To,

All the eligible Bidders

Tender ID: - 2223/Engg/2022

Sub: RFP for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco Park in ECR, Tamil Nadu Dear Bidders,

This has reference to the RFP dated 20th July 2022 for the subject work and pre-bid meeting held on 1st August 2022. In this regard, following documents are enclosed herewith:

- a) Replies to Pre-bid queries as Annexure-XIV
- b) Amendment-I to the RFP document as Annexure-XV
- c) Revised Last date and time for submission of eligibility / tender documents along with EMD on 06.09.2022 up to 03:00 pm

Yours faithfully

Enclosure: As above

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
1	Clause 2.4 (b); Pg. 11 of 71	An Eligible assignment is defined as – "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects"	In the list of eligible assignments, it is requested that experience in executing works for Institutional campuses/Industrial Complex/Ghats etc. may also please be considered and included. Kindly confirm.	Refer to S.No. 1 of Annexure XV
2	Clause 2.16.3 Pg 21 of 71	The Authority at its sole discretion impose a penalty for replacement of any key personnel. The extent of the penalty shall be limited to a maximum of 0.05% of the lumpsum fee quoted for master planning services in Annexure XII. This penalty shall be applicable on every replacement.	It is requested that in case a suitable and equally qualified candidate is provided as replacement, and due consent of the client is taken in this regard, this penalty may please not be levied and accordingly the clause may kindly be revised. Please confirm.	Refer to S.No. 8 of Annexure XV
3	Clause 3.4 Pg 57 of 71	Liability of the Consultant	Since this is only a consultancy job, it is requested that the overall Limitation of Liability be capped at 10% of the contract value. Please confirm.	No Change, RFP conditions shall prevail.
4	Clause 9.4 Pg 63 of 71	Arbitration	As per DPE guidelines and the bidder being a PSU, it is requested that the following may please be considered in case of arbitration and the said clause be suitable modified "Arbitration: In the event of any dispute or differences arising out of or in relation to this agreement, such disputes or differences shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises Office	No Change, RFP conditions shall prevail.

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			Memorandum No.4(1)/2013DPE(GM)/FTS-1835 dated 22-05-2018."	
5	Cl 7.2.1 Pg 62 of 71	Liquidated Damages for error/variation	Considering the nature of job under the bidder's scope, Bidder requests that Limitation of bidder's Overall Liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of bidder's fee plus corrective services without any additional cost to Client for any faulty services arising due to reasons solely attributable to the bidder	No Change, RFP conditions shall prevail.
6	CI 7.2.2 Pg 62 of 71	Liquidated Damages for delay	Bidder proposes following modification "Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated Period for reasons attributable to the contractor (PMC), he shall be liable to pay liquidated damages of 0.5% of the basic value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract." Kindly confirm	No Change, RFP conditions shall prevail.

Sr. Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
7 General	Force Majeure	Any delay in or failure of performance by either party to this contract, shall not constitute default hereunder or give rise to any claims for damages/compensation against said party if and to the extent caused by matters beyond the control of said party, including, but not limited to, acts of God, general strikes or other concerned acts of workmen, lockouts, fires, floods, major cyclones, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, whatsoever notified by the government. Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under this contract, will justify the affected party's claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for one month, the parties shall consult with each other regarding the future execution of the contract	No Change, RFP conditions shall prevail.

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			and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.	
8			In Notice Inviting Tender, period of completion is given as 51 weeks (approx. 13 months). However, in Terms of Reference (Cl 4 of RFP document), time period for Detailed Project Report/ Master Plan is 4 months, and contract period for PMC services given as 18 to 24 months. Kindly clarify the completion period.	Time period for Detailed Project Report/ Master Plan is 4 months, and contract period for PMC services is 18 to 24 months as specified in Clause 4.4 (Terms of Reference) of RFP.
9	TOR	TOR	In Terms of Reference contained within the RFP document, Cl. 4.1.5 states that project may be executed on an EPC + O&M model. Further, in point no. 14 of Cl. 4.3.5, scope of consultant includes preparation of Good for Construction Drawings. Typically in an EPC mode, the GFC drawings are prepared by the EPC agency only. Please clarify the discrepancy as above.	Refer S.No. 6 and 7 of Annexure XV

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
10	General :CRZ clearance	CRZ Clearance	It is noted that the project shall be executed near to the sea coast. What is the status of CRZ clearance?	TDC shall obtain CRZ Clearances based on the detailed master plan and project report submitted by the Consultant. The Consultant shall consider the CRZ norms while preparing the master plan.
11	Cl. 4.3.5 Sub S.No. 13	Provide necessary assistance to TTDC by providing project drawings, presentations, 3D Walk-throughs and other details for Brochures, meetings, road shows, etc.	As per point no. 13 of Cl. 4.3.5, " Provide necessary assistance to TTDC by providing project drawings, presentations, 3D Walkthroughs and other details for Brochures, meetings, road shows, etc." Since, these activities cannot be estimated, will the charges incurred by the consultant for the above be reimbursed.	No Change, RFP conditions shall prevail. The Consultant shall provide necessary assistance required for brochures, meetings, road shows etc.
12	Cl. 4.3.6, point no. 2 (vi),	Progress Monitoring	As per Cl. 4.3.6, point no. 2 (vi), progress monitoring and reporting on a fortnightly basis is included in scope. Please note that consultant is not present at site on a continuous basis and can report progress only on the basis of reports of executing agencies/officials of TTDC, who are present at site. Hence, this scope may please be deleted.	No Change, RFP conditions shall prevail.
13	General	Bid management services	Bidder understands that the bid management services (tender preparation, floating, evaluation etc.) are not in the scope of the bidder. Please confirm.	The understanding is correct.

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14	Cl. 4.3.6, s. no.3	Assess the environmental and social aspects of the Site that would have a bearing on the project planning, implementation and operation.	As per Cl. 4.3.6, s. no.3, the scope includes 'preliminary Environmental Assessment to identify any critical/potential environmental aspects and their sensitivity due to the proposed project'. Please clarify if carrying out detailed EIA study for the project is in the scope of bidder.	Yes, a detailed EIA study is in the scope of the bidder as the site proposed is an ecologically sensitive zone.
15	General	Project Cost	It is requested that project cost be provided since the financial estimations will need to be arrived at accordingly.	Refer to Clause 2.12.8 (Pg. 18 of 71) of RFP
16	General	Date Extension	It is requested that the bid submission date may please be extended by two weeks. Kindly confirm	Refer to S.No. 3 of the Annexure XV
17	Clause no. 2.10 Page 16 of 71	Bid Security / Earnest Money Deposit (EMD) 2.10.1 The Applicant shall furnish as part of its Proposal, a Bid security of INR 2,00,000 (two lakh) in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "Tamil Nadu Tourism Development Corporation Ltd.", payable at Chennai (the "Bid Security")	We request to accept the Exemption of Fees for MSME Certified firms (Lead only may be required to have MSME registration certificate) Please add the MSME's Clause as: 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. (exempted).	No Change, RFP conditions shall prevail. As per GO, the EMD exemption is only applicable to Small and Medium Manufacturing entities. Consequently, no exemption in respect of EMD fees would be allowed.
18	Clause no. 2.12.9 Page 18 of 71	Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.	The technical quality to carry out the assignment is equally crucial as the financial proposals. QCBS 70:30 Method may hinder the selection of potential bidders who have sound credentials and track record merely because of price factor. Modification requested: We request you to	No Change, RFP conditions shall prevail.

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			please evaluate the bids based on the QCBS (Quality-Cost-Based-Selection) method on 80:20 instead of QCBS 70:30	
19	General Query	Joint Venture/ Consortium	For fostering healthy competition and better outcome for the assignment based on sound credentials of bidders jointly meeting the required technical criteria, JV or Consortium arrangement may be allowed. Modification requested: We request you to allow Joint Venture/ Consortium and consider the Combine Technical & Financial capabilities of "Consortium of firms".	No Change, RFP conditions shall prevail.
20	Clause no. 4.4 Page 29 of 71	Payment for PMC services: I. The Authority shall pay the consultant an amount that is in proportion of payments released to the contractor for the % fee quoted by the applicant in Annexure XII.	Request to remove contractual link in payment clause under PMC stage also, as consultant deliver of work is not related to contractor. Also, even the project does not have heavy work of construction.	No Change, RFP conditions shall prevail.
21	Clause 4 Page 20	Master planning experience in International Projects with an area of at least 50 acre. One completed assignment shall carry 10 (Ten) marks The projects showcased under S.No. 2 & 4 must be mutually exclusive	Modification requested: We request you to kindly accept credential of Parent Company or Sister organization (Associate/s) to be considered for experience in projects, as it allowed in Government of India tenders like NMCG and other Gol projects. Attached document for ready reference.	Refer to Clause 2.4.1 (b) of the RFP "Technical Eligibility can be met by the Parent Company of the Applicant firm.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
				Parent Company's experience can be considered only if the Parent Company has a minimum 51% shareholding in the Applicant firm. Relevant proof on the shareholding pattern shall be shared"
22	Clause no. 2.7.6 Pg. 15 of 71	Tender shall be submitted either by post/speed post/courier or hand delivered at "The Managing Director, Tamil Nadu Tourism Development Corporation, Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002" on or before 3:00 p.m. on 22-8-2022.	We request you to kindly extend the date of submission of by at least 21 days from the date of pre bid reply. And also allow Virtual conference with link for pre bid meeting to join.	Refer to S.No. 3 of Annexure XV
23	Sl. no 2.4.1 (C) Pg. No. 11	Financial Capacity: The Applicant should have an Average Annual Turnover from consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 1 (One) Crores for any three of the past five audited financial years i.e. from FY 2017-18 to FY 2021-22.	Please allow or consider increases the Average Annual Turnover from Consultancy and advisory services (including tax audit and IT implementation services) of INR 3 (Three) Crores for any three of the past five audited financial years i.e. from FY 2017-18 to FY 2021-22	No Change, RFP conditions shall prevail.
24	Sl. no 2.5.1 Pg. No. 12	a) Team Leader Master in Engineering / Planning with Minimum 15 years post Education Qualification should have led at least 1 assignment in leadership capacity in Eligible Assignments.	Since, the project is a Landscaping project the team leader should be a Landscape architect with similar experience Please consider Master's in Landscape Design / Architecture	Refer to S.No. 4 of Annexure XV

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
25	Sl. no 2.5.1 Pg. No. 12	b) Infrastructure Planner Master in Infrastructure / Planning / Engineering with Minimum 10 years post Education Qualification should have worked on minimum of 1 eligible assignment with experience as capacity in Eligible Assignments.	Please consider Infrastructure planner to be replaced with environmental planner or engineer as the site is position right next to the beach which is a eco sensitive zone and issues regarding the same shall have to be met at the initial stage itself.	Refer to S.No. 4 of Annexure XV
26	Sl. no 2.5.1 Pg. No. 12	e) Construction Manager Bachelor in Civil Engineering with Minimum 07 years post Education Qualification should have experience of construction supervision in infrastructure projects/buildings construction.	The project shall be taken up on EPC mode, in which the agency will have a PMC to coordinate the work, so having construction manager in design team is not essential. The project monitoring during execution can be done by the design team itself to ensure the design is executed as per the design intent. Urban Designer - Add Urban Designer with minimum 10 year experience as the site is in urban context and urban issues need to be mitigated as well	
27	Clause 2.10.1 Pg. No. 16	Bid security of INR 2,00,000 (two lakhs) in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank	E.M.D is on higher side as per regular standard tender EMD is around Rupees 1,00,000/- only. We would request you to please reduce E.M.D from Rs 200,000/- to Rs 1,00,000/- Also, MSME is exempted from paying the EMD	No Change, RFP conditions shall prevail.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
28	Clause 2.13.1 Pg. No. 20	The following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects. > 30 years – 10 marks <20 to 30 Years – 5 Marks < 20 Years – 2 Marks Total – 10 marks	Please consider the following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects. > 20 years – 10 marks <15 to 20 Years – 5 Marks < 15 Years – 2 Marks Total – 10 marks	No Change, RFP conditions shall prevail.
29	Clause 2.13.1 Pg. No. 20	Master planning experience in International Projects with an area of at least 50 acres	Shall World Bank Projects in India be considered as International projects?	No
30	Clause 2.13.1 Pg. No. 20	 Team Leader – 3 marks Infrastructure Planner – 2 marks Landscape Expert – 2 marks Architect – 1 marks Construction Manager – 2 marks 	 Team Leader (Landscape Architect) – 3 marks Environmental Expert – 2 marks Urban Designer - 2 marks Landscape Expert – 2 marks Architect – 1 marks 	Refer to S.No. 5 of Annexure XV
31	Clause 4.3.5 - 10 Pg. No. 27	The consultant shall prepare detailed engineering designs and good for construction drawings of the proposed components as per the detailed master plan	The consultant shall prepare detailed drawing for preparation of tender the project (BOQ) of the proposed components as per the detailed master plan.	Refer to S.No. 6 and 7 of Annexure XV

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
32	Clause 4.3.5 Pg. No. 27	10. The consultant shall prepare detailed engineering designs and good for construction drawings of the proposed components as per the detailed master plan. 14. The detailed designs for each component shall be supported with Good for Construction Drawings along with detailed Technical specifications. The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all NonSOR items and assist TTDC in obtaining government approvals for the execution of the project.	10. GFC shall be prepared by the EPC contractor who shall be engaged for the project. 14. The detail designs shall be supported with Tender drawings along with technical specifications. The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all Non-SOR items and assist TTDC in obtaining government approvals for the execution of the project.	Refer S.No. 6 and 7 of Annexure XV
33	Clause 4.4 Pg. No. 29	Payment for PMC Services	We would request you to reconsider the involvement of PMC agency at this stage and restrict the work of the consultant for site monitoring during execution. As the project is to be taken up in EPC & O&M Mode, it would be more relevant, if they provide the PMC services and the design team only controls the Design intent. Kindly, request you to update other annexure 12 accordingly as well.	No Change, RFP conditions shall prevail.
34	Page 12. Clause 2.5.1 Point C	Landscape Expert Master in Landscape Architecture / Landscape design or equivalent	Request the clause to be changed as – Master in Architecture / Planning / Landscape or equivalent	Refer to S.No. 4 of Annexure XI

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35	Page 20. Clause 2.13.1 Point 2	Relevant Experience of Applicant – Eligible Projects 5 (five) marks for each Eligible Assignment, up to a maximum of Twenty-Five (20) marks Experience of Detailed Master plans, detailed project	We request that the project experience is scored on the number of eligible assignment. Hence request this to be increased to 30 marks. Request you to kindly change it as –	No Change, RFP conditions shall prevail.
		reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects	6 (six) marks for each Eligible Assignment, up to a maximum of Thirty (30) marks	
36	Page 20. Clause 2.13 Point 3	Experience of the Firm The following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects. > 30 years – 10 marks	We request that the project experience is scored on the number of eligible assignments with minimal weightage of 5 marks to years of operation of the firm. Request the clause to be changed as –	No Change, RFP conditions shall prevail.
		<20 to 30 Years – 5 Marks < 20 Years – 2 Marks	The following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects.	
			> 15 years – 5 marks	

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37	Page 20. Clause 2.13 Point 4	Master planning experience in International Projects with an area of at least 50 acres One completed assignment shall carry 10 (Ten) marks	We request you to consider other International Projects and not limit to Master planning experience alone. Request you to kindly modify as — Experience in International Projects — One completed assignment shall carry 5 (Five) marks	No Change, RFP conditions shall prevail.
38	Page 20. Clause 2.16	Substitution of Key Personnel The Authority at its sole discretion impose a penalty for replacement of any key personnel. The extent of the penalty shall be limited to a maximum of 0.05% of the lumpsum fee quoted for master planning services in Annexure XII.	Request the clause to be changed as – The substitution of key personnel shall be through CV of similar experience or higher and as mutually agreed by the Authority.	Refer to S.No. 8 of Annexure XV
39	Clause 2.4 (a)	A Single Applicant should be a registered legal entity in India and should be in existence for more than 15 years.	Request to consider allowing consortium	No Change, RFP conditions shall prevail.
40	Pg. 11		We request TTDC to consider other types of projects also involving master plan development for areas of 50 acres and above in addition to the existing typologies	Refer to S.No. 1 of Annexure XV
41	Pg. 16		We request TTDC to kindly exempt MSME registered organisation from submitting the EMD.	No Change, RFP conditions shall prevail.
42	Pg. 9		The submission of technical tender is 22/8/2022. We hereby request for a fortnight of extension up to 5th September, 2022 so that we may be able to arrange for the requisite completion certificates.	Refer to S.No. 3 of Annexure XV

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43	Cl. 2.4.1 (b) Pg. 11 of 71	Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations / Sport Arenas / Sports Cities / Ecotourism / Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects	We request you to kindly consider experience in Master Planning of Educational Institutions, IT Campuses and Industrial developments also under this Criteria to establish minimum eligibility.	Refer to S.No. 1 of Annexure XV
44			Given the voluminous compilation of data for submission, we request that the date of bid submission may kindly be extended by 15 days	Refer to S.No. 3 of Annexure XV
45			We request that the period of completion for the Eligibility Projects be considered up to last 15 years	No Change, RFP conditions shall prevail.
46	Clause 2.1.1 Page No:10	In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process only in individual capacity (the "Sole Firm") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP	Since it is a large-scale project and also includes PMC, kindly accept JV/consortium for the same.	No Change, RFP conditions shall prevail.
47	Clause 2.4.1a Page No: 11	A Single Applicant should be a registered legal entity in India and should be in existence for more than 15 years.	A Single Applicant should be a registered legal entity in India and should be in existence for more than 7 years.	No Change, RFP conditions shall prevail.
			In case of JV member, Lead firm should be a registered legal entity in India and should be in existence for more than 7 years.	

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
48	Clause 2.4.1b Page No:11	The Applicant should have experience of completing at least Two Eligible Assignment in the last 10 years from the Proposal Due Date. "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects"	The Applicant should have experience of completing at least One Eligible Assignment in Preparation of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres in the last 7 years & The Applicant should have experience of completing at least One Eligible Assignment in Preparation of Detailed Master plans, detailed project reports for City level Master Plan with a minimum area of 50 acres in the last 7 years	Refer to S.No. 1 of Annexure XV
49	Clause 2.4.1b Page No:11	The Applicant should have experience of completing at least Two Eligible Assignment in the last 10 years from the Proposal Due Date. "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects"	Kindly give meaning of "Completed Projects" Whether it means preparation and submission of detailed master plan and and detailed project report or it means completion of entire project construction.	Completed projects mean the preparation and submission of detailed master plan or tourism development plan and detailed project report and acceptance thereof by the client. Client certificate/Auditor Certificate to be submitted as proof of completion.
50	Cl. 1.7 Pg. 9 of 71	Proposal Due Date: 22-8-2022 by 3:00 PM	Kindly requesting to extend the deadline of the proposal by 2 weeks.	Refer to S.No. 3 of Annexure XV

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51	Cl. 2.4 Pg. 11 of 71	Technical Capacity: The Applicant should have experience of completing at least Two Eligible Assignment in the last 10 years from the Proposal Due Date. An Eligible assignment is defined as – "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects"	Requesting that ongoing projects with evidence provided by work orders and LOAs be considered in project experience.	Only completed projects will be considered. Completed projects mean the preparation and submission of detailed master plan or tourism development plan and detailed project report and acceptance thereof by the client. Client certificate/Auditor Certificate to be submitted as proof of completion.
52	Cl. 2.4 Cl. 2.4 Pg. 12 of 71	Team Leader Education Qualification: Master in Engineering / Planning	Requesting that team lead can also have masters in urban design	Refer to S.No. 4 of Annexure XV
53	Cl. 2.4 Cl. 2.4 Pg. 12 of 71	Landscape Expert Educational Qualification: Master in Landscape Architecture/ Landscape design or equivalent	Requesting that landscape expert can also have masters in urban design	Refer to S.No. 4 of Annexure XV
54	Cl. 2.4 Cl. 2.4 Pg. 12 of 71	Construction Manager: Educational Qualification: Bachelor in Civil Engineering	Requesting that diploma in civil engineering with over 12 years of experience be considered	Refer to S.No. 4 of Annexure XV
55	Cl. 2.10 Pg. 16 of 71	The Applicant shall furnish as part of its Proposal, a Bid security of INR 2,00,000 (two lakh) in the form of a Demand Draft only drawn on any Indian	Requesting that MSME exemption be considered for the bid security/ EMD	No Change, RFP conditions shall prevail.

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		Nationalized/Scheduled Commercial Bank in favour of "Tamil Nadu Tourism Development Corporation Ltd.", payable at Chennai (the "Bid Security"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as require. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant		
		signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.		
56	Clause 1.1.5 (Page 8)	1.1.5 The project will be funded by the Government of TN and the projects may be executed in phases on an EPC + O&M model.'	We request the client to specify estimated project costs.	Refer to Clause 2.12.8 (Pg. 18 of 71)
57	Clause 2.4.1 (Page 11)	2.4.1 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: a. A Single Applicant should be a registered legal entity in India and should be in existence for more than 15 years.	We request the Client to allow at least 3 competent organization to jointly apply for this project in the form of JV/consortium.	No Change, RFP conditions shall prevail
58	Clause 2.4.1 (Page 11)	 2.4 Minimum Eligibility Criteria 2.4.1 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: b. Technical Capacity: The Applicant should have experience of completing at least Two Eligible 	We also understand that Indian subsidiary of an international organization are allowed using its group company's (parent/subsidiary/associate) credentials for qualification if the Parent Company has a minimum 51% shareholding in	Yes, Indian subsidiary of an international organization are allowed using its group company's (parent/subsidiary/associate

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		Assignment in the last 10 years from the Proposal Due Date. An Eligible assignment is defined as – "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects" *Technical Eligibility can be met by the Parent Company of the Applicant firm. Parent Company's experience can be considered only if the Parent Company has a minimum 51% shareholding in the Applicant firm. Relevant proof on the shareholding pattern shall be shared.	the Applicant/Subsidiary/Associate firm. Relevant proof on the shareholding pattern shall be shared. Please confirm) credentials for qualification if the Parent Company has a minimum 51% shareholding in the Applicant/Subsidiary/Associa te firm.
59	Clause 2.4 (Page 11&12)	2.4 Minimum Eligibility Criteria 2.4.1 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: c. Financial Capacity: The Applicant should have an Average Annual Turnover from consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 1 (One) Crores for any three of the past five audited financial years i.e. from FY 2017-18 to FY 2021-22.	We request the Client to increase average annual turnover from consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 100 (One Hundred) Crores for any three of the past five audited financial years i.e. from FY 2016-17 to FY 2020-21 to allow financially sound consultancy firm to participate for this prestigious project. Also, Audited Financial Turnover for FY 2021-22 is still under scrutinization for large consultancy organization thus request to consider past five audited financial years years i.e. from FY 2016-17 to FY 2020-21.	No Change, RFP conditions shall prevail.

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60	Clause 2.7.6 (Page 15)	2.7.6 Tender shall be submitted either by post/speed post/courier or hand delivered at "The Managing Director, Tamil Nadu Tourism Development Corporation, Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002" on or before 3:00 p.m. on 22-8-2022.	We request the Client to provide sufficient time as require to prepare and submit hard copy of tender would require to deliver through courier in case the applicant has no local office in Chennai. Generally, deadline for minimum 21 days from the date of publication of Pre bid minutes (clarification/ corrigendum) is considered for Govt. tenders as time require for bid preparation & submission for such comprehensive tenders.	Refer S.No. 3 of Annexure XV
61	Clause 2.11 (Page 17)	2.11 Performance Security 2.11.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security, which may be forfeited and appropriated in accordance with the provisions hereof	We request to reduce performance security for an amount equal to 3% (three percent) of the Agreement Value as per standard bidding practices.	No Change, RFP conditions shall prevail.
62	Clause 2.13.1 (1) (Page 20)	2.13 Criteria for Technical Proposal Evaluation 2.13.1 The Criteria for Technical Evaluation is provided below:	We strongly recommend the Client to remove requirement for submission of Project Concept at bidding stage since this would generally get considered in project submittals. Although, Project understanding and Consultants Approach & Methodology would be taken into consideration for shortlisting Consultants. We also recommend to reduce 50% weightage allocated for Presentation on Preliminary Project, Concept Approach & Methodology	No Change, RFP conditions shall prevail.

Sr.	Reference in Document			Existing Clause		Point for clarification/ suggestion	Revised Clause / Response
		1	Presentation on Preliminary Project Concept Approach & Methodology	Bidders shall present a project concept based on their understanding of the location and similar work they have undertaken elsewhere. Bidders may present case studies to share their suggestions. Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their Presentation of the Preliminary Concept proposed on the project site. Eligible Applicants shall make a presentation before the Tender Scrutiny Committee of TTDC and marks shall be awarded for the presentation. Additionally, as part of the proposal, a short note on the Approach and Methodology shall be submitted as per the Annexure VIII of RFP.	Maximum Marks 50	should be given maximum 15% weightage for technical evaluation as per standard bidding practices.	
63	Clause 2.13.1 (2) (Page 20)	2	Relevant Experience of Applicant – Eligible Projects	5 (five) marks for each Eligible Assignment, up to a maximum of Twenty-Five (20) marks Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects	20	We request the Client to consider changes as suggested below for the relevant experience: Preparation of Detailed Master Plan/ Detailed Project Report/ Tourism Development Plans for destinations/ Sport Arenas/ Sports Cities/ Eco-Tourism/ Entertainment Arenas/ Cultural & Heritage Centers/ Theme Parks/ Area Based Development/SEZ/Industrial Nodes, etc. Projects which are currently under implementation (where at least Master Plan/DPR has been completed) in India / abroad for scoring.	Refer S.No. 1 of Annexure XV

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
64	Clause 2.13.1 (3) (Page 20)	The following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects. > 30 years – 10 marks <20 to 30 Years – 5 Marks <20 Years – 2 Marks	We request the Client to consider maximum 15 years of experience of Firms while allocating marks for existence in India or you may consider Parent Firm's incorporation outside India in case applied by a subsidiary of an International Organization. We suggest allocate marks as suggested below for Firm's existence in India which are generally considered in Govt. bidding: >15 years – 10 marks > 10-15 years – 5 marks < 10 years – 2 marks	No Change, RFP conditions shall prevail
65	Clause 2.13.1 (5) (Page 20)	5 Key Personnel	We request to allocated at least 50% aggregate marks for CVs which are generally considered in a QCBS selection	No Change, RFP conditions shall prevail.
66	Clause 4.4 (Page 28 & 29)	4.4 Deliverables and Payment Terms: Payment for PMC services: I. The Authority shall pay the consultant an amount that is in proportion of payments released to the contractor for the % fee quoted by the applicant in Annexure XII.	As per standard accepted principal for consultancy contracts, we request the Client to amend payment conditions for PMC services should be based on actual deployment/engagement of consultant's personnel during the project execution on a monthly basis.	No Change, RFP conditions shall prevail.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
67	Annexure XIII, Form of Agreement, Clause 3.4 (Page 57)	3.4 Liability of the Consultant The Consultant shall indemnify and hold harmless the Authority against any and all claims with respect to data or goodwill ,or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against a Third Party arising out of gross negligence of the Consultant in the provision of services under this contract. The liability of the Consultant under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct	As per standard accepted principal for consultancy contracts, we request the Client to include following to put "Limitation of Consultant's Liability" and to safe guard the interest of consultant: The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees. Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom.	No Change, RFP conditions shall prevail.
68	Annexure XIII,	3.5 Insurance to be taken out by the Consultant	As per standard accepted principal for consultancy contracts, we request the Client to	No Change, RFP conditions shall prevail.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
	Form of Agreement, Clause 3.4 (Page 57)	The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or its staff. The risks and the coverage shall be as follows: (a) Third Party liability insurance with a minimum coverage of Agreement Value; (b) Professional Indemnity insurance, with a minimum coverage of Agreement Value; employer's liability and 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 Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;	rectify Third Party Liability insurance which should maximum up to INR 10 Lakh.	
69	Annexure XIII, Form of Agreement,	7.1 Performance security 7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of Agreement Value, to be	We request the Client to specify the releasing time of Performance Security as generally considered 3 months from the date of submission of final deliverable.	No Change.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
	Clause 7.1 (Page 62)	appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of weeks after the expiry of this Agreement pursuant to Clause 2.4 hereof. 7.1.2 The Consultant shall furnish a Bank Guarantee for Performance Security in the form specified at Annex-6		
70	Annexure XIII, Form of Agreement, Clause 7.2 (Page 62)	7.2 Liquidated Damages 7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value. Such liquidated damages as and when identified by the Consultant shall be adjusted against the subsequent payments to be made for the Consultant against the approved deliverables and/or deliverables to be submitted.	Generally Liquidated Damages for error/variation is applicable for detailed design services may involve thus we request the Client to either remove the LD clause or keep it to max. 0.5% (Zero Point Five per cent) of the Agreement Value, as per the accepted principal for consultancy contracts.	No Change, RFP conditions shall prevail.
71			Request for consortium and to consider international companies for consortium	No Change, RFP conditions shall prevail.

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
72			MSME eligibility criteria may be considered and exemption of Earnest money Deposit for Units with exemption GO to be considered	No Change, RFP conditions shall prevail.
73			Our technical team will intense the site for the detailed study in respect to deliver the best project and the time to bid is very less, we would request for 3 weeks extension of time to submit the bids from the time specified.	Refer S.No. 3 of Annexure XV
74			Evaluation criteria Page No.20, Serial No.3 – We request this clause to be relaxed and change eligibility from greater than 15 years so the new companies do have opportunity for the participation of this tender.	No Change, RFP conditions shall prevail.
75			Maximum number of members in a consortium?	Consortium is not allowed
76	Page No. 11 Clause 2.4.1 (a)	A Single Applicant should be a registered legal entity in India and should be in existence for more than 15 years.	Request you to decrease the number of years in experience to half as it will encourage more participation. The modfied clause to read as follows: "A Single Applicant should be a registered legal entity in India and should be in existence for more than 8 years."	No Change, RFP conditions shall prevail.
77	Page No. 11 Clause 2.4.1 (b)	An Eligible assignment is defined as – "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas / Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects"	Request you to also consider museums, interpretation centres etc. Partial completion of projects should also be considered with no restriction on size. The modified clause to read as follows: "An Eligible assignment is defined as – "Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport	Refer to S.No. 3 of Annexure XV

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
			Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks/ museums and interpretation centres – completed projects/ partial completed projects"	
78	Page No. 20 Clause 2.13.1 (4)	Master planning experience in International Projects with an area of at least 50 acres	Request you to remove this clause as not a lot if firms have international experience of this size.	No Change, RFP conditions shall prevail.

S. No.	Clause Reference/ Page No	Previous Clause						Revised Clause				
1.		An	Eligible assign	nment is defin	ied as – "Exp	perience of Detailed	1	An El	ligible assignm	ent is defined a	as – "Experienc	ce of Detailed Master
	Clause		•		•	ourism Development		plans	s / Tourism D	evelopment P	lans AND det	ailed project reports
	2.4.1 (b)			= = = = = = = = = = = = = = = = = = =		Cities/ Eco-tourism/			•	•	•	Cities/ Eco-tourism/
	Pg. 11 of			· ·	_	ge centers / Theme				•	•	iters / Theme Parks /
	71	Par	ks with a mini	mum area of 5	60 acres – con	npleted projects"			•	u ses / IT & ITE 50 acres – cor	•	Industrial Parks with cts"
2.		•	ve) marks for e enty-Five (20) n	•	ignment, up to	o a maximum of	- 1	-	e) marks for ead (20) marks	ch Eligible Assig	nment, up to a	maximum of Twenty-
	Clause 2.13.1 - 2 Page 20	Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres — completed projects						Experience of Detailed Master plans / Tourism Development Plans AND detailed project reports for destinations/ Sport Arenas / Sports Cities/ Ecotourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks / Institutional Campuses / IT & ITES Campuses / Industrial Parks with a minimum area of 50 acres – completed projects				
3.	Clause no. 2.7.6 Pg. 15 of 71	Tender shall be submitted either by post/speed post/courier or hand delivered at "The Managing Director, Tamil Nadu Tourism Development Corporation, Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002" on or before 3:00 p.m. on 22-8-2022.					1	deliv Deve	ered at "The Hopment Corp	e Managing oration, Touris	Director, Ta sm Complex, N	post/courier or hand mil Nadu Tourism No. 2, Wallajah Road, p.m. on 06-09-2022 .
4.	Sl. no 2.5.1	#	•	Education Qualification	Length of Professional Experience	Experience on Assignments		#	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Assignments
	Pg. No.	а	Team Leader	Master in Engineering / Planning	Minimum 15 years post Education Qualification	Should have led at least 1 assignment in leadership capacity in Eligible		a.	Team Leader	Master in Engineering / Planning / Architecture	Minimum 15 years post Education Qualification	Should have led at least 1 assignment in leadership capacity in Eligible

S. No.	Clause Reference/ Page No	Previous Clause							Revised Clause				
						Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)				/ Landscape Design / Urban Design		Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)	
		b	Infrastructure Planner	Master in Infrastructure Planning / Engineering	Minimum 10 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an Infrastructure Planning Expert. (Eligible assignment is defined in Clause (b) of Section 2.4.1)		b.	Infrastructure Planner / Environment Expert	Master in Infrastructure Planning / Engineering / Environment	Minimum 10 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an Infrastructure Planning Expert or Environment Expert. (Eligible assignment is defined in Clause (b) of Section 2.4.1)	
		С	Landscape Expert	Master in Landscape Architecture/ Landscape design or equivalent	Minimum 5 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an landscape designer in Eligible Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)		c.	Landscape Expert	Master in Landscape Architecture/ Landscape design / Architecture / Planning / Urban Design or equivalent	Minimum 5 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an landscape designer in Eligible Assignments. (Eligible assignment is defined in Clause	
		d	Architect	Bachelor in	Minimum 5 years post	Should have experience as an				or equivalent		(b) of Section 2.4.1)	

S. No.	Clause Reference/ Page No		Previous Clause					Revised Clause			
				Architecture and registered with COA for at least 5 years	Education Qualification	eligible assignment (Eligible assignment is defined in Clause (b) of Section 2.4.1) Should have	C	l. Architect	Bachelor in Architecture and registered with COA for at least 5 years	Minimum 5 years post Education Qualification	Should have experience as an architect for a minimum of 1 eligible assignment (Eligible assignment is defined in Clause
		е	Construction Manager	Bachelor in Civil Engineering	Minimum 7 years post Education Qualification	experience of construction supervision in infrastructure projects/ buildings construction	€	Construction	Bachelor in Civil	Minimum 7 years post- Education Qualification in case of Bachelor in Civil Engineering Or Minimum 12 years post Education Qualification in case of Diploma in Civil engineering	Should have experience of construction supervision in infrastructure projects/ buildings construction
							f	Urban Designer	Master in	Minimum 10 years post	Should have worked on a minimum of 1

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause						
					Urban Design or equivalent	•	eligible assignment with experience as an urban designer in Eligible Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)		
5.	Clause 2.13.1 - 5 Pg. No. 20	 ❖ Team Leader – 3 marks ❖ Infrastructure Planner – 2 marks ❖ Landscape Expert – 2 marks ❖ Architect – 1 marks ❖ Construction Manager – 2 marks 20% weightage for Educational Qualifications. 80% weightage for relevant experience in similar projects. Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects 	Experied detailed tourism	Landscape Ex Architect – 1 Construction Urban Design veightage for Ex veightage for re- ence of Detailed ed project reporm/ Entertainment	re Planner / Expert – 2 mar marks n Manager – 1 ner – 1 mark Educational Quelevant expend d Master plan rts for destinated arenas / 0 l Campuses /	ks L marks ualifications. rience in simila s / Tourism De ions/ Sport Are Cultural & Her	evelopment Plans AND enas /Sports Cities/ Eco- itage centers / Theme ampuses / Industrial		
6.	Clause 4.3.5 - 10 Pg. No. 27	The consultant shall prepare detailed engineering designs and good for construction drawings of the proposed components as per the detailed master plan	drawi plan. c contra	ings of the pro Good for Cons actor who shal	oposed comp struction draw II be engaged	onents as pe vings shall be for the proje	ng designs and tender r the detailed master prepared by the EPC ct and the Consultant struction Drawings.		

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause
7.	Clause 4.3.5 Pg. No. 27	14. The detailed designs for each component shall be supported with Good for Construction Drawings along with detailed Technical specifications. The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all Non SOR items and assist TTDC in obtaining government approvals for the execution of the project.	The detail designs for each component shall be supported with Tender drawings along with detailed technical specifications . The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all Non-SOR items and assist TTDC in obtaining government approvals for the execution of the project.
8.	Clause 2.16.3 Pg. 21 of 71	The Authority at its sole discretion impose a penalty for replacement of any key personnel. The extent of the penalty shall be limited to a maximum of 0.05% of the lumpsum fee quoted for master planning services in Annexure XII. This penalty shall be applicable on every replacement.	The Authority at its sole discretion impose a penalty for replacement of any key personnel. The extent of the penalty shall be limited to a maximum of 0.05% of the lumpsum fee quoted for master planning services in Annexure XII. This penalty shall be applicable on every replacement. In case the substitution of key personnel shall be through CV of similar experience or higher and as mutually agreed by the Authority, the replacement fee may not be levied.