REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
1.	Page 9; 2.6.4; 6	other consulting assignments of the	request that that Consultant or its personnel may not be disqualified	cum RfP remains

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			 Financial/ market expert ICT Expert GIS expert Procurement expert 	
2.	Page 11; 2.7.3; 1	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all	We request that this condition may please be relaxed as there are a number of highly qualified professionals who can be engaged by the Consultant for this project, while also fulfilling RFP requirements. This will also help in enriching the resource pool available for the project which may not be just restricted to personnel currently available with the Consultant. The current situation due to COVID19 has also released many individuals from existing jobs who may be qualified and available. OR Kindly consider the following: "The team leader proposed must be full-time employee of the firm at the time of contract signing"	cum RfP remains

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
3.	Page 17; 2.9.4; e	Average annual turnover for last 3 financial years	Please note that audited Financial Statement for 2019-20 cannot be submitted as it is in progress due to Covid situation. You are requested to accept the Provisional Account for Financial Year 2019-20 duly certified by a Chartered Accountant. Please confirm.	Kindly refer Form 3C
4.	Page 16/ 17; 2.9.4; d	Project related to EIA studies and EIA clearance in last 5 years	We request that in line with rest of the projects under eligibility criteria, projects related to EIA studies may also please be allowed from 10 years ago.	The condition of the RfQ cum RfP remains unchanged
5.	Page 17/ 18; 2.9.5; a	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	We request that EIA studies from 10 years ago may please be considered.	The condition of the RfQ cum RfP remains unchanged
6.	Page 22; 2.17	Proposal due date	We request that the proposal due date be determined at least four weeks from that date of issuance of final clarifications by the Client. This will help Consultant consider all changes to the RFP and prepare	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			responsive proposals.	
7.	Page 24/ 25; 2.17.3	Qualification and competence of key staff	We suggest that requirement of 5 years of international experience may please be introduced for Team Leader. The minimum eligibility requirement may please be removed for Senior Infrastructure Planner/ Engineer as the project will follow Indian codes and standards and relevant experience in State of AP and India will be more beneficial for this project.	cum RfP remains
			Since international experience is being sought from the Team Leader and Senior Urban/ Master Planner, we request that requirement of international experience may please be removed from the position of Urban Designer.	
8.	Page 62	The site map is enclosed as Annexure C.	No map provided at Annexure C. Kindly provide the location (Google)	Please refer Annexure C of Corrigendum 1

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			coordinates of the site as well.	
9.	Page 62; 5.1.1; 1	To review the perspective plan/concept master plan and other available reports		shall be shared with the
10.	Page 63; 5.2.3	For all structural designs and drawings the consultant, at his own cost, shall get the proof check done by registered structural designer/ engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	It is understood that scope of services is Preparation of Preliminary Design Report for Roads and Utilities. Also the Contract shall be developed on DB/ EPC basis, wherein Detail design shall be carried by the successful Contractor. Therefore, request you to kindly delete the requirement as third-party check shall require detail design by the Consultant.	The condition of the RfQ cum RfP remains unchanged
11.	Page 65; 5.3.1.4; g	The Consultant shall use only zero or positive total float and lags on all activities in the baseline and all other versions of the schedule.	In our experience, zero or positive float cannot be for all activities and throughout the course of the project. That condition is usually only for	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			baseline schedules and critical activities. We request that this clause may please be deleted.	
12.	Page 66/ 67; 5.5.2.1	Also, the procurement of the satellite imagery is the responsibility of the consultant.	Procurement of satellite image is a very time-consuming process. We request use of google earth images as part of the design process.	The condition of the RfQ cum RfP remains unchanged
13.	Page 67; 5.5.2.4	The Consultant will collect information related to Land use, zoning map as per adopted development plan if any, and shall also carry out reconnaissance survey of the site area to gauge an overall idea about the terrain, and build up a detailed list/ inventory of existing roads/ culverts/ structures, if any, in the project area for reference purposes. Geotechnical studies and hydraulic & hydrological data will also be available from previous studies.	hydrological data may also please be shared for the Consultants to be able	The data, if any, shall be shared with the successful bidder.
14.	Page 70; 5.8.1.1 and 5.9.1.1	Overall illustrative master plan at a scale of 1:2500 illustrating	We request that the requirement of scale of 1:2500 may please be	The condition of the RfQ cum RfP remains

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			removed. Scale of the drawings can be determined at the time of submission of statutory plans.	unchanged
15.	Page 71; 5.10.1.3	Guidance for development of street and information signage according to branding guidelines and brand identity material established for the development	Is the Consultant expected to develop the branding guidelines and brand identity material? Please clarify.	Please refer scope of branding in the RfQ cum RfP
16.	Page 72; 5.11	Detailed Scope of Services for Part I: Drawings for Plot control sheets/ plot demarcation drawings and the development of a GIS database for the plan	We would expect that for a project of this scale, plot control sheets are to be developed for a phase I area only. Kindly confirm.	As per the Terms of Reference
17.	Page 72; 5.11	Scaled up plot plan showing vertices of the plots with suitable coordinates of each vertex in a latitude-longitude format or Northing Easting format as per client instructions	The accuracy of surveys and satellite imagery has its limits over large areas. While delineating plots on the ground, it is usual that marginal errors are compounded (especially for smaller plots), or ground conditions do not allow some plots to be delineated. We request the Client to please note.	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
18.	Page 73; 5.12.1.3	The Consultant shall coordinate design coordination workshops in order to coordinate the design interface between service connections from adjoining areas. Consultant to incorporate requirements such as	We expect that the Client and local agencies will help connect with other government stakeholders to ensure availability of information regarding surrounding areas. Please confirm.	Necessary support shall be extended to the consultant from the State Govt/NICDC as and when require.
19.	Page 74; 5.12.1.5	It is the intent of the Client to carry out detailed design and execution of key infrastructure such as WTP, STP and CETP by separate agencies. The Consultant shall either leave provision for such elements or coordinate with those agencies if appointed during the tenure of this assignment.	Please confirm that internal design of treatment plants is not part of Consultant's scope of work.	The condition of the RfQ cum RfP remains unchanged
20.	Page 77; 5.12.4.9; a	Traffic circulation plan, utility relocation plan and Layout of service road connections, acceleration/ deceleration and sheltered lanes	The utility relocation plan can only be prepared on the basis of information made available to the Consultant about existing alignments that may be below ground. Please confirm this understanding.	The condition of the RfQ cum RfP remains unchanged
21.	Page 77;	Preliminary design of structures like bridges, underpasses, flyovers,	We understand that preliminary design of bridges etc will be limited	The conditionofthe RfQcumRfPremains

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	5.12.4.9; c	pedestrian underpasses/ crossings, ROBs, indicating the approximate sections and GAD	to those that are to be constructed in phase I. Space can be left for those planned in the future. Please confirm.	unchanged. The Preliminary Design of the entire area as per the Terms of Reference is to be carried out
22.	Page 79; 5.12.5.2	The Consultant shall study the proposed Water Supply system, available/ proposed water resources plan and study future plans.	We request that available/ proposed water resources plan may please be shared with the Consultants to evaluate level of effort required during the project.	Data, if available, shall be shared with the successful bidder.
23.	Page 79; 5.12.5.3	The Consultant shall evaluate the quality and quantity of underground and surface water sources at the site, determine adequacy	The quality of surface or underground water will be determined based on already available data. Please confirm.	The condition of the RfQ cum RfP remains unchanged
24.	Page 80; 5.12.6.1	The Consultant shall prepare the storm water management system for the designated area considering that the flood management system shall be in place at a future date. The Consultant shall propose flood mitigation strategies in preliminary design of roads and drainage network in the interim, before the	a flood management strategy for site and surroundings or only integrate/ dovetail with existing or proposed strategies? This clause indicates that a flood management system has been proposed/ developed for the area. We request that proposed flood	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		flood management system is in place.	the level of efforts required during the project.	
25.	Page 82; 5.12.8.2	The Consultant shall study the existing planning for EHT and HT transmission network of State Transmission for the entire area and thereafter coordinate the plan for the Sub-station location. The proposed equipment and preliminary design for distribution sub-station should be prepared with reference to the load flow analysis taken up by State Transmission prior to finalisation.	Please confirm that internal layout of sub-stations is not part of Consultant's scope. Typically, the state agency prepares the layout based on norms and standards.	cum RfP remains
26.	Page 84; 5.12.10.3	The ICT network shall be designed such that includes components serving requirements of roads and all infrastructure such as but not limited to intelligent transportation systems, smart metering system, SCADA, BRT, traffic signaling etc, coordinated with overall ICT master plan	Please confirm the understanding that ICT Master Plan will be provided to the selected Consultant.	The condition of the RfQ cum RfP remains unchanged
27.	Page 86; 5.13.4	Scope of work for Environmental	We request the Client to please specify the current status of	EIA/EC to be obtained by

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Impact Assessment for the project	environmental approvals from state agencies and/ or MoEF such that works during the assignment can be clearly assessed.	
28.	Page 87; 5.13.5	Social impacts assessment and concerns will also has to be identified and an outline Rehabilitation and Resettlement (R&R) Framework will be prepared	Kindly provide the number of Project Affected Persons (PAPs) or Project Affected Families (PAFs) for clear assessment of survey requirements.	be shared with the
			Please confirm that all statutory fee that may be arising from the required approvals will be borne by the Client/ nodal agency.	Your understanding is correct
29.	Page 88; 5.13.7	In case the projects attracts provisions of the Forest (Conservation) Act, 1980, Wildlife (Protection) Act, 1972 the consultants are responsible for preparation and filling of Forest	Please provide the quantum of land reserved as forest to assess the survey requirements. Please confirm that all statutory fee that may be arising from the required	The data, if available, shall be shared with the successful bidder.
		Diversion Proposal and Wildlife application	that may be arising from the required approvals will be borne by the Client/ nodal agency.	Your understanding is correct

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
30.	Page 89; 5.13.8; (ii)	Develop unique brand names(s) for the Project and all the planned development packages in tandem with the brand architecture including the brand iconography and carrying out consumer test surveys before finalization and implementation of the brand.	Consumer test surveys are typically carried out for products/ services or even well-known personalities such as film stars and politicians to assess how a certain brand image will work based on a small selection of individuals. This assignment is for a large-scale industrial area which is complex in nature and will not have individuals as its 'consumers'. It will have large industrial houses and multi-national manufacturing as its Clients who take up the land. As it is transaction advisory is not part of the Consultants' scope. We request that this requirement may please explained in detail or may please be removed from the scope.	The condition of the RfQ cum RfP remains unchanged
31.	Page 89/ 90; 5.14.1; 6	Final Master plan report and preliminary financial model	We request that this deliverable may please be rescheduled for D+6 and subsequent deliverables may please be moved forward. Time is required for studying the site, conducting the survey, market analysis, and	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			preparing a detailed master plan.	
32.	Page 90; 5.14.1; 11	Final EIA clearance	This deliverable is out of the Consultant's control and entirely dependent on the government agencies' timely actions. We request that this deliverable may please be removed for the Consultant's purview. The Consultant will continue to provide technical assistance for such notification to take place.	cum RfP remains
33.	Page 104; 6.8.2	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	The delay in payment as envisaged in this clause can be a potential delay in project. It is recommended that there should be a deemed approval provision in event of lapse of a definite time period for balance 40% payment and it should also be released post such period to avoid further delay on project progress.	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
34.	Page 105; 6.11	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	We request reduction of LD @0.5% of contract fee for each of delay which is attributable to the Consultant. We also request that total LD may please be reduced to 5% of total contract fee since this is consulting project.	The condition of the RfQ cum RfP remains unchanged
35.	Page 106; 6.13.2	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	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, reasonable attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly,	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		, , ,	negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to	
36.	Page 109; 6.5.8; c	Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the	Professional Liability Insurance (PLI) should not exceed duration of the agreement or a period of 2 years after	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Effective Date		
37.	Annexure C	Map information	No map provided	Please refer Annexure C of Corrigendum 1
38.	Page 66 Section- 5.5.2.1	Surveys and investigations- Also, the procurement of the satellite imagery is the responsibility of the consultant.	Procurement of satellite image is a very time-consuming process, since the Final Base map is required in 2.5 months, it is requested that AKIC kindly procure the required satellite imagery beforehand, so that the work can be started immediately.	The condition of the RfQ cum RfP remains unchanged
39.	Pg No. 89 Section- 5.14.1	Deliverables and timeframe	NICDC has floated RFPs for other nodes and industrial regions that required same or similar set of services, however, there seem to be a variation in the timelines from Sl. No 2 to Sl no 7, as compared to other RFPs of NICDC. Kindly provide more time for preparation of base map and Masterplan report.	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Pg No. 89 Section- 5.14.1	Deliverables and timeframe	It is observed that Land suitability analysis report is to be submitted before the submission of the final base bap, indicating that Consultant will need to prepare Land suitability on a draft base map. Kindly confirm. Design basis report including Final	The condition of the RfQ cum RfP remains unchanged
40.			plot control sheets & Notification of Final Master Plan, all have been asked at the same time at D+6 Months. Kindly increase the time limit for the same, also the final plot control sheets should be submitted only after notification of the masterplan to avoid unnecessary repetitions.	
			There seems an anomaly in the timeframe for milestone 9 and 10. Final preliminary design report with 3D model and tender packages & BIM model is to be submitted 8 months after the draft preliminary design report. Is this correct? Kindly confirm.	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
41.	Page 25	Senior Urban Planner / Senior Master Planner and Senior Infrastructure Planner At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	We suggest that requirement of 5 years of international experience may please be reduced to 1 year for Senior urban planner & Senior Infrastructure Planner as the project will follow Indian codes and standards and relevant experience in India will be more beneficial for this project.	The condition of the RfQ cum RfP remains unchanged
42.	Page 26	Transport Planner: Shouldhave a master's degree in transportation planning having an experience of short- and long- range transportation planning, traffic impact assessments, transportation demand modelling and transportation surveys.	Request you to consider M. Tech. in Transportation Engineering as an alternative to Transport Planning	The condition of the RfQ cum RfP remains unchanged.
43.	Page 17	2.9.4 Minimum Qualification Criteria: Average annual turnover for last 3 financial years -Rs 100 Cr	In case of a JV, would the Annual turnover criteria of Rs 100 crore be considered jointly for all Consortium members or only the lead company or any of either company. Please confirm.	Please refer Form 3C

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
44.	Page 6 2.1.21	RFQ CUM RFP Processing Fee	Is there any exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India. Please clarify in case of a consortium. We understand that only lead consortium partner needs MSME registration. Please clarify.	Your understanding is correct
45.	Page 62	Background-The site map is enclosed as Annexure C.	Annexure C is missing.	Please refer Corrigendum 1 Annexure C
46.	Page 25	2.17.3 Qualification and competence of key staff. The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 14 key personnel, as detailed further:	There is considerable input required in Environmental assessment and related to EIA activities. Request if an Environmental Expert is also included in Key Experts. It is suggested that only one position be kept between the Landscape Architect and Urban Designer as they have overlapping expertise/	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			background	
47.	Tender Notice Page No II	Consultants to be appointed on the basis of "National Competitive Bidding (NCB)"	It is our understanding that Lead member shall be a company incorporated in India and parent company or sister concern of the same group/ parent company, incorporated outside India can be a consortium member. Please confirm.	Your understanding is correct
48.	Section 2: Instructions to Consultants 2.6.3; Page No 8	An Applicant currently executing three or more similar projects being managed by NICDC shall not be eligible to bid. 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	We kindly request you to consider modification of the said clause as: "An Applicant who has won three or more similar projects, being managed by NICDC, in the last 12 months prior to bid submission date shall not be eligible to bid".	Refer Corrigendum-1

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		have a Conflict of Interest shall be disqualified.	We believe that this modification to the clause would fulfil NICDCs interest of diversifying new contracts among various qualified bidders.	
49.	Section 2: Instructions to Consultants 2.17.2; Page No 24	• Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	Requesting the client to allow repetition of Key Experts in case the inputs of key staff are completed in other ongoing assignments.	The condition of the RfQ cum RfP remains unchanged
50.	Section 2: Instructions to Consultants 2.17.3: Team Leader; Page No 24	The Team leader may be either from the Lead member of the consortium or the JV partner.	In order to provide the most suitable expert for this assignment; we request the client to please allow highly competent Freelance Team Leader with a dedicated work contract for the project duration.	The condition of the RfQ cum RfP remains unchanged
51.	Section 3: Technical	• Projects without the proof of experience from client will not be	In prevailing situation, it may be difficult to obtain progressive	Relevant/ adequate proof shall be considered, if found

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Proposal – Standard Forms Form 3 I: Applicant's Experience; Page No 49	 considered for evaluation. The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. For Eligible Projects, ongoing projects completed to 80 percent can be considered. 	completion certificates from Clients. Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.	satisfactory.
52.	Section 3: Technical Proposal – Standard Forms Form 3 L: Curriculum Vitae (CV) for	Training & Publications [Indicate significant training since education degrees (under 5) were obtained]	Requesting the client to please confirm if the number of publications is also to be limited to a ceiling of 5 relevant publications due to page restrictions on the CV.	The details of the publication/training are required and not the publication as whole

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Proposed Professional Staff; Page No 52			
53.	Section 5: Terms of Reference Background; Page No 62	An area of approximately 1000 acres has been demarcated for the development of Rajpura-Patiala Industrial node. The site map is enclosed as Annexure C.	Annexure C is somehow not attached along with the bid document. Thus, we request the client to please reshare the same for the benefit of all bidders.	Please refer Annexure C of Corrigendum 1
54. q	Section 5: Terms of Reference 5.2.3; Page No 63	For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered/approved structural designer/engineer before submitting for the approval of the client.	conducted independently by the client. Any design changes, if	The condition of the RfQ cum RfP remains unchanged
55.	Section 5: Terms of Reference 5.13.7 Page No	• Liasioning / Expediting /Follow- up with MoEF and/or any other authority for the early receipt of TOR and with other	We believe that all statutory fee required for approvals/ clearances for pollution, forest, wildlife, environment, social, R&R etc. from	The fees, as applicable, shall be borne by the State Govt

Sr Reference No Clause No	Reference Clause Description	Bidder Query	Response to Query
88	forgettingvariouspermissions/clearances etc.• Expediting/Follow-upwith	the state and central government departments; as required for the project; would be directly borne by the client/ state level nodal agency. Please confirm our understanding.	

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Assessment Report as per the guidelines of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and Social Safeguards policy of multilateral funding agencies like World Bank, JICA, AIIB.		
56.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	No D+1 1 Inception report and Quality Assurance Plan D+1 2 Market demand analysis D+1 3 Land suitability analysis and technical assessment report D+1 4 Final Base Map D+1 5 Preliminary Master plan report D+2 6 Final Master plan report and preliminary financial model D+4 7 Urban design / Landscaping / Branding guidelines D+4 8 Design basis report including Final plot control sheets & Notification D+6 9 Draft preliminary design report including detailed economic analysis D+7 9 Draft preliminary design report including detailed economic analysis D+7	20 26	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			kept same by adjusting delivery time of milestones from Milestone No 10 and onwards. Requesting the client to please consider.	
57.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	3 Land suitability analysis and technical assessment report C 4 Final Base Map C 5 Preliminary Master plan report C 6 Final Master plan report and preliminary financial model C 7 Urban design / Landscaping / Branding guidelines C 8 Design basis report including Final plot control sheets & Notification of Final Master Plan C 9 Draft preliminary design report including detailed economic analysis calong with costing C 10 Final preliminary design report with 3D model and tender packages below a BIM model C 11 Final Preleminary design report with 3D model and tender packages C C 12 Selection of EPC/DB contractor(s) C 13 Approval of GFC's C	¹² ¹² ¹⁴ ¹⁵ ¹⁵ ¹⁵ ¹⁵ ¹⁵ ¹⁵ ¹⁵ ¹⁵	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
58.	Section II: General Conditions of Contract 6.3.2: Commenceme nt of Services:; Page No 99	The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.	Requesting the client to allow at least 30 days for the commencement of services.	The condition of the RfQ cum RfP remains unchanged
59.	Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No 99	6.3.5 Force Majeure 6.3.5 Force Majeure 6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder,	obligations under this Contract or for any loss, damage, costs, charges and	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		 earthquake, fire, explosion, storm, flood or other adverse weather conditions. 6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other party as soon as possible about the occurrence of such an event. c) the dates of commencement and estimated cessation of such event of 	5	
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Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Force Majeure; and d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.	would be considered and modified during execution of the contract, please confirm.	
60.	Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 101	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter	the penalty against substitution of key personnel as the clause mandates	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.		
61.	Section II: General Conditions of Contract 6.8.2: Payment to the Consultants; Page No 101	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	stakeholders. This is particularly	The condition of the RfQ cum RfP remains unchanged
62.	Section II: General Conditions of	6.11 Liquidated damagesIf the selected Consultant fails to complete the Assignment, within the	As per standard consulting practices, liquidated damages are limited to 0.5% per week subject to a maximum	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Contract 6.11: Liquidated Damages; Page No 105	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.	of 10% of the agreement value. Requesting the client to please consider.	
63.	Section II: General Conditions of Contract 6.13.2; Page No 106	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	As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value. Please confirm.	

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		directly or indirectly, (a) the breach		
		by the Consultant of any obligations		
		specified in relevant clauses hereof;		
		(b) the alleged negligent, reckless or		
		otherwise wrongful act or omission		
		of the Consultant including		
		professional negligence or		
		misconduct of any nature whatsoever		
		in relation to Services rendered to the		
		Client; (c) any Services related to or		
		rendered pursuant to the Contract		
		(collectively "Indemnified matter").		
		As soon as reasonably practicable		
		after the receipt by the Client of a		
		notice of the commencement of any		
		action by a third party, the Client will		
		notify the Consultant of the		
		commencement thereof; provided,		
		however, that the omission so to		
		notify shall not relieve the Consultant		
		from any liability which it may have		
		to the Client or the third party. The		
		obligations to indemnify and hold		

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		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.		
64.	Section III: Special Conditions of Contract 6.5.7; Page No 108	Limitation of the Consultants' Liability towards the Client	Requesting the client to please add the following clause: "Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			the other therefrom".	
	Section III:	J 1	1. Milestone No. 3: Base Mapping is	The condition of the RfQ
	Special	accordance with the submission and	a critical exercise which apart	cum RfP remains
	Conditions of	acceptance of following milestone by	from surveying and mapping,	unchanged
	Contract	NICDC and State/Nodal agencies:	includes collection, mapping and	
			analysis of revenue information	
	6.8.1: Payment		for ownership and verification of	
	Terms; Page	S. Milestone Fee		
	No 110	No Milestone 1 Inception report and Quality Assurance Plan 5	procurement of satellite imagery.	
		2 Market demand analysis 5 3 Final Base map 5		
		4 Land suitability analysis and technical assessment report 10	This is a time taking and physical	
		5 Preliminary master plan report 5 6 Final Master plan report and preliminary financial model 10	- resource intensive process. We	
65.		Orban design / Landscaping / Branding guidelines Design basis report including Final plot control sheets & Notification	- request that the Base Map	
05.		of Final Master Plan 9 Draft preliminary design report including detailed economic analysis 10	- deliverable payment terms be	
		along with costing 10 Final EIA clearance 10		
		11 Final preliminary design report with 3D model and tender packages 10 & BIM model	- revised to 10 percent of the total	
		12 Selection of EPC/DB contractor(s) 5 13 Approval of GFC's 5	fee value.	
		14 Hand holding and assistance to client 5	2. Milestone No. 8: From our	
		D*-Start date of assignment	experience of statutory processes	
			on similar projects; we	
			1) ,	
		1. Milestone No. 3: Final Base map	understand that the Notification	
		1	of Final Master Plan being state	
		2. Milestone No. 8: Design basis	subject, sometimes 'Notification of	
		report including Final plot control	the master plan' does not happen	
		sheets & Notification of Final		

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Master Plan;	even after all the other Deliverables of the assignment are completed. We request exclusion of this deliverable and the payment terms to be modified accordingly.	
66.	2.7.3 Technical Proposal	1. Team leader must be permanent full-time employee of the firm.	To meet the specific and dedicated requirement, please allow us to propose Team leader, who is not a full time employee of the firm. Normally full-time employees get engaged with another project and sometimes may not focus on this project. Please consider.	cum RfP remains

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
67.	2.9.5 Technical Evaluation Criteria, Clause (a)	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	Please confirm that the project related to EIA studies shall be part of the 5 Master Plan projects under specific project experience or can it be a separate project, outside the 5 Master Plan projects.	
68.	2.17.3 Qualification and competence of key staff	S.no7: Transportation Planner	For this position, can you also consider that Master of Transportation Engineering in place Planning as in both the streams, the professional experience include planning aspects.	Relevant qualification shall be considered, if found satisfactory.
69.	2.1.21	Exemption of Fees for MSMEs The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017.	Kindly clarify if this provision is applicable if one of the members of the JV is a MSME registered enterprises.	The lead member has to be a MSME for any applicable exemption.

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
70.	2.11.3	Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original	drastically from 100 % to 80% is very harsh, as this is an uncertain event which gets influenced due to many	The condition of the RfQ cum RfP remains unchanged
71.	6.3.5.1 Definition:	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions. 6.3.5.1 Definition: For the purposes of this	The definition may include the events of Pandemic and epidemic as well.	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.		
72.	6.4.5 Payment upon termination:	If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract.	Payments under events (c) and (g) is not mentioned. Ideally, a Consultant is paid back for the works up to the date of termination.	The condition of the RfQ cum RfP remains unchanged
73.	6.6.2.2 & 6.6.2.3 Read Together	If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's	We understand that any replacement done at the instruction of Client shall not attract any reduction in remuneration of the replacement personnel. Further, any such changes shall allow the consultant to claim the charges associated with the deployment of replacement candidate	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			-	
		Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the		

	<u>REFETTOTRE-DID QUERIES</u>				
Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query	
		remuneration which would have been payable to the personnel replaced.			
74.	6.8.2	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	We request you to kindly consider days from the date of submission of report to client rather than date of forwarding the report to respective state govt. Also, it is requested to kindly fix the timeframe for the approval as the future deliverables are dependent on the approval of the milestones. A clause recommending payment of remaining 40% on expiry of 60 days from the date of submission of report to client or date of forwarding the report to respective state govt.	cum RfP remains	
	6.11 Liquidated		It is requested to modify the LD clause from 1% of the contract fees for		

period specified under the contract,

the consultant shall pay to the Client,

fixed and agreed liquidated damages,

and not as penalty, @ 1% of the

damages

75.

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National Industrial Corridor Development Corporation Limited 40

unchanged

each week of delay or part thereof to

1% of the milestone fees for each

week of delay or part thereof. Ceiling

may be reduced from 10% of the total

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		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.	contract fees to 5% of the total contract fees.	
76.	6.4.3 Cessation of Rights and Obligations: Point (iv)	(iv) the rights of indemnity of the Client specified in clause 11	It is fair that the right of indemnification of Client as well as Consultants survives upon termination. Also, the Clause No. 11 is missing in the RfP.	Refer Corrigendum-1
77.	6.1.1 Definitions Point (k)	"Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;	Hence we request you to modify (a) as: "the ability of the Client or	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
78.	General Query	_	Since multiple RFPs of various nodes are released, we would like to understand can we propose single team leader in these multiple project. Benefit of this same person shall be dedicatedly available for NICDC fulltime, also he shall better coordinate for overall development of multiple noded in AKIC.	cum RfP remains
79.	General Query	-	If separate Team leader required kindly allow Non-Paramanent staff as well who shall be available for full time for this project. Exclusive availability certificate can be provided with proposal. Please clarify.	cum RfP remains
80.	General Query	-	Kindly provide atleast 21 days of time for proposal submission after clarifications released considering international requirments such as POA or BGs etc. e.g. Notarization and Indian Embassey in other country	

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			may take some longer time.	
81.	Clause 2.2.1 Page 6	The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on Central Public Procurement Portal and on NICDC website.	To prepare a comprehensive proposal with all the tender requirements it will be tough to submit the proposal within 2 weeks of pre bid queries. Further as per the prevailing norms of state and central government a minimum of 2-3 weeks is given after receipt of replies to the queries for submission of bid. Accordingly, we request that the bid submission date may please be revised to three weeks from the receipt of your replies of our queries.	The condition of the RfQ cum RfP remains unchanged
82.	Clause 2.7.3 Point no.10 Page 12	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.	We all are aware that most of the clients do not issue completion certificates with full details as mentioned in the clause. We therefore request NICDC to allow to include relevant pages of the	Relevant/ adequate proof shall be considered, if found satisfactory

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
83.	Clause 2.9.4 S.no. b Page 17	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	contract agreement or LOI or CA certified payment details or other approvals given by the Client to substantiate the required details. We request you to please include City Gas Distribution also since now almost all Integrated infrastructure projects (including DMICDC Projects) have Gas Distribution System as a part of trunk infrastructure, hence we request you to also consider them as part of evaluation.	The condition of the RfQ cum RfP remains unchanged
84.	Clause 2.9.4 S.no. e Page 17	Average annual turnover for last 3 financial years	Please clarify, whether the Lead Party of the consortium individually has to meet the INR 100 Crore turnover criteria or should meet jointly. Further to have a quality input &	Please refer Form 3C

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			have transparency in the complete process we request to add an additional clause – Those firms who are not Debarred/Blacklisted/Conditional Debarment/Non-Debarment in past 5 years by any Government/Bi- Lateral/Multi- Lateral/PSU's be only allowed to participate in the bidding process. This is prevalent in all Government/Bi-Lateral/Multi- Lateral/PSU's Bid's.	The condition of the RfQ cum RfP remains unchanged
85.	Clause 2.9.5 S. no. a Page 18	For Eligible Projects, ongoing projects completed to 80 percent can be considered.	We request you to please consider ongoing projects completed to 50 percent, since such comprehensive projects are of long duration and take more than anticipated time to conceptualize. Accordingly request you to please consider ongoing projects with proof of their continuity.	The condition of the RfQ cum RfP remains unchanged
86.		Generic	It is understood that the bidder can also use their group/parent company project credentials	A Jv/Consortium is mandatory to use any credentials of group/ parent/any company

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
87.	Clause 2.9.4 S.no. a Page 17	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.	as for MNC's registered in India are local representatives of their foreign counterpart to have better delivery mechanism. This will also allow pooling of competencies and resources to provide the best input to you. Please confirm. Please clarify whether the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for evaluation if out of entire scope of the project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore is completed, and the project is under construction. Further it shall be substantiated by client certificate/document as a proof of the same.	The condition of the RfQ cum RfP remains unchanged Relevant/adequate proof shall be considered, if satisfactory, as proof of construction.
88.	Clause 2.9.4 S.no. b Page 17	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage disposal, drainage network,	Please clarify the projects having complete scope in one single project i.e Master Plan, EIA, DPR, Design/Detailed Engineering, Tendering and construction supervision will be considered for	The condition of the RfQ cum RfP remains unchanged Relevant/adequate proof

REPLY TO PRE-BID QUERIES

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

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
			supervision will be considered for evaluation if out of entire scope of the project only EIA studies and EIA clearance is completed. Further it shall be substantiated by client certificate/document as a proof of the same.	Relevant/adequate proof shall be considered, if satisfactory, as proof of construction.
91.	Clause 2.9.5 S.no. 1 Page 17	The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include: • Roads & Bridges • Water supply • Sewerage • Drainage • CETP (Effluent Treatment Plant) • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any)	Since now almost all Integrated infrastructure projects (including DMICDC Projects) have Gas Distribution System as a part of trunk infrastructure, hence we request you to also consider them as part of evaluation along with components too.	The condition of the RfQ cum RfP remains unchanged
92.	Clause 2.11.3 Page 19	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects	We request you to allow the consultant for substitution upto maximum of 7 Key Experts out of 14 Key Experts since there are several ongoing projects due to which these	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	experts very often switch companies. Further we request you to please remove the replacement penalty, and instead the replacement should be of better or equivalent qualification and experience. Normally in all the ongoing States & Central Govt. Tenders the replacement penalty is restricted to 5% so we request you to restrict the replacement amount. Also any replacement which is beyond the control of consultant should not invoke any penalty.	
93.	Clause 6.5.7 Page 102	Liability of the Consultants	We request you to kindly limit the maximum liability of consultant to 10% of the professional fees of the consultant.	The condition of the RfQ cum RfP remains unchanged
94.	Clause 6.8.2 Page 104	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the	We request you to release 90% pf the payment against a particular milestone within 45 days as substantial manpower and expenses are incurred by the consultant.	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query	
		completed milestone.			
95.	Section 5 TOR Page 62	National Industrial Corridor Development Corporation Ltd (NICDC) is undertaking the activities related to Preparation of Master Planning and Preliminary Engineering for Rajpura-Patiala Industrial node in Punjab under Amritsar Kolkata Industrial Corridor (AKIC) Project. An area of approximately 1000 acres has been demarcated for the development of Rajpura- Patiala Industrial node.	Please clarify whether approximately 1000 acres is to be considered as project area for which the scope of activities as specified in TOR is applicable or there is some deviation in the provided area. As change in project area will impact the overall costing and hence it has to be uniform.	The condition of the RfQ cum RfP remains unchanged	
96.	Form 3B: Page 33	Format for Pre-qualification Proposal (Eligible Projects) For Eligible Projects, ongoing projects completed to 80 percent can be considered	As per RFP it is very clear that 80 percent completed projects are eligible for Pre- Qualification.	Only for Category(b) 80% completed projects are eligible.	
97.	Clause 2.6.4 point 6 &7, Pg. 9	 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if: 6. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling 	We understand there shall not arise any conflict of interest since LASA completed the preparation of Perspective Plan for AKIC and Concept Master Planning for Rajpura-Patiala IMC site in Year 2018.	The condition of the RfQ cum RfP remains unchanged	

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ CUM RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or		
98.	Clause 2.7.3 point 1, Pg. 11; and 2.17.3 S.No. 1 specific	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. The Team leader may be either from the Lead member of the consortium	We understand, this also includes the full time consultants working with the organisation and/or freelance consultants who may be taken on payroll upon award of project. Please confirm.	The condition of the RfQ cum RfP remains unchanged

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Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	expertise Pg. 24	or the JV partner.		
99.	Clause 2.7.11 Point No. 7, Pg. 13	Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks.	Kindly consider 100% marks for ongoing projects (completed upto 80% or more), which is the usual norm in similar bids. Kindly consider and confirm.	
100.	Clause 2.9.4 Min Qualification Criteria, Pg. 17	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.	We understand 'Project Management Consultancy' and/or 'Infrastructure Support' services which include 'design' as a key component would be eligible under this criterion	The condition of the RfQ cum RfP remains unchanged
101.	Clause 2.9.4 Min Qualification	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report	We understand ONGOING projects in which design component is complete (with proof of completion from client) shall be considered as eligible project	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Criteria, Pg. 17	(PDR) for trunk infrastructure of Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.		
102.	Clause 2.9.4 Min Qualification Criteria, Pg. 17	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.	You may appreciate that proof of construction is difficult to be obtained from Clients with whom work has been completed long back. We would confirm that 'construction work has started' which NICDC may get cross checked. In case available, we shall also support the same with news articles/maps available on the subject. Kindly consider and confirm;	Relevant/ adequate proof, if found satisfactory, shall be considered.
103.	Clause 2.9.4 Min Qualification	a) Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of	Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Criteria, Pg. 17	Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.		
104.	Clause 2.9.4 Min Qualification Criteria, Pg. 17		be considered as eligible project under this criterion. Kindly consider and confirm,	The condition of the RfQ cum RfP remains unchanged
105.	Clause 2.9.4c)ExperienceinpreparationofDetailed MasterMinDetailed MasterPlanningofSEZ,MasterPlansQualificationIndustrialPark,Industrial/cities. Kindly coCriteriaPg17ResidentialTownshipSmartCity		Detailed Master Planning would also include preparation of Statutory Master Plans and Zonal Plans of cities. Kindly confirm.	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
106.	Clause 2.9.4 Min Qualification Criteria, Pg. 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/ Residential Township, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.	Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. Kindly consider and confirm,	The condition of the RfQ cum RfP remains unchanged
107.	Clause 2.9.4 Min Qualification Criteria, Pg. 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/ Residential Township, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.	You may appreciate that proof of construction is difficult to be obtained from Clients with whom work has been completed long back. We would confirm that 'construction work has started' which NICDC may get cross checked. In case available, we shall also support the same with news articles available on the subject. Kindly consider and confirm;	Relevant/ adequate proof, if found satisfactory, shall be considered.
108.	Clause 2.9.5 (a) Technical Evaluation Score, Pg. 17	The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last	Kindly rephrase tomaster planning AND/OR preliminary engineering;	The condition of the RfQ cum RfP remains unchanged

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
No	Clause 2.11.3 Negotiation, Pg. 19	ten years preceding the PDD, will be considered for the purpose of qualification. 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	We request for relaxation in reduction of fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged
		and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first		

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
110.	Clause 2.17.2 List of minimum key personnel/ staff, bullet point 5, Pg. 24	replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man- months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.	We feel 70 person months for key experts is grossly inadequate We estimate 130-150 person months of key experts and 200 support professionals will be needed for this assignment at least. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged
111.	Clause No.2.17.3 Pg.25, Position No.2 and 3	At least 5 out of the 15 years' experience should be international experience	Please clarify, if the numbers of years are less than 5 years, then whether the CV will be rejected or the marks will be reduced.	The condition of the RfQ cum RfP remains unchanged. The CV has to meet the minimum eligibility criteria.
112.	Clause 2.17.4, Pg 28, Evaluation criteria for Key personnel/	Overseas/ International experience- 10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial, ICT etc. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	ŀ	Reference Clause Description		otion	Bidder Query	Response to Query	
	staff							
113.	Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point D.	Asso	ociation with the l	Firm-109	%	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged	
	Clause 5.14 Deliverables and timeframe, pg.89					We request you to add "Submission of Terms of References (ToR) application to MoEF&CC" as 6 th deliverable so that the environment related surveys can be initiated immediately.	The condition of the RfQ cum RfP remains unchanged	
114.	And Clause 6.8.1 of Contract, Pg.110							
115.	Clause 5.14 Deliverables and timeframe, pg.89	S. No 1	Milestone Inception	Durat ion D+15	Fee Paya ble(%)) 5	Duration for milestones 3 to 9 is very stringent, starting from Land suitability analysis and Technical assessment report, base map preparation, Urban design /	The condition of the RfQ cum RfP remains unchanged	

Sr No	Reference Clause No]	Reference Clause Description			Bidder Query	Response to Query
	And Clause 6.8.1 of Contract,		report and Quality Assurance Plan Market	days D+1		Landscaping / Branding guidelines, Design basis report including Final plot control sheets, Notification of Final Master Plan & Draft preliminary design report.	
	Pg.110	2	demand analysis	mont h	5		
		3	Land suitability analysis and technical assessment report	D+2 mont hs	5	Also, there is huge time gap between Deliverable 9 & 10 that can be allocated in the beginning for flexibility of the deliverables.The deliverables and linked fees	
		4	Final Base Map	D+2.5 mont hs	10	payable in clause 6.8.1 is not matching w.r.t 3 rd & 4 th and 10 th & 11 th deliverables.	
		5	Preliminary Master plan report	D+3 mont hs	5	The updated deliverables, their	
		6	Final Master plan report and preliminary financial model	D+4 mont hs	10	timelines and linked fees payable are highlighted here for your kind consideration. Please confirm.S.Mileston onDurati Paya	

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Kataranca (Jansa Dasarintian				Bidder Query				Response to Query	
		7	Urban design / Landscaping	D+4.5 mont	5					ble (%)	
			/ Branding guidelines	hs			Inception report and	D+15			
			Design basis report including	DV			1	Quality Assurance Plan	days	5	
		8	Final plot control sheets & Notification	D+6 mont hs	10	2 Market 2 demand analysis		D+1 month	5		
			of Final Master Plan				3	Final Base Map	D+3 months	5	
		9	Draft preliminary design report including detailed economic analysis along	D+7 mont hs	10		4	Land suitability analysis and technical assessmen t report	D+4 months	10	
		10	with costing Final preliminary design report	D+15 mont	10		5	Preliminar y Master plan report	D+5 months	5	
			with 3D model and	hs			6	Submissio n of	D+5 months	5	

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	F	Reference Clause	Descrip	otion		Bidde	r Query	Response to Query	
			tender packages & BIM model				Terms of Reference s (ToR)			
		11	Final EIA clearance	D+16 mont hs	10		applicatio n to MoEF&C			
		12	Selection of EPC/DB contractor(s)	D+20 mont hs	5		C Final Master			
		13	Approval of GFC's	D+26 mont hs	5	7	plan report and preliminar	D+8 months	10	
		14	Hand holding and assistance to client	D+36 mont hs	5		y financial model Urban			
					<u> </u>	8	design / Landscapi ng / Branding guidelines	D+8 months	5	
						9	Design basis report including Final plot	D+11 months	15	

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description	Bidder Query				Response to Query
				control sheets & Notificati on of Final Master Plan			
			10	Draft preliminar y design report including detailed economic analysis along with costing	D+13 months	10	
			11	Final EIA clearance	D+15 months	5	
			12	Final preliminar y design report with 3D	D+16 months	5	

REPLY TO PRE-BID QUERIES

Sr No	Reference Clause No	Reference Clause Description		Bidde	r Query	Response to Query	
				model and tender packages & BIM model			
			13	contractor (s)	D+20 months	5	
			14	Approval of GFC's	D+26 months	5	
			15	assistance to client	D+36 months	5	
116.	Clause 6.8.2 Payments to the consultants, Pg. 104	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after	pay mile fron Gov 45 c	Ily consider ment due agestone if consider n the ernment is r lays from the report.	gainst a comments respective not receiv	The condition of the RfQ cum RfP remains unchanged	

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
		receipt of comments/approval from the concerned State Government/Nodal Agency.		
117.	Clause 6.11 Liquidated damages, Pg. 105	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	We request for reduction in liquidated damages to 0.25% of the contract fees.	The condition of the RfQ cum RfP remains unchanged
118.	Clause 2.7.6 of Data sheet, Pg. 23	The last date of submission of Proposal is 2 nd November, 2020 before 3:00 pm (IST).	We request for 2-3 weeks' timetrame for submission of bids, after receiving pre-bid clarifications.	The condition of the RfQ cum RfP remains unchanged
119.	Section 5. Terms of Reference,	The site map is enclosed as Annexure C.	Annexure C is not provided. Please provide the site map.	Please refer Annexure C of Corrigendum

Sr No	Reference Clause No	Reference Clause Description	Bidder Query	Response to Query
	Pg.62			
120.	Form 3G: Format of Bank Guarantee for Bid Security	having agreed to receive the proposal of [Name of company] , a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the "Bidder"	Kindly confirm whether the Bank Guarantee for Bid Security can be submitted by the Lead Firm alone in case of a consortium. This will lead to removal of the line "Consortium comprising of [name of company], [name of company] and [name of company]"	The condition of the RfQ cum RfP remains unchanged