

RFP PMU Cell Queries Responses/Reply

S. No.	Description	Queries	Response/Reply
1	1.2 Important Dates of Invitation to RFP Last Date and time for Submission of Bid: Date:31.10.2022, 04.00 PM.	We would kindly request the authorities to extent the bid submission date as there are festive holidays during this month.	Accepted Last date of Bid submission 25.11.2022
2	Point II. of RFP Notice, Invitation to RFP The bidders, who intend to participate in this bid, are required to follow the below mentioned stages: h. Calculation of Total Score using “Quality cum Cost Basis” (QCBS) with 80%weightage to Technical Score (TS) and 20% weightage to Financial Score.(FS)	We request the authorities to limit the tender to empanelled firms only and hence this tender shall be based on Least Cost Basis (LCBS) only.	Not Accepted
3	Technical Evaluation Criteria The bidder shall have executed at least 2 Consulting/Advisory Services projects (ongoing/completed) in the following domains/ services in last 5 years.	-Request the authorities to exempt the firms empanelled from this criteria. -Also would request the to kindly increase the time period mentioned as 5 years to 10 years.	Not Accepted
4	2.1 PMU of Technical Evaluation Criteria Team leader cum Urban Planner- (8) 4+ 2 marks for International projects for minimum duration of 2years + 2 marks for experience of working in hilly areas for the period of 2 years	Would request the authority to wave of International Projects for marking criteria as it would push the cost of the project.	Not Accepted
5	2.2 PMU of Technical Evaluation Criteria GIS Expert- Education Qualification:B.E./B.Tech/B.Arch √ PGD in GI Sand Remote Sensing/ Masters in GIS and Remote Sensing Must have more than 10 years’ experience in GIS applications	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted
6	2.3 PMU of Technical Evaluation Criteria Transport Planner- Education Qualification: B.E./B.Tech and PG in / transport planning/transport economist or equivalent Must have more than 10 years’ experience in Urban / urban transport Sector and expertise in Indian / International government projects	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted

7	2.3 PMU of Technical Evaluation Criteria Transport Planner- Education Qualification: B.E./B.Tech and PG in / transport planning/transport economist or equivalent Must have more than 10 years' experience in Urban / urban transportSector and expertise in Indian / International government projects	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted
8	2.4 PMU of Technical Evaluation Criteria Infrastructural Planner- Education Qualification: B.E./B.Techand M.Tech Civilor Equivalent Must have more than 10 years' experience in infrastructure Sectorand expertise in Indian / International government projects	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted
9	2.5 PMU of Technical Evaluation Criteria Environmental Planner- Education Qualification: B.E./B.Tech and PGD /in environment or equivalent Must have more than 10 years' experience in preparation of EIA for Indian / International government projects	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted
10	2.6 PMU of Technical Evaluation Criteria Social Expert- Education Qualification: BA/B.Sc and PG in social science/sociology/social work or equivalent Must have more than 7 years' experience in preparation of SIA for Indian/International government projects	Would request the authority to kindly reduce the experience to more than 5 years for marking scheme.	Not Accepted
11	2.7 PMU of Technical Evaluation Criteria Institutional & Reform Expert- Education Qualification: Bachelor in any stream and Master in Urban planning/ architecture /Law/public admin/ transport planning or equivalent Must have more than 10 years' experience in Institutional & Reforms in Urban Sector India and policy	Would request the authority to kindly reduce the experience to more than 7 years for marking scheme.	Not Accepted
12	2.1 PMU of Technical Evaluation Criteria	Would suggest the authority to include Sector Expert- for Water & Sewerage as apart of team. As it forms a very important	Not Accepted
13	General	Request the authorities to limit the tender only to the Empanelled Firms.	It is already Provisioned
14	Page 10, Clause 2.4 Cost of Tender document A Non-Refundable, tender Fee of Rs. 10,000/- (Rupees Ten Thousand only) in the form of DD in favour of "Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority" payable at Dehradun.	We request Authority to kindly consider NEFT/ RTGS for submitting tender Fee	Accepted already Provisioned for online transfer

15	<p>Page 13 Clause 9.1 Methodology & Criteria for Bid evaluation The Committee would first thoroughly check the technical bid form and supported documents. The bidders who meet the technical eligibility criteria will be required to give a brief presentation (duration of approximately 10 minutes each including Q&A).</p> <p>Page 17 Point 3</p> <p>The date will be intimated separately to the bidders who meet the technical eligibility criteria. Presentation on</p> <p>i. Over all Understanding of the assignment, The urban sector’s fundamentals and growth strategies linkages with SDGs commitments ii. Approach & Methodology and resource deployment work plan iii. Organization strength & capabilities in urban (planning & infrastructure development) sector</p>			<p>We request Authority to clarify that the presentation mentioned in clause is not required to be submitted with the Technical Proposal</p> <p>government projects in Government reforms and policy advisory</p>	<p>Presentation is not Required to submit with Technical Bid</p>		
16	<p>Page 14 Technical Evaluation Criteria 2 PMU</p> <table border="1" data-bbox="226 821 693 1360"> <tr> <td data-bbox="226 821 441 1360"> <p>2.1 Team leader cum Urban Planner</p> </td> <td data-bbox="441 821 693 1360"> <p>Team leader cum Urban Planner- (8) 4+ 2 marks for International projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years</p> </td> </tr> </table> <p>Education Qualification: B. Planning/ B.Arch and PG in Urban planning/ architecture / transport planning/town planning or equivalent Must have more than 12 years’ experience in Urban Planning and expertise in Indian / International government projects in Government reforms and policy advisory</p> <p>Education Qualification: B.E./B.Tech and PGD /in environment or equivalent Must have more than 10 years’ experience in preparation of EIA for Indian / International government projects in Government reforms and policy advisory</p>			<p>2.1 Team leader cum Urban Planner</p>	<p>Team leader cum Urban Planner- (8) 4+ 2 marks for International projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years</p>	<p>We request Authority to please consider the following 2.1 Team (8) Education Qualification: leader cum 4+ B. Planning/ B.Arch/ B. Urban Planner 2 marks for working Tech with PG in Urban in PMU for Central/ planning/ Architecture/ State Govt./ State transport planning/town Housing Board/ planning/ M.Tech or Development equivalent Authority Must have more than 12 years’ experience in Urban Planning and expertise in Indian / International government projects in Government reforms and policy advisory</p>	<p>Not Accepted</p>
<p>2.1 Team leader cum Urban Planner</p>	<p>Team leader cum Urban Planner- (8) 4+ 2 marks for International projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years</p>						

	2.5 Environmental Planner	2	Education Qualification: B.E./B.Tech and PGD /in environment or equivalent Must have more than 10 years' experience in preparation of EIA for Indian / International government projects	Education Qualification: B.E./ B.Tech/ B.Arch and PGD/in environment or equivalent Must have more than 07 years' experience in preparation of EIA for Indian/ International government projects	
	2.8 Financial cum PPP Expert	(3) (2+1 for PPP projects more than Rs 50 Cr in Govt Sector for minimum 3 years	Education Qualification: B.E./ B.Tech/ B.Com and PG in management/ finance/ accounts or equivalent Must have more than 10 years' experience in financial analysis of infrastructure Sector and expertise in Indian /International government projects	Education Qualification: B.E./B.Tech/B.Com and PG in management/ finance/ accounts or equivalent Must have more than 08 years' experience in financial analysis of infrastructure Sector and expertise in Indian /International government projects	
	2.11 Architect Planner	3	Education Qualification: B. Arch Must have more than 10 years' experience in Architectural planning/ urban planning/ town planning	Education Qualification: B. Arch Must have more than 08 years' experience in Architectural planning/ urban planning/ town planning	
17	<p>Page 22 10.1 Scope of Work Other Tasks and Responsibility:</p> <ul style="list-style-type: none"> • The PMU needs to execute all other tasks given by UHUDA or by the State Government time to time. • The services of the PMU can be utilized by Uttarakhand Awas Vikas Parishad, Town and Country planning Department, Real Estate Development Authority, MDDA, HRDA, District Level Development Authorities, Bhagirathi Nadi Ghati Vikas Pradhikaran, Gairsain Vikas Parishad, Uttarakhand Metro Rail Corporation Ltd or by any other authorities or departments which seek technical expertise and guidance in the fields of • Resources can be posted in any of the District Level Development Authority in the State as and when required basis in the direction of the State Government or UHUDA 			<p>We understand the overall scope of work of PMU is to support UHUDA. However, we request Authority to please confirm that PMU scope does not include execution/ Implementation and monitoring of construction projects, project construction management, etc. to be undertaken by UHUDA or any other Govt. Dept.</p> <ul style="list-style-type: none"> • It is assumed that services of PMU resources is to be utilized by other Govt. Depts. in State of Uttarakhand as mentioned in clause, the payments for utilization of experts will be done by UHUDA as per payment schedule irrespective of 	Not Accepted

		<p>any funding arrangement of UHUDA with other Depts.</p> <ul style="list-style-type: none"> • We request Authority to limit the deployment of resources at Dehradun only but not to any other part of State. 	
18	<p>10.2 Key Experts Req</p> <p>The scope of work requires adequate staffing of key professionals and support team (non-key staff) by the bidder at Dehradun. There shall be key resources to be deployed on regular basis, key resources to be engaged on intermittent basis and non-key resources on regular basis in the PMU.</p>	<p>We request Authority to provide payment schedule and entitlement for travel, logistics and accommodation for Intermittent resources and shall be reimbursed on actual basis on submission of original proof of payment and tickets.</p> <p>The travel shall be limited to UHUDA office at Dehradun.</p>	Not Accepted
19	<p>10.2 Key Experts Req and FIN Form 5 Financial Bid</p> <p>The table showing break-up of regular and intermittent experts on page 23 is different from the format provided for Financial Bid Form 5 as per page 29 Transport Planner, Environmental Planner, Finance cum PPP Expert, Procurement Expert, Architect Expert, Landscape Planner are categorized as Intermittent Basis as per clause 10.2</p> <p>Whereas, Infrastructural Planner, Social Expert, are also categorized as Intermittent Basis in Form 5</p>	<p>We request Authority to clarify the positions of experts on regular and intermittent basis</p>	Accepted Correct Version of BOQ as uploaded on uk tender Portal.
20	<p>11 Payment Terms</p> <p>UHUDA or other departments can use the resource rate card to hire additional resources to execute other projects.</p>	<p>The Authority is requested to clarify that sufficient time shall be provided for hiring of additional resources as per mentioned educational and experience criteria for positions specified in RFP</p>	15 days time given to deploy the resources

21	<p>12.3 Conduct of Technical Consultant Manpower</p> <p>1. Consultant will have biometric attendance monitoring system and regular attendance of personnel will be monitored by UHUDA 2. It is expected that in a quarter minimum 85% of aggregated attendance is maintained and reported as part of the Performance Reports Monthly</p> <p>3. Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, UHUDA will have the right to deduction of Rs.2000 per day for the resource. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments.</p>	<p>We request Authority to please clarify that leaves granted to the resources are in addition to the holidays as per State Govt/ UHUDA holiday calendar and weekly holiday/s.</p> <p>We request Authority to remove the criteria for deduction of Rs 2000 per day for the resource beyond 5 days. The Authority is requested to release the payment based on actual attendance with a condition of minimum 85% of aggregated attendance is maintained and reported as part of the Performance Reports Monthly</p>	Not Accepted
22	<p>Additional clause Request for extension for proposal submission</p>	<p>We request Authority to please Provide sufficient time i.e. 4 Weeks after the release of response to pre-bid queries by Authority to enable us submitting the proposal</p>	Accepted As point No. 1
23	<p>Additional clause Request for inclusion for annual increment for payment of resources</p>	<p>We understand that period of PMU is 36 months. We request Authority to please include provision for annual increment of payment for the resources as per standard industry practice.</p>	Not Accepted
24	<p>Page 10, Clause 2.5, point 7 The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non fulfillment of any of the terms or whole of the contract.</p>	<p>We request Authority to modify the clause as The bidder is liable to pay liquidated damages and penalty subject to a maximum of 10% of the contract value imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms</p>	Accepted

		or whole of the contract.	
25	<p>Page 25, Consultant shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will Consultant divulge/reveal/share such data for the purpose other than for meeting the UHUDA's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of Consultant's services from the Government of Uttarakhand. The decision of the client shall be final in this regard and binding on Consultant</p>	<p>We request Authority to modify the clause as Consultant shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will Consultant divulge/reveal/share such data for the purpose other than for meeting the UHUDA's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of Consultant's services from the Government of Uttarakhand. The decision of the client shall be final in this regard and binding on Consultant.</p>	Accepted
26	<p>Additional Clause Limitation of Liability We request Authority to please insert the clause</p>	<p>UHUDA (and any others for whom Services are provided) shall not recover from 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. UHUDA (and any others for whom Services</p>	Not Accepted

		are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	
27	<p>Additional Clause Confidentiality We request Authority to please insert the clause</p>	<p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving</p>	Not Accepted

		party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
28	<p>Additional Clause Reports We request Authority to please insert the clause</p>	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for UHUDA's internal use only (consistent with the purpose of the particular Services) including UHUDA's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. UHUDA may not rely on any draft Report and consultant shall not be required to update its Final Report.</p>	Not Accepted
29	<p>Additional Clause Reports We request Authority to please insert the clause</p>	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for UHUDA's internal use only (consistent with the purpose of the particular Services) including UHUDA's board of directors, its audit committee, or its statutory</p>	Not Accepted

		auditors and not for disclosure externally outside your organization. UHUDA may not rely on any draft Report and consultant shall not be required to update its Final Report.	
30	Additional Clause Termination We request Authority to please insert the clause	Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to UHUDA if Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	Accepted as follows- “ <i>The Consultant may terminate the contract/agreement by giving 15 days termination notice to UHUDA and in that eventuality UHUDA shall have the right to invoke and forfeit the Performance Bank Guarantee already submitted by the Consultant.</i> ”
31	Power of Attorney	We request Authority to please modify the Format for Power of Attorney as per Appendix-A	Accepted Annexure No.1
32	No 13.5. Firm Personnel All personnel should be on the payroll of the firm or the consortium member at the time of the submission of the proposal or Interviews.	It would be difficult for the consulting firm to hire the experts at the time of bid submission. Better the clause should be suitably modify as <i>All personnel should be on the payroll of the firm or the consortium member at the time of Deployment.</i>	Accepted
33	9.3. Consortium Pg. 19 Consortium of not more than 2 firms may participate. In such cases, the bidder shall be expected to submit duly signed affidavit on Rs100/stamp paper clearly mentioning the lead member and the associate/non-lead member.	<i>Clause No. 7 (f) of EOI dated April 2022- stated that, No change in the composition of a Consortium during the term of shortlisting shall be</i>	It is to be Cleared the composition of a consortium can not be

	In the case of consortium of JV, the credentials of lead member shall be evaluated.	<p><i>permitted.</i></p> <p>Further, we assume Authority will restrict JV/ Consortium with other firm than firms participated in EOI stage. Please clarify</p> <p>ii) If JV/Consortium allowed, we request to Authority to allow the bidder to meet the Technical and Financial Criteria Jointly; as all the Parties jointly and severally liable for the execution of the execution of the Projects in case of JV/Consortium.</p>	changed. The credentials of the lead member shall be evaluated.
34	<p>12.3. Conduct of Technical Consultant Manpower: Pg No. 25</p> <p>Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, UHUDA will have the right to deduction of Rs.2000 per day for the resource. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments.</p>	We would request to Authority to instead of penalty of Rs. 2000/- per day please make it leave without pay for 30 days, latter to deduct of Rs. 1000/- per days for the resource.	Not Accepted
35	<p>2.5. Earnest Money Deposit (EMD) Pg-10</p> <p>Earnest Money Deposit Rs. 16,00,000/- (Rupees Sixteen Lakhs only) in the form of DD/ BG in favor of “Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority” payable at Dehradun</p>	Request to Provide BG format along with Bank account details to procure Bank Guarantee for Bid Security	BG format As Annexure No.-2
36	<p>2.1 of [B] Technical Evaluation Criteria Pg. 14</p> <p>Team leader cum Urban Planner 4+</p> <p>2 marks for International projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years</p>	Request to delete the minimum duration of experience for International as well as Hilly areas.	Accepted as follows- 4+ 01 marks for International projects for one year + 3 marks for experience of working in hilly

			areas for the period of 2 years.
37	Page No. 17 Non Key	Kindly clarify whether CVs of Non-Key personnel would also require to submit along with Technical Proposal	No, Not Required
38	2.1 of [B] Technical Evaluation Criteria Clause (2) Pg. 17 Presentation 20 marks	We would request to skip the marking on presentation; because it will be difficult to judge and evaluate in a very short time (10 minuet) including Q&A, suggest giving marks based on the proposal submitted including the following: i) Over all Understanding of the assignment, The urban sector's fundamentals and growth strategies linkages with SDGs commitments ii). Approach & Methodology and resource deployment work plan iii). Organization strength & capabilities in urban (planning & infrastructure development) Sector	The time for presentation would be 15 minutes
39	1.2. Important Dates Pg.6 Last date and time for submission of Date: 31.10.2022 Time: 03:00 PM	We request to provide at least 4 weeks-time from the date of issuing of response to queries.	Accepted as point No. 1
40	BOQ Financial Proposal	Provision for the reimbursable expanses has not been provided. It is therefore requested to modify the BOQ accordingly.	Not Accepted
41	Clause 2.11 , Point No. 2) Financial Bid, Sub Point II Bidders Financial Evaluation will be done on the basis of the Total Cost	Bidders Financial Evaluation will be done on the basis of the Total Cost. However in the BOQ Man-Months for each position has not been	Not Accepted

		mentioned to calculate the Total Cost. Hence it is requested to add Man-Month/Man-days in the BOQ to arrive at the Total Cost.	
42	Page 14 Consultancy of Infrastructure and Urban Development projects of more than Rs. 500 Cr At least 2 Projects -6 Marks More than 2 Projects -3 Marks/Each	We request the authority to kindly relax this criterion as below Consultancy of Infrastructure and Urban Development projects of more than Rs. 500 Cr At least 2 Projects -9 Marks More than 2 Projects -3 Marks/ Each	Not Accepted
43	Page 14 Team leader cum Urban Planner 2 marks for International projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years	We request you to kindly relax this clause as below + 4 marks for experience of working in hilly areas for the period of 2 years	Accepted As point No. 36
44	Page 36 TECH Form 4: Personnel Deployed Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.	We request the authority to kindly increase the exceed the page limit of the CVs as it will be easier for the bidder to depict the detailed experience of the candidate	Accepted
45	Page 10 Point no 7 under EMD section The bidder is liable to pay liquidated damages and penalty imposed by the Client in the event of non-fulfillment of any of the terms or whole of the contract.	The amount of penalty has not been defined under the said Contract which makes it an unlimited penalty Contract. We recommend the same to be capped at 10% of the Contract Value as per the industry practice	Accepted as point No. 24

46	New Limit of Liability	We request the authority to kindly add the limit of liability clause and keep the liability as equivalent to the contact value of the project at max as its the common industry practice which gets followed.	Accepted
47	New	<p>We request the Authorities to consider adding the following clauses appropriately:</p> <p><i>Non-solicitation: No party will, during the currency of the engagement or for a period of 36 calendar months following termination, directly or indirectly solicit, offer employment to, employ, or contract in any manner with any Personnel of the other party who was involved in the implementation or execution of this agreement.</i></p>	Not Accepted
48	New	<p>We request the Authorities to consider adding the following clauses appropriately:</p> <p><i>Indemnity: Each party ("Indemnifying Party") shall indemnify and hold harmless the other party ("Indemnified Party") against all claims by third parties</i></p>	Accepted as follows- " <i>Indemnity : Consultant shall indemnify, protect and save the UHUDA against all claims, compensation, losses, costs damages, expenses, action</i>

		<p><i>(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 (i) breach of the terms of this agreement by the Indemnifying Party or (ii) negligence, fraud or misconduct of the Indemnifying Party".</i></p> <p><i>The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the parties or until the expiry of the relevant statute of limitation applicable to any claims.</i></p>	<p><i>suits and other proceeding, resulting from infringement of any patent, trade marks, copyrights, breach of terms, negligence, fraud, misconduct etc. or such other statutory infringements in respect of the scope of works covered under this agreement."</i></p>
49	New	<p>We request the Authorities to consider adding the following clauses appropriately:</p> <p><i>Non- exclusivity: The parties acknowledge that the Firm shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity</i></p>	Not Accepted

		<i>as the Firm in its sole discretion deems appropriate.</i>	
50	Termination Clause	We request the authority to kindly keep the termination clause as mutual and the agency should be given the termination rights	Accepted as point No. 30
51	[B] Technical Evaluation Criteria Clause: 1.3 Page: 14 PPP Consulting/Advisory Services (5 max. marks) At least 2 Projects -1 Marks More than 2 Projects -1 Mark/Each	We request to modify the marking criteria as below: PPP Consulting/Advisory Services (5 max. marks) At least 2 Projects - 3 Marks More than 2 Projects -1 Marks/Each	Not Accepted
52	[B] Technical Evaluation Criteria: 2.1 Page: 14 Team leader cum Urban Planner (8) 4+ 2 marks for international projects for minimum duration of 2 years + 2 marks for experience of working in hilly areas for the period of 2 years	We request to remove the international project marks from the mentioned position and modify the clause as: Team leader cum Urban Planner (8) 6 + 2 marks for International projects for minimum duration of 2-years + 2 marks for experience of working in hilly areas for the period of 2 years.	Accepted as point No. 36

53	<p>Technical Evaluation Criteria Page: 16 Housing Expert Must have more than 10years' experience in Housing development sector in Indian / International government projects of more than Rs 50.00 Cr.</p>	<p>Please clarify whether the proposed 50 Cr INR is project cost or consultancy contract value?</p> <p>We request to remove the clause in case the value attributes to consultancy contract value (As in many cases Housing advisory services addresses policy framework which develops into projects of specific value at later stages)</p>	<p>Not Accepted This INR is the Project cost for which the expert was hired.</p>
54	<p>9.3. Consortium Page 19 Consortium of not more than 2 firms may participate. In such cases, the bidder shall be expected to submit duly signed affidavit on Rs100/stamp paper clearly mentioning the lead member and the associate/non-lead member. In the case of consortium of JV, the credentials of lead member shall be evaluated.</p>	<p>As this mentioned subject project is shortlisted.</p> <p>In this case Credentials of Consortium members jointly meeting shall be evaluated</p>	<p>Accepted As point No. 33</p>
55	<p>Key Experts requirement Clause 10.2. Page 23 Deployment of Key Experts on Intermittent Basis</p>	<p>We request to understand to please confirm the tentative days deployment for the intermittent position.</p>	<p>It is as and when required base Time contract be declined.</p>
56	<p>12.3 Conduct of Technical Consultant Manpower Clause: 2 Page 25 It is expected that in a quarter minimum 85% of aggregated attendance is maintained and reported as part of the Performance Reports Monthly</p>	<p>We understand and request that attendance shall be reported as part of Performance Reports quarterly.</p>	<p>Accepted</p>

57	Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, UHUDA will have the right to deduction of Rs.2000 per day for the resource. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments	We request to remove / reduce the penalty /clause, as the amount is too high on monthly basis	Not Accepted
58	Firm Personnel All personnel should be on the payroll of the firm or the consortium member at the time of the submission of the proposal or Interviews Clause 13.5 Page 27	We understand that all the proposed personnel/experts shall be on pay roll of firm once selected as the PMU agency. Request to validate or clarify.	Accepted
59	1. Invitation to RFP 1.2. Important Dates Clause 2 Page 6 Last date and time for submission of Date: 31.10.2022; Time: 03:00 PM	The last week of October is festive week and most of the days are not working. Hence it is requested to extend the deadline by at least 15 days.	Accepted As point No. 01

Annexure No.1

POWER OF ATTORNEY

To Whomsoever It May Concern Know all men by these presents, we these presents, we, (name and registered office address of the Bidder) do hereby constitute, appoint and **authorize** Mr. (Name of the Person(s)), domiciled at (Address), **who is presently employed with us and** acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for ~~award of agreement~~ "Setting up Program Management Unit" in Uttarakhand Housing & Urban Development Authority as per agreement with UHUDA" **(the "Project")**, ~~vide Invitation for Tender (Tender Document) Document dated,~~ issued by The Chief Administrator, Uttarakhand Housing & Urban Development Authority, Dehradun **(the "Authority")**, including **but not limited to** signing and submission of all documents **and writings** and providing information and responses to clarifications / enquiries etc. as may be required by UHUDA, Dehradun **the Authority** or any governmental authority, representing us in all matters before UHUDA, Dehradun, **signing and execution of all contracts and undertakings consequent to acceptance of our proposal** and generally dealing with UHUDA in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till _____ (date-Tenure of project), if not revoked earlier or as long as the said Attorney is in the service of the(name of Bidder), whichever is earlier.

IN WITNESS WHEREOF WE, (name of Bidder) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022.

For.....

(Signature)

(Name, Title and Address)

Accept

(Attested signature of

Mr.)

(Name, Title and Address of the Attorney)

Annexure No.2

Form -

Bank Guarantee for Bid Security

B.G. No.

Dated:

In consideration of you, having its office at (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (name of bidding entity) registered under provision of the and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), **for**(hereinafter referred to as "**the Project**") pursuant to the RFP Document dated issued in respect of the Project and other related documents hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of **Clause XXXX** of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ____ (Rupees ____ only) as Bid Security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ____ Lakhs (Rupees ____ Lakhs only).

This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 180 (One Hundred Eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim

It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr. /Ms. _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)