

CORRIGENDUM-V

Ref. Tender Notice No.: SMP/KDS/LND/66-2020

Dt. 02.11.2020

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

SL NO	REF. CLAUSE / PAGE NO.	In Place of	To be Read as												
1	Page : 6 Clause : 2.2	Bid Documents can be downloaded from the e Tender portal during the period specified in this document by making online requisition. Demand Draft /Pay Order/Banker's Cheque of Rupees 5900 + GST drawn in favour of the Estate Manager Syama Prasad Mookerjee Port, Kolkata towards the cost of Bid Document, shall be submitted at the time of submission of Bids. The scanned copies towards the cost of the Bid documents, in the manner indicated above, shall be attached with the e-Tender, without fail.	<p>Bid Documents can be downloaded from the e Tender portal during the period specified in this document by making online requisition. Demand Draft /Pay Order/Banker's Cheque/Online payment of Rupees 5900 + GST drawn in favour of the Estate Manager Syama Prasad Mookerjee Port, Kolkata towards the cost of Bid Document, shall be submitted at the time of submission of Bids. The scanned copies towards the cost of the Bid documents, in the manner indicated above, shall be attached with the e-Tender, without fail.</p> <p style="text-align: center;">Bank Details of Syama Prasad Mookerjee Port, Kolkata</p> <table border="1"> <tr> <td>Name of the Bank</td> <td>Indian Overseas Bank</td> </tr> <tr> <td>Bank Account No.</td> <td>22700200000018</td> </tr> <tr> <td>Type of Account (current / SB / OD)</td> <td>Current A/c</td> </tr> <tr> <td>Address of the Branch</td> <td>KPT ,Fairlie Place Branch, Kolkata-700001</td> </tr> <tr> <td>IFSC CODE</td> <td>IOBA0002270</td> </tr> <tr> <td>MICR CODE</td> <td>700020072</td> </tr> </table>	Name of the Bank	Indian Overseas Bank	Bank Account No.	22700200000018	Type of Account (current / SB / OD)	Current A/c	Address of the Branch	KPT ,Fairlie Place Branch, Kolkata-700001	IFSC CODE	IOBA0002270	MICR CODE	700020072
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2	Page : 6 Clause : 2.4	In the next stage, a financial evaluation will be carried out as specified in Clause 3.1.7. QCBS procedure shall be adopted with 70% weightage to Technical Evaluation and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.1.9. The first ranked bidder shall be selected for negotiation (the "Selected Bidder") while the second and third ranked Bidder will be kept in reserve. The number of short listed consultants should not be less than three.	In the next stage, a financial evaluation will be carried out as specified in Clause 3.1.7. QCBS procedure shall be adopted with 80% weightage to Technical Evaluation and 20% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.1.9. The first ranked bidder shall be selected for negotiation (the "Selected Bidder") while the second and third ranked Bidder will be kept in reserve. The number of short listed consultants should not be less than three.												
3	Page : 23 Clause : 3.1.9	<p>The score (Pe) for Technical Proposal would be the Arithmetic Sum of the marks out of 100 marks, (i.e. Summation of marks obtained in Section A, B and C of the clause 3.1.6.1above) obtained by the bidder in the Technical Evaluation.</p> <p>The Financial Proposal shall be given scores as follows: $Pf = 100 \times \frac{\text{Financial Proposal of Lowest bidder}}{\text{Financial Proposal of the bidder under consideration}}$</p> <p>The composite score shall be computed as follows: $\text{Composite Score (S)} = (\text{Pe} \times 0.7) + (\text{Pf} \times 0.3)$</p> <p>The bidder obtaining the highest Composite Score would be declared as the successful bidder. Two more bidders having next ranking score shall also be kept in waiting.</p> <p>In case two bidders get equal Composite Score, the bidder offering the lowest Financial quote shall be selected.</p>	<p>The score (Pe) for Technical Proposal would be the Arithmetic Sum of the marks out of 100 marks, (i.e. Summation of marks obtained in Section A, B and C of the clause 3.1.6.1above) obtained by the bidder in the Technical Evaluation.</p> <p>The Financial Proposal shall be given scores as follows: $Pf = 100 \times \frac{\text{Financial Proposal of Lowest bidder}}{\text{Financial Proposal of the bidder under consideration}}$</p> <p>The composite score shall be computed as follows: $\text{Composite Score (S)} = (\text{Pe} \times 0.8) + (\text{Pf} \times 0.2)$</p> <p>The bidder obtaining the highest Composite Score would be declared as the successful bidder. Two more bidders having next ranking score shall also be kept in waiting.</p> <p>In case two bidders get equal Composite Score, the bidder offering the lowest Financial quote shall be selected.</p>												

4	Page : 23 Clause : 3.1.8	QCBS procedure shall be adopted with 70% weightage to Technical and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9 below.	QCBS procedure shall be adopted with 80% weightage to Technical and 20% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9 below.																																																
5	Page : 8 & 9	<p>The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:</p> <table border="1" data-bbox="424 342 1540 1999"> <thead> <tr> <th data-bbox="424 342 700 373">Key Personnel</th> <th data-bbox="700 342 1101 373">Responsibilities</th> <th data-bbox="1101 342 1540 373">Qualification Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 373 700 915">Urban Planner cum Team Leader</td> <td data-bbox="700 373 1101 915">He shall be responsible to lead, coordinate and supervise the Consultancy Team for delivering the assignment in a timely manner as envisaged in this RFP. He will develop the concept master plan of all estate of Kolkata port excluding Custom bonded area and Detailed planning with Infrastructure design and DPR of the Township redevelopment area. 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Architect & Urban Designer	He shall be responsible for detail urban design of the overall townships, public spaces, streetscapes, and other aspects of the project	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' experience with experience of designing an area of minimum 50 ha(123.55 acre).
Transportation Planner	He shall be responsible for planning and designing the transportation network, circulation etc. within the Project including Road designs, its geometry, Parking, road sections etc.	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.
Regulatory, Legal and PPP Expert	He shall be responsible for identification, formulation and implementation of PPP projects,	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.
Social Development & R&R Expert	He shall be responsible to analyse the social impacts of the proposed planning interventions and prepare detailed strategy for Relocation and Resettlement of project impacted subjects.	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.
Real Estate Expert	He shall be responsible for preparing Marketing strategy, Business Plan, Marketing Policy, advertisement campaign and all the related documents.	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).

Note :

i. In addition to above, the consultant shall deploy all the necessary staff such as Cost & Estimation Engineer, GIS Expert, Procurement specialist, Revenue data expert (retired Revenue officer), Site Supervisors, Architect, Urban Planners, Legal expert, Social

(International)	spaces, streetscapes, and other aspects of the project	15 years' international experience of designing an area of minimum 100 ha (247.10 acre) outside India.
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Note :

i. In addition to above, the consultant shall deploy all the necessary staff such as Cost & Estimation Engineer, GIS Expert, Revenue data expert (retired Revenue officer), Site Supervisors, Architect, Urban Planners, Legal expert, Social Development Expert, Technical assistant etc. required to complete the task as per the scope of work.

ii. In addition to above the team mentioned in para 3 below shall be placed in the office of SMP, Kolkata till completion of project free of cost. SMP, Kolkata shall provide required office space for the staff. An independent electric connection will be given to the office space, for which the consultant shall pay the monthly electricity charges. The furniture, computer and other hardware along, software and consumables shall be provided by the consultant at his cost. The team may be supported with all the logistic support by consultant.

iii. The team leader proposed must be a permanent full-time employee of the firm or of the consortium/JV. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.

iv. The entire team of expert has to be present at SMP, Kolkata office for Project review meeting on the 3rd Monday of every month. Time of the meeting shall be fixed later upon discussion with the consultant.

v. Exclusive team to be deployed at site during the Design planning and periodic supervision.

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Page : 10
Clause : 2.8

SL NO	DESIGNATION	PRESENCE AT SMP, KOLKATA OFFICE
1	Urban Planner-cum-Team Leader. In the absence of the Team Leader senior Graduate Architect with Post Graduate in Urban Planning with Minimum 20 years of experience should be available	For the entire period of consultancy.
2	Resident Civil Engineer as site supervisor only during periodic supervision with Graduate in civil engineering with minimum experience of 15 years of execution of work	The presence is required from the stage of Infrastructure design to Completion of the Project
3	Architect-Urban Planner cum onsite Project Manager with minimum experience of 10 years of execution of work	For the entire period of consultancy.
4	Procurement Specialist having 10 years of experience in government consultancy procurement	The presence is required during the Preparation of tender document to Award of Contracts
5	PPP Expert & Real Estate Expert for project monetisation & Transaction Advisory with minimum 15 years' experience.	The presence is required from the stage of Detailed Master plan of Redevelopment to Completion of the Project
6	Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry	For the entire period of consultancy.

SL NO	DESIGNATION	PRESENCE AT SMP, KOLKATA OFFICE
1	Program cum Strategic Management Expert with Bachelors in Architecture/Planning/Civil Engineering & Post Graduate in Project Management or Urban Planning or equivalent having 15 years experience in at least one large scale infrastructure projects with project cost of at least Rs 500 Crore for Government clients in India or abroad in transaction advisory involving project marketing, review or preparation of detailed project reports, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation in last 10 years and Projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of detailed project reports, preparation of project revenue models, transaction advisory, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore and should have successfully completed the assignment within last 10 years	From T+19 to T+60 months
2	Resident Civil Engineer as site supervisor only during periodic supervision with Graduate in civil engineering with minimum experience of 15 years of execution of work	From T+19 to T+60 months
3	Architect cum Urban Planner with Bachelors in	From T+19 to T+60 months

			<table border="1"> <tr> <td data-bbox="1567 90 1676 310"></td> <td data-bbox="1676 90 2291 310">Architecture and Post Graduate in Urban Planning/City Planning with Minimum 10 years of overall experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/DPR preparation/Smart city plan</td> <td data-bbox="2291 90 2884 310"></td> </tr> <tr> <td data-bbox="1567 310 1676 569">4</td> <td data-bbox="1676 310 2291 569">Procurement Specialist will have Degree in Engineering/ Management/ law / Business Administration or Equivalent having 10 years experience in the area of public procurement, construction contract procurement/management in large infrastructure projects of Government bodies. Knowledge of state purchase Manual is desirable.</td> <td data-bbox="2291 310 2884 569">From T+19 to T+60 months</td> </tr> <tr> <td data-bbox="1567 569 1676 667">5</td> <td data-bbox="1676 569 2291 667">Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry</td> <td data-bbox="2291 569 2884 667">For the entire period of consultancy.</td> </tr> </table>		Architecture and Post Graduate in Urban Planning/City Planning with Minimum 10 years of overall experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/DPR preparation/Smart city plan		4	Procurement Specialist will have Degree in Engineering/ Management/ law / Business Administration or Equivalent having 10 years experience in the area of public procurement, construction contract procurement/management in large infrastructure projects of Government bodies. Knowledge of state purchase Manual is desirable.	From T+19 to T+60 months	5	Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry	For the entire period of consultancy.
	Architecture and Post Graduate in Urban Planning/City Planning with Minimum 10 years of overall experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/DPR preparation/Smart city plan											
4	Procurement Specialist will have Degree in Engineering/ Management/ law / Business Administration or Equivalent having 10 years experience in the area of public procurement, construction contract procurement/management in large infrastructure projects of Government bodies. Knowledge of state purchase Manual is desirable.	From T+19 to T+60 months										
5	Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry	For the entire period of consultancy.										
7	Page : 10 Clause : 2.8.1	<p>The SMP, Kolkata will not normally consider any request of the Selected Consultant for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SMP, Kolkata. Decision of SMP, Kolkata in this regard will be final.</p> <p>The SMP, Kolkata expects all the Key Personnel to be available during implementation of the Agreement. As a condition to substitution, a lump sum Rs. 100000/-plus GST for the original every substituted Key Personnel shall be deducted from the payments due to the Consultant.</p>	<p>The SMP, Kolkata will not normally consider any request of the Selected Consultant for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SMP, Kolkata. Decision of SMP, Kolkata in this regard will be final.</p> <p>Substitution on of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted without any penalty but in case of a second substitution, such reduction shall be equal to 10% of the total remuneration specified for the key personnel who is proposed to be submitted and for third substitution reduction shall be equal to 20% of the total remuneration specified for the key personnel.</p> <p>The Authority will not consider any substitution of Team Leader at Master Planning stage i.e. till T+12 months, However under unforeseen condition Team Leader proposed may only be changed during Project implementation phase.</p>									
8	Page : 11 Clause : 2.10 (i)	<p>To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:</p> <p>(i) Bidder: The bidder shall be</p> <ol style="list-style-type: none"> Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in Urban Planning & Architecture, Engineering and Regulatory/PPP expertise. To have planned, designed and implemented major waterfront projects and/or Master Plan and/or Smart city Plan and/or Infrastructure Planexperiences of metropolitan scale. Establishment in India for at least 3 years i.e prior to 2.11.2020. Indian company can have a consortium /JV with International consultants. <p>Note: 1. In case of consortium, the experience of any consortium member can be considered for the eligibility criteria mentioned in 2 (i) b and c.</p>	<p>To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:</p> <p>(i) Bidder: The bidder shall be</p> <ol style="list-style-type: none"> Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in either Urban Planning & Architecture, Engineering or management consultancy with Regulatory/PPP expertise/ port-based land commercialization. Establishment in India for at least 3 years i.e prior to 2.11.2020. Indian company can have a consortium /JV with International consultants. <p>Note: 1. In case of consortium, the experience of any consortium member can be considered for the eligibility criteria mentioned in 2 (i) b and c.</p>									

9	Page : 11 Clause : 2.10 (ii)	<p>(ii) Financial criteria: The bidder should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of Minimum Rs. 25 Crores (Rs 250 Million). In case of consortium, the gross turnover of all consortium members shall be considered provided it is certified by the concerned chartered accountant of the consortium members.</p>	<p>The Bidder or the Consortium should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.100 Crores (Rs 1000 Million) where in case of consortium the Lead member should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.50 Crores (Rs 500 Million) and that of each of the other consortium members should be minimum Rs 10 Crores (Rs 100 Million). The document proof is to be certified by the concerned chartered accountant of the consortium members.</p>										
10	Page : 11 Clause : 2.10 (iii)	<p>(iii) Technical Eligibility Criteria:</p> <p>(a) The bidder or in case of the consortium, the Lead member should have prepared a Master Plan/Development Plan of minimum urban area of 3300 acre during last 10 years i.e. from 2.11.2020 till Proposal Due Date and</p> <p>(b) The bidder or in case of the consortium, the lead member should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5Kmduring last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front</p> <p>(c) The bidder should have prepared DPR and transacted (award of work) atleast 5 projects on Water supply/Sewerage & Drainage/SWM/ and 2 DPRs on Road & Transport each of minimum of Rs. 200 Crores (Rs.2000 million) and Rs 100 Crores (Rs 1000 million) respectively during last 7 years i.e. from 2.11.2013 till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>(d) The bidder should have marketed one project of minimum investment of Rs.500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed " means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.</p>	<p>(a) The bidder should have prepared one project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any shall be considered. Experience of successfully completed smart city projects will fetch more marks.</p> <p>(b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 2 Km during last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.</p> <p>(c) The bidder should have prepared DPR and transacted (award of work) atleast 3 projects on Water supply/Sewerage & Drainage/SWM/ and 1 DPR on Road & Transport each of minimum of Rs. 200 Crores (Rs.2000 million) and Rs 100 Crores (Rs 1000 million) respectively during last 7 years i.e. from 2.11.2013 till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>(d) The bidder should have marketed one project of minimum investment of Rs.500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed " means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.</p>										
11	Page : 12 Clause : 2.10 (vii)	<p>c) The bidder or its Associate in India or abroad should have, during the last ten years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.</p>	<p>The bidder or its Associate in India or abroad should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.</p>										
12	Page : 14 Clause : 2.20	<p>The bidders shall be required to deposit INR 21.8 Lakhs 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Nationalized bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee (BG). In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD/BG format is given in GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.</p>	<p>The bidders shall be required to deposit INR 21.8 Lakhs 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically or Online. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata or Online and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Nationalized bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee (BG). In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD/BG format is given in GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The bank details of Syama Prasad Mookherjee Port for online payment is as follows:</p> <table border="1" data-bbox="1650 1654 2801 1978"> <tr> <td>Name of the Bank</td> <td>Indian Overseas Bank</td> </tr> <tr> <td>Bank Account No.</td> <td>227002000000018</td> </tr> <tr> <td>Type of Account (current / SB / OD)</td> <td>Current A/c</td> </tr> <tr> <td>Address of the Branch</td> <td>KPT ,Fairlie Place Branch, Kolkata-700001</td> </tr> <tr> <td>IFSC CODE</td> <td>IOBA0002270</td> </tr> </table>	Name of the Bank	Indian Overseas Bank	Bank Account No.	227002000000018	Type of Account (current / SB / OD)	Current A/c	Address of the Branch	KPT ,Fairlie Place Branch, Kolkata-700001	IFSC CODE	IOBA0002270
Name of the Bank	Indian Overseas Bank												
Bank Account No.	227002000000018												
Type of Account (current / SB / OD)	Current A/c												
Address of the Branch	KPT ,Fairlie Place Branch, Kolkata-700001												
IFSC CODE	IOBA0002270												

MICR CODE

700020072

13

Page : 21
Clause : 3.1

Sr. No.	Particulars	Maximum Marks	Criteria
Section A : Bidders relevant experience- will consist of the following :		35 (Total)	
1	The Lead Member should have prepared A. Master Plan/Development Plan of an area of 3300 Acre.	10	For one project, 5 marks will be awarded. For every additional similar project or additional 3300 acre area, an additional 1 mark will be awarded for every additional project of 1500 acre with a cap of maximum of 10 marks.
	B. Mixed use waterfront development of 350 acre and 5km stretch	8	For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 8 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 350 acre or more & min waterfront 5 Km – 3 marks (b) Two projects of 350 acre or more & min waterfront 5 Km each – 3 +1 Marks (c) One project of 700 acre or more & min waterfront 10 Km – 3 +1 marks (d) Two projects of 700 acre or more & min waterfront 10 Km each – 3+3 Marks And so on
2	Bidder should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 5 projects of minimum of Rs. 200 Crores (Rs 2000 million) each	5	For 5 DPRs, 2marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks
3	Bidder should have prepared DPR on comprehensive Traffic and Transportation study one project of minimum of Rs. 100Crores (Rs1000 million)	3	For one project, 2 marks will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 3marks.
4	Bidder should have marketed one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000 million)	5	For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.

Sr. No.	Particulars	MaxMarks	Criteria
Section A : Bidders relevant experience- will consist of the following :		40(Total)	
1A	The Bidder or the Consortium should have prepared project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres	10	For one project, 5 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 10 marks.
1B	The Bidder or the Consortium should have prepared Smart city plans in India or abroad	5	For one project, 3 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.
2	The Bidder or the Consortium Should have international experience of a water front development project with mixed land use with minimum 100 acre area and have min 2 km water front	6	For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 6 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 100 acre or more &min waterfront 2 Km – 3 marks (b) Two projects of 100 acre or more &min waterfront 2 Km each – 3 +1 Marks (c) One project of 200 acre or more &min waterfront 4 Km – 3 +1 marks (d) Two projects of 200 acre or more &min waterfront 4 Km each – 3+3 Marks
3	Bidder or the Consortium should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	3	For 3+1 DPRs, 2 marks will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 3 marks Eg. Explanatory Examples: (a) 3 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each+ 1 DPR on Traffic and Transportation of 100 cr– 2 marks (b) 4 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 2 DPR on Traffic and Transportation of 100 cr– 2+0.5 marks (c) 5 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 3 DPR on Traffic and Transportation of 100 cr– 2+1 marks
4	Bidder should have assisted in Investment Promotion / investment realization / Leasing / Selling of land in industrial / commercial/ residential project. Only successfully completed	8	For one project, 2 marks will be awarded. For every additional similar project, an additional 2 marks will be awarded with a cap of maximum of 8 marks.

5	Bidder Should have international experience of a water front development project with mixed land use with minimum 125 acre area and have min 2 km water front	4	For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 4 marks. The water front should increase in proportion to project area Evaluation criteria shall be same as sr.no 1	
B	Section B : Relevant Experience of the key personnel will consist of the following :	35 (Total)		
i	Urban Planner-cum-Team Leader	8	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan project preparation experience of 500 Ha, 2 marks will be allotted to a maximum of 8 marks.	
ii	Architect &Urban Planner (International)	5	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 3 marks will be allotted. The additional 1 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table",.	
iii	Regional Planner	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for international experience of Metropolitan planning project as mentioned in "Key Personnel Table",.	
iv	Environment Expert	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",.	
v	Smart City Expert	2		
vi	Architect &Urban Designer	2		
vii	Regulatory, Legal and PPP Expert	2		
viii	Social development & R&R Expert	2		
ix	Infrastructure Expert	2		
x	Real Estate Expert	2		
Xi	Transportation Planner	2		
xii	Port Planning expert	3		If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of Green Port development planning mentioned

	transactions /projects duly certified by the organization for whom the project has been executed shall be considered for the purpose. Atleast one Real estate project of minimum investment of Rs. 500 Crores (Rs 5000 million)		
5	Projects related to program / project management assignment for a Government client in India or abroad involving activities such as overall monitoring and/or evaluation of project implementation/contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years	2	1 marks for meeting the minimum eligibility criteria. For each additional completed similar project an additional 0.5 Mark shall be awarded upto a maximum of 2 marks.
6	Bidder or the Consortium should have minimum average annual turnover above 100 Crores	6	For an average annual turnover above 100 Crores for every additional 50 Crores an additional 1.5 marks will be awarded with a cap of maximum of 6 marks.
B	Section B : Relevant Experience of the key personnel will consist of the following :	35 (Total)	
i	Team Leader	8	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 Ha (1235.53 acre), 2 marks will be allotted to a maximum of 8 marks.
ii	Architect & Urban Planner (International)	4	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table",.
iii	Transaction cum PPP Expert	4	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",.
iv	Environment Expert	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table"
v	Smart City Expert	2	
vi	Urban Designer	2	
vii	Social development & R&R Expert	2	
viii	Infrastructure Expert	2	
ix	Transportation Planner	3	
x	Real Estate Expert	3	

				in "Key Personnel Table",
C	Section C: Approach and Methodology Proposed Concept design and presentation.	30	Marks shall be awarded based on the quality of approach and methodology, work plan and the concept design proposed by the bidder and its presentation.	
TOTAL MARKS		100		
<p>3.1.6.2</p> <p>a. In the first stage, the technical evaluation on the basis of Section A and Section B shall be carried out by SMP, Kolkata.</p> <p>b. The bidder who obtains minimum of 50 marks out of 70 marks combining Section A and Section B shall only be called for presentation on Approach, Methodology and the Concept design along with opening of the Financial Proposal.</p> <p>3.1.6.3 Presentation of the Concept Design: The bidders who submits their Approach, Methodology and Concept design as per clause 3.1.6.2 shall be called for the presentation of their concept design before an Evaluation Committee appointed by SMP, Kolkata. The date, time and venue shall be informed to the bidders subsequently. The evaluation committee shall allocate marks for Approach and Methodology Proposed, Concept design and presentation according to the Evaluation Criteria as may be decided by the Evaluation committee.</p> <p>3.1.6.4 Minimum Eligibility Criteria for Opening of Financial Proposal: The shortlisted bidders who will be called for presentation on Approach, Methodology and Concept design will be called as "Technically Qualified" and who's Financial Proposal shall be processed further.</p>				

			Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of similar project
xi	Integrated Port Planning expert	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of Green Port development planning mentioned in "Key Personnel Table",
C	Section C:	25 (Total)	
i	Proposed Approach and Methodology	10	Marks shall be awarded based on the quality of approach and methodology, work plan by the bidder
ii	Presentation on Concept design	15	Bidder has to make a presentation on the Concept Design, Approach & Methodology and Work Plan on a specified date
TOTAL MARKS		100	
<p>3.1.6.2</p> <p>a. The technical evaluation on the basis of Section A, Section B and Section C shall be carried out by SMP, Kolkata.</p> <p>b. The bidder who obtains minimum of 70 marks out of 100 marks in Technical proposal will be considered as selected Bidder. And for those technically selected Bidders only the Financial Proposal will be opened.</p> <p>3.1.6.3 Presentation of the Concept Design: The bidders have to submit their Approach, Methodology and Work Plan and Concept Design along with Technical proposal by Proposal Due Date as per clause 3.1.6.2. Bidders will be called for a presentation on Technical proposal and Concept Design. The bidders will be evaluated on 100 marks.</p> <p>3.1.6.4 Minimum Eligibility Criteria for Opening of Financial Proposal: The bidders after presentation on Approach, Methodology and Concept design securing minimum of 70 marks out of 100 marks in Technical proposal will be called as "Technically Qualified" and who's Financial Proposal shall be processed further.</p>			

14	Page : 43 Clause : 4.2	SL NO	DELIVERABLES	DURATION	% OF PAYMENT
			Kick Off	T + 0 Months	
		Part-I Overall Concept Master Plan for 4122 acre (±20%)			
		1	Stage -I : Preparation of Inception report	T + 0.5 months	1 %
		2	Stage-II: Interim Report-Study of existing situation	T + 2 months	3 %
		3	Stage-IIIa : Draft Conceptual Master plan	T + 3 months	5 %
		4	Stage-III b. Preparation of Final Vision & Concept Plan	T + 4 months	8 %
		Part- II Detailed Master Planning for 429 acre (±20%) of Township Redevelopment area			
		5	Stage - V a: Detailed draft Master plan of Kolkata Port Township Complex-I	T + 8 months	5%
		6	Stage - V b: Finalization of the Detailed draft Master plan of Kolkata Port Township Complex-I	T + 9 months	8%
		7	Stage VI- Detailed Infrastructure design	T + 12 months	6%

		SL NO	DELIVERABLES	DURATION	% OF PAYMENT
			Kick Off	T + 0 Months	
		Part-I Overall Concept Master Plan for 4122 acres (±20%)			
		1	Stage -I : Preparation of Inception report	T + 0.5 months	1%
		2	Stage-II: Interim Report-Study of existing situation	T + 2 months	3%
		3	Stage-III a : Draft Conceptual Master plan including economic planning and land value maximization strategy	T + 3 months	5%
		4	Stage-III b: Preparation of Final Vision & Concept Plan	T + 4 months	8%
		Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area			
		5	Stage - V a: Detailed draft Master plan of Kolkata Port Township Complex-I	T + 8 months	5%
		6	Stage - V b: Finalization of the Detailed draft Master plan of Kolkata Port Township Complex-I	T + 9 months	8%
		7	Stage VI- Detailed Infrastructure design	T + 12 months	6%

8	Stage VII:Preparation of DPRs and Tender Documents	T + 14 months	10%
9	Stage VIII : Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 12 months	3%
10	Marketing Process for Five Years	T + 60 months	5%
11	Award of works	T + 18 months	2%
12	Implementation & Periodic Supervision	T + 19 months to 60 months	1% every month (for 41 months)
13	Final Completion Report	T+ 60 months	3%
Total		T+ 60 months	100%

Note: The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 20% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.

Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted by consultant.

If however the Implementation and Periodic supervision stage continues beyond 41 months then extra payment of 1% per month for the subsequent months may be made at the discretion of SMP.

8	Stage VII: Preparation of DPRs and Tender Documents	T + 14 months	10%
Part- III Transaction Advisory for implementation of 429 acres (±20%) of Township Redevelopment area			
9	Stage VIII: Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 8 months	5%
10	Stage VIII: Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 12 months	3%
11	Award of works	T + 18 months	2%
12	Implementation & Periodic Supervision (1% every month for 41 months)	T + 19 months to 60 months	41%
13	Final Completion Report	T+ 60 months	3%
Total		T+ 60 months	100%

Note:

(i) Over and Above this Payment schedule, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 0.25% of the revenue earned by SMPK, for every successful land transaction of value between Rs 50 crore to Rs 100 crore, success fee of 0.5% of the revenue earned by SMPK and for every successful land transaction of value above Rs 100 crore, success fee of 1% of the revenue earned by SMPK. Payment to bidder shall be made only after receiving revenue by SMPK against transaction.

(ii) For stage 5, 20% of the fees will be retained till all approvals from local authorities are obtained

(iii) The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 20% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.

(iv) Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted by consultant.

(v) If however the Implementation and Periodic supervision stage continues beyond 41 months then extra payment of 1% per month for the subsequent months may be made at the discretion of SMP.

15 Integrity Pact

Integrity Pact to be referred as attached.

16 Page : 15
Clause : 2.21, 2.21.3 v
Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.9 of the RFP; no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished; the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder.; the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; Key Personnel proposed have good working knowledge of English language; Key Personnel would be available for the period indicated in the TOR; no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 3.1.3.

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17 Page : 43
a. The consultant shall provide all the necessary help, drawings, and report for obtaining

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	Clause : 3	<p>approval from the planning authority.</p> <p>b. The Consultant shall prepare the necessary supporting documents, plans, report etc. for the submission of the plans to the authorities for the notification of the Detailed Development plan and to obtain the EIA and Environmental clearance.</p> <p>c. The SMP, Kolkata shall issue supporting letters to the consultant to liaise with authorities and consultant shall arrange presentations with authorities for the sanctioning and notification of the Structural plan. The consultant shall also present the technical documents and provide necessary support for the process.</p>	<p>planning authority.</p> <p>b. The Consultant shall prepare the necessary supporting documents, plans, report etc. for the submission of the plans to the authorities for the notification of the Detailed Development plan and to obtain the EIA and Environmental clearance.</p> <p>c. The SMP, Kolkata shall issue supporting letters to the consultant to liaise with authorities and consultant shall arrange presentations with authorities for the sanctioning and notification of the Structural plan. The consultant shall also present the technical documents and provide necessary support for the process.</p> <p>d. All statutory fees/expenditure to be borne by the Client but the consultant have to prepare all reports, documents, maps etc required for approval, make presentation in front of the requisite agency, assist/ liaison and also have to obtain the approvals/sanctions/NOC.</p>
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18	DATASHEET Clause No.7 Page III	<table border="1"> <thead> <tr> <th data-bbox="418 575 528 638">Sr. No.</th> <th data-bbox="528 575 863 638">ITEMS</th> <th data-bbox="863 575 1546 638">DETAILS</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 638 528 800">1</td> <td data-bbox="528 638 863 800">Name of the project</td> <td data-bbox="863 638 1546 800">NITNo. SMP/KDS/LND/66-2020– RFP for Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata.</td> </tr> <tr> <td data-bbox="418 800 528 863">2</td> <td data-bbox="528 800 863 863">Area proposed for Concept design</td> <td data-bbox="863 800 1546 863">4122acres (approx.)</td> </tr> <tr> <td data-bbox="418 863 528 1052">3</td> <td data-bbox="528 863 863 1052">Area proposed for Detailed Master plan, Infrastructure design, Marketing Strategy and Implementation Road Map</td> <td data-bbox="863 863 1546 1052">429 acres 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19	ELIGIBILITY CRITERIA Clause 2.10 (iii) Technical Eligibility Criteria Page 12	(iv) The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In the absence of any such Reference letter/certificate, any other authorised document which will prove the completion with justification may be accepted by the SMP, Kolkata. For all projects, contact details of Client like phone number, address and email address to be provided.	(iv) The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In the absence of any such Reference letter/certificate, any other authorised document which will prove the completion with justification may be accepted by the SMP, Kolkata. For all projects, contact details of Client like phone number, address and email address to be provided. Work Order or Contract Agreement with Payment Certificate certified from Auditor, if Client Completion Certificate not available may also be accepted subject to discretion of the Authority.
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20	Performance	Within 21 days of issue of letter of award from the Employer, the successful firm shall	Within 21 days of issue of letter of award from the Employer, the successful firm shall furnish to the
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	Security Clause 3.3 Page 24	furnish to the Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank or any reputed foreign bank from its Kolkata branch for an amount equivalent to 10% of the accepted cost of consultancy. The bid security submitted by the successful bidder shall be adjusted in Performance Security. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.	Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank or any reputed foreign bank from its Kolkata branch for an amount equivalent to 3% of the accepted cost of consultancy. The bid security submitted by the successful bidder shall be adjusted in Performance Security. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.
21	Parent Company Undertaking		Refer the Parent Company Undertaking as attached.
22	GCC for Consultancy Services		Refer the GCC for Consultancy Services as attached
23	Page 62 Form 3 Bidders's profile		Revised Format as attached
24	Page 79 & 80 FORM 15 Monthly Remuneration Of The Different Personnel For Working Out The Cost Of Change In The Terms Of Reference. (To be submitted only by shortlisted Consultants)		Revised Format as attached
25	BID SCRUTINY FORMATS (to be filled by Bidders) Annexure 2, 3 & 4		Revised Format as attached

Bidders are requested to upload this "**CORRIGENDUM -V**" duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as an acknowledgement and acceptance. All other terms & conditions and Clauses will remain same as per original.

NOTE: SMP, Kolkata reply to Pre Bid Queries enclosed with this Corrigendum

VI. Name, designation, address and phone numbers of authorized signatory of the Bidder:

Name:
Designation:
Company:
Address:
Phone No.:
E-mail address:

VII. If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms:

- (i) Name of Firm:
- (ii) Legal Status and country of incorporation

VIII. Registered address and principal place of business.

For the Bidder, (in case of a consortium, for each Member), state the following information:

(i) In case of non Indian Firm, does the Firm have business presence in India?
Yes/No

If so, provide the office address(es), year of establishment in India.

(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?
Yes/No

(iii) Has the Bidder/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?
Yes/No

(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?
Yes/No

(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?
Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.

IX. Does the Bidder's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No
X. If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the SMP, Kolkata and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

XI. Does the Bidder intend to borrow or hire temporarily, personnel for performance of the Consulting Services?

Yes/No

XII. If yes, does the Bidder agree that it will only be acceptable as Consultant, if those personnel disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No

Has the bidder one of the principal business in Urban Planning & Architecture, Engineering or Management consultancy with Regulatory/PPP expertise/ port-based land commercialization.

Yes/No

Has the bidder prepared one project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres during last 10 years i.e. from 2.11.2010 till Proposal Due Date. The experience of the consortium Member if any shall be considered. And the information given in the prescribed format of experience and reference/ completion certificate is given

Yes/No

Have the bidder Establishment in India for at least **3 years** i.e prior to 2.11.2017

Yes/no

The Bidder or the Consortium should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum **Rs.100 Crores** (Rs 1000 Million) where in case of consortium the Lead member should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum **Rs.50 Crores** (Rs 500 Million) and that of each of the other consortium members should be minimum **Rs 10 Crores** (Rs 100 Million). The document proof is to be certified by the concerned chartered accountant of the consortium members.

Yes/No

Has the bidder or in case of the consortium, the Lead Member planned a waterfront development with mixed land use on an area of **100 acres**. with a minimum waterfront of **2 Km** during last 10 years i.e. from 2.11.2010 till Proposal Due Date. And the information given in the prescribed format of experience and reference/ completion certificate is given.

Yes/No

The bidder/consortium should have prepared DPR and transacted (award of work) 3 projects on Water supply/Sewerage & Drainage/SWM/ and 1 DPR on Road & Transport of minimum of **Rs. 200 Crores** (Rs.2,000 million) and **Rs 100 Crores** (Rs 1000 million) respectively during last 7 years.

Yes/No

Have the bidder marketed **one project** of minimum investment of **Rs.500 Crores (Rs 5000 million)** during last 10 years i.e. from 2.11.2010 till Proposal Due Date And the information given in the prescribed format of experience and reference/ completion certificate is given.

Yes/No

(Seal and Signature, name and designation of the authorised signatory)

For and on behalf of

FORM 15

**Monthly Remuneration Of The Different Personnel For Working Out The Cost Of
Change In The Terms Of Reference.**

(To be submitted only by shortlisted Consultants)

Sr No	Key Personnel	Qualification Criteria	Monthly Gross remuneration	
			In Figures	In words
1	Urban Planner cum Team Leader	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City Planning with minimum of 25 years' experience of Team Lead for at least one single Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 ha (2471.05 acre) or 2 similar projects as above for an area of 500 ha each (1235.53 acre).		
2	Architect & Urban Planner (International)	Bachelor Degree in Architecture with Post graduation in Urban/City Planning with international experience of minimum 15 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 2km stretch and public space of minimum 100 Ha (247.10 acre) area outside India.		

Sr No	Key Personnel	Qualification Criteria	Monthly Gross remuneration	
			In Figures	In words
3	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 1000 ha (2471.05acre) in India.		
4	Environment Expert	Post-Graduation in Environmental Planning/Engineering/Science with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).		
5	Port Planning Expert	Post-Graduation in Civil/Structural Engineering with minimum 20 years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.		
6	Smart City Expert	Bachelor Degree in IT/Civil Engineering with 15 years' experience in evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/communication/surveillance system for minimum area of 1000 ha (2471.05 acre).		
7	Urban Designer (International)	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' international experience of designing an area of minimum 100 ha (247.10 acre) outside India.		

Sr No	Key Personnel	Qualification Criteria	Monthly Gross remuneration	
			In Figures	In words
8	Transportation Planner	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre).		
9		Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.		
10	Regulatory, Legal and PPP Expert	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.		
11	Social Development & R&R Expert	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.		
12	Real Estate Expert	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).		

Annexure 2

Eligibility Criteria as a bidder :-

A. Bidder: The bidder shall be (clause 2.10 (i))

- i. Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in either Urban Planning & Architecture, Engineering or management consultancy with Regulatory/PPP expertise/ port-based land commercialization.
- ii. Establishment in India for at least 3 years i.e prior to 2.11.2020.
- iii. Indian company can have a consortium /JV with International consultants.

B. Name of the Firm: Lead member –

Consortium member –

Sr. No	Criteria	Document /Pg No.(to be filled by Bidder)	Remark (to be filled by SMP)
1.	Documents submitted in support of a) above.		
2.	Documents submitted in support of b) above		
3.	Documents submitted in support of c) above		

Note: In case of multiple documents Bidder may insert rows under Document/Pg no Column

Observations (to be filled by SMP):

C. Financial Scrutiny:-

Financial Criteria: (Clause 2.10 (ii))

The Bidder or the Consortium should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.100 Crores (Rs 1000 Million) where in case of consortium the Lead member should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.50 Crores (Rs 500 Million) and that of each of the other consortium members should be minimum Rs 10 Crores (Rs 100 Million).

The document proof is to be certified by the concerned chartered accountant of the consortium members.

Name of the Firm –

Average Annual Turnover –

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Consortium member 1–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Consortium member 2–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Annexure-III

Technical Scrutiny :- (Clause 2.10 (iii))

Name of the Bidders:

Consortium member –

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in acre	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
a.	Bidder's Name : The Bidder or the Consortium should have prepared a project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres						
b.	The Bidder or the Consortium Should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 2 km stretch of water front						
c.	Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores						
d.	The bidder should have marketed one project of minimum investment of Rs.500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed" means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.						

Annexure-IV

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

Name of the Bidders:

Consortium member –

AS PER RFP					AS PER BID DOCUMENT					
Sr. No	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		35 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/ Cost of project (Page no)	Marks Obtained	Remarks
1	Urban Planner-cum-Team Leader	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City Planning with minimum of 25 years' experience of Team Lead for at least one single Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 ha (2471.05 acre) or 2 similar projects as above for an area of 500 ha each (1235.53 acre).	8	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 Ha (1235.53 acre), 2 marks will be allotted to a maximum of 8 marks.						
2	Architect & Urban Planner (International)	Bachelor Degree in Architecture with Post graduation in Urban/City Planning with international experience of minimum 15 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 2km stretch and public space of minimum 100 Ha (247.10 acre) area outside India.	4	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table",.						
	Port Planning expert	Post-Graduation in Civil/Structural Engineering with minimum 20 years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of Green Port development planning mentioned in "Key Personnel Table",.						
	Environment Expert	Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",.						
	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 1000 ha (2471.05acre) in	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",.						

AS PER RFP				AS PER BID DOCUMENT						
Sr. No	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		35 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/ Cost of project (Page no)	Marks Obtained	Remarks
		India.								
	Smart City Expert	Bachelor Degree in IT/Civil Engineering with 15 years' experience in evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/ communication/surveillance system for minimum area of 1000 ha (2471.05 acre).	2							
	Urban Designer	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' international experience of designing an area of minimum 100 ha (247.10 acre) outside India.	2							
	Social Development & R&R Expert	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.	2							
	Regulatory, Legal and PPP Expert	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.	2							
	Transportation Planner	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of similar project						
	Real Estate Expert	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	3							

INTEGRITY PACT

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

Between

Syama Prasad Mookerjee Port, Kolkata hereinafter referred to as "This Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to: -

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section-1: Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2: Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "**Guidelines on Indian Agents of Foreign Suppliers**" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P**.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section- 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section-8: Role of Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

In case of any allegation on violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

Section-10: Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of SMPK.

Section-11: Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Parent Company Undertaking Format

From: [Insert Parent Company Name]

Having its office at:

As Parent Company for the[Insert Subsidiary Company Name]

Having its office at:

Date:

To:

[Insert Name and full address of Client]

Ref.: Contract No. [Insert Name of Works/Services]

With reference to the accompanying Tender ("TENDER") for the subject, I, on behalf of the Parent Company, in terms of the resolution dated.....of the.....[Insert Parent Company Name], undertakes to the effect that

- i)[insert the name of the Subsidiary Company] will participate in the said Tender, and
- ii)[insert the name of the Subsidiary Company], will fulfil all the responsibilities (to be mentioned from the Estate Division) and[Insert Parent Company Name] will be jointly and severally responsible for any default on the party of the[insert the name of the Subsidiary Company].

Signature of the Authorized Signatory

For on behalf of _____

[Name of the Parent Company]

[Seal of the Parent Company]

1.0 GENERAL CONDITIONS OF CONTRACT

1.1 General Provisions

1.1 .1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Employer" means Board of Trustees of Kolkata Port Infrastructure Development Limited, a wholly owned subsidiary of Kolkata port, incorporated under The Company's Act, 2013 with the purpose to construct, operate, build, develop and maintain port related infrastructure including but not limited to rail, road, air, sea, river, streams, waterways, over and under bridges, civil and other infrastructures, accommodation and conveyance along with other related facilities.

(b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(c) "Contract" means the Contract signed by the Parties, to which these General

Conditions of Contract are attached, together with all the documents listed in letter of award;

(d) "Effective Date" means the date on which this Contract comes into force.

(e) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;

(f) "GC" means these General Conditions of Contract;

(g) "Government" means the Government of India;

(h) "Local Currency" means Indian Rupees;

(i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

"Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to the in General Condition

(k) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of General Condition.

(n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(o) "Contract Sums" means gross amounts of consultant's original proposal in Indian Rupees with tax, duties, fees and other imposition inclusive of all cost, all types of subsoil investigation and environmental monitoring works if any.

(p) "Approved / approval" means the approval in writing.

1.1.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

1.1.4 Language

This Contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.1.6 Notices

1.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised

representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

1.1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in General Condition

1.1.7 Location

The Services shall be performed at such locations are specified in tender and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

1.1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative specified in bid document.

1.1.9 Taxes and Duties

The Consultants and their personnel (domestic consultant/personnel and foreign consultant/personnel) shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.2 Commencement, Completion, Modification and Termination of Contract

1.2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall constitute agreement between Employer and the consultant till formal agreement has been signed.

1.2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within three months or such other time period as the party may agree in writing after date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

1.2.3 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days. The completion period of this assignment is as per the time line mentioned in tender document.

1.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirm by the Employer by issuing completion certificate at the end of six months.

1.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

1.2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

Pursuant to Clause General Condition 1.7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

1.2.7 Force Majeure

1.2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other

industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor

(ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

1.2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

1.2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

1.2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

1.2.9 Termination

1.2.9.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.1, terminate this Contract.

(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 1.2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:

(b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to General Condition hereof;

(d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(e) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(g) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to Employer within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultant.

1.2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.2, terminate this Contract;

(a) If the Employer fails to pay and money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 1.8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 1.8 hereof.

1.2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause

General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality set forth in Clause General Condition 1.3.3 hereof;
- iii) Any right which a Party may have under the Applicable Law.

1.2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 1.2.9.1 or General Condition 1.2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clause General Condition 1.3.8 or General Condition 1.3.9 hereof.

1.2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses General Condition 1.2.9.1 or General Condition 1.2.9.2 hereof, the Employer shall make the payments to the Consultants provided after offsetting against these payments any amount that may be done from the Consultant:

- i) Remuneration pursuant to Clause General Condition 1.6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) Reimbursable expenditures pursuant to Clause General Condition 1.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) Except in the case of termination pursuant to paragraphs (a) through (g) of Clause General Condition 1.2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

1.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General Condition 1.2.9.1 or in Clause 1.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 1.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

1.3. Obligations of the Consultants

1.3.1 General

1.3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

1.3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications respect such customs.

1.3.2 Conflict of Interests

1.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause General Condition 1.6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

1.3.2.2 Procurement Rules of the Employer

If the Consultant as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Employer or the agencies funding such procurement and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.

1.3.2.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

1.3.2.4 Prohibition of Conflicting Activities:

Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to Employer.

1.3.3 Confidentially

The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

1.3.4 Liability of the Consultants

Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.

- (i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

1.3.5 Insurance to be Taken Out by the Consultants.

The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:

(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.

(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.

(c) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(d) Insurance against loss of or damage to:

(i) Equipment purchased in whole or in part with funds provided under this Contract,

(ii) The Consultants' property used in the performance of the Services, and

(iii) Any documents prepared by the Consultants in the performance of the Services.

1.3.6 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel as are not listed in tender (“Consultants’ sub-consultants’ and Key Personnel”);

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

(c) any other action objectionable to the Employer.

1.3.7 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in tender, in the numbers and within the time periods set forth in the said clauses.

1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

1.3.9 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

1.4. Consultants’ Personnel

1.4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

1.4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in tender. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause General Condition 1.3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in tender may be made by the Consultants by written notice to the Employer, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the Terms of reference specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the Employer and the Consultants.

1.4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name are hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data such Key Personnel shall be deemed to have been approved by the Employer.

1.4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth as per tender document.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel shall be outside the staff-months of service set for in tender document. Any taking of leave by Personnel on account of unforeseen circumstances shall be with prior approval of the Employer and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, no fee shall be payable to the Consultant

for such leave periods and suitable deductions from the bills shall be made on this account.

1.4.5 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel or as per the tender document.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions.

1.4.6 Resident Manager / Team Leader

The person designated as Team Leader in tender shall serve in that capacity. The Consultants shall ensure that at all times during the Consultants performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

1.5. Obligations of the Employer

1.5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall:

(a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

(c) Facilitate prompt clearance through customs of any property required for the Services;

(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services for any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and

(g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be required time to time.

1.5.2 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in tender at the times and in the manner specified in said in tender, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources.

1.5.3 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants eligible payments and in such manner as is provided by Clause General Condition 1.6 of this Contract.

1.5.4 Counterpart Personnel

(a) If so provided in tender, counterpart personnel, the Employer shall make available to the Consultants, as and when provided in such, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultant's advice, as shall be specified in such at tender. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Employer to the Consultants as and when specified in tender, the Employer and the Consultants shall agree on how the affected part of the Services shall be carried out.

1.6 Payments to the Consultants

1.6.1 Cost Estimates

The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in tender of Financial Proposal, and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in tender so far as they are applicable but otherwise as agreed mutually.

1.6.2 Remuneration and Reimbursable Expenditures

It is understood that the fee quoted by Consultants cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting by home office staff not included in the Personnel listed in tender and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any, and (E) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

1.6.3 Currencies of Payment:

- a) All payments by the Employer under this contract will be made only in Indian Rupees.
- b) The Fee quoted by the Consultant shall be inclusive of but not limited to specific requirements, such as on account of:
 - i) Expatriate staff employed directly on the work
 - ii) Social, insurance, medical and other charges relating to such expatriate staff and foreign travel expenses;
 - iii) Depreciation and use of imported plant and equipment, including spare parts, required for the works
 - iv) Foreign insurance and freight charges for plant and equipment, including spare parts etc.
 - v) Overhead expenses, fees and financial charges arising outside India in connection with the works

1.6.4 Mode of Billing and Payment:

Billing and payments in respect of the Services shall be made as follows:-

- (a) No advance payment shall be paid to the Consultant.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable pursuant to General Condition for such month. The payment is as per Financial Proposal and shall become due and payable as and when the task assigned in such stages completed in all respect.
- (c) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 30 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within seven working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs

authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

1.7 Fairness and Good Faith

1.7.1 Good Faith

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

1.7.2 Operation of the Contract

The Parties recognize 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 1.8 hereof.

1.8. Settlement of Disputes

1.8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

1.8.2 Dispute Settlement

Disputes shall be settled by arbitration in accordance with the following provisions: All disputes in respect of subject contract shall be settled by arbitration in accordance with the Arbitration and conciliation Act, 1996 or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and Project Management Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. The language of Arbitration shall be English.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work.

While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties. The arbitration proceeding shall take place in Kolkata only. However, all disputes are subject to exclusive jurisdiction of courts at Kolkata, only.

1.9. Liquidated damages:

1.9.1 Liquidated Damages for error/ variation:

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.

1.9.2 Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).

1.9.3 Encashment & appropriation of Performance Security:

The Authority 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 Agreement or for recovery of Liquidated Damages specified in this Clause- 1.9.

1.9.4 Penalty for deficiency in Services:

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause- 1.9, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. The time period for the various stages of services as indicated in financial proposal.

Pre-Bid Queries & Reply

SL N O	REF. CLAUSE / PAGE NO.	BIDDER'S QUERIES / SUGGESTION	SMPK REPLY											
1	Page : 6 Clause : 2.2	We request you to consider online mode of payment (Net Banking, NEFT/RTGS or Credit card) for Bid Document Fee.	Accepted.											
2	Page : 6 Clause : 2.4	In order to make sure consultant with higher technical capability is selected we request you to adopt 80% weightage to Technical Evaluation & 20% weightage to Financial Bid.	Accepted.											
3	Page : 8 & 9	<p>Cited qualification criteria is highly restrictive in nature, since specific project area experience criteria is mentioned for each positions we request you to reduce the overall experience criteria for the following positions, the suggested overall experience is mentioned below:-</p> <table border="1" data-bbox="323 691 1081 1463"> <thead> <tr> <th data-bbox="323 691 512 756">Key Personnel</th> <th data-bbox="512 691 1081 756">Qualification Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 756 512 1016">Urban Planner cum Team Leader (with International Experience)</td> <td data-bbox="512 756 1081 1016">Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 15 years' experience with an experience of Team Lead for at least three Master planning projects of minimum area of 1000 ha (2471.05 acre) each with at least two project which are international / outside India.</td> </tr> <tr> <td data-bbox="323 1016 512 1211">Architect & Urban Planner</td> <td data-bbox="512 1016 1081 1211">Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 15years' experience of at least 2 mixed land use waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch.</td> </tr> <tr> <td data-bbox="323 1211 512 1463">Regional Planner</td> <td data-bbox="512 1211 1081 1463">Bachelor in Architecture or Social Sciences or civil engineering and PG in Regional Planning /Infrastructure Planning; should have minimum 10 years' experience in metropolitan / city planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.</td> </tr> </tbody> </table>	Key Personnel	Qualification Criteria	Urban Planner cum Team Leader (with International Experience)	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 15 years' experience with an experience of Team Lead for at least three Master planning projects of minimum area of 1000 ha (2471.05 acre) each with at least two project which are international / outside India.	Architect & Urban Planner	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 15years' experience of at least 2 mixed land use waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch.	Regional Planner	Bachelor in Architecture or Social Sciences or civil engineering and PG in Regional Planning /Infrastructure Planning; should have minimum 10 years' experience in metropolitan / city planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.	<table border="1" data-bbox="1094 532 2003 565"> <thead> <tr> <th data-bbox="1094 532 1352 565">Key Personnel</th> <th data-bbox="1352 532 2003 565">Qualification Criteria</th> </tr> </thead> </table>	Key Personnel	Qualification Criteria	
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Key Personnel	Qualification Criteria													
			Team Leader	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City Planning with minimum of 25 years' experience of Team Lead for at least one single Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 ha (2471.05 acre) or 2 similar projects as above for an area of 500 ha each (1235.53 acre).										
			Architect & Urban Planner (International)	Bachelor Degree in Architecture with Post graduation in Urban/City Planning with international experience of minimum 15 years' in architecture and urban planning along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 2km stretch and public space of minimum 100 Ha (247.10 acre) area outside India.										
			Regional Planner	Position deleted.										
			Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Planning, DPR preparation. Implementation and Facilitation of infrastructure projects with minimum area of 1000 ha (2471.05acre) in India.										

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4	Page : 9 Clause : 2.8	We request you to modify the clause as follows:- iii. The team leader proposed must be a permanent full-time employee / or have a dedicated full-time contract with the firm or in case of a consortium /JV, of the Lead Member of the consortium/JV. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated	RFP condition prevails.																		

5	Page : 10 Clause : 2.8	<p>full-time contract to work on this project.</p> <p>We request you to consider following experience for the deployment team:-</p> <table border="1" data-bbox="323 261 1087 521"> <thead> <tr> <th data-bbox="323 261 453 313">SL NO</th> <th data-bbox="453 261 1087 313">DESIGNATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 313 453 448">1</td> <td data-bbox="453 313 1087 448">Sr Urban Planner in the absence of the Team L senior Graduate Architect with Post Graduate in Planning with Minimum 10 years of experience should be available</td> </tr> <tr> <td data-bbox="323 448 453 521">2</td> <td data-bbox="453 448 1087 521">Architect-Urban planner cum onsite Project Manager with minimum experience of 5 years of execution of work</td> </tr> </tbody> </table>	SL NO	DESIGNATION	1	Sr Urban Planner in the absence of the Team L senior Graduate Architect with Post Graduate in Planning with Minimum 10 years of experience should be available	2	Architect-Urban planner cum onsite Project Manager with minimum experience of 5 years of execution of work	<p>All other positions remain same as per RFP.</p> <table border="1" data-bbox="1106 256 1988 1230"> <thead> <tr> <th data-bbox="1106 256 1167 354">S L</th> <th data-bbox="1167 256 1988 354">DESIGNATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="1106 354 1167 963">1</td> <td data-bbox="1167 354 1988 963">Program cum Strategic Management Expert with Bachelors in Architecture/Planning/Civil Engineering & Post Graduate in Project Management or Urban Planning or equivalent having 15 years experience in at least one large scale infrastructure projects with project cost of at least Rs 500 Crore for Government clients in India or abroad in transaction advisory involving project marketing, review or preparation of detailed project reports, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation in last 10 years and Projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of detailed project reports, preparation of project revenue models, transaction advisory, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore and should have successfully completed the assignment within last 10 years.</td> </tr> <tr> <td data-bbox="1106 963 1167 1230">2</td> <td data-bbox="1167 963 1988 1230">Architect cum Urban Planner with Bachelors in Architecture and Post Graduate in Urban Planning/City Planning with Minimum 10 years of overall experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/DPR preparation/Smart city plan</td> </tr> </tbody> </table>	S L	DESIGNATION	1	Program cum Strategic Management Expert with Bachelors in Architecture/Planning/Civil Engineering & Post Graduate in Project Management or Urban Planning or equivalent having 15 years experience in at least one large scale infrastructure projects with project cost of at least Rs 500 Crore for Government clients in India or abroad in transaction advisory involving project marketing, review or preparation of detailed project reports, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation in last 10 years and Projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of detailed project reports, preparation of project revenue models, transaction advisory, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore and should have successfully completed the assignment within last 10 years.	2	Architect cum Urban Planner with Bachelors in Architecture and Post Graduate in Urban Planning/City Planning with Minimum 10 years of overall experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/DPR preparation/Smart city plan
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6	Page : 10 Clause : 2.8.1	<p>We request you to remove this clause.</p> <p>The SMP, Kolkata expects all the Key Personnel to be available during implementation of the Agreement. As a condition to substitution, a lump sum Rs. 100000/- plus GST for the original every substituted Key Personnel shall be deducted from the payments due to the Consultant. The Consultant shall not replace any team member without the prior approval of SMP and such approval shall not be unreasonably withheld. The substitution of team members during Contract execution will be considered only based on the Consultant's written request, or if the SMP wants the Consultant to replace the personnel on ground of misconduct or inefficiency. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience within 30 days of the notice of replacement served by the Client. If the consultant substitutes without prior approval of SMP or fails to make available the team members, it will lead to a penalty of a lump sum Rs. 100000/- plus GST for each replaced / unreplaced staff (as the case may be).</p>	<p>The SMP, Kolkata will not normally consider any request of the Selected Consultant for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SMP, Kolkata. Decision of SMP, Kolkata in this regard will be final.</p> <p>Substitution on of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted without any penalty but in case of a second substitution, such reduction shall be equal to 10% of the total remuneration specified for the key personnel who is proposed to be submitted and for third substitution reduction shall be equal to 20% of the total remuneration specified for the key personnel.</p> <p>The Authority will not consider any substitution of Team Leader at Master Planning stage i.e. till T+12 months, However under unforeseen condition Team Leader proposed may only be changed during Project implementation phase.</p>
7	Page : 11 Clause : 2.10	<p>To ensure that consultants with substantial experience and proven track record in the sector, we request you to modify the clause as follows:- Establishment in India for at least 15 years i.e. prior to 2.11.2020.</p>	RFP condition prevails.
8	Page : 11 Clause : 2.10	Request you to clarify 2 (i) b and c.	2 (i) b and c can be fulfilled by any member of consortium.
9	Page : 11 Clause : 2.10	To ensure that the work is awarded to financially strong consultants, we request you to increase the Average Annual Turnover to 50 Crores (Rs. 500 Million) in the last three financial years.	The Bidder or the Consortium should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.100 Crores (Rs 1000 Million) where in case of consortium the Lead member should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs.50 Crores (Rs 500 Million) and that of each of the

			other consortium members should be minimum Rs 10 Crores (Rs 100 Million).
10	Page : 11 Clause : 2.10 (iii)	We request you to modify this clause as follows:- (a) The bidder or in case of the consortium, the Lead member should have prepared a Master Plan/Development Plan of minimum urban area of 3300 acre during last 20 years i.e. from 2.11.2010 till Proposal Due Date and	The bidder should have prepared one project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any shall be considered. Experience of successfully completed smart city projects will fetch more marks.
11	Page : 11 Clause : 2.10 (iii)	We request you to modify this clause as follows (b) The bidder or in case of the consortium, the lead member any of the consortium member, should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5Kmduring last 15 years i.e. from 2.11.2010till Proposal Due Date and the water front can be Sea front, Lake front and River front	The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum waterfront of 2 Km during last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.
12	Page : 11 Clause : 2.10 (iii)	We request you to modify this clause as follows:- (d) The bidder or in case of the consortium, the lead member should have marketed one project of minimum investment of Rs.500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2010till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed " means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.	RFP condition prevails.
13	Page : 12 Clause : 2.10 (iv)	We request for relaxations in "completion" of assignments and allow ongoing projects.	RFP condition prevails.
14	Page : 12 Clause : 2.10 (vii)	We request the modification of the clause as follows: - c) The bidder or its Associate in India or abroad should have, during the last ten years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any	"In India or aboard" may be added to the existing RFP clause

		agreement terminated for breach by such Bidder or its Associate.																							
15	Page : 14 Clause : 2.20	We request you to allow the entire Earnest Money Deposit to be processed via Bank Guarantee or allow the EMD via Online mode (Net Banking, NEFT/RTGS or Credit card). Also, we request the EMD amount to be reduced to 10 lacs .	<p>RFP condition prevails. Online mode accepted. Please find the bellow mentioned bank details for Net Banking.</p> <table border="1"> <tr> <td>Name of the Bank</td> <td>Indian Overseas Bank</td> </tr> <tr> <td>Bank Account No.</td> <td>227002000000018</td> </tr> <tr> <td>Type of Account (current / SB / OD)</td> <td>Current A/c</td> </tr> <tr> <td>Address of the Branch</td> <td>KPT ,Fairlie Place Branch, Kolkata-700001</td> </tr> <tr> <td>IFSC CODE</td> <td>IOBA0002270</td> </tr> <tr> <td>MICR CODE</td> <td>700020072</td> </tr> </table>	Name of the Bank	Indian Overseas Bank	Bank Account No.	227002000000018	Type of Account (current / SB / OD)	Current A/c	Address of the Branch	KPT ,Fairlie Place Branch, Kolkata-700001	IFSC CODE	IOBA0002270	MICR CODE	700020072										
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16	Page : 14 Clause : 3.1	We request you to consider smart city proposals under this category. We also request you to consider ongoing projects.	RFP condition prevails.																						
17	Page : 21 Clause : 3.1	<p>We request you to consider the following scoring to ensure project is awarded to consultant having a better technical and financial capability</p> <p>Section A : Bidders relevant experience & financial strength- will consist of the following :</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>The Lead Member should have prepared A. Master Plan/Development Plan of an area of 3300Ha.</td> <td>10</td> </tr> <tr> <td>B. Mixed use waterfront development of 350 Ha and 5km stretch</td> <td>8</td> </tr> <tr> <td>Bidder should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 5 projects of minimum of Rs. 200 Crores(Rs 2000 million) each</td> <td>5</td> </tr> <tr> <td>Bidder should have prepared DPR on comprehensive Traffic and Transportation study one project of minimum of Rs. 100Crores</td> <td>3</td> </tr> </tbody> </table>	Particulars	Max Marks	The Lead Member should have prepared A. Master Plan/Development Plan of an area of 3300Ha.	10	B. Mixed use waterfront development of 350 Ha and 5km stretch	8	Bidder should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 5 projects of minimum of Rs. 200 Crores(Rs 2000 million) each	5	Bidder should have prepared DPR on comprehensive Traffic and Transportation study one project of minimum of Rs. 100Crores	3	<p>RFP condition prevails.</p> <p>Modified Technical Evaluation Criteria:</p> <table border="1"> <thead> <tr> <th>S N</th> <th>Particulars</th> <th>Max Marks</th> <th>Criteria</th> </tr> </thead> <tbody> <tr> <td colspan="2">Section A: Bidders relevant experience- will consist of the following :</td> <td colspan="2">40 (Total)</td> </tr> <tr> <td>1A</td> <td>The Bidder or the Consortium should have prepared a project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres</td> <td>10</td> <td>For one project, 5 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 10 marks.</td> </tr> </tbody> </table>	S N	Particulars	Max Marks	Criteria	Section A: Bidders relevant experience- will consist of the following :		40 (Total)		1A	The Bidder or the Consortium should have prepared a project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres	10	For one project, 5 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 10 marks.
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	(Rs1000 million)		1B	The Bidder or the Consortium should have prepared Smart city plans in India or abroad	5	For one project, 3 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.
	Bidder should have marketed one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000 million)	5				
	Bidder Should have minimum average annual turnover of 50 Crores or above. For an average annual turnover above 50 Crores 1 Marks will be awarded. For every additional 5 Crores an additional 1 mark will be awarded with a cap of maximum of 4 marks	4	2	The Bidder or the Consortium Should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 2 km stretch of water front	6	For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 6 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 100 acre or more &min waterfront 2 Km – 3 marks (b) Two projects of 100 acre or more &min waterfront 2 Km each – 3 +1 Marks (c) One project of 200 acre or more &min waterfront 4 Km – 3 +1 marks (d) Two projects of 200 acre or more &min waterfront 4 Km each – 3+3 Marks
			3	Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	3	For 3+1 DPRs, 2 marks will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 3 marks Eg. Explanatory Examples: (a) 3 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each+ 1 DPR on Traffic and Transportation of 100 cr– 2

					<p>marks (b) 4 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 2 DPR on Traffic and Transportation of 100 cr– 2+0.5 marks (c) 5 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 3 DPR on Traffic and Transportation of 100 cr– 2+1 marks</p>	
			4	<p>Bidder should have assisted in Investment Promotion / investment realization / Leasing / Selling of land in industrial / commercial/ residential project. Only successfully completed transactions /projects duly certified by the organization for whom the project has been executed shall be considered for the purpose. Atleast one Real estate project of minimum investment of Rs. 500 Crores (Rs 5000 million)</p>	8	<p>For one project, 2 marks will be awarded. For every additional similar project, an additional 2 marks will be awarded with a cap of maximum of 8 marks.</p>

			5	Projects related to program / project management assignment for a Government client in India or abroad involving activities such as overall monitoring and/or evaluation of project implementation/contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years	2	1 marks for meeting the minimum eligibility criteria. For each additional completed similar project an additional 0.5 Mark shall be awarded upto a maximum of 2 marks.
			6	Bidder or the Consortium should have minimum average annual turnover above 100 Crores	6	For an average annual turnover above 100 Crores for every additional 50 Crores an additional 1.5 marks will be awarded with a cap of maximum of 6 marks.

18 Page : 43
Clause : 4.2

Based on the careful assessment of the project activities and subsequent required to execute the project at each stage and maintain a healthy cash flow, we recommend the following Payment Schedule.

Particulars	Max Marks
Part-I Overall Concept Master Plan for 4122 acre (±20%)	
Stage –I : Preparation of Inception report	5%
Stage-II: Interim Report-Study of existing situation	10%
Stage-III a : Draft Conceptual Master plan	10%

Modified Payment schedule:

SL NO	DELIVERABLES	DURATION	% OF PAYMENT
Kick Off		T + 0 Months	
Part-I Overall Concept Master Plan for 4122 acres (±20%)			
1	Stage –I : Preparation of Inception report	T + 0.5 months	1%
2	Stage-II: Interim Report-Study of existing situation	T + 2 months	3%
3	Stage-III a : Draft Conceptual Master plan including economic planning and land value maximization strategy	T + 3 months	5%

Stage-III b. Preparation of Final Vision & Concept Plan	10%
Part- II Detailed Master Planning for 429 acre (±20%) of Township Redevelopment area	
Stage – V a: Detailed draft Master plan of Kolkata Port Township Complex-I	10%
Stage–Vb:Finalizationof theDetaileddraft Master plan of Kolkata Port Township Complex-I	10%
Stage VI- Detailed Infrastructure design	15%
Stage VII: Preparation of DPRs and Tender Documents	15%
Stage VIII : Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	3%
Marketing Process for Five Years	5%
Award of works	2%
Implementation & Periodic Supervision	2% (every month 0.048% for 41 months)
Final Completion Report	3%
Total	100%

4	Stage-III b: Preparation of Final Vision & Concept Plan	T + 4 months	8%
Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area			
5	Stage – V a: Detailed draft Master plan of Kolkata Port Township Complex-I	T + 8 months	5%
6	Stage – V b: Finalization of the Detailed draft Master plan of Kolkata Port Township Complex-I	T + 9 months	8%
7	Stage VI- Detailed Infrastructure design	T + 12 months	6%
8	Stage VII: Preparation of DPRs and Tender Documents	T + 14 months	10%
Part- III Transaction Advisory for implementation of 429 acres (±20%) of Township Redevelopment area			
9	Stage VIII: Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 8 months	5%
10	Stage VIII: Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 12 months	3%
11	Award of works	T + 18 months	2%
12	Implementation & Periodic Supervision (1% every month for 41 months)	T + 19 months to 60 months	41%
13	Final Completion Report	T+ 60 months	3%
Total		T+ 60 months	100%

			<p>Note:</p> <p>(i) Over and Above this Payment schedule, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 0.25% of the revenue earned by SMPK, for every successful land transaction of value between Rs 50 crore to Rs 100 crore, success fee of 0.5% of the revenue earned by SMPK and for every successful land transaction of value above Rs 100 crore, success fee of 1% of the revenue earned by SMPK. Payment to bidder shall be made only after receipt of revenue by SMPK against transaction.</p> <p>(ii) For stage 5, 20% of the fees will be retained till all approvals from local authorities are obtained</p>
19	General Conditions of Contract Forms AndAgreements Page 3 Clause : 2.0 , 2.2, 2.3	Provisions of clause 2.2 and 2.3 gives unilateral right to Engineer. We are of the opinion that for consultancy services we cannot accept these provisions and hence these provisions deserve to be deleted or modified.	TOR will prevail over this clause however, GCC for Consultancy services attached.
20	General Conditions of Contract Forms AndAgreements Page 3 Clause : 2.0 , 2.4, 2.5, 2.6	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract.	-do-
21	General Conditions of Contract Forms AndAgreements Page 4 Clause : 3.0	We request you to delete this clause.	-do-

2 2	General Conditions of Contract Forms AndAgree ments Page 5 Clause : 3.3	We request you to delete this clause.	-do-
2 3	General Conditions of Contract Forms AndAgree ments Page 8 Clause : 4.4	We request you to add this clause. <i>"The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i>	This suggestion is not related to the mentioned clause.
2 4	General Conditions of Contract Forms AndAgree ments Page 8 Clause : 4.6	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract	TOR will prevail over this clause however, GCC for Consultancy services attached.
2 5	General Conditions of Contract Forms AndAgree ments Page 8 Clause : 4.8	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract.	GCC for Consultancy services attached.
2 6	General Conditions of Contract Forms	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract	TOR will prevail over this clause however, GCC for Consultancy services attached.

	<p>AndAgree ments Page 9 & 10 Clause : 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15</p>		
2 7	<p>General Conditions of Contract Forms And Agreement s Page 10 Clause : 4.16</p>	<p>Considering the terms of this clause are too wide and generic. We recommend to provide indemnity only for specific instances like – “gross negligence, willful misconduct or breach of 3rd party intellectual property rights, breach of labour laws or applicable law. However indemnity is being provided for any actual loss having incurred as a result of the above. In all events we want our liability to be capped to the value of the contract.</p>	<p>GCC for Consultancy services attached.</p>
2 8	<p>General Conditions of Contract Forms AndAgree ments Page 12 Clause : 4.17, 4.18, 4.23</p>	<p>These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract</p>	<p>TOR will prevail over this clause however, GCC for Consultancy services attached.</p>
2 9	<p>General Conditions of Contract Forms AndAgree ments Page 13 Clause : 5.3, 5.4, 5.6, 5.7, 5.8</p>	<p>These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract</p>	<p>TOR will prevail over this clause however, GCC for Consultancy services attached.</p>
3 0	<p>General Conditions of Contract Forms AndAgree</p>	<p>These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract</p>	<p>TOR will prevail over this clause however, GCC for Consultancy services attached.</p>

	ments Page 14, 15 Clause : 5.9, 5.10, 5.11, 5.12		
3 1	General Conditions of Contract Forms AndAgree ments Page 15 Clause : 6.1	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract	TOR will prevail over this clause however, GCC for Consultancy services attached.
3 2	General Conditions of Contract Forms AndAgree ments Page 16 Clause : 6.6	These terms are actually applicable to works contracts wherein some construction work is involved, we request you to remove or modify this according to consultancy services contract	-do-
3 3	General Conditions of Contract Forms AndAgree ments Page 17 Clause : 7.0	We request you to remove this clause	-do-
3 4	General Conditions of Contract Forms AndAgree ments Page 19 Clause : 8.3	We request the following modifications. 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive: (i) The Contractor has abandoned the contract. (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed	-do-

		<p>within the agreed period on account of Contractor's lapses.</p> <p>(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.</p> <p>(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions. (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</p> <p>(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.</p> <p>(vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation neither compulsory or voluntary</p>	
3 5	General Conditions of Contract Forms And Agreements Page 20 Clause : 8.3.4	We request you to remove this clause	-do-
3 6	General Conditions of Contract Forms And Agreements Page 21 Clause : 10.3	We recommend in the event of dispute matter to be referred to arbitration. The parties shall mutually appoint sole arbitrator and arbitration proceedings to be governed under the Arbitration and Conciliation Act 1996.	Please refer GCC for Consultancy services.
3	General	We request you to remove this clause	-do-

7	Conditions of Contract Forms And Agreements Page 22 Clause : 10.4		
38	General Conditions of Contract Forms And Agreements Page 22 Clause : 10.5	We request you to remove this clause	-do-
39	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <ul style="list-style-type: none"> • Anti-Bribery & Anti-Corruption: <i>Each Party represents, warrants and undertakes that:</i> <ol style="list-style-type: none"> (a) <i>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</i> 	Integrity Pact to be referred as attached

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 sub-clauses (a) and(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.

- **Economic and TradeSanctions:**

As of the date of this Agreement the Client warrants that, (a) neither Client noranyofitssubsidiaries,oranydirector or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictivemeasuresissuedbytheUnited Nations, United States or European Union ("**Sanctions**"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client.ForsolongasthisAgreementisin effect, the Client will promptly notify consultant if any of these circumstances change, upon occurrence of which, consultant shall have the right to terminatetheAgreementimmediatelyin whole or in part for reasons of the Client'sbreach.

		<ul style="list-style-type: none"> • Non-Exclusivity: <i>The Client acknowledges that consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis until the Agreement is terminated in whole or in part for reasons of the Client's breach.</i> 	
40	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <p>Client Tasks</p> <p>The Client shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project:</p> <p>(a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any work permits, visas, licenses, consents, etc.; (d) arrange for all necessary material (including hardware, infrastructure, software licenses etc.)</p>	RFP Conditions prevail
41	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <ul style="list-style-type: none"> • Project Delay, Suspension or Cancellation: <p>If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or cancelled, then:</p> <ul style="list-style-type: none"> • all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and • Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation. <p>Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.</p>	-do-
42	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p>	-do-

		<p>Client acknowledges and agrees that to the fullest extent permitted by law: (a) in no event shall the Consultant be liable for any special, indirect, incidental, exemplary, or consequential damages or loss of goodwill including without limitation, loss of use, loss of profit, loss of production, loss of interest, business interruption, or the failure of essential purpose, even if Consultant has been notified of the possibility or likelihood of such damages occurring; and (b) without limiting the foregoing, in no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose</p>	
43	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <p>Termination Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under clause 4 (Client Task) for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.</p>	-do-
44	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <ul style="list-style-type: none"> • Deliverables:- Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non- conformity of the Deliverables vis-à-vis the 	-do-

		<p>Requirements. Upon receiving Client's notification, the Consultant shall rectify the non- conformity verified by it and resubmit the DeliverablestotheClientwithin15calendardays. The Deliverables shall be considered "accepted" uponsuchre-deliveryortheexpiryof10calendar days as stated above, whichever is earlier</p>	
45	General	<p>As per our Company requirements, we request the client to add the below mentioned clause to the agreement:</p> <ul style="list-style-type: none"> • GST <p>The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST),levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub- consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GSTrate on such invoice values to the Consultant.</p>	-do-

46	Page : 2 Clause : 1.1	We understand that the selected Consultant will be given the final georeferenced cadastral maps and information which is being prepared by SMP through implementation of the land records modernization and the selected consultant will prepare master plan based on the same. Please confirm.	Yes.
47	Page : 6 Clause : 2.5	Requesting the client to please clarify " Whether the project is exempt from GST or not? " Note that certain projects (involving "water, environment or ecological aspect") are exempt from GST as per Serial No. 3 of the Notification No 12/2017 – CTR.	No exemption.
48	Page : 8 Clause : 2.8 (Urban Planner cum Team Leader)	We request the Client to relax this criterion to minimum 15 years of experience as 25 years is very high.	RFP condition prevails.
49	Page : 8 Clause : 2.8 (Architect &Urban Planner (International))	Requesting the client to consider 12 years of total experience, with international experience of at least 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 1 km stretch outside India.	Bachelor Degree in Architecture with Post graduation in Urban/City Planning with international experience of minimum 15 years' in architecture and urban planning and atleast 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 2km stretch outside India.
50	Page : 8 Clause : 2.8 (Regional Planner)	Requesting the client to consider bidders experience of minimum 12 years' experience and international metropolitan planning experience for (min, population of 50,000), coordinating long term public-private planning and development strategies.	As per SMPK reply in SI 3
51	Page : 8 Clause : 2.8 (Smart City Expert)	Requesting the client to consider past 10 years' experience of the proposed expert, especially considering that implementation of smart solutions in urban areas is a recent development in India.	As per SMPK reply in SI 3
52	Page : 11 Clause : 2.10	Requesting the client to consider removing this criterion from minimum eligibility since usually transaction advisory services are not the core competence for engineering and master planning consultancies. The same may however, be considered for scoring in Technical evaluation.	RFP Condition prevails

53	Page : 14 Clause : 2.20	Requesting the client to consider Bank Guarantee towards Bid Security for the entire amount of the Consultancy services.	RFP Condition prevails
54	Page : 15 Clause : 2.21, 2.21.3	Considering the CoVid 19 related reduced capacity functioning of offices and diverse locations of the proposed experts; we request the client to consider e-sign for expert CVs along with their consent. The CVs can be signed in ink at the time of award of work.	Accepted
55	Page : 18 Clause : 2.21, 2.21.9	Requesting the client to please confirm if concept designs are to be submitted along with technical proposal or at a later date for the shortlisted bidders.	Yes, along with Technical proposal
56	Page : 21 Clause : 3.16(1A)	Requesting the client to consider 3300 Acres area for evaluation as mentioned in table in Page 12 of RfP clause 2.10 (iii) technical eligibility criteria.	As per SMPK reply in SI 17
57	Page : 21 Clause : 3.16(1B)	Requesting the client to please clarify if additional marks would be awarded for each additional project; Or if additional marks would be awarded for additional area in the same assignment on pro-rata basis, above the threshold of 3300 acres and for each 3300 acres addition thereof. For example, if we have a project of 3500 Ha area and 25 km waterfront, how would it be evaluated. Please clarify.	Additional marks will be awarded on additional project
58	Page : 21 Clause : 3.16(3)	Requesting the client to also allow experience of preparing Comprehensive Mobility Plans as eligible assignments.	RFP condition prevails
59	Page : 21 Clause : 3.16(4)	Requesting the client to please allow additional marks for additional amount of investment in a single project on pro-rata basis as is done in case of rest of the evaluation criteria	RFP condition prevails
60	Page : 43 Clause : 3 (1B & 5)	Requesting the client to please confirm if projects are allowed to be repeated for Category 1 B and Category 5 of the Technical Evaluation.	Refer SMPK reply in SI 17
61	Page : 24 Clause : 3.3	As per standard industry practice, we request the client to consider reducing the Performance Security to 5%.	Refer SMPK reply in SI 100
62	Page : 43 Clause : 3	We believe that all statutory fee required for approvals/clearances for pollution, environment, social, R&R etc. from the state and central government departments; as required for the project; would be directly borne by the client. The role of the consultant is limited towards providing technical assistance towards preparing of reports and all compliances. Please confirm our understanding.	All statutory fees/expenditure to be borne by the Client but the consultant have to prepare all reports, documents, maps etc required for approval, make presentation in front of the requisite agency, assist/ liaison and also have to obtain the approvals/sanctions/NOC.

63	Page : 43 Form : 8	Considering the fact that Financial Audit for 2019-20 is ongoing, we request the client to consider bidders experience form FY 2016-17 to 2018-19.	RFP Condition Prevails.
64	GCC Page : 10 Clause : 4.14	We understand that large consultancy organisation generally take insurances for their overall contracts under an Umbrella policy. This policy includes: 1. Professional indemnity – up to the contract value 2. Third Party – up to Rs 10 lacs 3. Workmen Compensation Requesting the client to please confirm if the same should be acceptable subject to attestation of client name on the policy documents.	Please refer GCC for Consultancy services attached.
65	GCC Page : 10 Clause : 4.16	Requesting the client to cap the limit of indemnity upto a maximum of contract value.	Please refer GCC for Consultancy services attached.
66	GCC Page : 10 Clause : 4.16	Requesting the client to cap all third-party liabilities to a maximum ceiling of INR 10 Lacs.	Please refer GCC for Consultancy services attached.
67	GCC Page : 19 Clause : 8.3	Requesting the client to give at least 30 days' notice period for termination of contract.	Please refer GCC for Consultancy services attached.
68	GCC Page : 21 Clause : 10.3	Requesting the client to consider the appointment of Arbitration panel with both, the client and the consultants' consent as per The Arbitration And Conciliation Act, 1996.	Refer SMPK reply in SI 36
69	Clause 2.4 Page 6	We request to consider 80:20 for just a prestigious project and amend the Clause as: Clause 3.1.7. QCBS procedure shall be adopted with 80% weightage to Technical Evaluation and 20% weightage to the Financial bid	Accepted
70	Clause 2.7 Page 7	We request to consider Bidder as Combine experience and capabilities of "Consortium of firms" instead of LEAD Member and ammend the clause as: Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case any bidder	Accepted

		possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a Consortium of Firms (the “Consortium Members”) in response to this invitation. The term bidder means the Sole Firm or the Consortium Members , as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	
71	Clause No. 9 & 10 Page III	<p>"We request to accept the Exemption of Fees for MSME Certified firms (Lead only may be required to have MSME registration certificate)</p> <p>And add the Clause as:</p> <p>The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017.</p> <p>(exempted)</p>	Combined experience also warrants that MSME definition should be considered as combined and not on individuality wise. The turnover of Rs 250 crores should not exceed in totally.
72	Clause 2.8.1. Page 10	We request you to please remove the penalty for the substitution if it is a genuine case like medical ground, resignation from the organisation etc. as per approval of the client.	Refer SMPK reply in SI 6
73	Clause:2.20 Page No.14	<p>Please accept an MSME Certificate for those firm /Company's registered with MSME And Bank Guarantee / Guarantee (PFI) from Public Finance Institutions, as Earnest Money Deposit for Bid Security amount INR 21.8 lakhs and amend the clause as:</p> <p>2.20.1. The bidders shall be required to deposit INR 21.8 Lakhs 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASADMOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand Draft or Bank Guarantee/Guarantee(PFI) from Public Finance Institutions, payable at Kolkata physically. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.</p>	Only Nationalized Banks to be accepted

		Details on PFI attached for reference. Also, Kindly share Bank Guarantee format with Bank Details for the Bid Security / EMD purpose							
74	Clause: 2.10 (i) Page No. 11	We request you to allow a Consortium of not more than four members (LEAD+3 Members) a) Individual or Consortium of not more than four members provided the lead member should have the one of the principal business in Urban Planning & Architecture, Engineering and Regulatory/PPP expertise. To have planned, designed and implemented major waterfront projects and/or Master Plan and/or Smart city Plan and/or Infrastructure Plan experiences of metropolitan scale.	RFP condition prevails						
75	Clause: 2.10 (i) Note: 2 (ii) Page No. 11	Please accept a parent company mentioning more than 50% equity is with parent company instead of declaration from parent company in event the bidder is declared as successful consultant. Joint and several liabilities from the parent International firms are very difficult.	RFP condition prevails						
76	Clause: 2.10 (iii) Page No. 11	Please modify the Technical Eligibility Criteria clause as: (a) The bidder or in case of the consortium, the Lead member should have prepared a Master Plan/Development Plan of minimum urban area of 3300 acre during last 10 years i.e. from 2.11.2010 till Proposal Due Date and. Here the combined experience of the Consortium Members should be considered. The bidder or in case of the consortium, the lead member should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5Km during last 10 years i.e. from 2.11.2010 till Proposal Due Date and the water front can be Sea front, Lake front and River front. Here the combined experience of the Consortium Members should be considered	Refer SMPK reply in SI 17						
77	Clause no. 2.10 (iii) Page No. 12	We request to please accept the combined experiences of "Consortium members", and also allow the Ongoing projects and amend the Clause as: <table border="1" data-bbox="323 1300 1079 1433"> <thead> <tr> <th>SL No</th> <th>PROJECT FOR EXPERIENCE</th> <th>COMPLETION / ONGOING MEANING</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>The Lead Bidder (combined</td> <td>The entire scope of</td> </tr> </tbody> </table>	SL No	PROJECT FOR EXPERIENCE	COMPLETION / ONGOING MEANING	1	The Lead Bidder (combined	The entire scope of	Refer SMPK reply in SI 17
SL No	PROJECT FOR EXPERIENCE	COMPLETION / ONGOING MEANING							
1	The Lead Bidder (combined	The entire scope of							

		<p>experience of the consortium members) should have prepared Master Plan/ Development Plan having a minimum area of 3300 acre during last 10 years i.e. from 2.11.2010 till Proposal Due Date</p>	<p>planning should have been completed up to stage of submission of revised Draft Master Plan for publication and substantiated by reference letter or completion letter from the client</p>
	2	<p>The Lead Bidder (combined experience of the consortium members) should have planned a waterfront development with mixed land use on an area of 350 acre with a minimum waterfront of 5Km. The project can be Indian or International.</p>	<p>The entire scope of planning should have been completed as substantiated by reference letter or completion letter from the client</p>
		<p>The bidder should have prepared DPR and transacted (award of work) 3 projects on Water supply / Sewerage & Drainage/ SWM/ and 1 DPR on Road & Transport each of minimum of Rs. 150 Crores (Rs. 1500 million) and Rs 100 Crores (Rs 100 million) respectively during last 7 years</p>	<p>The work should be completed till the letter of award for the proposed works substantiated by reference letter or completion letter from the client</p>

		Bidder should have worked as Consultant for one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000 million)	The work should be completed till the letter of award/allotment to the beneficiary and realization transaction amount/money, as substantiated by reference letter or completion letter from the client	
78	Clause 2.21.3. Page 16	We request you to accept the Experts Scan signature in CV during the bidding stage due to this Panademic diseaseCovid-19		Accepted
79	Clause 3.1.6 Page 21	We request to please accept the experiences of “Consortium members”, and amend the Clause as 1) The LeadMember Bidder should have prepared A. Master Plan/Development Plan of an area of 3300Ha. For one project, 5 marks will be awarded. For every additional similar project or additional 3300Ha area, an additional 2marks will be awarded for every additional project of 1500Ha with a cap of maximum of 10 marks.		Refer SMPK reply in SI 17
80	Clause 3.1.6 Page : 21	We request to please accept the combined experiences of the “Consortium members”.		Refer SMPK reply in SI 17
81	Clause 3.1.6 Page : 21	We request to please accept the combined experiences of “Consortium members”, and accept maximum 3 Projectsexperience of last 15 years and project value to be reducedRs 150 Crores. Also ammend the clauseas Bidder should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 150 Crores (Rs 1500 million)each 5 marks		Refer SMPK reply in SI 17

82	Clause 3.1.6 Page : 21	We request to please accept the combined experiences of "Consortium members" . Also ammend the clause as 3) Bidder should have prepared DPR on comprehensive Traffic and Transportation studyone project of minimum of Rs. 100 Crores (Rs1000 million) For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 3marks.	Refer SMPK reply in SI 17
83	Clause 3.1.6 Page : 21	We request to please accept the combined experiences of "Consortium members" . Also ammend the clause as 4) Bidder should have worked as Consultant for one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000million) For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.	Refer SMPK reply in SI 17
84	Clause 3.1.6 Page : 21	We request to please accept the combined experiences of "Consortium members" . Alsoammend the clause as 5) Bidder Should have National/International experience of a water front development project with mixed land use with minimum 50 ha area and have min 2 km water front For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 4 marks. The water front should increase inproportiontoprojectareaEvaluationcriteriashallbesame as sr.no 1	Refer SMPK reply in SI 17
85	Clause 3.3 Page 24	We request you to reduce the amount equivalent to 5% of the accepted cost of consultancy.	Refer SMPK reply in SI 100
86	CORRIGEN DUM-I: Dt. 10.11.2020	Please clarify, do we have to upload in Bid stage.	Yes
87	DATASHEET Clause No.7 Page III	We request you also to please extend the submission date at least 21 days from the date of receipt of pre-bid reply.	An extension of 45 days from Pre bid query replies

88	KEY PERSONNEL EL Clause 2.8 Page 8	We request to modify the Qualification Criteria as Bachelor Degree in Engineering /Architecture / any equivalent degree with any post graduation in Urban / city planning with minimum of 25 years international experience of atleast 2 mixed landusewaterfront public space design of minimum 100 Ha (247.10 acre) area and 5 km stretch outside India.	Refer SMPK reply in SI 3
89	KEY PERSONNEL EL Clause 2.8 Page 8	We request to modify the Qualification Criteria as Bachelor Degree in Architecture/Engineering/equivalent degree with Post graduation in Urban/city Planning/equivalent . Also confirm whether he/she should be international passport holder or any Indian with International experience can be an International Expert	Refer SMPK reply in SI 3
90	KEY PERSONNEL EL Clause 2.8 Page 8	We request to modify the Qualification Criteria as Post-Graduation in Environmental Planning/ Engineering /Environmental Science with minimum of 10 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).	Environmental Science accepted rest RFP condition prevails
91	KEY PERSONNEL EL Clause 2.8 Page 8	We request to modify the Qualification Criteria as Bachelor Degree in Civil Engineering with Post graduation in any Civil Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation Planning, designing/DPR preparation and facilitation of projects with minimum area of 100 ha (247.10 acre) in India.	Refer SMPK reply in SI 3
92	KEY PERSONNEL EL Clause 2.8 Page 8	We request to modify the Qualification Criteria as Masters in Social Sciences or MSW / Equivalent with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.	RFP Condition prevails
93	KEY PERSONNEL EL Clause 2.8 Page 9	We request to accept the Team Leader CV with Consent letter and undertaking to enter a dedicated full-time contract to work on this project after wining with the Consulting Firm.	Refer SMPK reply in SI 4
94	ELIGIBILITY CRITERIA Clause 2.10 Page No. 11	Kindly increase the Turnover and amend the following clause as: (ii) Financial criteria: The bidder should have an average annual turnover of last 3 financial years INR Rs. 40 crores (forty crores). Lead bidder	RFP Condition prevails

		has to meet this turnover criterion. All consortium members shall provide certified chartered accountant. In order to refine the bidding process and allow for only capable consultants to bid for the same, kindly increase the turnover to atleast INR 20 Crores.	
95	ELIGIBILITY CRITERIA Clause: 2.10 (i) Page No. 11	We request you to accept the LEAD firm establishment in India as per Eligibility Criteria clause 2.10(i) b and, Consortiums may either established in India or a body corporate incorporated under the applicable laws of its origin.	RFP Condition prevails
96	ELIGIBILITY CRITERIA Clause 2.10 (iii) Technical Eligibility Criteria Page 12	We Request you to accept Work Order or Contract Agreement with Payment Certificate certified from Auditor, if Client Completion Certificate not available.	Accepted
97	Time & Stage Payment Schedule Clause 4.2 Page 44	We request to release 30% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs. Also from initial stage 1% of payment should be released each month atleast as Monthly payment till work completes.	RFP Condition prevails
98	General	We understand that Financial Proposal is to be submitted only online as per 'BOQ' upload in e-portal. Financial Proposal Form-14A, Form - 14B and Form-15 are not required to be submitted either in hard copy or soft copy as mentioned in RFP page 77 - 80, Please confirm.	Yes Only Shortlisted bidders needs to submit the same.
99	General	We request you to allow us a Site visit for Next week.	Accepted
100	Performance Security Clause 3.3 Page 24	We request to please consider the Performance Security upto 3% as per Memorandum Dated the 12th November 2020, New Delhi No. F.9/4/2020-PPD Government of India	Accepted

		Ministry of Finance Department of Expenditure Procurement Policy Division Copy of Memorandum attached for reference	
10 1	DATASHEE T Page III	Area proposed for Detailed Master plan, Infrastructure design, Marketing Strategy and Implementation Road Map is approximately 10% of the area mentioned under the Area proposed for Concept Design. Please confirm that the Master Planning will be limited to 429 acres only and also confirm if the topographical map of the Concept and the Design Area shall be made available to the prospective bidders. In order to submit our best Techno Commercial bid, it is requested that the last date of submission be extended to 21 working days from publication of Reply to Pre Bid Queries.	Yes. Geo-referenced Base Map with contours will be provided. Detailed Topographic survey for 429 acres has to be done by Consultant.
10 2	Clause 1.2 Page 1	The Ministry of Shipping and Ports has repeatedly stressed the need for unlocking the value of land available with the ports and utilise it for the development of industries, cargo handling capacity etc as part of the port led development plans. However, in the present proposal, there is no mention regarding the same. Emphasis of the assignment is more towards non-industrial and non-port-related activities. In line with the Government's aim towards port led development, please clarify that the same shall be considered to the maximum extent possible in the 429 Acre area with the rest being made available for mixed used purposes.	Entire proposal shall be developed keeping in mind Port operation, sustenance and enhancement.
10 3	Page 1	Please confirm that KoPT will arrange for necessary permits to enter custom bound area for carrying out the planning.	Yes
10 4	Clause 2.4 Page 6	It is requested that QCBS 80:20 be considered in view of the technical nature of the assignment.	Accepted
10 5	Clause 2.8 Page 9	Please confirm that apart from the personnel mentioned in Clause 2.8, the other personnel shall work from offsite locations. Also please confirm that no separate schedule of cost needs to be submitted for these additional personnel. It is requested that KoPT should provide the necessary office space along with necessary support infrastructure for execution of the assignment. For Services Contract, it is the responsibility of the Tendering Authority to provide necessary office space and other basic amenities like furniture, electrical	Yes

		connections, printers, scanners, ACs etc. for carrying out the assignment.	
10 6	Clause 2.10 Page 11	Please confirm that planning of smart cities shall be considered under this clause.	No
10 7	Clause 2.10 Page 11	It is requested to relax minimum 5 KM waterfront development length and modify it to " should have planned a waterfront development with mixed land use on an urban area of 350acre "	Refer SMPK reply in SI 11
10 8	Clause 2.10 Page 11	Please confirm that for the purpose of fulfilling Technical Eligibility Criteria, any of the consortium member can fulfill any of the technical criteria.	Refer SMPK reply in SI 17
10 9	Clause 2.11 Page 12,13	Grant Thornton is currently working as consultants for Strengthening of PMU for Project Monitoring and Procurement Services, aligned with the Engineering Departments. As of now we are not involved in any procurement related activities with the Estate Division. Please confirm that we are eligible to participate in the Tender singly or as part of a Consortium.	Cannot participate
11 0	Clause 3.1.6.1 Page 20, 21,22	<p>Master plan has to be developed for an area of 429 acres. Accordingly, the requirement of Master Planning for 3300 ha seems too high in proportion to the requirement of the assignment. The suggested evaluation criteria takes into account both the acreage as well as complexity of projects.</p> <p>The requirement of transactions specific to Water supply / Sewerage or Drainage / Solid Waste Management in the context of the present assignment is restrictive. Hence it is requested to be deleted.</p> <p>The requirement of undertaking specific Traffic and Transportation study in the context of the present assignment is restrictive. Hence it is requested to be deleted.</p> <p>The requirement of international experience in the context of the present assignment is restrictive. Hence it is requested to be deleted.</p> <p>The proposed personnel to be deployed in the office of KoPT will need to be present for a period of 5 years which might be difficult if persons of experience between 20 to 25 years are required to be deployed. We therefore request that the experience be changed to 12 years for the Team Leader and</p>	RFP condition prevails. Staff Deployment at site will be during Implementation phase of the project as per RFP. Also refer SMPK reply in SI 5 for modifications.

		between 7 to 10 years for therest. The proposed Technical Evaluation Criteria	
11 1	Clause 3.2.7 Page 24	The proposed personnel are already associated with other projects. In order for them to be mobilized for the present project, they need to be demobilies from the current projects and deputed to the current project. It is therefore requested that 30 days be allowed for mobilisation of the manpower.	All manpower has to be present during Agreement signing.
11 2	Section 5 APPENDI X- I TERMS OF REFEREN CE(TOR) Clause No-3 Page 43	Please confirm that obtaining Statutory Clearance shall be the authority's responsibility of SMP. The role of the consultant shall be limited to only providing necessary assistance.	Refer SMPK reply in SI 62
11 3	Section 5 APPENDI X- I TERMS OF REFEREN CE(TOR) Clause No-4 Page 43	The timelines at Sl. No 8 and 9 are T+12 and T +14 respectively. Please confirm if they are correct	Yes
		It is requested to authority that mobilisation advance of 10 % be considered after signing of the agreement, which shall be adjusted against subsequent milestone payments. Also, to maintain regular cash flows, it is requested that 18% of the Project Cost be released as Quarterly Retainer ship Fees for the 18 month period during Phase I. The proposed Payment Schedule, taking into account the above is given in Table 1 below.	RFP condition prevails
11 4	Section 5 APPENDI X- I TERMS OF REFEREN CE(TOR) Clause No- 4.2 Page 44	In order to maintain the Delivery Timelines, please confirm that reports shall be approved within 5 working days of submission at various stages of the deliverables. It Is advisable that for speed up of the project the approval of each deliverable should be 5 working days, beyond that period the consultant shall presume that the submitted document was approved by the authority and shall prepare the next deliverables and claim the milestone also. Also, please confirm that delay in submission of reports on account of delays in approval of Draft Reports, other necessary approvals from the authorities and / or events and circumstances beyond the reasonable control of the consultant, shall be outside the purview of the relevant clauses	RFP condition prevails RFP condition prevails

		8 of General Conditions of Contract read with various subsections of the clause and other clauses elsewhere in the RFP.							
11 5	Clause No- 2.10 I (a) Page 11	We request that in addition Consortium and JV, associations may also be allowed. Accordingly, it may be mentioned that, <i>“The Bidder may be a private, public or government-owned legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association: All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified.”</i>	RFP condition prevails						
11 6	GCC	The GCCs mentioned in the RFP are in the nature of GCCs for Works Contract. Kindly review the same and substitute with GCCs for Services Contract	Please refer GCC for Consultancy services attached.						
11 7	GCC	In addition, the observations as above, we request you to kindly incorporate the following clauses under the General Conditions of Contract. <table border="1" data-bbox="323 873 1079 1442"> <thead> <tr> <th>Clause</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Payment of Invoices</td> <td> <ul style="list-style-type: none"> • Payment against invoices raised shall be made within a period of 7 days of receipt of the invoices through mail or physical delivery, whichever is earlier. • In the event of nonpayment of invoices within the stipulated time, the Agency shall be entitled to late payment charges of two percent (2%) per month. </td> </tr> <tr> <td>Payment of Additional Fees</td> <td> <ul style="list-style-type: none"> • The Agency shall charge additional professional fees as mutually agreed, if events beyond the Agency’s control (including the SIDBI’s acts or omissions) F4affect the Agency’s ability to perform the </td> </tr> </tbody> </table>	Clause	Description	Payment of Invoices	<ul style="list-style-type: none"> • Payment against invoices raised shall be made within a period of 7 days of receipt of the invoices through mail or physical delivery, whichever is earlier. • In the event of nonpayment of invoices within the stipulated time, the Agency shall be entitled to late payment charges of two percent (2%) per month. 	Payment of Additional Fees	<ul style="list-style-type: none"> • The Agency shall charge additional professional fees as mutually agreed, if events beyond the Agency’s control (including the SIDBI’s acts or omissions) F4affect the Agency’s ability to perform the 	Please refer GCC for Consultancy services attached.
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			<p>services as originally planned or if the SIDBI asks the Agency to perform additional tasks or services.</p>	
		<p>Reimbursement of Legal Expenses</p>	<ul style="list-style-type: none"> • Unless expressly provided for in the Scope of Work, Services shall not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, the Agency's reasonable costs, expenses and time spent in the SIDBI's legal and regulatory matters or proceedings, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulatory inquiries, made at either the SIDBI's request or by subpoena or equivalent, shall be billed to the SIDBI separately at the Agency's then-current rates. The terms of this paragraph shall continue to apply to such third party proceedings that arise after the termination of this Agreement. 	
		<p>Mutual Termination Clause</p>	<ul style="list-style-type: none"> • The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the party in breach shall have the right to cure the breach within the notice period. Upon termination of the engagement, 	

			<p>theSIDBI will compensate the Agency under the terms of the Engagement Letter for the services performed and expenses incurred for the period to the effective date of termination.</p> <ul style="list-style-type: none"> • The Agency shall have the right, at its option, to suspend or terminate the provisions of services in the event that the Agency's undisputed invoices are not paid within the contractually agreed period. 	
		<p>Limitation of Liability</p>	<ul style="list-style-type: none"> • The aggregate liability of the Agency, its partners, directors, Agencies, employees, agents, affiliates and other personnel for damage shall be limited to the amount of the fees that the Agency has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregate liability shall not exceed the amount received by the Agency in the immediately preceding year. • For the purpose of the assignment, "damage" shall mean the aggregate of all losses or damages and costs suffered or incurred, directly or indirectly, by the SIDBI under or in connection with the Engagement or its subject matter (as the same may be amended or varied) and any report prepared pursuant to it, including as a result of breach of contract, breach of statutory duty, tort (including negligence), or other act or omission by the Agency. • The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty or gross negligence of the Agency or in 	

			<p>respect of liabilities which cannot lawfully be limited or excluded.</p> <ul style="list-style-type: none"> • It is agreed that, having regard to the Agency's interest in limiting the personal liability and exposure to litigation of its personnel, the SIDBI will not bring any claim in respect of any damage against any of the Agency's personnel personally. • Subject always to the aggregate limit of liability specified in the first paragraph above, the liability of the Consultant to the Client in connection with any report or communication relating to this assignment and/or prepared pursuant to it shall be limited to the proportion of the total damage, which may justly and equitably be attributed to the Agency, after taking into account contributory negligence (if any) of the SIDBI. 	
		Confidentiality	<ul style="list-style-type: none"> • The Agency shall not disclose any confidential information which it obtains as a result of acting for the SIDBI to any third party other than its partners, directors, Agency's, employees, agents, affiliates, other personnel, experts and Agency's or advisors on a "need to know" basis and who are bound by appropriate confidentiality and non-disclosure obligations. • In the event that the Agency or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Agency wishes to disclose to its professional indemnity insurers 	

			<p>or to its advisors, the Agency agrees that it will, as far as is legally and practically possible, provide the SIDBI with prompt notice of such request or requirement in order to enable the SIDBI to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Agency or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p> <ul style="list-style-type: none">• The Agency shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Agency's confidentiality obligations shall continue indefinitely whilst such confidential information is retained.• Unless specifically governed by statute or regulation, the report and deliverables issued by the Agency in accordance with the Engagement Letter are strictly confidential and for use by the SIDBI for the purpose specified in the Engagement Letter. Further the Agency shall not be responsible for the use or implementation of the output of the services. The reports and other deliverables may not be used, reproduced or circulated for any other purpose, whether in whole or in part, without the Agency's prior written consent, which consent shall only be given after full consideration of the	
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			<p>circumstances at the time and on the understanding that the Agency owes no duty of care to any party other than theSIDBI.</p>	
		Indemnification	<ul style="list-style-type: none"> • The SIDBI shall indemnify and hold harmless the Agency against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended (“Claims”), directly or indirectly by reason of Agency’s performance underthis Engagement or from having performed any services to the SIDBI, except in the event of fraud, gross negligence, or wilful misconduct on the part of the Agency. However, the SIDBI shall not be liable for any special, consequential, or incidental damages (including but not limited to damages for loss of goodwill and the like) arising out of thisEngagement. • The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Agency and the SIDBI until the expiryof the relevant statute of limitation applicable to anyclaims. 	
		Non-exclusivity	<ul style="list-style-type: none"> • The parties acknowledge that the Agency shall have the rightto provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Agency in its sole discretion deemsappropriate. 	
118	Payment Schedule			Refer SMPK reply in SI 18

1 S L N O	2 DELIVERABLES	3 DURATION	4 % OF PAYMENT as per RFP	5 Suggested Payment Terms
	Kick Off	T + 0 Months		Mobilization Advance
Part-I Overall Concept Master Plan for 4122 acre (±20%)				
1	Mobilisation Advance	T + 0 Months	NIL	10% (to be adjusted against subsequent Invoices)
2	Stage –I : Preparation of Inception report	T + 0.5 months	1 %	NIL
3	Stage-II: Interim Report-Study of existing situation	T + 2 months	3 %	3%
4	Stage-III a. : Draft Conceptual Master plan	T + 3 months	5 %	3%
5	Stage-III b. Preparation of Final Vision & Concept Plan	T + 4 months	8 %	6%
Part- II Detailed Master Planning for 429 acre (±20%) of Township Redevelopment area				
6	Stage – V a: Detailed draft Master plan of Kolkata Port Township Complex-I	T + 8 months	5%	3%

		7	Stage – V b: Finalization of the Detailed draft Master plan of Kolkata Port Township Complex-I	T + 9 months	8%	5%
		8	Stage VI- Detailed Infrastructure design	T + 12 months	6%	4%
		9	Stage VII: Preparation of DPRs and Tender Documents	T + 14 months	10%	7%
		10	Stage VIII : Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 12 months	3%	5%
		11	Award of works	T + 18 months	2%	2%
		12	Quarterly Retainer ship Fees	Upto T+18 months	NIL	18%
		13	Implementation & Periodic Supervision	T + 19 months to 60 months	1% every month (for 41 months)	41%

		14	Final Completion Report	T+ 60 months	3%	3%				
		Total		T+ 60 months	100%	100%				
11	Evaluation Criteria	Sr. No	Particulars	Max Marks	Criteria		Sr. No	Particulars	Max Marks	Criteria
9		Section A : Financial Capability of the Bidder following :			10 (Total)		o.	Section A : Bidders relevant experience- will consist of the following :		
		1	Financial Capability of the Bidder	10	Average turnover for the last 3 Financial Years More than 225 Crore –10 More than 175 Crore –06 More than 125 Crore –03		1 A	The Bidder or the Consortium should have prepared project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/river ine/city development ecosystem of minimum urban area of 1000 acres		
		Section B : Bidders relevant experience- will consist of the following :			30 (Total)					
		1	The Lead Member should have relevant experience in preparing Master Plan / Development Plan	15	1. Total area for which Master Planning has been done 450 acre – 8 400 acre – 5 300 acre – 3 2. Experience of managing development of Project with an area more than: 500 Acre –7 350 Acre –4 300 Acre –2		1 B	The Bidder or the Consortium should have prepared Smart city plans in India or abroad		
		2	Should have assisted in Investment Promotion / investment realisation /	5	For one project, 3 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.					

		Leasing / Selling of land in industrial / commercial project. Only completed transactions shall be considered for the purpose.			2	The Bidder or the Consortium Should have international experience of a water front development project with mixed land use with minimum 100 acre area and have min 2 km water front	6	For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 6 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 100 acre or more &min waterfront 2 Km – 3 marks (b) Two projects of 100 acre or more &min waterfront 2 Km each – 3 +1 Marks (c) One project of 200 acre or more &min waterfront 4 Km – 3 +1 marks (d) Two projects of 200 acre or more &min waterfront 4 Km each – 3+3 Marks		
	3	Experience of providing procurement support for Infrastructure projects. The firm should have undertaken Large scale specialist procurement advisory, procurement management support services covering Goods, Services and Works. Including procurements on GEM and as per guidelines/norms as prescribed by Worldbank, and GFR The services should have included preparing/assisting in procurement plan development, procurement policy,	10	Single assignment of Consulting Value More than 5 Crores - 10 More than 2 Crores, less than 5 Crores - 6 More than 50 Lacs, less than 2 Crores -4			3	Bidder or the Consortium should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	3	For 3+1 DPRs, 2 marks will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 3 marks Eg. Explanatory Examples: (a) 3 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each+ 1 DPR on Traffic and Transportation of 100 cr– 2 marks (b) 4 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 2 DPR on Traffic and Transportation of 100 cr– 2+0.5 marks (c) 5 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 3 DPR on

			identification and suggestions on appropriate procurement methods for different procurement types, SBD, standard operating procedure, assistance in mapping, suggesting and implementing good procurement practices and assistance in bid process management & contract administration through an in-house developed online dashboard				Traffic and Transportation of 100 cr– 2+1 marks	
				4	Bidder should have assisted in Investment Promotion / investment realization / Leasing / Selling of land in industrial / commercial/ residential project. Only successfully completed transactions /projects duly certified by the organization for whom the project has been executed shall be considered for the purpose. Atleast one Real estate project of minimum investment of Rs. 500 Crores (Rs 5000 million)	8	For one project, 2 marks will be awarded. For every additional similar project, an additional 2 marks will be awarded with a cap of maximum of 8 marks.	
	C	Section C:	Relevant Experience of the key personnel will consist of the following :	30 (Total)				
	Sl. No.	Particulars	Maximum Marks	Criteria	5	Projects related to program / project management	2	1 marks for meeting the minimum eligibility criteria. For each additional completed similar project an additional 0.5 Mark shall be awarded upto a maximum of 2 marks.
	i	Urban Planner-cum-Team Leader	4	If the key person fulfills the minimum Qualification Criteria prescribed in "Key Personnel Table" 4 marks will be allotted. For every additional Master Plan project preparation experience of	5	the assignment for a Government client in India or abroad involving activities such as overall monitoring and/or evaluation of project		

			Ha, 2 marks will be allotted to a maximum of 8 marks.		implementation/contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years			
	ii	Architect & Urban Planner (International)	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 3 marks will be allotted. The additional 1 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table".	6	Bidder or the Consortium should have minimum average annual turnover above 100 Crores	6	For an average annual turnover above 100 Crores for every additional 50 Crores an additional 1.5 marks will be awarded with a cap of maximum of 6 marks.
	iii	Regional Planner	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for international experience of Metropolitan planning project as mentioned in "Key Personnel Table".	6	Section B : Relevant Experience of the key personnel will consist of the following :	35 (Total)	
	iv	Environment Expert	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table".	i	Team Leader	8	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 Ha (1235.53 acre), 2 marks will be allotted to a maximum of 8 marks.
	v	Smart City Expert	2		ii	Architect & Urban Planner (International)	4	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use
	vi	Architect & Urban Designer	2					
	vii	Regulatory, Legal and PPP Expert	2					

			mentioned in "Key Personnel Table",
		C	Section C:
			25 (Total)
		i	Proposed Approach and Methodology
			10
			Marks shall be awarded based on the quality of approach and methodology, work plan by the bidder
		ii	Presentation on Concept design
			15
			Bidder has to make a presentation on the Concept Design, Approach & Methodology and Work Plan on a specified date
		TOTAL MARKS	
		100	
		<p>3.1.6.2</p> <p>a. The technical evaluation on the basis of Section A, Section B and Section C shall be carried out by SMP, Kolkata.</p> <p>b. The bidder who obtains minimum of 70 marks out of 100 marks in Technical proposal will be considered as selected Bidder. And for those technically selected Bidders only the Financial Proposal will be opened.</p> <p>3.1.6.3Presentation of the Concept Design:</p> <p>The bidders have to submit their Approach, Methodology and Work Plan and Concept Design along with Technical proposal as per clause 3.1.6.2. Bidders will be called for a presentation on Technical proposal and Concept Design. The bidders will be evaluated on 100 marks and only the bidders securing minimum 70 marks will be declared as technically qualified bidders. These technically qualified bidders shall then be called for the opening of Financial proposal.</p>	
120	Page : 9 Clause : 2.8	Can the Team Leader be a resident of outside India?	Yes but Team Leader has to be available at Site for most of the project duration.
121	Page : 10 Clause : 2.8	Can we have a local senior Graduate Architect with Post Graduate in Urban Planning with Minimum 20 years of experience be stationed at the site office instead of an International Team Leader.	Yes

12 2	Page : 10 Clause : 2.8	Do all the Key Personnel have to be present for this meeting?	Yes
12 3	Page : 11 Clause : 2.10 & 3.1.6	We are an international company having an office in India which is a wholly own subsidiary of the parent company. Can the Indian company bid as a lead of the consortium using the projects, financials and team of its parent company?	Yes but declaration form Parent company to be submitted as per RFP
12 4	Page : 11 Clause : 2.10 & 3.1.6	In case of an International company having an office in India, can the Indian office bid on behalf of the international company? Or do both companies have to be part of the consortium?	Consortium
12 5	Page : 11 Clause : 2.10 & 3.1.6	The project area for minimum eligibility criteria is different on Page 11 and Page 21. Is the project area required for qualification 3300 Acres or Hectares?	Acres
12 6	Page : 12 Clause : 2.10(iv)	In the past in the absence of Completion certificates, we have submitted published articles, links to videos, to prove that the project is completed and designed by our firm. Will this be allowed?	Yes
12 7	Page : 12 Clause : 2.10(vii) c	Currently our company is engaged in an arbitration proceeding with a client challenging the wrongful termination by our client. The arbitration process is underway and there has been no imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement. We can submit a letter from our lawyers confirming the same. Will this document be sufficient? And can we bid for this project?	RFP Clause : 2.10 (vii) c prevails hence cannot participate in bidding process
12 8	Page : 14 Clause : 2.20	Can any member of the consortium pay the bid security? Or does the bid security have to be paid only by the Lead member of the consortium.	Yes any member of consortium can pay.
12 9	Page : 14 Clause : 2.20	Our firm is registered with MSME (Ministry of Micro, Small and Medium Enterprises). May we request that the EMD amount is waved for firms registered with MSME. We will submit a the registration letter as proof.	Refer SMPK reply in SI 71
13 0	Page : 16 Clause : 2.21.3(v)	We request that this clause be relaxed. With stringent qualification criteria, it will be hard to find an experienced team and also younger in age.	RFP condition prevails

13 1	Page : 21	Is the project area required for qualification 3300 Acres or Hectares?	Acres
13 2	Page : 11, 21 Clause : 2.10, 3.1.6	Is the project area required for qualification 350 Acres or Hectares?	Acres
13 3	Page : 21 Clause : 3.1.6	Is the project area required for qualification 50 Acres or Hectares?	Refer SMPK reply in SI 119
13 4	Page : 18 Clause : 2.21.9	We understand that the Approach and Methodology need to be a part of the Technical Submission. Does the Concept proposal need to be a part of the approach methodology document as stated in point b of the relevant point in the RFP? Point C then states that the presentation will be made only by shortlisted consultants.	Refer SMPK reply in SI 119
13 5	Page 23 Clause 3.1.6.3.	How much time will be provided to the shortlisted bidders for preparation of the design presentation after the opening of the technical bids?	Refer SMPK reply in SI 119
13 6	Page 24, Clause 3.3	Typically for large projects like these, Performance Security is 2.5% of the total accepted cost consultancy. We would request that the Performance Security of 10% be reduced to 2.5%.	Refer SMPK reply in SI 100
13 7	Page 42 Clause 2.9.1	Do all the Key Personnel (experts) have to be present for periodic supervision? If not, can we define the maximum number of experts that will be required for each site visit? This will help us calculate travel costs accurately.	No. To be calculated internally.
13 8	Page 44 Clause 4.2	May we request that a "Technical Committee" comprising of all relevant experts is instituted at SMP Kolkata that is responsible for approvals of submittals and approval of invoices issued by the Consultant.	Accepted
13 9	Page 73 Form 10	We are an international company having an office in India which is a wholly own subsidiary of the parent company. Do we still need permission to work in India.	No
14 0	Page 77	This form mentions that this form needs to be submitted only by shortlisted consultants. Does that mean we don't need to submit this online on 10.12.2020 along with the Technical Submission?	Yes
14 1	Page 92	The GCC seems to be written for Contractors rather than Consultancy work that will be	GCC for Consultancy services attached

		provided by the Consortium. May we request that the GCC or TOR be modified to suit the scope of the consultancy as per this RFP.	
14 2	GCC Page 21	May we request that in case of a depute refereed to a panel of arbitrators, that panel is jointly chosen by SMP and the Consultant. No party should have the sole right to choose a panel/ or a sole arbitrator.	As per GCC for Consultancy services attached.
14 3	Clause 2.4 page 6	Request to change to 80 (T): 20 (F) for technically qualified consultants to participate in the tender	Accepted
14 4	Clause 2.6 Page 6	<ul style="list-style-type: none"> Request to extend the proposal submission date to atleast 20 days from the date of issue of Bid clarifications fromSMP Presume, the presentation would be after thesubmission of bid by the bidders and SMP would provide atleast 10 days advance notification for the bidders for the presentation. The presentation would be onweb. <p>Confirm</p>	<ul style="list-style-type: none"> Refer SMPK reply in SI 87 Yes. Bidders have to be present physically for the presentation.
14 5	Clause : 2.6.3 Page 7	As concept designs would involve time, request to consider the presentation on Approach and Methodology only for the present proposal bidders evaluation.	Refer SMPK reply in SI 134
14 6	Clause : 2.8 page 8	<ul style="list-style-type: none"> Request to consider engineering/management professional with exp. of Team Leader for at least one single infrastructure Project of 200 crores also as this position mainly require management ofproject. <p>Consideration of exp. in 200 Crores infrastructure project is requested for Infrastructure, Environment, Smart City Experts, Transportation Planner also is requested apart from area criteria only</p>	Refer SMPK reply in SI 3 for rests RFP condition prevails
14 7	Clause 2.10, Page 11	<ul style="list-style-type: none"> Kindly make it any member of the consortium Kindly make it 10 years as per standard practice <p>Kindly allow self declaration also in case of non availability of complete description in clients certificate within this short period</p>	Refer SMPK reply in SI 134 RFP condition prevails No self declaration allowed. Some proof of project completion has to be provided like Payment receipts, State/Central Government approvals etc in absence of Completion letter from Client.
14 8	Section A, Page 21	Believe all units to be read as Acres instead of Ha. Kindly confirm	Refer SMPK reply in SI 131, 132, 133
14 9	Clause 2.8.1. page 10	As retaining the resources is difficult due to challenging environment, request to exclude this clause.	Refer SMPK reply in SI 6

150	Clause : 2.21.9 page 18	As the presentation is to be made after the technical evaluation, presume, that, the presentation would not carry any marks in the technical evaluation. Confirm.	Presentation carries marks.
151	APPENDIX-I TERMS OF REFERENCE (TOR)- page 28	Presume, that, such stake holder consultations work shop / meeting would be organized by SMP. confirm.	Consultant has to arrange the workshops/meetings with stakeholders. SMP will only facilitate.
152	Clause 2.2 page 29- Stage-II: Study of existing situation	Request to specify the extent of contour interval of the base map;	0.5m
153	Clause 2.3 - Stage-III: Conceptual Master plan for 4122 acre area	<ul style="list-style-type: none"> Presume, that, no primary investigations needs to be carriedouttoassesstheexistingcondition,thisisbased on secondary data or Visual inspection only.Confirm. DoesSMPPhasdetailedtrafficforecastandmasterplan for port and port operation for next 20 / 30years? Is Port VISION PLAN a part of thisstudy?	Sample primary survey has to be carried out. Yes. Broad Vision of the Port has to be framed.
154	Clause 3- page 43- Approvals and Statutory requirements	Presume, SMP would engage separate EIA consultants for obtaining the necessary EC approvals from the concerned authorities; Confirm.	No. Consultant has to engage EIA consultants at their end SMP will reimburse the fees towards engagement of EIA consultant.
155	Limitation of Liabilities	Kindly limit the liabilities of Consultant up to 100% of its Fee	As per GCC
156	Page : 9, Clause 2.8 (ii)	The payment schedule is typically based on Milestone basis and there is only "monthly payment" option for the Implementation and Periodic Supervision work for 41 months. But this clause typically requires placement of key professional at SMP's office in Kolkata thereby making them dedicated resources for the project. Hence, there should be provision of monthly payments across the term of the consultancy so as to secure such dedicated placements.	Refer SMPK reply in SI 118 Furnished office space to be provided.

		<p>It is suggested that 15%-20% of the fees be paid on monthly basis for the entire duration of the project.</p> <p>Further, in normal circumstances, the Client bears the cost of furnished office along with electricity and data connection. It is requested that furnished office be provided to the Consultant.</p>	
15 7	Page : 10 Clause 2.8.1	It is requested to waive off the lump sum deduction amount due to replacement as it will only happen when the Consultant is left with no other option and it would be inappropriate to levy such heavy penalty.	Refer SMPK reply in SI 6
15 8	Page : 11 Clause 2.10(i) (a)	We request that the number of consortium members allowed be increased to 4 (including the lead member) owing to the multi-faceted nature of the assignment.	RFP condition prevails
15 9	Page : 11 Clause 2.10(iii) (b)	It is requested that all technical parameters in terms of eligibility including this one be fulfilled by all consortium members jointly (any member of the consortium) and the financial criteria be exclusively fulfilled by the Lead Member	Agreed.
16 0	Page : 11 Clause 2.10(iii) (c)	<ul style="list-style-type: none"> • May please clarify that the amount of Rs. 200 crore / Rs. 100 crore as mentioned in this clause refer to "Project Cost" • It is requested to reduce the project cost as follows: <ul style="list-style-type: none"> ○ For Water Supply/Sewerage & Drainage/SWM the minimum project cost be Rs. 50crore ○ For Road & Transport the minimum project cost be Rs. 30crore <p>Also, it is requested to kindly clarify whether experiences of private client will be considered for all the technical parameters. It is suggested to include all private clientele experiences as that will provide an equal footage in terms of overall experience & expertise.</p>	Refer SMPK reply in SI 119 Yes experience of Private client will be considered.
16 1	Page : 11 Clause 2.10(iii) (d)	We do hope that experience of private clients/projects is considered in this category. May please clarify.	Yes
16 2	Page 12, Clause 2.10 (iv) SI No1	<ul style="list-style-type: none"> • It is requested to include experience of preparing Smart City Plans along with Master Plan/Development Plan. Though it is mentioned in the eligibility criteria, it may please be mentioned in this clause also. • The definition of completion of Master Plan/Development 	RFP Condition Prevails

		Plan/Smart City Plan as existent may please be revised as not all master plans and Smart City plans are “published”. It may be mentioned that it is approved by the Authority/Client	
16 3	Page12, Clause 2.10 (iv) SI No3	<ul style="list-style-type: none"> It is requested to reduce the project cost amount as suggested in SI No.4 above The definition of completion may please be changed for this clause as the Consultant does not have the capacity to ensure that all DPRs are implemented as it lies at the sole discretion of the client. If projects are not implemented due to Client’s funding/budgetary compulsions etc., the experience ofthe Consultant for preparing DPRs cannot be denied 	RFP Condition Prevails
16 4	Page14, Clause 2.20.1	<p>It is requested to allow 100% of the EMD to be provided in the form of Bank Guarantee / PFI Guarantee. PFI Guarantee (Public Finance Institution issued Guarantee) is being accepted by all major Government Institutions across India.</p> <p>The same is requested for Performance Guarantee also.</p>	Refer SMPK reply in SI 15
16 5	Page 21, Clause 3.1.6.1; SI no 1	<ul style="list-style-type: none"> Is it Ha or acre as in minimum eligibility it is mentioned acres. May pleaseclarify Further, please categorically include experience of preparation of Smart City Plan as the same is mentioned in the Eligibility Criteria 	<ul style="list-style-type: none"> Acre RFP Condition Prevails
16 6	Page 24, Clause 3.3	We request to reduce the amount of Performance Guarantee to 5% asowing to the prevailing economic conditions and also consider PFI Guarantee along with Bank Guarantee	Refer SMPK reply in SI 100
16 7	Page 24, Clause 3.3	We request you to keep the validity of the Performance Guarantee to 60+3 months. Thereafter, if there is a requirement, the same can be renewed as because a definite time frame is required for requesting issuance of Guarantees	RFP condition prevails
16 8	Page 6, Clause no 2.6 SINO (iv)	We would request to kindly provide atleast 30 days’ time for submission of bids from the date of issuance of clarification to pre-bid queries	Refer SMPK reply in SI 87
16 9	Page 8, Clause no 2.8	Request You to Kindly Keep the qualification as Master’s in Urban/City Planning, without specifying the bachelor’s degree. Also kindly reduce the overall years of experience of the team	Refer SMPK reply in SI 3

		leader from 25 Years to 20 Years, and other key personnel's accordingly.	
17 0	Page 8, Clause no 2.8	Request You to Kindly Keep the qualification as Master's in Urban/City Planning, without specifying the bachelor's degree. We also request to kindly reduce the overall years of experience from 25 Years to 20 Years. Also kindly mention the minimum number of Years of work experience required internationally.	Refer SMPK reply in SI 3
17 1	Page 8, Clause no 2.8	Since Smart Cities is a recent concept, kindly reduce the overall years of experience of the IOT Expert from 20 Years to 10 Years	Refer SMPK reply in SI 3
17 2	Page 11, Clause no 2.10(iii)	In Technical eligibility criteria, at some place the minimum required area is mentioned as 3300 acre (Page 11, Page 12) whereas at some places 3300 Ha (Page 21). Kindly clarify. Request you to keep it as 80% of the total project area of 4122 Acres only i.e. 3300 acres.	acres
17 3	Page 41, Clause no 2.8	We feel that Market Potential analysis should be done before preparation of Concept Master Plan so as to derive at the perfect product mix. Kindly Consider rescheduling in deliverables timelines.	Accepted
17 4	Page 43, Clause no 4.2	We feel 4 months is not enough for preparation of final Vision and Concept Plan. Kindly increase the Time Period from T+4 months to T+6 Months	Refer SMPK reply in SI 118
17 5	Page 43, Clause no 4.2	Kindly revise as maximum work is done in the Interim and Draft conceptual stage. We propose- Stage-II: Interim Report-Study of existing situation-5% Stage-IIIa: Draft Conceptual Master plan-8% Stage-III b. Preparation of Final Vision & Concept Plan-3%	SMPK reply in SI 118
17 6	Note-2 of Eligibility Criteria at Page 11	We are the Indian subsidiary of an international firm and working in India since last 20 years. In case of bidder qualifying FINANCIAL Eligibility Criteria on its own strength and using parent/sister company experience partially for evaluation of technical marks alongwith his own similar experience certificate, we request to consider Parent company support letter instead of undertaking for joint and several liability. Please confirm. Also, If the bidder is qualifying only by the virtue of parent/sister company experience, then only the existing RFP condition as per Note-2 of eligibility criteria applicable. Please confirm	Not accepted. RFP condition prevails. Yes

17 7	Clause 2.10 (iii) Technical Eligibility Criteria at Page-11	It is requested to consider either mixed land use area of 350 acre OR minimum waterfront length of 4 Km during last 10 years. Further please modify the criteria as; <i>The bidder or in case of the consortium, the lead member should have planned a waterfront development with mixed land use on an urban area of 350 acre OR minimum waterfront of 4 Km during last 10 years i.e. from 2.11.2010 till Proposal Due Date and the water front can be Sea front, Lake front and River front.</i> <i>Please confirm.</i>	The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acre with a minimum waterfront of 2Km during last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.
17 8	Clause 2.10 (iii) Technical Eligibility Criteria at Page-11	It is requested to consider experience during last 10 years as in the criteria (a) & (b) instead of past 7 years from proposal due date. Please confirm	(a) The Bidder or the Consortium should have prepared project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any shall be considered. (b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acre with a minimum waterfront of 2Km during last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.
17 9	Clause 2.8 Notes at Page 9	There are two list of consultancy team – Key Personnel (Page-8 & 9) and Site Team (Page-10) provided by the SMP in the RFP. Please clarify whether the site team personnel mentioned at Page-10 will be same as key personnel of design team (at Page-8 & 9). Also no need to depute separate set of team at SMP site office.	May be same if qualification and experience matches
18 0	Section 1, clause 1.1, page no 1	Facilities related to Marina, Water sports and Floating restaurants are not elaborated in the TOR. Please specify the requirements for these facilities in terms of numbers, size, capacity etc.	To be worked out by consultant.
18 1	Section-1 Introduction 1.2 Project	As defined Under TOR The consultant scope will be limited to Port and Port Allied Service, Township Area i.e. 4122 Acres,	Yes

	Page 6	<p>Custom bound area component shall not be elaborated by the Consultant.</p> <p>Please confirm.</p>	
18 2	Section 5, Appendix I, TOR, clause 2.2, page no 29	<p>We understand that the reports mentioned here are already available, which are to be studied in respect of the current project. Therefore, studies related to traffic condition, cargo volume, freight movement, operations and port master plan are not required to be carried out by the consultant, please confirm that our understanding is correct.</p> <p>It is understood that Master plan prepared L&TIEL containing Traffic and transportation projections. Consultant will review, analyse and make future projection on the basis of the available data.</p> <p>No additional Surveys to be carried out by Consultant such as Type of Origin- destination Survey, Parking Survey, Traffic Volume Count, Hawkers Survey Etc</p> <p>Please Confirm</p>	<p>Yes.</p> <p>Consultant has to carry out all primary survey as required for preparation of the Master Plan.</p>
18 3	<p>Appendix – Term of reference</p> <p>Stage-II: Study of existing situation</p> <p>Page 33</p>	<p>As we understood, GIS base map for entire area is already available with the client, therefore procurement of satellite imagery (Min. 0.5 m Resolution) shall not be required for preparation of base map. Client Shall also provide the drone survey map of the entire area.</p> <p>Please Clarify</p>	<p>Yes drone survey map also available. But random ground verification of the Base Map has to be done by Consultant.</p>
18 4	<p>Appendix – Term of reference</p> <p>2.4Stage - IV: Detailed Master plan of 429acre (±20%) for Redevelopment of</p>	<p>It is understood that the detailed Architectural building Design is not under consultant scope, however we will provide the urban design guidelines, landscape strategies, marketing strategies etc.</p> <p>Please confirm</p>	<p>Yes</p>

	Township area: Page 38		
18 5	Appendix- Term of reference Preparation of draft proposal for the Conceptual plan of 4122 acre: (±20%) Page 36-37	As this is a brownfield project, The Consultant will prepare demolition plan, phasing plan for implementation, resettlement plan – if any. However, Consultant will not be a part of land Acquisition/ encroachment proceedings.	Yes
18 6	Appendix- Term of reference 3. Approvals and Statutory requirements: - Page 47	As we understood, Obtaining Environment clearance is not under consultant scope, however consultant will provide all technical support for environment clearance. Please clarify.	No Consultant has to obtain environmental clearance on their own by appointing an EIA consultant empanelled by MoEF. The EIA consultant fee to be borne by the Bidder.
18 7	Appendix- Term of reference 2.4Stage - IV: Detailed Master plan of 429acre (±20%) Page No.: 38	Request to clarify the Nos. of 3D Views and walk throughs. It will place all the bidders on same understanding level in financial bid.	Nos. as suitable to understand the design & proposal.
18 8	Clause 2.8 (Key Personnel) at Page 8	Since it is urban infrastructure planning assignment, we request you to consider Postgraduate in Civil Engineering also	Refer SMPK reply in SI 3

	Urban Planner cum Team Leader	<p>for Team Leader and relax experience criteria from 25 years to 20 years. Hence modify the qualification criteria for TL as:</p> <p><i>Bachelor Degree in Civil Engineering / Architecture with Post graduation in Civil Engineering / Urban /City / Town/ Regional Planning with minimum of 20 years' experience with an experience of Team Lead for Master planning project of minimum area of 1000 ha (2471.05 acre).</i></p> <p>Please confirm.</p>	
189	<p>Clause 2.8 (Key Personnel) at Page 8</p> <p>Urban Planner (International)</p>	<p>It is requested to relax the qualification criteria to increase the participation of international experts in this critical COVID scenario. We suggest you consider the criteria as;</p> <p><i>Bachelor Degree in Architecture with Post graduation in Urban / City / Town/ Housing Planning with minimum of 15 years' experience with international experience of atleast 2 mixed land use waterfront public space design of minimum 100 Ha (247.10 acre) area or 4 km stretch outside India.</i></p> <p>Please confirm.</p>	Refer SMPK reply in SI 3
190	<p>Clause 2.8 (Key Personnel) at Page 8</p> <p>Regional Planner</p>	<p>Please also consider Bachelor in Civil Engineering and PG in Town Planning as educational criteria and relax minimum years of experience to 15 years.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 3
191	<p>Clause 2.8 (Key Personnel) at Page 8</p> <p>Infrastructure Expert</p>	<p>Please also consider PG in Civil Engineering as educational criteria and relax minimum years of experience to 15 years.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 3
192	<p>Clause 2.8 (Key Personnel) at Page 8</p>	<p>Please also consider PG in Environmental Science as educational criteria for qualification.</p>	Accepted

	Environment Expert	Please confirm.	
193	Clause 2.8 (Key Personnel) at Page 8 Port Planning expert	Please relax the minimum years of experience to 15 years. Please confirm.	RFP condition prevails
194	Clause 2.8 (Key Personnel) at Page 8 Smart City Expert	Please relax the minimum years of experience to 15 years. Please confirm.	Refer SMPK reply in SI 3
195	Clause 2.8 (Key Personnel) at Page 9 Architect & Urban Designer	Please relax the minimum years of experience to 12 years. Please confirm.	Refer SMPK reply in SI 3
196	Clause 2.8 (Key Personnel) at Page 9 Transportation Planner	We suggest you to kindly consider also B.Arch. with PG in in Transportation Planning/ Engineering and relax the minimum experience criteria to 15 years. Please confirm.	Refer SMPK reply in SI 3
197	Clause 2.8 (Key Personnel) at Page 9	We suggest you to kindly consider Chartered Accountant / CFA also for this position. Please confirm.	RFP condition prevails

	Regulatory, Legal and PPP Expert		
198	Clause 2.8 (Key Personnel) at Page 9 Social Development & R&R Expert	We suggest you to kindly consider Masters in Anthropology which is equivalent to Social Sciences also for this position.	RFP condition prevails
199	General	Please note that there is no limitation of liability clause set out in RFP that limits the maximum total aggregate liability of the Consultant, Further, no exclusion for liability for consequential loss or damage set out. Hence, we request you to include of a cap to the maximum total aggregate liability of the Contractor (not exceeding one time the Contract Value/Remuneration received and exclusion of liability for consequential loss or damage. Please confirm	Refer SMPK reply in SI 155
200	Clause 3.3 at Page-24	Refer to office memo F.9/4/2020-PPD dated 12/11/2020 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, we request you to reduce Performance Security from existing 10% to 3% of the value of the consultancy contract. Memo is attached for your reference.	Refer SMPK reply in SI 100
201	Clause 8.3.3 of GCC at Page-20	For the works done in accordance with the terms of the contract, the Contract must be paid in full and not 90% of the value of the work. It will be like vexing the Contractor twice for the same offence, firstly, by terminating the contract and then by retaining 10% of Contractor's rightfully earned money for the works already completed and/or materials supplied.	Please refer GCC for Consultancy services attached.
202	Clause 6.8 of GCC at	If the Client had delayed payments beyond fifteen (15) daysafter the due date, interest shall be paid to the Consultant	Please refer GCC for Consultancy services attached.

	Page-17	on any amount due by, not paid on, such due date for each day of delay at the annual rate of 8% as per the World Bank or other IFIs norms.	
20 3	Clause 8.3 at Page-19 Default of the Contractor remedies & powers/ Termination of Contract.	The notice period of 3 days is too short. It is requested to make it as per standard conditions at all other Ports and Govt. of India tenders i.e. The Authority may, by not less than 30 (Thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause. Please clarify.	TOR will prevail over this clause
20 4	Annexure-VI at Page 91	We observed that GCC clauses attached with RFP is basically for works contract and most of the conditions/clauses will not applicable on consultancy contract. Hence request SMP to review the same and provide the right GCC clauses applicable for Consultancy services contract. Please clarify.	Please refer GCC for Consultancy services attached.
20 5	Schedule of selection process at Page-6 of Section 2	We would like to request atleast 3 weeks' time from the reply of prebid queries for the bid submission considering present lockdown, movement restrictions and adversities due to the increasing cases of Novel Coronavirus (COVID-19) across the country. Please confirm.	Refer SMPK reply in SI 87
20 6	Page No. 9 Note: i	Please make it clear if the deployment for this additional staff is full time or intermittent. We suggest it to be intermittent as per the requirements of the stage of the project.	Accepted
20 7	Page No. 9 Note: iii	The qualification criterion required for the Team Leader are for a senior professional. A lot of such professional are free lancers and may not necessarily be full-time permanent employees of the firm. Kindly allow the team leader proposed to be from any consortium member instead of lead member.	Accepted

		Also allow the Team Leader to be a freelancer made available for the project via a dedicated full-time contract with a member of the consortium.	
20 8	Page No. 9 Note: iii	Please consider dedicated full time contract as a primary condition. It will be difficult to arrange a permanently employed full time team from the existing employees for this project.	Accepted
20 9	Page No. 9 Note: iv	There are 13 experts in the key team additional staff deployed. We suggest, to save time and budget only the relevant experts should only be requested for these monthly meetings, instead of the full team.	Accepted but the Team Leader has to be present in all monthly meetings.
21 0	Page No. 8,9,10 Note: ii	<p>Teams have been mentioned at various places in the RFP for deployment.</p> <p>Page 8 & 9 Key personnel</p> <ol style="list-style-type: none"> 1. Urban Planner cum Team Leader 2. Architect & Urban Planner (International) 3. Regional Planner 4. Infrastructure Expert 5. Environment Expert 6. Port Planning expert 7. Smart City Expert 8. Architect & Urban Designer 9. Transportation Planner 10. Regulatory, Legal and PPP Expert 11. Social Development & R&R Expert 12. Real Estate Expert <p>Page 9, Note: No. ii</p> <ol style="list-style-type: none"> 1. Cost & Estimation Engineer 2. GIS Expert 3. Procurement specialist 4. Revenue data expert (retired Revenue officer) Site Supervisors 5. Architect 	<p>All Key Personnel in Page 8 & 9 will be involved onsite and offsite in project as per requirement.</p> <p>Page 9: these are additional support staff required for Project execution</p> <p>All experts mentioned in Page 10 have to be deployed at project site for full time during the time period as specified in RFP.</p>

		<p>6. Urban Planners 7. Legal expert 8. Social Development Expert 9. Technical assistant etc.</p> <p>Page 10 Table</p> <p>1. Urban Planner-cum-Team Leader 2. Resident Civil Engineer 3. Architect-Urban Planner cum onsite Project Manager 4. Procurement Specialist 5. PPP Expert & Real Estate Expert 6. supporting staff</p> <p>Please clarify exactly what kind of team needs to be deployed at project office.</p>	
21 1	Clause 2.8.1 Page-10	We request you to kindly remove this penalty clause in case of substitutions. As general practice, a person with same or better credentials will be replaced.	Refer SMPK reply in SI 6
21 2	Clause 2.10 Page-11	A consortium is justified if the experience of the members can be utilised for eligibility. Please allow all technical eligibility criterion to be met jointly by the consortium or by the lead member. Please clarify which is the clause no. '2 (i) b and c'	Accepted
21 3	Clause 2.10 Page-11	Please allow use of parent/sister company experience without submission of the undertaking. Legal status of the relationship will be shared. Also clarify if the parent company is required to be a part of the consortium if their credentials are being quoted for technical and financial eligibility.	Not accepted without Undertaking. Parent company has be a part of consortium if their credentials are being quoted for technical and financial eligibility
21 4	Clause ii Page-11	Please clarify of the turnover of the parent company can be used to meet the financial eligibility. Especially, in case the Indian subsidiary of part of the consortium and the parent is not.	Refer SMPK reply in SI 213
21 5	Clause iii Page-11	Please reduce the urban area requirement to 1000-1200 Acres.	Refer SMPK reply in SI 178

		Please allow this condition to be met by any member of the consortium.	
21 6	Clause b Page-11	<p>Please give an option of urban area OR the waterfront length to be met by a project. Meeting both the criterion is difficult within the same project.</p> <p>Also, Please change the clause to 'The bidder should have planned a waterfront development with mixed land use on an urban area of 100 acres OR a waterfront of min. 3 Kms during last 10 year'</p> <p>Please allow this condition to be met by any member of the consortium.</p>	Refer SMPK reply in SI 178
21 7	Clause d Page-11	<p>Please change 'The bidder should have marketed one project of minimum investment of Rs.300 Crores (Rs 3000 million) during last 10 years'</p>	RFP Condition prevails
21 8	Clause 2.14 Page-13	Kindly provide the site visit arrangement contact person and detail.	Refer Corrigendum II
21 9	Clause 2.20 Page-14	<p>We are an international firm and deal with an international bank.</p> <p>We request you to allow to submit the full amount of 21.8 Lakhs in form of a Bank Guarantee from any bank.</p> <p>Also, kindly reduce the bid security amount to INR 10 Lakhs only</p>	Refer SMPK reply in SI 53
22 0	Clause 2.21.9 Page-18	<p>Please note that this a very detailed task for a bid submission. We would like to suggest that as standard practice, a concept and vision plan can be discussed in the presentation. Drawings, report and 3D views will not be feasible in the time.</p>	Yes accepted. Concept, Vision plan & Structure Plan required.
22 1	Clause 2.21.12 Page-19	<p>We request you to kindly extend the date by 4 weeks as the amount of team to be put together is extensive. A site visit and a conceptual design needs time to be worked out for a complicated site like this.</p> <p>Kindly extend the submission date.</p>	Refer SMPK reply in SI 87.

22 2	Page-21 Technical evaluation Point 1	<p>Please note that 1 project will fetch only 5 marks. To achieve full marks 6 projects need to be submitted (5+1+1+1+1+1 marks= 1 project 3300 acres + 5 projects pf 1500 acres)</p> <p>This is very high number for this size Projects, Please change this criterion to</p> <p>A. Master Plan/Development Plan of an area of 1000Acres.</p> <p>For one project, 5 marks will be awarded. For every additional similar project or additional 1000Acres area, an additional 1 mark will be awarded for every additional project of 500 Acres with a cap of maximum of 10 marks</p>	Refer SMPK reply in SI 119
22 3	Page-21 Technical evaluation Point 1	<p>This is an extremely difficult scoring criterion to meet even with a consortium as such projects will only be with the design firm.</p> <p>Please simplify the scoring criterion and change to</p> <p>Mixed use waterfront development of 100 Acres OR 1.0 km stretch</p> <p>For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 8 marks.</p>	Refer SMPK reply in SI 119
22 4	Page-21 Technical evaluation Point 2	<p>Please note that 5 projects will fetch only 2 marks. To achieve full marks 8 projects need to be submitted (2+1+1+1 marks= 5 projects + 1 project + 1 project +1 project)</p> <p>This is very high number for 200 Cr. Projects, Please change this criterion to</p> <p>For 3 DPRs, 2marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks</p>	Refer SMPK reply in SI 119
22 5	Page-21	Please change this criterion to	Refer SMPK reply in SI 119

	Technical evaluation	Bidder Should have international experience of a water front development project with mixed land use with minimum 50 acres area OR have min 0.8 km water front	
22 6	Clause 4.2 Page-43	60 months is a very long timeline. As the consultant needs to maintain a team at the site, please consider some monthly payment mechanism so that the team can perform without financial pressure.	Refer SMPK reply in SI 18
22 7	Pre Bid Meeting	On 17.11.2020 at 1500 hrs.(IST). We request you to share the meeting link and credentials for the pre-bidmeeting.	Refer Corrigendum I uploaded.
22 8	Clause 2.10	The Lead Bidder should have prepared Master Plan/Development Plan having a minimum area of 3300acre during last 10 years i.e. from2.11.2010till Proposal Due Date. Please confirm that the bidder shall submit overseas project experience which matches the definition given in the tender document.	Yes oversees project will also be considered.
22 9	Clause 3.1.6	The Lead Member should have prepared 1. Master Plan/Development Plan of an area of 3300Ha. 2. Mixed use waterfront development of 350 Ha and 5km stretch We understand that the acres are mistyped as Ha. Kindly clarify.	Refer SMPK reply in SI 178
23 0	Clause 2.10	The experience of the parent/sister company shall be considered provided they submit an Undertaking from the parent company We understand that a subsidiary does not need to partner with their parent company as a JV/consortium member to use their credentials. An undertaking from the parent company shall suffice the purpose. Kindly confirm.	Yes Undertaking as per RFP
23 1	Time extension	Requesting Authority to consider an additional three week from the existing submission date considering the respond to the queries are due second week of December 2020	Refer SMPK reply in SI 87

23 2	Section 1, Introduction, Clause 1.3 Scope of Work, pg 04	Kindly request the Authorities to clarify the statement and also clarify that number of projects and tender documents that need to be identified and prepared under the said scope	Clarified in Pre bid meeting. All the projects identified for 1 st phase development i.e. 429 acres has to be transacted within project timeline.
23 3	Section 2, Instructions to Bidders, Clause 2.4, Brief Description of the Selection Process, pg. 06	Requesting Authority to reconsider the QCBS weightage of scores as 80:20 and the clause should be read as below: "QCBS procedure shall be adopted with 80% weightage to Technical Evaluation and 20% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9."	Accepted
23 4	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	We understand this engagement requires a blend of management strategies, transaction and conceptual planning. Therefore, we feel that a team leader should have more strategic and transaction oriented qualification. Clause 2.8 Key Personnel, pg 08 Urban Planner cum Team Leader Bachelor's Degree in Engineering and Postgraduation in Construction Management or Business Administration with minimum of 20 years' experience with an experience of Team Lead in assignments related to strategy development, transaction management, vision development, conceptual planning, etc. in port/road/other transport sectors	Refer SMPK reply in SI 3
23 5	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	Clause 2.8 Key Personnel, pg 08 Architect & Urban (International) Bachelor's Degree in Architecture with Postgraduation Degree in Social Sciences along with a Postgraduation Degree in Urban/city Planning with minimum of 15 years' international experience of at least 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch outside India.	Refer SMPK reply in SI 3

23 6	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	Clause 2.8 Key Personnel, pg 08 Regional Planner Bachelor in Architecture or Social Sciences and PG in Regional Planning; should have minimum 10 years' experience in conceptual planning and development strategies and has working experience in transaction management related assignments	Refer SMPK reply in SI 3
23 7	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	Clause 2.8 Key Personnel, pg 08 Infrastructure Expert Bachelor's Degree in Civil Engineering with Postgraduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects transport and infrastructure projects with minimum area of 100 ha (247.10 acre) in India as well as worked on strategic plan and transaction management related assignments	Refer SMPK reply in SI 3
23 8	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	Clause 2.8 Key Personnel, pg 08 Environment Expert Post-Graduation in Environmental Planning/ Engineering with minimum of 08 years' experience with an experience of Environmental planning/impact assessment, etc.	Refer SMPK reply in SI 3
23 9	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 08	Clause 2.8 Key Personnel, pg 08 Port Planning expert Post-Graduation in Civil/Structural Engineering with minimum 15 years' experience having sound knowledge in port business operations and experience in India or Internationally in port facilities planning and in "Green port" initiatives.	Refer SMPK reply in SI 3
24 0	Section 2, Instructions to Bidders, Clause 2.8	Clause 2.8 Key Personnel, pg 08 Smart City Expert	Refer SMPK reply in SI 3

	Key Personnel, pg 08	IOT expert with 15 years' experience in evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/communication/surveillance system for minimum area of 100 ha (247.10 acre).	
24 1	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 09	Clause 2.8 Key Personnel, pg 09 Architect & Urban Designer Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 10 years' experience with experience of designing an area of minimum 50 ha (123.55 acre).	Refer SMPK reply in SI 3
24 2	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 09	Clause 2.8 Key Personnel, pg 09 Transportation Planner Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 10 years' experience of intermodal public transport planning/transaction management for road/port sector assignments. Relevant national/ international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.	RFP Condition prevails
24 3	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 09	Clause 2.8 Key Personnel, pg 09 Regulatory, Legal and PPP Expert MBA finance/any equivalent PG with 12 years' experience in PPP projects in India and internationally and should have completed two PPP Projects along with completion of at least two strategic development and transaction related assignments	RFP Condition prevails
24 4	Section 2, Instructions to Bidders, Clause 2.8 Key	Clause 2.8 Key Personnel, pg 09 Social Development & R&R Expert Masters in Social Sciences or MSW with minimum experience of 10 years in Social Impact Assessment studies of Urban development projects.	RFP Condition prevails

	Personnel, pg 09		
24 5	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 09	Clause 2.8 Key Personnel, pg 09 Real Estate Expert MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	RFP Condition prevails
24 6	Additional Key personnel	Financial viability of the project will eventually play a major role in the project execution and also would showcase the importance and relevance of the projects of hence as financial expert and procurement expert should be included as key personnel Financial Expert Postgraduation in Business Administration (Finance) with minimum 10 years' experience in financial analysis, modelling, finance planning, etc. and has completed at least two major comparable assignment Procurement Expert Postgraduate degree in any field with minimum 10 years of experience in transaction management, procurement policy, preparation and evaluation of bids/prequalification documents, etc.	PPP expert shall perform the functions of Financial Expert. Procurement Expert is required during project implementation phase hence included in Staff deployment schedule. Refer RFP.
24 7	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 09	We understand that since the assignment would establish a project management unit and will be a part of SMP. Therefore, any additional cost for the PMU should not be considered. If the above is not agreeable, we wish to clarify that EY has their registered office at Kolkata and the project team would sit at the EY office and would be available as and when required by the Client. Fortnightly update meetings may be carried out. Stationing a team at SMP premises may not be required.	Team as mentioned in RFP has to be deployed at SMP office.

24 8	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 10	<p>Clause 2.8 Key Personnel, pg 10</p> <p>We wish to clarify that the Team would be available on-site as and when required during the project execution and supervision period</p>	Yes.
24 9	Section 2, Instructions to Bidders, Clause 2.8 Key Personnel, pg 10	<p>We understand that since the assignment would establish a project management unit and will be a part of SMP. Therefore, any additional cost for the PMU should not be considered.</p> <p>If the above is not agreeable, we wish to clarify that EY has their registered office at Kolkata and the project team would sit at the EY office and would be available as and when required by the Client. Fortnightly update meetings may be carried out. Stationing a team at SMP premises may not be required.</p>	Refer SMPK reply in SI 247
25 0	Section 2, Instructions to Bidders, Clause 2.8.1. Substitution of Key Personnel, pg 10	<p>The said Clause to be read as:</p> <p>The SMP, Kolkata will may not normally consider any request of the Selected Consultant for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking.</p> <p>Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SMP, Kolkata. Decision of SMP, Kolkata in this regard will be final.</p> <p>The SMP, Kolkata expects all the Key Personnel to be available during implementation of the Agreement. As a condition to substitution, a lump sum Rs. 100000/ plus GST for the original every substituted Key Personnel shall be deducted from the payments due to the Consultant.</p>	Refer SMPK reply in SI 6

25 1	<p>Section 2, Instructions to Bidders, Clause 2.10 (iii) Technical Eligibility Criteria, pg 11 (TOR), pg 26</p>	<p>The Clause to be read as:</p> <p>(a) The bidder or in case of the consortium, the member should have prepared strategic plan/ business plan/ Vision document/ conceptual and Master Plan/Development Plan for port/ waterway/ transport/investment promotion sectors during last 10 years i.e. from 2.11.2010 till Proposal Due Date and</p> <p>(b) The bidder or in case of the consortium, the member should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5Km during last 10 years i.e. from 2.11.2010 till Proposal Due Date and the water front can be Sea front, Lake front and River front</p> <p>(c) The bidder should have prepared DPR and transacted (award of work) at least 02 projects on Water supply/Sewerage & Drainage/SWM and 02 DPRs on Road & Transport each and prepared DPRs and transacted 04 projects on Seaport/dry port during last 10 years i.e. from 2.11.2010 till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p>	<p>(a) The Bidder or the Consortium should have prepared project involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/city development ecosystem of minimum urban area of 1000 acres during last 10 years i.e. from 2.11.2020 till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p> <p>(b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acre with a minimum waterfront of 2Km during last 10 years i.e. from 2.11.2020 till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.</p> <p>Other Eligibility clauses as per RFP prevails.</p>
25 2	<p>Section 2, Instructions to Bidders, Clause 2.20</p>	<p>The Clause to be read as: Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata and the balance amount may be</p>	<p>Bank Guarantee needs to be issued by the Nationalised bank and not by any scheduled bank.</p>

	Bid Security, pg 14	submitted in the form of a Bank Guarantee issued by any Indian Nationalized/Scheduled bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee (BG).	
25 3	Section 3, Evaluation of the Bids and Selection of the Consultants, Clause 3.5.3, pg 25	Requesting the Authority to delete the said Clause "It shall be deemed that by submitting the Proposal, the Bidder agrees and releases SMP, Kolkata, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future."	RFP condition prevails
25 4	Section 5, Appendix- I, Terms of Reference	We understand that the consultant may only assist the Authority in obtaining all relevant statutory approvals. In this regard, Consultant shall prepare all relevant documents, notes, presentations, etc. for such approvals.	Refer SMPK reply in SI 112
25 5	Section 5, Appendix- I, Terms of Reference (TOR), pg 26	Requesting the Authority to clarify, who would be bearing the cost of the Workshops and meetings. We wish to clarify that if the consultant bears the cost for conducting these workshops and events, the Authority has to reimburse the consultant on actuals within 30 days of incurring the cost.	The cost of workshops and stakeholder meetings to be borne by the Client but the entire event management to be done by the Bidder including presentation, identification of stakeholders, documentations etc.
25 6	Annexure- VI, Clause 4.16, Amendment to General Conditions of Contract, pg 107	The Clause is to be read as: Contractor to indemnify the Trustees against all claims for loss, damage, etc. The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other	GCC for Consultancy services attached

		<p>payments or compensation, if any, for getting all materials and equipment required for the work.</p> <p>(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.</p> <p>(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.</p> <p>(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</p>	
25 7	Annexure-VI, 10.0 Interpretation of Contract Documents, Disputes and Arbitration;	<p>The Clause is to be read as:</p> <p>10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.</p> <p>10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.</p>	Please refer GCC for Consultancy services attached.
25 8	Recovery by Employer (New	Kindly request Authority to add the following:	Not accepted

	Clause)	"The Employer shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Employer shall not recover from the Consultant, in contract or tort, 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."	
259	Termination (New Clause)	Kindly request Authority to add the following: "The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."	Not accepted
260	Intellectual Property Rights (IPR) (New Clause)	Kindly request Authority to consider the following and accordingly add a suitable section for the same: EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them) .Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	Not accepted
261	Clause - 2.10 Eligibility Criteria	We understand that Sum total of Gross Turnover of all consortium members shall be considered. Kindly confirm.	Refer SMPK reply in SI 9

	(ii) Financial criteria: (Refer Page 11)		
26 2	Clause - 2.10 Eligibility Criteria (ii) Financial criteria: (Refer Page 11)	In case the answer to above is “No” – We request you to kindly consider lowering down the Gross Turnover of Lead Bidder to 20 Cr. <i>Kindly note that the Qualifying Financial Criteria for project like the Parliament, Secretariat and Central Vista (Rajpath) with a project cost of 10,000 Cr. Value was also 20 Cr.</i>	Refer SMPK reply in SI 6
26 3	Clause - 2.10.iii. a and b – Eligibility Criteria (iii) Technical Eligibility Criteria: (Refer Page 11)	The areas are mentioned in Acres . Whereas on page 21 they are mentioned in Ha (Hectares) . We understand they are supposed to be in Acres as the Project Site areas are also mentioned in Acres. Kindly confirm	Acres
26 4	Clause - 2.10.iii.b. – (iii) Technical Eligibility criteria: (Refer Page 11)	It is required that a Mixed Use Development be 350 Acres with a minimum Waterfront edge of 5 Km. Kindly note that the two are not aligned and request reconsidering. For example please consider a 350 Acre site – even if the site is rectangular in nature with 2:1 Proportion and is 350 Acres in area, where the longer edge of the site would be only 840 Meters. From our prior experience of working on a number of Mixed Use projects on the Waterfront, we note that these developments are large – often with their areas more than 350 acres, none of the projects have a waterfront of 5 KM Length. We request you to please consider reducing the length of waterfront to 1000 M (or 1 KM)	Refer SMPK reply in SI 251

26 5	<p>Clause - 2.10.iii.c – (iii) Technical Eligibility criteria: (Refer Page 11)</p>	<p>Typically the Trunk Infrastructure cost of a 350 Acre project is around 300 Crores, of which the sum total of Water Supply / Sewerage /SWM is not more than 100 or 125 Cr.</p> <p>We request you to reduce the Cost criteria 75 Cr. Or Include the Cost of Electrical Infrastructure and ICT in the same.</p>	Refer SMPK reply in SI 251
26 6	<p>Clause - 2.10.iii.c – Eligibility Criteria (iii) Technical Eligibility Criteria (Refer Page 11)</p>	We request you to reduce the cost of Road and Transport Infrastructure to 50 Cr.	Refer SMPK reply in SI 251
26 7	<p>Clause - 3.1.6.1 Technical Evaluation: Section A : Bidders relevant experience- will consist of the following : - 1b (Refer Page 21)</p>	Request to Change 350 Ha to 350 Acre (as per earlier in RFP) per point 4.	Refer SMPK reply in SI 119
26 8	<p>Clause - 3.1.6.1 Technical Evaluation: Section A : Bidders</p>	We Request to change 3300 Ha to 3300 Acre (as per earlier in RFP) per point 4.	Refer SMPK reply in SI 119

	<p>relevant experience-will consist of the following : – 1a -</p> <p>(Refer Page 21)</p>		
269	<p>Clause - 3.1.6.1 Technical Evaluation: Section A : Bidders relevant experience-will consist of the following : - 1b</p> <p>(Refer Page 21)</p>	Kindly award marks for Waterfront lengths of 1 KM onwards.	Refer SMPK reply in SI 119
270	<p>Clause - 3.1.6.1 Technical Evaluation: Section A: Bidders relevant experience-will consist of the following:– 2</p> <p>(Refer Page 21)</p>	Kindly award marks for 100 Cr. Onwards	Refer SMPK reply in SI 119
271	<p>Clause -</p>	International Partner – Bringing an International Partner to be allowed as a Sub Consultant. (not as a JV/Consortium).	RFP condition prevails.

	<p>2.10 Eligibility Criteria (i) Bidder: The bidder shall be- c</p> <p>(Refer Page 11)</p>		
27 2	<p>Clause - 2.8 Key Personnel: Architect & Urban Planner (International)</p> <p>(Refer Page 8)</p>	<p>Architect and Urban Planner (International) –</p> <p>(a). We assume that an Indian Citizen with education and Experience Internationally would be acceptable. Request to reduce 25 years experience to 15 Years.</p> <p>(b) In many countries Internationally Landscape Architects and Urban Designers with an Architecture degree for Bachelors drive the Master Planning Projects, especially Waterfronts. You may note that Sasaki Associates (USA), SWA Group (USA) pioneers of this kind of development are all led by Landscape Architects. It may kindly be considered to allow Bachelors in Architecture and Masters in Landscape Architecture.</p>	<p>RFP condition prevails. Indian Citizen with education and Experience Internationally would be acceptable.</p>
27 3	<p>Clause - 2.8 Key Personnel: Transportation Planner</p> <p>(Refer Page 9)</p>	<p>Request to reduced the requirement to 15 years.</p>	<p>RFP condition prevails.</p>
27 4	<p>Clause - 2.10 Eligibility Criteria (iii) Technical Eligibility Criteria:-(iv)</p>	<p>Allow client issued certificates (in the past) with additional information as needed. It is not possible to go back to old project clients and get all the required certificate as people change and getting a new certificate requires lot of follow ups which may not be possible in the given time frame.</p>	<p>Refer SMPK reply in SI 126</p>

	(Refer Page 12)		
27 5	Clause : 2.8 Page : 8	The scope of project seeks involvement of investment expert for promoting project therefore requesting Authority if we can include Investment promotion expert as well?	Transaction cum PPP expert to serve that role
27 6	Clause : 2.0(vi) Page : 29	Request Authority to Indicate a scope to find which land parcels are feasible for investment promotion	Included under Component- IV: Investment Policy, Marketing Strategy and Policy formulation
27 7	Clause : 2.0(ix) Page : 29	Request Authority to Include scope for land value capture studies.	Included under Component- IV: Investment Policy, Marketing Strategy and Policy formulation
27 8	Clause : 2.0(xiv) Page : 29	Request Authority to provide safe and unhindered access to the sites for survey and ground truthing.	Will be provided
27 9	Form No 3. Point no (iv) Page : 63	Please clarify if the blacklisting clause may be modified to indicate that the firm may not be currently blacklisted.	RFP condition prevails.
28 0	Clause : 3.1.8.1 Page : 23	As the project is highly technical in nature, we request Authority to grant 80% weightage to Technical bid and 20% weightage to Financial bid.	Accepted
28 1	Clause : 2.10 (point no iv, Sl.No 1) Page : 12	Please clarify if the payment receipt may also be considered as an evidence for the completed project.	Yes
28 2	Clause : 2.10 (point no iv, Sl.No 2) Page : 12	Please clarify if the payment receipt may also be considered as an evidence for the completed project.	Yes
28 3	Clause : 2.10 (point no iv, Sl.No 3) Page : 12	Please clarify if the payment receipt may also be considered as an evidence for the completed project.	Yes

28 4	Clause : 2.10 (point no iv, Sl.No 4) Page : 12	Please clarify if the payment receipt may also be considered as an evidence for the completed project.	Yes
28 5	Limitation of Liability	Client is requested to limit consultant's liability to 1X of the total contract value. Further, Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	Refer SMPK reply in SI 155
28 6	Confidentiality Obligations	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	RFP condition prevails.

287	Confidentiality Obligations	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	RFP condition prevails.
288	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	RFP condition prevails.
289	Annexure VI – Clause 8.3 Page :116	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	RFP condition prevails.
290	Annexure VI – Clause 8.2 (a) Page :116	We request client to cap the liquidated damages/ penalties cumulatively to 5% of the total contract value.	RFP condition prevails.
291	IPR	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights	RFP condition prevails.

		(including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
29 2	No third party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No
29 3	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	RFP condition prevails
29 4	General	We require further consultations with teams and partners request time until 28th Nov 2020 to submit queries	Accepted
29 5	Section 2; ITB; Clause no 2.4- Brief Description	We request client to modify the clause as In the next stage, a financial evaluation will be ----- QCBS procedure shall be adopted with 80% weightage to	Accepted

	of the Selection Process; para (ii) Page no :6	Technical Evaluation and 20% weightage to the Financial bid quoted	
29 6	(ii) Financial criteria Page no : 11	Due to Covid -19 situation all the offices were either closed or working with limited capacity since the past 9 months. Due to this the turnover for FY 2019 -20 is still under finalisation. Therefore we request that the relaxation in submitting the turnover of the current financial year i.e FY 2019-20 be given We request you to consider the Turnover of last 3 years prior to FY 19-20 (i.e. FY 2016-17, FY 2017-18, FY 2018-19)	RFP Conditions prevail
29 7	(ii) Financial criteria Page no : 11	For a high-level work like this, we suggest that the applicant should have an average annual turnover of at least Rs. 60 Crores through Professional fees during the last three financial years	Refer SMPK reply in SI 9
29 8	(iii) Technical Eligibility Criteria: Page no : 11	We presume that the client will consider international experience as well. Please confirm	Yes
29 9	Section 2; Clause 2.8 Key personnel Urban Planner cum Team Leader	We request you to modify the clause as below:- Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' experience with an experience of Team Lead / one level below for at least one single Master planning project of minimum area of 500 ha (1,236 acre).	Refer SMPK reply in SI 3
30 0	Section 2; Clause 2.8 Key personnel	We request the client to consider following:- <ul style="list-style-type: none"> Key personnel Architect & Urban Planner with total 25 years experiecne including International Experience of 15 years 	Refer SMPK reply in SI 9

		<ul style="list-style-type: none"> Experience of atleast 2 mixed landusewaterfront public spacedesign of minimum 50 Ha area and 2km stretch outside India. 	
30 1	Section 2; Clause 2.8 Key personnel Regional Planner	<p>We request client to modify clause as</p> <ul style="list-style-type: none"> Bachelor's in architecture or Social Sciences and PG in Regional Planning; Should have minimum 15 years' experience in Indian/international metropolitan planning, coordinating long term public-private planning and development strategies. 	Refer SMPK reply in SI 9
30 2	2.8 Key Personnel	<p>The position of Procurement is not mentioned in table for the qualification of Key expert on page no 8, however on page no 10 the deployment of procurement is mentioned.</p> <p>Please clarify.</p>	<p>Procurement expert will be deployed at site during Implementation stage after 14 months.</p> <p>Procurement expert will have Degree in Engineering/ Management/ law / Business Administration or Equivalent having 15 years experience in the area of public procurement, construction contract procurement/management in large infrastructure projects of Government bodies. Knowledge of state purchase Manual is desirable.</p>
30 3	Section A : Bidders relevant experience Page no 21	<p>The clause for allocation of additional score is not clear.Please clarify if additional 1 marks will be given for 1500 hac or 3300 hac</p> <p>We propose following:-</p> <p>5 marks for each project of Master Plan/Development Plan of an area of 3300 Ha subject to Max of 2 such projects to score full 10 marks in this section</p>	Refer SMPK reply in SI 119
30 4	Section 2; Clause 2.8 Key personnel Environme nt Expert	<p>We request client to modify clause as</p> <p>Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 250 ha (617.76 acre).</p>	RFP condition prevails
30 5	Section 2; Clause 2.8 Key personnel Port Planningexp ert	<p>We request client to modify clause as</p> <p>Port Planningexpert Post-Graduation in Civil/Structural Engineering with minimum15 years'</p>	RFP condition prevails

306	Section 2; Clause 2.8 Key personnel Smart City Expert	There is no qualification requirement given for this position. We understand that an Engineering graduate in any discipline can be considered Please clarify	Yes
307	Section 2; Clause 2.8 Key personnel Smart City Expert	We request client to modify clause as Smart City Expert- IOT expert with 15 years' experience in evaluation of applicability of emerging technologies in management of urban Areas-----for minimum area of 100 ha (247.10 acre)	RFP condition prevails
308	Section 2; Clause 2.8 Key personnel Transportation Planner	We request client to modify clause as Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 15 years' experience of with 5 years in intermodal public transport planning and atleast one project of a minimum area of 250 ha(617.76 acre).	RFP condition prevails
309	Section 2; Clause 2.8 Key personnel Infrastructure Expert	We request you to consider the following:- BE Civil/ Architecture with PG in PHE/ Infra Planning/ Urban Planning should be considered	RFP condition prevails
310	Section 2; Clause 2.8 Key personnel Regulatory, Legal and PPP Expert	We request client to modify clause as MBA finance/any equivalent PG / LLB with 15 years' experience including 10 years in PPP projects in India/ internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.	RFP condition prevails
311	Section 2; Key personnel Note i	We request client to provide the minimum qualification & experience criteria to be considered for these positions. This would ensure a level playing field for all the consultants	Consultant may propose Support staff for the project as per their understanding of the project scale and scope of work.

31 2	Section 2; Key personnel Note iii	We request client to modify clause as The team leader proposed may be full time employee of the firm or in case of a consortium /JV, of the Lead Member of the consortium/JV or have a dedicated full-time contract to work on this project	Refer SMPK reply in SI 4
31 3	Section 2; Clause no 2.8.1 Substitution of Key Personnel	Due to the current pandemic scenario, we request you to kindly allow replacement up to a maximum of 5 (five) personnel without Rs. 100000/-plus GST charge.	Refer SMPK reply in SI 6
31 4	(iii) Technical Eligibility Criteria, Point iv Page no 11	Most of the Government clients don't provide completion certificates in details. Nevertheless, we request you to allow to submit the relevant pages of the contract agreement / submitted DPR reports or other approvals given by the Client during or after completion of the project to authenticate the requirement. Request you to consider the same.	Refer SMPK reply in SI 126
31 5	Clause 4.2 Time & Stage Payment Schedule:	We presume that the period between the submission of the stage report and its processing would not be included in the period of assignment. Please confirm	Yes
31 6	General Counterpart staff	It is not specified in the RFP whether the counterpart staff will be part of this project. Please specify, If yes, how many counterpart staff professionals will need to be considered?	Not understandable
31 7	Section 5 Appendices APPENDIX- I TERMS OF REFERENC E (TOR)	We presume that the physical surveys such as Topographical survey, traffic and transportation surveys, geotechnical investigation etc. will be either provided by the client or the payment will be reimbursed on the actual basis to the selected consultant. Please clarify	Refer SMPK reply in SI 101 & 153. Tourism analysis will be through secondary data.

		<p>We also presume that the tourism analysis will be based on secondary data available within the government domain.</p> <p>Please clarify</p>	
318	Section 5 Appendices - APPENDIX-I	<p>We presume that the client will bear the cost of the meetings and stakeholder consultations. The consultant will facilitate the client.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 255
319	2.8.1 Commercialization Strategy	<p>We presume that the consultant will facilitate and provide all the documents to the client for the Marketing process. The client will bear all the cost pertaining to the roadshows, visits, investor's meet, workshops, Marketing booklets etc.</p> <p>Please clarify.</p> <p>We presume that the Marketing Process will be in India only and no international travel will be required.</p> <p>Please clarify.</p>	<p>Yes financials to be borne by SMPK but all activities towards Marketing process to be done by Consultants. The expenditure of the travel and accommodation of the Consultant's team to be borne by the Bidder in case of international travel.</p> <p>Marketing process will be anywhere in the world.</p>
320	2.9 Stage IX : Periodic Supervision during Implementation: 4.2 Time & Stage Payment Schedule	<p>We note that the overall contract i.e. planning, design and implementation is based on lumpsum payment.</p> <p>In order for the bidder to be able to add value, we request that the payment schedule be revised as below:</p> <ol style="list-style-type: none"> 1) Lump sum payment based on accomplishment of deliverables for (Sr. No. 1-11) 2) Time and Material payment based on actual deployment of supervision staff for Sr. No. 12 (Implementation & Periodic Supervision) 	Accepted. Refer SMPK reply in SI18.
321	4.2 Time & Stage Payment Schedule:	<p>We understand that this note is applicable for only Sr. No. 1 to 11 and not for Sr. No. 12 (Implementation & Periodic Supervision).</p> <p>We suggest that payment for Sr. No. 12 be based on Time and Material basis</p>	Refer SMPK reply in SI 18.

32 2	General Conditions of Contract Forms And Agreements	We presume that the General Conditions of Contract are for construction work not for Consultancy. Please confirm.	Please refer GCC for Consultancy services attached
32 3	Clause 4, Payment Schedule	We understand that the client will provide either its approval or comments on each deliverable within 15 days after submission by consultant and the time taken for approval by different authorities will not be added to the timelines of deliverable submission. Kindly confirm. Further after receiving 20% payment from SMP without approval, when will the remaining 80% payment be released, needs to be specified. SMP should ensure the extra payment of 1% per month beyond 41 months, instead of keeping it at its discretion. Please clarify.	Yes
32 4	Amendment to GENERAL CONDITIONS OF CONTRACT ™ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES	We understand that this section is meant for the construction contractor who will be awarded the work after design is approved and tendered out. This section is not meant for the Design and PMC consultant.	Please refer GCC for Consultancy services attached
32 5	Section 2; Clause no 2.21.3-technical	Due to Covid -19 pandemic the logistic and transport service is affected badly. Hence we request the you to allow digital	Accepted

	<p>proposal point no v</p> <p>the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder</p>	<p>signature of the candidate to be used in the proposal with the consent of the candidate</p>	
326	<p>Clause 4.13 of Amendment to GENERAL CONDITIONS OF CONTRACT</p> <p>CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES:</p>	<p>We understand that this clause is for Contractor who will be awarded construction works not the PMC consultant.</p> <p>Kindly confirm.</p>	<p>Please refer GCC for Consultancy services attached</p>
327	<p>Section3; Evaluation of the Bids and Selection of the Consultants</p>	<ul style="list-style-type: none"> We understand that this is only an online submission and hard copy of the technical proposal is not required to be submitted. We further understand that hard copy of only the point a. approach and methodology and point b. concept design is required to be submitted The hard copy of the presentation can be submitted during the day of presentation. 	<p>No hardcopy to be submitted. Entire proposal including point a. approach and methodology and point b. concept design to be submitted in soft format.</p>

	Clause no 3.1.3	Please clarify the above	
32 8	Clause-2.3 (General Conditions)	We understand that for the drawings supplied by the Engineer, the Consultant shall not be responsible. Please clarify. Whether order for any variation, alteration and modification of the work and for extra works will be at extra cost to the Consultant. Please clarify	Please refer GCC for Consultancy services attached.
32 9	Clause 2.3 (General Conditions)	There is a contradiction in Clauses 2.3 (c) and 2.5 (b) power and authority of The Engineer to order for any variation, alteration and modification of the work and for extra works. Clause 2.3 (c) approves it and Clause 2.5 (b) does not approve it. Please clarify	-do-
33 0	Clause 3.6 (General Conditions)	In this Clause, there is a reference of Special Conditions, but there are no such Special Conditions in the Contract. Please clarify.	-do-
33 1	Clause 4.1 (b) General Conditions	The Contract should be governed by the Arbitration and Conciliation Act 1996 as amended till date. Is there any specific reason for considering	Please refer GCC for Consultancy services attached.
33 2	Clause 4.13 General Conditions	The Consultant's liability for any direct loss to the Client should be limited to the Contract value, please consider modification.	Please refer GCC for Consultancy services attached.
33 3	Clause 4.18	We understand that these Clauses are not applicable to the Consultant, please clarify.	-do-
33 4	GCC Clause 8.3	There are no events where the Consultant has the right to terminate the Contract. It is suggested to include such provision.	-do-
33 5	Clause 5.1	Does the commencement of work will be the effective date of contract, as there is no longstop date also in case the Contract is not executed, with a provision to terminate the Contract in absence of that. Please clarify.	-do-

33 6	Clause 6.2	The payments are deliverable based as per stage payment schedule. This clause in contradiction with Payment Schedule, Section 5 TOR. Please clarify.	-do-
33 7	Section 2:ITB; Clause no 2.6; Sr no (iv)	We request the client to give extension of at least 3 weeks' after reply to pre-bid queries are issued	Refer SMPK reply in SI 87
33 8	Parent Company Undertaking	<p>We are suggesting a sample Parent Company Undertaking to be submitted by the bidders</p> <p><u>Sample Parent Company Undertaking</u></p> <p><u>I _____ (Name and designation)</u> <u>appointed as the authorized signatory#</u> <u>of XXXXXXXXXXXXXXXXXXXX being Holding Company</u> <u>(hereinafter called the Parent Company) of the Consultant,</u> <u>M/s. XXXXXXXXXXXXXXXXXXXX (hereinafter called the</u> <u>consultant) for the purpose of the (Name of work), do hereby</u> <u>solemnly affirm and state on behalf of the Parent Company</u> <u>that we will be providing the financial and technical back up to</u> <u>the Consultant for the satisfactory completion of the</u> <u>Consultancy mentioned above.</u></p> <p><u>SIGNATURE OF THE AUTHORISED SIGNATORY</u></p> <p><u>SEAL OF THE PARENT COMPANY</u></p>	Refer the Parent Company Undertaking as attached.
33 9	Page 9, Note, point ii, 2.8 KEY PERSONNEL of RFP	We request you to kindly consider the team leader permanent staff either from lead or any member of the consortium.	Refer SMPK reply in SI 4
34 0	Page 9, Note, point ii, 2.8 KEY PERSONNEL	Considering the challenges of availability of similar requirement of qualification and Experience of Key personnel in house, we request you to kindly relax the requirement of the permanent full time employees of the firm or have a dedicated	Accepted

	EL of RFP	full time contract employee, and consider the candidates available in market with submission of consent of their availability during the duration of the assignment.	
34 1	Page 8 of RFP	We request you to kindly consider the minimum experience of 15 years	Refer SMPK reply in SI 9
34 2	Page 8 of RFP	We request you to kindly consider the minimum experience of 15 years in India or Abroad of atleast 2 mixed land use waterfront/similar work design in India or Abroad.	Refer SMPK reply in SI 9
34 3	Page 8 of RFP	We request you to kindly consider Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering /Environment Engineering/ Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 ha (247.10 acre) in India or Abroad.	Refer SMPK reply in SI 9
34 4	2.10 ELI GIBILITY CRITERIA, Page no.11 of RFP	We request you to kindly allow four members as a consortium.	RFP condition prevails
34 5	(iii) Technical Eligibility Criteria, Page 11 of RFP	We request you to kindly consider "(b) The bidder or any member of the consortium should have planned a waterfront development with mixed land use on an urban area with waterfront during last 10 years i.e. from 2.11.2010till Proposal Due Date and the water front can be Sea front, Lake front and River front	Refer SMPK reply in SI 251
34 6	(iii) Technical Eligibility Criteria, Page 11 of RFP	We request you to kindly consider projects during last 10 years.	Refer SMPK reply in SI 251
34 7	Page 12 of RFP	Apart from Completion certificate for any further information we request you to kindly accept the copy of Work Order/agreement/ proof from third party.	Refer SMPK reply in SI 126

348	3.1.6 Technical Evaluation, Page 21 of RFP	We presume that the area is in acre. Kindly confirm.	Yes
349	3.1.6 Technical Evaluation, Page 21 of RFP	We presume the area is in acre. Kindly confirm.	Yes
350	3.1.6 Technical Evaluation, Page 21 of RFP	We presume the area is in acre. Kindly confirm. We request you to kindly consider Mixed use waterfront development ---8 Marks -For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 8 marks. The waterfront should increase in proportion to area Eg. Explanatory Examples: (a) One project of waterfront– 3 marks (b) Two projects of waterfront each – 3 +2.5 Marks (c) Three projects of waterfront each – 3 +5 marks	Refer SMPK reply in SI 119
351	General	We request you to kindly limit the liability of the consultant to 10% of the consultancy contract fee.	Refer SMPK reply in SI 155
352	Submission Date	We request you to kindly provide 15-20 working days from the date of response send to the consultant.	Refer SMPK reply in SI 87
353	General	We understand that either India firm taking lead with International consultant or International firm taking lead with Indian firm can participate. Provided that International firm satisfy the requirement of the below, and hence we request you to kindly confirm the same : a) Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in Urban Planning & Architecture, Engineering and Regulatory/PPP expertise. To have planned, designed and implemented major waterfront projects and/or Master Plan and/or Smart city Plan and/or Infrastructure Plan experiences	Yes

		<p>of metropolitan scale.</p> <p>b) Establishment in India for at least 3 years i.e prior to 2.11.2020.</p> <p>c) Indian company can have a consortium /JV with International consultants.</p> <p>Note: 1. In case of consortium, the experience of any consortium member can be considered for the eligibility criteria mentioned in 2 (i) b and c.</p>	
35 4	General	<p>As per the RFP " If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded". We presume in case a consultant bid in consortium only then the cv of consortium partner is required based on the weightage of the experience they are contributing. But in cased consultant is claiming experience of parent firm the candidates/key personnel must not be necessary from the parent firm. Kindly confirm.</p>	RFP condition prevails
35 5	Clause no. 2.10. (iii) a & b on page no. 11	<p>As per the clauses the project experience is required to be fulfilled by Lead Member of the consortium.</p> <p>We understand that minimum eligibility of these clauses has to be met by the Lead Member while eligible project references of other consortium member will also be counted for the marking/ evaluation purpose.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 251
35 6	Clause no. 2.10. (iii) a on page no. 11	<p>We understand that Smart City Planning projects would also be considered as eligible projects provided they fulfill 3300 Acres criteria.</p> <p>Please confirm.</p>	No
35 7	Clause no. 2.10. (iii) a on page no. 11	<p>We understand that projects of consortium member's parent company shall be considered and evaluated, provided that the parent company submits a declaration of joint responsibility of the respective consortium member.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 123
35 8	General	<p>In case of International Project references, generally the contract/ completion certificates are issued in the local languages.</p>	Provide originals as well.

		We understand that a translated document duly signed and stamped by the respective bidder would be acceptable and considered for evaluation.	
359	Technical evaluation table on Page no. 21:	<p>In the scoring criteria the experience required is mention for 3300 Ha while in the eligibility clause on page no. 11, it is 3300 Acres.</p> <p>Similarly, for waterfront development projects it is 350 Ha in the scoring criteria while it is 35 Acres in the eligibility criteria.</p> <p>We understand there is a typographical error and the areas are 3300 Acres & 350 Acres.</p> <p>Please confirm.</p>	Refer SMPK reply in SI 119
360	Clause 2.8 on page no. 8 regarding Key Personnel eligibility:	<p>We understand that only the following are required to be deputed at project site during the planning & implementation phases:</p> <ul style="list-style-type: none"> a. Urban Planner cum Team Leader b. Resident Site Engineer c. Architect/ Urban Planner cum onsite Project Manager d. Procurement Specialist e. PPP Expert & Real Estate Expert <p>While all the other Key Personnel/ expert can work remotely and attend review meetings virtually.</p> <p>Please confirm.</p> <p>Also, the experience of key personnel required is focused and require international experience on similar projects. With these conditions, majority of key personnel will be foreign nationals. Considering their high costs we recommend that the key personnel be allowed to work and actively participate in the review meetings remotely.</p>	<p>Modified list:</p> <ul style="list-style-type: none"> a. Urban Planner cum Project Manager b. Resident Site Engineer c. Procurement Specialist d. Transaction cum PPP Expert e. Real Estate Expert <p>While all the other Key Personnel/ expert can work remotely and attend review meetings virtually- Yes</p>

