

**Corrigendum-1**  
**Selection of Third-Party Evaluator for Evaluation of Industrial Corridor Projects in India**

S. No	Original Clause	Revised Clause
1	<p>Clause 2.6.3            An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project</p>	<p>Clause 2.6.3            An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. <del>Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project</del></p>
2	Last date of submission	28 <sup>th</sup> October, 2020 till 3:00 PM

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Sr. No.	Clause	Queries	Response from NICDC
<b>MAZARS</b>			
	<p>2.9.5 Minimum Qualification Criteria (a) Page-17 Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the "Eligible General Assignments") Minimum one project must be from Infrastructure Sector. The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD. The projects submitted should have been started in the last 5 years</p>	<p>It is requested to consider the Transaction Advisory projects such as Bid Process Management, Technical and Financial Assessment and evaluation etc.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>2.9.5 Minimum Qualification Criteria- (b) Page-18 Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the "Eligible Specific Assignments") Minimum one project must be from Infrastructure Sector. The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 20 (twenty) lakhs for such assignment before the PDD. The projects submitted should have been started in</p>	<p>It is requested to consider projects such as feasibility study, proposal Evaluation (Technical and Financial) Programme Monitoring, Monitoring and Competitive Review, Merger &amp; Acquisition in India and abroad and for private and public sector clients.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	the last 5 years		
<b>Deloitte</b>			
	Section 2. Eligibility of Applicants, Clause No. 2.6.3; Page 9 Conflict of interest which may effect the selection process or the consultancy	We understand that “similar projects” is restricted to “detailed master planning / preliminary engineering” only and does not relate to “preparation of perspective plan / concept plan”. Further the conflict is applicable only for DMIC, AKIC, CBIC, BMIC and VCIC leg as part of ECEC, and not to other corridors / other legs of these corridors.  We would like to clarify whether undertaking this assignment would rule out consultants from downstream concept / perspective plan / master planning for industrial / economic corridor work initiated by NICDC or by any bilateral / multilateral development agencies?	Kindly refer Corrigendum - 1 in this regard.
	Section 2. Instructions to Consultants, 2.7 Preparation of Proposal, Clause No. 2.7.3 (1); Page 12 The team leader proposed must be permanent full-time employee of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	It is understood that, the team leader can be a permanent full-time employee of any of the Consortium member. Similarly, other key staff can be also be either permanent fulltime employees or full-time contract employees of any of the consortium members. Please clarify.	The understanding is correct. The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.9 Proposal evaluation, Clause No. 2.9.5 Minimum Qualification Criteria, (a) & (b), Page 18 “Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal,	We would request for the following to be included: “Advisory/Consultancy assignments on Industrial Development Strategy / Industrial Investment Promotion/ Industrial or Economic Corridor Development / Industrial City Planning Strategy /	The conditions of the RfQ cum RfP remains unchanged.

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	<p>multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”)</p> <p>“Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p>	<p>Integrated Industrial Townships / Planning of large area industrial developments such as Mega Industrial Hubs, NIMZs, SIRs, etc.” Please confirm.</p> <p>Further, if an assignment has scope either related to design (or) implementation (or) evaluation, the same will be considered eligible assignment? Also, we would request to consider projects in the last 10 years.</p>	
	<p>Section 2. Instructions to Consultants, 2.9.6. Technical Evaluation Criteria: 2.9.6 (a) Experience of the consultants related to the Assignment, Page 18</p> <p>Experience of the consultants related to the Assignment.</p> <p>The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years.</p> <p>Minimum Two projects in each category must be from Infrastructure Sector.</p> <p>The marks shall be awarded for:</p> <p>(i) the comparative size and quality of Eligible General and Specific Assignments;</p> <p>(ii) overall professional income, experience and capacity of the firm.</p>	<p>We seek clarification on the scoring criteria to be followed for following aspects:</p> <ul style="list-style-type: none"> <li>• What will be the basis for award of marks under point no. (i) in terms of size and quality of credentials submitted - will the cumulative engagement value across all credentials considered or would it be limited to the top 5 credentials which are relevant to the engagement for purposes of ascertaining comparative size. Further, what will be the basis for consideration of the quality of engagements submitted</li> <li>• In addition to judgement on specific engagements for this opportunity, how would the experience and capacity of the firm be ascertained. Is there a</li> </ul>	<p>Detailed evaluation criteria will be prepared by the evaluation committee.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		step marking proposed for the total professional income of the firm? If yes, please elaborate on the same.	
	<p>Section 2. Instructions to Consultants, 2.11 Negotiation, 2.11.3 and 2.11.4, related to replacement of key personnel, Page 20</p> <p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.</p> <p>2.11.4 Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>We would like to request the present clause to be modified as follows:</p> <p>2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, provided the substitution is not on account of replacement of key personnel who may have tendered their resignation. There will be a reduction of five (5%) percent of the remuneration agreed for the Original Key personnel against the replacement in such cases.</p> <p>2.11.4 Thereafter reduction at the rate of additional 5% of the original quoted rates in respect of each subsequent</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		replacement i.e. 90%, 85% and so on.	
	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (1) Team Leader, Page 24 Minimum No. of years of Professional Experience - 15 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience - 10 years	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (2) Deputy Team Leader, Page 25 Minimum No. of years of Professional Experience - 12 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience - 8 years	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (3) Finance Specialist, Page 25 Minimum No. of years of Professional Experience - 10 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience - 8 years	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (4) Urban Planning Lead, Page 26 Minimum No. of years of Professional Experience - 10 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience - 8 years	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (2) Deputy Team Leader, Page 26 S/He should have an experience of minimum 5 years in Industrial Infrastructure sector	In the line with scope of work we request you to modify the evaluation criteria as follows: S/He should have an experience of minimum 3 years in Infrastructure sector or in any other relevant projects	The conditions of the RfQ cum RfP remains unchanged.

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	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (3) Finance Specialist, Page 26 S/He should have an experience of minimum 5 years with Infrastructure sector projects.	In the line with scope of work we request you to modify the evaluation criteria as follows: S/He should have an experience of minimum 3 years in Infrastructure sector or in any other relevant projects	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (4) Urban Planning Lead, Page 26 Minimum 6 years of experience in the field of Urban planning and infrastructure management or in any other relevant area.	In the line with scope of work we request you to modify the evaluation criteria as follows: Minimum 3 years of experience in the field of Urban planning and infrastructure management or in any other relevant area.	The conditions of the RfQ cum RfP remains unchanged.
	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: D. Association with the Firm, Page 27 Association with the Firm. D2. Years of association	Kindly elaborate on scoring criteria. Also, to encourage the third party evaluator to propose best of the talent basis the Terms of Reference of the current project, the association with the firm criteria can be relaxed as the proposed resource may have the relevant experience as part of his employment with previous firms.	Detailed evaluation criteria will be prepared by the evaluation committee. The conditions of the RfQ cum RfP remains unchanged.
	Section 3. Technical Proposal – Standard Forms Form 3B: Format for Pre-qualification Proposal (Eligible Projects), Page 32 <ul style="list-style-type: none"> <li>• Projects Experience without the client certificate will not be evaluated</li> <li>• For Eligible Projects, only completed projects can be considered</li> </ul>	We request you to kindly modify the criteria as follows: <ul style="list-style-type: none"> <li>• Projects experience without the work order / contract / engagement letter / self-certification as documentary proof for assignments will not be evaluated</li> <li>• For Eligible Projects, only completed projects or ongoing projects (whose start date is within last 5 years from the date of issuance of this RFP) can be considered</li> </ul>	The conditions of the RfQ cum RfP remains unchanged.

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	<p>Section 3. Technical Proposal – Standard Forms Form 3E: Format for Power of Attorney for Authorized representative, page 38</p> <p>Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to <b>sub- delegate to any person</b>, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by National Industrial Corridor Development Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority.</p>	<p>Request to delete the word “sub- delegate to any person”.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 3. Technical Proposal – Standard Forms Form 3I: Applicant’s experience, Page 49</p> <ul style="list-style-type: none"> <li>• Projects without the proof of experience from client will not be considered for evaluation.</li> </ul>	<p>We request you to kindly modify the criteria as follows:</p> <ul style="list-style-type: none"> <li>• Projects without the proof of experience (work order / contract / engagement letter / self-certification as documentary proof for</li> </ul>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>



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	<ul style="list-style-type: none"> <li>• For Eligible Projects, only completed projects can be considered</li> </ul>	<p>assignments) from client will not be considered for evaluation</p> <ul style="list-style-type: none"> <li>• For Eligible Projects, only completed projects or ongoing projects (whose start date is within last 5 years from the date of issuance of this RFP) can be considered</li> </ul>	
	<p>Section 5. Terms of Reference 5.1 Background, Page 62 “Note: Apart from the above nodes under implementation, the other identified nodes as per the perspective plans of all the corridor mentioned in Clause 5.1 above to be evaluated for potential development based on the progress made.”</p>	<p>We request you to kindly provide the details of other identified nodes in CBIC, AKIC, BMIC and VCIC for better understanding and effort estimation.</p>	<p>NICDC/DPIIT website can be referred in this regard. The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 5. Terms of Reference 5.7 Delivery Milestones and Timelines, Page 67 The milestones and timelines of the assignment are given in the table below:</p> <ul style="list-style-type: none"> <li>• Award of contract - T</li> <li>• Inception report - T+15 days</li> <li>• Mid-term report - T+45 days</li> <li>• Draft evaluation report - T+75 days</li> <li>• Sign-off on the Final Evaluation Report - T+105 days</li> </ul>	<p>Considering the coverage of the projects across the country, we believe that proposed project duration would need to get extended. Hence we would like to request you to kindly consider the extension in project duration. Accordingly, the clause can be modified as below.</p> <p>The milestones and timelines of the assignment are given in the table below:</p> <ul style="list-style-type: none"> <li>• Award of contract - T</li> <li>• Inception Report - T+15 days</li> <li>• Mid Term/Interim Report - T+90 days</li> <li>• Draft Evaluation Report - T+150 days</li> <li>• Final Evaluation Report - T+180 days</li> </ul>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination: 6.4.1 (g), Page 76 if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract</p>	<p>We request you to modify the clause as follows which is as per industry acceptable norms: If the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract. The Consultants needs to be paid for the portion of the scope already delivered/ completed before such termination for convenience</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination; 6.4.3 Cessation of Rights and Obligations, Page 77 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) <del>such rights and obligations as may have accrued on the date of termination or expiration</del>, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) <del>the rights of indemnity of the Client specified in clause 11</del> and (v) any right which a Party may have under the Applicable Law</p>	<p>We request you to kindly remove this points (i) such rights and obligations as may have accrued on the date of termination or expiration, (iv) the rights of indemnity of the Client specified in clause 11</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination; 6.4.4 Cessation of Services, Page 77 Cessation of Services: Upon termination of this Contract by</p>	<p>We request you to kindly remove this point (i) immediately and replace by "As soon as possible"</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, <del>immediately</del> upon dispatch or receipt of.....		
	<p>Section 6. Standard Form of Contract.</p> <p>II. General Conditions of Contract, 6.5.2 Conflict of Interest: 6.5.2 (3) Consultants and Affiliates Not to Engage in Certain Activities, Under 6.5 Obligations of the Consultants, Page 78</p> <p>The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.</p>	<p>Since the duration of the proposed project is less than 6 months, we request you to modify the clause as follows:</p> <p>The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of <b>one</b> year.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 6. Standard Form of Contract.</p> <p>II. General Conditions of Contract, 6.5 Obligations of the Consultants, 6.5.3 Confidentiality, page 78</p> <p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client</p>	<p>Currently, no time frame is specified for this clause. Accordingly, we will request to include the following as part of this clause "The confidentiality obligations shall survive the termination of this Contract/ completion of services for a period of one (1) year".</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Section 6. Standard Form of Contract.</p> <p>II. General Conditions of Contract, 6.5 Obligations of the</p>	<p>We request to add the following sentence in the existing clause.</p>	<p>The conditions of the RfQ cum RfP remains</p>

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	<p>Consultants, 6.5.6 Documents Prepared by the Consultants to be the Property of the Client, page 79</p> <p>All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC</p>	<p>Notwithstanding the foregoing, Consultant retains all rights in the deliverables and work product, and in any software, materials, know-how and/or methodologies that Consultant may use or develop in connection with this Contract.</p>	<p>unchanged.</p>
	<p>Section 6. Standard Form of Contract.</p> <p>II. General Conditions of Contract, 6.5 Obligations of the Consultants, 6.5.8</p> <p>Insurance to be taken out by the Consultant.</p> <p>Page 79</p> <p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost <b>but on terms and conditions approved by the Client</b>, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained</p>	<p>We have insurance against the risks, and for the coverage specified in the clause however as these are the recurring policies these are not on the terms and conditions approved the client. We shall be able to submit the documentary evidence of such policies.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) <b>the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</b></p>		
	<p>Section 6. Standard Form of Contract II. General Conditions of Contract, 6.8 Payment to the Consultants: 6.8.2, Page 81 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</p>	<p>Considering the duration of the proposed project. We request you to modify the clause as follows: The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 10 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	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.	comments/approval from the concerned State Government/Nodal Agency or within 20 days from the date of forwarding the report, whichever is earlier.	
	Section 6. Standard Form of Contract II. General Conditions of Contract, 6.11 Liquidated Damages, Page 81 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 request you to modify the clause as follows: 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 if the delay is solely attributable to the Consultant.	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract II. General Conditions of Contract, 6.13 Miscellaneous page 82 6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.	Request to modified as below: The Client is entitled to assign any rights, interests and obligations under this Contract to third parties after agreement with the consultant to ensure that there is no conflict situation and independence impairment for our firm.	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract III. Special Conditions of Contract; 6.3.1.1, page 85 6.3.1 The duration of assignment shall be 105 days and with option to extend the contract duration with mutual written agreement.	It should be modified according to the duration expected of this project (please refer query no. 18 for proposed engagement timelines)	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.7 Limitation of the Consultants' Liability towards the Client, page 85 Limitation of the Consultants' Liability towards the Client :	We request to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid (preferred) to consultant or maximum up to the contract value.	The conditions of the RfQ cum RfP remains unchanged.

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	a) (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher		
	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.7 Limitation of the Consultants' Liability towards the Client, page 85 b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	Third party liability is unlimited, request to modify this clause accordingly and place a limit on the same (maximum up to contract value of third party).	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract Special Conditions (SC), 6.5.8 Risks and Coverage, page 86 a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.	Request to please delete this clause. The third party motor vehicle insurance is not applicable to a Management Consultancy Firm.	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: 6.5.8 (c) Professional Liability Insurance, Page 86 Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and	Given the project duration, we request you to modify the clause as follows: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in	The conditions of the RfQ cum RfP remains unchanged.

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	omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date	the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of One year beyond completion of Consultancy Services commencing from the Effective Date	
	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: (c) Professional Liability Insurance, Page 86 c) Professional Liability Insurance: (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.	We would like to request to revise the existing clause as follows: “(i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.” Also, request to accept Consultant's already existing liability insurance policy which may not have exact same terms and conditions as listed here but covers appropriate and required professional liability insurance.	The conditions of the RfQ cum RfP remains unchanged.
	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: (d) Professional Liability Insurance, Page 86 d) Employer's liability and workers' compensation	Consultant possesses a Group Personal Accident Policy for its employees. However, the workers' compensation insurance is not applicable to a Management Consultancy Firm.	The conditions of the RfQ cum RfP remains unchanged.



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	insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.	Please confirm if that is acceptable. The conditions of the RfQ cum RfP remains unchanged.	
	<b>PWC</b>		
	2.1.21 RFQ cum RFP processing fee The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of INR 25,000.00 (Indian Rupees Twenty Five Thousand only) GST in favor of “National Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFQ CUM RFP processing fee (the “RFQ CUM RFP Processing Fee”).	As per Rule 161 (IV) of GFR 2017, we understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	The conditions of the RfQ cum RfP remains unchanged.
	2.4 Ownership of document and copyright All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order	The conditions of the RfQ cum RfP remains unchanged.

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	permission of the Client.	<p>to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	
	<p>2.5 Bid security A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favor 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. 5,00,000/- (Rupees Five Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").</p>	We request the authority for reducing the bid security value to INR 1,00,000 from INR 5,00,000.	The conditions of the RfQ cum RfP remains unchanged.

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	<p>2.6.3 Eligibility of applicants An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project.</p>	<p>We understand that the objective of this study is to review the progress of the proposed projects and initiatives under the mentioned Industrial corridor programs. Hence, we believe that the work undertaken by the consultant at the stage of preparation of Perspective Plan and Conceptual Master Plan is not conflicted with this study, if the consultant is not involved in implementation of such initiatives/projects. In this regard, we request the client to allow those consultants that have prepared Perspective plan or Conceptual Master plan for such Industrial Corridor projects but were not involved in implementation of such project initiatives. Please confirm.</p>	<p>The understanding is correct. The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>2.6.6 Blacklisting Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.</p>	<p>We request the Client that this criteria be clarified to state that Bidder is not blacklisted currently. We propose following self-declaration:  "The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing professional services in the areas of tax,</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		<p>consulting and business advisory.</p> <p>Sir, In response to the above-mentioned RFP, I, [XXXXX], as Partner of PwCPL, do hereby declare to the best of our knowledge and information available with us as on date, that we are not blacklisted by Central Government, any State Government, a statutory authority or a public sector undertaking in India from providing professional services as mentioned in the tender."</p>	
	<p>2.8.2 Submission, receipt and opening of proposals The Authorized Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.</p>	<p>We request the authority to consider board resolution for confirmation of the same, in place of power of attorney.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>2.9.5 Minimum Qualification Criteria a) Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the "Eligible General Assignments")  Minimum one project must be from Infrastructure Sector.</p>	<p>We request the authority to relax this criteria as follows:  The projects submitted should have been started or completed in the last 10 years.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD.</p> <p><b>The projects submitted should have been started in the last 5 years.</b></p>		
	<p>2.9.5 Minimum Qualification Criteria</p> <p>b) Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 20 (twenty) lakhs for such assignment before the PDD.</p> <p><b>The projects submitted should have been started in the last 5 years.</b></p>	<p>We request the authority to relax this criteria as follows:</p> <p>The projects submitted should have been started or completed in last 10 years.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	2.9.5	We understand that this is a prestigious assignment for	The conditions of the RfQ

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	<p>Minimum Qualification Criteria c) Average annual turnover for last 3 financial years - INR 20 Crore</p>	<p>the Authority that envisages evaluation of industrial corridor projects in India. In this regards, we request the authority to increase the average annual turnover requirement to INR 100 crore for both an individual firm or a consortium.</p>	<p>cum RfP remains unchanged.</p>
	<p>2.9.6 Technical Evaluation Criteria The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years. Minimum Two projects in each category must be from Infrastructure Sector.</p>	<p>We understand that projects listed against Minimum Qualification Criteria can be used for showcasing eligibility for Technical Evaluation Criteria. Please confirm.</p>	<p>The understanding is correct. The conditions of the RfQ cum RfP remains unchanged.</p>
		<p>We request the authority to relax this criterial as follows: The firm should have started or completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 10 years. Minimum Two projects in eligible projects must be from Infrastructure Sector.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>2.11.3 6.6.2.1 Replacement 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</p>	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	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. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.		
2.17	Tentative schedule for Selection Process Proposal Due Date - 12/10/2020	We request the authority to extend deadline of submission at least for two weeks from the current due date.	Kindly refer Corrigendum-1 in this regard.
2.17.3	Qualification and competence of key staff Team leader:  Minimum No. of years of Professional Experience - 15 years	We request the authority to relax this criteria as follows: Team leader: Minimum No. of years of Professional Experience - 12 years	The conditions of the RfQ cum RfP remains unchanged.
5	Form 3A We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against	We request the authority to allow us to add clarification for this clause as stated below:  During the last three years, Applicant has neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a	The conditions of the RfQ cum RfP remains unchanged.

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	<p>the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.</p>	<p>judicial pronouncement or arbitration award against the Applicant, nor has the Applicant been expelled from any project or contract nor have had any contract terminated for breach on the Applicant's part, with such termination having been approved / upheld by any court decree or arbitral award against the Applicant to such effect. and also allow us to include the below clarification that given the large volume of work performed by the Applicant, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients. However, there is no instance of any contract having been terminated on account of any determined non-performance of contract.</p>	
9	<p>Form 3A We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p>	<p>We request the authority to allow us to add clarification highlighted in bold for this clause as stated below:  We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, <b>having the force of res judicata</b>, which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>



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	<p>11 Form 3A We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.</p>	<p>We request the authority to allow us to add clarification highlighted in bold for this clause as stated below:</p> <p>We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees <b>which if adversely determined, would impact the ability of PwCPL to provide services under the aforementioned RFP. We also wish to clarify that such declaration is with respect to Directors/Managers/employees who are proposed to be deployed on the project and the term investigation would mean investigation with reference to their official representation as an employee of PwCPL.</b></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Form 3B Format for Pre-qualification Proposal (Eligible Projects) [Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]</p> <p>PROJECTS EXPERIENCE WITHOUT THE CLIENT CERTIFICATE WILL NOT BE EVALUATED.</p>	<p>We request the authority to consider ongoing projects as well.</p> <p>We also request the authority to consider other relevant documents i.e. contract document or copy of work order as proof for the project.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	For Eligible Projects, only completed projects can be considered.		
	Form 3C Format for Pre-qualification Proposal Average Annual Turnover of Applicant - Certificate from the Statutory Auditor	We request the authority to consider self-certification by authorized representative in place of Certificate from the Statutory Auditor.	The conditions of the RfQ cum RfP remains unchanged.
	5 Form 3H We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	We request the authority to allow us to add clarification for this clause as stated below:  During the last three years, Applicant has neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has the Applicant been expelled from any project or contract nor have had any contract terminated for breach on the Applicant's part, with such termination having been approved / upheld by any court decree or arbitral award against the Applicant to such effect. and also allow us to include the below clarification that given the large volume of work performed by the Applicant, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients. However, there is no instance of any contract having been terminated on account of any determined non-	The conditions of the RfQ cum RfP remains unchanged.

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		performance of contract.	
	<p>9 Form 3H We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p>	<p>We request the authority to allow us to add clarification highlighted in bold for this clause as stated below:</p> <p>We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, <b>having the force of res judicata</b>, which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>11 Form 3H We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.</p>	<p>We request the authority to allow us to add clarification highlighted in bold for this clause as stated below:</p> <p>We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees <b>which if adversely determined, would impact the ability of PwCPL to provide services under the aforementioned RFP. We also wish to clarify that such declaration is with respect to Directors/Managers/employees who are proposed to be deployed on the project and the term investigation would mean investigation with reference to their official representation as an employee of PwCPL.</b></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>Form 3I Applicant's experience [Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]</p> <ul style="list-style-type: none"> <li>• Projects without the proof of experience from client will not be considered for evaluation.</li> <li>• For Eligible Projects, only completed projects can be considered.</li> <li>• 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.</li> </ul>	<p>We request the authority to consider ongoing projects as well.</p> <p>We also request the authority to consider other relevant documents i.e. contract document or copy of work order as proof for the project.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>Form 3K Team Composition and Task Assignments 1 Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions</p>	<p>We request the authority to relax this criteria as follows:</p> <p>Consultants, who are executing ongoing mandates with the Client, may be considered while bidding for this project. However, The Key Personnel proposed above should be available for presentations/ discussions</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	/meetings with the Client, State Government etc.	/meetings with the Client, State Government etc.	
	<p>5.5.1 Approach The Scheme and Project-level analysis will be based on triangulation of primary and secondary data. It will include an assessment of the relevance, effectiveness, efficiency and sustainability of the scheme. Details on this framework are available in the Guidelines for Evaluation placed at “Annexure B”. In line with this understanding, the following aspects will have to be assessed as a part of the analysis:</p> <ol style="list-style-type: none"> <li>I. The coverage of the scheme.</li> <li>II. The use of technology.</li> <li>III. Degree to which private sector resources and Public Private Partnership (PPP) has been leveraged in projects.</li> <li>IV. Key bottlenecks/issues &amp; challenges particularly timely delivery of projects.</li> <li>V. Quality of assets.</li> <li>VI. Level of satisfaction of the beneficiaries/end users.</li> <li>VII. Usage of modern and efficient assets.</li> <li>VIII. Ease of doing business.</li> </ol>	<p>We request the authority to please elaborate on following aspects:</p> <ol style="list-style-type: none"> <li>ii – The use of technology</li> <li>v – quality of assets</li> <li>vi – Level of satisfaction of the beneficiaries/end users</li> <li>vii – usage of modern and efficient assets</li> </ol>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>5.5.2 Approach – cross sectional thematic assessment The cross-sectional themes based on which the scheme will be assessed may include:</p>	<p>We request the authority to please elaborate of following aspects:</p> <ol style="list-style-type: none"> <li>i - Accountability and transparency in all SPVs formed specifically for implementation of various projects under</li> </ol>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>I. Accountability and transparency in all SPVs formed specifically for implementation of various projects under Industrial Corridor.</p> <p>II. Direct/indirect employment generation.</p> <p>III. Climate change &amp; sustainability.</p> <p>IV. Use of IT/Technology in driving efficiency.</p> <p>V. Stakeholder &amp; beneficiary behavioral change.</p> <p>VI. E-Governance.</p> <p>VII. Unlocking synergies with other government programs.</p> <p>VIII. Reforms &amp; regulations.</p> <p>Impact on and role of private sector, PPP models, community and civil society/NGOs in the scheme.</p>	<p>Industrial Corridor,</p> <p>iii - Climate change &amp; sustainability</p> <p>iv - Use of IT/Technology in driving efficiency</p>	
	<p>5.7 Delivery Milestones and Timelines</p> <p>All the reports are required to be submitted in hard copy in triplicate and in soft copy. Further, the Final Evaluation Report is required to be submitted in 20 hard copies.</p>	<p>We request the authority to consider online submission of the deliverables.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>6.4.3 Cessation of Rights and Obligations</p> <p>Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth</p>	<p>We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p> <p>We also wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.	done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
	6.4.4 Cessation of Services Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	The conditions of the RfQ cum RfP remains unchanged.
	6.5.2 Conflict of interest 6.5.2 Conflict of interest  1. Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"): The Consultant shall comply and shall ensure the Sub-	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote	The conditions of the RfQ cum RfP remains unchanged.

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	<p>consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.</p> <p>2. Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.</p> <p>3. Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of</p>	<p>conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	



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	<p>this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.</p> <p>4. Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>b) after the termination of this Contact, such other activities as may be specified in the SC.</p>		
	<p>6.5.8 Insurance Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>confirm.</p>	
	<p>6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>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.</p>		
	<p>6.13.2 Indemnity 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</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.		
	6.13.5 Survival obligations Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	The conditions of the RfQ cum RfP remains unchanged.
	6.5.7 Limitation of the Consultants' Liability towards the Client a) Except in case of negligence or willful misconduct	We request the authority to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry	The conditions of the RfQ cum RfP remains unchanged.

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	<p>on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>practice. Client may consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p> <p>We also request the authority to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p>	
	<p>6.5.8 Risk and Coverage a) Third Party motor vehicle liability insurance as</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>b) Third Party liability insurance with a minimum coverage, for Rs. 10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.</p> <p>c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any</p>	<p>project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	

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	<p>One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p> <p>d) Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p>e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p>		
	<p>No Clause in RFP Confidentiality Obligations Confidentiality Obligations - Exceptions to confidential information are not provided</p>	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		<p>domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	
	<p>No Clause in RFP Confidentiality Obligations Confidentiality Obligations - Parties to whom information can be disclosed is not documented</p>	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>



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		need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
	No Clause in RFP Confidentiality Obligations Confidentiality Obligations - No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	The conditions of the RfQ cum RfP remains unchanged.
	No Clause in RFP Indemnity No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim	The conditions of the RfQ cum RfP remains unchanged.

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		<p>as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying</p>	

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		Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
	No Clause in RFP Third party disclaimer There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	The conditions of the RfQ cum RfP remains unchanged.
	No Clause in RFP Acceptance Criteria No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider	The conditions of the RfQ cum RfP remains unchanged.

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		<p>including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
	<p>No Clause in RFP - Relaxation due to COVID Exigency</p>	<p>We request the authority to consider following clause in the contract:</p> <p>If there are any circumstances that reasonably restrict travel or physical presence of our personnel at our office / location, then without prejudice to our payment obligations, we will allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing your ligations arising from such restrictions, shall not be attributable to you and shall not be considered a breach of contract on your part and no consequent damages / penalties etc. arising therefrom</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		would be imposed on you under the Contract.	
	<b>CRISIL</b>		
	<p>RFP clause no. 2.17 Page no. 23</p> <p><b>Request for extension</b> Proposals must be submitted no later than the following date and time: 12/10/2020</p>	<p>In view of the detailed submissions and requirements of the RFP, we request the authority to kindly extend the Proposal Due Date by at least two (02) weeks from the current due date. This shall enable us to submit a comprehensive proposal for the assignment and coordinate on the submission requirements efficiently due to lock-down conditions in India.</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>
	<p>General <b>COVID Impact</b></p>	<p>The scope of work involves primary stakeholder interactions and associated travel. Due to the uncertainty in travel that is currently present due to the COVID-19 pandemic, the deliverables might get delayed and stakeholder meeting may take place on digital platform. Hence, we request the Authority to kindly provide an extension to the timelines and/or suggest a possible mitigation measure/plan in the current scenario to ensure effective project execution.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP Clause 2.11 Page no. 20</p> <p><b>Negotiations</b> The Selected Bidder(s) may, if necessary, be invited for negotiations</p>	<p>Given the current travel restrictions owing to the COVID-19 pandemic, we request the Authority to consider allowing the negotiations to be done virtually till such restrictions are relaxed.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>RFP Clause no. 2.9.6 Page no: 18 <b>Technical Evaluation criteria</b> The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years The marks shall be awarded for:</p> <ul style="list-style-type: none"> <li>(i) the comparative size and quality of Eligible General and Specific Assignments;</li> <li>(ii) overall professional income, experience and capacity of the firm.</li> </ul>	<p>We request the Authority to kindly clarify the breakup of marks, w.r.t the professional income, experience and capacity of the firm</p>	<p>Detailed evaluation criteria will be prepared by the evaluation committee. The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP Clause no. 2.7.3 Page no: 13 <b>Technical proposal requirements - Pointer no. 10</b> 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</p>	<p>We would like to bring to your notice that many of the Government Authorities do not provide certifications for the project. Also, considering the current Covid scenario, there might be delays in getting the certificates, if requested at this stage.</p> <p>Hence, we request the Authority to kindly consider allowing work orders provided by the Authority as proof of experience. If required, the bidder can also self-certify the details of the project or get it certified by a CA.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP Clause no. 2.9.6 Page no: 18 <b>Technical Evaluation criteria</b></p>	<p>We request the Authority to consider modifying the clause as per the following. This would not only allow wider participation, but, will also allow the bidder to</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years	showcase extensive experience for this particular opportunity. <i>"The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 10 years"</i>	
	<p>RFP clause no. 2.5</p> <p>Page no. 8</p> <p>The Bid Security can be transferred online as per the following details:</p> <p>Account Name:- National Industrial Corridor Development Corporation Ltd</p> <p>Bank Name:- Central Bank of India</p> <p>Account Number:- 3382758503</p> <p>IFSC Code:- CBIN0280298</p> <p>Branch Name:- Hotel Ashok, Chanakya Puri.</p> <p>The scanned copy of the bid security/ transfer details shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.</p>	<p>We understand that the Bid Security can be submitted online as per the account details provided. In such cases of online payment, there is no hard copy submission of bid security document or transfer details to the client's office.</p> <p>Kindly confirm if our understanding is correct</p>	<p>In case of online transfer of Bid Security, proof of the same/transaction details needs to be submitted online along with submission of bid proposal.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>RFP clause no 2.4 Page no. 8 <b>Ownership of document and copyright</b></p> <p>All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.</p>	<p>We believe that any methodology, process, technique that is adopted by the Consultant in providing the Services belongs to the Consultant. Hence, We request the Authority to kindly include the following clause to the proprietary data clause -</p> <p><i>“The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the “Knowledge Material”) of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.”</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no .2.6.3 Page no. 9</p> <p>An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter</p>	<p>We request to the Authority to provide clarity on this clause and if this clause mean that any company associated with the consultant cannot enter into an agreement with the employer for services relating to only this project.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>



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	<p>alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project.</p>		
	<p>RFP clause no 6.3.5 2. Page no. 75 <b>No breach of Contract</b></p> <p>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 the manner in which the Force Majeure event(s) affects the</p>	<p>We request to the Authority to include the highlighted portion in the clause and thus modify the clause as per below :</p> <p><i>"Except in case of the obligation of client to make timely payment, 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:</i></p> <p><i>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</i></p> <p><i>b) has informed the other party as soon as possible about the occurrence of such an event.</i></p> <p><i>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</i> <i>the manner in which the Force Majeure event(s) affects the</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	Party's obligation(s) under the Contract.	<i>Party's obligation(s) under the Contract.."</i>	
	<p>RFP clause no 6.3.7</p> <p>Page no. 76</p> <p><b>Payment</b></p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.</p> <p>If submitted report by agency is found to be inappropriate as per the assigned scope or not accepted there will be no payment made until the same is approved by the client.</p>	<p>It is requested to Authority, that irrespective of the Force Majeure event, the consultant shall be paid towards all services rendered.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no 6.4.1 g)</p> <p>Page no. 76</p> <p><b>Termination</b></p> <p><b>By the client</b></p> <p>g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.</p>	<p>We request the Authority to delete this particular clause</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>RFP clause no 6.4.2 Page no. 76 &amp; 77  And RFP clause no. 2.1.13 Page no. 5 <b>Termination by the Consultants</b></p>	<p>We request the Authority to include below stated clause :</p> <p><i><b>“Termination</b></i> <i>Consultant will be entitled to terminate the Agreement by giving 15 days’ notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client’s failure to perform its obligations under this Agreement for a period beyond 2 months from the date of this Agreement and Client’s failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no 6.4.3 Page no. 77 <b>Cessation of Rights and Obligations</b>  Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract</p>	<p>We request the Authority to kindly delete the highlighted text in the clause and modify it as below: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, <b>(iv) the rights of indemnity of the Client specified in clause 11</b> and (v) any right which a Party may have under the Applicable Law.</p>	<p>the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, <del>iv) the rights of indemnity of the Client specified in clause 11</del> and (iv) any right which a Party may have under the Applicable Law.</p>	
	<p>RFP clause no 6.4.6 Page no. 77 <b>Disputes about Events of Termination:</b></p> <p>If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, <b>and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</b></p>	<p>We request the Authority to delete the highlighted text in this particular clause.</p> <p>"If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, <del>and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</del>"</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no 6.5.2</p>	<p>We request to the Authority to provide clarity on this</p>	<p>The conditions of the RfQ</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>Page no. 78</p> <p><b>Conflict of Interest</b></p>	<p>clause and if this clause mean that any company associated with the consultant cannot enter into an agreement with the employer for services relating to only this project.</p>	<p>cum RfP remains unchanged.</p>
	<p>RFP clause no 6.5.3</p> <p>Page no. 78</p> <p><b>Confidentiality:</b></p> <p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client’s business or operations without the prior written consent of the Client.</p>	<p>We suggest confidentiality obligations to remain valid till the duration of this contract. Further, we request the Authority to kindly add following exceptions to the confidentiality clause as follows:</p> <p><i>“Provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.”</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no 6.5.6</p> <p>Page no. 79</p> <p><b>Documents Prepared by the Consultants to be the Property of the Client:</b></p> <p>All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client,</p>	<p>We believe that any methodology, process, technique that is adopted by the Consultant in providing the Services belongs to the Consultant. Hence, We request the Authority to kindly include the following clause to the proprietary data clause -</p> <p><i>“The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the “Knowledge Material”) of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	<i>connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i>	
	<p>RFP clause no 6.5.7 Page no. 79 <b>Liability of the Consultants</b></p> <p>Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.</p>	<p>We suggest the Authority to include the below clause as we believe Liability has to be capped to reflect a fixed amount.</p> <p><i>"a. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</i></p> <p><i>b. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement."</i></p>	The conditions of the RfQ cum RfP remains unchanged.
	<p>RFP clause no 6.5.7 a) Page no. 85 <b>Limitation of the Consultants' Liability towards the Client</b></p>	<p>We suggest to the Authority to modify clause as below and delete the highlighted part :</p> <p><i>a) Except in case of negligence or wilful misconduct on the</i></p>	The conditions of the RfQ cum RfP remains unchanged.

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	<p><i>a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's <b>property</b>, shall not be liable to the Client:</i></p> <p><i>(i) for any indirect or consequential loss or damage; and</i></p> <p><i>(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</i></p> <p><i>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</i></p> <p><b><i>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting</i></b></p> <p><b><i>on behalf of the Consultants in carrying out the Services.</i></b></p>	<p><i>part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client, shall not be liable to the Client:</i></p> <p><i>(i) for any indirect or consequential loss or damage; and</i></p> <p><i>(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</i></p> <p><i>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</i></p>	
	<p>RFP clause no 6.7</p> <p>Page no. 80</p> <p><b>Obligations of the client</b></p>	<p>We request to the Authority to include the following clause “</p> <p><b>“Client Tasks</b></p> <p><i>The Client shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project: (a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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		<i>with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any work permits, visas, licenses, consents, etc.; (d) arrange for all necessary material (including, hardware, infrastructure, software licences, etc.)."</i>	
	RFP clause no 6.8 Page no. 80 <b>Payments to the Consultants</b>	We suggest payment should be received within 30 days of raising the invoice.	The conditions of the RfQ cum RfP remains unchanged.
	RFP clause no 6.10.1 1. Page no. 80 <b>Responsibility for accuracy of project documents</b>  The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. <b>He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.</b> The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.	We request the Authority to kindly delete indemnity provisions (highlighted text) under this clause "The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. <del>He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.</del> The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services."	The conditions of the RfQ cum RfP remains unchanged.
	RFP clause no 6.11	We request the Authority to kindly delete this provision or limit the aggregate maximum of <b>liquidated damages</b>	The conditions of the RfQ cum RfP remains



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Sr. No.	Clause	Queries	Response from NICDC
	<p>Page no. 81</p> <p><b>Liquidated damages</b></p> <p>If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of 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.</p>	<p>payable to a maximum of 5% of the total contract fees.</p>	<p>unchanged.</p>
	<p>RFP clause no 6.13.1.2</p> <p>Page no. 82</p> <p>The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.</p>	<p>We suggest neither parties be allowed to assign the contract. Further, we request the Authority to clarity on whether such assignment will be done only to PSU firms.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p>RFP clause no 6.13.2</p> <p>Page no. 82</p> <p><b>Indemnity</b></p>	<p>The provision of the indemnity clause is very broad and hence, we request the Authority to modify the clause as below:  <i>"The Consultant shall, subject to the provisions of the Agreement, indemnify the Employer for an amount equal to the value of the Agreement against claims actually suffered as a result of</i></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		<i>gross negligence and willful misconduct having actually committed by the Consultant."</i>	
	<b>Additional clauses</b>	<p>We request the addition of the following clauses to the draft contract:</p> <p><b>Anti- Bribery &amp; Anti-Corruption:</b></p> <p>Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or</p> <p>(iv) relates to past, present, or future performance or non- performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the</p>	The conditions of the RfQ cum RfP remains unchanged.

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		<p>function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</p>	
	<b>Additional clauses</b>	<p>We request the addition of the following clauses to the draft contract: <b>Economic and Trade Sanctions</b></p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		<p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.</p>	
	<p><b>Additional clauses</b></p>	<p>We request the addition of the following clauses to the draft contract:</p> <p><b>Non-Exclusivity:</b> The Client acknowledges that Consultant or its</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		<p>associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non- exclusive basis.</p>	
	<p><b>Additional clauses related to the deliverables</b></p>	<p>We request the addition of the following clauses to the draft contract: Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
	<p><b>Additional clauses related to Taxes</b></p>	<p>We request the addition of the following clauses to the draft contract:  The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		<p>address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number (“GSTIN”) provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client’s address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub- consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or</p>	

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Sr. No.	Clause	Queries	Response from NICDC
		sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.	
	<b>ANTEA</b>		
	Clause 2.9.5 Pg 17, Pg 18  Minimum Qualification Criteria-a) The projects submitted should have been started in the last 5 years.	It is requested to kindly remove this clause and consider projects for which the final report has been submitted in last 10 years, but construction is yet to start.	The conditions of the RfQ cum RfP remains unchanged.
	Clause 5.1 Pg 62 Apart from the above nodes under implementation, the other identified nodes as per the perspective plans of all the corridor mentioned in Clause 5.1 above to be evaluated for potential development based on the progress made.	Apart from 8 nodes mentioned in clause 5.1 nodes under implementation, 6 more nodes are mentioned in Map B4, Map of National Industrial Corridors. The total time period of 105 Days for evaluation of 14 nodes is very little, considering the geographical spread of locations of the nodes. We propose total time duration to be at least 6 Months from the award of the project.	The conditions of the RfQ cum RfP remains unchanged.
	Clause 5.5.1 Pg 65 The Scheme and Project-level analysis will be based on triangulation of primary and secondary data.	Please confirm if the client would provide all the required secondary data including- EIA reports, Masterplan reports, Employment data etc.? In case, the Consultant needs to collect all the data from various agencies, the time/delay should not be added to the project duration.	Reports available with NICDC will be shared with the selected consultant. The conditions of the RfQ cum RfP remains unchanged.
	Clause 5.8 Pg 67 The Consultant shall get one week for submission of	Minimum 14 days should be provided to incorporate the changes in the report and submitting the revised report.	The conditions of the RfQ cum RfP remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
	the Final Evaluation Report after comments of the Authority are provided		
	Clause 6.10.1 Pg 81 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services.	The number of drawings/BOQs in any DPR project are huge in number and to evaluate the same accurately, 30 days additional time should be provided.	The conditions of the RfQ cum RfP remains unchanged.`