioned in clause 2.2.2(A) (i) Or (ii) above

NOTE:-

- The tenderer shall submit details of consultancy assignments executed by them to be considered for qualification of Pre-qualification criteria in the Form-7 & Form-7A of **Appendix-1**. Documentary proof such as Letter of Acceptance (LOA)/ Work Order/ Contract Document/ Completion certificates from client/ Certificate from CA clearly indicating the nature/scope of work, total fee/ actual completion cost and actual date of award and completion of such work. The offers submitted without documentary proof shall be liable to be rejected. In case the work is executed for private client, copy of work order, details of payment received certified by Chartered Accountant (C.A), Tax Deducted at Source (TDS shall be submitted.
- Value of successfully completed portion of any Substantially completed work up to last date of previous month of tender *Publish Date shall* be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to last date of previous month of tender Publish Date, price level assuming 7% per annum simple rate inflation for Indian Rupees every year and 2% for foreign currency portions per year. Selling rate of exchange rate at the close of business of the State Bank of India on the day twenty eighth days before the latest date of Tender Submittal shall be considered for calculating equivalent value in INR.

- In case, the qualifying work(s) were done by tenderer in JV/Consortium, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- If a Bid is submitted by a JV/Consortium, following shall be abide by its members:
 - i. ~~The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of contract. Deleted~~

- ii. Any change in percentage stake of JV/Consortium members without prior written approval of UPMRC shall be treated as Material Breach of Contract and Consultant's Event of Default entitling UPMRC to encash Security Deposit/Performance Security and or to terminate Agreement after 30 days' notice.
- iii. ~~It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during contract period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%. Deleted~~
- iv. Minimum percentage stake of any member in JV/Consortium during contract period shall not be less than 26%.
- v. All members of such entity shall be jointly and severally liable for the performance of contract agreement.
- vi. **Maximum 03 members in JV/Consortium shall be permitted.**

Financial Capacity: The tenderers will be qualified only if they have minimum financial capabilities as below:

- i) **T1 - Net Worth:** Net Worth of tenderer should be positive in last audited financial years.

In Case of JV/Consortium- Each member of the JV should have positive Net Worth in the last audited financial years.

- ii) **T2 - Annual Turnover:** Average Annual Financial Turnover from consultancy services of the bidders during the last three years ending 31st March of the previous financial year should be at least Rs. 3.6 Crores.

The average annual turnover of JV/Consortium will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member- 2 has = N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be = $(AM+BN)/100$

Notes :

- Financial data for latest last three audited financial years has to be submitted by the tenderer/ consultant in Form-5 of Appendix-I along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature and UDIN. In case audited balance sheet of the last financial year is not made available by the Tenderer, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than last year is not submitted, tender may be considered as non- responsive.
- Where the work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

(B) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub clause (C) below.

(C) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility as specified below:

Key Personnel	Minimum Educational Qualification	Total Length of Professional Experience	Experience on Eligible Assignments	Relevant Work Experience (For purpose of evaluation under clause 3.1 of RFP)
Team Leader and Real Estate Expert	Graduation with Masters Degree/ PG Diploma in Management/ Construction Management OR MBA	20 15 years	He/ she should have led teams for 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam	He/she should have relevant work experience of at least 03 years in consultancy assignments involving land use planning/ financial modelling for commercialisation and monetization of land pocket(s) in urban environment as Team Leader.
Finance Expert	Chartered Accountant OR Masters in Commerce	15 10 years	He/ she should have worked as finance/ PPP expert in 5 (five) Eligible Assignments, of which at least 2 (two) should be for Central Govt./ State Govt./CPSE/State PSU/Authorities/Nigam	He/she should have relevant work experience of at least 03 years in consultancy assignments involving land use planning/ financial modelling for commercialisation and monetization of land pocket(s) in urban environment as Finance Expert.
Urban Planner	B Arch with Master's M Arch / PG Diploma in Urban/ Transport/ Housing Planning	15 10 years	He/ she should have worked as member of a planning team for at least 3 (three) Eligible Assignments.	He/she should have relevant work experience of at least 03 years in consultancy assignments involving land use planning/ financial modelling for commercialisation and monetization of land pocket(s) in urban environment as Urban Planner.
Marketing & Promotion Expert	Master's/ PG Diploma in marketing management OR MBA	10 08 years	He/ she should have handled marketing and promotion activities for at least 3 (three) Eligible Assignments.	He/she should have relevant work experience of at least 02 years in consultancy assignments involving marketing and promotional activities for commercialisation and monetization of land pocket(s) in urban environment.
Contracts Expert	Graduation B Tech/ BE	10 08 years	He/ she should have prepared bid documents for at least 3 (three) Eligible Assignments.	He/she should have relevant work experience of at least 02 years in consultancy assignments involving preparation of bid documents for commercialisation and monetization of land pocket(s) in urban environment.

2.2.3 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a proprietor of the firm.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. The consultant/ tenderer should submit a self-declaration undertaking as per the format given in Form- 12 of Appendix-I.

2.2.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.3 Conflict of Interest in case of consultants

2.3.1 The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.

Subject to the provisions of Clause 2.22, all documents and other information provided by the Employer or submitted by an Applicant to the Employer shall remain or become the property of the Employer. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Employer will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Employer in relation to the Consultancy shall be the property of the Employer.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 The technical proposal of those bidders will be considered for evaluation who have satisfied the “Conditions of Eligibility of Applicants/ Pre-qualification criteria” as mentioned in Clause 2.2.

3.1.2 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan and the experience of Key Personnel etc. as below.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Criteria	Marks	Criteria		Revised Criteria	
1	Applicant Experience/ Profile	45 30				
1 (a)	Experience of Eligible Assignments	20 10	No. of Eligible Assignments	Marks	No. of Eligible Assignments	Marks
			0-3	3	<3	0
			4-6	9	3-4	6
			7-8	15	5-6	8
			>8	20	>6	10
			3.1.4			
1 (b)	Professional fees earned (Average Annual turnover of 3 financial years preceding the PDD)	10 5	Average Annual Turnover (last 3 financial years)	Marks	Average Annual Turnover (last 3 financial years)	Marks
			< Rs 50 crores	2	< Rs 3.6 crores	0
			Rs 50-100 crores	7	Rs 3.6-12 crores	3
			> Rs 100 crores	10	> Rs 12 crores	5
1 (c)	Experience of Eligible Assignments for Central Govt/ State Govt./ CPSE/State PSU/ <u>Govt Authorities/ Nigam /Govt Companies</u>	8 5	No. of Eligible Assignments	Marks	No. of Eligible Assignments	Marks
			0-2	1	<1	0
			3-5	3	1-2	2
			6-8	5	3-4	3
			9-10	7	5-6	4
			3.1.5			
			>10	8	>6	5
1 (d)	No of years of operation in India	7 5	Experience of Operating in India	Marks	Experience of Operating in India	Marks
			<5	1	<3 years	0
			5-10	3	3 to 5 years	2
			>10 to 15 years	5	>5 to 7 years	3
			>15 years	7	>7 to 10 years	4
					>10 years	5
2	Relevant Experience of the Key Personnel	40				

2 (a)	Team Leader and Real Estate Expert	10	Relevant Work Experience— Max 4 marks	Mark s	Work Experience – Max 5 marks	Marks			
			< 20 years	0	< 15 years	0			
			>=20 years to <= 25 years	2	15 to 18 years	3			
			>25 – 30 years	3	>18-20 years	4			
			> 30 years	4	> 20 years	5			
			No. of Eligible Assignments— Max 3 marks	Ma rks	*Relevant work experience- Max 5 marks	Marks			
			0 – 4	0	<3 years	0			
			5 – 7	1	3 to 5 years	3			
			8 – 10	2	>5 to 7 years	4			
			> 10	3	>7 years	5			
			No. of Eligible Assignments executed for Central Govt./ State Govt./ CPSE/State PSU/ Authorities/ Nigam— Max 3 marks	Ma rks	=	=			
			0 – 1	0	=	=			
			2 – 3	1	=	=			
			4 – 5	2	=	=			
>5	3	=	=						
2 (b)	Finance Expert	8	Relevant Work Experience— Max 2 marks	Ma rks	Work Experience – Max 4 marks	Marks			
			< 15 years	0	< 10 years	0			
			15 – 20 years	1	10 to 15 years	2			
			> 20 years	2	> 15 years	4			
			No. of Eligible Assignments— Max 3 marks	Ma rks	*Relevant work experience Max 4 marks	Marks			
			0 – 4	0	<3 years	0			
			5 – 7	2	3 to 5 years	2			
			8 and above	3	> 5 years	4			
			No. of Eligible Assignments executed for Central Govt./ State Govt./ CPSE/State PSU/ Authorities/ Nigam— Max 3 marks	M arks	=	=			
			0 – 1	0	=	=			
			2 – 3	2	=	=			
			4 – 5	3	=	=			
			2 (c)	Urban Planner	8	Relevant work experience— Max 4 marks	Ma rks	Work Experience – Max 4 marks	Marks
						< 15 years	0	< 10 years	0
15 – 20 years	2	10 to 15 years				2			
> 20 years	4	> 15 years				4			

			No. of Eligible Assignments—Max 4 marks 0-2 3-4 5-8 >8	Ma rks 0 2 3 4	*Relevant work experience—Max 4 marks < 3 years 3 to 5 years >5 years =	Marks 0 2 4 =
2 (d)	Marketing & Promotion Expert	7	Relevant work experience—Max 3 marks < 10 years 10-15 years > 15 years No. of Eligible Assignments—Max 4 marks 0-2 3-5 6-10 > 10	Mark s 0 2 3 4	Work experience – Max 3 marks < 8 years 8 to10 years >10 years *Relevant work experience—Max 3 marks <2 years 2 to 4 years >4 years =	Marks 0 2 4 =
2 (e)	Contracts Expert	7	Relevant Work Experience—Max 3 marks < 10 years 10-15 years > 15 years No. of Eligible Assignments—Max 4 marks 0-2 3-5 6-8 >8	Ma rks 0 2 3 4	Relevant Work Experience – Max 4 marks < 8 years 8 to 10 years > 10 years *Relevant work experience – Max 3 marks <2 years 2 to 4 years >4 years =	Marks 0 2 4 =
3	Presentation & Submission on Planning & Methodology (The consultant shall submit Planning, Approach & Methodology along with their offer. Date of Presentation shall be communicated separately) # Please refer note 2 mentioned below.	10 25	<ul style="list-style-type: none"> • Bidder's understanding of the ToR—2 marks max. • Global best practices for land monetization—2 marks max. • Bidder's access to databases—2 marks max. • Investor connects—2 marks max. • Proprietary tools—1 marks max. • Staffing and work plan schedule—1 marks max. 	Marks 0 20 25 28 30	Bidder shall submit presentation & submission on planning approach & methodology. Maximum marks shall be as per following grade:- Below Average Average Good Very Good Excellent	Marks 0 20 25 28 30
4	Presentation on Submission of case studies \$ Please refer note 3 mentioned below.	5	Bidders will be required to make 1 hour presentation on atleast 02 case studies best suited to scope of this consultancy contract.	Marks	Bidders shall submit 02 case studies best suited to scope of this consultancy contract. Maximum marks for each case study shall	Marks

				<u>be as per following grade:-</u>	
				<u>Below Average</u>	<u>0</u>
				<u>Average</u>	<u>1</u>
				<u>Good</u>	<u>1.5</u>
				<u>Very Good</u>	<u>2</u>
				<u>Excellent</u>	<u>2.5</u>
Grand Total		100			

Note :-

1. * Relevant work experience

Please refer clause 2.2.2 (C) for Relevant Work Experience.

2. # Presentation & Submission on Planning Approach & Methodology

The Consultant's submission shall be evaluated and one of the following grades will be given:

Below Average - The Consultant misunderstands the requirement indicated in TOR and important aspects of the scope of consulting services. Hence discussion about the important issues, approach and methodology are inappropriate.

Average - The consultant does not have a proper understanding of TOR and the issues are not appropriately discussed. The approach and methodology do not have consistency and are inappropriately or poorly presented.

Good - The consultant understands the requirement indicated in TOR. The approach and methodology to solve the issues are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the assignment.

Very Good- The consultant properly understands the current situation and the main issues of the project. The approach and methodology to solve the issues are discussed in detail.

Excellent - The consultant properly understands the current situation, draws attention to all main issues related to the assignment and raises other important issues that have not been considered in TOR. The proposal details ways to solve all issues by using state-of-the art and innovative approach and methodology.

3. § Submission of case studies

The Consultant's submission shall be evaluated and one of the following grades will be given:-

Below Average - There are major inconsistencies between the requirement in TOR and case study.

Average- Some activities required in TOR are omitted in their case study or timing and duration are not appropriate. There are minor inconsistencies between timing, assignment output, proposed approach and methodology.

Good - The case study fits TOR and all required activities are indicated in the activity schedule, but they are not detailed.

Very Good - The case study fits TOR well. The timing and duration of all activities is appropriate and consistent with the assignment output, and the interrelation between various activities is realistic and consistent with the proposed approach and methodology in TOR.

Excellent - In addition to the requirements stated above under "Very Good", the case study raises other important issues that have not been covered in TOR.

3.1.4 Only those Applicants whose Technical Proposals score 70 marks or more out of 100 marks shall be considered for further evaluation. Bids not qualifying the above criteria shall be summarily rejected and their financial bids shall not be opened. The bidders will be ranked as per score achieved by them in Technical Evaluation, from highest to the lowest technical score. The total technical score awarded to the bid shall be termed as 'T'.

3.1.5 Eligible Assignments

For the purposes of marking under Para ~~23.1.3~~, "Eligible assignment" shall mean advisory/ consultancy assignments undertaken by the ~~contractor~~ **consultant** for development of Commercial/ Residential development in urban environment **involving land use planning/financial modelling having minimum land area of 2 Acre Or consultancy fee amounting to Rs 2.00 Crore with minimum professional fee of Rs 2 crore.** (the "Eligible Assignments"):

3.2 Short-listing of Applicants

The Applicants whose Technical Proposals score 70 marks or more out of 100 shall be short-listed for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial bids of the technically qualified bidders shall be opened and final (combined) evaluation will be carried out as per Quality cum Cost Based Selection system (QCBS). For financial evaluation, the lump sum cost quoted in "Schedule- A" of BOQ will be considered.

3.4 Quality cum Cost Based Selection system (QCBS)

Under QCBS selection, the technical proposals will be allotted weightage of ~~70~~ **80%** (~~Seventy~~ **Eighty** per cent) while the financial proposals will be allotted weightages of ~~30~~ **20%** (~~Thirty~~ **Twenty** per cent). Proposal with the lowest cost shall be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most

Advantageous Bid.

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bids was kept as ~~70:30 (Seventy: Thirty)~~ **80:20 (Eighty: Twenty)** In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded (T) the following marks as under:

A: 75 Marks
B: 80 Marks
C: 90 Marks

The minimum technical qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula $T*100/T_{high}$, the following technical points are awarded by the evaluation committee:

A: $75*100/90 = 83.33$ points
B: $80*100/90 = 88.88$ points
C: $90*100/90 = 100$ points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.
B: Rs.100.
C: Rs.110.

Using the formula $C_{low}*100/C$, the committee gave them the following points for financial proposals:

A: $100*100/120 = 83.33$ points
B: $100*100/100 = 100$ points
C: $100*100/110 = 91.91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: 83.33×0.30 ~~0.20~~ + 83.33×0.70 ~~0.80~~ = ~~83.33~~ **83.33** points.
Proposal B: 100×0.30 ~~0.20~~ + 88.88×0.70 ~~0.80~~ = ~~92.3~~ **91.104** points
Proposal C: 91.91×0.30 ~~0.20~~ + 100×0.70 ~~0.80~~ = ~~97.3~~ **98.38** points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: ~~83.33~~ **83.33** points: H-3
Proposal B: ~~92.3~~ **91.104** points: H-2
Proposal C: ~~97.3~~ **98.38** points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

- 3.4.1 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Employer, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligation under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the Services

The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services here under.

3.5 Insurance to be taken out by Consultant

~~The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and 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's, as shall be specified in the RFP and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.~~

3.6 Accounting, inspection and auditing

~~The Consultant shall:~~

- ~~(a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and~~
- ~~(b) permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer~~

3.7 Consultant's actions requiring the Employer's prior approval

7.2.1 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 Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Contract Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to ~~0.20% (zero point two per cent) of the Contract Value per day, subject to a maximum of~~ 10% (ten per cent) of the Contract Value shall 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.

7.2.3 Encashment and appropriation of Performance Security

The Employer shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, 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 Employer, other penal action including debarment for a specified period may also be initiated as per policy of the Employer.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

SCHEDULE-3
(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. ~~This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.~~
2. ~~Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.~~
3. ~~Conflict of interest may arise between the Employer and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:~~
 - (a) ~~Authority and consultants:~~
 - (i) ~~Potential consultant should not be privy to information from the Employer which is not available to others.~~
 - (ii) ~~(ii) Potential consultant should not have defined the project when earlier working for the Employer.~~
 - (iii) ~~Potential consultant should not have recently worked for the Employer overseeing the project.~~
 - (b) ~~Consultants and concessionaires/contractors:~~
 - (i) ~~No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.~~
 - (ii) ~~No consultant should be involved in owning or operating entities resulting from the project.~~
 - (iii) ~~No consultant should bid for works arising from the project.~~

~~The participation of companies that may be involved as investors or consumers and officials of the Employer who have current or recent connections to the companies involved, therefore, needs to be avoided.~~
4. ~~The normal way to identify conflicts of interest is through self declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Employer. All conflicts must be declared as and when the consultants become aware of them.~~

- ~~5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Employer.~~
- ~~6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.~~
- ~~7. Another form of conflict of interest called “scope creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Employer but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.~~
- ~~8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Employer at the earliest. Officials of the Employer involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.~~

Deleted

APPENDIX-I (Form-5)

(Refer Clause 2.2.2)

FINANCIAL DATA

Applicant's legal name

Date

(Each applicant or a member of JV shall fill this form separately.)

S.N	Description	Financial Data for Latest Last 3 Years (Lacs)		
		2019-2020	2020-2021	2021-2022
1.	Total Assets			
2.	Current Assets			
3.	Total Liabilities			
4.	Current Liabilities			
5.	Annual Profits Before Taxes			
6.	Profits After Taxes			
7.	Net Worth [= 1 - 3]			
8.	Working Capital [=2 - 4]			
9	Annual Turnover (from consultancy services)			
10	Gross Annual Turnover			

Attach copies of Audited Balance Sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or parent company.
2. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal and stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
3. Historic financial statements must be complete , including all notes related to financial statements.
4. The above appendix shall be certified by Chartered Accountant/ Company Auditor under his signature, stamp and membership number and UDIN.
5. **Foreign applicants, in whose country calendar year is also the financial year shall submit all relevant data for the last 3 years i.e. 2019, 2020 and 2021.**