

Reply to Pre-Bid Queries

| Sr. No | Reference(s) Clause | Clause Description | Query of Prospective Bidder | Reply to Pre-Bid Queries |
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| 1. | General Query | | Please allow the Indian Subsidiary of International consultancy firm to use the credential of its Parent Company (International Firm) as International capability of Indian Firm (as it is NCB) is difficult. | The bidder needs to form a JV with the Parent/ Sister/ other company/ firm to use credentials/ experience. |
| 2. | Payment to the consultant | | Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project | The conditions of the RfQ cum RFP remain unchanged |
| 3. | Clause 2.7.3 page no. 11 | The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project. | Kindly remove the permanent employment clause and instead of that an undertaking will be provided for availability of the Team leader for the entire duration of the project. | The conditions of the RfQ cum RFP remain unchanged |
| 4. | Clause 2.9.4 Minimum Qualification Criteria (a) Page - 17 | 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 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. | Kindly modify the clause as: 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 5 sq.km area with capital costs more than Rs. 300 Crore each for | Proof of construction may be supplemented by secondary data/ public domain information and shall be considered, if found adequate/ sufficient |

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| | | | <p>which Client Certification is provided.</p> <p>Experience of last ten years will only be considered.</p> <p>Please remove the requirement of Construction Work has been started.</p> | |
| 5. | Clause 2.9.4 Minimum Qualification Criteria (b) Page - 17 | Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years. | <p>Kindly modify the clause as:</p> <p>Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) Roads & Bridges or utility services (water supply, sewage disposal, drainage network, lake Development/protection, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.</p> | The conditions of the RfQ cum RfP remain unchanged |
| 6. | Clause 2.9.4 Minimum Qualification Criteria (c) Page - 17 | 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. At least 1 out of the two projects shall be an international project. | <p>Please remove the requirement of At least 1 out of the two projects shall be an international project. This is an NCB project not ICB so this requirement will dis-allow the Indian Firms to Bid which is against the main requirements of the NCB projects to allow indian firms and as per recent MSME guidelines.</p> <p>Kindly modify this clause as below:</p> <p>Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least</p> | Please refer Corrigendum-1 |

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| | | | <p>5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.</p> <p>Also please remove the requirements of ;</p> <p>a. "Construction has been started"--as for Master planning project construction may start after a long gap of completion of Master Planning and it is difficult to get proof of the same (construction started).</p> | |
| 7. | <p>Clause 2.9.5 Technical Evaluation Criteria (a) Page - 17</p> | <p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads • Water supply • Sewerage • Drainage • Integrated solid waste management • Power/Energy • ICT Infrastructure | <p>Kindly modify the clause as:</p> <p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering / Detail Project Report (as masterplanning and preliminary design is very much required in DPR) / Project Management Consultancy (PMC) for Smart Cities for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least two different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> • Roads & Bridges | <p>The conditions of the RfQ cum RfP remain unchanged</p> |

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| | | <ul style="list-style-type: none"> • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p> <p>1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p> <ul style="list-style-type: none"> • Points 25 (Max. of 5 projects to be submitted + 1 Project related to EIA studies and EIA clearance in India in last 5 years also to be submitted.) | <ul style="list-style-type: none"> • Water supply • Sewerage • Drainage • Integrated solid waste management • Power/Energy • ICT Infrastructure • PPP Concessions (if any) <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering Project Management Consultancy (PMC) / for industrial estates/townships/ Smart City Projects/ special economic zones /special investment zones/ area development plans.</p> <p>1 Project separately related to EIA studies and EIA clearance in last 5 years also to be submitted.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p> | |
| 8. | <p>Clause no. 2.16.8 Qualification and competence of key staff Page-24</p> | <p>1.Team leader- Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design components of large infrastructure development projects like Townships, SEZ’s, Industrial cities, etc.</p> | <p>Please modify the clause as below; Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design/PMC/Supervision components of large infrastructure development</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |

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| | | Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience. The Team leader may be either from the Lead member of the consortium or the JV partner. | projects like Townships, SEZ's, Industrial cities, Smart City etc. Should have experience of being Team Leader/ Deputy Team leader/ Project Director/ Project Coordinator in at least 2 earlier Infrastructure Development projects. It is desirable to have international experience. The Team leader may be either from the Lead member of the consortium or the JV partner. | |
| 9. | Clause no. 2.16.8 Qualification and competence of key staff Page-25 | 2. Senior Urban Planner / Senior Master Planner 3. Senior Infrastructure Planner/ Engineer | Please remove the requirements of "At least 5 out of the 15 years' experience should be international experience" As this is a NCB project so only Indian firm or Indian Subsidiary of International Firms will participate and it is difficult to get person with International Experience in Indian firms. | The conditions of the RfQ cum RfP remain unchanged |
| 10. | General Query Page 24 | Clause no. 2.16.8 Qualification and competence of key staff There is no position of Environmental Expert position mentioned. | Environmental Expert Position should be accepted and added in Clause 2.17.3 Qualification and competence of key staff As per RFP Clause 5.13.4 there is Scope of work for Environmental Impact Assessment for this project And The Selected Consultant/s are required to prepare & complete the EIA study as per the Model ToR issued by MoEF and also obtain the additional ToR for this project. Please confirm without Environmental Expert how this scope can be covered. Hence we | The conditions of the RfQ cum RfP remain unchanged |

| | | | | request to add the Environmental Position | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------------------|---|--|--|--|----|-----------------|---|----|---------|--|----|---------|--|----|---------|--|----|-------------------------|--|---|----|-----------------|---|----|------------------|--|----|------------------|--|----|------------------|--|----|-------------------------|--|----------------------|
| 11. | Form 3C: Format Page 35 | <table border="1"> <thead> <tr> <th colspan="3">(Average Annual Turnover of Applicant)</th> </tr> <tr> <th>SN</th> <th>Financial years</th> <th>Revenue from Consultancy Services (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2016-17</td> <td></td> </tr> <tr> <td>2.</td> <td>2017-18</td> <td></td> </tr> <tr> <td>3.</td> <td>2018-19</td> <td></td> </tr> <tr> <td>4.</td> <td>Average Annual Turnover</td> <td></td> </tr> </tbody> </table> <p>Note: 1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by the Lead Member.</p> | (Average Annual Turnover of Applicant) | | | SN | Financial years | Revenue from Consultancy Services (INR) | 1. | 2016-17 | | 2. | 2017-18 | | 3. | 2018-19 | | 4. | Average Annual Turnover | | <p>We request you to kindly consider the Average Annual Turnover of last 3 years i.e; 2017-18, 2018-19 and 2019-2020 OR 2016-17, 2017-18 and 2018-19</p> <p>Please consider minimum Average Annual Turnover requirement of INR 100 crore as a combined one as this is a NCB project and project cost is not so high that Lead should require this huge turnover. Lead may have more than 30 crore and INR 100 crore can be combined one. Please modify the form accordingly as below;</p> <p>Form 3C (Average Annual Turnover of Applicant)</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Financial years</th> <th>Revenue from Consultancy Services (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2017 - 18</td> <td></td> </tr> <tr> <td>2.</td> <td>2018 - 19</td> <td></td> </tr> <tr> <td>3.</td> <td>2019 - 20</td> <td></td> </tr> <tr> <td>4.</td> <td>Average Annual Turnover</td> <td></td> </tr> </tbody> </table> | SN | Financial years | Revenue from Consultancy Services (INR) | 1. | 2017 - 18 | | 2. | 2018 - 19 | | 3. | 2019 - 20 | | 4. | Average Annual Turnover | | Refer Corrigendum-1. |
| (Average Annual Turnover of Applicant) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SN | Financial years | Revenue from Consultancy Services (INR) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | 2016-17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 2017-18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | 2018-19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Average Annual Turnover | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SN | Financial years | Revenue from Consultancy Services (INR) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | 2017 - 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 2018 - 19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | 2019 - 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Average Annual Turnover | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | <p>Note: In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by all the members combined</p> | |
| 12. | Clause 6.6.2.1 Page - 103 | <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 against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> | <p>Kindly modify the clause as: 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) Six (6) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> | <p>The conditions of the RfQ cum RFP remain unchanged</p> |

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| | | | <p>It will be very difficult to get equally or better qualified personnel with reduced remuneration, so kindly allow for the substitution on same rates and remove the reduction of remuneration clause.</p> <p>Please also allow the replacement of Team leader because replacement will be required only for health, resignation etc. ground.</p> | |
| 13. | <p>Clause 6.11 LIQUIDATED DAMAGES Page - 105</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>Kindly modify the clause as: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 5 % of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract..</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |
| 14. | <p>Clause 2.16.5 Tentative schedule for selection process The Client will</p> | <p>Proposal Due Date : 22nd December 2020</p> | <p>We request to extend the Bid submission date and allow at least 21 working days from the date of Clarification/Corrigendum published by the Client. (Seeing the current scenerio of</p> | <p>Refer Corrigendum-1</p> |

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| | endeavour to follow the following schedule Page 22 | | panamedic Covid issue, there is lack of staff and resources in preparing the bid.) | |
| 15. | EGIS Section 2: Instructions to Consultants 2.16.7; Page No 24 | <ul style="list-style-type: none"> 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 conditions of the RfQ cum RfP remain unchanged |
| 16. | Section 2: Instructions to Consultants 2.16.8 (1): Team Leader; Page No 24 | The Team leader may be either from the Lead member of the consortium or the JV partner. | We request the client to allow Team Leader with a dedicated work contract for the project duration. | The conditions of the RfQ cum RfP remain unchanged |
| 17. | Section 3: Technical Proposal – Standard Forms Form 3 I: Applicant’s Experience; Page No 49 | <p>Projects without the proof of experience from client will not be considered for evaluation.</p> <p>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.</p> <p>The proof, without the sufficient information necessary for evaluation, shall not be considered.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p> | <p>In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.</p> <p>Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.</p> | Proof of Construction/Completion may be supplemented by secondary data/ public domain information and shall be considered, if found adequate/ sufficient |
| 18. | Section 5: Terms of Reference Background & Annexure C | An area of approximately 12,403 acres has been demarcated for the development of Industrial Nodes/Clusters. The site map is enclosed as Annexure C. | The total area as per Annexure C is 3878 Acres. We request the client to please share a detailed breakup of areas for industrial clusters as part of the project. | Please refer Corrigendum-1 |

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| 19. | 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. | We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third party proof check, is to be diligently adhered/ complied to by the consultant at no additional costs. | |
| 20. | Section 5: Terms of Reference 5.13.7 Page No 88 | <ul style="list-style-type: none"> • Liasoning / Expediting /Follow-up with MoEF and/or any other authority for the early receipt of TOR and with other statutory/non-statutory bodies for getting various permissions/clearances etc. • Expediting/Follow-up with MoEF/ other statutory bodies for the early receipt of Environmental Clearance. • In case the projects attracts provisions of the Forest (Conservation) Act, 1980,..... Liasoning / Expediting /Follow-up with MoEF&CC & State Environment & Forest Department for the early receipt of Forest clearance and Wildlife Clearance. • Preparation of Social Impact 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. | We believe that all statutory fee required for approvals/ clearances for pollution, forest, wildlife, environment, social, R&R etc. from 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. | The conditions of the RfQ cum RfP remain unchanged |
| 21. | Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 90 | Deliverables and Timeframe | Based on experience from similar assignments it is felt that the time period given for completion of base map (i.e. 3 months) is insufficient and should be increase to at least 4 months from the date of start of assignment considering the level of effort involved and the fact that procurement of | The conditions of the RfQ cum RfP remain unchanged |

| S. No | Milestone | Duration |
|-----------------------------|---|-------------|
| 1 | Inception report and Quality Assurance Plan | D+15 days |
| 2 | Market demand analysis | D+1.5 month |
| 3 | Final Base map | D+3 months |
| 4 | Land suitability analysis and technical assessment report | D+4 months |
| 5 | Preliminary master plan report | D+5 months |
| 6 | Final Master plan report and preliminary financial model | D+8 months |
| 7 | Urban design / Landscaping / Branding guidelines | D+8 months |
| 8 | Final plot control sheets | D+9 months |
| 9 | Statutory plan | D+10 months |
| 10 | Notification of the final master plan | D+11 months |
| 11 | Design basis report | D+11 months |
| 12 | Draft preliminary design report including detailed economic analysis along with costing | D+13 months |
| 13 | Final EIA clearance | D+13 months |
| 14 | Final preliminary design report with 3D model and tender packages & BIM model | D+15 months |
| 15 | Selection of EPC/DB contractor(s) | D+20 months |
| 16 | Approval of GFC's | D+24 months |
| 17 | Hand holding and assistance to client | D+30 months |
| D*-Start date of assignment | | |

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| | | <p>satellite imagery through NRSC can take a lot of time.</p> <p>The total assignment duration maybe kept same by adjusting delivery time of milestones from Milestone No 10 and onwards.</p> | |
| <p>22.</p> | <p>Section II: General Conditions of Contract 6.3.2: Commencement of Services; Page No 99</p> | <p>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.</p> | <p>Requesting the client to allow at least 30 days for the commencement of services.</p> <p>The conditions of the RfQ cum RfP remain unchanged</p> |
| <p>23.</p> | <p>Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No 99</p> | <p>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, 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</p> | <p>As per accepted best practices for contract, we recommend the following definition for "Force Majeure" to be considered: "Neither party to this Contact shall be liable for any failure or delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of</p> <p>The conditions of the RfQ cum RfP remain unchanged</p> |

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| | | <p>of Force Majeure, provided that the Party affected by such an event:</p> <p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</p> <p>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</p> | <p>war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p> <p>Requesting the client to please consider it during execution of the contract,.</p> | |
| 24. | <p>Section II: General Conditions of Contract 6.6.2.1: Removal and/or Replacement of Key Personnel; Page No 103</p> | <p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> | <p>It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |
| 25. | <p>Section II: General Conditions of</p> | <p>The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within</p> | <p>We request that this breakup be made 80% within 45 days in case comments are not received from Client/</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |

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| | Contract 6.8.2: Payment to the Consultants; Page No 104 | 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 requested as it impacts staffing and budgeting if the State Government Approvals do not comeback with comments in time for the next deliverable. This change will significantly improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC. | |
| 26. | Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 105 | 6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract. | As per standard consulting practices, liquidated damages are limited to 0.5% per week subject to a maximum of 10% of the agreement value. Requesting the client to please consider. | The conditions of the RfQ cum RfP remain unchanged |
| 27. | 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 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 | As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value. Please confirm. | The conditions of the RfQ cum RfP remain unchanged |

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| | | <p>pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p> | | |
| 28. | <p>Section III: Special Conditions of Contract 6.5.7; Page No 108</p> | <p>Limitation of the Consultants’ Liability towards the Client</p> | <p>Requesting the client to limit the Consultant’s maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), to a maximum of 100% of the amount of fees received under this Contract or equivalent to the contract value.</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |
| 29. | <p>Section III: Special Conditions of Contract 6.5.7; Page No</p> | <p>Limitation of the Consultants’ Liability towards the Client</p> | <p>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</p> | <p>The conditions of the RfQ cum RfP remain unchanged</p> |

| | 108 | | be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom". | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------|---|---|---|--|----------------|---|---|---|---|------------------------|---|---|----------------|---|---|---|----|---|--------------------------------|---|---|--|----|---|--|---|---|---------------------------|---|---|----------------|---|----|---------------------------------------|----|----|---------------------|---|----|---|---|----|---------------------|----|----|---|---|----|-----------------------------------|---|----|--|---|---|--|
| 30. | Section III: Special Conditions of Contract 6.8.1: Payment Terms; Page No 110 | <p>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</p> <table border="1" data-bbox="510 544 1167 991"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Fee Payable(%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception report and Quality Assurance Plan</td> <td>5</td> </tr> <tr> <td>2</td> <td>Market demand analysis</td> <td>5</td> </tr> <tr> <td>3</td> <td>Final Base map</td> <td>5</td> </tr> <tr> <td>4</td> <td>Land suitability analysis and technical assessment report</td> <td>10</td> </tr> <tr> <td>5</td> <td>Preliminary master plan report</td> <td>5</td> </tr> <tr> <td>6</td> <td>Final Master plan report and preliminary financial model</td> <td>10</td> </tr> <tr> <td>7</td> <td>Urban design guidelines/landscaping/branding</td> <td>5</td> </tr> <tr> <td>8</td> <td>Final plot control sheets</td> <td>5</td> </tr> <tr> <td>9</td> <td>Statutory plan</td> <td>5</td> </tr> <tr> <td>10</td> <td>Notification of the final master plan</td> <td>10</td> </tr> <tr> <td>11</td> <td>Design basis report</td> <td>5</td> </tr> <tr> <td>12</td> <td>Draft preliminary design report including detailed economic analysis along with costing</td> <td>5</td> </tr> <tr> <td>13</td> <td>Final EIA clearance</td> <td>10</td> </tr> <tr> <td>14</td> <td>Final preliminary design report with 3D model and tender packages and BIM model</td> <td>5</td> </tr> <tr> <td>15</td> <td>Selection of EPC/DB contractor(s)</td> <td>5</td> </tr> <tr> <td>16</td> <td>Approval of GFC's and handholding and assistance to client</td> <td>5</td> </tr> </tbody> </table> <p>D*-Start date of assignment</p> <p>1. Milestone No. 3: Final Base map</p> | S. No | Milestone | Fee Payable(%) | 1 | Inception report and Quality Assurance Plan | 5 | 2 | Market demand analysis | 5 | 3 | Final Base map | 5 | 4 | Land suitability analysis and technical assessment report | 10 | 5 | Preliminary master plan report | 5 | 6 | Final Master plan report and preliminary financial model | 10 | 7 | Urban design guidelines/landscaping/branding | 5 | 8 | Final plot control sheets | 5 | 9 | Statutory plan | 5 | 10 | Notification of the final master plan | 10 | 11 | Design basis report | 5 | 12 | Draft preliminary design report including detailed economic analysis along with costing | 5 | 13 | Final EIA clearance | 10 | 14 | Final preliminary design report with 3D model and tender packages and BIM model | 5 | 15 | Selection of EPC/DB contractor(s) | 5 | 16 | Approval of GFC's and handholding and assistance to client | 5 | <p>Milestone No. 3: Base Mapping is a critical exercise which apart from surveying and mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary; and the procurement of satellite imagery. This is a time taking and physical resource intensive process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value.</p> | The conditions of the RfQ cum RfP remain unchanged |
| S. No | Milestone | Fee Payable(%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Inception report and Quality Assurance Plan | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Market demand analysis | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Final Base map | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Land suitability analysis and technical assessment report | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Preliminary master plan report | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Final Master plan report and preliminary financial model | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Urban design guidelines/landscaping/branding | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Final plot control sheets | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Statutory plan | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Notification of the final master plan | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Design basis report | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Draft preliminary design report including detailed economic analysis along with costing | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Final EIA clearance | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Final preliminary design report with 3D model and tender packages and BIM model | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Selection of EPC/DB contractor(s) | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Approval of GFC's and handholding and assistance to client | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31. | 2.9.4 c | | We believe that the requirements of international project might be removed considering national bidding [Ref : 2.9.4 c] | Refer Corrigendum-1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32. | 2.16.8 | | We also believe that requirements of having international projects should also remove from experts marking system considering national bidding | The conditions of the RfQ cum RfP remain unchanged | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | [Ref : 2.16.8] | |
| 33. | 2.16.7 | | We believe that the firms can use their parent company credentials without taking them in JV/Consortim [Ref : 2.16.7] | JV/ Consortium is required to use the credentials of sister/ parent firm |
| 34. | | | Looking to the scope of works to justice, we believe key experts man months should be 200+ while support staff should be 250+. Reques to relook please. In absence of such man months, there may be huge variations in financial quote and eventually difficult for the client to judge / evaluate at par. | Refer Corrigendum-1 |
| 35. | Page 34 | 2.9.4 e) Minimum Qualification Criteria: Average annual turnover for last 3 financial years -Rs 100 Cr | Request you consider Annual turnover criteria of Rs 100 crore jointly for all Consortium members. | Refer Corrigendum-1. |
| 36. | Page 24 | 2.16.7 <ul style="list-style-type: none"> Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project. | NICDC has floated RFPs for other nodes and industrial regions that required same or similar kind of experience and expertise of key personnel/ staff. As input of key staff is on intermittent basis so request you kindly allow the same team for bidding the project. | The conditions of the RfQ cum RfP remain unchanged |
| 37. | 2.6.2 | An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin | We understand that an International firm in JV with its Indian subsidiary can lead the consortium. Please confirm. | The conditions of the RfQ cum RfP remain unchanged |
| 38. | 2.9.4 | Average annual turnover for last 3 financial years as | It is requested to relax the average turnover to Rs 70 Crores or consider | Refer Corrigendum-1. |

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| | Form 3C | Rs 100 Crores In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by the Lead Member. | the total turnover of Joint Venture. Alternatively, it is requested to consider that the average annual turnover criteria be allowed to be met by any member of the consortium. Please confirm. | |
| 39. | 2.11.3 | During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on | Considering the pandemic situation and reshuffling of experts in changing market, we request you to amend this clause to replace the expert with better education and experience in case of substitution and no financial deduction should occur. | The conditions of the RfQ cum RfP remain unchanged |
| 40. | Annexure C | Area for development in Odisha | The introductory paragraph of Section 5 provides an area of 12403 Acres of Land in Orissa Industrial Node, whereas the two location maps for industrial corridors provided under Annexure C shows the 4 set of different locations with area of the villages under each cluster {(i) J1-954 Acres, (ii) K1-1459 Acres, (iii) K2- 465 Acres and (iv) B1-1000 Acres} which together account for only 3878 Acres. <ul style="list-style-type: none"> We would request you to provide the location details of the balance 8525 Acres of | Refer Corrigendum-1 |

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| | | | <p>land.</p> <ul style="list-style-type: none"> • It is also requested to provide exact demarcation of various locations of the sites for the purpose of better appreciation of the project and assessment of efforts required under the project. • We also request client to share the distance between the clusters shown as J1, K1, K2... • Please confirm if separate EIA is envisaged for each cluster/location. • Also, we request client to share land acquisition status of the area. | |
| 41. | 5.2.3, Proof Checking | For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant. | As per our understanding, this comes into scope of EPC contractor appointed after preliminary design engineering. It is suggested that this clause be deleted as consultant under this scope shall be performing preliminary design only and not detailed design. Please consider | The conditions of the RfQ cum RfP remain unchanged |
| 42. | 5.5.2.1 | Also, the procurement of the satellite imagery is the responsibility of the consultant | Procurement of satellite imagery is a time-consuming task and we request SPV to procure it on their behalf and Consultants shall assist SPV /client | The conditions of the RfQ cum RfP remain unchanged |

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| | | | technically. The available imageries are generally best for preparation of Base Map and subsequently a fresh survey will be carried out using UAV which shall capture latest / precise information. Please confirm our understanding. | |
| 43. | 5.14.1 | Handholding and assistance to client | We request client to clear the scope during handholding period and confirm the duration of the handholding period. | Refer RfQ cum RfP document |
| 44. | 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. | We request that 80% payment due be released against a milestone to maintain a healthy cashflow as the comments/ approval from state govt. generally takes time which is beyond the reasonable control of the consultants. | The conditions of the RfQ cum RfP remain unchanged |
| 45. | 2.16.5 | Proposal Due Date | We request client to provide at least 4 weeks of time after response to pre bid queries to prepare quality proposal as the pandemic situation is not allowing the Consultants to open office having an impact on the working efficiency. | Refer Corrigendum-1 |
| 46. | Clause 2.1.21, Page no: 6 | 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. | Your understanding is correct |

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| 47. | Clause 2.1.22, Page no: 6 | Project Office: Consultant is advised to have their main Project Office in Odisha | Kindly let us know the location where the project office is to be established. Also, will the office space be provided by NICDC? | Refer Corrigendum-1 The consultant shall at their own cost setup the office space |
| 48. | Clause 2.7.3 Page no: 11 | Technical Proposal: Point no 1. The team leader proposed must be permanent full-time employees of the firm. | To meet the specific and dedicated requirement, please allow us to propose Team Leader, who is external and shall be available full time for the project upon successfully award. | The conditions of the RfQ cum RfP remain unchanged |
| 49. | Clause 2.9.5 Page no: 18 | Technical Evaluation Criteria: 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. | Kindly refer “Points” of Clause 2.9.5 (a) |
| 50. | Clause 2.11.3 Page no: 20 | The Client will not normally consider..... 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. | Reducing the remuneration drastically from 100 % to 80% is very harsh, as this is an uncertain event which gets influenced due to many other uncertain events/considerations. Hence, we request you to kindly consider the reduction from 100% to 90% and then subsequent replacement would attract a reduction in a scale of 10% in future. | The conditions of the RfQ cum RfP remain unchanged |
| 51. | Form 3C: Page no: 34 | Form 3C: Format for Pre-qualification Proposal. Note: 1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by the Lead Member. | We kindly request you to consider the Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by all the consortium member instead of Lead Member. | Refer Corrigendum-1. |
| 52. | Clause 6.1.1 Page no: 95 | Definitions: 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 | In a Contract, all the parties defined in the recitals (Client and Consultant) has to perform their respective duties. Hence we request you to modify (a) as: “the ability | The conditions of the RfQ cum RfP remain unchanged |

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| | | Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement; | of the Client or Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement.” | |
| 53. | Clause 6.3.5.1 Page no: 99 | 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. | The definition may include the events of Pandemic and epidemic as well. | The conditions of the RfQ cum RfP remain unchanged |
| 54. | Clause 6.4.5 Page no: 101 | Payment upon termination: If the Contract is terminated pursuant to Clause 6.4.1(a), 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 conditions of the RfQ cum RfP remain unchanged |
| 55. | Clause 6.6.2.2 & 6.6.2.3, Read Together Page no: 103 & 104 | 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 written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. 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 | 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 (including the charges for interview etc.) as well as the charges for withdrawal of the replaced candidate. | The conditions of the RfQ cum RfP remain unchanged |

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| | | 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 remuneration which would have been payable to the personnel replaced. | | |
| 56. | Clause 6.8.2 Page no: 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 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. | The conditions of the RfQ cum RfP remain unchanged |
| 57. | Clause 6.11 Page no: 105 | Liquidated damages: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract. | It is requested to modify the LD clause from 1% of the contract fees for 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 contract fees to 5% of the total contract fees. | The conditions of the RfQ cum RfP remain unchanged |
| 58. | Page 24, Section 2.16.7 - List of minimum key | "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 | Considering the scale of this assignment (project area - 12,403 acres) and the scope | Please refer Corrigendum-1 |

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| | personnel/ staff | 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.” | involved, it is requested to increase the minimum man-months of key experts to at least 150 man-months . | |
| 59. | Annexure C, Pages 124 & 125 | | The two pages show a total of 7 sites with a total area of 3,878 acres. The site information provided in Annexure C is as follows: a) J1 - Kalinganagar Ph-1 - 954 acres b) K2 - Niala - 213 acres c) K2 - Aranga - 252 acres d) K1 - Malipada - 884 acres e) K1 - Lahanga - 198 acres f) K1 - Mundamba - 377 acres g) B1 - Bideipur – 1000 acres Total of 7 sites spread across 3 districts of Jajpur, Khurda and Bhadrak – 3,878 acres Request NICDC to provide co-ordinates of proposed 12,403 acres. | Please refer Corrigendum-1 |