

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
1.	Section 5, TOR, Page 67 Annexure B, Page 124	An area of approximately 3,500 acres has been demarcated for the development of IMC at Baddi-Barotiwala-Nalagarh (BBN). The site map is enclosed as Annexure – B.	The Annexure B does not provide a clear Site demarcation of 3500 acres. Request you to kindly provide an additional map giving the detail of the project Site and location of all its land extent.	The terms and conditions of the RfQ cum RfP document remains unchanged.
2.	Section 5, TOR, Page 67	Status of the Demarcated Land	Please confirm if the entire land area of 3500 acre is under possession of the State government?	The terms and conditions of the RfQ cum RfP document remains unchanged.
3.	Section- 5.5.2.1, Page 71	Surveys and investigations- Also, the procurement of the satellite imagery is the responsibility of the consultant.	Since the Final Base map is required in 2 months, it is requested that NICDC kindly procures the required satellite imagery, as procurement will require long time as the time taken depends upon the availability with NRSC.	The terms and conditions of the RfQ cum RfP document remains unchanged.
4.	Section- 5.14.1, Page 98	Deliverables and timeframe Base Map – D+2 Months	Kindly increase the time limit for Base map preparation, as it requires procurement of satellite imagery, Conducting DGPS survey and other surveys. As understood from the given site map, the project involves multiple sites, spread over a large area. NICDC is requested to consider this factor and increase the time limit for same.	The terms and conditions of the RfQ cum RfP document remains unchanged.
5.	Section-3, Page 36	Form 3C: Format for Technical qualification Proposal: 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	Request you to kindly consider the required annual turnover to meet the JV partners jointly.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		minimum of 60% of Average Annual Turnover.		
6.	Special clause of contract, page no 118, clause 6.5.7	<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 to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>We request you to amend the clause as mentioned:</p> <p>6.5.7 Limitation of the Consultants' Liability towards the Client</p> <p><del>(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:</del></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 <del>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability,</del> whichever of (i) or (ii) is higher.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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7.	Special clause of contract, page no 119, clause 6.5.8	<p>Risks and coverage</p> <p>(a) <b>Third Party motor vehicle liability insurance</b> as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>(b) <b>Third Party liability insurance</b> with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.</p> <p>(c) <b>Professional Liability Insurance:</b> Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to</p>	<p>We observe only Professional Liability Insurance by the virtue of providing consultancy services.</p> <p>We request you to limit the clause under risks and coverage to <b>Professional Liability Insurance</b> only.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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		<p>receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p> <p><b>(d) Employer’s liability and workers’ compensation insurance</b> shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p><b>(e) Any other insurance</b> that may be necessary to protect the Client, its employees and</p>		

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		its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.		
8.	General conditions of contract, Page 115	<b>Indemnity:</b> 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 defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof;	We request you to consider the indemnify obligations to be capped up to the fee payable to the consultant by the client.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		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.		
9.	6.4.2 Termination by the consultant, page no 109	The Consultants may terminate this Contract, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of the events specified in this clause: a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or b) if, as the result of Force Majeure, the Consultants are	We request you to modify the clause as 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.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		unable to perform a material portion of the Services for a period of not less than sixty (60) days.		
10.	Page 37	<p>Form 3D - Format for Joint Bidding Agreement (in case of JV/ Consortium)</p> <p>4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:</p> <p>a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;</p> <p>5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.</p>	<p>Form 3D - Format for Joint Bidding Agreement (in case of JV/ Consortium)</p> <p>4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:</p> <p>a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract <b><u>subject always to the prior agreement of the Party of the Second Part;</u></b></p> <p>5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.</p> <p><b><u>The defaulting Member shall be liable to indemnify and hold harmless the other Member against any claim made by the Authority or third party for actual or threatened liability, damage, loss or expense to the extent that such liability, damage, loss or expense is attributable to any breach, negligence, default or non-performance by such defaulting party.</u></b></p>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		6. Member in-Charge: a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;	6. Member in-Charge: a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it <b><u>provided that the Member in Charge shall not act without the prior consultation of other Members.</u></b> The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;	
11.	Form 3D	8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.	8. Termination: <b><u>This Agreement shall come into force on the date of its signature by the Parties of the Consortium and shall continue to be in full force and effect until the earliest occurrence of the following events, when it shall terminate, (a) date of notification by the Client of the rejection of the Joint tender by the Consortium in whole or in part; or (b) date of designation of the award of the Contract to another party other than the Consortium; or (c) expiration date of the validity of the tender; or (d) if the Consortium is not able to agree on the terms and conditions of the Contract with the Client; or (e) the comprehensive and definitive settlement of all accounts and disputes between the Parties and the Client and between the Parties themselves. In addition, Party of the Second Part may also terminate this Agreement, immediately upon written notice to the Party of the First Part, if it reasonably determines that</u></b>	The terms and conditions of the RfQ cum RfP document remains unchanged.



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			<p><del>Party of the Second Part can no longer be a part of the Consortium in accordance with applicable law or professional obligations. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.</del></p>	
12.	Page 42	<p>Form 3E - Format for Power of Attorney for Authorised representative</p> <p>Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in</p>	<p>Form 3E - Format for Power of Attorney for Authorised representative</p> <p>Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), <del>with power to sub- delegate to any person,</del> to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for <del>and selection as consultant for</del> [name of assignment], to be developed by</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by National Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.	National Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.  <b><u>This Power of Attorney shall be effective, binding, and operative till _____ (date-Tenure of the Project), if not revoked earlier or as long as the said Attorney is in the service of the LLP, whichever is earlier.</u></b>	
13.	Page 43	Form 3F -POA for Lead Member of JV/ Consortium We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address],and M/s.[name of Party],having our registered office at [registered address], (hereinafter collectively	Form 3F -POA for Lead Member of JV/ Consortium We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address],and M/s.[name of Party],having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to	designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby <del>irrevocably</del> authorise the Attorney <del>(with power to sub- delegate to any person)</del> to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy	

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		queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Authority.	and/ or upon award thereof until the Contract is entered into with the Authority.	
14.	General Query	General Query	Please allow the <b>Indian Subsidiary of International consultancy</b> firm to use the credential of its Parent Company (International Firm) as International capability of Indian Firm (as it is NCB) is difficult.	The terms and conditions of the RfQ cum RfP document remains unchanged.
15.	Payment to the consultant		<b>Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project.</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
16.	Clause 2.7.3. page no. 12	The team leader proposed must <b>be permanent full-time</b> 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	<b>Kindly remove the permanent employment clause</b> and instead of that an <b>undertaking will be provided for availability</b> of the Team leader for the entire duration of the project.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		contract to work on this project.		
17.	Clause No. 2.9.4 Page No. 17 & 18	<p><b>Minimum Qualification Criteria:</b></p> <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>Kindly modify the clause as:</b></p> <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 <b>Rs. 300 Crore</b> each <b>for which Client Certification is provided.</b> Experience of last ten years will only be considered.</p> <p><b>Please remove the requirement proof of Construction Work has been started.</b></p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
18.	Clause No. 2.9.4 Page No. 17 & 18	<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><b>Kindly modify the clause as:</b></p> <p>b) Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) <b>Roads &amp; Bridges</b> or utility services (water supply, sewage disposal, drainage network, <b>lake Development/ protection,</b> 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 terms and conditions of the RfQ cum RfP document remains unchanged.
19.	Clause No. 2.9.4 Page No. 17 & 18	<p>c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential</p>	<p><b>Kindly modify the clause as:</b></p> <p>Experience in preparation of Detailed Master Planning/ <b>Detail Project Report</b> SEZ, Industrial Park, Industrial/</p>	The terms and conditions of the RfQ cum RfP document

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		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.	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.  Also please remove the requirements of; a. <b>“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).</b>  <b>Also, As this is an NCB project request to consider the Indian projects instead of International project.</b>	remains unchanged.
20.	Clause No. 2.9.4 Page No. 17 & 18	d) Experience in successfully completing Transaction Advisory/ Bid Process Management 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/ Private Developers in the past 7 years  - <b>No. of Projects: 2</b>	<b>We request to consider 1 project qualifying the eligibility criteria</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
21.	Clause 2.9.5 Technical Evaluation Criteria (a) Page – 18 &19	<b>Specific experience of the consultants related to the Assignment</b> The firm should have undertaken / completed 5 nos of similar project of Master Planning/ Preliminary	<b>Kindly modify the clause of Specific experience of the consultants related to the Assignment as</b> The firm should have undertaken / completed 5 nos of similar project of Master Planning/ Preliminary Engineering/ <b>Detail Project Report (as</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		<p>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"> <li>• Roads</li> <li>• Water supply</li> <li>• Sewerage</li> <li>• Drainage</li> <li>• Integrated solid waste management</li> <li>• Power/Energy</li> <li>• ICT Infrastructure</li> <li>• PPP Concessions (if any)</li> </ul> <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>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 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"> <li>• Roads &amp; Bridges</li> <li>• Water supply</li> <li>• Sewerage</li> <li>• Drainage</li> <li>• Lake Development/protection</li> <li>• Integrated solid waste management</li> <li>• Power/Energy</li> <li>• ICT Infrastructure</li> <li>• PPP Concessions (if any)</li> </ul> <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>	

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
22.	Clause 2.9.5 Technical Evaluation Criteria (a) Page – 18 &19	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.	<b>We request to consider 1 no. of project under this category 6 points per project Maximum points = 6</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
23.	Clause 2.9.5 Technical Evaluation Criteria (a) Page – 18 &19	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.	<b>We request to consider 1 no. of project under this category 2 point per project Maximum points = 2</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
24.	Clause 2.9.5 Technical Evaluation Criteria (a) Page – 18 &19	2 nos of Projects related to EIA studies and EIA clearance in India in last 5 years also to be submitted 1 point per project Maximum points=2	<b>We request to consider 1 no. of project under this category 2 point per project Maximum points = 2</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
25.	Page No. 36	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 revenue satisfied jointly by the consortium with the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover.	<b>We request to consider combine consortium Turnover instead of Lead member</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.



## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
26.	Clause no. 2.16.9 Qualification and competence of key staff Page- 26	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.. Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience. The Team leader must be from the Lead member of the consortium.	<b>Please accept the changes in Team Leader Qualification clause as below;</b> 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/ <b>PMC/ Supervision</b> components of large infrastructure development projects like Townships, SEZ's, Industrial cities, <b>Smart City</b> etc. Should have experience of being Team Leader/ <b>Deputy Team leader/ Project Director/ Project Coordinator</b> in at least <b>2 earlier Infrastructure Development</b> projects. It is desirable to have international experience. The Team leader may be either from the Lead member of the consortium <b>or the JV partner.</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
27.	Clause no. 2.16.9 Qualification and competence of key staff Page- 26	Senior Urban Planner / Senior Master Planner Senior Infrastructure Planner/ Engineer  Urban Designer	Please remove the requirements of <b>2 &amp; 3: "At least 3 out of the 15 years' experience should be international experience"</b> <b>4: "At least 3 out of the 10 years' experience should be international experience"</b> <b>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.</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
28.	Clause 6.6.2.1 Page – 112.	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	<b>Kindly modify the clause as:</b> 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	The terms and conditions of the RfQ cum RfP document remains unchanged.

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		<p>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>during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of <del>two (2)</del> <b>6 (six)</b> 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><b>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. Please also allow the replacement of Team leader because replacement will be required only for health, resignation etc. ground.</b></p>	
29.	<p>Clause 6.11 LIQUIDATED DAMAGES Page - 114</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</p>	<p><b>Kindly modify the clause as:</b> If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, <b>fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay or part thereof.</b> The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a <b>maximum of 5 % of the total contract</b> fees. The client may assess the applicability of the</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		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.	liquidated damages, if any at the time of the closure of the contract.	
30.	Clause No. 2.16.6 Page no. 24	Proposal Due Date: 18/10/2021	<b>We request you to kindly extend the date of submission of Bid by at least 21 days from the date of pre bid reply.</b>	Refer Corrigendum 1
31.	<b>Section 2. Instructions to Consultants</b> Page number 3	2.1.2 The Applicants shall submit the proposals online through GeM Portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> ). <b>Bid proposals received in the manual form at the client's address will not be accepted.</b> & 2.1.4 The Applicant shall submit the Proposal in the form and manner specified in this RfQ cum RfP. Proposals must be submitted online as per the date and time mentioned in this document. <b>Hard copies of documents as specified in this RfQ cum RfP should also be submitted to NICDC Office as per the time and date mentioned in this RFQ cum RFP.</b>	Kindly clarify whether Hard copy submission is to be done for the bid.	Only the documents mentioned are to be submitted, not the bid proposals. The terms and conditions of the RfQ cum RfP document remains unchanged.
32.	<b>Section 2. Instructions to Consultants Exemption of fees for MSMEs</b> Page number 7	<b>2.1.21</b> 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	Kindly clarify if the Exemption of Fees for MSMEs is applicable <b>if one of the parties in the consortium is a registered MSME</b>	The MSME exemption is valid only for lead member of the consortium. The terms and conditions of the RfQ cum RfP document

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		Enterprises, Govt. of India and Rule 153 of GFR 2017.		remains unchanged.
33.	<b>2.9.4 Minimum Qualification Criteria:</b> Page number 17	d) Experience in successfully completing Transaction Advisory/ Bid Process Management 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/ Private Developers in the past 7 years.	Request to amend the clause to the following, as the nature of the projects is carried out phase-wise and will happen in longer duration:  d) Experience in successfully completing Transaction Advisory/ Bid Process Management Services for infrastructure sector projects (roads, ports, airports, railways, real estate, industrial development and urban development/ <b>Energy / Power</b> ) (with minimum project cost of at least <b>INR 300 crore</b> ) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities/ Private Developers in the past <b>10 years</b> .	The terms and conditions of the RfQ cum RfP document remains unchanged.
34.	<b>2.9.4 Minimum Qualification Criteria:</b> Page number 18	“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.  Number of projects – 2”	Request you to kindly revise the clause to the following  “Experience in undertaking assignments on Investment Promotion and related activities in past 5 years with any central/ state government or their entities in India.  <b>Number of projects – 1”</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
35.	<b>2.9.5 Technical Evaluation Criteria</b> Page 19	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	Request to amend the clause to the following as the nature of the projects is carried out phase-wise and will happen in longer duration:  The firm should have successfully completed 3 nos. of Transaction Advisory Services for infrastructure sector projects (roads, ports, airports,	The terms and conditions of the RfQ cum RfP document remains unchanged.

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		least INR 500 crore) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past 7 years	railways, real estate, industrial development and urban development / <b>Energy / Power</b> ) (with minimum project cost of at least <b>INR 300 crore</b> ) with Govt. Agency/ State Govt./ PSUs/ PSEs/ Govt. Authorities in the past <b>10 years</b>	
36.		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.	Request to amend the clause to the following:  The firm should have experience of executing <b>1 nos.</b> 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.	The terms and conditions of the RfQ cum RfP document remains unchanged.
37.	2.16.9 Qualification and competence of key staff  Page 26	Senior Urban Planner / Senior Master Planner Total Experience – 15 years At least 3 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.  Senior Infrastructure Planner/ Engineer - Total Experience – 15 years At least 3 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.  Urban Designer	We request to keep international experience <b>as desirable</b> , as most of the capable and experienced resources are available to meet the job description	The terms and conditions of the RfQ cum RfP document remains unchanged.

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		Total Experience – 10 Years At least 3 out of the 10 years' experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.		
38.	2.16.9 Qualification and competence of key staff  Page 28	Procurement Expert  Qualification - Graduation/ Post Graduation in Finance/ Architect/ Project/ Construction Management/ Civil Engineering	Requesting you to amend the clause to the following, as legal experts also have the desirable experience that fits the job description:  Qualification - Graduation/ Post Graduation in Finance/ Architect/ Project/ Construction Management/ Civil Engineering / <b>Law</b>	The terms and conditions of the RfQ cum RfP document remains unchanged.
39.	5. Terms of Reference  5.5 Detailed scope of services for Part 3: Technical Assessments, Market Survey and Demand Assessments, and Financial Feasibility Model  Page 72	5.5.2 Surveys and investigations  5.5.2.5 The Consultant shall carry out a detailed physical site survey to map all relevant physical features along with a topographic survey and/ or any other survey required for the site area and prepares contour maps and labels as required for the project.	Kindly clarify whether Drone / LiDAR survey can be used to carry out the said investigation.	The terms and conditions of the RfQ cum RfP document remains unchanged.
	SYSTRA			
40.	Page No. 19, Para 2.9.5 Technical Evaluation	For Eligible Projects, ongoing projects completed to 80 percent can be considered.	We understand here that for all the Evaluation Criteria mentioned under Clause (a), the ongoing projects	The terms and conditions of the RfQ cum RfP document

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
	Criteria – Clause (a) Specific experience of the consultants related to the Assignment		completed to 80 percent will be considered. Kindly confirm.	remains unchanged.
41.	Page No. 53, Form 3I: Applicant's Experience	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.	We understand here that in absence of client certificate mentioning required parameters, the supporting documents like Contract Agreement, extract from project reports / deliverables can also be eligible as the proof of experience. Kindly accept.	The terms and conditions of the RfQ cum RfP document remains unchanged.
42.	Page No. 54, Form 3J: Description of Approach, Methodology and Work Plan for Performing the Assignment	The work plan should be consistent with the Work Schedule of Form 3O.	It seems a typo-error. The Work Plan should be consistent with the Work Schedule of Form 3N. Kindly review.	Refer Corrigendum 1
43.	Page No. 21, Sub Para 2.12.2 and Page No. 118, SCC 6.1.1(n)	2.12.2 Performance Security: Performance Security equivalent to 3 (three) percent of the total cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract.	Kindly review the Performance Security requirement and confirm the percentage of the total cost of financial proposal as a Security. We believe that it should be 3% as per Government Notification. Kindly confirm.	Refer Corrigendum 1

## REPLY TO PRE-BID QUERIES

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

Sr. No.	Reference	Clause	Query/ Suggestion	Response from NICDC
		6.1.1(n) Performance Security (i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.		
44.	Page No. 60, Form 3O: Financial Proposal Declaration Form	Form 3O: Financial Proposal Declaration Form (To be submitted along with Technical Proposal)	We believe that Form 3O must be submitted along with the Financial Proposal rather than Technical Proposal as it might disclose a kind of financial information which is against the transparent procurement practice. Kindly review and amend.	The terms and conditions of the RfQ cum RfP document remains unchanged.