

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
1.	Page 6; 2.1.21	RFQ CUM RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST @18%in favour of “National Industrial Corridor Development Corporation Limited”	We request that the processing fee may please be waived or substantially reduced since Consultants are already in duress due to impacts of COVID19. This would be a small help to Consultants already struggling to maintain cashflows.	The condition of the RfQ cum RfP remains unchanged.
2.	Page 6; 2.1.22	Project Office: Consultant is advised to have their main Project Office in Andhra Pradesh.	Kindly confirm that a project office in Visakhapatnam and/or Tirupati would satisfy this condition. If not, then please confirm which city in Andhra Pradesh.	Corrigendum-I
3.	Page 6; 2.1.22	Project Office: Consultant is advised to have their main Project Office in Andhra Pradesh.	By virtue of having the project office in the state of Andhra Pradesh, it is understood that the Consultant is expected to work closely with APIIC and other agencies in the state. However, since the contract will be signed with NICDC, does the Client expect to have separate meetings with the Consultant to approve deliverables and release payments? Should the Consultant team budget for such meetings with NICDC?	All the necessary estimates shall be done by the consultant while preparing the budget. The meetings shall be called upon as and when required.
4.	Page 7; 2.5	Bid Security	We request that the Bid Security may please be waived or substantially reduced since Consultants are already in duress due to	The condition of the RfQ cum RfP remains

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			impacts of COVID19. This would be a small help to Consultants already struggling to maintain cashflows.	unchanged.
5.	Page 9; 2.6.4; 6	there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment;	<p>NICDC has floated RFPs for other nodes and industrial regions that required same or similar set of services. In case a Consultant is selected to undertake work for any of these nodes or industrial regions, we request that that Consultant or its personnel may not be disqualified from undertaking other nodes or industrial regions. This is since none of these projects require full time deployment of personnel.</p> <p>We further request that 50% of the key team members be allowed to overlap between the two projects, especially those that do not have substantial deployment such as the following:</p> <ul style="list-style-type: none"> • Senior Infrastructure Planner/ Engineer • Architect (proposed to be changed to landscape architect) • Environment Expert • Financial/ market expert • GIS expert • Procurement expert 	The condition of the RfQ cum RfP remains unchanged.

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6.	Page 11; 2.7.3; 1	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all ...	<p>We request that this condition may please be relaxed as there are a number of highly qualified professionals who can be engaged by the Consultant for this project, while also fulfilling RFP requirements. This will also help in enriching the resource pool available for the project which may not be just restricted to personnel currently available with the Consultant. The current situation due to COVID19 has also released many individuals from existing jobs who may be qualified and available.</p> <p>OR Kindly consider the following:</p> <p>“The team leader proposed must be full-time employee of the firm at the time of contract signing...”</p>	
7.	Page 17; 2.9.4; c	Form 3 C, Average Annual Turnover of Applicant. Average annual turnover for 3 Financial Year 2019 -20, 2018 -19, 2017 -18	Please note that audited Financial Statement for 2019-20 cannot be submitted as it is in progress due to Covid situation. You are requested to accept the Provisional Account for Financial Year 2019-20 duly certified by a Chartered Accountant. Please confirm.	Corrigendum-I
8.	Page 16/ 17; 2.9.4; d	Project related to EIA studies and EIA clearance in last 5 years	We request that in line with rest of the projects under eligibility criteria, projects related to EIA studies may also please be allowed from 10	The condition of the RfQ cum RfP remains

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			years ago.	unchanged.
9.	Page 17/ 18; 2.9.5; a	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	We request that EIA studies from 10 years ago may please be considered.	The condition of the RfQ cum RfP remains unchanged.
10.	Page 17/ 18; 2.9.5; a	Points: 25 (Max. of 5 projects to be submitted)	We believe there is a discrepancy here. Since 5 master planning and preliminary engineering design projects are to be submitted, and 1 EIA project is to be submitted, the total number of projects is 6 (six). Would 25 marks be distributed in these 6 projects?	Corrigendum-I
11.	Page 18/ 19; 2.9.9	where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.	We request that technical criteria be given higher importance. Hence, we request that the weights assigned to Technical Proposal and Financial Proposal be revised to 0.90:0.10.	The condition of the RfQ cum RfP remains unchanged.
12.	Page 21; 2.15	Pre-bid meeting	We request that upon issuance of clarifications to these questions, a second virtual pre-bid conference be held to help the Consultant discuss and highlight key concerns.	The condition of the RfQ cum RfP remains unchanged.
13.	Page 22; 2.17	Proposal due date	We request that the proposal due date be determined at least four weeks from that date of issuance of final clarifications by the Client. This will help Consultant consider all changes to the RFP and prepare responsive proposals.	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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14.	Page 24; 2.17.3	Qualification and competence of key staff	We suggest that requirement of 5 years of international experience may please be introduced for Team Leader or Senior Urban/ Master Planner only. The minimum eligibility requirement may please be removed for Senior Infrastructure Planner/ Engineer as the project will follow Indian codes and standards and relevant experience in State of AP and India will be more beneficial for this project.	The condition of the RfQ cum RfP remains unchanged.
15.	Page 25; 2.17.3; 4	Architect	We request that the position may be replaced with that of a Landscape Designer which would help align the team better with requirements of the scope.	The condition of the RfQ cum RfP remains unchanged.
16.	Page 27/ 28; 2.17.4	Evaluation criteria for Key personnel/ staff B3: Overseas/ International experience D1: Full Time permanent staff D2: Years of association	For personnel where criteria of international experience and full-time employment are not important, we request that detailed evaluation criteria for such personnel may please be revised such that marks allocated for those aspects can be considered for other criteria.	The condition of the RfQ cum RfP remains unchanged.
17.	Page 60; 5.2.2	For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered/approved structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	It is Understand that scope of services is Preparation of Preliminary Design Report for Roads and Utilities. Also the Contract shall be developed on DB/EPC basis, wherein Detail design shall be carried by the successful Contractor.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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			Therefore, it is request you to kindly delete the called requirement, as third-party check shall required detail design by the Consultant under the called RFP.	
18.	Page 62; 5.3.1.4; g	The Consultant shall use only zero or positive total float and lags on all activities in the baseline and all other versions of the schedule.	In our experience, zero or positive float cannot be for all activities and throughout the course of the project. That conditions is usually only for baseline schedules and critical activities. We request that this clause may please be deleted.	The condition of the RfQ cum RfP remains unchanged.
19.	Page 62/ 63; 5.5.1.1	The Consultant will review the Perspective Plan/concept master plan/other important documents and identify the context under which the Node is proposed to be developed.	We request that the concept master plan or similar previous studies may please be shared with the Consultants to assess efforts required under this assignment. These documents can be shared with the Consultants under a non-disclosure agreement in case they are not in the public domain.	The report, if any, will be shared with the successful bidder
20.	Page 63; 5.5.2.1	The consultant will be responsible for collecting basic information regarding the site, its surrounding and available infrastructure. The consultant shall procure the data regarding land boundaries, topography, land acquisition including revenue record with facilitation by State Government etc. Also, the procurement of the satellite imagery is the responsibility of the consultant. If additional data is needed, the client will facilitate the consultant in terms of	Procurement of satellite image is a very time-consuming process. We request use of google earth images as part of the design process.	The condition of the RfQ cum RfP remains unchanged.

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		procurement of the data based on specific request by the consultants.		
21.	Page 64; 5.5.2.4	The Consultant will collect information related to Land use, zoning map as per adopted development plan if any, and shall also carry out reconnaissance survey of the site area to gauge an overall idea about the terrain, and build up a detailed list/ inventory of existing roads/ culverts/ structures, if any, in the project area for reference purposes. Geotechnical studies and hydraulic & hydrological data will also be available from previous studies.	An assumption of these assignments is that a concept/ master/ development plan exists for each node. We request that the same please be shared with the Consultants to assess nature of surveys to be carried out. We request that Geotech studies, hydrological data may also please be shared for the Consultants to be able to assess further requirement of surveys.	The condition of the RfQ cum RfP remains unchanged. The report, if any, will be shared with the successful bidder
22.	Page 67; 5.9.1.1	Overall illustrative master plan at a scale of 1:2500 illustrating final delineation of proposed land uses, zoning, vehicular and pedestrian circulation, open space relationships, and development character	We request that the requirement of scale of 1:2,500 may please be removed. Scale of the drawings can be determined at the time of submission of statutory plans.	The condition of the RfQ cum RfP remains unchanged.
23.	Page 68; 5.10	Detailed Scope of Services for Part H: Detailed Zoning and Branding strategy	There seems to be mismatch between the heading “Detailed Zoning and Branding strategy” and description of scope that requires preparation of landscape design guidelines. Kindly clarify.	Corrigendum-I Annexure-C
24.	Page 68; 5.10.1.2	Guidance for development of street and information signage according to branding guidelines and brand identity material established	Is the Consultant expected to develop the branding guidelines and brand identity	The condition of the RfQ cum RfP remains

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		for the development	material? Please clarify.	unchanged.
25.	Page 68/ 69; 5.11	Detailed Scope of Services for Part I: Drawings for Plot control sheets/ plot demarcation drawings and the development of a GIS database for the plan	We would expect that for a project of this scale, plot control sheets are to be developed for a phase I area only. Kindly confirm.	The condition of the RfQ cum RfP remains unchanged.
26.	Page 69; 5.11	Scaled up plot plan showing vertices of the plots with suitable coordinates of each vertex in a latitude-longitude format or Northing Easting format as per client instructions	The accuracy of surveys and satellite imagery has its limits over large areas. While delineating plots on the ground, it is usual that marginal errors are compounded (especially for smaller plots), or ground conditions do not allow some plots to be delineated. We request the Client to please note.	The condition of the RfQ cum RfP remains unchanged.
27.	Page 70; 5.12.1.3	The Consultant shall coordinate design coordination workshops in order to coordinate the design interface between service connections from adjoining areas. Consultant to incorporate requirements such as ...	We expect that the Client and local agencies will help connect with other government stakeholders to ensure availability of information regarding surrounding areas. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
28.	Page 70/ 71; 5.12.1.5	... It is the intent of the Client to carry out detailed design and execution of key infrastructure such as WTP, STP and CETP by separate agencies. The Consultant shall either leave provision for such elements or coordinate with those agencies if appointed during the tenure of this assignment.	Please confirm that internal design of treatment plants is not part of Consultant's scope of work.	The condition of the RfQ cum RfP remains unchanged.

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29.	Page 74; 5.12.4.9; a	Traffic circulation plan, utility relocation plan and Layout of service road connections, acceleration/ deceleration and sheltered lanes	The utility relocation plan can only be prepared on the basis of information made available to the Consultant about existing alignments that may be below ground. Please confirm this understanding.	The condition of the RfQ cum RfP remains unchanged.
30.	Page 74; 5.12.4.9; c	Preliminary design of structures like bridges, underpasses, flyovers, pedestrian underpasses/ crossings, ROBs, indicating the approximate sections and GAD	We understand that preliminary design of bridges etc will be limited to those that are to be constructed in phase I. Space can be left for those planned in the future. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
31.	Page 75; 5.12.5.2	The Consultant shall study the proposed Water Supply system, available/ proposed water resources plan and study future plans.	We request that available/ proposed water resources plan may please be shared with the Consultants to evaluate level of effort required during the project.	The condition of the RfQ cum RfP remains unchanged.
32.	Page 75; 5.12.5.3	The Consultant shall evaluate the quality and quantity of underground and surface water sources at the site, determine adequacy ...	The quality of surface or underground water will be determined based on already available data. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
33.	Page 76; 5.12.6.1	The Consultant shall prepare the storm water management system for the designated area considering that the flood management system shall be in place at a future date. The Consultant shall propose flood mitigation strategies in preliminary design of roads and drainage network in the interim, before the flood management system is in place.	Is the Consultant expected to develop a flood management strategy for site and surroundings or only integrate/ dovetail with existing or proposed strategies? This clause indicates that a flood management system has been proposed/ developed for the area. We request that proposed flood management system may please be shared with the Consultants to assess the level of efforts	The condition of the RfQ cum RfP remains unchanged.

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			<p>required during the project.</p> <p>We also request that CRZ mapping if any, may please be provided to the Consultants to assess existing conditions and level of effort required during the assignment.</p>	
34.	Page 79; 5.12.8.2	The Consultant shall study the existing planning for EHT and HT transmission network of State Transmission for the entire area and thereafter coordinate the plan for the Sub-station location. The proposed equipment and preliminary design for distribution sub-station should be prepared with reference to the load flow analysis taken up by State Transmission prior to finalisation.	Please confirm that internal layout of sub-stations is not part of Consultant's scope. Typically, the state agency prepares the layout based on norms and standards.	The condition of the RfQ cum RfP remains unchanged.
35.	Page 80; 5.12.10.3	The ICT network shall be designed such that includes components serving requirements of roads and all infrastructure such as but not limited to intelligent transportation systems, smart metering system, SCADA, BRT, traffic signaling etc, coordinated with overall ICT master plan	Kindly clarify is Preparation of ICT Master Plan scope under the called RFP/Contract.	The condition of the RfQ cum RfP remains unchanged.
36.	Page 83; 5.13.4	Scope of work for Environmental Impact Assessment for the project	We request the Client to please specify the current status of environmental approvals from state agencies and/ or MoEF such that works during the assignment can be clearly assessed.	The condition of the RfQ cum RfP remains unchanged.
37.	Page 84/ 85;	a) Site selection for the proposed Kopparthy	Site selection and time taken by agencies to	The condition of the RfQ

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	5.13.7; a and b	Industrial Corridor as per the guidelines of CPCB's Zoning Atlas for siting of Industries / MoF&CC's "Technical EIA Guidance Manual for Industrial Estate". b) Preparation of Zoning Atlas of proposed Kopparthy Industrial Corridor as per CPCB's / MoEF&CC's guidelines for sitting of Industries as per EIA Notification, 2006 and subsequent amendments / CPCB's list of Industries and demarcation of the location / area of such industries on the project layout, Survey of India Toposheet on 1:50, 000 scale.	approve the selection has not been incorporated in the project timelines and payment schedule. Kindly clarify.	cum RfP remains unchanged.
38.	Page 87; 5.14.1; 8	Marketing/ Branding strategies	It is unclear what this deliverable includes since scope is not defined for the same. Please clarify.	Corrigendum-I
39.	Page 87; 5.14.1; 12	Notification of the final master plan	This deliverable is out of the Consultant's control and entirely dependent on the state agencies' timely actions. We request that this deliverable may please be removed for the Consultant's purview. The Consultant will continue to provide technical assistance for such notification to take place.	The condition of the RfQ cum RfP remains unchanged.
40.	Page 87; 5.14.1; 15	Issuance of Final EIA clearance by MoEF&CC	This deliverable is out of the Consultant's control and entirely dependent on the government agencies' timely actions. We request that this deliverable may please be	The condition of the RfQ cum RfP remains unchanged.

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			removed for the Consultant's purview. The Consultant will continue to provide technical assistance for such notification to take place.	
41.	Page 101; 6.8.2	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	The delay in payment as envisaged in this clause can be a potential delay in project. It is recommended that there should be a deemed approval provision in event of lapse of a definite time period for balance 40% payment and it should also be released post such period to avoid further delay on project progress.	The condition of the RfQ cum RfP remains unchanged.
42.	Page 102; 6.11	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	We request reduction of LD @0.5% of contract fee for each of delay which is attributable to the Consultant. We also request that total LD may please be reduced to 5% of total contract fee since this is consulting project.	The condition of the RfQ cum RfP remains unchanged.
43.	Page 106; 6.5.8; c	Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and	It is suggested that the tenure of Professional Liability Insurance (PLI) should not exceed duration of the agreement or a period of 2	The condition of the RfQ cum RfP remains

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		omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date ...	years after expiry or termination whichever is earlier.	unchanged.
44.	Annexure C	Map information	Kindly help provide a clearer copy of the site map. The current map is such low resolution that none of the areas and features are readable. We further request that additional queries may please be allowed after the revised map is issued.	The condition of the RfQ cum RfP remains unchanged.
45.	General Query		Please allow the consultancy firm to use the credential of its wholly own subsidiary company (it is like a Division of the main consultancy firm).	consultancy firm may use the credential of its wholly own subsidiary company with adequate supporting documents.
46.	Payment to the consultant		Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project	The condition of the RfQ cum RfP remains unchanged.

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47.	Clause 2.9.4 Minimum Qualification Criteria (a) Page - 16	Experience in preparation of DPR (Detailed Project Report) / Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	Kindly modify the clause as: Experience in preparation of DPR (Detailed Project Report) /Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects with capital costs more than Rs. 300 Crore each for which Client Certification is provided. Experience of last ten years will only be considered.	The condition of the RfQ cum RfP remains unchanged.
48.	Clause 2.9.4 Minimum Qualification Criteria (b) Page - 16	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	Kindly modify the clause as: Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	The condition of the RfQ cum RfP remains unchanged.

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49.	Clause 2.9.4 Minimum Qualification Criteria (c) Page - 17	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Kindly modify the clause as: Experience in preparation of Detailed Master Planning/ Project Management Consultancy (PMC) of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Corrigendum-I
50.	Clause 2.9.4 Minimum Qualification Criteria (e) Page - 17	Average annual turnover for last 3 financial years: Rs. 100 Crore	Kindly modify the clause as: Average annual turnover for last 3 financial years: Rs. 50 Crore.	The condition of the RfQ cum RfP remains unchanged.
51.	Clause 2.9.5 Technical Evaluation Criteria (a) Page - 17	Specific experience of the consultants related to the Assignment The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in	Kindly modify the clause as: Specific experience of the consultants related to the Assignment The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering / Project Management Consultancy (PMC) for various	The condition of the RfQ cum RfP remains unchanged.

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		<p>the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p> <p>1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.</p>	<p>trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity</p>	

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		<p>For Eligible Projects, ongoing projects completed to 80 percent can be considered. Points 25 (Max. of 5 projects to be submitted)</p>	<p>and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering Project Management Consultancy (PMC) / for industrial estates/townships/ Smart City Projects/ special economic zones /special investment zones/ area development plans.</p> <p>1 Project seperately realated to EIA studies and EIA clearance in last 5 years also to be submitted.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p>	
52.	Form 3C: Format for Pre-qualification Proposal:	<p>Note: 1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by all the members combined</p>	<p>Form 3C Format for Pre-qualification Proposal</p> <p>Note: 1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the lead member-all the members combined.</p>	Corrigendum-I

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REPLY TO PRE-BID QUERIES

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53.	Clause 6.6.2.1 Page - 100	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p>	<p>Kindly modify the clause as:</p> <p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> <p><i>It will be very difficult to get equally or better qualified personnel with reduced remuneration, so kindly allow for the</i></p>	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			substitution on same rates.	
54.	Clause 6.11 LIQUIDATED DAMAGES Page - 102	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	Kindly modify the clause as: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	The condition of the RfQ cum RfP remains unchanged.
55.	Clause 2.17 Tentative schedule for selection process Page 22	Proposal Due Date : 12.08.2020	We request to extend the Bid submission date and allow at least 21 working days from the date of Clarification/Corrigendum published by the Client.	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
56.	Page 63 Section- 5.5.2.1	Surveys and investigations- Also, the procurement of the satellite imagery is the responsibility of the consultant.	Since the Final Base map is required in 3 months, it is requested that VCIC kindly procure the required satellite imagery, as procurement requires long time and depends upon the availability.	The condition of the RfQ cum RfP remains unchanged.
57.	Pg No. 87 Section- 5.14	Deliverables and timeframe Base Map - D+3 Months	Kindly increase the time limit for basemap preparation, as it requires procurement of satellite imagery, Conducting DGPS survey and other surveys.	The condition of the RfQ cum RfP remains unchanged.
58.	Page 115	Annexure C	It is requested to provide a clearer and more readable map of the area.	The condition of the RfQ cum RfP remains unchanged.
59.	Page 115	Annexure C	Are all the land parcels marked in the map acquired or notified for acquisition? The map is not very clear kindly provide in more readable format.	Corrigendum-I
60.	Cover page	National Competitive Bidding (NCB)	Considering that preference is being given to Experts with International experience in the team, request you to make the RFP - International bidding compliant	The condition of the RfQ cum RfP remains unchanged.
61.	Page 25	2.17.3 Qualification and competence of key staff The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 14 key personnel, as detailed further:	The staff requirement is only given in RFP for 13 key Experts. Request you to provide for the 14th one also.	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
62.	Page 26	Senior Urban Planner / Senior Master Planner : At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	Considering this is National Competitive bid, requirement of International experience be reduced to minimum 1 year.	The condition of the RfQ cum RfP remains unchanged.
63.	Page 26	Transport Planner: Should have a master's degree in transportation planning having an experience of short- and long-range transportation planning, traffic impact assessments, transportation demand modelling and transportation surveys.	Request you to consider M.Tech. in Transportation Engineering as alternative to Transport Planning	The condition of the RfQ cum RfP remains unchanged.
64.	Page 17	2.9.4 Minimum Qualification Criteria: Average annual turnover for last 3 financial years -Rs 100 Cr	In case of a JV, would the Annual turnover criteria of Rs 100 crore be considered jointly for all Consortium members or only the lead company or any of either company. Please confirm.	Please refer Form-3C
65.	Page 115	Annexure C & EIA scope	As site location and related maps are not clear, please confirm if Forest clearance will be required as part of the Environmental clearances.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
66.	Page No. 6, Clause No. 2.2.21 Page No. 7, Clause No. 2.5	RFQ CUM RFP Processing Fee And Security Deposit	As per MSME Act, if a Company is registered under MSME, while making application for Government Tender, bidder is exempted from Tender Fee, EMD & Security Deposit. 1. In line with the above, kindly grant an exemption / relax the criteria for payment of EMD for those bidders who have MSME Registration Certificate. 2. Also please clarify, if any member of a consortium/ JV is MSE 3. egistered firm then will the tenderer is eligible to get the Exemption for the payment of Tender Cost and EMD	Corrigendum-I
67.	Page No. 16, Clause No. 2.9.4 Minimum Qualification Citeria, Sr. No. 2 Financial credentials	Average annual turnover for last 3 financial years - 100 crores	Request to please modify the criteria as follows: Average annual turnover for last 3 financial years -50 crores	The condition of the RfQ cum RfP remains unchanged.
68.	Pg. 16, Cl. 2.9.4 Minimum Qualification Criteria	(a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on	For more competitive bidding from qualified bidders, it is requested to kindly relax the criteria as follows - (a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		<p>which the construction work has started. Experience of last ten years will only be considered.</p> <p>(b) Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years</p> <p>(c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.</p>	<p>(PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 50 Crore each on which the construction work has started. Experience of last ten years will only be considered.</p> <p>(b) Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) for Government / Semi Government Agency or private entity during last 10 years</p> <p><u>We request to not consider capital cost as it is less for Local roads/ Utilities</u></p>	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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			<p>(c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.</p> <p><u>We request to consider Indian assignments only.</u></p>	
69.	Clause No. 2.1.21 Page No. 6	Tender Fees - Rs. 100000 + GST Bid Security - Rs. 1000000 +	<p>We request you to consider that if lead bidder/ consortium partner is registered as MSME, then tender fees and Bid Security will be considered as under:</p> <p>Tender Fees - Rs. 10000 + GST Bid Security - Rs. 500000</p>	Corrigendum-I
70.	Clause No. 2.6 Page No. 8, Eligibility of Applicant	Eligibility of Applicant	<p>As per our understanding from RFP, all technical and financial criteria should be jointly fulfilled.</p> <p>Also we can bid with international partner and Lead Member should be incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.</p> <p>Kindly confirm.</p>	As per the condition of the RfQ cum RfP.
71.	Tender Notice Page No 2	Consultants to be appointed on the basis of "National Competitive Bidding (NCB)"	It is our understanding that Lead member shall be a company incorporated in India and parent company or sister concern of the same group/	Your understanding is correct.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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			parent company, incorporated outside India can be a consortium member. Please confirm.	
72.	Section 2: Instructions to Consultants 2.1.22; Page No 6	Project Office: Consultant is advised to have their main Project Office in Andhra Pradesh.	We understand that the key staff will be available for all meetings in Delhi and Andhra Pradesh. Thus, requesting the client to consider removing this clause.	The condition of the RfQ cum RfP remains unchanged.
73.	Section 2: Instructions to Consultants 2.7.3 (1); Page No 11	<ol style="list-style-type: none"> 1. The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. 2. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project. 	As the TOR requires multi-dimensional skill-set to undertake the proposed assignment, we request Client to allow firms to propose competent Freelancer / Independent Consultant for the Team Leader & other Key Positions. The proposed key expert would submit project specific consent to work on the Project, along with an undertaking for his / her availability throughout the project period. Please consider and confirm.	The condition of the RfQ cum RfP remains unchanged.
74.	Section 2: Instructions to Consultants 2.7.3 (12); Page	If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall	In light of National Competitive Bidding; it is requested to relax the above clause requiring key personnel from group/ parent company/	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	No 11	be fielded.	sister concern of parent company to be fielded.	
75.	Section 2: Instructions to Consultants 2.7.11 (7); Page No 13	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client	Request that CA Certificate be accepted as a valid proof of payment. Requesting the client to consider the experience of 80% complete assignment to be evaluated for 100% marks.	The condition of the RfQ cum RfP remains unchanged.
76.	Section 2: Instructions to Consultants & Section 4. Financial Proposal – Standard Forms & Standard Form of Contract;	The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.	We believe that all local taxes varying from state to state are deemed to be included in the Financial proposal, please confirm. Requesting the client to please clarify if all taxes imposed by the Government of India from time to time such as Krishi Kayan Cess, Swacch Bharat Cess will are to be reimbursed as per actuals at the time of billing and its associated costs are to be excluded from the Financial proposal.	The Consultant shall be paid only GST over and above the cost of Financial Proposal as stated in the RfP cum RfQ

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query												
	Section III: Special Conditions of Contract 2.7.12 (2); Page No 13 & 2.9.9; Page No 18 & Form 4B: Summary of Costs; Page No 58 & Special Conditions of Contract; 6.1.7: Taxes and	& The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. & <table border="1" data-bbox="461 1038 1084 1270"> <thead> <tr> <th data-bbox="461 1038 669 1115">Item</th> <th data-bbox="669 1038 875 1115">Amount in words</th> <th data-bbox="875 1038 1084 1115">Amount in figures Cost (INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="461 1115 669 1173">Costs of Financial Proposal (including all other taxes)</td> <td data-bbox="669 1115 875 1173"></td> <td data-bbox="875 1115 1084 1173"></td> </tr> <tr> <td data-bbox="461 1173 669 1230">GST</td> <td data-bbox="669 1173 875 1230"></td> <td data-bbox="875 1173 1084 1230"></td> </tr> <tr> <td data-bbox="461 1230 669 1270">Total cost of Financial Proposal (including GST)</td> <td data-bbox="669 1230 875 1270"></td> <td data-bbox="875 1230 1084 1270"></td> </tr> </tbody> </table> &	Item	Amount in words	Amount in figures Cost (INR)	Costs of Financial Proposal (including all other taxes)			GST			Total cost of Financial Proposal (including GST)				
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REPLY TO PRE-BID QUERIES

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	Duties; Page No 105	For domestic consultants/ personnel and foreign consultants/personnel who are permanent residents in India. The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by NICDC only GST over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.		
77.	Section 2: Instructions to Consultants 2.9.4 (a): Minimum Qualification Criteria; Page No 16	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each <u>on which the construction work has started.</u> Experience of last ten years will only be considered.	We understand that in absence of completion certificate documentary evidence like CA certified revenue details form the specific project along with agreement / work order can be submitted as a proof of completion of DPR/ PDR. please confirm. We also understand that area parameter and capital costs of projects would be substantiated through area breakup and costs as available	The proof provided should be from reliable source and adequate. The relevant supporting documents available at your end/on public domain/secondary reliable data may be considered for proof of construction.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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			<p>with final DPR/ PDR submitted to clients, please confirm.</p> <p>It is difficult to prove 'start of construction work' through client certificate since such DPR/PDR takes lots of time and approval to implement on ground and sometimes the project is kept on hold due to change in Govt. setup. We therefore request you to consider any document available in public domain such as newspaper clipping, website, press briefing etc. to suffice in case certificate from Client is not possible to be obtained.</p>	
78.	Section 2: Instructions to Consultants 2.9.4 (b): Minimum Qualification Criteria; Page No 16	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	<p>Please clarify if the term 'utility services' can be separately read as water supply/ sewage disposal/ drainage network/ power supply including Transmission and Distribution network/ including treatment plants or together with all the infrastructure components for an individual project.</p> <p>We understand that max. 3 nos. of assignment</p>	Please refer the condition of the RfQ cum RfP.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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			would be considered in each category to justify min qualification with technical scoring allocated for max. 5 nos. of eligible projects, please confirm.	
79.	Section 2: Instructions to Consultants 2.9.4 (c): Minimum Qualification Criteria; Page No 16	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Requesting the client to consider relaxing area related parameter while considering experience in Area development or Smart City Projects since very few assignments of 5 sq.km. may have implemented under current Smart City Mission Projects in India.	The condition of the RfQ cum RfP remains unchanged.
80.	Section 2: Instructions to Consultants 2.9.4: Minimum Qualification Criteria; Page No 17	Projects 'a' 'b' and 'c' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects where construction works have commenced can be considered. For 'a', 'b', and 'c', a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible. & For Eligible Projects, ongoing projects completed	We understand that ongoing eligible projects of PDMC (Project Development and Management Consultant) contact may be considered for full weightage for scoring eligible project since substantially completed PDMC scope covers preparation/ revision of Master Plan/ DPR/PDR, Detailed Design including Project Management services under a single contract	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		to 80 percent can be considered.		
81.	Section 2: Instructions to Consultants 2.9.4: Minimum Qualification Criteria; Page No 17 & Form 3B; Page No. 33	Projects 'a' 'b' and 'c' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects where construction works have commenced can be considered. For 'a', 'b', and 'c', a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible. & For Eligible Projects, ongoing projects completed to 80 percent can be considered.	Requesting the client to confirm if ongoing projects with 80% completion as mentioned in Clause No 2.7.11 are admissible as eligible assignments.	Corrigendum-I
82.	Section 2: Instructions to Consultants 2.9.5: Technical Evaluation Criteria; Page No 17	Specific experience of the consultants related to the Assignment The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:	We request the client to re-consider project experience undertaken for any infrastructure component from your given lists of infrastructure component: • Roads • Water supply • Sewerage	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		<ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	<ul style="list-style-type: none"> • Drainage • Integrated solid waste management • Power/Energy • ICT Infrastructure <p>Since currently various state govt. / central schemes like AMRUT are under implementation for city wide trunk infrastructure for water supply / sewerage/ drainage or under SBM for ISWM, etc</p>	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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83.	Section 2: Instructions to Consultants 2.9.5: Technical Evaluation Criteria; Page No 17	<table border="1"> <thead> <tr> <th data-bbox="459 357 544 384">Clause</th> <th data-bbox="544 357 965 384">Evaluation Criteria</th> <th data-bbox="965 357 1081 384">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 384 544 975">(a)</td> <td data-bbox="544 384 965 975"> <p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p> </td> <td data-bbox="965 384 1081 975"> <p align="center">25 (Max. of 5 projects to be submitted)</p> </td> </tr> </tbody> </table>	Clause	Evaluation Criteria	Points	(a)	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	<p align="center">25 (Max. of 5 projects to be submitted)</p>	<p>In international assignments it is often seen that master planning and engineering are often separate and awarded to separate consultants.</p> <p>In this regard, it is requested that in the event of a JV, if one party brings relevant master planning experience and the other party brings in the relevant engineering experience in separate projects the same may also be considered as the JV will utilize the collective expertise of both parties. To illustrate, if both parties bring 5 assignments of master planning and engineering each then the same shall be considered as fulfilling the above criteria collectively. Please confirm.</p>	The condition of the RfQ cum RfP remains unchanged.
Clause	Evaluation Criteria	Points								
(a)	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	<p align="center">25 (Max. of 5 projects to be submitted)</p>								
84.	Section 2: Instructions to Consultants 2.17.2; Page No 24 & Form 3K: Team	Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	<p>Requesting the client to allow repetition of Key Experts in case their inputs are completed in other ongoing assignments</p> <p>It is requested that International staff proposed in earlier bids maybe exempted from the above clause. It also requested that key staff such as</p>	The condition of the RfQ cum RfP remains unchanged.						

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Composition and Task Assignments; Page No 51		Urban Designer, Sr. Urban Planner and Landscape Architect maybe exempted especially since their inputs are limited to master planning stage. It is requested to please consider the same.	
85.	Section 2: Instructions to Consultants 2.17.3: Team Leader; Page No 24	The Team leader may be from any member of the consortium. He/ She should be a permanent employee of the firm.	In order to provide the most suitable expert for this assignment; we request the client to please allow Independent/ Freelance Team Leader with a dedicated work contract for the project duration.	The condition of the RfQ cum RfP remains unchanged.
86.	Section 2: Instructions to Consultants 2.17.3: Senior Urban Planner / Senior Master Planner; Page No 25	At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	In light of the National Competitive Bidding; it is requested to relax the above clause requiring international experience	The condition of the RfQ cum RfP remains unchanged.
87.	Section 2: Instructions to Consultants	At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors,	In light of the National Competitive Bidding; it is requested to relax the above clause requiring	The condition of the RfQ cum RfP remains

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	2.17.3: Senior Infrastructure Planner/ Engineer; Page No 25	townships, or campus developments.	international experience	unchanged.
88.	Section 3: Technical Proposal - Standard Forms Form 3B: Format for Pre-qualification Proposal (Eligible Projects); Page No 33 & Form 3I: Applicant's Experience; Page No 49	Note: For the purpose of evaluation of Applicants INR 50.0 (INR Fifty only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (sixty) days prior to the proposal due date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.	Requesting the client to consider project values as per prevailing currency rates/ INR 70 per USD.	Corrigendum-I
89.	Section 3: Technical	Average Annual turnover of Applicant	We understand that Provisional Average Annual Turnover for Financial Year 2019-20	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Proposal – Standard Forms Form 3C: Format for Pre-qualification Proposal; Page No 34		will be considered. Please confirm.	
90.	Section 3: Technical Proposal – Standard Forms Form 3I: Applicant’s Experience; Page No 49	<ul style="list-style-type: none"> • Projects without the proof of experience from client will not be considered for evaluation. • The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. • For Eligible Projects, ongoing projects completed to 80 percent can be considered. 	<p>As per consulting practices, the client usually does not issue certificates for progressive/ partial completion of ongoing project.</p> <p>Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.</p>	Relevant/adequate proof may be provided as per the condition of the RfQ cum RfP
91.	Section 3: Technical Proposal – Standard Forms Form 3 L: Curriculum	Training & Publications [Indicate significant training since education degrees (under 5) were obtained]	Requesting the client to please confirm if the number of publications is also to be limited to a ceiling of 5 relevant publications.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	Vitae (CV) for Proposed Professional Staff; Page No 52																																																																																																																											
92.	Section 4. Financial Proposal - Standard Forms Form 4C; Page No 58	<table border="1"> <thead> <tr> <th data-bbox="461 592 640 616">Name</th> <th data-bbox="640 592 719 616">Position</th> <th data-bbox="719 592 846 616">Staff-month Rate</th> <th data-bbox="846 592 943 616">Input (Staff-months)</th> <th data-bbox="943 592 1081 616">Amount (in Indian Rupees)</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="461 616 1081 639">Key Staff</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="4" data-bbox="461 775 943 799">Support Staff</td> <td> </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="4" data-bbox="461 959 943 983">Total Costs</td> <td> </td> </tr> </tbody> </table>	Name	Position	Staff-month Rate	Input (Staff-months)	Amount (in Indian Rupees)	Key Staff																																																																	Support Staff																																													Total Costs					Requesting the client to confirm if the breakdown of remuneration of Key and Support Staff is exclusive of GST and other central taxes; and inclusive of all local taxes and income tax.	Refer the condition of the RfQ cum RfP
Name	Position	Staff-month Rate	Input (Staff-months)	Amount (in Indian Rupees)																																																																																																																								
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93.	Section 5: Terms of Reference 5.5.2.3; Page No 64	The Consultant shall assess all the prior site surveys at an early stage. The consultant shall validate the project boundary and demarcation of the site. The Consultant is encouraged to make themselves aware of the prior reports and studies even while submitting the proposal. The Consultant shall conduct a Material survey for materials which are traditionally/ conventionally used to identify the material sources, and sample	We understand that the boundary will be verified using DGPS/ suitable method for an already demarcated boundary. Demarcation of the boundary on the site is a separate detailed survey/ boundary marker fixing exercise that will entail a separate cost. We request clarity from Client on this.	The condition of the RfQ cum RfP remains unchanged.																																																																																																																								

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		tests of material properties, approximate lead for transport		
94.	Section 5: Terms of Reference 5.5.2.5; Page No 64	The Consultant shall carry out a detailed physical site survey to map all relevant physical features along with a topographic survey and/or any other survey like DGPS / Drone surveys required for the site area and prepare contour maps and labels as required for the project.	Requesting the client to please clarify on the type of Topographic survey method - whether any of total station survey/ Drone survey/ LIDAR are accepted. We request that this be specified as conducting a physical total station based topographic survey will <u>involve more time and costs.</u>	The condition of the RfQ cum RfP remains unchanged.
95.	Section 5: Terms of Reference 5.12.11.5; Page No 81	The Consultant shall prepare BOQ of various components with a break up of cost for each component separately. The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre- construction expenses etc. Cost estimates should be prepared based on item rate analysis and on prevalent market rates in the region. Consultant should perform rate analysis for all the items in all works.	We believe that preliminary cost estimates are required for all project infrastructure since detailed engineering design is not in the scope of works of the consultant. Please clarify.	The condition of the RfQ cum RfP remains unchanged.
96.	Section 5: Terms of Reference 5.13.7 (k); Page No 85	Preparation of NOCs application (Forest / Wildlife etc) as stipulated by MoEF&CC in ToR / EC letter and submission of the same to the client.	We believe that all statutory fee required for the procurement of EIA/ SIA clearances to the ministry or any other concerned agency; as required shall be directly borne by the client.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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			Please confirm.	
97.	Section 5: Terms of Reference 5.13.7 (n); Page No 86	Preparation of the draft EIA as per ToR requirements for submission to State Pollution Control Board by client for conducting public hearing. Preparation of Public Hearing and giving presentation for Public Hearing / Public Consultation and providing all necessary assistance for the same as per requirements and also for the compliances to the points identified during Public Hearing and Public Consultation.	We believe that all statutory fee required for pollution control from the Central Pollution Control Board/ State Pollution Control Board or any other concerned agency; as required shall be directly borne by the client. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
98.	Section 5: Terms of Reference 5.13.7 (r); Page No 86	In case the projects attract provisions of the Forest (Conservation) Act, 1980 & Wildlife (Protection) Act, 1972 the consultants are responsible for preparation and filing of Forest Diversion Proposal and Wildlife Clearance proposal application in online mode as well as in offline mode (hard copy). The consultants are responsible for giving presentation at various stages/to various authorities for Forest Clearance & Wildlife Clearance.	We believe that all statutory fee required for Forest Diversion Proposal/ Wildlife Clearance from Forest/ Wildlife Department or any other concerned agency; as required shall be directly borne by the client. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
99.	Section 5: Terms of Reference 5.14; Page No 87	Deliverables and Timeframe	Based on experience from similar assignments it is felt that the time period given for completion of base map (i.e. 3 months) is	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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100.	Standard Form of Contract; Section II: General Conditions of Contract 6.3.2: Commencement of Services;; Page No 96	The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.	Requesting the client to allow at least 30 days for the commencement of services.	The condition of the RfQ cum RfP remains unchanged.																																																															
101.	Standard Form	6.3.5 Force Majeure	As per accepted best practices for contract, our	The condition of the RfQ																																																															

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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	of Contract; Section II: General Conditions of Contract 6.3.2: Force Majeure; Page No 96	<p>6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p> <p>6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:</p> <p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated</p>	<p>recommend definition for "Force Majeure" would be considered the following,</p> <p>"Neither party to this Contact shall be liable for any failure or delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p>	<p>cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		cessation of such event of Force Majeure; and <i>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</i>	Our suggestion for modification would be considered and modified during execution of the contract, please confirm.	
102.	Standard Form of Contract; Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 100	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.	It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.	The condition of the RfQ cum RfP remains unchanged.
103.	Standard Form of Contract;	The client will release 60% payment due against a particular milestone if the comments/approval	We request that this breakup be made 80:20. This is particularly requested as it impacts	The condition of the RfQ cum RfP remains

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	Section II: General Conditions of Contract 6.8.2.; Payment to the Consultants; Page No 101	from the respective State Government is not received within 45 days from the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	staffing and budgeting if the State Government Approvals do not come in time for the next deliverable	unchanged.
104.	Standard Form of Contract; Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 102	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	As per standard consulting practices, liquidation damages are limited to 0.5% per week subject to a maximum of 10% of the agreement value. Requesting the client to please consider.	The condition of the RfQ cum RfP remains unchanged.
105.	Standard Form of Contract; Section II: General	Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or	As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	Conditions of Contract 6.13.2; Page No 103	expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing	Please confirm.	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.		
106.	Standard Form of Contract; Section III: Special Conditions of Contract 6.5.7; Page No 105	Limitation of the Consultants' Liability towards the Client	<p>Requesting the client to please add the following clause:</p> <p><i>“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”.</i></p>	The condition of the RfQ cum RfP remains unchanged.
107.	Standard Form of Contract; Section III: Special Conditions of Contract 6.8.1: Payment Terms; Page No 107	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:	<ol style="list-style-type: none"> 1. Base Mapping is a critical exercise which apart from survey mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary. This is a time taking process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value. 2. From our experience of statutory processes on similar projects, Deliverable Nos. 11 (Statutory Development Plan) and 12 	The condition of the RfQ cum RfP remains unchanged.

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		<table border="1" data-bbox="459 352 1081 949"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Fee Payable (%)</th> </tr> </thead> <tbody> <tr><td>1</td><td>Inception report and Quality Assurance Plan</td><td>5</td></tr> <tr><td>2</td><td>Market demand analysis</td><td>5</td></tr> <tr><td>3</td><td>Final Base map</td><td>5</td></tr> <tr><td>4</td><td>Land suitability analysis, land zoning plan and technical assessment report including identification of external infrastructure requirements</td><td>10</td></tr> <tr><td>5</td><td>Preliminary master plan report</td><td>5</td></tr> <tr><td>6</td><td>Submission of Terms of References (ToR) application to MoEF&CC</td><td>2.5</td></tr> <tr><td>7</td><td>Final Master plan report including landscape plans, cost estimates and preliminary financial model</td><td>10</td></tr> <tr><td>8</td><td>Marketing/Branding strategies</td><td>5</td></tr> <tr><td>9</td><td>Final plot control sheets with geo referenced layout plan</td><td>5</td></tr> <tr><td>10</td><td>Acceptance of draft EIA report by State Pollution Control Board for conducting Public Hearing.</td><td>2.5</td></tr> <tr><td>11</td><td>Preparation and submission of final master plan and necessary documents for obtaining Statutory approvals from the competent authority</td><td>5</td></tr> <tr><td>12</td><td>Notification of the final master plan</td><td>10</td></tr> <tr><td>13</td><td>Design basis report</td><td>5</td></tr> <tr><td>14</td><td>Draft preliminary design report including detailed economic analysis with 3D model and BIM model</td><td>5</td></tr> <tr><td>15</td><td>Issuance of Final EIA clearance by MoEF&CC</td><td>5</td></tr> <tr><td>16</td><td>Final preliminary design report and tender packages, EPC documents</td><td>5</td></tr> <tr><td>17</td><td>Selection of EPC/DB contractor(s)</td><td>5</td></tr> <tr><td>18</td><td>Approval of GFC's</td><td>2.5</td></tr> <tr><td>19</td><td>Handholding and assistance to client</td><td>2.5</td></tr> </tbody> </table> <p data-bbox="459 930 672 949">D*-Start date of assignment</p> <ol data-bbox="459 1054 1120 1369" style="list-style-type: none"> Milestone No. 3: Final Base map Milestone No. 11 &12: Preparation and submission of final master plan and necessary documents for obtaining Statutory approvals from the competent authority; and Notification of the final master plan Milestone No. 14: Draft preliminary design report including detailed economic analysis 	S. No	Milestone	Fee Payable (%)	1	Inception report and Quality Assurance Plan	5	2	Market demand analysis	5	3	Final Base map	5	4	Land suitability analysis, land zoning plan and technical assessment report including identification of external infrastructure requirements	10	5	Preliminary master plan report	5	6	Submission of Terms of References (ToR) application to MoEF&CC	2.5	7	Final Master plan report including landscape plans, cost estimates and preliminary financial model	10	8	Marketing/Branding strategies	5	9	Final plot control sheets with geo referenced layout plan	5	10	Acceptance of draft EIA report by State Pollution Control Board for conducting Public Hearing.	2.5	11	Preparation and submission of final master plan and necessary documents for obtaining Statutory approvals from the competent authority	5	12	Notification of the final master plan	10	13	Design basis report	5	14	Draft preliminary design report including detailed economic analysis with 3D model and BIM model	5	15	Issuance of Final EIA clearance by MoEF&CC	5	16	Final preliminary design report and tender packages, EPC documents	5	17	Selection of EPC/DB contractor(s)	5	18	Approval of GFC's	2.5	19	Handholding and assistance to client	2.5	<p data-bbox="1193 352 1769 630">(Notification of Final Master Plan) being state subject, sometimes Notification of the master plan does not happen even after all the other Deliverables of the assignment are completed. We request exclusion of these two deliverables and the payment terms be modified accordingly.</p> <ol data-bbox="1144 639 1769 949" style="list-style-type: none"> Preparation of Draft preliminary design report is a key deliverable in the assignment covering engineering designs, cost estimates, financial analysis and as such requires substantial resources and time. It is requested that payment against this milestone be revised to 10 percent of the total fee value. 	
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Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		with 3D model and BIM model		
108.	Standard Form of Contract; Section III: General Conditions of Contract 6.9; Page No 107	If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.	As per accepted best practices for contract, the Arbitrator should be appointed by the Court as per Arbitration and Conciliation Act, 1996. Our suggestion for modification would be considered and modified during execution of the contract, please confirm.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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109.	General Query		Considering the Covid 19 pandemic; we request the client to allow a bid extension of 21 days from date of issuance of clarifications.	Corrigendum-I
110.	Clause 2.1.22, Page 6 Project Office	Project Office: Consultant is advised to have their main Project Office at Andhra Pradesh.	It would be more advisable to keep the project offices at the city near the site or in the city where State Nodal Agency is located for better coordination. Please confirm.	Corrigendum-I
111.	Clause 2.7.11-7, Page 13 Scoring for eligible projects	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation, but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.	For large scale projects, 80% work is completed for prioritized phase which can be considered as technically complete project with Complete Master Plan of overall area. The invoice of Phasing may not be part of main contract. Request you to consider 100% scoring for all such projects.	The condition of the RfQ cum RfP remains unchanged.
112.	Clause 2.9.4-a, Page 16 Project Experience	Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last	Master Planning & engineering are Separate efforts which subsequently leads the project to enter in construction phase. However, initiation of construction is linked with various subsequent parameters beyond the control of master plan & engineering consultants. Request you to consider removing the phrase "on which the	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		ten years will only be considered.	construction work has started” for project experience. Please confirm.	
113.	Clause 2.9.4-c, Page 16/17 Project Experience	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project. Minimum 1 project should also have the scope related to EIA studies and EIA clearance.	For other master planning & engineering projects, EIA and construction work are not always within the scope of the same consultant. Request you to revise the as follows: Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project. Minimum 1 project should also have the scope related to EIA studies and/or EIA clearance.	The condition of the RfQ cum RfP remains unchanged.
114.	Clause 6.3.5.1, Page 19 Definition of Force Majeure under General Conditions of Contract	The GCC provide the definition but it does not cover for epidemics and pandemics. Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood	We request that the definition of force majeure to include epidemic and pandemics as well. The same is requested to be modified as follows: “Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Koppaerthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		or other adverse weather conditions.	the circumstances, and includes, but not limited to war, riots, civil disorder, epidemics or pandemics, earthquake, fire, explosion, storm, flood or other adverse weather conditions."	
115.	Form 3I, Page 50 Proof of completion of project	Projects without the proof of experience from client will not be considered for evaluation.	In the event that proof of experience from client cannot be made available due to lack of time, please allow LOA and self-declaration to claim as proof of experience.	The condition of the RfQ cum RfP remains unchanged.
116.	Section 5 - Terms of Reference, Page 59 Site Area	Demarcated project area for the development of the proposed Industrial node.	Kindly share the project location with a map clarifying the area and attributes of the project site. Request you to provide the associated notification related to acquisition of project area.	The condition of the RfQ cum RfP remains unchanged.
117.	Clause 5.1.1, Page 59 Aim and objective of the assignment	Review the perspective plan/concept master plan and other available reports	Please share the reports and master plan for review	If any shall be shared with the successful bidder
118.	Clause 5.1.1, Page 59 Aim and objective of the assignment	Prepare statutory plan for approval	We understand that consultant's role will be to coordinate with the Client, provide technical assistance in obtaining approval from the concerned authority. Please confirm.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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119.	Clause 5.2.2, Page 60 Structural designs and drawings	For all structural designs and drawings the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	The scope of works envisage master planning and preliminary design engineering. The proof checking tasks comes under PMCM and EPC's scope. Kindly delete as this clause is beyond the scope of current assignment.	The condition of the RfQ cum RfP remains unchanged.
120.	Clause 5.3.1.3, Page 61	Conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consist of (a) viability of constructing the design as proposed i.e. can it be built in a cost-effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water usage, storage etc) (c) ensures environmental, health and safety practices as per program standards.	Does the 'Constructability Review' include safety? This could be in the form of ensuring that the contractors can build this safety and also ensure that the design is safe for use.	The condition of the RfQ cum RfP remains unchanged.
121.	Clause 5.4.2.3, Page 64 Validation of project boundary	The Consultant shall assess all the prior site surveys at an early stage. The consultant shall validate the project boundary and demarcation of the site.	Request you to reconsider this. The consultant will procure all necessary data and submit to client for validation. Since revenue data is sensitive, the consultant cannot take ownership of validating the data. Please replace word	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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			“validate” with “verify”.	
122.	Clause 5.9.1.1, Page 67 Concept Plan options for proposed	Overall illustrative master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character	Request you consider removing the requirement for illustrative master plans for all three concept options. As per clause 5.9.1.1 the consultant shall provide the 1:2500 illustrative master plan for the selected option.	The condition of the RfQ cum RfP remains unchanged.
123.	Clause 5.9.3, Page 68 Development Control Regulations	Preparation of Statutory master plan shall include the following: The consultant shall prepare necessary drawings, reports, development control regulations, area statements, and other material as may be necessary for submission of the master plan to the SPA or local authority as the case may be for approval of the master plan.	Kindly clarify if there is any existing DCR that has been prepared by the state that will govern the development.	The condition of the RfQ cum RfP remains unchanged.
124.	Clause 5.10.1.2, Page 68 Branding	Guidance for development of street and information signage according to branding guidelines and brand identity material established for the development	Kindly clarify who will provide the consultant with the required branding guidelines for this development.	Corrigendum-I
125.	Clause 5.11.1.2 f), Page 71 Contour Plans	Prepare contour information for the total site. The level of accuracy shall not be less than that of input information.	The client is requested to kindly change the requirement of contour information to Finished Road Levels as the profiles of roads would be submitted with Finished Road Levels.	The condition of the RfQ cum RfP remains unchanged.
126.	Clause 5.12.4.5, Page 74	Geometric design: Road geometry should be	Since MX roads services are discontinued by	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	Preliminary design for all roads	designed based on IRC guidelines and international codes also to be referred in case of any missing data. The preliminary design should support overall drainage of the site. Latest design software such as MX road has to be used for the same. Design analysis and any other software output has to be shared with the client.	Bentley services, the client is requested to allow Civil 3D or Open Roads as design software.	
127.	Clause 5.12.8.4, Page 79 Preliminary design for power supply	a) Planning of Main Receiving Sub Stations (MRSS) and source of electricity within the overall framework of Industrial Area	Consultant presumes that the scope shall exclude design of External power connectivity from existing source substation to proposed industrial node which shall be by client/others. Please confirm	The condition of the RfQ cum RfP remains unchanged.
128.	Clause 5.13.3.2, Page 83 Review of DD & GFC	The Consultant shall review and approve detailed design and GFCs prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The Consultant shall analyse the detailed BoQ prepared by the contractor.	We understand that handholding period starts subsequent to hiring of EPC/DB contractors, therefore Project milestones beyond submission of Tender Packages are not under control of the consultants. Kindly clarify if any delay to such stages / milestones will be considered as extension of time and can be mutually discussed for appropriate variation at such point in time. If contracts under this study are awarded in various packages and phases over time, please confirm how the duration of consultant's timeline has been envisaged.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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129.	Clause 5.13.6 and 5.13.7 (f), Page 84 and 85 Liaison and approvals for EIA clearance from competent authorities under Terms of Reference	<p>5.13.6 - The Consultant shall be responsible for making presentations as required from time to time before the various committees of Competent Authority/ies including Public Hearing and obtain the EIA Clearance from the MoEF and/or any other authority.</p> <p>In order to facilitate the Selected Consultant in conducting the studies, NICDC shall share all the necessary data, reports and other relevant materials in relation to the project.</p> <p>5.13.7(f) - Liaisoning / Expediting /Follow-up with MoEF&CC / Government Bodies / Institutions for getting early receipt of Terms of References & Environmental Clearances / Applicable Approvals & Permits for the project.</p>	Please confirm, that the consultant will only be required to provide technical assistance to your offices in order to obtain any clearance or approvals from competent authorities or Government Bodies etc., listed out under clause 5.13.6 and 5.13.7(f). The Consultant can provide technical assistance and should not be made responsible for getting clearances and approvals and be asked to liaison like an agent. Please confirm our understanding.	
130.	Clause 2.17.1, Page 23; Clause 5.13.3, Page 83; Clause 5.14.1, Page 85 Total duration of the project, and project management during handholding period	<p>Data Factsheet (Section 5, 5.5.2) states Duration of project: 36 months including the hand holding period of 6 months.</p> <p>The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design stage and address any queries raised by the contractor(s) for roads & services/ utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design stage.</p> <p>Deliverables and Timeframe table states period of</p>	<p>Clause 2.17.1 states the hand holding period is 6 months, however the Deliverables and Timeframe Period table under Clause 5.14.1 states that the handholding period is for 10 months post approval of GFCs.</p> <p>Considering that PMNC will be appointed for the project, is 10 months handholding required?</p> <p>Kindly clarify the total handholding period for detailed design and post approval of GFCs.</p>	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		handholding is 6 months post approval of GFCs.		
131.	Clause 5.14.1, Page 87 Deliverables and timeframe	All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.	Request to consider other forms of editable soft copy files for submission, including but not limited to Adobe InDesign.	The condition of the RfQ cum RfP remains unchanged.
132.	Clause 5.14.1, Page 87 Deliverables and timeframe	Notification of the final master plan - D+11 Months Final EIA clearance - D+13 Months	Consultant will provide the deliverables for notification and EIA clearance. The timelines of notification of both these processes will be subject to due government processes. Request to replace the word 'notification' to 'submission of final master plan for notification'. Also request replacing 'submission of the Final EIA report for clearance'.	The condition of the RfQ cum RfP remains unchanged.
133.	Clause 6.1.7, Page 93 Taxes and Duties:	Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.	The fees and rates quoted herein are exclusive of the Central Goods and Services Tax and State Goods and Services Tax / Integrated Goods and Services Tax, as may be applicable, which is to be reimbursed extra at the rates in force. Should there be any additional imposition of new taxes/ levies or change in the tax rate/ tax laws, the same shall be paid extra by client.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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134.	<p>Clause 2.11.3, Page 19 Removal and/or Replacement of Key Personnel</p> <p>Clause 6.6.2.1, Page 100</p>	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p> <p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty)</p>	<p>There is a conflict of information between clause 2.12.3 and clause 6.6.2.1 of the RfP. In long tenure of consultancy and for the reasons beyond the control of consultants, it is requested to allow upto four (4) key personnel who can be replaced without any reduction of rates.</p> <p>Additionally, Clause 6.6.2.1 states that the team leader cannot be replaced. However, under certain extenuating circumstances, and reasons beyond the control of the consultant, kindly consider allowing the replacement of team leader.</p>	Corrigendum-I

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		percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.		
135.	Clause 6.5.8, Page 99 Insurance to be taken out by the Consultants under General Conditions of Contract	The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to	We propose to maintain the requirement under an annually renewable insurance policy with an aggregate cap equivalent to the limit required under the Contract. We also propose to provide certificate of insurance from our insurers, as documentary evidence of insurance, which can be provided annually and on each renewal as documentary evidence of compliance. Will this be acceptable? The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving / renewing any insurance policy, required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		<p>take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>certificate of insurance from its insurers as documentary evidence of compliance with the contractual obligations. Such certificates will additionally confirm that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, reduced below agreed limits or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will subject, to 15 days' notice to cure to the Consultant, apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the certificate of insurance provided shall mention the Client as the certificate holder.</p>	
136.	<p>Clause 6.5.8, Page 99-100 Insurance to be taken out by the Consultants:</p>	<p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving</p>	<p>We propose to maintain the requirement under an annually renewable insurance policy with an aggregate cap equivalent to the limit required under the Contract.</p> <p>We also propose to provide certificate of insurance from our insurers, as documentary evidence of insurance, which can be provided annually and on each renewal as documentary</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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		<p>any insurance policy certificate in respect of insurances required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>evidence of compliance. Will this be acceptable? The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving / renewing any insurance policy, required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of certificate of insurance from its insurers as documentary evidence of compliance with the contractual obligations. Such certificates will additionally confirm that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, reduced below agreed limits or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will subject, to 15 days' notice to cure to the Consultant, apart from having other recourse available under this Contract have the option without</p>	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			<p>prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the certificate of insurance provided shall mention the Client as the certificate holder.</p>	
137.	Clause 6.8.2, Page 101 Release of payment	<p>The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.</p>	<p>Seeking approval from State government generally take/s time for the reasons not attributable to consultants. This affect the overall schedule and cash flows. In view of the same, we request you to change this percentage from 60% to 80%</p> <p>Kindly clarify the time limit for receiving comments/ approval from the concerned state government/ nodal agency.</p> <p>In the event that no comments are received, kindly clarify when the remaining payment shall be released.</p> <p>For clarity, please confirm that the time period from the date of invoicing will be 30 days as currently it is open ended?</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
138.	Clause 6.10.1.1 on Page 102 Responsibility for Project	<p>The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any</p>	<p>The Consultant requests that the information provided by the Client shall be rely upon information, i.e. if there is any change in the information provided by the client which has a</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Documents related indemnity under General Conditions of Contract	inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.	time and/or cost impact on the services, the Consultant shall be allowed to claim a change order. Please confirm.	
139.	Clause 6.10.1.2, Page 102 General Conditions of Contract	The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	Consultant requests that since it is providing design services, it will re-perform its defective services but should not be obligated with repair and replacement related obligations which are par for the course for contractors. It is proposed to add following in this clause Notwithstanding anything to the contrary in the Contract, Consultant shall in no event have liability for including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment. Consultant makes no warranties, guarantees or representations express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and/or merchantability and/or satisfactory quality are hereby specifically excluded	The condition of the RfQ cum RfP remains unchanged.
140.	Clause 6.11	If the selected Consultant fails to complete the	The Consultant requests that the cap on	The condition of the RfQ

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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	Page 102 General Conditions of Contract: Liquidated Damages	Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	liquidated damages for delay should be revised from 10% to 5%. The client is anyhow holding 5% amount as performance security as well. Please confirm.	cum RfP remains unchanged.
141.	Clause 6.13.2, Page 103 General Conditions of contract: Indemnity	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of	Consultant would request that the indemnity obligations should be negligence based. It is proposed to add following in this clause Notwithstanding anything to the contrary mentioned above or in this Contract, the indemnity obligations of the Consultant under this Contract shall be limited to the extent that it is caused by the Consultant's negligence.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		<p>the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>		
142.	<p>Clause 6.5.7, Page105 Special Conditions of Contract: Limitation of the Consultants' Liability towards the Client</p>	<p>Limitation of the Consultants' Liability towards the Client: (a) Except in case of fraud 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: (i) for any indirect or consequential loss or damage including loss of profit or revenue; and (ii) or any direct loss or damage that exceeds (i) the total payments for</p>	<p>For clarity, we propose that term negligence be replaced by fraud and 'Wilful Misconduct' be defined. The definition for Wilful Misconduct has been included in the proposed clause. The limitation on liability shall be for all kinds of damages with the exclusion provided under points (i) and (ii). The Consultant proposed to limit the liability equal to the fee. Also, for clarity consequential losses should include loss of profit in it as well, hence the same has been suggested for consideration. It is proposed to add following in this clause For the purpose of this clause, Wilful Misconduct shall mean intentionally and wrongfully causing harm by a member</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		<p>Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>of Consultant's senior management personnel (being the Project Manager, the Project Engineering Manager, the Construction Manager or above).</p>	
143.	Clause 6.5.8, Page 105-106 Special Conditions of Contract - Risks and coverage	(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.	(b) Third Party liability insurance with coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) in the aggregate for the period of consultancy.	The condition of the RfQ cum RfP remains unchanged.
144.	Clause 6.5.8, Page 105-106 Special Conditions of Contract - Risks and coverage	(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the	<p>The requirements are to maintain long term project specific professional indemnity, as a cost beneficial approach Halcrow proposes to use its annually renewable policy to support the project; will this be acceptable?</p> <p>The time period for such proposed liability should be in conjunction with the Defect Liability Period or for an additional 3 years period in line with limitation period under Indian laws. Please confirm.</p>	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		<p>Effective Date,</p> <p>(i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>	<p>(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India. Such policy will be further renewed annually for a period of three years beyond completion of Consultancy Services and shall be valid during the project period. (i) For an aggregate amount equivalent to the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>	
145.	Clause 6.5.8, Page 105-106 Special Conditions of	(d) Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub	We understand that the intention in requiring to ensure that such insurance is maintained as per statute and should be valid during the	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Contract - Risks and coverage	consultant, in accordance with the relevant revisions 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; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.	period when services are being provided. As such modify the same to: (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants, in accordance with the relevant revisions of the Applicable Law. The Consultant shall ensure the same for its Sub consultant. Additionally, the Consultant and its Sub consultant may maintain insurances with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should be valid during the project period as per relevant requirements of contract agreement.	
146.	Clause 6.5.8, Page 105-1006 Special Conditions of Contract - Risks and coverage	(e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	In order to clearly understand the requirements, we would suggest that the insurances required be listed with requested limits to avoid any ambiguity, so that the same can be mutually agreed by both parties.	The condition of the RfQ cum RfP remains unchanged.
147.	Clause 6.8.1, Page 107 Timeframe for receipt of comments	The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be	Kindly clarify the timeframe within which comments will be provided by the client. In situations where no comments are received within the said timeframe, the consultant shall assume that there are no comments for the	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		incorporated in the scheduled deliverable.	scheduled deliverable.	
148.	Clause 6.8.1, Page 107 Milestones and fees payable	Statutory plan - 5% Notification of the final master plan - 10%	Request you to consider revising the payment structure as below. <ul style="list-style-type: none"> • Statutory plan - 10% • Notification of final master plan - 5% 	The condition of the RfQ cum RfP remains unchanged.
149.	General		Kindly provide the list of the prior reports/ studies and also clarify if all prior reports are available for review by the bidder.	Shall be shared with the successful bidder, if any
150.	Clause 2.17, Data Sheet, 2.7.6, Page 22/23 Extension of Time	The last date of submission of Proposal is 12 th August 2020 before 3:00 pm (IST).	In order to submit competitive bid including all quality compliances, we request extension of bid for 4 Weeks from issue of reply to queries / Addendum / Corrigendum.	Corrigendum-I
151.	General		Is the project under any multilateral development bank funding or remains under State funding?	nil
152.	General		Whether the financial feasibility report will be used to secure funding from any third parties like other development banks or financial institutions?	The condition of the RfQ cum RfP remains unchanged.
153.	A new clause can be included under the Special Conditions of	Liability for defective services	The Consultant requests that for defective services Consultant to re-perform its services up to the limit of fees paid the Consultant under the agreement. The Consultant will not be required to be under an obligation of repair	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Contract		<p>or replacement or other implied warranties.</p> <p>Also, Consultant requests that re-performance should be its sole remedy for defective services</p> <p>Appropriate language can be proposed through Special Conditions of Contract.</p> <p>Please confirm.</p>	
154.	2.7.10-7 Page 13 Scoring for eligible projects	Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation, but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.	<p>A. For large scale projects, 80% completed work is technically complete project. Request you to consider 100% scoring for all such projects. Please confirm.</p> <p>For large scale projects, 80% work is completed for prioritized phase which can be considered as technically complete project with Complete Master Plan of overall area. The invoice of Phasing may not be part of main contract. Request you to consider 100% scoring for all such projects.</p>	The condition of the RfQ cum RfP remains unchanged.
155.	6.3.5.1, Page 19 Definition of Force Majeure under General Conditions of Contract	<p>The GCC provide the definition but it does not cover for epidemics and pandemics.</p> <p>Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be</p>	<p>We request that the definition of force majeure to include epidemic and pandemics as well. The same is requested to be modified as follows:</p> <p>B. "Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's</p>	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.	performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, epidemics or pandemics, earthquake, fire, explosion, storm, flood or other adverse weather conditions."	
156.	Form 3K Page 51 Key Staff	Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client, State Government etc.	Key staff for ongoing projects are not committed to the project for 100% time. Having prior experience with DMICDC provides the consultant with a deep understanding of the client, the statutory procedures as well as the vision of the project. With this mind, request you to kindly consider removal of this clause.	The condition of the RfQ cum RfP remains unchanged.
157.	Section 5 – Terms of Reference Page 59 Site Area	Demarcated project area for the development of the proposed Industrial node.	Request you to provide the details of the state gazette notification of the land. Request to share any previous master planning / EIA studies conducted for the projects.	If, any will be share with successful bidder

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
158.	5.1.1 Page 59 Aim and objective of the assignment	Review the perspective plan/concept master plan and other available reports	Requesting to please share the reports and master plan for review	If, any will be share with successful bidder
159.	5.1.1 (4) Page 59 Aim and objective of the assignment	Prepare statutory plan for approval	We understand that consultant's role will be to coordinate with the Client, provide technical assistance in obtaining approval from the concerned authority. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
160.	5.2.2 Page 60 Structural designs and drawings	For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	The scope of works envisage master planning and preliminary design engineering. The proof checking tasks comes under PMCM and EPC's scope. Kindly delete as this clause is beyond the scope of current assignment.	The condition of the RfQ cum RfP remains unchanged.
161.	5.3.1.3 Page 64	Conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consist of (a) viability of constructing the design as proposed i.e. can it be built in a cost-effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water	Does the 'Constructability Review' include safety? This could be in the form of ensuring that the contractors can build this safety and also ensure that the design is safe for use.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		usage, storage etc) (c) ensures environmental, health and safety practices as per program standards.		
162.	5.5.2.3 Page 66 Validation of project boundary	The Consultant shall assess all the prior site surveys at an early stage. The consultant shall validate the project boundary and demarcation of the site.	Request you to reconsider this. The consultant will procure all necessary data and submit to client for validation. Since revenue data is sensitive, the consultant cannot take ownership of validating the data. Please replace word "validate" with "verify".	The condition of the RfQ cum RfP remains unchanged.
163.	5.8.1.1 Page 67 Concept Plan options for proposed	Overall illustrative master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character	Request you consider removing the requirement for illustrative master plans for all three concept options. As per clause 5.9.1.1 the consultant shall provide the 1:2500 illustrative master plan for the selected option.	The condition of the RfQ cum RfP remains unchanged.
164.	5.9.2.4 - Page 68 And 5.9.3.1 - Page 68 Development Control Regulations	5.9.2.4 - Review and present the statutory development control regulations to bring about a cohesive development pattern and design element into the proposed development. 5.9.3.1 The consultant shall prepare necessary drawings, reports, development control regulations, area statements, and other material as may be necessary for submission of the master plan to the SPV/Special Planning Authority (SPA) or local authority as the case may be for approval	Kindly clarify if there is any existing DCR that has been prepared by the state that will govern the development since clause 5.9.2.4 asks for review of DCR and clause 5.9.3.1 requires preparation of DCR. Preparation of DCR and getting it approved from Urban development department is subject to state statutes and requirements. Request removal of 'Development Control Regulations'	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		of the master plan.	from clause 5.9.3.1	
165.	5.10 Page 68 Detailed Zoning and Branding	'Detailed Zoning and Branding strategy'.	Detail master plan already includes detailed zoning, please elaborate what aspect will be covered in detailed zoning Is this Clause requiring development of urban design guidelines? Please clarify.	The condition of the RfQ cum RfP remains unchanged.
166.	5.10 Page 68 Detailed Zoning and Branding	'Detailed Zoning and Branding strategy'.	Please Elaborate what is included as part of the branding. Branding can be done to a very detailed level which may not be relevant to this exercise. We request you to please delineate scope of branding more clearly.	The condition of the RfQ cum RfP remains unchanged.
167.	6.8.1 Page 107 And 5.14.1 Marketing / branding guideline	Table 5.14.1 - Marketing/ Branding guidelines (D+8.5) Table 6.8.1 - Marketing/ Branding guidelines (5% fees)	Please elaborate what is covered under marketing section since it is not mentioned under any other clause in the rfp. Section 5.10 speaks about Detailed Zoning and branding guidelines, please elaborate under which milestone detailed zoning is covered.	The condition of the RfQ cum RfP remains unchanged.
168.	5.11.1.2 f) Page 71 Contour Plans	Prepare contour information for the total site. The level of accuracy shall not be less than that of input information.	The client is requested to kindly change the requirement of contour information to Finished Road Levels as the profiles of roads would be submitted with Finished Road Levels.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Koppaathy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
169.	5.11.4.5 Page 74 Preliminary design for all roads	Geometric design: Road geometry should be designed based on IRC guidelines and international codes also to be referred in case of any missing data. The preliminary design should support overall drainage of the site. Latest design software such as MX road has to be used for the same. Design analysis and any other software output has to be shared with the client.	Since MX roads services are discontinued by Bentley services, the client is requested to allow Civil 3D or Open Roads as design softwares.	Corrigendum-I
170.	5.12.8.4 Page 79 Preliminary design for power supply	a) Planning of Main Receiving Sub Stations (MRSS) and source of electricity within the overall framework of Industrial Area	Consultant presumes that the scope shall exclude design of External power connectivity from existing source substation to proposed industrial node which shall be by client/others. Please confirm	The condition of the RfQ cum RfP remains unchanged.
171.	2.17.1 Page 23 & 5.13.3 Page 83 & 5.14.1 Page 85 Total duration of the project, and	Data Factsheet (Section 5, 5.5.2) states Duration of project: 36 months including the hand holding period of 6 months. The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design stage and address any queries raised by the contractor(s) for roads & services/ utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design stage. Deliverables and Timeframe table states period of	Clause 2.17.1 states the hand holding period is 6 months, however the Deliverables and Timeframe Period table under Clause 5.14.1 states that the handholding period is for 10 months post approval of GFCs. Considering that PMNC will be appointed for the project, is 10 months handholding required? Kindly clarify the total handholding period for detailed design and post approval of GFCs.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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	project management during handholding period	handholding is 6 months post approval of GFCs.		
172.	5.13.3.2 Page 83 Review of DD & GFC	The Consultant shall review and approve detailed design and GFCs prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The Consultant shall analyse the detailed BoQ prepared by the contractor.	We understand that handholding period starts subsequent to hiring of EPC/DB contractors, therefore Project milestones beyond submission of Tender Packages are not under control of the consultants. Kindly clarify if any delay to such stages / milestones will be considered as extension of time and can be mutually discussed for appropriate variation at such point in time. If contracts under this study are awarded in various packages and phases over time, please confirm how the duration of consultant's timeline has been envisaged.	The condition of the RfQ cum RfP remains unchanged.
173.	5.13.6 and 5.13.7 (f), Page 84 and 85 Liaison and approvals for EIA clearance from competent authorities under Terms of Reference	5.13.6 - The Consultant shall be responsible for making presentations as required from time to time before the various committees of Competent Authority/ies including Public Hearing and obtain the EIA Clearance from the MoEF and/or any other authority. In order to facilitate the Selected Consultant in conducting the studies, NICDC shall share all the necessary data, reports and other relevant	Please confirm, that the consultant will only be required to provide technical assistance to your offices in order to obtain any clearance or approvals from competent authorities or Government Bodies etc., listed out under clause 5.13.6 and 5.13.7(f). The Consultant can provide technical assistance and should not be made responsible for getting clearances and approvals and be asked to liaison like an agent.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		materials in relation to the project. 5.13.7(f) - Liaisoning / Expediting /Follow-up with MoEF&CC / Government Bodies / Institutions for getting early receipt of Terms of References & Environmental Clearances / Applicable Approvals & Permits for the project.	Please confirm our understanding.	
174.	5.14.1 Page 87 Deliverables and timeframe	All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.	Request to consider other forms of editable soft copy files for submission, including but not limited to Adobe InDesign.	The condition of the RfQ cum RfP remains unchanged.
175.	5.14.1 Page 87 Deliverables and timeframe	Notification of the final master plan - D+11 Months Final EIA clearance - D+13 Months	Consultant will provide the deliverables for notification and EIA clearance. The timelines of notification of both these processes will be subject to due government processes. Request to replace the word 'notification' to 'submission of final master plan for notification'. Also request replacing 'submission of the Final EIA report for clearance'.	The condition of the RfQ cum RfP remains unchanged.
176.	6.5.8, Page 99 Insurance to be taken out by the Consultants under General Conditions of	The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC),	We propose to maintain the requirement under an annually renewable insurance policy with an aggregate cap equivalent to the limit required under the Contract. We also propose to provide certificate of insurance from our insurers, as documentary	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Contract	<p>and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>evidence of insurance, which can be provided annually and on each renewal as documentary evidence of compliance.</p> <p>Will this be acceptable?</p> <p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and</p> <p>(ii) within 15 (fifteen) days of receiving / renewing any insurance policy, required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of certificate of insurance from its insurers as documentary evidence of compliance with the contractual obligations. Such certificates will additionally confirm that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, reduced below agreed limits or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will subject, to 15 days' notice to cure to the Consultant,</p>	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			<p>apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the certificate of insurance provided shall mention the Client as the certificate holder.</p>	
177.	2.11.3 Page 19 Removal and/or Replacement of Key Personnel	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>There is a conflict of information between clause 2.11.3 and clause 6.6.2.1 of the RfP. In long tenure of consultancy and for the reasons beyond the control of consultants, it is requested to allow upto four (4) key personnel who can be replaced without any reduction of rates.</p> <p>Additionally, Clause 6.6.2.1 states that the team leader cannot be replaced. However, under certain extenuating circumstances, and reasons beyond the control of the consultant, kindly consider allowing the replacement of team leader.</p>	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	6.6.2.1 Page 100	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.		
178.	6.8.2 Page 101 Release of payment	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal	Seeking approval from State government generally take/s time for the reasons not attributable to consultants. This affect the overall schedule and cash flows. In view of the same, we request you to change this percentage from 60% to 80% Kindly clarify the time limit for receiving comments/ approval from the concerned state	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		Agency.	government/ nodal agency. In the event that no comments are received, kindly clarify when the remaining payment shall be released. For clarity, please confirm that the time period from the date of invoicing will be 30 days as currently it is open ended?	
179.	6.10.1.1 on Page 102 Responsibility for Project Documents related indemnity under General Conditions of Contract	The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.	The Consultant requests that the information provided by the Client shall be rely upon information, i.e. if there is any change in the information provided by the client which has a time and/or cost impact on the services, the Consultant shall be allowed to claim a change order. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
180.	6.10.1.2 Page 102 General Conditions of Contract	The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	Consultant requests that since it is providing design services, it will re-perform its defective services but should not be obligated with repair and replacement related obligations which are par for the course for contractors. It is proposed to add following in this clause Notwithstanding anything to the contrary in	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			the Contract, Consultant shall in no event have liability for including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment. Consultant makes no warranties, guarantees or representations express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and/or merchantability and/or satisfactory quality are hereby specifically excluded	
181.	6.11 Page 102 General Conditions of Contract: Liquidated Damages	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	The Consultant requests that the cap on liquidated damages for delay should be revised from 10% to 5%. The client is anyhow holding 5% amount as performance security as well. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
182.	6.8.1 Page 107 Timeframe for receipt of comments	The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be	Kindly clarify the timeframe within which comments will be provided by the client. In situations where no comments are received within the said timeframe, the consultant shall assume that there are no comments for the	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Koppaathy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		incorporated in the scheduled deliverable.	scheduled deliverable.	
183.	6.8.1 Page 107 Milestones and fees payable	Statutory plan - 5% Notification of the final master plan - 10%	Request you to consider revising the payment structure as below. <ul style="list-style-type: none"> • Statutory plan - 10% • Notification of final master plan - 5% 	The condition of the RfQ cum RfP remains unchanged.
184.	General		Kindly provide the list of the prior reports/ studies and also clarify if all prior reports are available for review by the bidder.	If any, will be shared with successful bidder
185.	Clause 2.17 and Data Sheet, 2.17.1 Page 23 Extension of Time	The last date of submission of Proposal is 12 th August 2020 before 3:00 pm (IST).	In order to submit competitive bid including all quality compliances, we request extension of bid for 4 Weeks from issue of reply to queries / Addendum / Corrigendum.	Corrigendum-I
186.	2.17.3 (4) Qualification and competence of key staff	Architect - Should be a Graduate/Postgraduate in Architecture with relevant experience in master planning, design of integrated industrial townships, large campuses involving an economic component and mixed housing development. Should possess 8-10 years of experience in the	Please clarify if the project involves Architectural designs as part of the scope. The RFP does not reflect any architectural design works as part of the scope. The responsibilities mentioned for architect fall under the domain of urban planner or urban designer.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		planning and urban design of economic clusters or corridors, townships, or campus developments.	Request either removal of this position or changing it to landscape architect or urban designer with relevant master in landscape design or urban design qualification for which RfP clearly outlines responsibility and scope of work.	
187.	General		Is the project under any multilateral development bank funding or remains under State funding?	The condition of the RfQ cum RfP remains unchanged.
188.	General		Whether the financial feasibility report will be used to secure funding from any third parties like other development banks or financial institutions?	The condition of the RfQ cum RfP remains unchanged.
189.	A new clause can be included under the Special Conditions of Contract	Liability for defective services	<p>The Consultant requests that for defective services Consultant to re-perform its services up to the limit of fees paid the Consultant under the agreement. The Consultant will not be required to be under an obligation of repair or replacement or other implied warranties.</p> <p>Also, Consultant requests that re-performance should be its sole remedy for defective services</p> <p>Appropriate language can be proposed through Special Conditions of Contract.</p>	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			Please confirm.	
190.			<ul style="list-style-type: none"> Kindly elaborate upon the status of the Kopparthy node under VCIC, in terms of (a) formation of SPV and (b) status of land acquisition. 	-
191.			<ul style="list-style-type: none"> Is the 'The Overall Perspective Plan for the Region' as mentioned in Clause 5.5.3.2, Pg 64 the same as the Conceptual Development Plan published by ADB. If not, we request for a copy of the Overall Perspective Plan. 	If any, will be shared with the successful bidder
192.			<ul style="list-style-type: none"> Kindly confirm which department/branch is the nodal authority. 	APIIC
193.	Clause 2.5 Bid security, Pg 7	A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'National Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").	<ul style="list-style-type: none"> In view of the COVID 19 pandemic and cash flow issue, request you to reduce the Bid security amount to Rs 5,00,000/- (Rupees Five Lakh). Kindly accept and confirm. 	The condition of the RfQ cum RfP remains unchanged.
194.	Clause 2.7.3, Pg 11	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters.	<ul style="list-style-type: none"> This includes full time consultants working with the organisation and/or freelance consultants who may be taken on payroll upon award of project. Please confirm. 	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
195.	Clause 2.7.11 Point No. 7, Pg 13	Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks.	<ul style="list-style-type: none"> Kindly consider 100% marks for ongoing projects (completed upto 80% or more), which is the usual norm in similar bids. Kindly consider and confirm. 	The condition of the RfQ cum RfP remains unchanged.
196.	Clause 2.9.4 Min Qualification Criteria, Pg 16	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> Kindly include 'Preliminary Project Report' in addition to DPR (Detailed Project Report)/ Preliminary Design Report (PDR); 	The condition of the RfQ cum RfP remains unchanged.
197.	Clause 2.9.4 Min Qualification Criteria, Pg 16	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> We understand 'Urban Infrastructure' includes (a) Water/Wastewater/Sewerage/Drainage Infra; (b) Urban Roads and Bridges; (c) Flyover; (b) Public Transit/Bus Rapid Transit System. Kindly confirm; 	The condition of the RfQ cum RfP remains unchanged.
198.	Clause 2.9.4 Min Qualification	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart	<ul style="list-style-type: none"> We understand 'Project Management Consultancy' and/or 'Infrastructure Support' services which include 'design' as 	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Criteria, Pg 16	City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	a key component would be eligible under this criterion;	
199.	Clause 2.9.4 Min Qualification Criteria, Pg 16	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> We also would like to confirm that ONGOING projects in which design component is complete (with proof of completion from client) shall be considered as eligible project; 	The condition of the RfQ cum RfP remains unchanged.
200.	Clause 2.9.4 Min Qualification Criteria, Pg 16	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> You may appreciate that proof of construction is difficult to be obtained from Clients with whom work has been completed long back. We would confirm that 'construction work has started' which NICDC may get cross checked. In case available, we shall also support the same with news articles available on the subject. Kindly consider and confirm; 	The condition of the RfQ cum RfP remains unchanged. support the same with reliable/adequate data available on the subject.
201.	Clause 2.9.4 Min Qualification	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart	<ul style="list-style-type: none"> Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. 	The condition of the RfQ cum RfP remains

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Koppaathy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Criteria, Pg 16	City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	Kindly consider and confirm.	unchanged.
202.	Clause 2.9.4 Min Qualification Criteria, Pg 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	<ul style="list-style-type: none"> Smart City proposal preparation under Smart City Challenge may also be considered as eligible project under this criterion. Kindly consider and confirm, 	The condition of the RfQ cum RfP remains unchanged.
203.	Clause 2.9.4 Min Qualification Criteria, Pg 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started.	<ul style="list-style-type: none"> Detailed Master Planning would also include preparation of Statutory Master Plans and Zonal Plans of cities. Kindly confirm. 	The condition of the RfQ cum RfP remains unchanged.
204.	Clause 2.9.4 Min Qualification Criteria, Pg 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. Kindly consider and confirm, 	The condition of the RfQ cum RfP remains unchanged.
205.	Clause 2.9.4 Min Qualification	c) At least 1 out of the two projects shall be an international project.	<ul style="list-style-type: none"> With a plethora of Indian works of similar nature and complexity, we request NICDC to remove the requirement of having an international project. Kindly consider and 	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Criteria, Pg 17		confirm,	
206.	Clause 2.9.4 Min Qualification Criteria, Pg 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.	<ul style="list-style-type: none"> You may appreciate that proof of construction is difficult to be obtained from Clients with whom work has been completed long back. We would confirm that 'construction work has started' which NICDC may get cross checked. In case available, we shall also support the same with news articles available on the subject. Kindly consider and confirm; 	The condition of the RfQ cum RfP remains unchanged.
207.	Clause 2.9.4 Min Qualification Criteria, Pg 17, Last paragraph	For Eligible Projects, on-going projects where construction works have commenced can be considered.	<ul style="list-style-type: none"> We assume for ongoing projects where construction work has commenced there is no need of submitting percentage of work completed. Kindly confirm this understanding. 	The condition of the RfQ cum RfP remains unchanged.
208.	Clause 2.9.5 Technical Evaluation Score, Pg 17	<p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification.</p>	<ul style="list-style-type: none"> Kindly rephrase tomaster planning AND/OR preliminary engineering, 	The condition of the RfQ cum RfP remains unchanged.
209.	Clause 2.9.5	The firm should have undertaken / completed 5	<ul style="list-style-type: none"> We also suggest to have exclusive marking 	The condition of the RfQ

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Technical Evaluation Score, Pg 17	nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification.	under statutory master planning and preliminary engineering, for instance; <ul style="list-style-type: none"> · Experience in Preparation of Detailed Master Plans - 2 projects, 10 marks. · Experience in preparation of Preliminary Engineering for various urban infrastructure components - 3 projects, 15 marks. Kindly consider and confirm.	cum RfP remains unchanged.
210.	Clause 2.9.5 Technical Evaluation Score, Pg 17	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	<ul style="list-style-type: none"> • Including EIA, a maximum of 6 projects has been asked to be included to achieve 25 marks. Kindly confirm. 	Corrigendum-I
211.	Clause 2.9.5 Technical Evaluation Score, Pg 18	For Eligible Projects, ongoing projects completed to 80 percent can be considered.	<ul style="list-style-type: none"> • There is discrepancy between Clauses 2.9.4 and 2.9.5 regarding eligible projects definition in minimum qualification criteria and Technical Evaluation Score. Please clarify. 	Corrigendum-I
212.	Clause 2.11.3 Negotiation, Pg 19	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a	<ul style="list-style-type: none"> • There is discrepancy between Clause 2.11.3 and 6.6.2.1 regarding no. of key personnel. • We in fact request for removal of reduction in fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm. 	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.		
213.	Clause 2.17.2 List of minimum key personnel/ staff, Pg 24	The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts	<ul style="list-style-type: none"> We feel 70 person months for key experts is grossly inadequate We estimate 130-150 person months of key experts and 200 support professionals will be needed for this assignment at least. Kindly consider and confirm. 	The consultant shall propose as desired with at least 70 man months
214.	Clause No.2.17.3 Pg.25, Position No.2 and 3	At least 5 out of the 15 years' experience should be international experience	<ul style="list-style-type: none"> Please clarify, if the numbers of years are less than 5 years, then whether the CV will be rejected or the marks will be reduced. 	<p>The condition of the RfQ cum RfP remains unchanged.</p> <p>The minimum criteria has to be met as per description</p>
215.	Clause 2.17.4, Pg 28, Evaluation criteria for Key	Overseas/ International experience-10%	<ul style="list-style-type: none"> International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial, environment etc. We request NICDC to 	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	personnel/ staff		therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	
216.	Clause 2.17.4, Pg 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	<ul style="list-style-type: none"> We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm. 	The condition of the RfQ cum RfP remains unchanged.
217.	Clause 5.5.2.1 Surveys and Investigations, Pg 63	The consultant shall procure the data regarding land boundaries, topography, land acquisition etc.	<ul style="list-style-type: none"> Kindly suggest if the State Government can share with us the cadastral maps of the site, readily (at no cost) or Consultants have to obtain the same at their cost. 	If Available, Will Be Shared

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
218.	Clause 5.5.2.6 Surveys and Investigations, Pg 64	The consultants shall conduct traffic surveys.	<ul style="list-style-type: none"> Kindly suggest the minimum requirement for traffic volume count and origin-destination surveys. 	The condition of the RfQ cum RfP remains unchanged.
219.	Clause 5.5.2.7 Surveys and Investigations, Pg 64	The consultants shall carry out geotechnical investigations and sub-surface explorations.....	<ul style="list-style-type: none"> Kindly suggest the minimum requirement for surveys. 	The condition of the RfQ cum RfP remains unchanged.
220.	Clause 5.6, Pg 66	Geo-referencing of Satellite image with the revenue maps and verification of the same with the Topographic survey using DGPS / Drone data.	<ul style="list-style-type: none"> We understand the Satellite Image procured from NRSC shall be geo rectified using Topographic survey. Revenue maps will in turn be Georeferenced to the rectified image. Please Confirm. Alternatively, are the revenue maps expected to be supplied to Consultants already Georeferenced? Please clarify 	The condition of the RfQ cum RfP remains unchanged.
221.	Clause 5.7, Pg 66	Land Suitability Analysis & Zoning Plan	<ul style="list-style-type: none"> We understand the Zoning plan at this stage shall include the classification of site based on certain themes. Kindly elaborate. 	The condition of the RfQ cum RfP remains unchanged.
222.	Clause 5.13.7 (j) and (k) Page No. 85	<p>j) Girth wise & species wise Tree enumeration within proposed Industrial Corridor.</p> <p>k) Preparation of NOCs application (Forest / Wildlife etc) as stipulated by MoEF&CC in ToR /</p>	<ul style="list-style-type: none"> The approximate forest area needs to be mentioned so that the same can be added during costing of the proposal. 	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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		EC letter and submission of the same to the client.		
223.	Clause 5.13.7 (i) and (k) Page No. 85	Social Impact assessment to be carried out by generating primary data and using available secondary data / Census data review, Common property resources classification within project area, livelihood data, public consultations, focussed group discussions, developing baseline socio- economic status of project affected persons etc.	<ul style="list-style-type: none"> Please clarify the approximate number of project affected persons (PAPs) for Social Impact Assessment studies. 	The condition of the RfQ cum RfP remains unchanged.
224.	Clause 6.8, Payment to Consultants, Pg 98	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	<ul style="list-style-type: none"> Kindly consider to release 90% payment due against a particular milestone if comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. 	The condition of the RfQ cum RfP remains unchanged.
225.	Clause 5.14 Deliverables and timeframe, Pg 87	D+13 months for issuance of Final EIA clearance by MoEF&CC	<ul style="list-style-type: none"> If forest clearance is required, the timeframe required would me more than that. Please clarify. 	The condition of the RfQ cum RfP remains unchanged.
226.	Annexure C	Site map	<ul style="list-style-type: none"> Image is not clear. Kindly provide good quality map of the site. 	Corrigendum-I
227.	Clause 6.11 Liquidated	If the selected Consultant fails to complete the Assignment, within the period specified under the	<ul style="list-style-type: none"> We request for reduction in liquidated damages to 0.5% of the contract fees. 	The condition of the RfQ cum RfP remains

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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	damages, Pg 102	contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.		unchanged.
228.	Clause 6.8.1, Pg 107	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies...	<ul style="list-style-type: none"> Since a large number of surveys are involved during master plan preparation it is desired that the payment upto the 7th deliverable be increased from 42.5 to 50%. 	The condition of the RfQ cum RfP remains unchanged.
229.			<ul style="list-style-type: none"> In case the consultants wish to submit applications for more than one node, may the same team be repeated across all the 2 bids? Kindly confirm. 	Refer the condition of the RfQ cum RfP
230.			<ul style="list-style-type: none"> Finally, we request for 2-3 weeks' timeframe for submission of bids, after receiving pre-bid clarifications. 	Corrigendum-I
231.	2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	<p>We request you to modify this clause as follows:</p> <p>The team leader proposed must be permanent full-time employees of the firm or full-time independent consultant/ Freelancer consented for full-time contract for this project only</p>	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	particular attention to the following:		responsible entirely for all the Project-related matters. Please allow.	
232.	2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:	10. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.	Most of the Government clients don't provide completion certificates in details. Nevertheless, we request you to allow to submit the relevant pages of the contract agreement / submitted DPR reports or other approvals given by the Client during or after completion of the project to authenticate the requirement. Please allow.	Reliable/adequate information shall be considered.
233.	2.9.4 Minimum Qualification Criteria:	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project. Projects 'a' 'b' and 'c' shall be collectively referred	In point a) of 2.9.4 of minimum qualification NICDC has allowed "Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore" but missing in point c). We presume that the NICDC will also consider the "Urban Infrastructure" experience for point c) as well.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		to as “Eligible Projects”. For Eligible Projects, ongoing projects where construction works have commenced can be considered. For ‘a’, ‘b’, and ‘c’, a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.	Please clarify.	
234.	2.11 Negotiation	2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	The penalty for substitution is extremely high. The present COVID-19 situation has further constrained the ability of candidates to commit to project or firms due to health-related concerns. This situation is likely to persist for several months from now and hence we request that the penalty be reduced to 5% of staff-month rate and not remuneration and further it should be only be applicable if the Consultant is unable to demonstrate efforts to retain staff expressing intent to resign and leave. Due to the current pandemic scenario, we request you to kindly allow replacement up to a maximum of 5 (five) personnel.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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235.	5.5.2 Surveys and investigations	5.5.2.1 The consultant will be responsible for collecting basic information regarding the site, its surrounding and available infrastructure. The consultant shall procure the data regarding land boundaries, topography, land acquisition including revenue record with facilitation by State Government etc. Also, the procurement of the satellite imagery is the responsibility of the consultant. If additional data is needed, the client will facilitate the consultant in terms of procurement of the data based on specific request by the consultants.	<p>We presume that client will provide all necessary help and documentation for the procurement of data from NRSC.</p> <p>Kindly also share the geographical extension (latitude and longitude details of the site) for estimation of cost for satellite data.</p> <p>Site boundary demarcation is a very important and complex task and won't be possible without the help of local revenue department. We presume that the client will appoint a government revenue officer to delineate the project area.</p>	Will be shared with the successful bidder
236.	5.5.2 Surveys and investigations	5.5.2.5 The Consultant shall carry out a detailed physical site survey to map all relevant physical features along with a topographic survey and/or any other survey like DGPS / Drone surveys required for the site area and prepare contour maps and labels as required for the project.	<p>Kindly provide specifications for surveys such as grid size, contour intervals, level details, etc. for the topographic survey.</p> <p>Kindly also provide geographical expansion (Latitudinal and longitudinal) of area for assessment of project area for topographic survey and drone survey.</p>	Will be shared with the successful bidder
237.	5.6 Detailed Scope of Services for Part D: Preparation of Final Base	II. Geo-referencing of Satellite image with the revenue maps and verification of the same with the Topographic survey using DGPS / Drone data. Digitization of geo-referenced revenue village	We presume that for the superimposition of cadastral data on the base map, the georeferenced revenue cadastral maps will be provided to the selected consultant free of cost	-

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

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	Map	maps wherever required.	by the client. Please confirm	
238.	5.14 Deliverables and timeframe	Deliverables and timeframe	We presume that the period between the submission of the stage report and its processing would not be included in the period of assignment. Please confirm	The condition of the RfQ cum RfP remains unchanged.
239.	5.9	5.9 Detailed Scope of Services for Part G: Detailed Master Plan and Statutory Plan (along with Notification of the Final Master Plan)	We presume that the consultant will only facilitate/assist the client to get the necessary statutory clearances/approvals etc. from the respective authorized agencies. Kindly confirm	The condition of the RfQ cum RfP remains unchanged.
240.	Page 6 of 115, Clause 2.1.21	The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST.	Tender Processing fee is too high. We Request you for Relaxation in Tender Processing Amount to INR 50,000 (Fifty Thousand Rupees Only)	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
241.	Page 16 of 115, Clause 2.9.4	<p><u>Minimum Qualification Criteria:</u></p> <p>A) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered- 3 Projects</p>	<p>We request you to consider the mentioned Clause as: Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects/Highway Projects with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
242.	Page 16 of 115, Clause 2.9.4	<p>B) Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years-3 Projects</p>	<p>We Request you to Consider 1 Project for the mentioned Criteria.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
243.		<p>With Reference to RFP Document</p>	<p>Please Clarify that Eligibility Criteria can be fulfilled Jointly.</p>	<p>As per the condition of the RfQ cum RfP</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
244.		With Reference to RFP Document	Currently, Government of India is promoting Micro, Small and Medium scale Industries and Enterprises (MSMEs). Hence, we request you to kindly incorporate the "MSME" and "MAKE IN INDIA" facilities.	Corrigendum-I
245.		General	Considering the Covid-19 Situation in India, we request you to provide us the extension by atleast 3 weeks after the Prebid points reply.	Corrigendum-I
246.	Clause 2.1.22- page 6	Project Office: Consultant is advised to have their main Project Office in Andhra Pradesh.	<ul style="list-style-type: none"> Since this is a green filed project, major site intensive activities are not anticipated apart from the surveys and investigations. Please allow the consultants to operate from their home office located in any other State also 	Corrigendum-I
247.	Clause 2.3; page 7	Clarification and/ or interpretation of reports: After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency	<ul style="list-style-type: none"> Request to consider time duration of 10 days as relevant key resources may be required to address the same. 	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Koppaathy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		within five (05) working days without any extra charge.		
248.	Clause 2.17.3, page 25	Qualification and competence of key staff Senior Urban Planner / Senior Master Planner Should be a Postgraduate in Urban Planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. Fully conversant with the local bye laws and regional level planning norms. Experience in preparation of city level/township level Development Plans/Master Plans with fair knowledge about infrastructure and utilities. At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	We request for the following change: Qualification and competence of key staff Senior Urban Planner / Senior Master Planner Should be a Postgraduate in Urban Planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. Fully conversant with the local bye laws and regional level planning norms. Experience in preparation of city level/township level Development Plans/Master Plans with fair knowledge about infrastructure and utilities. <u>At least 2 5 out of the 15 years'</u> experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	The condition of the RfQ cum RfP remains unchanged.
249.	Clause 2.17.3, page 25	Senior Infrastructure Planner/ Engineer: Should be a Postgraduate in Infrastructure Planning / Engineering or related field with relevant experience in Infrastructure Planning / Designing of Integrated Industrial Townships, large campuses or area development projects. At least 5 out of the 15 years should be international	Requesting you to change to "Should be a Postgraduate in Infrastructure Planning/ Engineering or related field with relevant experience in Infrastructure Planning/ Designing of Integrated Industrial Townships, large campuses or area development projects. <u>At least 5 2 out of the 15 years</u> should be	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	
250.	Clause 2.17.3, page 25	Transportation / Roads Expert and Transportation planner: Minimum years of experience- 15 years;	Requesting you to Consider minimum years of experience as 10 years for this position.	The condition of the RfQ cum RfP remains unchanged.
251.	Clause 5.2.2 page 60	For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	As the works are carried out till Preliminary design stage, request to exclude the same from the present assignment; this can be added in the EPC / Design build contractor. Confirm.	The condition of the RfQ cum RfP remains unchanged.
252.	Clause 5.5.2 page 63	Survey and Investigations	<ul style="list-style-type: none"> Presume, that R&R surveys are excluded from this assignment. Confirm The project boundary physically at site will be shown by NICDC / Concerned authorities during survey and the necessary Revenue data for the land ownership required if any will be provided free of cost to the Consultants. Confirm. Presume the surveys are confined to the project area boundary only. Design of external infrastructure system for Power and Water is not in the scope; only sources 	If available, will be shared with the successful bidder.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			needs to be identified. Confirm	
253.	General	General	<ul style="list-style-type: none"> Request to specify the extent of data available with NICDC We request you to kindly extend the date of submission to at least 20 days from the date of issue of bid clarifications from NICDC. 	<p>If available, will be shared with the successful bidder.</p> <p>Corrigendum-I</p>
254.	General	Site Visit	<ul style="list-style-type: none"> Request to provide the concerned person / organization details for guiding the site Visits for the consultants. 	APIIC
255.	General	Annexure C	<ul style="list-style-type: none"> The map provided is not clear, request to provide the location details along with Geo Coordinates 	Corrigendum-I Annexure B
256.	Page 5, Clause 2.16.1 & Page 14, Clause 2.8.4 & eprocurement portal	The Client has adopted a three-stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall also be submitted online in the relevant sections. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification	<p>Since the RFQ cum RFP states that the Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals but the instructions on e-procurement portal are not matching with this. It is showing Four Covers namely Fee, Prequalification, Technical and Financial.</p> <p>Please provide the list of documents that are required to be uploaded in each of the above four covers mentioned in e-procurement.</p>	<p>Fee – Bid processing and Bid Security</p> <p>Prequalification- PreQ proposal</p> <p>Technical – Technical Proposal</p> <p>Financial – Financial</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		<p>criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP. The first ranked Applicant (the –Selected Applicant) shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.</p>		Proposal
257.	Page 14, Clause 2.9.4 (d)	<p>2.9.4 Minimum Qualification Criteria:</p> <p>d) Project related to EIA studies and EIA clearance in last 5 years</p> <p>For ‘a’, ‘b’, and ‘c’, a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.</p>	<p>In case a single project has been submitted for ‘a’, ‘b’, and ‘c’, can the same project or another project which has also been submitted for ‘a’, ‘b’ or ‘c’ be submitted for ‘d’ (EIA).</p> <p>We understand that the condition of “<i>a maximum of one such project shall be admissible</i>” is not applicable for category ‘d’. Please confirm.</p>	The condition of the RfQ cum RfP remains unchanged.
258.	Page 23, Clause 6.4.4a	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with	We understand that these details are required to be provided after the agreement is signed with the successful consultant and if required	The condition of the RfQ cum RfP remains

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		particulars (name, financial and technical background, excluding prices) of sub consultants.	by the Client. Please confirm. Please also clarify whether the remuneration of outside experts (freelance key or support staff) will also be considered under sub-contracting value having a cap of 30% of the contract price.	unchanged.
259.	Page 49, Form 3I	Projects without the proof of experience from client will not be considered for evaluation.	For ongoing projects, please suggest the documents that can be considered as proof of experience.	Relevant/adequate proof shall be considered
260.	Page 56	Section 4. Financial Proposal – Standard Forms	Form 4C: Breakdown of Costs and Form 4E: Breakdown of Out of Pocket Expenses is missing. Please share the form.	Corrigendum-I
261.	Page 102, Clause 6.11	<u>Liquidated damages:</u> If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages,	We request you to kindly amend the clause as mentioned below: If any delay in services attributable to consultant, results in extending the overall schedule for completion of the Project, then	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	Client shall be entitled to recover from consultant by way of liquidated damages an amount calculated at the rate of quarter percent (¼%) per week or part thereof for such delay, subject to a maximum of five percent (5%) of consultant's compensation.	
262.	Clause 2.2.1 Page 6	The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on Central Public Procurement Portal and on NICDC website.	To prepare a comprehensive proposal with all the tender requirements it will be tough to submit the proposal within 2 weeks of pre bid queries. Further as per the prevailing norms of state and central government a minimum of 2-3 weeks is given after receipt of replies to the queries for submission of bid. Accordingly, we request that the bid submission date may please be revised to three weeks from the receipt of your replies of our queries.	Corrigendum-I
263.	Clause 2.7.3 Point no.10 Page 11	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.	We all are aware that most of the clients do not issue completion certificates with full details as mentioned in the clause. We therefore request NICDC to allow to include relevant pages of the contract agreement or LOI or CA certified payment details or other approvals given by the Client to substantiate the required details.	Relevant/adequate proof shall be considered

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
264.	Clause 2.9.4 S.no. b Page 16	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	We request you to please include City Gas Distribution also since now almost all Integrated infrastructure projects (including DMICDC Projects) have Gas Distribution System as a part of trunk infrastructure, hence we request you to also consider them as part of evaluation.	
265.	Clause 2.9.4 S.no. e Page 17	Average annual turnover for last 3 financial years	Please clarify, whether the Lead Party of the consortium individually has to meet the INR 100 Crore turnover criteria or should meet jointly. Further to have a quality input & have transparency in the complete process we request to add an additional clause - Those firms who are not Debarred/Blacklisted/Conditional Debarment/Non-Debarment in past 5 years by any Government/Bi-Lateral/Multi-Lateral/PSU's be only allowed to participate in the bidding process. This is prevalent in all Government/Bi-Lateral/Multi-Lateral/PSU's Bid's.	Refer Form 3C

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
266.	Clause 2.9.5 S. no. a Page 18	For Eligible Projects, ongoing projects completed to 80 percent can be considered.	We request you to please consider ongoing projects completed to 50 percent, since such comprehensive projects are of long duration and take more than anticipated time to conceptualize. Accordingly request you to please consider ongoing projects with proof of their continuity.	Relevant/adequate proof shall be considered
267.		Generic	It is understood that the bidder can also use their group/parent company project credentials as for MNC's registered in India are local representatives of their foreign counterpart to have better delivery mechanism. This will also allow pooling of competencies and resources to provide the best input to you. Please confirm.	JV/consortium needs to be formed. Only the project experience of a wholly owned subsidiary can be used by the parent firm with adequate proof.
268.	Clause 2.9.4 S.no. a Page 16	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	Please clarify whether the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for evaluation if out of entire scope of the project only DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore is completed, and the project is under	Relevant/adequate proof shall be considered The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			construction. Further it shall be substantiated by client certificate/document as a proof of the same.	
269.	Clause 2.9.4 S.no. b Page 16	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	Please clarify the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for evaluation if out of entire scope of the project only design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, city gas distribution, including treatment plants) with capital costs more than Rs. 100 Crore is completed, and the project is under construction. Further it shall be substantiated by client certificate/document as a proof of the same.	Relevant/adequate proof shall be considered The condition of the RfQ cum RfP remains unchanged.
270.	Clause 2.9.4 S.no. c Page 17	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Please clarify the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for evaluation if out of entire scope of the project only Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart	Relevant/adequate proof shall be considered The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			City Project of similar nature of at least 5 sq.km. is completed, and the project is under construction. Further it shall be substantiated by client certificate/document as a proof of the same.	
271.	Clause 2.9.4 S.no. d Page 17	Project related to EIA studies and EIA clearance in last 5 years	Please clarify the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for evaluation if out of entire scope of the project only EIA studies and EIA clearance is completed. Further it shall be substantiated by client certificate/document as a proof of the same.	The condition of the RfQ cum RfP remains unchanged.
272.	Clause 2.9.5 S.no. 1 Page 17	The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include: <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage 	Since now almost all Integrated infrastructure projects (including DMICDC Projects) have Gas Distribution System as a part of trunk infrastructure, hence we request you to also consider them as part of evaluation along with components too.	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		<ul style="list-style-type: none"> • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure PPP Concessions (if any)		
273.	Clause 2.11.3 Page 19	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	We request you to allow the consultant for substitution upto maximum of 7 Key Experts out of 13 Key Experts since there are several ongoing projects due to which these experts very often switch companies. Further we request you to please remove the replacement penalty, and instead the replacement should be of better or equivalent qualification and experience. Normally in all the ongoing States & Central Govt. Tenders the replacement penalty is restricted to 5% so we request you to restrict the replacement amount. Also any replacement which is beyond the control of consultant should not invoke any penalty.	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
274.	Clause 6.5.7 Page 99	Liability of the Consultants	We request you to kindly limit the maximum liability of consultant to 10% of the professional fees of the consultant.	The condition of the RfQ cum RfP remains unchanged.
275.	Clause 6.8.2 Page 101	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	We request you to release 90% pf the payment against a particular milestone within 45 days as substantial manpower and expenses are incurred by the consultant.	The condition of the RfQ cum RfP remains unchanged.
276.	Section 5 TOR Page 59	National Industrial Corridor Development Corporation Ltd (NICDC) is undertaking the activities related to Preparation of Master Planning and Preliminary Engineering for Kopparthy Industrial Area at Kadapa in Andhra Pradesh. An area of approximately 4085.06 acres has been demarcated for the development of Kopparthy Industrial Area at Kadapa	Please clarify whether approximately 4085 acres is to be considered as project area for which the scope of activities as specified in TOR is applicable or there is some deviation in the provided area. As change in project area will impact the overall costing and hence it has to be uniform.	The condition of the RfQ cum RfP remains unchanged.
277.	Form 3B: Page 33	Format for Pre-qualification Proposal (Eligible Projects) For Eligible Projects, ongoing projects completed to 80 percent can be considered	As per RFP it is very clear that 80 percent completed projects are eligible for Pre-Qualification.	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
278.	Cl 2.5.2 / Page 7	The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals	Please allow the bidder to submit the original BG within 3-4 working days after submission of bid. Please confirm	The condition of the RfQ cum RfP remains unchanged.
279.	Cl 2.7.3 (1) / Page 11	The team leader proposed must be permanent full- time employees of the firm.	Since lot, many similar bids are invited simultaneously and few similar bids are under evaluation, it would be difficult for the consultant to propose qualified & experienced team leader who are full time employees of the firm. Therefore, we request you to modify this clause allow to propose team leader even if they are not the permanent full-time employees. In case of team leader is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the consultant and proposed team leader must be furnished mentioning his/ her availability for the project.	The condition of the RfQ cum RfP remains unchanged.
280.	Cl 2.7.3 (11) / Page 11	The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate	Subsidiary company registered / incorporated in India may be allowed to utilise the financial and technical credentials of their parent / sister concern, without forming a Joint Venture / Consortium. This will enable help in forming a consortium, where different specialised firms can get associated to offer best	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			international solutions to the client.	
281.	Cl 2.8.3/ Page 14	The Applicant shall submit the proposals online at the Central Public Procurement Portal. Proposals submitted at the client's address manually will be rejected	We request client to please clarify that in absence of DSC II/ III signature with the Lead or consortium members of the applicant, can a nominated local entity make the online submission on the portal? This would be supported by a letter of authorization to the local entity only towards submitting the bid.	The condition of the RfQ cum RfP remains unchanged.
282.	Cl 2.9.4 Page 16/17	Minimum Qualification criteria	We understand Eligible Projects/ assignments completed up to 80 percent or more, even if construction on the project has not started shall also be considered for meeting the Minimum Qualification Criteria.	Corrigendum-I
283.	Cl 2.9.4(d)/ Page 16	Project related to EIA studies and EIA clearance in last 5 years	We request you to please allow the credentials of sub- consultants under this category as this scope is usually delivered by an external sub consultant. However, its review, liasoning and correctness will lie with the Applicant. Request you to please accept	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
284.	General Query		Please allow the Indian Subsidiary of International consultancy firm to use the credential of its Parent Company (International Firm) as International capability of Indian Firm (as it is NCB) is difficult.	The condition of the RfQ cum RfP remains unchanged.
285.	Clause 2.1.11 page no. 4	Further, in the event any entity has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.	We understand that any entity which has been blacklisted or debarred earlier but at the of submission of the Bid if no blacklisting or blacklisting has been removed as on date, it is eligible for bid. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
286.	Payment to the consultant		Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
287.	Clause 2.7.3 page no. 11	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	Kindly remove the parmanent employment clause and instead of that an undertaking will be provided for availability of the Team leader for the entire duration of the project.	The condition of the RfQ cum RfP remains unchanged.
288.	Clause 2.9.4 Minimum Qualification Criteria (a) Page - 16	Experience in preparation of DPR (Detailed Project Report) / Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	Kindly modify the clause as: Experience in preparation of DPR (Detailed Project Report) /Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects with capital costs more than Rs. 300 Crore each for which Client Certification is provided. Experience of last ten years will only be considered. Please remove the requirement of Construction Work has been started.	The condition of the RfQ cum RfP remains unchanged.
289.	Clause 2.9.4 Minimum Qualification Criteria (b)	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal,	Kindly modify the clause as: Experience of engineering design of individual projects such as arterial/ collector/ local roads	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
	Page - 16	drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	(typically 12m to 70m ROW) Roads & Bridges or utility services (water supply, sewage disposal, drainage network, lake Development/protection, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	
290.	Clause 2.9.4 Minimum Qualification Criteria (c) Page - 17	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	<p>Kindly modify the clause as:</p> <p>Experience in preparation of Detailed Master Planning/ Detail Project Report of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.</p> <p>Also please remove the requirements of ;</p> <p>a. "Construction has been started"- as for Master planning project</p>	The condition of the RfQ cum RfP remains unchanged.

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			<p>construction may start after a long gap of completion of Master Planning and it is difficult to get proof of the same (construction started).</p> <p>b. "At least 1 out of the two projects shall be an international project." Otherwise allow the Indian Subsidiary of International firms (as this is a NCB) to use the credentials of the parent firms without any undertaking etc.</p>	
291.	Clause 2.9.5 Technical Evaluation Criteria (a) Page - 17	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply 	<p>Kindly modify the clause as:</p> <p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering / Detail Project Report (as masterplanning and preliminary design is very much required in DPR) / Project Management Consultancy (PMC) for Smart Cities for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		<ul style="list-style-type: none"> • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p> <p>1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p> <p>Points 25 (Max. of 5 projects to be submitted)</p>	<p>least two different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges • Water supply • Sewerage • Drainage • Lake Development/protection • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation</p>	

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			<p>of master plans and DPRs/preliminary engineering Project Management Consultancy (PMC) / for industrial estates/townships/ Smart City Projects/ special economic zones /special investment zones/ area development plans.</p> <p>1 Project seperately realated to EIA studies and EIA clearance in last 5 years also to be submitted.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p>	
292.	<p>Clause no. 2.17.3 Qualification and competence of key staff Page- 24</p>	<p>1.Team leader- Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design components of large infrastructure development projects like, SEZ’s, Industrial areas, etc. Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience.</p>	<p>Please modify the clause as below;</p> <p>Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design/PMC/Supervision components of large infrastructure development projects like, SEZ’s, Industrial areas, Smart City etc. Should have experience of being Team Leader/Deputy Team leader/ Project Director/ Project Coordinator in at least 2 earlier Infrastructure</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
			Development projects. It is desirable to have international experience.	
293.	Clause no. 2.17.3 Qualification and competence of key staff Page- 24	2.Senior Urban Planner / Senior Master Planner 3. Senior Infrastructure Planner/ Engineer	Please remove the requirements of "At least 5 out of the 15 years' experience should be international experience" As this is a NCB project so only Indian firm or Indian Subsidiary of International Firms will participate and it is difficult to get person with International Experience in Indian firms.	The condition of the RfQ cum RfP remains unchanged.
294.	Clause 6.6.2.1 Page - 100	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the	Kindly modify the clause as: The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) 6 (six) personnel and that too by only	Corrigendum-I

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthu Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause/Text in RFP	Bidder Query	Reply to Pre-Bid Query
		<p>Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p>	<p>equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> <p>It will be very difficult to get equally or better qualified personnel with reduced remuneration, so kindly allow for the substitution on same rates and remove the reduction of remuneration clause. Please also allow the replacement of Team leader because replacement will be required only for health, resignation etc. ground.</p>	
295.	<p>Clause 6.11 LIQUIDATED DAMAGES Page - 102</p>	<p>If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of</p>	<p>Kindly modify the clause as:</p> <p>If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages,</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Kopparthy Industrial Area at Kadapa in Andhra Pradesh under VCIC Project

REPLY TO PRE-BID QUERIES

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		liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	and not as penalty, @ 0.5% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 5 % of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	
296.	Clause 2.17 Tentative schedule for selection process Page 22	Proposal Due Date : 12.08.2020	We request to extend the Bid submission date and allow at least 21 working days from the date of Clarification/Corrigendum published by the Client.	Corrigendum-I