Date: 17/12/2025

Corrigendum-cum-Responses to Pre-Bid Queries

Selection of consulting firm for setting up of Project Monitoring Unit for Odisha State Housing Board, Bhubaneswar"

RFP NO. 05/ CE/2025-26/OSHB, Dated 07/11/2025

Corrigendum-1 No. 890/CE/OSHB, Dated 01/12/2025

Sr ·	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
1.		Date, Time and venue for Pre-Bid Meeting-Dt. 18.11.2025 at 4.00 PM in the conference hall of Odisha State Housing Board, Bhubaneswar.	We would request the provision of an online pre- bid meeting as well in addition to the offline meeting. And we would request you to share the link for the pre-bid meeting with us.	-
2.	Data sheet, Pg 4	Last date & Time for receipt of Proposal- Dt. 02.12.2025 till 3.00 P.M.	We kindly request an extension of the bid submission deadline to at least four weeks from the date of issuance of responses to pre-bid queries. This will allow us sufficient time to prepare and submit a high-quality proposal in line with the RFP requirements.	Last date & time for receipt of proposals Dt. 17.01.2026 till 3.00 P.M.
3.	Section 2, Clause 9. Eligibility Criteria, Page 12	The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year.	We respectfully request you to modify the proof of experience as follows: The Bidder must have the experience of at least 3 projects as PMU/PMC/Advisory services in state/central Govt Agency in Urban Infrastructure/Real Estate/Commercial sector for at least one year.	RFP condition prevails.

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4.		Team Leader cum procurement Expert B. Tech with MBA	We would request you to kindly modify the educational qualification requirements as follows: B.Tech/B.Arch with MBA or M. Plan	Team Leader cum procurement Expert Qualification: B. Tech/ M. Tech with MBA
		Team Leader cum procurement Expert 15 years post qualification experience with minimum 03 years' experience as Team Leader in top consulting firm dealing in Urban/ realestate residential / commercial projects.	We kindly request that the year of experience requirement be reduced from 15 years to 10 years and Team Leader experience be reduced from 3 years to 1 Years. This change would enable participation from a wider range of competent professionals without compromising the quality of expertise	Experience: Minimum 8 years of experience with minimum 01 years' experience as Team Leader in Urban/ real-estate residential / commercial projects.
	2.2 Details scope of work, 8. The qualification and experience of the desired	Associate Consultant Engineer 10 years post qualification experience in top consulting firm managing construction of Urban/real-estate residential / commercial projects.	We kindly request that the year of experience requirement be reduced from 10 years to 5 years . This change would enable participation from a wider range of competent professionals without compromising the quality of expertise.	Associate Consultant- Engineer Qualification: B. Tech (Civil)/ M. Tech (Civil) Experience: 2 years post qualification experience in top consulting firm managing construction of Urban/ real-estate residential / commercial projects.
	resources: Page 23	Associate Consultant Architect 10 years post qualification experience in top consulting firm	We kindly request that the year of experience requirement be reduced from 10 years to 5 years. This change would enable participation	Associate Consultant- Architect

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		dealing in Urban/ real estate	from a wider range of competent professionals	Qualification: B. Arch / M. Arch
		residential / commercial projects	without compromising the quality of expertise.	Experience – 2 years post qualification experience in top consulting firm dealing in Urban/ real estate residential / commercial projects.
				Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of Govt. of Odisha.
5.	No clause in	Leveraging credentials of Parent	It is noted that the RFP does not allow/is silent on	RFP condition prevails.
	RFP	entity/subsidiaries	Bidders leveraging the credentials of their parent	
		RFP is silent on this aspect.	entities/subsidiaries. We would like to humbly	However, this is to clarified that
			submit that parent entities together with their subsidiaries possess a wealth of experience and	experience of parent/subsidiary entities shall not be considered for
			expertise that can be invaluable for the successful	evaluation.
			execution of complex projects. Further, parent	
			entities and subsidiaries often have access to a	
			broader pool of resources, including specialized	
			personnel. By leveraging these credentials and	
			resources, Bidders can enhance their capacity to deliver the project efficiently and effectively and	
			can demonstrate their ability to meet the technical	
			and operational requirements of the tender. We	
			humbly request you to allow that Bidders to	
			leverage the credentials of their parent entities	
			or subsidiaries.	

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6.	No clause in RFP	Leveraging credentials of Parent entity/subsidiaries RFP is silent on this aspect.	We would like to submit that PwC, like other similarly placed consulting firms, is not structured like a typical MNC, but operates as a network of firm under a common brand name, wherein each network Firm is a separate and independent legal entity. These Network Firms often collaborate and share relevant skills and knowledge with each other in order to leverage the best global practices to enhance the services being rendered to their clients. We accordingly request you to allow Bidders to leverage the credentials and/or resources of such Network Firms to demonstrate our collective capabilities.	RFP condition prevails. However, this is to clarified that experience of parent/subsidiary entities shall not be considered for evaluation.
7.	No Clause in RFP	Limitation of Liability Overall Liability is unlimited	As per GCC and SCC, liability with respect to property is capped. Since we are providing consultancy services, we respectfully request that our overall liability, which is not limited, be capped at one time the total contract value, in line with GFR and MeitY guidelines and standard industry practise. We propose including the following language in the contract: "Purchase/Client agrees that consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statue, indemnities or otherwise, is limited to one time the professional fees paid/payable for the services. Purchase/client agrees that consultant will not liable for (i) loss or corruption of data from your systems, (ii) loss or profit, goodwill, business opportunity,	RFP condition prevails.

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8.		Limitation of Liability Indirect and consequential losses are not excluded from liability for overall liability arising out of contract	anticipated savings or benefits or (iii) indirect or consequential loss." Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the contract Act, stipulates and remote and consequential damage are not payable. Client is requested to include the below clause: "Purchase/Client agrees that consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss or profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	RFP condition prevails.
9.	Clause 11 at Page 59 of RFP (Draft Contract), SC Clause 14 at Page 63, Clause 28 at Page 18	Limitation of Liability In case of gross negligence or wilful misconduct w.r.t damage to property Consultants are liable only up to the higher of: Total payments for Professional Fees and Reimbursable Expenditures made or expected to be made under the agreement, OR Insurance proceeds that the consultants may receive from any insurance maintained to cover such liability	Client is requested to not make the limitation of liability subject to receivable under the insurance proceeds. Client is requested to limit consultants' liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	RFP condition prevails.
10.	No clause in RFP	Confidentiality obligations Exceptions to confidential information are not provided	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be	RFP condition prevails.

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			disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	
11.	No clause in RFP	Indemnity Indemnity capping is not provided in Draft Contract GCC and SCC.	AS per RFP, the consultant's indemnity obligations are capped. However, the GCC and SCC currently do not specify any explicit cap on indemnity. We humbly request that our indemnity obligations be capped in accordance with RFP clause 29.	RFP condition prevails. However, it is clarified that indemnity obligations are capped as per clause 29 of the RFP and will be maximum up to fees paid to the consultant.
12.	Clause 10.5 at Pg 59 of RFP (Draft Contract)	Indemnities Indemnities for IPR infringement claims without exceptions	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. 1. Notwithstanding anything contained in this agreement, if the Indemnified party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified party that any service provided by the Indemnifying party infringes a copyright, trade secret or patents incorporated in India of any third party,	RFP condition prevails.

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			indemnifying party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party shall as its expense and option either: i. Procure the right for Indemnified party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing. 3. The foregoing remedies constitute Indemnified party's sole and exclusive remedies and Indemnifying Partys entire liability with respect to infringement.	
13.	Clause 10.7 at Page 59 of RFP (Draft Contract), clause 13 SC Clause at Pg 61	Indemnities The Consultant shall indemnify the Client against any and all claims by Employees, Contractors, subcontractors, suppliers, agent(s), regarding wages, salaries, compensation, or similar matters	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	RFP condition prevails.
14.	Clause 10.6 at Page 59 of RFP (Draft Contract),	Indemnities Indemnities for death and bodily injury	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	RFP condition prevails.

S	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	clause 13 SC Clause at Pg 61			
15	. No clause in RFP	Indemnities Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damage/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	RFP condition prevails.
16	. No clause in RFP	Indemnities No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the indemnified party as promptly as practicable informs the Indemnifying party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; ii) the Indemnified party shall, at the cost of the Indemnifying party, give the Indemnifying party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified party may, at its sole cost and expense, reasonably participate, through its attorney or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided as its sole coat and expense, and the Indemnified party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified party will be include in losses; (iv) the Indemnified party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			of the Indemnified party; (v) all settlements of claims subject to Indemnification under this clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlements, damages and cost (if any) finally awarded in favor of the Indemnified party which are to be paid to it in connection with any such claim or proceedings; vi) the Indemnified party shall account to the Indemnifying party for all awards, settlements, damage and costs (if any) finally awarded in favor of the Indemnified party which are to be paid to it in connection with any such claim or proceedings; vii) the Indemnified party shall take steps that the Indemnifying party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; viii) in the event that the Indemnifying party is obligated to indemnify an Indemnified party pursuant to this clause, the indemnifying party will, upon payment such Indemnified party with respect to the claims to which such indemnification relates; and ix) if a party makes a claim under the indemnity set out under clause above in respect of any particular loss or losses, then that party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
17.	Clause 2.9.1.11 at Page 49 of	Termination Unreasonable ground for termination.	We request client to delete this ground for termination as it is unreasonable and there are	RFP condition prevails.

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	RFP (Draft Contract		several remedies in contract and law available to the client for such breach.	
18.		Conflict of Interest Several conflict-of-interest related obligations on us and there are certain declaration requirements.	We wish to highlight that we are a large organization providing various services to various state and central govt. dept., PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	RFP condition prevails.
19.		Related Party	We understand that this declaration pertains to confirmation w.r.t related party transaction u/s 188 of the companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation. We submit that this will be an arm's length price/transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/declaration non-mandatory or removing it from the declarations.	RFP condition prevails.
20.	Clause 20 at Page 16	Liquidated damages Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches	RFP condition prevails.
21.	No Clause in RFP	IPR	There are innumerable IPRs that exist with us which we would like to use to your benefit while	RFP condition prevails.

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		No Protection to our pre-existing IPRs	delivering our services to you. These are our pre- existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. "Notwithstanding anything to the contrary in this agreement, consultant will retain the ownership of pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are include/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the purchaser/Client to use such pre- existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.'	
22.	Clause 3,4 at Page 51 of RFP (Draft Contract) Clause 7 SC Clause at Page 60	Insurance Wide insurance procurment obligations	We wish to clarify that we maintain insurance, at the firm level, which are required to be maintained by us as per provision of laws. Separate insurance for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm	RFP condition prevails.

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23.	Clause 3,4 at Page 51 of RFP (Draft Contract)	Audit Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow client to inspect our invoicing records under this engagement, such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organization confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	RFP condition prevails.
24.	Clasue 10.8 at Page 59 of RFP (Draft Contract), Page- 49 : GCC 2.9.3, GCC3.3, GCC 3.6/3.5	Survival obligations -All claims regarding indemnity shall survive the termination or expiry of the Contract. Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	RFP condition prevails.
25.	Point 6 at Page 8 of RFP, point k at 11, Clause 15at Page 14, Annexure 1 Sr No. 12 at Page 35 (Prequalifications requirment/declaration regarding blacklisting/debarment)	Blacklisting Declaration sought is not in line with the eligibility criteria	We note that the declarations sought in the RFP regarding blacklisting are not aligned with the requirements stated under Eligibility Criteria (Sr. No 6, Page 8) and Annexure 1 (Sr. No 12, Page 35). In view of the same, we kindly request you to align all clauses pertaining to the blacklisting undertaking with the following wording: "Undertaking for not having been blacklisted by any Central/State Government, autonomous body, or international / national organization as on date."	RFP condition prevails.

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26.	No clause in RFP	No third party disclaimer There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other-than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please Confirm our understanding is correct	RFP condition prevails.
27.	No clause in RFP	Acceptance No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure. Perhaps the one provided by Meit in their guidelines, or the one suggested below. to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Clients receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable grounds for such non acceptance, and Consultant will take	RFP condition prevails.
			reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant	

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28.	1.Eligible Bidder : Page	The bidder must have a minimum average annual turnover of INR 25	within the agreed time period or if Client uses the draft deliverable. It will be deemed to be accepted. Request you to kindly the criteria as: The bidder must have a minimum average annual	RFP condition prevails.
	No-08	(Twenty five) Crore from Govt. Consultancy Business during the last three financial years i.e., (2022- 23, 2023-24 and 2024-25)	turnover of INR 25 (Twenty five) Crore from Consultancy Business during the last three financial years i.e., (2022-23, 2023-24 and 2024-25	
29.	Evaluation Criteria, Page No. 12	"Bidder's Average Annual Turnover for the last three Financial Years (2022-23,2023-24,2024-25 ending 31 March 2025) has to be at least INR 25 Crores from Govt. Consultancy Business. • For 25— 35 crores — 15 marks	Request you to kindly modify the criteria as: Bidder's Average Annual Turnover for the last Three Financial Years (2022-23,2023-24,2024-25 ending 31 March 2025) has to be at least INR 25 Crores from Consultancy Business. • For 25— 35 crores — 15 marks • For 36 — 50 crores — 20 marks	RFP condition prevails.
		 For 36 — 50 crores — 20 marks Above 50 crores — 25 marks 	• Above 50 crores — 25 marks	
30.	Evaluation Criteria, Page No. 12	The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year. •For managing minimum 03 PMU/ PMC/Advisory services— 15 marks	The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector. •For managing minimum 03 PMU/ PMC/Advisory services— 15 marks • For managing more than 03 and upto 05 PMU/ PMC/ Advisory services — 20 marks	RFP condition prevails.
			• For managing more than 05 PMU/ PMC/ Advisory services — 25 marks	

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31.	Tech -3 Bidder Organization (Financial Details)- Page No-27	For managing more than 03 and upto 05 PMU/ PMC/ Advisory services — 20 marks For managing more than 05 PMU/ PMC/ Advisory services — 25 marks Signature and Seal of the Company Auditor with Date in original with FRN & membership number	We request you to kindly accept Tech-3- Bidder Organization (Financial Details), signed by Charter Accountant (CA) with UDIN Number too.	Signature and Seal of the Company Auditor/Chartered Accountant with Date in original with FRN & membership number and with UDIN
32.	Evaluation Criteria Parameter, Page No- 13	Suitability for this scope: team composition: 25 Marks Team Leader- Procurement Expert: 15 Marks Associate Consultant Engineer: 05 Marks Associate Consultant Architect: 05 Marks	Given the broad scope of this assignment primarily emphasizing a comprehensive state- level housing policy analysis and PPP component. We recommend expanding the team structure by introducing additional positions. This enhancement will strengthen project execution, improve operational efficiency, and ensure timely achievement of objectives. Accordingly, it would be beneficial to include the following positions and allocate marks as outlined below. A. Team Leader cum Procurement Expert-5 Marks B. Associate Consultant Engineer-4 Marks C. Associate Consultant Architect -4 Marks D. Associate Consultant Housing cum Policy Expert- 4 Marks E. Associate Consultant PPP / Finance - 4 Marks Associate Consultant MIS - 4 Marks	RFP condition prevails.

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33.	Section : 3 Terms of Reference (ToR), Page No- 23	Point 7 & 8 The qualification and experience of the desired resources: Team Leader cum procurement Expert: B. Tech with MBA 15 years post qualification experience with minimum 03 years experience as Team Leader in top consulting firm dealing in Urban/real-estate residential / commercial projects. Well conversant with relevant Govt. regulation, Tendering process, ORERA etc.	In order to encourage better and fair participation, We kindly request you to amend the clause as below. Team Leader cum Procurement Expert: B. Tech with MBA or equivalent 12 years post qualification experience with minimum 03 years experience as Team Leader in top consulting firm dealing in Urban/ real-estate residential / commercial projects. Well conversant with relevant Govt. regulation, Tendering process, ORERA etc.	Team Leader cum procurement Expert Qualification: B. Tech/ M. Tech with MBA/ Experience: Minimum 8 years of experience with minimum 01 years' experience as Team Leader in Urban/ real-estate residential / commercial projects.
34.	Section : 3 Terms of Reference (ToR), Page No- 23	Point 7 & 8 The qualification and experience of the desired resources: Associate Consultant Engineer: B. Tech (Civil)/ M.Tech (Civil) 10 years post qualification experience in top consulting firm managing construction of Urban/real-estate residential / commercial projects.	In order to encourage better and fair participation, We kindly request you to amend the clause as below. Associate Consultant Engineer: B. Tech (Civil)/ M.Tech (Civil) or equivalent 08 years post qualification experience in top consulting firm managing construction of Urban/real-estate residential / commercial projects. Well conversant with modern low cost housing technology, Green concept etc.	Associate Consultant- Engineer Qualification: B. Tech (Civil)/ M. Tech (Civil) Experience: 2 years post qualification experience in top consulting firm managing construction of Urban/ real-estate residential / commercial projects.

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		Well conversant with modern low cost housing technology, Green concept etc.		
35.	Section : 3 Terms of Reference (ToR), Page No- 23	Point 7 & 8 The qualification and experience of the desired resources: Associate Consultant Architect: • B. Arch • 10 years post qualification experience in top consulting firm dealing in Urban/ real estate residential /commercial projects •Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of govt. Of Odisha	In order to encourage better and fair participation, We kindly request you to amend the clause as below. Associate Consultant Architect: B. Arch B. Arch B. Arch B. Arch B. Arch B. Arch B. Well consulting firm dealing in Urban/ real estate residential /commercial projects Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of govt. Of Odisha	Associate Consultant- Architect (As per NeGD Guidelines) Experience – 2 years post qualification experience in top consulting firm dealing in Urban/ real estate residential / commercial projects Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of Govt. of Odisha.
36.	Additional Clause	Additional Key Personnel - associate consultant Housing cum Policy Expert.	Considering the board scope of work and inclusion of state housing analysis, we request the authority to consider adding the of Associate Consultant Housing cum Policy expert to the current team structure to improve operational efficiency and ensure timely achievement of objectives. The specific requirements for this position are outlined below. Associate Consultant Housing:	RFP condition prevails

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			 Bachelor's degree in Housing / Civil Engineering/ Technology/ Urban Planning/ Policy or equivalent. 	
			06 years post qualification experience in Housing sector / Urban development/real estate residential projects	
			 Well conversant with relevant building bye- laws approval process of building plans from BDA/BMC/Local authority, ORERA rules, Housing policy of Govt. Of Odisha. 	
37.	Additional Clause	Additional Key Personnel - Associate Consultant PPP/Finance.	Considering the board scope of work and inclusion of Transaction advisory services for PPP, we request the authority to consider adding the of Associate Consultant PPP/Finance to the current team structure to improve operational efficiency and ensure timely achievement of objectives. The specific requirements for this position are outlined below. Associate Consultant PPP:	RFP condition prevails
			Bachelor's degree in finance /economics/public policy / Infrastructure Management/ Civil Engineering/ Technology or equivalent.	
			06 years post qualification experience in infrastructure development/ PPP projects	

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			 Well conversant with PPP guidelines, managing bidding processes, understanding and formulating policies and strategies to support PPP structure, proficiency in preparing financial models. 	
38.	Additional Clause	Additional Key Personnel- Associate Consultant MIS:	Considering the board scope of work and inclusion of project progress reporting, we request the authority to consider adding the role of Associate Consultant MIS to to the current team structure to improve operational efficiency and ensure timely achievement of objectives. The specific requirements for this position are outlined below. Associate Consultant MIS: B.SC IT/BCA/B.E.IT/B.Tech IT/ MCA or equivalent of of years post qualification experience in IT applications and Dashboards.	RFP condition prevails
39.	Additional Clause	Invoice to Payment cycle	We suggest that inclusion of additional clause of invoice-to- payment cycle be defined within a 30-45 days' timeframe.	RFP condition prevails
40.	Additional Clause	Risk Purchase	We request you to limit the liability of bidder under this clause (Which relates to client engaging another vendor due to bidder proven failure or refusal to complete the work awarded to it) to the differential amount which is in excess (that the client would have to incur) of the value of the corresponding services not delivered by the bidder.	RFP condition prevails

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
41.	Additional Clause	Leave Policy	In the absence of a specific leave policy in the RFP, GT will adhere to the standard leave entitlements clients, which include annual leave, public holidays, and sick leave as per government norms.	It is clarified that State Government calendar shall be followed for working days & hours. For Holidays it is as per State Govt. calendar. In addition, each resource shall be entitled to 12 days Casual Leave per year with prior approval of Client Authority. Any sick leave availed by a resource shall be taken only with the approval of
42.	Additional Clause	Indemnity Clause	We suggest that indemnity should be mutual, and the Consultant should also be indemnified by the Client for any third-party claims and for omission of facts by the Client or its personnel. The aggregate liability of Consultant/Bidder under this clause shall be capped to the fees paid by the Client to the Consultant/Bidder for the assignment.	designated Authority. RFP condition prevails. However, it is clarified that indemnity obligations are capped as per clause 29 of the RFP and will be maximum up to fees paid to the consultant.
43.	Additional Clause	Limitation of liability clause	We would request the authority to kindly add the Limitation of Liability clause not exceeding the total contract value under the Terms of Reference.	Agreed
44.	Additional Clause	Retention of copies of confidential information	We would request the authority to kindly add the Retention of copies of confidential information clause. Which is required for legal or professional regulatory purposes, under the Terms of Reference.	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
45.	Additional Clause	Compelled disclosure of confidential information and termination right	We would request the authority to kindly add the Compelled disclosure of confidential information and termination right clause under the Terms of Reference.	RFP condition prevails.
46.	Data Sheet; Page No4	Last date and time for receipt of proposals: Dt .02.12.2025 till 3.00 P.M	Considering the detailed scope of work, the need to mobilize a technically competent and multidisciplinary team, we request the Authority to kindly extend the bid submission timeline by 2 weeks from the date of publishing the response to pre-bid queries.	Last date & time for receipt of proposals Dt. 17.01.2026 till 3.00 P.M.
47.	1 Eligible Bidder; Page No8	Eligibility Criteria 2: The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year.	In view of the scale of the assignment, we request the Authority to modify the clause as per below: Bidder should have completed during the last 3 (Financial Years) at least: i. One (1) contract of similar nature of work not less than INR 5.00 Crores. OR ii. Two (2) contracts each of similar nature of work not less than INR 3.00 Crores. OR iii. Three (3) contracts each of similar nature of work not less than INR 2.00 Crores. Note: 1. "Similar nature work" shall mean the Bidder should have successfully completed the work of	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			PMC/PMU for Central Government/PSU's/ MoHUA/ State Govt/ State Urban Development Department/ Urban Local Bodies/ Urban SPVs/ Development Schemes/ Development Authority for at least 2 crore for Large Scale Infrastructure Development in India 2. Contract value means consultancy fee.	
48.	1 Eligible Bidder; Page No8	Eligibility Criteria 3: The bidder must have a minimum average annual turnover of INR 25 (Twenty-five) Crore from Govt. Consultancy Business during the last three financial years i.e., (2022-23, 2023-24 and 2024-25)	In view of the scale of the assignment, we request the Authority to modify the clause as per below: The bidder must have a minimum average annual turnover of INR 200 (Two Hundred) Crore from Govt. Consultancy Business during the last three financial years i.e., (2022-23, 2023-24 and 2024-25)	RFP condition prevails.
49.	9. Evaluation Criteria; Page No12	 Financial Capacity of the Bidder: Bidder's Average Annual Turnover for the last Three Financial Years (2022-23,2023-24,2024-25 ending 31 March 2025) has to be at least INR 25 Crores from Govt. Consultancy Business. For 25— 35 crores — 15 marks For 36 — 50 crores — 20 marks Above 50 crores — 25 marks 	In view of the scale of the assignment, we request the Authority to modify the clause as per below: Bidder's Average Annual Turnover for the last Three Financial Years (2022-23, 2023-24, 2024-25 ending 31 March 2025) has to be at least INR 200 Crores from Govt. Consultancy Business. • 200-250 Cr — 15 Marks • 250-300 Cr — 20 Marks • More than 300 Cr — 25 Marks	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
Cı	Evaluation riteria; Page o12	Marks The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year. • For managing minimum 03 PMU/ PMC/ Advisory services—15 marks • For managing more than 03 and upto 05 PMU/ PMC/ Advisory services—20 marks • For managing more than 05 PMU/ PMC/ Advisory services—25 marks	In view of the scale of the assignment, experience of working in Odisha state may be given extra weightage, therefore, we request the Authority to modify the clause as per below: 2. PROOF OF EXPERIENCE: 35 Marks 2.1 Bidder should have experience of PMC/PMU for Central Government/PSU's/ MoHUA/ State Govt/ State Urban Development Department/ Urban Local Bodies/ Urban SPVs/ Development Schemes for at least 2 crore for Large Scale Infrastructure Development in India in past 3 (Financial Years) years. Total Marks: 20 Marks for each category: No. of Projects Consultancy Fee (INR) Marks Up to 5 Projects 2 Cr. 05 > 5 Projects and <= 10 Projects 2 Cr. 10 More than 10 Projects 2 Cr. 20 2.2 Bidder should have experience of working on (ongoing/completed) PMU/ PDMC/ PGMC/ PMC/Advisory services in Odisha for any State Level Department/ Authorities/	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			Directorate/ ULBs/ Corporation/PSUs in pas 3 (Financial Years) years. Total Marks 15	t
			Consultancy Fee (INR) Marks	
			1.0 Crore 1	
			2.00 Crore 2	
			4.00 Crore 4	
			8.00 Crore 6	
51.	9. Evaluation Criteria; Page No12	3. SUITABILITY FOR THIS SCOPE: TEAM COMPOSITION:	We request the Authority to modify the clause as per below:	
	14012	Total 25 Marks	Total 15 Marks	
		 Team Leader- Procurement Expert: 15 Marks Associate Consultant Engineer: 5 Marks Associate Consultant Architect: 5 Marks 	 Team Leader- Procurement Expert: 5 Marks Associate Consultant Engineer: 2 Marks Associate Consultant Architect: 2 Marks Associate Consultant Procurement: 2 Marks Finance cum PPP Expert: 2 Marks MIS Expert: 2 Marks 	
52.	10. Performance Bank Guarantee (PBG); Page No13	Within 15 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to Rs.10.00 lakh. from a scheduled commercial bank situated in Bhubaneswar in favour of "Odisha Housing Board Fund payable at Bhubaneswar", as	We request the Authority to modify the clause a per below: Within 15 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to Rs.5.00 lakh. from a scheduled commercial bank situated in Bhubaneswar in favour of "Odisha Housing Board Fund payable at Bhubaneswar", as per the formatical payable at Bhubaneswar, as per the formatical payable	

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		per the format at Annexure-II, for a period of three months beyond the entire contract period.	at Annexure-II, for a period of three months beyond the entire contract period.	
53.	13. Payment Schedule; Page No14	The total duration of the Consultancy shall be 12 (twelve) months (Contract Period) from the date of signing of the contract agreement and will be further extended each year up to 2 years on mutual consent.	We request the Authority to modify the clause as per below: The total duration of the Consultancy shall be 36 (thirty-six) months (Contract Period) from the date of signing of the contract agreement and will be further extended each year up to 2 years on mutual consent.	RFP condition prevails.
			This proposed modification is being suggested in view of the anticipated scope of work, which is likely to extend beyond a one-year timeframe. Additionally, ensuring continuity and longevity in the engagement is essential for attracting and retaining high-quality resources, which will be critical to the success of the assignment.	
54.	13. Payment Schedule; Page No14	The total duration of the Consultancy shall be 12 (twelve) months (Contract Period) from the date of signing of the contract agreement and will be further extended each year up to 2 years on mutual consent. Payment shall be made on monthly basis as per the bills submitted by selected bidder.	We understand as per NeGD empanelment, annual increment is provisioned after one year and that the revised rates applicable post May 2024 would apply in this case. Kindly confirm.	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
55.	13. Payment Schedule; Page No14	The total duration of the Consultancy shall be 12 (twelve) months (Contract Period) from the date of signing of the contract agreement and will be further extended each year up to 2 years on mutual consent. Payment shall be made on monthly basis as per the bills submitted by selected bidder.	In case of Transaction Advisory/PPP related work, we request authority to allow success fee on the same. Hence, we request the Authority to add a clause as per below: In addition to the monthly fee payable to the PMU, a success fee @ 0.50% of the project cost shall be payable to the PMU by OSHB for providing Transaction Advisory/PPP project services. Such success fee shall be directly charged from the successful bidders towards making the payment to the PMU for transaction advisory services.	RFP condition prevails.
56.	26. Settlement of Dispute; Page No17	In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably matter shall be referred to the decision of Managing Director, OSHB, whose decision shall be final & binding on both the parties.	We propose that any such dispute to be referred to arbitration, and that the arbitrator be appointed by mutual consent of the parties.	RFP condition prevails.
57.	7. Team Composition; Page No22	Resource – Team Leader cum Procurement Expert Category (As per NeGD Empanelment) – Program Manager – Serial number 1 of category A	The RFP categorizes Team Leader cum Procurement Expert as Program Manager – Serial number 1 of category A. However, as per NeGD RFE (Page 61 of 107), S.No. 1 of category A is Project Manager (PM). Kindly clarify on this inconsistency.	RFP condition prevails.
58.	7. Team Composition; Page No22	Resource – Associate Consultant- Engineer and Associate Consultant-Architect Category (As per NeGD	The RFP categorizes Associate Consultant- Engineer and Associate Consultant-Architect as Consultant – Serial number 4 of category A. However, as per NeGD RFE (Page 64 of 107),	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		Empanelment) – Consultant – Serial number 4 of category A	Consultant is Serial number 5 of category A. Kindly clarify on this inconsistency.	
59.	8. The qualification and experience of the desired resources; Page No23	1. Team Leader cum Procurement Expert Qualification: B.Tech with MBA Experience: 15 years post qualification experience with minimum 03 years' experience as Team Leader in top consulting firm dealing in Urban/ real-estate residential / commercial projects.	We note that as per NeGD empanelment, the minimum experience requirement is of 8 years for Project Manager (Serial No. 1). Accordingly, we request the Authority to consider modifying the clause as follows: Qualification: B. Tech with MBA/ M. Tech/ M. Plan Experience: Minimum 8 years of experience with minimum 01 year experience as Team Leader in Urban/ real-estate residential / commercial projects. The proposed revision is intended to better align the qualification criteria with the functional requirements and scope of work envisaged under this engagement. Expanding the list of eligible degrees ensures alignment with the diverse academic pathways through which professionals enter the urban development and real estate/ housing domain, without compromising the depth of expertise required.	Team Leader cum procurement Expert Qualification: B. Tech/ M. Tech with MBA/ Experience: Minimum 8 years of experience with minimum 01 years' experience as Team Leader in Urban/ real-estate residential / commercial projects.
60.	8. The qualification and experience of the desired resources; Page No23	2. Associate Consultant-Engineer Qualification: B .Tech (Civil)/ M.Tech (Civil) Experience: 10 years post qualification experience in top consulting firm managing construction of Urban/ real-estate residential / commercial projects.	We note that as per NeGD Empanelment, the minimum experience requirement is of 4 years for Consultant (Category A – Serial No. 5). Accordingly, we request the Authority to consider modifying the clause as follows: Qualification: B. Tech (Civil)/ M. Tech (Civil)/ Masters in Infrastructure Management/ Construction Management/ MBA	Associate Consultant- Engineer Qualification: B. Tech (Civil)/ M. Tech (Civil) Experience: 2 years post qualification experience in top consulting firm managing

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			Experience: Minimum 4 years of experience in Urban/ real estate residential / commercial projects.	construction of Urban/ real-estate residential / commercial projects.
			Expanding the list of eligible degrees ensures alignment with the diverse academic pathways through which professionals enter the urban development and real estate/ housing domain, without compromising the depth of expertise required.	
61.	8. The qualification	3. Associate Consultant- Architect	We note that as per NeGD Empanelment, the minimum experience requirement is of 4 years for	Associate Consultant- Architect
	resources; Page No23 qualification e consulting firm real estate resign projects Well converse	Experience – 10 years post qualification experience in top consulting firm dealing in Urban/ real estate residential / commercial	Consultant (Category A – Serial No. 5).	Qualification: B. Arch / M. Arch
			Accordingly, we request the Authority to consider modifying the clause as follows:	Experience – 2 years post qualification experience in top
		Well conversant with relevant building bye- laws, approval process	Experience – Minimum 4 years of experience in Urban/ real estate residential / commercial projects	consulting firm dealing in Urban/ real estate residential / commercial projects.
		of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of Govt. of Odisha.	Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of Govt. of Odisha.	Well conversant with relevant building bye- laws, approval process of building plans from BDA /BMC / Local authority, ORERA rules, Housing policy of Govt. of Odisha.
62.	8. The qualification	-	Given the scope of work requires Transaction advisory services for PPP projects, we recognize	RFP condition prevails.
	and		the necessity of a Finance cum PPP Expert for	
	experience of the desired		this project. Accordingly, we propose the inclusion of the same with the following requirements:	

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	resources; Page No23		Qualification: B.E./ B.Tech/ B.Arch / B. Com(H)/ BBA with Post Graduation in Infrastructure Management/ Construction Management/ Finance/ Civil Engineering/ Planning	
			 Experience: At least 7 years of relevant experience in the field of Urban Infrastructure/ Urban Planning/ Housing/ Real Estate, along with experience in government sector. Strong knowledge of PPP frameworks, financial modelling, and viability gap funding mechanisms. Category (As per NeGD Empanelment) – Senior Consultant (SC) – Serial number 6 of category A 	
63.	8. The qualification and experience of the desired resources; Page No23	<u>-</u>	Given the scope of work requires data-driven reporting and analysis, we recognize the necessity of a MIS Expert for this project. Accordingly, we propose the inclusion of the same with the following requirements: Qualification: B.E/B. Tech in Electronics/ Electronics and Communication/ Electronics and Telecommunication/ Computer Science/ IT/ MCA/ MBA Experience: • At least 4 years of relevant experience in housing/ real estate/ urban sector projects. • Experience in data analytics, data management, reporting and visualization.	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			Category (As per NeGD Empanelment) – Consultant (C) – Serial number 5 of category A	
64.	8. The qualification and experience of the desired resources; Page No23	-	Given the scope of work requires data-driven reporting and analysis, we recognize the necessity of an Associate Consultant-Procurement for this project. Accordingly, we propose the inclusion of the same with the following requirements: Qualification: Graduation with MBA	RFP condition prevails.
			Experience:	
			 At least 4 years post qualification experience in real-estate apartment commercial projects. Well conversant with relevant Govt. regulation, Tendering process etc. Category (As per NeGD Empanelment) – Consultant (C) – Serial number 5 of category A 	
65.	3.5. Accounting,	The Consultant (i) shall keep accurate and systematic accounts	We understand that any inspect/audit shall be subject to the following:	Yes
	Inspection and Auditing; Page No51	and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this	 (i) the inspect/audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Client or its authorized representatives shall execute a Non-Disclosure Agreement before such inspect/audit which shall govern the conduct of inspect/audit and any results thereof; (iii) the inspectors/auditors or the representatives of Client for the inspect/audit shall not be bidder's competitors; 	

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.	 (iv) the inspect/audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the inspect/audit, shall be shared with Client and be discussed and agreed mutually with Client and bidder for its closure. Kindly confirm. 	
66.	11. Limitation of the Consultants' Liability towards the "Client"; Page No59	11.1. In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: 11.1.1. for any indirect or consequential loss or damage; and 11.1.2. for any direct loss or damage; 11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR 11.1.2.2. the proceeds, the Consultants may be entitled to	We request the Authority to modify the clause as per below: 11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: 11.1.1. for any indirect or consequential loss or damage; and 11.1.2. for any direct loss or damage; 11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder	RFP condition prevails.

Sr	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		receive from any insurance maintained by the Consultants to cover such a liability, whichever of 11.1.2.1.or11.1.2.2.is higher		
67.	Data Sheet; Page No4	Last date and time for receipt of proposals: Dt. 02.12.2025 till 3.00 P.M	-	Last date & time for receipt of proposals Dt. 17.01.2026 till 3.00 P.M.
68.	Data Sheet; Page No4	Date and time of opening of proposals: Dt. 03.12.2025 till 11.30 A.M.	-	Last date & time for receipt of proposals Dt. 17.01.2026 till 4.00 P.M.
69.	Data Sheet; Page No4	Date and Time of Technical presentation Dt.10.12.2025 at 11.30 A.M.	-	Date and Time of Technical presentation Dt.21.01.2026 at 11.30 A.M.
70.	Data Sheet; Page No4	Date of communication to the selected bidder Dt. 17.12.2025	-	Will be intimated to the selected bidder.