

PRE-BID QUESTIONS AND SUGGESTIONS

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
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 Uttarakhand.	Kindly confirm if this is a mandatory requirement. If so, then which town in Uttarakhand?	Refer 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 Uttarakhand, is it expected that the Consultant will work closely with local agencies in the state? What would be the role of the local agencies? 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 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.
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;	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. 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: <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.
6.	Page 11; 2.7.3; 1	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all ...	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. OR Kindly consider the following: “The team leader proposed must be full-time employee of the firm at the time of contract	The condition of the RfQ cum RfP remains unchanged.

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			signing ...”	
7.	Page 17; 2.9.4; e	Average annual turnover for last 3 financial years	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.	Refer 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 years ago.	The condition of the RfQ cum RfP remains 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?	Refer 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 may 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.	Refer Corrigendum-I
14.	Page 25; 2.17.3; 3	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 experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	We suggest that requirement of 5 years of international experience may please be removed for Senior Infrastructure Planner/ Engineer as the project will follow Indian codes and standards and relevant experience in State of Uttarakhand 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/	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	The condition of the RfQ cum RfP remains unchanged.

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		engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	shall be carried by the successful Contractor. Therefore, it is request you to kindly delete the called requirement, as third-party check shall require 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 condition is usually 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 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 the data based on specific request by the consultants.	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.
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 report, if any, will be shared with the successful bidder
22.	Page 64; 5.5.3.2	The Consultant shall include analysis of information collected in the Technical Assessment Report and Design Basis Report as part of this stage of works. Previous reports and studies shall be available for scrutiny of the Applicant prior to Proposal Due Date at Client's office. A list of available reports includes "The Overall Perspective Plan for the Region".	We kindly request that reports and studies may please be made available in PDF soft copy under a non-disclosure agreement. A multi-disciplinary scrutiny of the reports is required which is not possible in person with physical presence due to the current scenario.	The condition of the RfQ cum RfP remains unchanged.
23.	Page 64/ 65; 5.5.3.3	The Consultant shall assess the site in terms of various parameters such as but not limited to topography, vegetation, soil conditions, drainage system, existing village settlements locally called "Gramakantham" areas and climate. The Consultant	Kindly clarify if the term "Gramakantham" is used in Uttarakhand also. If not, please help identify the applicable term.	Refer Corrigendum-I

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		shall highlight the learning from this study and demonstrate their usefulness as an input to various stages of this assignment in the Technical Assessment Report.		
24.	Page 65; 5.5.3.4	The existing situation assessment is to done as part of the Technical assessment report shall include the following ...	Please confirm our understanding that existing situation assessment will be based on readily available secondary data only.	The condition of the RfQ cum RfP remains unchanged.
25.	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.
26.	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.	Refer Corrigendum-I
27.	Page 68; 5.10.1.2	Guidance for development of street and information signage according to branding guidelines and brand identity material established for the development	Is the Consultant expected to develop the branding guidelines and brand identity material? Please clarify.	The condition of the RfQ cum RfP remains unchanged.
28.	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.
29.	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.
30.	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.
31.	Page 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.
32.	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.
33.	Page 74; 5.12.4.9; c	Preliminary design of structures like bridges, underpasses, flyovers, pedestrian underpasses/ crossings, ROBs, indicating the approximate sections	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.

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		and GAD		
34.	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.
35.	Page 76; 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.
36.	Page 77; 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 required during the project.	The condition of the RfQ cum RfP remains unchanged.
37.	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.
38.	Page 81; 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.
39.	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.
40.	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.	Refer Corrigendum-I
41.	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.
42.	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 removed for the Consultant's purview. The Consultant will continue to provide technical assistance for such	The condition of the RfQ cum RfP remains unchanged.

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			notification to take place.	
43.	Page 102; 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.
44.	Page 103; 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.
45.	Page 107; 6.5.8; 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 Effective Date ...	It is suggested that the tenure of Professional Liability Insurance (PLI) should not exceed duration of the agreement or a period of 2 years after expiry or termination whichever is earlier.	The condition of the RfQ cum RfP remains unchanged.
46.	<u>2.11.3</u>	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	Considering the pandemic situation and reshuffling of experts in changing market, We request you to amend this clause to replace the expert with better education and experience in case of substitution and no financial deduction should occur.	The condition of the RfQ cum RfP remains unchanged.
47.	<u>2.17.3</u>	Water supply and Waste Water expert Should have bachelor's in civil engineering preferably master's in public health engineering /Environmental Engineering with experience in	We request client to allow Bachelor's in Environmental Engineering as well as Master's in Environmental Engineering is already permitted. Competence can be modified as:	The condition of the RfQ cum RfP remains unchanged.

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		planning and designing of water supply/ waste water systems for large townships/ industrial estates. The experience in collection system, pump stations, wastewater recycle& reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.	Should have bachelor's in civil engineering/ environmental engineering preferably master's in public health engineering /Environmental Engineering with experience in planning and designing of water supply/ waste water systems for large townships/ industrial estates. The experience in collection system, pump stations, wastewater recycle& reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.	
48.		Financial/Market Expert Should be an MBA (Finance) / Master's degree in Economics with relevant experience in working on financial/market and estimating financial/Economic IRR for large scale planning and infrastructure projects. Experience in both EPC and PPP projects will be preferred	We request client to allow Chartered Account/ Chartered Financial Analyst or Master's in Economics/ Finance as major subject also as a qualification to qualify for the position.	The condition of the RfQ cum RfP remains unchanged.
49.	2.17	Proposal Due Date	We request client to provide at least 4 weeks of time after response to pre bid queries to prepare quality proposal as the pandemic situation is not allowing the Consultants to open office having an impact on the working efficiency.	Refer Corrigendum 1
50.		Full Time permanent staff	Considering the pandemic situation and staff attrition, we request you to reduce the marks allocated for staff association with particular firm.	The condition of the RfQ cum RfP remains unchanged.
51.	Form 3B & 3I	Projects Experience without the Client certificate will not be evaluated. 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	We understand that in case of non-availability of client's certificate, LOA and copy of contract shall be accepted as proof of experience. Generally, all the information pertaining to contract is not available in client's certificate and thus we understand that relevant pages from contract shall be accepted for evaluation. Please confirm.	Relevant and adequate proofs shall be considered.
52.	Section 4	Form 4D: Breakdown of Remuneration Of key staff Form 4E: Breakdown of Out of Pocket Expenses	As indicated in TOC of Section 4, Form 4D and Form 4E are missing.	Refer Corrigendum 1
53.	Section 5, TOR	An area of approximately 1002.15 acres has been demarcated for the development of Khurpia Farm at Udham Singh Nagar District in Uttarakhand.	We request client to share clearer map along with land acquisition status of the area.	Refer Corrigendum 1
54.	5.2.2, Proof Checking	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.	As per our understanding, this comes into scope of EPC contractor appointed after preliminary design engineering. It is suggested that this clause be deleted as consultant under this scope shall be performing preliminary design only and not detailed design. Please consider	The condition of the RfQ cum RfP remains unchanged.

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55.	<u>5.5.2.1</u>	Also, the procurement of the satellite imagery is the responsibility of the consultant	Procurement of satellite imagery is a time-consuming task and we request SPV to procure it on their behalf and Consultants shall assist SPV /client technically. The available imageries are generally best for preparation of Base Map and subsequently a fresh survey will be carried out using UAV which shall capture latest / precise information. Please confirm our understanding.	The condition of the RfQ cum RfP remains unchanged.
56.	<u>5.13.4-</u>	Project related to EIA studies and EIA clearance in last 5 years. The Selected Consultant/s are required to prepare Environmental Impact Assessment of the project area and prepare EIA & EMP report as per the EIA Notification, 2006 and subsequent amendments, Technical EIA manual for Industrial Estate and standard ToR of MoEF&CC.	We understand the detailed intent and scope for EIA/EC works required for subject industrial corridor. We also understand that these norms and procedures are specific with India and have to adhere MoEF requirements. In view of the same, related to the requirement of one such eligible project for EIA category as per Clause 2.9.4 (d), Pg. 17 and Clause 2.9.5 (a), Page 18, the Consultant is required to showcase similar experience in EIA / EC clearance as per / with MoEF guidelines with a project only in India. Please confirm our understanding	The condition of the RfQ cum RfP remains unchanged.
57.	<u>5.14.1</u>	Handholding and assistance to client	We request client to clear the scope during handholding period and timelines for the handholding period as there is mismatch in timelines indicated in datasheet and deliverables timeframe.	Refer Corrigendum 1.
58.	<u>6.3.5</u>	Force Majeure	Kindly include into the list of events COVID-19 like pandemic which could impact the working of the project activities due to resulting lockdowns and similar situations as per the advisory issued by Central Government. Suggested clause may be reviewed for consideration: The parties acknowledge that the situation concerning the Covid-19 virus and the uncertainty it creates may affect the fulfilment of the parties' obligations under this Contract. The consequences of the Covid-19 virus, as well as the consequences of the instructions and recommendations given and to be given by the government in this respect, or measures taken and to be taken by the government (hereinafter jointly referred to as: Government measures), have therefore not been taken into account in the offer. [unless otherwise indicated in the offer] The parties mutually declare that the consequences of the situation concerning the Covid-19 virus constitute a circumstance that cannot be attributed to the Consultant and that the Consultant is entitled to any necessary extension of the term and reimbursement of costs in respect of those consequences. The parties will continue to consult with each other as much as possible during the performance of the work and will inform each other of any disruptive and/or delaying circumstances with respect of the performance of the Contract and discuss the possible consequences thereof for the progress of the Contract. If the work has to be performed at an agreed location (hereinafter referred to as: Site) and this work does not take place at the Site, or does not take place on time or at all, due to or because of the Government measures, the Client and the Consultant shall identify the risks of visiting and/or carrying out the work at the Site, discuss the possibilities and the Client shall ensure adequate safety measures prescribed by the government and/or the end customer and/or the Consultant pursuant to the Government	The condition of the RfQ cum RfP remains unchanged.

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			measures. The Consultant may suspend and/or terminate the Contract in whole or in part and is not liable for any penalty and/or damage resulting from this if: a. The Government measures make further execution of the Contract wholly or partly impossible. b. the Consultant and/or the government qualifies the relevant Site or part thereof as a 'high risk area' because of the Covid-19 virus and/or the Government Measures	
59.	<u>6.8.2</u>	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 that 80% payment due be released against a milestone to maintain a healthy cashflow as the comments/ approval from state govt. generally takes time which is beyond the reasonable control of the consultants.	The condition of the RfQ cum RfP remains unchanged.
60.	<u>6.11</u>	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.	We suggest to remove the said clause from the contract as in where several stakeholders are to be concerned and EIA and procurement of satellite imagery are time taking process and beyond the consultant's control, Consultants shall not be penalised for weekly delays.	The condition of the RfQ cum RfP remains unchanged.
61.	<u>2.17</u>	Proposal Due Date: 22.09.2020	The client is requested to allow a 4-week time from the date of uploading clarifications on the website for preparation and submission of quality proposal.	Refer Corrigendum 1
62.			Considering the bid capacity and limited number of resources available with consultancy firms, may we please request NICDC to add a clause in order to restrain consultancy firms from winning multiple NICDC assignments ensuring quality of deliverables is maintained, as was the case in earlier projects (namely Krishnapatnam, Tumakuru, Dighi etc.). The clause is being reproduced for your ready reference and review, as follows: "Consultants who are working on three or more similar type of projects managed by NICDC or its related SPV's are not-eligible to bid on this project considering the limited no. of resources available with consultants and capacity of bidder to work on such assignments. "	Refer Corrigendum 1
63.	2.1.2	We have understood that mode of proposal submission is online only. Kindly confirm.		Refer Corrigendum 1
64.	2.17.1 (reference to 2.7.6)			Only the documents as mentioned in the RfQ cum RfP to be submitted in hard copy
65.	2.9.4	<ul style="list-style-type: none"> We have understood the single entity or a member of a consortium being an Indian (incorporated under Companies Act 2003) 		To use the financial and technical credentials of a parent company, the company has to be a

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
		<p>subsidiary of the foreign parent holding company can participate in the subject bid using the technical and financial credentials of the said parent holding company. Kindly confirm.</p> <ul style="list-style-type: none"> We have understood that the The "Minimum Qualification Criteria" can be met jointly by the consortium members. 		consortium partner of the parent company.
66.	2.17	Kindly allow an extension of at least 20 days to prevailing bid due date.		The condition of the RfQ cum RfP remains unchanged.
67.	2.17.3, Sl. No. 1	Kindly allow a person with 15 years of total experience as Team Leader.		The condition of the RfQ cum RfP remains unchanged.
68.	5.9.3	We have understood that the consultant's scope will be limited to provide technical assistance to the client for the purpose of obtaining approval from SPV/Special Planning Authority (SPA) or local authority. Please confirm.		The condition of the RfQ cum RfP remains unchanged.
69.	6.6.2.1	Requesting allow the replacement with the limit of 4 personnel at the equivalent rate, to be quoted by the bidder.		The condition of the RfQ cum RfP remains unchanged.
70.	6.11	Requesting to revise the liquidated damage as 0.5% of the contract fees for each week subject to a maximum of 5% of the total contract fees.		The condition of the RfQ cum RfP remains unchanged.
71.	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").	<p>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).</p> <p>Kindly accept and confirm.</p>	The condition of the RfQ cum RfP remains unchanged.
72.	Clause 2.6.4 point 6, Pg 9	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; or	<p>We understand there will not be any conflict of interest as we have prepared the overall perspective plan for AKIC and Concept Master Planning for Khurpia- Prag Farm IMC site.</p> <p>Please clarify.</p>	The condition of the RfQ cum RfP remains unchanged.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
73.	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.	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.
74.	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.	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.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
75.	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.	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.
76.	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.	We understand 'Urban Infrastructure' includes (a) Water/Wastewater/Sewerage/ Drainage Infra; (b) Urban Roads and Bridges; (c) Flyover; (d) Public Transit/Bus Rapid Transit System. Kindly confirm	The condition of the RfQ cum RfP remains unchanged.
77.	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.	We understand 'Project Management Consultancy' and/or 'Infrastructure Support' services which include 'design' as a key component would be eligible under this criterion	The condition of the RfQ cum RfP remains unchanged.
78.	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.	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.
79.	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.	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;	Relevant documents will be considered as proof. The condition of the RfQ cum RfP remains unchanged.
80.	Clause 2.9.4 Min Qualification	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk	Since, only executed projects are being considered, request for relaxation of time period beyond	The condition of the RfQ cum RfP remains

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
	Criteria, Pg 16	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.	10 years, till about 15 years. Kindly consider and confirm.	unchanged.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
81.	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.	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.
82.	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.	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.
83.	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.	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.
84.	Clause 2.9.4 Min Qualification Criteria, Pg 17	c) At least 1 out of the two projects shall be an international project.	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 confirm,	Refer Corrigendum 1
85.	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.	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;	Relevant documents will be considered as proof. The condition of the RfQ cum RfP remains unchanged.
86.	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.	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.
87.	Clause 2.9.5 (a) Technical Evaluation Score, Pg 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.	Kindly rephrase tomaster planning AND/OR preliminary engineering,	The condition of the RfQ cum RfP remains unchanged.
88.	Clause 2.9.5 (a) Technical Evaluation Score, Pg 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	<ul style="list-style-type: none"> • We also suggest to have exclusive marking 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. 	The condition of the RfQ cum RfP remains unchanged.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
		three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification.		
89.	Clause 2.9.5 (a) Technical Evaluation Score, Pg 18	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	Including EIA, a maximum of 6 projects has been asked to be included to achieve 25 marks. Kindly confirm.	Please refer Corrigendum 1.
90.	Clause 2.9.5 (a) Technical Evaluation Score, Pg 18	For Eligible Projects, ongoing projects completed to 80 percent can be considered.	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.	Please refer Corrigendum 1.
91.	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 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.	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.	Please refer Corrigendum 1.
92.	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	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.	Consultant shall propose the man months as desired with at least 70 man months.
93.	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	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.	The condition of the RfQ cum RfP remains unchanged. Minimum criteria has to be met as per RFQ cum RfP
94.	Clause 2.17.4, Pg 28, Evaluation criteria for Key	Overseas/ International experience-10%	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 therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
	personnel/ staff			
95.	Clause 2.17.4, Pg 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	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
96.	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. Kindly share with us the Nodal Agency of State Government for the projects. 	The condition of the RfQ cum RfP remains unchanged

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
97.	Clause 6.11 Liquidated damages, Pg 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.	<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 unchanged
98.	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
99.	Clause 2.7.6 of Data sheet, Pg 23	The last date of submission of Proposal is 22.09.2020 before 3:00 pm (IST).	<ul style="list-style-type: none"> We request for 2 weeks' timeframe for submission of bids, after receiving pre-bid clarifications. 	Refer Corrigendum 1
100.	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/ parent company, incorporated outside India can be a consortium member. Please confirm.	Your understanding is correct.
101.	2.1.22; Page No 6	Project Office: Consultant is advised to have their main Project Office in Uttarakhand.	<p>We understand that the key staff for all the engineering and master planning aspects can work from head office. The same would be available at all times to the client for any meeting/ consultation with any stakeholder subject to clients' notice.</p> <p>Thus, requesting the client to consider removing this clause.</p>	The condition of the RfQ cum RfP remains unchanged
102.	2.7.3 (12); Page No 11	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 be fielded.	In light of National Competitive Bidding; it is requested to relax the above clause requiring key personnel from group/ parent company/ sister concern of parent company to be fielded.	The condition of the RfQ cum RfP remains unchanged
103.	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	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
104.	2.7.12 (2); Page	The Financial Proposal shall take into account all the	Requesting the client to please clarify if all taxes imposed by the Government of India from time	Consultant shall be paid only GST over and

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client												
	<p>No 14 & 2.9.9; Page No 18 & Form 4B: Summary of Costs; Page No 58 & Special Conditions of Contract; 6.1.7: Taxes and Duties; Page No 106</p>	<p>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.</p> <p style="text-align: center;">&</p> <p>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.</p> <p style="text-align: center;">&</p> <table border="1" data-bbox="439 1325 1023 1535"> <thead> <tr> <th>Item</th> <th>Amount in words</th> <th>Amount in figures Cost (INR)</th> </tr> </thead> <tbody> <tr> <td>Costs of Financial Proposal (including all other taxes)</td> <td></td> <td></td> </tr> <tr> <td>GST</td> <td></td> <td></td> </tr> <tr> <td>Total cost of Financial Proposal (including GST)</td> <td></td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">&</p> <p>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</p>	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)			<p>to time such as Krishi Kayan Cess, Swacch Bharat Cess etc. would be reimbursed as per actuals at the time of billing and the associated costs towards such cess and taxes are to be excluded from the Financial proposal.</p>	<p>above the cost of Financial Proposal as stated in the RfQ cum RFP.</p>
Item	Amount in words	Amount in figures Cost (INR)														
Costs of Financial Proposal (including all other taxes)																
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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client									
		<ul style="list-style-type: none"> • 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"> • ICT Infrastructure 										
108.	2.9.5 (a): Technical Evaluation Criteria; Page No 17	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Clause</th> <th style="width: 70%;">Evaluation Criteria</th> <th style="width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(a)</td> <td> <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) </td> <td style="text-align: center;">25 (Max. of 5 projects to be submitted)</td> </tr> <tr> <td></td> <td> <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> </td> <td></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) 	25 (Max. of 5 projects to be submitted)		<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>In international assignments it is often seen that master planning and engineering are often 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.</p> <p>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) 	25 (Max. of 5 projects to be submitted)											
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109.	2.17.2; Page No 24 & Form 3K: Team Composition and Task Assignments;	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 the inputs of key staff are completed in other ongoing assignments.</p> <p>It is requested that International staff proposed in earlier bids maybe exempted from the above clause.</p>	The condition of the RfQ cum RfP remains unchanged									

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
	Page No 51		It also requested that key staff such as Urban Designer, Sr. Urban Planner and Landscape Architect maybe exempted especially since their inputs are limited to master planning stage.	
110.	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 highly competent Freelance Team Leader with a dedicated work contract for the project duration.	The condition of the RfQ cum RfP remains unchanged
111.	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
112.	2.17.3: Senior Infrastructure Planner/ Engineer; 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
113.	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.	Refer Corrigendum 1
114.	Form 3C: Format for Pre-qualification Proposal; Page No 34	Average Annual turnover of Applicant	We request that Provisional Turnover Certificate for Financial Year 2019-20 be considered if the statutory audited certificate is unavailable. Kindly confirm.	Refer Corrigendum 1
115.	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 	In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.	The proof provided should be from reliable source and adequate

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Khurpia Farm at Udham Singh Nagar District in Uttarakhand under AKIC Project

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
		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.	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.	
116.	Form 3 L: Curriculum Vitae (CV) for Proposed Professional Staff; Page No 52	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 due to page restrictions on the CV.	The condition of the RfQ cum RfP remains unchanged
117.	5.2.2; Page No 60	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.	We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third party proof check, maybe be considered as part of consultant's scope	The condition of the RfQ cum RfP remains unchanged
118.	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
119.	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/ state level nodal agency. Please confirm.	The condition of the RfQ cum RfP remains unchanged
120.	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	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/ state level nodal agency. 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 Khurpia Farm at Udham Singh Nagar District in Uttarakhand under AKIC Project

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		are responsible for giving presentation at various stages/to various authorities for Forest Clearance & Wildlife Clearance.																																																														
121.	5.14 (3); Page No 87	<p>Deliverables and Timeframe</p> <table border="1" data-bbox="477 491 1050 1020"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr><td>1</td><td>Inception report</td><td>D+15 days</td></tr> <tr><td>2</td><td>Market demand analysis</td><td>D+1.5 month</td></tr> <tr><td>3</td><td>Final Base map</td><td>D+3 months</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>D+4 months</td></tr> <tr><td>5</td><td>Preliminary master plan report</td><td>D+5 months</td></tr> <tr><td>6</td><td>Submission of Terms of References (ToR) application to MoEF&CC</td><td>D+5 months</td></tr> <tr><td>7</td><td>Final Master plan report including landscape plans, cost estimates and preliminary financial model</td><td>D+8 months</td></tr> <tr><td>8</td><td>Marketing/Branding strategies</td><td>D+8.5 months</td></tr> <tr><td>9</td><td>Final plot control sheets with geo referenced layout plan</td><td>D+9 months</td></tr> <tr><td>10</td><td>Acceptance of draft EIA report by State Pollution Control Board for conducting Public Hearing.</td><td>D+9 months</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>D+10 months</td></tr> <tr><td>12</td><td>Notification of the final master plan</td><td>D+11 months</td></tr> <tr><td>13</td><td>Design basis report</td><td>D+11 months</td></tr> <tr><td>14</td><td>Draft preliminary design report including detailed economic analysis with 3D model and BIM model</td><td>D+13 months</td></tr> <tr><td>15</td><td>Issuance of Final EIA clearance by MoEF&CC</td><td>D+13 months</td></tr> <tr><td>16</td><td>Final preliminary design report, tender packages and EPC documents</td><td>D+15 months</td></tr> <tr><td>17</td><td>Support in Selection of EPC/DB contractor(s)</td><td>D+20 months</td></tr> <tr><td>18</td><td>Approval of GFC's</td><td>D+26 months</td></tr> <tr><td>19</td><td>Handholding and assistance to client</td><td>D+36 months</td></tr> </tbody> </table> <p>D*-Start date of assignment</p>	S. No	Milestone	Duration	1	Inception report	D+15 days	2	Market demand analysis	D+1.5 month	3	Final Base map	D+3 months	4	Land suitability analysis, land zoning plan and technical assessment report including identification of external infrastructure requirements	D+4 months	5	Preliminary master plan report	D+5 months	6	Submission of Terms of References (ToR) application to MoEF&CC	D+5 months	7	Final Master plan report including landscape plans, cost estimates and preliminary financial model	D+8 months	8	Marketing/Branding strategies	D+8.5 months	9	Final plot control sheets with geo referenced layout plan	D+9 months	10	Acceptance of draft EIA report by State Pollution Control Board for conducting Public Hearing.	D+9 months	11	Preparation and submission of final master plan and necessary documents for obtaining Statutory approvals from the competent authority.	D+10 months	12	Notification of the final master plan	D+11 months	13	Design basis report	D+11 months	14	Draft preliminary design report including detailed economic analysis with 3D model and BIM model	D+13 months	15	Issuance of Final EIA clearance by MoEF&CC	D+13 months	16	Final preliminary design report, tender packages and EPC documents	D+15 months	17	Support in Selection of EPC/DB contractor(s)	D+20 months	18	Approval of GFC's	D+26 months	19	Handholding and assistance to client	D+36 months	<p>Based on experience from similar assignments it is felt that the time period given for completion of base map (i.e. 3 months) is insufficient and should be increase to at least 5 months considering the level of effort involved and the fact that procurement of satellite imagery can take a lot of time if detailed images are not available for site.</p> <p>The total assignment duration maybe kept same by adjusting delivery time of other milestones.</p> <p>Requesting the client to please consider.</p>	The condition of the RfQ cum RfP remains unchanged
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123.	6.3.2: Commencement of Services; Page No 97	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																																																												
124.	6.3.5: Force Majeure; Page No 97	<p>6.3.5 Force Majeure</p> <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</p>	<p>As per accepted best practices for contract, we recommend the following definition for "Force Majeure" to be considered:</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</p>	The condition of the RfQ cum RfP remains unchanged																																																												

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		<p>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 cessation of such event of Force Majeure; and</p> <p><i>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</i></p>	<p>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>Our suggestion for modification would be considered and modified during execution of the contract, please confirm.</p>	
125.	6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 101	<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>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.</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>
126.	6.8.2: Payment	<p>The client will release 60% payment due against a</p>	<p>We request that this breakup be made 80% within 45 days in case comments are not received</p>	<p>The condition of the RfQ cum RfP remains</p>

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	to the Consultants; Page No 101	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.	from Client/ stakeholders. This is particularly requested as it impacts staffing and budgeting if the State Government Approvals do not come in time for the next deliverable. This change will significantly improve the cash flow for the consultant in case of delays, which invariably crop up in planning stages of a project.	unchanged
127.	6.11: Liquidated Damages; Page No 103	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, liquidated 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
128.	6.13.2; Page No 104	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 the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to	As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value. Please confirm.	The condition of the RfQ cum RfP remains unchanged

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		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.																																																																	
129.	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																																																															
130.	6.8.1: Payment Terms; Page No 108	<p>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</p> <table border="1" data-bbox="439 1024 1023 1581"> <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> <tr><td colspan="3">D*-Start date of assignment</td></tr> </tbody> </table> <p>1. Milestone No. 3: Final Base map 2. Milestone No. 11 & 12: Preparation and submission of final master plan and necessary documents for obtaining Statutory approvals from the competent authority; and</p>	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	D*-Start date of assignment			<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; and the procurement of satellite imagery. This is a time taking and physical resource intensive 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 (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. 3. 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. 	The condition of the RfQ cum RfP remains unchanged
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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																																																																	
D*-Start date of assignment																																																																			

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Khurpia Farm at Udham Singh Nagar District in Uttarakhand under AKIC Project

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
		Notification of the final master plan 3. Milestone No. 14: Draft preliminary design report including detailed economic analysis with 3D model and BIM model		
131.	6.13.12; Page No 108	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. Request you to please consider the same.	The condition of the RfQ cum RfP remains unchanged
132.		Considering the Covid 19 pandemic; we request the client to allow a bid extension of 21 days from date of issuance of clarifications.		Refer Corrigendum 1

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
133.	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.	Refer Corrigendum 1
134.	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.
135.	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.	The condition of the RfQ cum RfP remains unchanged
136.	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 Note 1.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
137.	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.	The condition of the RfQ cum RfP remains unchanged
138.		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.
139.	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 construction. Further it shall be substantiated by client certificate/document as a proof of the same.	The condition of the RfQ cum RfP remains unchanged. Relevant adequate proof shall be considered.
140.	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.	The condition of the RfQ cum RfP remains unchanged. Relevant adequate proof shall be considered.

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
141.	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 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.	The condition of the RfQ cum RfP remains unchanged. Relevant adequate proof shall be considered.
142.	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.
143.	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.
144.		<ul style="list-style-type: none"> • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) 		

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	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
145.	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.	Refer Corrigendum 1.
146.	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.
147.	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.
148.	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 Khurpia Farm at Udham Singh Nagar District in Uttarakhand. An area of approximately 1002.15 acres has been demarcated for the development of Khurpia Farm at Udham Singh Nagar District in Uttarakhand.	Please clarify whether approximately 1002.15 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.

	Reference in RFP	Reference Text in RFP	Question/ Suggestion	Response from Client
149.	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.	Refer Corrigendum 1.