

Preparation of Detailed Master Plan & Preliminary Design Report and Transaction Advisory for Roads & Services/ Utilities for Integrated Manufacturing Cluster (IMC) at Agra in Uttar Pradesh under Amritsar Kolkata Industrial Corridor (AKIC) Project

Reply to Pre-Bid Queries

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
1.	Clause 2.9.4 Minimum Qualification Criteria, Point d), Pg 17	Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	Kindly replace with phrase Bid Process Management/ Transaction Advisory. In the eligible sector kindly add 'water'.	Refer Corrigendum-1
2.	Clause 2.9.4 Minimum Qualification Criteria, Pg 16- 17	Projects 'a' 'b' 'c' and 'f' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects (category (b)) completed to 80 percent can be considered. For 'a', 'b', 'c' and 'f', a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.	Kindly consider 80% completion applicability in category (d) and (e) projects as well. Also, consider repetition of project across (d) and (e) as well.	Refer Corrigendum-1
3.	2.9.4 Minimum Qualification Criteria, Point e), Pg 17	Experience in undertaking assignments on Investment Promotion and related activities in past 5 years with any central/ state government or their entities in India. At least one out of the two assignments must have a value of INR 1 crore.	Investment promotion is part of many of our projects including those of bid process management/transaction advisory. However a specific certificate is not available in this regard. Kindly remove this as an additional and exclusive requirement in PQ.	The condition of the RfQ cum RfP remains unchanged.
4.	Clause 2.11.3 Negotiation, Pg. 20	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	We request for relaxation in fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged.

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		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.		
5.	Clause 2.17.2 List of minimum key personnel/ staff, Pg. 24	The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. 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.	Refer Corrigendum-1
6.	Clause No. 2.17.3 Pg.25, Position No.1	Team Leader	We request you to reduce the minimum years of experience for Team leader to 15 years. 15years is adequate for leading multidisciplinary teams for this nature of project.	The condition of the RfQ cum RfP remains unchanged.
7.	Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point B3	Overseas/ International experience-10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial etc. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV	The condition of the RfQ cum RfP remains unchanged.

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			on international experience. Kindly consider and confirm.	
8.	Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged.
9.	Clause 5.5.2.1 Surveys and Investigations, Pg. 67,68	The consultant shall procure the data regarding land boundaries, topography, land acquisition etc.	Kindly suggest if the State Government can share with us the cadastral maps of the site, readily (at no cost) or Consultants have to obtain the same at their cost.	Data, if available, with the Client/State Govt shall be shared with the successful bidder
10.	Clause 5.5.2.6 Surveys and Investigations, Pg. 67	The consultants shall conduct traffic surveys.	Kindly suggest the minimum requirement for traffic volume count and origin-destination surveys.	The survey shall be conducted in consultation with/requirement of the client/State Govt
11.	Clause 5.5.3.2, Pg. 68	A list of available reports includes "The Overall Perspective Plan for the Region".	We request for a copy of the overall perspective Plan.	Data, if available, with the Client/State Govt shall be shared with the successful bidder
12.	Clause 5.5.2.7 Surveys and Investigations, Pg. 68	The consultants shall carry out geotechnical investigations and sub-surface explorations.....	Kindly suggest the minimum requirement for surveys.	The survey shall be conducted in consultation with/requirement of the client/State Govt
13.	Clause 5.13.8 Scope of Services for Branding strategy, pg.	(vii) Concept development, production and execution of all marketing and sales campaigns and the branding and marketing materials for the project.	Kindly confirm our understanding of this scope: <ul style="list-style-type: none"> The Consultant shall prepare the concepts and designs of all branding material; 	Refer Annexure-D of the Corrigendum-1

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	92,93		<p>however the cost of production of branding material shall be borne by the Client.</p> <ul style="list-style-type: none"> • Road shows/investors conferences shall be hosted by the Client; Consultant shall prepare and provide the necessary technical presentations & designs for brochures which shall be printed by the Client • In case the Consultant is required to travel to the location of any road shows / investor conferences, the Client shall bear the travel and accommodation expenses of the Consultant 	
14.	Clause 5.14.1 pg. 94 and clause 6.8.1, Pg. 113 & 114	Deliverables and Timeframe and fees payable	A total of 15 deliverables are mentioned as outcome but showing 17 deliverables. Kindly update the serial numbers.	Refer Corrigendum-1
15.	Clause 5.14.1 pg. 94 and clause 6.8.1, Pg. 113 & 114	Deliverables and Timeframe and fees payable	Kindly add the "Submission of TOR to MoEFCC for Environment clearance" as one of the deliverable so as to initiate the EIA related works timely.	The condition of the RfQ cum RfP remains unchanged.

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16.	Clause 5.14.1 pg. 94 and clause 5.13, Pg. 88	Deliverable 14a. Preparation of RFP document for selection of PMC;	Detailed scope of services for Part 11 is Preparation of tender documents and drawings for selection of contractor(s)in clause 5.13, pg.88 whereas deliverable 14a is "Preparation of RFP document for selection of PMC". Not in synchronization with the scope. Kindly clarify.	Refer Corrigendum-1
17.	II. General Conditions of Contract, Clause 6.8.2, Payment to Consultants, Pg.108	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.	Based on Consultant experience of on-going project, it is tedious to obtain State approval. We therefore, request NICDC to relax the payment conditions and amend the clause as per following: "Upon submission of a deliverable it is to be presented before NICDC and State Authorities through VC say within 5 days, and whatever would be their comments, shall be accordingly incorporated say another 5 days' time" and major payment would be released to consultant thereafter, rather than waiting and pursuing for approval from State. In between, due to series of submissions with a very short gap in between, kindly consider to	The condition of the RfQ cum RfP remains unchanged.

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			release 90% payment due against a particular milestone if comments/approval from the respective State Government is not received within 10 days from the date of forwarding the report.	
18.	II. General Conditions of Contract, Clause 6.11 Liquidated damages, Pg. 109	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 0.5% of the contract fees.	The condition of the RfQ cum RfP remains unchanged.
19.	III. Special Conditions of Contract, Clause 6.8.1, Pg. 108	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies...	Since a large number of surveys are involved during master plan preparation it is desired that the payment upto the 7 th deliverable be increased from 40% to 50%.	The condition of the RfQ cum RfP remains unchanged.
20.	Annexure C Pg. 128		The site map provided is schematic and does not show the exact boundary of the site. Kindly provide map of site boundary with phase 1 and phase 2 area delineated.	Refer Corrigendum-1
21.			Finally, we request for 2-3 weeks' timeframe for submission of bids, after receiving pre-bid clarifications.	The condition of the RfQ cum RfP remains unchanged.

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22.	2.9.4 Minimum Qualification Criteria Page No. 16 & 17	<p>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 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.</p> <p>b) 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>	<p>As the experiences are considered over a period of Ten years, the cost index will have a variation.</p> <p>Hence, request NICDCL to kindly consider 10% escalation per year for the Capital cost calculation to bring it to current price index.</p>	The condition of the RfQ cum RfP remains unchanged.
23.	2.9.4 Minimum Qualification Criteria Page No. 17	<p>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.</p>	<p>As already included under S. No. a), we request NICDCL to consider "SEZ's or Urban Infrastructure Projects" also for S. No. c) criteria.</p> <p>S. No. c) may be amended as:</p> <p>"Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project, SEZ's or Urban Infrastructure Projects of similar nature of at least 5sq.km. on which construction work has started. Experience of last ten</p>	The condition of the RfQ cum RfP remains unchanged.

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			years will only be considered.”	
24.	2.9.4 Minimum Qualification Criteria Page No. 17	Note at the end of Table: Projects ‘a’ ‘b’ ‘c’ and ‘f’ shall be collectively referred to as “Eligible Projects”. For Eligible Projects, ongoing projects (category (b)) completed to 80 percent can be considered. For ‘a’, ‘b’, ‘c’ and ‘f’, a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.	We understand that there is no category ‘f’ and has been inadvertently mentioned as a typo error. Please confirm. Also, request NICDCL to kindly consider of “however, a maximum of two such projects shall be admissible” to qualify for all three categories.	The condition of the RfQ cum RfP remains unchanged.
25.	General	Deadline of Submission	As already indicated in the RFP, we once again humbly request to provide atleast the 02 weeks’ time for bid submission from the date of issue of clarifications.	The condition of the RfQ cum RfP remains unchanged.
26.	Section 2: Instructions to Consultants 2.9.4; Page No 16	Minimum Qualification Criteria: d) Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	We understand that relevant projects undertaken by the bidder outside India will be considered for qualification. Requesting the client to please confirm.	The condition of the RfQ cum RfP remains unchanged.
27.	Section 2: Instructions to Consultants 2.9.4; Page No 16	Minimum Qualification Criteria: d) Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500	We request you to change minimum Project cost of eligible assignment to INR 300 Crore for establishing Transaction Advisory experience.	The condition of the RfQ cum RfP remains unchanged.

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		crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.		
28.	Section 2: Instructions to Consultants 2.9.4; Page No 16	Minimum Qualification Criteria: d) Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	We request you to change bidders experience of past 10 years for establishing Transaction Advisory experience.	The condition of the RfQ cum RfP remains unchanged.
29.	Section 2: Instructions to Consultants 2.9.4; Page No 16	Minimum Qualification Criteria: e) Experience in undertaking assignments on Investment Promotion and related activities in past 5 years with any central/ state government or their entities in India. At least one out of the two assignments must have a value of INR 1 crore.	We request you to change bidders experience of the past 10 years for eligible assignments on Investment Promotion and related activities.	The condition of the RfQ cum RfP remains unchanged.
30.	Section 2: Instructions to Consultants 2.17.2; 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 condition of the RfQ cum RfP remains unchanged.
31.	Section 2: Instructions to Consultants 2.17.2; Page No 24	<ul style="list-style-type: none"> The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab. 	We believe that this is a typological error and the key staff proposed should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Uttar Pradesh.	Refer Corrigendum-1
32.	Section 2:	<ul style="list-style-type: none"> The consultants are free to make their own 	As per understanding 70 man-	Refer Corrigendum-1

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	Instructions to Consultants 2.17.2; Page No 24	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.	months is very less time for completing the deliverables considering the scale of the assignment. Thus, we request NICDC to increase the man-months of the key experts to 150 months.	
33.	Section 2: Instructions to Consultants 2.17.3 (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 competent freelance Team Leader with a dedicated work contract for the project duration.	The condition of the RfQ cum RfP remains unchanged.
34.	Section 2: Instructions to Consultants 2.17.3 (2): Senior Urban Planner / Senior Master Planner; Page No 25	<ul style="list-style-type: none"> 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. 	Requesting the client to reduce the international experience of the expert from 5 years to 3 years.	Refer Corrigendum-1
35.	Section 2: Instructions to Consultants 2.17.3 (3): Senior Infrastructure Planner/ Engineer; Page No 25	<ul style="list-style-type: none"> At least 5 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments. 	Requesting the client to reduce the international experience of the expert from 5 years to 3 years.	Refer Corrigendum-1

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36.	Section 2: Instructions to Consultants 2.17.3 (15): Investment Promotion Expert; Page No 27	<ul style="list-style-type: none"> Should have relevant Graduation/ Post Graduation in marketing/ business administration/ management or equivalent with hands on experience in advising governments/ other bodies on investment promotion and strategy. Should have worked for at least two investment promotion projects. 	Requesting the client to consider Chartered Accountant as a relevant educational qualification for this expert position.	The condition of the RfQ cum RfP remains unchanged.
37.	Section 3: Technical Proposal – Standard Forms Form 3 I: Applicant’s Experience; Page No 50	<ul style="list-style-type: none"> Projects without the proof of experience from client will not be considered for evaluation. The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. For Eligible Projects, ongoing projects completed to 80 percent can be considered. 	<p>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>	The condition of the RfQ cum RfP remains unchanged.
38.	Section 5: Terms of Reference 5.2.3; Page No 64	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.	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.	The condition of the RfQ cum RfP remains unchanged.
39.	Section 5: Terms of Reference	Deliverables and Timeframe	Based on experience from similar assignments it is felt that the time	The condition of the RfQ cum RfP remains unchanged.

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	5.14: Deliverables and timeframe; Page No 94	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Duration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception report and Quality Assurance Plan</td> <td>D+15 days</td> </tr> <tr> <td>2</td> <td>Market demand analysis along with economic impact assessment report</td> <td>D+1.5 month</td> </tr> <tr style="background-color: yellow;"> <td>3</td> <td>Final Base map</td> <td>D+2 months</td> </tr> <tr> <td>4</td> <td>Land suitability analysis and technical assessment report</td> <td>D+2.5 months</td> </tr> <tr> <td>5</td> <td>Preliminary master plan report</td> <td>D+3.5 months</td> </tr> <tr> <td>6</td> <td>Final Master plan report and preliminary financial model along with report on appropriate financing/ funding strategy (project model) for the project</td> <td>D+4.5 months</td> </tr> <tr> <td>7</td> <td>Urban design / Landscaping / Branding guidelines/Plot control sheets</td> <td>D+5.5 months</td> </tr> <tr> <td>8</td> <td>Design basis report & Notification of Final Master Plan along with Submission of report on investor outreach – preliminary interest and feedback from proposed partners/ investors</td> <td>D+7 months</td> </tr> <tr> <td>9</td> <td>Draft preliminary design report including detailed economic analysis along with costing and Commercial model, list of contract/concession agreements specific for Phase-1 and further development, ideal contract structure and draft RFP/RFQ documents for contract/Concession agreement(s) along with Submission of report on communication and engagement strategy for regulators and stakeholders</td> <td>D+8.5 months</td> </tr> <tr> <td>11</td> <td>Final Environment Clearance</td> <td>D+9 months</td> </tr> <tr> <td>13</td> <td>Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets</td> <td>D+10 months</td> </tr> <tr> <td>14</td> <td>Preparation of RFP document for selection of PMC along with Final contract / concessionaire agreements design along with tender evaluation and developer selection criteria & Material required for road show – pitch books, investor/ partner contacts, marketing collateral.</td> <td>D+11 months</td> </tr> <tr> <td>15</td> <td>Selection of EPC/DB contractor(s) as per approved packages</td> <td>D+18 months</td> </tr> <tr> <td>16</td> <td>Review of GFC's</td> <td>D+24 months</td> </tr> <tr> <td>17</td> <td>Hand holding and assistance to client</td> <td>D+30 months</td> </tr> <tr> <td colspan="3">D*-Start date of assignment</td> </tr> </tbody> </table>	S. No	Milestone	Duration	1	Inception report and Quality Assurance Plan	D+15 days	2	Market demand analysis along with economic impact assessment report	D+1.5 month	3	Final Base map	D+2 months	4	Land suitability analysis and technical assessment report	D+2.5 months	5	Preliminary master plan report	D+3.5 months	6	Final Master plan report and preliminary financial model along with report on appropriate financing/ funding strategy (project model) for the project	D+4.5 months	7	Urban design / Landscaping / Branding guidelines/Plot control sheets	D+5.5 months	8	Design basis report & Notification of Final Master Plan along with Submission of report on investor outreach – preliminary interest and feedback from proposed partners/ investors	D+7 months	9	Draft preliminary design report including detailed economic analysis along with costing and Commercial model, list of contract/concession agreements specific for Phase-1 and further development, ideal contract structure and draft RFP/RFQ documents for contract/Concession agreement(s) along with Submission of report on communication and engagement strategy for regulators and stakeholders	D+8.5 months	11	Final Environment Clearance	D+9 months	13	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months	14	Preparation of RFP document for selection of PMC along with Final contract / concessionaire agreements design along with tender evaluation and developer selection criteria & Material required for road show – pitch books, investor/ partner contacts, marketing collateral.	D+11 months	15	Selection of EPC/DB contractor(s) as per approved packages	D+18 months	16	Review of GFC's	D+24 months	17	Hand holding and assistance to client	D+30 months	D*-Start date of assignment			<p>period given for completion of base map (i.e. 2 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 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 after Milestone 7. Urban design/ landscaping/ branding guidelines and onwards.</p>	
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40.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 94	Deliverables and Timeframe	<p>From our prior experience of preparing master plans/ development plans we understand that final notification of statutory plans can sometimes take significantly long time. Therefore, we request Client to restrict Consultant's scope to proving technical support towards submission of application for notification of final master plan since the primary responsibility for</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>																																																			

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41.	Section II: General Conditions of Contract 6.3.2: Commencement of Services;; Page No 103	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.																																																
42.	Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No	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	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	The condition of the RfQ cum RfP remains unchanged.																																																

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	103	<p>considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p> <p>6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:</p> <p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</p> <p>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</p>	<p>delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p> <p>Requesting the client to please consider it during execution of the contract,.</p>	
43.	Section II:	Termination by the Consultants	Requesting the client to add the	The condition of the RfQ cum RfP

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
	General Conditions of Contract 6.4.2: Page No 104		following clause: <ul style="list-style-type: none"> • In case the client commits the material breach of any of the terms & conditions of this contract and is called upon to rectify such breach and fails to rectify the same within the notice period or such extended or further period as may be agreed between the parties. 	remains unchanged.
44.	Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 107	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.	It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.	The condition of the RfQ cum RfP remains unchanged.
45.	Section II:	The client will release 60% payment due against a	We request that this breakup be	The condition of the RfQ cum RfP

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
	General Conditions of Contract 6.8.2: Payment to the Consultants; Page No 108	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.	made 80% within 45 days in case comments are not received from Client/ 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.	remains unchanged.
46.	Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 109	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	As per standard consulting practices, liquidated damages are limited to 0.5% per week subject to a maximum of 10% of the agreement value. Requesting the client to please consider.	The condition of the RfQ cum RfP remains unchanged.
47.	Section II: General Conditions of Contract 6.13.2; Page No	Indemnity	As per accepted best practices for contract, we suggest capping of Indemnity up to a maximum of agreement value.	The condition of the RfQ cum RfP remains unchanged.

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	110		Please confirm.	
48.	Section III: Special Conditions of Contract 6.5.7; Page No 112	Limitation of the Consultants' Liability towards the Client	Requesting the client to please add the following clause: <i>"Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom".</i>	The condition of the RfQ cum RfP remains unchanged.
49.	Section III: Special Conditions of Contract 6.5.8 Risks and coverage; Page No 113	Risks and coverage	We understand that large consultancy organisation generally take insurances for their overall contracts under an Umbrella policy. Requesting the client to please confirm if the same should be acceptable subject to attestation of client name on the policy documents.	The condition of the RfQ cum RfP remains unchanged.

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50.	Section III: Special Conditions of Contract 6.8.1: Payment Terms; Page No 113	<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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Fee Payable (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Inception report and Quality Assurance Plan</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">2</td> <td>a. Market demand analysis</td> <td style="text-align: center;">5</td> </tr> <tr> <td></td> <td>b. 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Material required for road show – pitch books, investor/partner contacts, marketing collateral	3	15	Selection of EPC/DB contractor(s) as per approved packages	5	16	Review of GFC's	5	17	Hand holding 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> <p>Milestone No. 8: From our experience of statutory processes on similar projects; we understand that the Notification of Final Master Plan being state subject, sometimes '<i>Notification of the master plan</i>' does not happen 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.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
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50.	Page 6 Clause 2.2.1	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. We request you to please allow the bidder minimum 3 weeks' time post receipt of pre bid comments.	The condition of the RfQ cum RfP remains unchanged.
51.	Page 11 Clause 2.7.3 Point No. 1	The team leader proposed must be permanent full-time employees of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	We request you to modify this clause as follows: It is desirable that the 50% of other key staff be permanent full-time employees of the firm.	The condition of the RfQ cum RfP remains unchanged.
52.	Page 11 Clause 2.7.3 Point no.2	If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the consultant and key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.	As it is practically impossible to obtain a certificate from current employer/consultant of a key staff for future project for non- permanent staff of a consultant, we request you to change this clause as follows: If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.	The condition of the RfQ cum RfP remains unchanged.

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53.	Page 11 Clause 2.7.3 Point no.10	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects.	NICDC will appreciate that most of the clients does not issue completion certificates with full details as mentioned in the clause. We therefore request NICDC to allow to include relevant pages of the contract agreement or other approvals given by the Client during or after completion of the project to substantiate the desired details.	Proof of construction may be supplemented by secondary data/ public domain information and shall be considered, if found adequate/sufficient
54.	Page 16 Clause 2.9.4 S.no. g)	Average annual turnover for last 3 financial years Rs. 100 Crore	Considering the overall scope of work and the Consultancy Fees for the said scope of work as mentioned in RFP document, the requirement of 100 Crore Average annual turnover for last 3 financial years seems to be at higher side. Thus, for more competitive participation, we request you to kindly reduce the Average Turnover to at least 70 Crore.	The condition of the RfQ cum RfP remains unchanged.
55.	Page 17 Section 2 Instruction to Consultants; clause 2.9, sub- clause 2.9.4	Minimum Qualification Criteria: Point 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.	We request you to kindly consider on-going experience for preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km.	The condition of the RfQ cum RfP remains unchanged.

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		Experience of last ten years will only be considered.		
56.	Page 17 Section 2 Instruction to Consultants; clause 2.9, sub- clause 2.9.4	Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	We request you to please consider the projects duly executed with Private developers as well. Please confirm.	Refer Corrigendum-1
57.	Page 17 Section 2 Instruction to Consultants; clause 2.9, sub- clause 2.9.4	Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	We request you to please consider the minimum project cost of at least 250 cr. Please confirm.	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
58.	Page 17 Section 2 Instruction to Consultants; clause 2.9, sub-clause 2.9.4	Experience in undertaking assignments on Investment Promotion and related activities in past 5 years with any central/ state government or their entities in India. At least one out of the two assignments must have a value of INR 1 crore	We request you to please consider the projects duly executed with Private developers as well. Please confirm.	Refer Corrigendum-1
59.	Page 20 Clause 2.11.3	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for	There is scarcity of good professionals in the market and with so many options available for these professionals, the experts move to other organisation more frequently. There are 17 key experts, Hence, we request you to allow the consultant for substitution upto maximum of 9 (Nine) personnel. Also, the reduction in remuneration of the key personnel in excess of two (2) is 20% and thereafter it is 10% which is on a very higher side. As a general practice it is only 5% and that too under exceptional circumstances. Please confirm.	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
		<p>reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>		
60.	Page 29 Clause 2.17.4 B3	Overseas / International Experience	Please clarify on the said term "International Experience of the expert" to be considered during evaluation. Whether working on international projects in India will be counted as International experience. Please confirm	The condition of the RfQ cum RfP remains unchanged.
61.	Page 35 Section 3, Form 3C, Note 1	In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue satisfied jointly by the consortium with the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover.	We request you to have 50% of average annual turnover for the lead firm. Please confirm.	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query									
62.	Page 73 Section 5 ; clause 5.9	Detailed Scope of Services for Part 7: Detailed Master Plan and Statutory Plan (along with Notification of the Master Plan)	Kindly clarify if notification of master plan means undergoing whole process of invitation of objections, public hearing, and consideration of suggestions in final master plan and final submission to state government for notification. We request that instead of notification process to be undertaken with state government, proposed master plan could be approved by the local authority so that further detailed designing and procurement process can be initiated as per designated time schedule.	The condition of the RfQ cum RfP remains unchanged.									
63.	Page 94 Section 5; clause 5.14, sub-clause 5.14.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Duration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3</td> <td>Final Base map</td> <td style="text-align: center;">D+2 months</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Design basis report & Notification of Final Master Plan</td> <td style="text-align: center;">D+7 months</td> </tr> </tbody> </table>	S. No	Milestone	Duration	3	Final Base map	D+2 months	8	Design basis report & Notification of Final Master Plan	D+7 months	We like to appraise that procurement of satellite imagery may take 30 days to 60 days of time which should be considered in finalising timelines for deliverables. Notification of Final Master Plan will undergo state government process which can consume more time than designated. Therefore, we	The condition of the RfQ cum RfP remains unchanged.
S. No	Milestone	Duration											
3	Final Base map	D+2 months											
8	Design basis report & Notification of Final Master Plan	D+7 months											

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
			request you not to include that period in total deliverable timelines.	
64.	Page 108 Clause 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.	To execute the overall scope of work and the efforts required for various submissions, the release of 60% payment is very much on lower side. We hereby propose to have 70% payment on submission, 20% within 45 days of submission and balance 10% on approval. Please confirm.	The condition of the RfQ cum RfP remains unchanged.
65.	Page 109 Clause 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	If it is conclusively proved that the delay is because of the Consultant, then this clause will be applicable. Please confirm	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
		<p>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>		
66.	2.7.11.7, Page No 13	<p>Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.</p> <p>Applicant Experience</p>	<p>Majority of clients refrain from providing part completion certificates, We understand that consultant raised invoice is acceptable- Please confirm.</p> <p>Also consider the marking score as 100% for partly completed/ongoing projects for evaluation</p>	<p>Proof of construction/ experience may be supplemented by secondary data/ public domain information and shall be considered, if found adequate/sufficient</p>
67.	2.1.22, Page No. 6	<p>Project Office Location At Agra</p>	<p>We understand that resources availability at project office shall be on need basis only and not for full time presence in the site office. Please clarify</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
68.	6.8.2- Payment Terms. Page No. 108	<p>The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency</p>	<p>Please consider release of payment up to 85% against particular milestone within 30 days from date of invoice.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
69.	5.14 Deliverables & Milestones. Page No. 94	<p>All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.</p> <p>Payment Milestones of 5% for EPC Contractor Selection and GFC Review (5%)</p>	<p>a) Please consider the hardcopies submissions maximum upto 3. Soft copies submissions in PDF format. The editable files only to be submitted for finalised option of master plan. – Please confirm.</p> <p>b) Please consider the deletion of these payment milestones and adjust the slab towards these in first five milestones (i.e. from Inception till the final master plan) , as the EPC contractor selection and performance of EPC contractor towards timely submission of Preliminary designs and GFCs to the consultant is futuristic risk and dependent on external factors beyond control of consultant.</p>	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
70.	6.6.2, Page No. 113/128	<p>Removal and/or Replacement of Key Personnel</p> <p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p> <p>The replacement of the team leader shall not be considered.</p>	<p>We understand that the replacement of two (2) personnel is permitted for each position and not overall during the term of the Contract. Please confirm.</p> <p>It is stated that only two (2) replacements will be allowed. However, from this wording, it seems more than two (2) replacements may be made subject to reduction in remuneration as indicated. Please clarify.</p> <p>Also, a reduction of 20% of the remuneration for the first replacement is huge, particularly in light of the fact that it is permitted only under exceptional circumstances. It is, therefore, requested to lower this reduction to 5% and accordingly each subsequent reduction to 10%, 15% and so on.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
71.	6.11/Page No. 115/128	<p>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.</p>	<p>It is suggested that the LDs should apply only in cases where the failure to complete by the Consultant is solely attributable to the Consultant. However, if the same is contributed to by the Client or is dependent on the approval from the State Government / Nodal agency and the delay results therefrom then, the LDs should not apply.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
72.	6.13.2/Page No. 116/128	<p>Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a</p>	<p>The obligation to indemnify and hold harmless is stated to be available against all claims, damages, losses etc whether directly or indirectly related to or arising from, among other things, breach by the Consultant of any of its obligations etc. It is requested that any indemnity or hold harmless obligations should be restricted to claims, damages, losses etc. ensuing directly from, among others,</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
		<p>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>	<p>breach by the Consultant. That is, the Consultant suggests deletion of the word “indirect” as it appears in this clause.</p>	
73.	6.5.7/Page No. 118-19/128 (SCC)	<p>Limitation of the Consultants’ Liability towards the Client</p> <p>(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled</p>	<p>As the limitation of Consultant’s liability is capped either to the total payments for Professional Fees and Reimbursable Expenditure or the insurance proceeds the Consultant is entitled to receive, whichever is higher, it is requested to de-link the cap on liability from the insurance payout. The Consultant requests to limit the cap just to the total payments for Professional Fees and Reimbursable</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
		<p>to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	Expenditure made.	
74.	2.9.5 Technical Evaluation Criteria: (a). Page No. 18	The firm should have successfully completed 3 nos. of Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	<p>Since such transactions for infrastructure projects will be executed in phases, it is requested to reduce minimum project cost to INR 200 Crore. This will allow the client to receive a better response and competition.</p> <p>We also suggest since the transactions are primarily related to using land asset for industrial or real estate investments, the client should also allow transactions in the private sector to be included.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p> <p>Refer Corrigendum-1</p>

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
75.	2.9.5 Technical Evaluation Criteria: (a), Page No. 18	The firm should have experience of executing 2 nos. of assignments on Investment Promotion (minimum 1-year period and assignment value of minimum INR 1 crore) in last 5 years either with Central or State Government in India.	We understand that the client's intent here is to market and transact the industrial lands, other than residential or commercial uses, of a site of total area of about 1100 acres whereas the investment promotion is a much wider terminology for a country, state or region which also includes the FDI promotion, fiscal policies and attraction of the investors for the State or Central programs. As the primary intent of the client is to use the potential of land for industrial and commercial/residential real estate investments by global and local players, we request the client to also include the direct marketing experience as relevant experience under investment promotion, for both public sector and private sector	Projects with relevant scope covered shall be considered, if found adequate and as per the requirements of the RfQ cum RfP

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
			<p>clients. Such marketing projects are undertaken by all IPCs as part of the transaction process. Such marketing experience invariably includes the scope items included under a typical investment promotion project, without being specifically titled as Investment Promotion project.</p>	
76.	2.9.5 Technical Evaluation Criteria: (a)	<p>The firm should have successfully completed 3 nos. of Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.</p>	<p>Since the project will be transacted in a few phases, it is requested the minimum project cost be reduced to INR 200 Crore. This will allow the client to receive a better response and competition. We also suggest since the transactions are primarily related to using land asset for industrial or real estate investments, the client should also allow transactions in the private sector to be included.</p>	Refer Corrigendum-1

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
77.	2.9.5 Technical Evaluation Criteria: (a)	The firm should have experience of executing 2 nos. of assignments on Investment Promotion (minimum 1-year period and assignment value of minimum INR 1 crore) in last 5 years either with Central or State Government in India.	<p>It appears that the client's intent here is to market and transact the industrial lands, other than residential or commercial uses, of a site of total area of about 1100 acres whereas the investment promotion is a much wider terminology for a country, state or region which also includes the FDI promotion, fiscal policies and attraction of the investors for the State or Central programs.</p> <p>As the primary intent of the client is to use the potential of land for industrial and commercial/residential real estate investments by global and local players, we request the client to also include the direct marketing experience as relevant experience under investment promotion, for both public sector and private sector clients. Such marketing projects are undertaken by all IPCs as part of the transaction process. Such marketing experience invariably includes the scope items included under</p>	Projects with relevant scope covered shall be considered, if found adequate and as per the requirements of the RfQ cum RfP

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
			a typical investment promotion project, without being specifically titled as Investment Promotion project.	
78.	2.9.4 Pg 22/128	Experience in successfully completing Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	Infrastructure projects are long gestation period assignments and hence transactions take long time to close. Hence, we request that this clause to be removed from the RFP	The condition of the RfQ cum RfP remains unchanged.
79.	2.9.4 Pg 23/128	Experience in undertaking assignments on Investment Promotion and related activities in past 5 years with any central/ state government or their entities in India. At least one out of the two assignments must have a value of INR 1 crore.	We request that the authorities should allow investment promotion experience for ongoing assignments and international experience should also be considered.	The condition of the RfQ cum RfP remains unchanged.
80.	Page 110	6.13.2 Indemnity	Request you to kindly consider the below: The indemnity obligations should be capped up to the fee payable.	The condition of the RfQ cum RfP remains unchanged.
81.	Page 112	6.5.7 Limitation of the Consultants' Liability towards the Client	Request if the said clause be modified as follows: 6.5.7 Limitation of the Consultants' Liability towards the Client (a) Except in case of negligence or wilful misconduct on the part of the Consultants or	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
			<p>on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p>	
82.	Page 106	6.5.8 Risks and coverage	<p>Request you to kindly consider the below: Only Professional Liability Insurance to be retained, rest should be deleted.</p>	The condition of the RfQ cum RfP remains unchanged.

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
83.	New clause	-	<p>Request you to kindly consider adding a new clause as below:</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	
84.	2.9.5 Technical Evaluation Criteria: (a)	The firm should have successfully completed 3 nos. of Transaction Advisory Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development) (with minimum project cost of at least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years.	<p>Since the project will be transacted in few phases, we request you to reduce the minimum project cost to INR 200 Crore.</p> <p>Since the transactions are primarily related to land asset for industrial or real estate investments, we request you to allow transactions in the private sector to be considered as eligible projects.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p> <p>Refer Corrigendum-1</p>
85.	2.9.5 Technical Evaluation Criteria: (a)	The firm should have experience of executing 2 nos. of assignments on Investment Promotion (minimum 1-year period and assignment value of minimum INR 1 crore) in last 5 years either with Central or State Government in India.	It appears that the client's intention is to market and transact the industrial lands, other than residential or commercial uses, of a site of total area of about 1100 acres whereas the investment promotion is a much wider terminology for a country, state or region which also includes the FDI promotion, fiscal policies and attraction of the investors for the State or Central programs.	Projects with relevant scope covered shall be considered, if found adequate and as per the requirements of the RfQ cum RfP

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S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Reply to Query
			<p>As the primary intent of the client is to use the potential of land for industrial and commercial/residential real estate investments by global and local players, we request you to also include the direct marketing experience as relevant experience under investment promotion, for both public sector and private sector clients. Such marketing projects are undertaken by all IPCs as part of the transaction process. Such marketing experience invariably includes the scope items included under a typical investment promotion project, without being specifically titled as Investment Promotion project.</p>	