

Request for Proposal for Selection of Project Management Consultancy (PMC)
Services for Setting up of Irradiation Unit and allied facilities
Tender Notice Number: TGHDC1082024
Response to the Pre-Bid Queries

S. No	Section No, Clause, Sub-clause No, Page No of RFP	RFP Clause description	Query / Request	Reply / Clarification
1.	Page no 2 Date sheet point no. 24 Earnest Money Deposit (EMD)	It the given datasheet it is mentioned that bidder is pay Refundable amount of INR 5,00,000/- (through RTGS Only) as Earnest Money Deposit (EMD)	<p>We would like to inform you that Global Agri System Pvt. Ltd. is registered as a Micro and Small Enterprise (MSE) with the Ministry of Micro, Small and Medium Enterprises (Udyam Registration) as well as with the National Small Industries Corporation (NSIC), bearing registration number NSIC/GP/DEL/2016/0029977 (certificate attached).</p> <p>As per Government of India policy, MSMEs are entitled to certain concessions under Notification No. F.No. 22(1)/2003/EP&M dated 29.07.2003 issued by the Ministry of MSME (copy attached for your reference), which include:</p> <ol style="list-style-type: none"> 1. Issue of tender documents free of cost 2. Exemption from payment of Earnest Money Deposit (EMD) 	<p>Any bidder claiming exemption of Bid Processing fee and EMD shall submit:</p> <ol style="list-style-type: none"> 1. Bid Security Declaration letter as per enclosed format Annexure-1A 2. NSIC Registration Certificate exempting them from submission of Bid Processing fee and EMD

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			<p>We would also like to bring to your attention the Office Memorandum No. F.9/4/2020-PPD issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India dated 12th November 2020 regarding the submission of EMD for tenders floated by government departments.</p> <p>As per this memorandum (attached herewith), the requirement for EMD has been waived, and procurement agencies have been advised to obtain a Bid Security Declaration instead of Bid Security. The relevant clause is quoted below:</p> <p>"4. In view of the above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only</p>	

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			<p>provision for Bid Security Declaration should be kept in the Bid Documents."</p> <p>In light of the above-mentioned directives from the Government of India, we kindly request that our firm be exempted from the payment of EMD and processing fees for this tender.</p>	
2	Section VII – Terms of Reference (ToR) Sub Section 3 Scope of Work Point no. 3 Page no. 34	<p>Support (Preparation of Application, Documents, Reports, filing of application, Response to queries, Liaison) in Obtaining all Statutory approvals, Licenses, Registrations, certifications but not limited to</p> <ul style="list-style-type: none"> • Building Plan approval • Inspector of Boilers approval • Consent for Establishment (CFE) and Consent for Operation (CFO) from Pollution Control Board • Department of Labor 	<p>It is understood that the PMC shall provide support for preparation of applications, compilation of required documents, filing of applications, and assistance in responding to queries raised by the concerned authorities.</p> <p>However, all statutory fees, approval charges, government payments, and costs associated with obtaining approvals shall be borne by the Client.</p> <p>At time for some application if separate studies need to be conducted and reports have to be submitted by third party consultant the cost for appointing the</p>	<p>The PMC shall provide all necessary support for obtaining statutory approvals, including preparation of applications, documentation, liaison, and response to queries from authorities. However, all statutory fees, application charges, approval fees, testing charges, and professional fees payable to third-party agencies or consultants, if required by any regulatory authority, shall be borne directly by TGHDCCL.</p>

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		<ul style="list-style-type: none"> • Telangana Disaster Response and Fire Services Department • Feasibility certificate and Connection from Electricity Department • BARC approval • FSSAI License • APEDA Registration • DGFT Registration • MSME Udyam Registration • Any other approvals required till selection of Operations & Maintenance agency 	consultant shall be borne by the client.	
3	Section VII – Terms of Reference (ToR) Point no 2 Page no. 33	132/1/P, 132/2/P, Thumukunta Village, Shamir pet Mandal, Medchal-Malkajgiri District, Telangana	<p>The project site is identified as Survey Nos. 132/1/P and 132/2/P, Thumkunta Village, Shamirpet Mandal, Medchal–Malkajgiri District, Telangana. However we need certain clarification on</p> <p>a. Please confirm whether the PMC is required to carry out a geotechnical study, including soil bearing capacity test and contour survey/study.</p>	Site investigations including, but not limited to, geotechnical investigations, soil bearing capacity tests, contour surveys, hydrological studies, groundwater assessment, and water quality testing shall be undertaken as part of the Project requirements. The cost of conducting such investigations shall be borne by TGHDCCL. The PMC shall coordinate, supervise, review, and

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			<p>b. Please also confirm whether a hydrological study is required for assessment of water table and water quality.</p> <p>In case the above studies are required to be carried out by the PMC, we request you to kindly provide the site map, site coordinates, and total area/size of the project site.</p>	<p>certify such studies as part of its scope of services.</p> <p>The Site admeasures around Ac. 6.00. The Site map will be provided to the Selected PMC after the signing of agreement.</p>
4	Section VII – Terms of Reference (ToR) Sub Section 3 Scope of Work Point no. 2 Page no. 34	<p>Point 2 Selection of Civil Contractors and Machinery Suppliers through Bidding Process:</p> <p>Sub point:</p> <ul style="list-style-type: none"> • Conducting pre-bid meetings and issuing clarifications / replies to bidder queries. • Technical and financial evaluation of bids received and presentation to Committee of TGHDC. 	<p>It is understood that the Consultant/PMC shall provide support and guidance in conducting pre-bid meetings, preparing responses to bidder queries, and carrying out technical and financial evaluation of bids received.</p> <p>However, all decisions relating to bid evaluation, bidder qualification, selection, award of contract, and approval of recommendations shall rest solely with TGHDC. The Consultant/PMC shall act only in an advisory capacity, and all final approvals</p>	<p>Preparation of tender documents, conduct of pre-bid meetings, issuance of clarifications, technical and financial evaluation of bids, and submission of recommendations shall form part of the PMC's scope. However, all decisions relating to bidder qualification, selection, award of contracts, and acceptance of recommendations shall rest solely with TGHDC or the Committee constituted by TGHDC.</p>

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						<p>and decisions shall be taken by the competent authority of TGHDC.</p> <p>Kindly confirm our understanding.</p>	
5	Section VII – Terms of Reference (ToR) Sub Section 4 Project Team Page no. 36	S. No	Position	Nos	Nature of Engagement	<p>The RFP specifies full-time deployment of a Project Director/Team Leader, Project Executive, and Site Engineer.</p> <p>We understand that the Site Engineer shall be deployed on a full-time basis at the project site for day-to-day supervision and monitoring.</p> <p>The Team Leader position is a very senior role and may be stationed at the headquarters. The Team Leader shall visit the client office and project site periodically, as required.</p> <p>Secondly, the Project Executive is a supporting staff to the Team Leader and may also be deployed at the head office for coordination and documentation support.</p>	<p>Architectural design and drawing preparation form part of the Consultant's scope of services. While a dedicated Architect position is not included in the minimum staffing requirements prescribed under the RFP, the Consultant shall ensure availability of suitably qualified architectural expertise for preparation, vetting, approval support, and finalization of architectural drawings and related deliverables. No additional payment shall be made on this account.</p>
		1	Project Director / Team Leader	1	Full Time		
		2	Project Executive	1	Full Time		
		3	Site Engineer	1	Full Time		

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			<p>Further, we find that the architect position has not been mentioned in the RFP. The Architect is required to prepare and sign off all architectural tender drawings and GFC drawings and will also be involved in the approval process of drawings.</p> <p>Kindly clarify whether the architect role may be specified under the Team Leader position or should be included as an additional position in the proposed team.</p>	
6	Section VII – Terms of Reference (ToR) Sub Section 4 Point no. 6 Implementation Schedule Page 42	<p>The Consultant's services shall commence 15 days from the date of issuance of the Work Order / Signing of Agreement and shall remain valid for a period of 24 (Twenty-Four) months.</p> <p>Notwithstanding the above, in the event the Project is not completed within the said period for any reason whatsoever, including but not limited to delays attributable to contractors, statutory</p>	<p>We seek clarification regarding the following points mentioned below:</p> <p>A. In case the project tenure increases due to any reason attributable to the Client or the Contractors, resulting in extension of the construction/O&M appointment period, the Client shall pay additional charges on a pro-rata basis.</p> <p>B. Further, if the project is delayed beyond one year, the cost shall</p>	<p>The PMC shall continue to provide services until completion of the Project and fulfilment of all contractual obligations. No additional professional fee, escalation, overheads, idle charges, or compensation shall be payable on account of extension of the Project period unless specifically approved by TGHDC through a written amendment to the Contract.</p>

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		<p>approvals, force majeure (excluding termination), or any other cause, the Consultant shall continue to render all services under the Contract until successful completion, commissioning, and final acceptance of the Project by the Client.</p> <p>Such continuation of services shall be deemed to be within the original scope of engagement, and the Consultant shall not be entitled to any additional fees, costs, claims, compensation, or escalation on account of extension of time, except where the delay is solely and directly attributable to the Client and expressly approved in writing by the Client through a formal amendment to the Contract.)</p>	<p>be escalated as per Government of India guidelines.</p> <p>C. In case no O&M operator is appointed within two months, the Client shall pay the fee due at this stage.</p>	
7	Page 10, Section II, SI No 1 & Page 20, Annexure 1, Form 1, SI No 3	<p>Eligibility Criteria – Legal Status</p> <p>Section II, SI No 1 states that the bidder should be a company,</p>	We have extensive experience of handling industrial infrastructure projects for central and state governments at national level.	Society / Trust Allowed to participate in the bidding process.

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		partnership firm, or LLP. However, Annexure 1, Form 1 (Company Profile) explicitly lists " Society / Trust " as an option under the legal status of the firm	Please allow Society/Public Trust to participate in the process, removing 'entry barrier'. Query: Please clarify if a Society or Trust registered under the relevant Indian Acts is eligible to participate in this tender.	
8	Page 14, Section III, SI No 1.1 & 1.2	Technical Evaluation - Experience Scoring The evaluation criteria award 5 marks per project for government/PSU industrial projects and 3 marks per project for private industrial projects	Query: If a bidder has executed more than 200 distinct industrial infrastructure projects (e.g., across multiple locations) under a single work order or assignment as PMC for the same client, will each individual project be counted separately for scoring purposes up to the maximum marks?	One work order considered as One Project only for evaluation purpose. In case multiple projects have been done under single Agreement / Empanelment, bidders will have to submit mandate letter/ completion certificate / certificate / another supporting document for each individual project.
9	Page 42, Section VII, Clause 6.1	Implementation Schedule & Extension The contract is for 24 months , but the consultant must continue services without additional fees if the project is delayed for reasons other than the Client's fault.	Query: Is there a maximum cap (e.g., 6 months) on this "free" extension period, after which services are compensated on a man-month basis?	The PMC shall continue to provide services until completion of the Project and fulfilment of all contractual obligations. No additional professional fee, escalation, overheads, idle charges, or compensation shall be payable on account of extension of the Project period unless specifically approved by TGHDCCL

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				through a written amendment to the Contract.
10	Page 42, Section VII, SI No 3	<p>Schedule of Payments (Construction Phase)</p> <p>50% of the fee is paid on a monthly basis linked to actual physical and financial progress.</p>	<p>Query: If the civil contractor's progress is stalled for reasons not attributable to the PMC, how will the PMC's monthly payments be protected?</p>	<p>Payments under the Construction Phase shall be made on a monthly basis in accordance with the Schedule of Payments specified in the RFP, subject to certification of services rendered and achievement of the applicable deliverables. Delays attributable to contractors shall not, by themselves, prejudice the Consultant's entitlement to payment for services duly performed.</p>
11	Page 34, Section VII, Clause 3.1	<p>Scope of Work - DPR Review</p> <p>The PMC must review and finalize the Detailed Project Report (DPR).</p>	<p>Query: Since the PMC is finalizing a report, they did not originally prepare, will the PMC be held liable for inherent data inaccuracies or errors in the original DPR provided by TGHDCCL?</p>	<p>The review and finalization of DPR is in the scope of PMC, any such errors / data inaccuracies have to be highlighted by and rectified by PMC at this stage.</p>
12	Page 44, Section VII, Clause 9	<p>Additional Payment Conditions - Statutory Fees</p> <p>All statutory and application fees are to be borne by the Client or reimbursed at actuals.</p>	<p>Query: To avoid delays, will TGHDCCL provide a standing fund/advance for these fees, or is the PMC expected to pay upfront and seek reimbursement?</p>	<p>Wherever feasible, statutory fees and application charges shall be paid directly by TGHDCCL to the concerned authority. In exceptional circumstances, where the PMC is authorized in writing to make such payments on behalf of TGHDCCL, reimbursement shall be</p>

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				made at actuals upon submission of supporting documents.
13	Page 44, Section VIII, Clause 1	<p>Penalty for Resource Change</p> <p>A penalty of 1% of professional fees is imposed if more than 3 team members are changed.</p>	<p>Query: Will this penalty be waived if the change is due to unforeseen circumstances like medical emergencies, death, or resignation?</p>	<p>Requests for waiver of penalties arising from replacement of key personnel due to death, prolonged illness, medical emergency, resignation, or other circumstances beyond the Consultant's reasonable control may be considered by TGHDCCL on a case-by-case basis upon submission of satisfactory supporting evidence. The decision of TGHDCCL shall be final and binding.</p>
14	Page 43, Section VII, Clause 5	<p>Resource Deployment Location</p> <p>Full-time resources must be stationed at the "designated location".</p>	<p>Query: Please clarify if this location is the project site in Thumukunta Village or the TGHDCCL Head Office in Hyderabad.</p>	<p>The Project Director and Project Executive shall be deployed on a full-time basis at the TGHDCCL Head Office, Hyderabad. The Site Engineer shall be deployed on a full-time basis at the Project Site. All full-time personnel shall remain exclusively available for the Project during the contract period. Project Director & Project Executive are expected to visit the site as and when required. All other part time member will free to work from any locations and are expected to visit the site / or attend critical meeting</p>

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				with TGHDCCL as and when required.
15	A.General Provisions, Point no:2 Introduction, page no:7	Location details of project site	Extent of Project Site may please be Informed	The Project Site measures around Ac. 6.00
16	Data Sheet, Page no: 3, Point: 25	Performance Security- 10% of the Professional fee quoted by the Bidder	Request for Reduction in Performance Security from 10% to 5%	The Request has not been considered.
17	B. Preparation of Proposal, Clause 6, Page 10	In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Consortium / Joint Venture Participation is not allowed.	Request for allowing Joint Venture / Consortium Participation in the Bidding Process	The Request has not been considered.
18	B. Preparation of Proposal, Clause 6, Page 10	In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Consortium / Joint Venture Participation is not allowed.	Request for allowing Sub-Contracting	The Consultant may engage external experts for part-time positions; however, the Bidder shall remain solely responsible for performance of all obligations under the Contract. Such engagement shall not be construed as sub-contracting of the assignment. The Bidder shall disclose such experts in its proposal and obtain prior approval of TGHDCCL wherever required. Format for such Disclosure is attached.

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19	Evaluation Criteria, Clause 3.1.2	Experience as PMC	What is the Period of Project for which the Project will be Considered to be eligible	For the purpose of evaluation, only those projects for which the Work Order / Agreement was issued on or after 1 April 2016 shall be considered.
20	Section III Criteria for Evaluation Clause 3.1, Sl. No. 1.3)	PMC for Irradiation Project	Experience of PMC/PMA (Project Management Agency) for irradiation under central / state government may also be considered.	The request is accepted. Experience of Project Management Agency (PMA)/Project Management Consultant (PMC) in implementation of Irradiation Facilities under Central Government, State Government, Government Agencies, Public Sector Undertakings (PSUs), Statutory Bodies, or Autonomous Organizations shall be considered for evaluation, provided that the scope of services performed by the PMA/PMC is substantially similar to the scope of work prescribed under this RFP, including project planning, design coordination, procurement support, construction supervision, installation, testing, commissioning, and project management services.

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				The Bidder shall submit documentary evidence, including Work Orders/Agreements and Completion Certificates (or Client Certificates in case of ongoing projects), clearly demonstrating the scope of services rendered. TGHDCCL reserves the right to assess the relevance and similarity of the experience submitted, and its decision in this regard shall be final and binding.
21	Section VII	Schedule of Payment	Request for revising the Payment Structure	The request has been examined and is not accepted. The Schedule of Payments specified in the RFP has been formulated considering the project requirements, scope of services, deliverables, and implementation timeline. Accordingly, no change is proposed in the payment structure, and the provisions of the RFP shall prevail.

Annexure 1A
Bid Security Declaration
(On Bidder's Letterhead)

Date: _____

Place: _____

To,
The Managing Director
Telangana Horticulture Development Corporation Limited (TGHDCCL)
Hyderabad, Telangana

Subject: Bid Security Declaration In lieu of Earnest Money Deposit (EMD)

We, the undersigned, hereby declare that:

1. We are submitting our bid against the above-mentioned RFP and are claiming exemption from submission of Bid Processing Fee and Earnest Money Deposit (EMD) based on our valid registration with NSIC/MSME and eligibility under applicable Government of India procurement guidelines.
2. We understand that, in lieu of EMD, this Bid Security Declaration shall be binding upon us.
3. We acknowledge that if we:
 - a. Withdraw, modify, or impair our Bid during the period of bid validity specified in the RFP; or
 - b. Having been notified of the acceptance of our Bid during the validity period, fail or refuse to:
 - o Sign the Contract Agreement, if required; or
 - o Furnish the Performance Security/Performance Bank Guarantee within the stipulated time; or
 - o Comply with any other requirement specified in the RFP for award of the Contract,

then TGHDCCL shall, without prejudice to any other rights or remedies available under law, be entitled to suspend, blacklist, debar, or declare us ineligible from participating in future tenders/procurements of TGHDCCL for a period as deemed appropriate by TGHDCCL.

4. We further certify that our NSIC/MSME registration is valid as on the date of bid submission and covers the services offered under this RFP.

5. We understand and agree that submission of false information or misuse of exemption benefits shall render our bid liable for rejection and may result in appropriate action under applicable laws and procurement rules.

We hereby accept all the terms and conditions of this Bid Security Declaration.

For and on behalf of the Bidder

Authorized Signatory: _____

Name: _____

Designation: _____

Bidder Name: _____

NSIC/MSME Registration No.: _____

Validity of Registration: _____

Date: _____

Seal of the Firm

Annexure 5A
Declaration for Engagement of External Part-Time Experts
(On Bidder's Letterhead)

Location:

Date:

To:

The Vice Chairman & Managing Director
Telangana Horticulture Dev. Corp. Limited
Redhills, Hyderabad
Telangana State

Sub: Appointment of Project Management Consultant (PMC) for Establishment of Irradiation Unit and Allied Facilities

Declaration

We, _____ (Name of Bidder), hereby declare that the following proposed personnel are external experts engaged by us for providing specialized services under the assignment on a part-time basis.

We further undertake and confirm that:

1. The engagement of the following experts shall not be construed as sub-contracting of the assignment.
2. We shall remain solely and fully responsible for the performance of all obligations, deliverables, services, outputs, quality standards, timelines, and contractual commitments under the Contract.
3. The proposed experts have consented to be associated with our bid and shall be available for deployment as and when required by TGHDCCL during the contract period.
4. Any replacement of the proposed experts shall be subject to prior approval of TGHDCCL and shall be of equivalent or higher qualification and experience.
5. The engagement of such experts shall not relieve us of any responsibility, liability, or obligation under the Contract.
6. We shall ensure that all experts comply with the confidentiality, conflict of interest, safety, and other requirements stipulated in the RFP and Contract Agreement.

Details of External Experts

Sl. No.	Name of Expert	Proposed Position	Qualification	Total Experience (Years)	Nature of Engagement (Part-Time)	Consent Submitted (Yes/No)
1					Yes	
2					Yes	
3					Yes	
4					Yes	
5					Yes	
6					Yes	
7					Yes	

Certification

We certify that the information furnished above is true and correct. We understand that any misrepresentation or false declaration may result in rejection of our bid or termination of the Contract, if awarded.

For and on behalf of the Bidder

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

Seal of the Firm