

Response to Prebid queries for GeM Bid no. GEM/2024/B/5507358				
S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
1.	Page 7	<p><b>Point 2. Statutory Registration:</b></p> <p>The bidder must be registered with- EPF, ESIC and GST/ Income Tax department or other Statutory Authorities for consultancy services.</p>	<p>Please refer to point 2, Statutory Registration. We understand requirement of bidder to be registered with relevant statutory authorises.</p> <p>Accordingly, we request you to grant ESIC Exemption as it is not applicable to the larger firms.</p>	ESIC may be exempted for larger firms or wherever not applicable.
2.	Page 7	<p><b>Point 4. Financial Capacity:</b></p> <p>The bidder shall have an average annual turnover of at least INR 10 crore or more for last three financial years (2021-</p>	<p>Please refer to point 4, We understand that the bidder shall have an average turnover.</p>	RFP conditions remain unchanged.

		<p>22, 2022-23 and 2023-24). The bidder shall submit duly filled Annexure-II and submit the same.</p> <p><b>**The turnover mentioned above shall supersede the turnover value displayed in GeM Bid**</b></p>	<p>However, to ensure the quality of work, we request you to kindly raise the annual turnover to at least INR 100 crore.</p>	
3.	Page 8	<p><b>Point A1. Financial Strength:</b></p> <p>The bidder shall have an average annual turnover of at least INR 10 crore** or more for last three financial years (2021-22, 2022-23 and 2023-24).</p> <p><b>**The turnover mentioned above shall supersede the turnover value displayed in GeM Bid**</b></p>	<p>Please refer to point A1, in accordance to ensuring the quality of delivery, requesting you to kindly consider the marking scheme as: INR 100 – 150 crores: 4 marks INR 150 – 300 crores: 6 marks INR 300 &amp; above: 10 marks</p>	<p>RFP conditions remain unchanged.</p>

4.	Page 8	<p><b>Point B2. Technical Strength:</b> The firm Should have experience in providing consultancy/Transaction advisory services for any Govt. body/PSUs/Ministries etc. having single project cost of more than INR 2000 crores in the last 5 Years.</p>	<p>Please refer to point B2, we understand the requirement of experience in providing consultancy services for any Govt. body/ PSUs/ Ministries etc. However, we request you to kindly lower the cost of single project to INR 1000 crore in the last 5 years.</p>	<p>RFP conditions remain unchanged.</p>
5.	Page 11	<p><b>Point K. Payment Terms:</b> Payment shall be made within 15 days of every month after submission of the invoice along with related documents i.e. EPF, ESI, Salary Sheet.</p>	<p>Please refer to point K, request you to remove requirement of submission of EPF, ESI, Salary Sheet along with invoice.</p>	<p>RFP conditions remain unchanged.</p>

6.		Additional Clause	“In accordance with standard industry practice, aggregate liability under this RFP and in connection with the services shall be for direct damages and shall, in all circumstances and events, be limited to one time the fees paid and shall not be liable for any indirect or consequential losses.”	RFP conditions remain unchanged.
7.	Page no 7	<b>Point no. VI.3- Blacklisting:</b> Bidders should not have been blacklisted by Departments / Ministries of the Govt. of India / State Govt. or PSUs during last 3 years and continues to be so.	Bidders should not have been blacklisted by Departments / Ministries of the Govt. of India / State Govt. or PSUs during last 3 years and	RFP conditions remain unchanged.

			continues to be so.	
8.	Page no 7	<p><b>Point no. VI.4- Financial Capacity:</b> The bidder shall have an average annual turnover of at least <b>INR 10 crore</b> or more for last three financial years (2021-22, 2022-23 and 2023-24). The bidder shall submit duly filled Annexure-II and submit the same.</p> <p><b>**The turnover mentioned above shall supersede the turnover value displayed in GeM Bid**</b></p>	<p>The bidder shall have an average annual turnover of at least INR 10 crore or more for last three financial years (2021-22, 2022-23 and 2023-24). The bidder shall submit duly filled Annexure-II and submit the same.</p>	RFP conditions remain unchanged.
9.	Page no 10-11	<p>Point no. I- Scope of Work: The scope of work for the agency includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• <b>Technical Assistance:</b></li> </ul>	<p>The scope of work is quite elaborate and will require a larger team to execute the project. Further, there are very few candidates with multiple skillset asked in</p>	RFP conditions remain unchanged.

		<p>The agency will deploy experts with extensive experience in textile manufacturing, industrial park development, project management, and policy implementation. These experts will provide strategic guidance, identify potential risks, and recommend technical solutions to overcome challenges during project execution.</p> <ul style="list-style-type: none"><li>• <b>Project Coordination:</b> The SME team will be responsible for maintaining effective communication channels between NICDC, the</li></ul>	<p>the RFP. This limits the number of candidates suitable for the project.</p>	
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		<p>Ministry of Textiles, state governments, and private sector participants. They will facilitate timely information flow and ensure that project milestones are communicated clearly and followed diligently.</p> <ul style="list-style-type: none"><li>• <b>On-Site Monitoring and Reporting:</b> The SMEs will oversee on-ground activities within the PM MITRA Parks and report regularly on the progress made. This will include tracking key performance indicators (KPIs), monitoring construction timelines,</li></ul>		
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		<p>and evaluating the adherence to environmental and safety standards.</p> <p>The SMEs will oversee, coordinate and ensure the following:</p> <ul style="list-style-type: none"><li>• Investment Facilitation</li><li>• On boarding of development agency/Master Developer and/or other developers</li><li>• Finalization of Concession Agreements for Master Developer and Agreements for any other developer</li><li>• Monitoring and program management</li></ul>		
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		<ul style="list-style-type: none"><li>• Implementation and Program Management</li><li>• Investment grounding in parks</li><li>• Acceptance of the final reports</li></ul> <p><b>Capacity Building:</b> The SMEs will work with NICDC to organize training and capacity-building programs for relevant stakeholders, including local authorities and private operators involved in the parks' development and management. These programs will focus on best practices in textile manufacturing, sustainability, and the adoption of new technologies.</p>		
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		<p><b>Regulatory Compliance:</b></p> <p>Ensuring that the development of PM MITRA Parks complies with national and international regulations regarding environmental sustainability, worker welfare, and industrial safety is critical. The SME team will assist in ensuring all such guidelines are met.</p>		
10.	Page no 11	<p><b>Point no. K- Payment Terms</b></p> <p>Payment shall be made within 15 days of every month after submission of the invoice along with related documents i.e. EPF, ESI, Salary</p>	<p>Payment shall be made within 15 days of every month after submission of the invoice along with related documents i.e. EPF, ESI, Salary Sheet.</p>	<p>RFP conditions remain unchanged.</p>

		Sheet.		
11.	Page no 14	<p><b>Annexure III- Compliance of Requirements:</b> Masters' Degree with at least 8 years' experience in managing large infrastructure related projects.</p> <p>Bachelor's degree in engineering essential; Bachelor's degree in civil engineering desirable</p> <p>Should have experience of implementing large scale projects for infrastructure especially parks or related</p>	Industrial Infrastructure Expert...Bachelor's degree in engineering essential; Bachelor's degree in civil engineering desirable...	RFP conditions remain unchanged.

		infrastructure. Experience should include civil engineering experience, DPR evaluation, grant management based on timelines and physical progress; Project management and real time monitoring using latest techniques.		
12.	-	-	There is no mention of expenses, in case travel to site/ events is required. Since number of visits cannot be quantified at the moment, expenses should be met by the client on actuals with prior approval.	Official travel shall be governed as per applicable HR policy of NICDC Ltd.
13.	-	-	NICDC may ask for expert wise professional fee.	RFP conditions remain unchanged.

			Same may be useful, in case additional resources are required.	
14.	-	-	15 days' time may be provided for submission of bid from the date of issue of minutes of the pre-bid meeting as there is onset of festive season starting in the month of November	RFP conditions remain unchanged.
15.	-	-	Overall liability on part of the bidder has not been indicated in the RFP.	RFP conditions remain unchanged.
16.	Page no 8	<b>Point no 7 B2:</b> The firm Should have experience in providing consultancy/Transaction advisory services for any Govt. body/PSUs/Ministries etc. having single project	The firm should have experience in providing consultancy/Transaction advisory services for any Govt. body/ PSUs/ Ministries etc. having single project cost of more than INR 2000	RFP conditions remain unchanged.

		cost of more than INR 2000 crores in the last 5 Years.	crores in the last 5 Years.	
17.	Page no 8	<p><b>Point no 7 C2: Procurement and Contract Expert:</b></p> <p>Qualification:</p> <p>Masters' Degree with at least 8 years' experience in contracting and bidding processes for large projects (at least around Rs. 250 crores) including drafting RFP/RFQs, bid process management and documentation; drafting and managing concession agreements;</p> <p>Should have experience of implementing large scale projects for infrastructure especially Multi Modal Logistics Parks/Industrial</p>	Masters' Degree with at least 8 years' experience in contracting and bidding processes for large projects (at least around Rs. 250 crores) including drafting RFP/RFQs, bid process management and documentation; drafting and managing concession agreements;	RFP conditions remain unchanged.

		<p>Parks/Textile Parks etc. or related infrastructure.</p> <p><b>Minimum 2 Projects</b></p> <p>The key Personnel should have worked in any Govt. organization/PSUs/Ministries for at least 2 years.</p>		
18.		<p><b>Additional provisions</b></p> <p>a. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than the information provided by the Department are for Department's internal</p>		RFP conditions remain unchanged.

		<p>use only (consistent with the purpose of the particular Services) including Department's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization.</p> <p>b. The Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Bidder own in performing the Services. Notwithstanding the delivery of any Reports,</p>		
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		<p>the Bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Bidder compile and retain in connection with the Services (but not information provided by the Department reflected in them). Upon payment for the Services, the Department may use any Materials included in the Reports, as well as the Reports themselves as</p>		
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		<p>permitted by this Agreement.</p> <p>c. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of</p>		
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		<p>this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law,</p>		
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		<p>legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>d. The Client shall not disclose a Deliverable (or any portion or summary of a Deliverable) externally, or refer to the Consultant in connection with the Services, except:</p> <p>a. to the Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services,</p>		
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		<p>b. to the extent, and for the purposes, required by law or any regulatory authority (and the Client will promptly notify us of such legal requirement to the extent it is permitted to do so),</p> <p>c. to other persons with the Client's prior written consent, who may use it only as we have specified in our consent.</p> <p>e. If the Client is permitted to disclose a Deliverable (or a portion thereof), it shall not alter, edit or modify it from the form it has been provided.</p> <p>f. The Client may not recover from the</p>		
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		<p>Consultant, in contract, indemnity or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.</p> <p>g. The Client may not recover from the Consultant, in contract,</p>		
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		<p>indemnity or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p> <p>h. 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</p>		
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		<p>Services in accordance with applicable law or professional obligations.</p> <p>i. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other</p>		
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		<p>than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must</p>		
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		<p>be disclosed under applicable law, legal process or professional regulations.</p> <p>These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>j. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Consultant owns in performing the Services.</p> <p>Notwithstanding the delivery of any</p>		
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		<p>Deliverables, the Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Deliverables compile and retain in connection with the Services (but not information provided by Client reflected in them). Upon payment for the Services, Client may use any Materials included in the Deliverables, as well as the Deliverables</p>		
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		<p>themselves as permitted by this Agreement.</p> <p>k) Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provide under this Agreement ("Deliverables"), other than information provided by Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside the Client's organization.</p>		
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