



Bhubaneswar Development Authority

Bhubaneswar Development Authority
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Ph: +91-0674-2392801

No.: 34651 / BDA

Dated: 16 / 12 / 2024

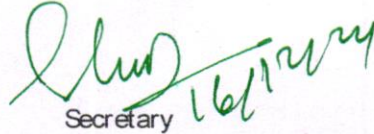
Corrigendum-cum-Response to Pre-Bid Queries

"SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA) PACKAGE 1 (TPS 32, 33, 34, 35 & 36)"

RFP NO. 33351/ BDA/ 2024-25, Dated 27/11/2024

Secretary, BDA on behalf of Bhubaneswar Development Authority (BDA) hereby issues this notice for the attention of all potential bidders that the last date for submission of proposal still 05:00 P.M. on 15/ 01/ 2025. The technical proposal shall be opened at 06:00 P.M. on 15/ 01/ 2025. Corrigendum-cum-response to Pre-bid queries in this regard uploaded at the BDA website and Odisha e-procurement website.

BDA reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BDA reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.


Secretary

BDA, Bhubaneswar

No. 34651/BDA, Bhubaneswar

Date: 16.12.24

Corrigendum-cum-Responses to Pre-Bid Queries

RESPONSE TO THE QUERIES TOWARDS PROVISIONS OF REQUEST FOR PROPOSAL FOR "SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA) PACKAGE 1 (TPS 32, 33, 34, 35 & 36)"

RFP NO. 33351/ BDA/ 2024-25, Dated 27/11/2024

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
1.	Section 2, ITB, 1. Eligible Bidders, Pg No-11	Please note that for the purposes of this RFP, consortium / JV is not allowed	We hereby request you to kindly allow Please note that for the purposes of this RFP, consortium / JV is not allowed itself.	RFP conditions prevail.
2.	Section - 2, Clause No. 1, Sub Clause No. 3, Page No. 10	SECTION 2: INSTRUCTION TO BIDDERS 1. Eligibility Criteria: Bidder should must have completed (during the last 5 Financial Years) at least: i. One (1) contract of similar nature of work not less than INR 80.00 Lakhs; ii. Two (2) contracts each of similar of nature work not less than INR 50.00 Lakhs; iii. Three (3) contracts each of similar of nature work not less than INR 40.00 Lakhs Note:	SECTION 2: INSTRUCTION TO BIDDERS 1. Eligibility Criteria: Bidder should must have completed (during the last 5 7 Financial Years) at least: i. One (1) contract of similar nature of work not less than INR 80.00 Lakhs; ii. Two (2) contracts each of similar of nature work not less than INR 50.00 Lakhs; iii. Three (3) contracts each of similar of nature work not less than INR 40.00 Lakhs Note:	SECTION 2: INSTRUCTION TO BIDDERS 1. Eligibility Criteria: Bidder should must have completed (during the last 10 Financial Years) at least: i. One (1) contract of similar nature of work not less than INR 80.00 Lakhs; ii. Two (2) contracts each of similar of nature work not less than INR 50.00 Lakhs; iii. Three (3) contracts each of similar of nature work not less than INR 40.00 Lakhs

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>1. "Similar nature work" shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme and master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India.</p> <p>2. Contract value means consultancy fee.</p>	<p>1. "Similar nature work" shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme and master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India.</p> <p>2. Contract value means consultancy fee.</p>	<p>Note:</p> <p>1. "Similar nature work" shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme and master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India.</p> <p>2. Contract value means consultancy fee.</p>
3.	Section - 2 Clause No. 1 Sub Clause No. 4. Page No. 11	<p>SECTION 2: INSTRUCTION TO BIDDERS</p> <p>1. Eligibility Criteria: The bidder must have a minimum average annual turnover of INR 50 (Fifty) Crore during the last three financial years i.e., (2021-22, 2022-23, 2023-24)</p>	<p>SECTION 2 : INSTRUCTION TO BIDDERS</p> <p>1. Eligibility Criteria: The bidder must have a minimum average annual turnover of INR 50 25 (Fifty Twenty Five) Crore during the last three financial years i.e., (2021-22, 2022-23, 2023-24)</p>	RFP conditions prevail.
4.	Section - 2 Clause No. 9 Sub Clause No. TQ 1.0 Page No. 15	<p>SECTION 2: INSTRUCTION TO BIDDERS</p> <p>9. Evaluation of Proposal</p> <p>TECHNICAL EVALUATION (2nd Stage):</p> <p>1. Company's Financial Profile</p> <p>Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2020-21, 2021-22, 2022-23) (20 Marks)</p> <p>1.1 > 50.00 Crore and <= 60.00 Crore (5 Marks)</p>	<p>SECTION 2 : INSTRUCTION TO BIDDERS</p> <p>9. Evaluation of Proposal</p> <p>TECHNICAL EVALUATION (2nd Stage):</p> <p>1. Company's Financial Profile</p> <p>Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2020-21, 2021-22, 2022-23) (20 Marks)</p> <p>1.1 > 50.00 25.00 Crore and <= 60.00 30.00 Crore (5 Marks)</p>	RFP conditions prevail.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause																																				
		1.2 > 60.00 Crore and <= 70.00 Crore (10 Marks) 1.3 > 70.00 Crore and <= 80.00 Crores (15 Marks) 1.4 > 80.00 Crores (20 Marks)	1.2 > 60.00 30.00 Crore and <= 70.00 35.00 Crore (10 Marks) 1.3 > 70.00 35.00 Crore and <= 80.00 40.00 Crores (15 Marks) 1.4 > 80.00 40.00 Crores (20 Marks)																																					
5.	Section: 2 Instruction To Bidders Page 15 9. Evaluation of Proposal, Sub clause-TQ 3.1	TQ 3.0 Relevant Experience TQ 3.1 Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India Marks for each category <table> <tr> <th>Consultancy Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> <tr> <td>40.00 Lakh</td> <td>3</td> <td>5</td> </tr> <tr> <td>50.00 Lakh</td> <td>2</td> <td>5</td> </tr> <tr> <td>80.00 Lakh</td> <td>1</td> <td>5</td> </tr> </table> Illustration: If a bidder has 6 projects of 40.00 Lakh, 2 projects of 50.00 Lakh and 3 projects of 80.00 Lakh, then marks will be calculated as under: <table> <tr> <th>Consultancy Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> <tr> <td>40.00 Lakh</td> <td>6</td> <td>10</td> </tr> <tr> <td>50.00 Lakh</td> <td>2</td> <td>5</td> </tr> <tr> <td>80.00 Lakh</td> <td>3</td> <td>15</td> </tr> </table>	Consultancy Fee (INR)	No. of Projects	Marks	40.00 Lakh	3	5	50.00 Lakh	2	5	80.00 Lakh	1	5	Consultancy Fee (INR)	No. of Projects	Marks	40.00 Lakh	6	10	50.00 Lakh	2	5	80.00 Lakh	3	15	Request you to kindly amend the criteria as follows: TQ 3.1 Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India or abroad. Marks for each category <table> <tr> <th>Consultancy Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> <tr> <td>Less than 20.00 Lakh</td> <td>-</td> <td>0</td> </tr> <tr> <td>20.00 Lakh or above</td> <td>4</td> <td>7.5</td> </tr> <tr> <td>Total Marks</td> <td></td> <td>30</td> </tr> </table> Please confirm.	Consultancy Fee (INR)	No. of Projects	Marks	Less than 20.00 Lakh	-	0	20.00 Lakh or above	4	7.5	Total Marks		30	TQ 3.0 Relevant Experience TQ 3.1 Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme master plan / local area plan / similar scheme in India For all remaining criteria, RFP conditions prevail.
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Total Marks		30																																						

Sr.	Clause No. and Page Reference	RFP Provision			Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		Total Marks		30		
		Note: Bidder can use either category for getting maximum 30 marks. Project status = Completed				
6.	General - Bid Due Date Extension				To prepare a comprehensive and competitive Proposal, request you to allow at least two weeks extension after issuance of Pre-Bid Clarification. Please confirm.	Last date for submission of proposals till 05:00 P.M. on 15/01/2025
7.	General Clause	Parent Organization Capability			Please allow the wholly own subsidiary to use the capabilities of Indian Parent organization (Technical and Financial) and vis-versa.	RFP conditions prevail.
8.	Data Sheet (Page No. 4), Point No-10	Earnest Money Deposit (EMD) (Refundable) INR 5,00,000/- (Rupees Five lakh only) in online mode.			We request to allow EMD exemption for Micro and Small Enterprise (MSEs) registered bidder. Such bidders should upload the scanned copy of valid certificate, if not. Please allow to submitting the EMD in form of Bank Guarantee. Also share format of the same.	Such exemption can be considered upon furnishing the relevant certificate where it is mentioned that the bidder is exempted from the EMD (Bid Security)
9.	Data Sheet (Page No. 4), Point No-2	Method of Selection & Proposal Validity Quality and Cost Based Selection (QCBS) (70:30)			We request authority to modify the Method of Selection from QCBS (70:30) to QCBS (80:20)	RFP conditions prevail.
10.	Technical Evaluation (2nd Stage) Page No. 16, TQ 3.1	TQ 3.1 Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme/master plan / local area plan / similar scheme of minimum 100.00 Acres (41Ha) in India			TQ 3.1 Bidder should have successfully completed or ongoing the work of planning or designing of Town Planning scheme / land pooling scheme/master plan / local area plan / similar scheme of minimum 100.00 Acres (4	TQ 3.0 Relevant Experience TQ 3.1 Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme master plan /

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		<p>Marks for each category Consultancy Fee</p> <table><tr><th>Consultancy Fee (INR</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>40.00 Lakh</td><td>3</td><td>5</td></tr><tr><td>50.00 Lakh</td><td>2</td><td>5</td></tr><tr><td>80.00 Lakh</td><td>1</td><td>5</td></tr></table> <p>Illustration: If a bidder has 6 projects of 40.00 Lakh, 2 projects of 50.00 Lakh and 3 projects of 80.00 Lakh, then marks will be calculated as under:</p> <table><tr><th>Consultancy Fee (INR</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>40.00 Lakh</td><td>6</td><td>10</td></tr><tr><td>50.00 Lakh</td><td>2</td><td>5</td></tr><tr><td>80.00 Lakh</td><td>3</td><td>15</td></tr></table> <p>Note: Bidder can use either category for getting maximum 30 Marks Project status = Completed</p>	Consultancy Fee (INR	No. of Projects	Marks	40.00 Lakh	3	5	50.00 Lakh	2	5	80.00 Lakh	1	5	Consultancy Fee (INR	No. of Projects	Marks	40.00 Lakh	6	10	50.00 Lakh	2	5	80.00 Lakh	3	15	<p>Marks for each category Consultancy Fee</p> <table><tr><th>Consultancy Fee (INR</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>30.00 Lakh</td><td>3</td><td>10</td></tr><tr><td>50.00 Lakh</td><td>3</td><td>10</td></tr><tr><td>80.00 Lakh</td><td>1</td><td>10</td></tr></table> <p>Illustration: If a bidder has 3 projects of 30.00 Lakh, 3 projects of 50.00 Lakh and 1 projects of 80.00 Lakh, then marks will be calculated as under:</p> <table><tr><th>Consultancy Fee (INR</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>30.00 Lakh</td><td>3</td><td>10</td></tr><tr><td>50.00 Lakh</td><td>3</td><td>10</td></tr><tr><td>80.00 Lakh</td><td>1</td><td>10</td></tr></table> <p>Note: Bidder can use either category for getting maximum 30 marks Project status = Completed/Ongoing</p>	Consultancy Fee (INR	No. of Projects	Marks	30.00 Lakh	3	10	50.00 Lakh	3	10	80.00 Lakh	1	10	Consultancy Fee (INR	No. of Projects	Marks	30.00 Lakh	3	10	50.00 Lakh	3	10	80.00 Lakh	1	10	<p>local area plan / similar scheme in India</p> <p>For all remaining criteria, RFP conditions prevail.</p>
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11.	Page 11, 1. Eligible Bidders, Sl. No. 5 of Eligibility Criteria	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. (<i>Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public</i>)	We request you to consider a Self-Declaration from the bidder on their Letter head instead of affidavit in non-judiciary stamp paper.	RFP conditions prevail.																																																
12.	Page 38 Team Composition Note No. 1 & 2	1. Bidders should note that all the above team members are to be deployed for the entire duration of the assignment including	We understand that the project being a Designing of Town Planning Scheme, the proposed team members should be	Yes																																																

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>'field time' and 'home time' as per the 'Project Implementation & Staffing Plan' mentioned in their Approach & Methodology.</p> <p>2. Team members mentioned at serial no 5, 6, 7 and 8 is required to deployed at site for entire duration of the project.</p>	available for the entire duration of the assignment and the team members working from their home office has to be deployed at site as and when required basis. Kindly confirm.	However, team members mentioned at serial no 5, 6, 7 and 8 in RFP document is required to deployed at site for entire duration of the project.
13.	Page 38, Clause No. 6	Delivery and Payment schedule	<p>We understand that the timelines mentioned in this clause do not include time taken by the Client for review and approvals in between different stages of work, and time taken for approvals by any other agency/ authority. Kindly confirm this understanding.</p> <p>We request that maximum time taken by the Client to review and approve the deliverables may please be specified.</p>	RFP conditions prevail.
14.	Page 75 Clause No. 4.4 Removal and/or Replacement of Personnel:	4.4.1: Except as the Client may otherwise agree, no changes shall be made in the Key Personnel after deployment. It may be noted that the Principal Designer/Project Manager/Team Leader proposed for the Project shall be available for the entire duration of the Project. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace more than 1 Core Personnel in the first 12 (twelve) months, a penalty of 5% of the professional fee quoted for that Core Personnel of the remaining tenure (period for which the replacement is being	<p>We request you to remove this clause as it is a Lumpsum rate for Consultancy work and not on man month basis for core personnel. Kindly modify the clause as under:</p> <p>"4.4.1 If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Core Personnel, the Consultants shall provide a replacement with equivalent or better qualifications & experience immediately. The consultant shall ensure that any such activity of replacement of the Key personnel will not delay or affect</p>	<p>RFP condition prevail(s)</p> <p><i>However, please note that all the provisions of the contract agreement are generic in nature and will finalize during the contract negotiation with the selected bidder.</i></p>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		made) shall be imposed by the Client, the Consultants shall provide as a replacement a person of equivalent or better qualifications & experience.	the progress and quality of the service by the Consultant.	
15.	Page 80 Clause No. 9 Liquidated Damages, Sub clause-9.3.2	9.3.1. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof. 9.3.2. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (5), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay	Please clarify the delays which are beyond the control of consultants or any delays due to Review and Approval procedure by Client will not be considered under this clause.	RFP condition prevail(s) <i>However, please note that all the provisions of the contract agreement are generic in nature and will finalize during the contract negotiation with the selected bidder.</i>
16.	Page 83 III. Special Conditions of Contract, Sub clause-7	SC Clause No. 7 The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act: (a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs; (b) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant, with a minimum coverage of	As we are having umbrella Insurance policies, kindly add the following clause: "In case the consultant intends to utilize the existing umbrella Insurance policy already obtained by the consultant, in the cover note / letter issued by the insurance company incorporating the name of this work in the umbrella policy, it shall mention the BDA as the beneficiary and consultant shall procure an undertaking from the Insurance Company in this regard."	RFP condition prevail(s) <i>However, please note that all the provisions of the contract agreement are generic in nature and will finalize during the contract negotiation with the selected bidder.</i>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>INR XXXXXXXXXXXXXXXXXXXX; (c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, 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</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p>		
17.	General	Client's Certificates of Project completion	Please clarify that in absence of any Client's certificate of projects completion, a Chartered Accountant certified proof of receipt of payment is admissible for evaluation.	<p>Yes</p> <p>It is clarified that in absence of any Client's certificate of projects completion, a certificate from Chartered Accountant is admissible for evaluation. and in that case, bidder will submit following document to validate the proof of completion:</p>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		work of plannin g and designin g of Town Plannin g scheme / land pooling scheme / master plan / local area plan / similar scheme of minimu m 1 00.00 Acres (41 Ha) in India		
19.	Page No-38, Note, Point No- 1 & 2	Note: 1. Bidders should note that all the above team members are to be deployed for the entire duration of the assignment including 'field time' and 'home time' as per the 'Project Implementation &		We understand that 'Project Implementation & Staffing Plan' and 'Approach & Methodology' are required to be submitted at the time of presentation only and not with Technical Proposal.
				RFP condition prevail.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>Staffing Plan' mentioned in their Approach & Methodology.</p> <p>2. Team members mentioned at serial no 5, 6, 7 and 8 is required to deployed at site for entire duration of the project.</p>	<p>Kindly confirm.</p> <p>We request to delete this clause and allow the consultants personnel to work from the consultant's head office. However, the key personnel will be available for the discussion / meetings online as well as in physical, as and when required.</p>	
20.	Section 4, Broad Scope of Work, Table-1 and Map1, page 26-27	Section 4, Broad Scope of Work,	We request for .kmz or .kml files to be provided to the bidders for better understanding of the project site, its location, surroundings and related aspects.	Will be provided to the selected bidder.
21.	Section 4, 2-Scope of Work for selected Firm/ Agency, page-28	Section 4, Broad Scope of Work,	We understand that GIS shape files and coordinates of the site locations will be provided to the selected consultant.	Yes
22.	Section 4, 2-Scope of Work for selected Firm/ Agency, page-28	Section 4, Broad Scope of Work,	We understand that GIS shape files of the CDP vision-2030 and Extended CDP-2040 will be provided to the selected consultant.	Yes
23.	Section 4, 2-Scope of Work for selected Firm/ Agency, page-28	Section 4, Broad Scope of Work,	We understand that the TP scheme sites are already selected and notified. The selected consultant will be responsible for supporting the client for fixing and delineation of the scheme boundary on ground by providing an engineer for supervision of demarketing boundary on ground.	<p>No</p> <p>It is clarified that the consultants are required for end-to-end service.</p> <p>It is responsibility of the selected bidder to complete the entire work</p>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause																				
			We understand that the client will provide geo-referenced cadastral maps and list of owners	as per the scope of work mentioned in the RFP.																				
24.	6.3 Terms of Payment Page No. 78 Clause No. 6 Page No. 38	<p>The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released after the approval of the committee of the deliverable.</p> <p>6. Delivery and Payment Schedule</p> <table><tr><th colspan="4">PAYMENT MILESTONE</th></tr><tr><th>S. No</th><th>Activity Wise Deliverables</th><th>Timelines in Months</th><th>Percentage of Fee</th></tr><tr><td></td><td>Mobilization for Survey Work</td><td>T+1</td><td>5%</td></tr><tr><td></td><td>Completion of all stages for Survey work- and submission of final survey report</td><td>T+2</td><td>10%</td></tr><tr><td></td><td>Submission of</td><td>T+5</td><td>10%</td></tr></table>	PAYMENT MILESTONE				S. No	Activity Wise Deliverables	Timelines in Months	Percentage of Fee		Mobilization for Survey Work	T+1	5%		Completion of all stages for Survey work- and submission of final survey report	T+2	10%		Submission of	T+5	10%	<p>We would like to highlight that this type of assignment requires a high level of engagement from experts across multiple disciplines. To ensure smooth progress and timely deliverables, consultants will require adequate cash flow to cover expenses to ensure requisite resources & Tools. Payments to specialized agencies, such as engineering surveys, Traffic Survey, Travel Expenses etc, such expenses are typically paid in advance.</p> <p>However, the current payment terms seems to result in prolonged delays in receiving payment, primarily because there is no distinction between the stages of report submission and client approval, moreover there is no time limit for the approval of deliverable from the client.</p> <p>In similar assignments, payments to consultants are typically made in two stages for each deliverable 1) at the time of submission of Deliverable against which 70% payment can be released within 15 days 2) while on Approval 30% payment on Approval, can be released within 10 days from the date of Approval of the deliverable.</p>	RFP condition prevail.
PAYMENT MILESTONE																								
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			Preliminary Proposal			S.No	Particulars	Percentage of Fee	
			Submission of Draft Town Planning Scheme	T+6	20%	1	Mobilization for Survey Work	05%	
			After approval of Draft TP Scheme Govt of Odisha	T+8	15%	2	Completion of all stages for Survey work- and submission of final survey report	07%	
			Submission of Preliminary Town Planning Scheme	T+10	20%	3	Completion of all stages for Survey work- and submission of final survey report	03%	
			Approval of Preliminary Town Planning Scheme	After approval	15%	4	Submission of Preliminary Proposal	07%	
			Submission & Approval of Final Town Planning Scheme	After approval	5%	5	Approval of Preliminary Proposal	03%	
						6	Submission of Draft Town Planning Scheme	10%	
						7	After approval of Draft TP Scheme Govt of Odisha	15%	
						8	Submission of Preliminary Town Planning Scheme	20 %	
						9	Approval of Preliminary Town Planning Scheme	15%	

Sr.	Clause No. and Page Reference	RFP Provision		Query/Suggestion/Clarification sought by the bidders			Reply/Amended Clause	
			Total	100%				
					10	Submission of Final Town Planning Scheme	3.5%	
					11	Submission of Final Town Planning Scheme	1.5%	
					12			
25.	Clause No. 9, sub clause- 9.3, 9.3.1, Page No. 80	9. LIQUIDATED DAMAGES 9.3. The liquidated damages shall be applicable under following circumstances: (in case of Assignment based service) 9.3.1. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof. 9.3.2. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (5), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.			We understand that Liquidated Damages (LD) will only be imposed when the delay is solely attributable to the Consultant and not due to delays in approvals from authorities. Furthermore, the penalty of 1% of the contract value per week appears to be excessively high. According to industry standards, the penalty typically ranges from 0.2% to 0.5% per week. For high-value projects such as this, the applicable penalty limit is generally 0.2% per week, with a maximum Total Penalty of 10% of the total contract fee. We request you to kindly amend the clause as under; If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 0.2 % of the total cost of the services for delay of each week or part thereof.			RFP condition prevail.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
26.	. Point No. 14, Page no. 86	<p>11. Limitation of the Consultants' Liability towards the "Client"</p> <p>11.1. 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 Client's property, shall not be liable to the Client:</p> <p>11.1.1. for any indirect or consequential loss or damage; and</p> <p>11.1.2. for any direct loss or damage;</p> <p>11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p>11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of 11.1.2.1. or 11.1.2.2. is higher.</p>	<p>Linking the limitation of liability to the proceeds of the insurance maintained by the consultant exposes the consultant to unforeseen risks that cannot be quantified at the time of bidding.</p> <p>Additionally, indirect or consequential losses or damages can be limitless and significantly exceed the consultancy fee. Such provisions impose unlimited risk on the consultant, which may potentially deter the qualified bidders from participating in the bidding process.</p> <p>We request you to kindly considering delinking the Insurance proceeds from limitation of liability and removing the indirect or consequential loss or damages from the clause. We also request you to kindly restrict the Limitation of Liability to the maximum limit of 100% of the contract value.</p> <p>Kindly amend.</p>	RFP condition prevail(s)
27.	Page 11 MINIMUM ELIGIBILITY	<p>Page 11</p> <p>MINIMUM ELIGIBILITY FOR DIFFERENT CATEGORIES IS AS BELOW:</p> <p>Sl. No. 01 Category A Sub-clause 04 & 05</p>	<p>We request you to update the clause as follows:</p> <p>4. The firm must have completed Preparation of Detailed Project Report of at-least 3 24 x 7 Water Supply</p>	There is no such clause in our RFP, which you have mentioned here.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>4. The firm must have completed Preparation of Detailed Project Report of 24 x 7 Water Supply Schemes for 3 ULBS/Cities of more than Rs.100.00 Crores Project Cost.</p> <p>5. The firm must have completed Preparation of Detailed Project Report of Sewerage Schemes in at least one ULBS/Cities of more than Rs.100.00 Crores Project Cost.</p>	<p>Schemes/Sewerage Schemes for ULBS/Cities of more than Rs.100.00 Crores Project Cost.</p> <p>Both Water Supply and sewerage experience please be considered alternatively.</p> <p>Please consider 3 no of projects instead of 3 no of ULBs/cities</p>	
28.	General		<p>Based on our project experience and delivery, we understand that approvals from third parties or the client side often require time, and subsequent deliverables are typically dependent on the successful completion of prior milestones.</p> <p>We request the department to ensure that the timelines for deliverables exclude the duration required for obtaining necessary approvals post-submission, thereby preventing any hindrances to the successful achievement of project outcomes.</p>	It is clarified that time taken for approvals etc. shall exclude from the timelines of deliverables.
29.	TECH - 3 Bidder Organization (Financial Details), Pg. No-43	Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.	We request the authority to clarify the process for submitting the hard copy of the CA Certificate, as the RFP permits only online submissions and for the same, only scanned copy of the certificate can be provided.	It is clarified that at the time of bidding, bidder should submit scanned copies of the certificate. However, original copies of the same shall be required from the selected bidder at the time of signing of the contract.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
30.	TECH 9 Format of Curriculum Vitae (CV) for Proposed Key Personnel, Pg No-51	[For each position of key professional separate form Tech B 6 will be prepared]	In the RFP, we could not find the Tech B6. Hence, we request authority to provide the format for Tech B 6 for proposal compilation.	CV to be provided as per Tech-9 of the RFP.
31.	11. Performance Bank Guarantee (PBG): Page No-19	Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favour of "Bhubaneswar Development Authority" , as per the format at Annexure-II, for a period of six months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 6months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.	We request you to clarify the validity of Performance Bank Guarantee 3 Months or 6 Months. We request you to keep it 3 months.	It is clarified that validity of PBG shall be for a period of six months beyond the entire contract period
32.	11. Performance Bank	Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting	We request you to kindly accept Performance Bank Guarantee amounting to 5% of the contract value which is generally followed in PSU tenders.	RFP condition prevail

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	Guarantee (PBG): Page No-19	to 10% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favour of "Bhubaneswar Development Authority", as per the format at Annexure-II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 6months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on thePBG.		
33.	20. Governing Law and Penalty Clause: Pg-20	Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value.	<p>We request you to change penalty to 0.25 % per week and modify the clause as below:</p> <p>Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 0.25 % per week subject to maximum of 10% of the total contract value.</p>	RFP condition prevail
34.	FIN 1	<i>The above quoted amount is inclusive of the taxes applicable as per GST Act.</i>	As per financial BoQ sheet & Fin 2 the quoted amount is Excluding CST but as	It is clarified that form Fin-2 is just for reference and no need to

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	COVERING LETTER, Pg-54		per RFP Fin-1 the quoted amount is inclusive of GST. Please confirm whether we need to quote in Form Fin 1 including / excluding GST.	submit the same with technical documents. It is further clarified that bidders are required to submit only financial BoQ in excel file only. Please refer the note of Fin-1 form in this regard.
35.	Section 3: ToR Clause 2: project Background, Pg-25	The Town Planning Schemes of BDA is having total 45 no of Town planning Schemes divided into four (4) Zones in 58-part revenue villages of Bhubaneswar Development Plan Area.	Please provide details on the relevant data and maps currently available with BDA? Are Land Ownership details available with BDA?	Any data available with BDA shall be provided to the selected bidder only and there is no need to disclose at bidding stage regarding the same.
36.	Section 3: ToR Clause 2.1.1 : Survey Stage-I: ... Base map, Pg-29	Collection of Field Data, Survey, Preparation of Base Map and Reconciliation of RoR with survey data	Will client furnish a geo-referenced soft copy of the Detailed Land use development Plan of the project area	No
37.	Section 3: ToR Clause 2.1.1A (c) : Pg-29	DGPS survey shall be used for generation of Ground Control Points (GCPs).	Will the specific location for establishment of DGPS points be provided by client or it is to be decided by the successful bidder? Is there any specification or dimensions for the establishment of DGPS pillar? Will control points be provided?	It is clarified that there is no such location for establishment of DGPS points. Bidders are required to cover entire project area and complete the survey at per the direction of BDA.
38.	Section 3: ToR Clause 2.2.1 (ii):	Collection of updated Cadastral map and revenue plot numbers including their Division/Sub Division falling in the identified Scheme area.	Are cadastral maps and ownership data available with the client?	No

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	Pg-32			
39.	Section 3: ToR Clause 2.1.2 Survey Stage-II (E): Pg-32	Submission of Final Base Map and Plot wise: Soft copy of the Final Base Map in Auto CAD and GIS Format (with all the attributes in the layers as per Appendix-A) and as finalized by BDA.	It is mentioned that all drawing deliverables are also required to be submitted in AutoCAD/GIS format. Please clarify if GIS Land use base map/ Survey and Land record maps/ Boundary maps/ Satellite imagery for the project area (Package 1) shall be provided by the Client in appropriate GIS/ ACAD format/ electronic format? Also, will client provide Digital Elevation Model (DEM) for the project site (Package 1)?	No such data is available with the client. Bidders are required to obtain all the required files/data on his own.
40.	Section 3: ToR Clause 2.1.2 Survey Stage-II (E): Pg No-27	Map1: Area for TPS under Zone 4(Package-1-TPS No.-32, 33, 34, 35 & 36)	Map only shows town planning scheme area marked on part land use plan. No detailed information is provided in the RFP regarding the specific location, no. of plots, ownership details, other physical features, etc. for Package 1. Will detailed information regarding the Package 1 be provided by the client	No. It is clarified that it is bidders' responsibility to collect all the information from the revenue.
41.	Section 3: 6. ToR Delivery and Payment Schedule,Sr.	-Approval of Preliminary Town Planning Scheme - Submission & Approval of Final Town Planning Scheme:	20% payment is payable against the payment milestone. However, it is to be brought to the notice that the approval of town planning scheme will take its own	RFP condition prevail

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	No-7&8, Pg No-38		time as per the govt procedures however the payment % shall be requested as <ul style="list-style-type: none"> - Approval of Preliminary Town Planning Scheme: 2.5% - Submission & Approval of Final Town Planning Scheme: 2.5% 	
42.	SECTION: 3: Clause 2.1. Survey Work: 2.1.1, (f) viii- infrastructure facility, Pg No-30	Mapping of all physical infrastructure with location and boundary of Infrastructural facility such as	Please confirm if this should be mapped in the GIS base map.	Yes
43.	SECTION: 3: Clause 2.1. Survey Work: (o), Pg No-30	Comparison/tally of survey done at site with records/survey sheets obtained from Revenue department and authentication of final measurement, location and area with respect to each survey no./Block No./C.T.S. No. by BDA	We understand, the fees / charges for validation of original plot's shape and size by District Land Records will be borne by the client. please confirm	It is clarified that it is bidder responsibility to pay the fees/charges to be charged by the any authority and BDA will not anything in this regard.
44.	Eligible Bidders, Clause 3, P-10	Supportive Documents TECH -5, Copies of Work Order / Contract Document And Completion Certificate / Letter of Completion from the Client.	We request you to kindly consider ongoing projects till draft stage submission as Completion of Master Plan assignments depends upon approval from state government/client which takes a long duration as per the provisions of the OTPIT	RFP condition prevail

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			<p>Act. Also, we would like to inform that, we have already completed GIS based Master plan projects in Odisha for towns like Barbil, Baripada and Keonjhar.</p> <p>Further, we have an ongoing Project in Dhenkanal wherein Draft Master Plan has been submitted and awaiting notification from DRIT Odisha.</p> <p>So, under these circumstances we request you to kindly consider the "Ongoing projects upto Draft Submission" also as eligibility criteria for bidding.</p>	
45.	Technical Evaluation (2 nd Stage) Clause TQ 3.1, P-16	<p>Documentary Evidence</p> <p>LOI/LOA/ Agreement</p> <p>And</p> <p>Completion Certificate from the client</p>	<p>Again, we request you to kindly consider ongoing projects till the Draft Stage submission because Completion will depend on final approval from state government and modify the Clause as below:</p> <p>LOI/LOA/ Agreement</p> <p>And</p> <p>Completion Certificate from Client/Ongoing till Draft the Stage Submission</p>	RFP condition prevail
46.	Tech-3; Page-44	<p>Tech-3 Bidder Organization (Financial Details)</p> <p>Consulting Turnover (in Lakh)</p>	-	<p>Tech-3 Bidder Organization (Financial Details)</p>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
				Turnover (in Crores)
47.	Clause Section-2. Eligible Bidders Sr. No -2 CRITERIA FOR EVALUATION (Refer Page 10)	<p>The bidder / consortium members should have been in the relevant business for more than 5 years from the date of Incorporation on the last date of submission of the proposal.</p> <p>Relevant business means planning and designing of Town Planning / land pooling/ master planning / local area plan</p>	<p>The bidder / consortium members should have been in the relevant business for more than 12 years from the date of Incorporation on the last date of submission of the proposal.</p> <p><i>Relevant business means planning and designing of Town Planning / land pooling/ master planning / local area plan.</i></p> <p><i>It is required that the agency has enough experience & learnings</i></p>	RFP condition prevail