

Replies to Pre-bid queries

Selection of Consultants for Preparation of Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Dighi Port Industrial Area in the State of Maharashtra

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
1	Background/ Page 61	An area of approximately 3000 Ha. has been demarcated for the development of the Dighi Port Industrial Area	Is the area identified or already in possession of SPV? Can the final boundary of the site be shared with the bidders to go and review it on site? If the entire land is not owned by SPV, how much land is presently under their possession?	The land details are included as part of the RfQ cum RfP. Further, the bidders are requested to study the reports available at Client's office. The date and time of site visit will be informed to all concerned after getting a confirmation from the State Govt. The condition of the RfQ cum RfP remains unchanged.
2	5.1 (4)/ page 61	To prepare a statutory plan for approval by the state town planning department or the relevant local authority as may be applicable	For all land parcel owned by MIDC, they are the approving authority for master plan/ development plans and infrastructure plans as per MID Act. In this project does SPV/ DMICDC envisions any other approving agency? What are the required approvals other than a) development plan approval and b) EIA approval in the scope of work for	The appointed consultant will be responsible for seeking all necessary approvals. The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.

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			consultants?	
3	5.4.3.4 / Page 66	The existing situation assessment is to done as part of the Technical assessment report shall include the following, but not limited to: 9. Environment mapping and its assessment	This should ideally include mapping of environmentally sensitive physical features, bio-diversity hotspots, if any and their baseline assessment. Does it also include mapping of industrial installations - their type and capacity? Would this assessment preclude the baseline environmental assessment required to be carried out as a part of EIA study Or, this would include the requirements of EIA study aspects also. What would be the radius of such study area? Would it be 10 km or 15 km radius surrounding project area? Does this assessment also include EIA study as per Cl. No. 5.14.4? These aspects have cost implications. Needs clarification.	The bidders are requested to study the reports available at Client's office. Further, it is expected that as per the scope of work, the bidder has to suggest the most feasible option so as to achieve the end result. The condition of the RfQ cum RfP remains unchanged.
4	5.4.5/ page 66	Development of a financial feasibility model Develop a financial feasibility model by taking into account the proposed development mix, broad costs for	No financial model can be prepared without completing the basic master plan and concept infra plan. For estimating infrastructure cost, basic concept is must which will not be complete before Stage G This module is to be shifted after Part G as necessary input data for financial model will be ready only after the	Kindly refer Corrigendum-1 in this regard.

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		development, broad project structuring, and conducting a sensitivity analysis by taking into account various factors that could impact the development including pricing, income and cost assumptions, EBIDTA cash flows over the project period, and assessment of project returns (NPV and IRR).	Detailed Plan is ready.	
5	5.5-I./ Page 67	The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from NRSC as per the availability of the data.	Procurement of Satellite image from NRSA takes 4-6 months. Dighi being coastal town may be within the restricted areas for defence purpose and hence satellite image procurement from NRSA may take more time. Can consultant obtain the required image from other open sources?	The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.
6	5.8.2.3/ page 68 &	Urban Design guidelines to supplement statutory development control regulations to bring about a cohesive	There is duplicacy of scope of services for Part G and part H. urban design guidelines can only be prepared once the final landuse plan is approved. The time frame also provided for both final master	Kindly refer Corrigendum-1 in this regard.

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	5.9/ Page 69	development pattern and design element into the development. Detailed Scope of Services for Part H: Detailed Urban Design Guidelines	plan report and Urban Design Guidelines is only 2 months from date of approval of concept master plan. This is insufficient timeframe for doing 30 Sq.km. of development. this time should be increased to minimum 4 months.	
7	Section-5/ Sub Clause 5.11.1.15/page no 71	It is the intent of the Client to carry out detailed design and execution of key infrastructure such as WTP, STP and CETP by separate agencies. The Consultant shall either leave provision for such elements or coordinate with those agencies if appointed during the tenure of this assignment.	It is understood, only space planning for WTP, STP and CETP is envisaged under the current contract and no designing of the same is part of the scope. Kindly Confirm.	The consultant is expected to carry out designing of all necessary infrastructure components including that of WTP/STP/CETP required for project implementation. The condition of the RfQ cum RfP remains unchanged.
8	Section-5/ Sub Clause 5.11.2.4/page no	The Consultant shall explore options for ground treatment	Kindly clarify Ground Treatment stated in the said clause.	Kindly refer Corrigendum-1 in this regard.

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9	Section-5/ Sub Clause 5.11.10/page no 80	Preliminary design for gas network corridor and telecom ducting network"	We understand the scope under the said clause shall be limited to ROW and specialized service provider shall carry out needful engineering. Kindly Confirm.	The consultant is expected to carry out designing of all necessary infrastructure components required for project implementation. The condition of the RfQ cum RfP remains unchanged.
10	5.14.4/page 83	Comprehensive detailed EIA-EMP Report	This needs to be revised to Final EIA submission. From planning to preparation of EIA report and to final approval cannot be completed in 12 months.	The condition of the RfQ cum RfP remains unchanged.
11	6.8.1/ page 104	Payment schedule 13, Final EIA clearance	This needs to be revised to Final EIA submission	The condition of the RfQ cum RfP remains unchanged.
12	2.9.4 (c) Minimum Qualification Criteria	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, Smart City Project of similar nature	Can the 100% Indian Subsidiary of an International Parent Company use the experience of the Parent company? Whether the Parent Company which holds the Experience has to participate as	The experience of parent company, if utilised has to form a Joint Venture. The condition of the RfQ cum RfP remains unchanged.

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		of at least 10 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	consortium partner Or the Indian subsidiary can use the Experience of the Parent Company & provide necessary guarantee from the Parent Company?	
13	Foot Note of 2.9.4 (c) Minimum Qualification Criteria	Projects 'a' 'b' and 'c' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects completed to 80 percent can be considered.....	What is your definition of 80% completion? Is it 80% of services completed or 80% of capital cost considered (implementation)?	80% completion as per the scope of work. The condition of the RfQ cum RfP remains unchanged.
14	2.18.3 Qualification and competence of key staff Water supply and Waste Water expert	Should have Bachelors in Civil Engineering preferably Masters in Public Health Engineering with experience in Planning and designing of water supply/ waste water systems for large townships / industrial Estates. The experience in	Will a Qualification of Masters in Environmental Engineering be acceptable instead of Public Health Engineering?	Kindly refer Corrigendum-1 in this regard.

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		collection system, pump stations, wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.		
15	2.18.3 Qualification and competence of key staff	Bachelors in Engineering with experience in designing and implementation of power supply networks and related infrastructure including sub stations, transmission lines and distribution network for large integrated township/Industrial area etc. The experience in using latest technology and software shall be rated higher.	Will experience of Distribution Network in Power Plants be acceptable for this Profile?	The understanding of the consultant is correct. The condition of the RfQ cum RfP remains unchanged.
16	<u>Page 26</u> <u>Sr. No. 10</u>	ICT Expert Bachelors in Electronics and Telecommunications/ Computer Science or	Considering the conventional qualifications for such staff, it is requested to include <u>MCA / M.Sc Computer Sciences / M.Sc IT</u> in the educational <u>qualifications.</u>	Kindly refer Corrigendum-1 in this regard.

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		related field		
17	<u>Page 26</u> <u>Sr. No. 13</u>	GIS Expert Masters in remote sensing/GIS or equivalent	Considering the conventional qualifications for such staff, it is requested to kindly include <u>Master in Geography</u> in the educational qualifications.	The condition of the RfQ cum RfP remains unchanged.
18	<u>Page 27</u> <u>Sr. No. 14</u>	Procurement Expert Graduation/ Post Graduation in Project/ Construction Management	Considering the conventional qualifications for such staff, it is requested to kindly include <u>Graduation/ Post Graduation in Civil Engineering</u> in the educational qualifications..	Kindly refer Corrigendum-1 in this regard.
19	<u>Page 24</u> <u>2.18.2, Fifth</u> <u>Bullet</u>	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.	Considering this is a 30 month duration assignment with 14 key staff proposed, the minimum number of man months as 70 seems on the lower side. Kindly confirm whether the minimum estimated man months is only 70.	The condition of the RfQ cum RfP remains unchanged.
20	<u>Page 24</u> <u>2.18.3</u>	The total number of marks allocated for qualification and competence of the proposed key staff is 50 marks, distributed	The table of the positions indicates a total of 14 positions instead of the 8 positions mentioned. Kindly confirm that the marks are distributed among 14 key staff, as is also mentioned in Cl. 2.18.4, page 27 of the RFP.	Kindly refer Corrigendum-1 in this regard.

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		among 8 key personnel		
21	<p><u>Page 33</u> <u>Form 3B</u></p> <p><u>Page 49</u> <u>Form 3I</u></p>	<p>Note: Please limit the description of the project to four (04) single sided pages(two double sided pages) A4 size sheet of paper. Description exceeding two A4 size sheet of paper shall not be considered for evaluation.</p> <p>Note: Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.</p>	Kindly confirm whether both forms have a different limit on the number of pages	The condition of the RfQ cum RfP remains unchanged.
22	<u>Page 57</u> <u>For 4A</u>	Financial proposal submission form - First para last sentence - "Our attached financial proposal is for a sum of _____ (amounts in	Please clarify whether the fees to be mentioned here is inclusive of exclusive of the GST.	The evaluation of the financial proposal is exclusive of GST. The condition of the RfQ cum RfP remains unchanged.

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		figures and words)		
23	<u>Page 57</u> <u>Form 4B</u>	Service Tax: The form indicates a reference to the Service Tax instead of the GST.	Kindly confirm the tax reference is GST.	Kindly refer Corrigendum-1 in this regard.
24	<u>Page 65</u> <u>Clause 5.4.2.1</u>	The consultant will be responsible for collecting basic information regarding the site, its surrounding and available infrastructure. The consultant shall procure the data regarding land boundaries, topography, land acquisition etc. <u>Also, the procurement of the satellite imagery is the responsibility of the consultant.</u> If additional data is needed, the client will support the consultant in terms of procurement of the data based on specific request by the consultants.	It is suggested that the responsibility regarding the procurement of the satellite imagery be kept with the client, which being a government agency, shall be able to procure and the area could involve certain clearances which for private organisations could be difficult and ultimately delay the project delivery.	The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.

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25	<u>Page 65</u> <u>Clause 5.4.2.6</u>	The Consultant shall conduct traffic surveys including traffic volume count and origin-destination surveys wherever there is through traffic on the existing network. The Consultant shall assess traffic generated from the development as an input into the preliminary design for roads in the demarcated area as per details in the TOR. The ROW in the Site Survey and Finalisation of Maps report cannot be changed, however the Consultant can suggest changes to lane configurations and update the previous traffic estimates based in the latest survey.	As per our understanding of the clause/ provision in the RFP, the consultants are required to limit its traffic surveys for the existing roads passing through within the demarcated area only. Please clarify as to whether the traffic surveys are also to be taken up to assess the regional level road network or the study related to regional connectivity is already available along with the surveys.	It is expected that traffic surveys are also to be taken up to assess the regional level road network.
26	<u>Page 65</u>	The Consultant shall carry out geotechnical	Considering at the bidding stage, it is not possible to quantify the geotechnical and	The condition of the RfQ cum RfP remains unchanged.

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	<u>Clause 5.4.2.7</u>	investigations and sub surface explorations for proposed bridges/highway structures over rivers and high embankments and conduct all relevant laboratory and field tests on soil....	subsurface investigations in a precise manner, all consultants may come out with varying quantities of these tests and investigations. It is suggested that a fixed quantity be fixed by DMICDC against which the consultants can submit their rate at the proposal stage. The payment can be made on an actual basis during the project execution stage. Kindly confirm.	
27	<u>Page 68</u> <u>Clause 5.7.1.1,</u> <u>5.7.1.5 and 5.7.1.6</u>	5.7.1.1 Overall illustrative master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing , vehicular and pedestrian circulation, open space relationships, and development character 5.7.1.5 Preliminary 3D sketches for design theme and character of the development	The total time duration available for this stage is 1 month. As per the RFP it is expected to develop three illustrative master plans inclusive of building massing as well as preliminary 3D sketches, which in our opinion could be avoided at the stage of concept master plan given the time frame and the efforts involved in preparation of three illustrative master plans especially if the building massing level details are to be included. You may kindly consider to limit the illustrative plan and the 3D sketches only for the selected concept master plan option which is covered under the next stage of deliverable. It would be more useful to develop the	The condition of the RfQ cum RfP remains unchanged.

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		5.7.1.6 Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform	plotting scenarios once the major circulation network and the land use plans are agreed upon. We would request you to reconsider the scope in light of above reasons.	
28	<u>Page 74</u> <u>Clause 5.11.4.3</u>	Pavement Cross Section: Consultant has to design the pavement cross section.... Consultant has to advise on suitable pavement type depending on the site conditions and the soil CBR.	Kindly confirm whether the soil CBR tests have been undertaken and data is available or fresh tests are required to be undertaken by the consultant.	The consultant is expected to carry out all necessary surveys etc. required for project implementation. The condition of the RfQ cum RfP remains unchanged.
29	<u>Page 75</u> <u>5.11.5.3</u>	The Consultant shall evaluate the quality and quantity of underground and surface water sources at the site	Is the Consultant expected to undertake water quality testing of both underground and surface water sources? If yes, kindly quantify the number of tests.	The consultant is expected to carry out all necessary tests etc. required for project implementation. The condition of the RfQ cum RfP remains unchanged.
30	<u>Page 94</u> <u>6.4.1: g)</u>	Termination: g) if the client, in its sole discretion and for any	The referred termination clause indicates a unilateral right of termination and does not define the circumstances under which the contract will be terminated. Kindly	The condition of the RfQ cum RfP remains unchanged.

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		reason whatsoever, within a period of sixty (60) days decides to terminate the contract	define the circumstances under which this termination right may be applicable.	
31	<u>Page 95</u> <u>6.4.5</u>	Payment upon termination: Upon termination of this contract, the client will make the following payments to the Consultants: Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination.	As the contract for this project is a lump sum contract and payment to the consultants are proposed on a percentage milestone basis, it is suggested that the payments to consultant upon termination include the fees (remuneration and out of pocket expenses) and not only the remuneration. Kindly confirm.	The condition of the RfQ cum RfP remains unchanged.
32	<u>Page 97,</u> <u>6.6.2.1</u>	Removal and/or Replacement of Key Personnel During the course of providing services, substitution of key personnel in excess of 2 (two) would call for reduction of	It is requested to remove penalties imposed on the monthly rates since this is lumpsum contract where payments are being released on completion of milestone and not on time charge basis.	The condition of the RfQ cum RfP remains unchanged.

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		<p>remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.</p> <p>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>		
33	Page 104 Clause 6.8.1	Payment Schedule	The client is requested to consider provision of 10% advance payment against a bank guarantee.	The condition of the RfQ cum RfP remains unchanged.
34	2.9.4: Minimum Eligibility Criteria	(a) Experience in Preparation of DPR (Detailed Project Report)/Preliminary Design Report for trunk infrastructure of Industrial/residential townships, SEZs or	We suggest to modify to: Experience in Preparation of DPR (Detailed Project Report)/Preliminary Design Report for trunk infrastructure of Industrial/residential townships, SEZs or Urban Infrastructure Projects spread over minimum 10 sq.km area with capital costs more than Rs.300 Crores each on which construction has started. Experience of	The condition of the RfQ cum RfP remains unchanged.

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		Urban Infrastructure Projects spread over minimum 10 sq.km area with capital costs more than Rs. 500 Crores each on which construction has started. Experience of last 10 years will only be considered.	last 15 years will only be considered.	
35	2.9.4: Minimum Eligibility Criteria	Projects a, b & c shall be collectively referred to as "Eligible Projects". For Eligible Projects ongoing projects completed to 80% can be considered. For a, b, c a single project separately for each category, however, maximum of one such project shall be admissible.	We suggest to modify to: Projects a, b & c shall be collectively referred to as "Eligible Projects". For Eligible Projects ongoing projects completed to 80% can be considered. For a, b, c a single project separately for each category, however, maximum of two such project shall be admissible.	The condition of the RfQ cum RfP remains unchanged.

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36	2.9.5 Technical Evaluation Criteria	<p>Specific Experience of the Consultants related to the Assignment.</p> <p>The firm should have undertaken/completed at least 5 numbers of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p>	<p>We suggest to modify to: Specific Experience of the Consultants related to the Assignment.</p> <p>The firm should have undertaken/completed at least 3 numbers of similar projects of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p>	The condition of the RfQ cum RfP remains unchanged.
37	2.7: Preparation of Proposal	<p>2.7.1 (1) The Team Leader, Senior Infrastructure Planner proposed must be permanent full time employees of the firm. It is desirable that the other key staff be either permanent full time</p>	<p>We suggest modifying in order to reduce the work load of proposed senior staff in view of multiple prestigious projects coming up with DMICDC and other clients.</p> <p>It is desirable that The Team Leader, Senior Infrastructure Planner/Engineer and Senior Urban Planner/Master Planner proposed be either permanent</p>	The condition of the RfQ cum RfP remains unchanged.

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		employees of the firm or have a dedicated full time contract to work on this project.	full time employees of the firm or has a dedicated full time contract to work on this project.	
38	2.6 Eligibility of Applicants (2.6.3)	2.6.3: An applicant currently executing three or more similar projects being managed by DMICDC or its related SPVs (namely, Aurangabad Industrial township Limited (AITL), Integrated Industrial Township Vikram Udhogpuri ltd. (IITGNL), Integrated Industrial Township Greater Noida Limited (IITGNL) and Dholera Industrial City Development Limited (DICDL) shall not be	Owing to number of ongoing and upcoming projects of DMICDC Pan India, we request you to modify as: 2.6.3: An applicant currently executing four or more similar projects being managed by DMICDC or its related SPVs (namely, Aurangabad Industrial township Limited (AITL), Integrated Industrial Township Vikram Udhogpuri ltd. (IITGNL), Integrated Industrial Township Greater Noida Limited (IITGNL) and Dholera Industrial City Development Limited (DICDL) shall not be eligible to bid.	The condition of the RfQ cum RfP remains unchanged.

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		eligible to bid.		
39	2.7 Preparation of Proposal	2.7.3 (2) If any key proposed staff proposed is not a permanent employee of the Applicant (including in case of a JV), a certificate from the key staff along with his current employer must be furnished mentioning his/her availability for the project. In the absence of such certificate, his/her CV will not be evaluated.	Getting counter signed by the current employer during bidding stage is not feasible. It is therefore requested to consider the undertaking only by expert for his/her availability for the project. Request you to please consider and confirm.	The condition of the RfQ cum RfP remains unchanged.
40	2.18.2: List of minimum key personnel/staff	Point 3: Consultants, who are executing ongoing mandates from client, must propose a separate team of key staff while	It is not feasible for Consultants that one key expert will provide input only for one project. They will be given the support team to execute the project. Moreover, its beneficial if one key expert executing	The condition of the RfQ cum RfP remains unchanged.

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		bidding for this project.	<p>similar ongoing project will also provide input to other project utilising his experience and challenges in given framework. Thus, we request to modify the same as:</p> <p>Consultants, who are executing ongoing mandates from client, one key expert shall be together working for equal or less than two ongoing projects.</p>	
41	2.18.3: Qualification and Competence of Key Staff	6. Transportation/Roads Expert Specific Expertise: Should have masters in Highway/Transportation Engineering having experience in planning & designing roads/intersection/grade separators/pavement design, parking and other road components for arterial, collector, and plot level roads for large	<p>Looking to the resources available in market, we request you to modify the special expertise as:</p> <p>Specific Expertise: Should have Masters in Highway/Transportation/or related field in Engineering having experience in planning & designing roads/intersection/grade separators/pavement design, parking and other road components for arterial, collector, and plot level roads for large townships/industrial estates.</p>	The condition of the RfQ cum RfP remains unchanged.

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		townships/ industrial estates.		
42	2.18.3: Qualification and Competence of Key Staff Senior Infrastructure Planner/Engineer	3. Senior Infrastructure Planner/Engineer Minimum years of Experience : 15 Specific Expertise: Should be post-graduate in Infrastructure Planning/Engineering or related field with relevant experience in Infrastructure Planning/Designing of Integrated Industrial townships, large campuses or area development projects. 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.	We request to modify as: Minimum years of Experience : 12 Specific Expertise: Should be post-graduate in Infrastructure Planning/Engineering or related field with relevant experience in Infrastructure Planning/Designing of Integrated Industrial townships, large campuses or area development projects. At least 3 preferably 5 out of the 12 years should be experience on international projects in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	The condition of the RfQ cum RfP remains unchanged.

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43	2.18.3: Qualification and Competence of Key Staff Senior Infrastructure Planner/Engineer	2. Senior Urban planner/Senior Master Planner Minimum years of Experience : 15 Specific Expertise: Should be post graduate in urban planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 5 out of 15 years' experience should be international experience in the planning and design of economic corridors, townships or campus development.	We request to modify as: Senior Urban planner/Senior Master Planner Minimum years of Experience : 12 Specific Expertise: Should be post graduate in urban planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. Preferably 3 out of 12 years' experience should be international experience in the planning and design of economic corridors, townships or campus development.	The condition of the RfQ cum RfP remains unchanged.
44	Section 5: Terms of Reference	5.1 Aim and Objective of Assignment	Notification of Master Plan under State Act has its own timeline and the time	The condition of the RfQ cum RfP remains unchanged.

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		4. To prepare a statutory plan for approval by the state town planning department or a relevant local authority as may be applicable	frame for the same may not match with project deliverable timelines. In case of delays attributable to Approval, the further deliverable timelines shall be accordingly considered by default. As design shall be started only on approved master plan to in order to avoid extra effort and resources of consultant in reworking in case of modification in master plan.	
45	Broad Scope of Services 5.4.2: Surveys and Investigations	5.4.2.1: The consultant will be responsible for collecting basic information regarding the site, its surrounding and available infrastructure. The consultant shall procure the data regarding land boundaries, topography, land acquisition etc. Also the procurement of the satellite imagery is the responsibility of the consultant. If additional data is needed, the client will support the	The procurement of satellite imagery has to be with Govt. agency "NRSE". Thus, it is faster and easier if DMICDC being Govt. body, procures it on their name and Consultants carry out the process of their behalf. However, in any case, procurement of satellite imagery takes time and any delay on this shall be over and above the consultant's deliverable time lines.	The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.

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		consultant in terms of procurement of the data based on specific request by the consultants.		
46	6.5.8 Risks and Coverage (C)	(C) Professional Liability Insurance	<p>Consultants have an umbrella policy which is being renewed every year of an amount of Rs. 113 Crore. Consultant understands that we don't require the separate policy.</p> <p>This may please be considered and clarified.</p>	The condition of the RfQ cum RfP remains unchanged.
47	6.5.8 Risks and Coverage (C)	<p>Professional Liability Insurance:</p> <p>Consultant will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultants negligence, breach in the performance of its duties under this contract from an Insurance Company permitted to offer such policies in India, for a</p>	<p>As per Indian leading authorities, it is generally 6-12 months beyond the completion of the services. It is therefore, requested to kindly reduce 1 year instead of 5 years.</p> <p>This may please be considered and clarified.</p>	The condition of the RfQ cum RfP remains unchanged.

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		period of five years beyond completion of consultancy services commencing from the effective date.		
48	6.5.8 Risks and Coverage (C)	Professional Liability Insurance: In case of JV 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	We request to consider that the "lead partner" shall issue the Bank guarantee on their name instead in the name of JV/in association entity. This may please be considered for the ease of process.	The condition of the RfQ cum RfP remains unchanged.
49	Annexure A: Form of Bank Guarantee for Performance Security	Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. (amount in figures and words) and it shall remain in force up to and including (date) and shall extend from time to time for such period (not exceeding one year), as may be	Each bank has its own language as NWC clause with same meaning. It is therefore, it is requested to allow NWC clause against this paragraph as per bank. This may please be confirmed and clarified.	The condition of the RfQ cum RfP remains unchanged.

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		desired by M/s (name of consultant) on whose behalf this guarantee has been given. Date this (date in words) day (month) of year in "yyyy" format) at (place)		
50	2.7: Preparation of Proposal, 2.7.7	The proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFQ CUM RFP, signed by all firms/entities confirming the following therein.	The consultant understands that Joint Bidding Agreement must be as per RFP format duly notarized only. This may please be confirmed.	The condition of the RfQ cum RfP remains unchanged.
51	2.12.3/25	During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction of remuneration and the reduced remuneration will not exceed 80	Please ensure that there will be no penalty in Expert's Remuneration if that is replaced by equally or better qualified & experienced personnel even if the number is more than two.	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		(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.		
52	6.8.2/104	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency	<p>Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency : Please clarify</p> <p>Please specify timeline for giving comments/approval of particular milestone and release of remaining 40% payment.</p>	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
53	2.18.3/30	Team Leader: Should have Masters 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	We request you to kindly modify the clause for team leader as follows: Should have Masters Degree in Engineering or Planning and relevant experience of at least 8 years as project manager/project director/ Deputy Team Leader for master planning or infrastructure design components of large infrastructure development projects like Townships, SEZ's, Industrial cities, etc.	Kindly refer Corrigendum-1 in this regard.
54	2.18 / 28	Tentative schedule for selection process : - Proposal Due Date - 19 th April 2018	We request for proposal submission date extension for 4 weeks.	The condition of the RfQ cum RfP remains unchanged.
55	6.3 / 94	Need to add this clause in GCC	Suspension : <ul style="list-style-type: none"> The Client may suspend all or part of the Services or terminate the Agreement by giving at least 60 days' notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and minimise expenditure. 	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
			<ul style="list-style-type: none"> • In the event of suspension of the Contract, CONSULTANT shall be entitled to: a) An extension of time for any such delay, if completion is or will be delayed b) Payment for the services rendered till the date of such suspension c) Any additional cost that CONSULTANT may incur due to such suspension. • CONSULTANT may suspend the Services by written notice to Client in the event of delay of payment beyond 30 days of the date of the invoice, Client shall also be liable to pay an interest 2% higher than prime lending rate ruling on the due date, quoted by CONSULTNAT's bank • For resuming the services, Consultant shall be entitled to revised rate/s & project completion timelines 	
56	6.3.5.1 / 94	<ul style="list-style-type: none"> • Force Majeure : Definition : 	<ul style="list-style-type: none"> • 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 	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
			<p>impractical to be considered impossible under the circumstances, and includes, but not limited to war, <u>declared</u> or <u>undeclared</u>, terrorism, riots, civil disorder, earthquake, fire, explosion, storm, flood, <u>drought</u> or other <u>natural phenomena, including but not limited to</u> adverse weather conditions (excluding monsoon) & any <u>cause which is beyond the reasonable control of the CONSULTANT or Client, earthquakes and epidemics, acts of any Governmental authority, domestic or foreign, including but not limited to</u> priorities, guarantees, embargoes, licensing controls or production or distribution restrictions, disruption in communication, Strikes and lockouts, sabotage, riot, civil commotion, invasion and insurrection</p>	
57	6.4.3 / 96	<ul style="list-style-type: none"> Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon 	<ul style="list-style-type: none"> Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties 	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		<p>expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party</p>	<p>hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law</p>	

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		may have under the Applicable Law		
58	6.4.7 / 97	<ul style="list-style-type: none"> Need to add this clause in GCC 	<ul style="list-style-type: none"> Termination at convenience - Either party shall have the right to terminate the contract by giving 30 days prior notice to the other party without assigning any reason 	The condition of the RfQ cum RfP remains unchanged.
59	6.5.6 / 98	<ul style="list-style-type: none"> Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this 	<ul style="list-style-type: none"> Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. <u>Client shall use</u> 	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		<p>Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.</p>	<p><u>all these drawings, reports and documents etc. only in connection with the Project and its operation and maintenance and for no other purpose whatsoever. Client shall not hand over these drawings, reports or documents or a copy thereof to a third party without the written consent of CONSULTANT</u></p>	
60	6.13.2 / 102	<ul style="list-style-type: none"> 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, 	<ul style="list-style-type: none"> Either party shall indemnify the other party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with the Contract including any made after the completion or the termination of this Contract 	<p>The condition of the RfQ cum RfP remains unchanged.</p>

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		<p>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</p>		

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		<p>matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified</p>		

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		<p>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>		
61	Section 5- Page 61	Terms of Reference	<ul style="list-style-type: none"> An area of approximately 3000 hectares has been demarcated for the development of the Dighi Port Industrial Area. Please clarify that whether master planning needs to be prepared for all 3000 hectares. Pls share detail area statement. 	<p>Yes. The master planning has to be carried out for entire 3000Ha.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
62	Section 5.1.1.1- Page 61	To review the perspective plan/concept master plan and other available reports and apprise themselves of the theme and concept for	<ul style="list-style-type: none"> Please share the details of available concept master, reports etc. Please give us information about existing site condition, source of water, power, drainage, sewerage etc. 	<p>The bidders are requested to study the reports available at Client's office.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		the proposed Node Existing facilities		
63	Section 5.1.1.4- Page 61	To prepare a statutory plan for approval by the state town planning department or the relevant local authority as may be applicable	Please confirm whether consultant is responsible for approvals or only assistance to get the approvals is required	The appointed consultant will be responsible for seeking all necessary approvals. The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.
64	Section 5.2.3- Page 62	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	Please provide list of approved proof check consultant to accommodate their charges in our proposal.	The consultant is expected to provide a list of 4-5 reputed structural designers/agencies having necessary expertise out of which the most appropriate may be approved by the Client. The condition of the RfQ cum RfP remains unchanged.
65	Section 5.14.4- Page 84	Expediting/Follow-up with MoEF/ other	Please confirm whether consultant is responsible for EIA approvals from	The appointed consultant will be responsible for seeking all necessary approvals. The client

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		statutory bodies for the early receipt of Environmental Clearance	MOEF or only assistance to get the approvals is required.	will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.
66	Section 5.15 - Page 84	Deliverables and timeframe	Considering the vast scope of work 30 weeks time line providing all details with GFC is seems to be less.	The condition of the RfQ cum RfP remains unchanged.
67	Section 5.8- Page 68	Develop the client approved master plan	Please confirm whether to provide green certification or not	The appointed consultant will be responsible for seeking all necessary approvals. The client will provide necessary assistance wherever required. The condition of the RfQ cum RfP remains unchanged.
68	Section 5.14.2 - Page 81 Section 5.12.1 - Page 80	Preparation of Tender drawings and documents Preparation of Cost estimates and BoQ	What is the type of contract is expected? Also for BID document preparation, Concept level details along with Budgetary estimate will be shared with detail technical specification. Please confirm the requirement.	It is envisaged that project will be implemented on EPC basis. However, the appointed consultant has to give clear recommendation in this regard. The condition of the RfQ cum RfP remains unchanged.
69	Clause 6.5.7 Page 102	Limitation of the Consultants' Liability towards the Client	We request you to kindly amend the sl. Number (ii) of this clause as follows: For any direct loss or damage that	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
		(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.	exceeds (i) <u>10% of the total payments</u> 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.	
70		Minimum Qualification criteria-2.9.4, Page No-16, S.No-a	"Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects spread over minimum 10 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".	The condition of the RfQ cum RfP remains unchanged.

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
			<p>Comment: For wider participation, it is requested to kindly reduce the capital cost of projects from Rs. 500 Cr. to Rs. 200 Cr. Kindly consider.</p>	
71		Minimum Qualification criteria-2.9.4, Page No-16, S.No-c	<p>It is requested to kindly the consider the Experience of Detailed Master Planning of Urban Infrastructure Projects along with the Master Planning of SEZ, Industrial Park, Area Development, Smart City Projects of similar nature of at least 10 sq. km. Kindly consider this modification.</p>	The condition of the RfQ cum RfP remains unchanged.
72		2.17 (Required Experience and expertise of Key Personnel/Staff), Page No-24	<p>The Man-Months for key-staff have not been indicated in the tender document. It is requested to specify minimum number of Man-Months envisaged for the assignment, so that financial bid can be prepared by the bidders keeping in view the threshold value. The fixing of Man-Months shall avoid large variations in the projected Man-Months by the various bidders.</p>	<p>As per Clause 2.18.2 which states that “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”.</p> <p>The condition of the RfQ cum RfP</p>

Sl.	Clause No./Page No.	Clause	Suggestion/ Clarification Sought	Response
				remains unchanged.
73		Form 3L, Page No-51	As per the Standard Practice, it is requested to you kindly increase Limit of pages for CV from 4 to 5.	The condition of the RfQ cum RfP remains unchanged.
74		Data Sheet	Time extension of two weeks may be granted for preparation of a comprehensive Proposal from the date of issue of Minutes of the Pre-Bid Meeting.	The condition of the RfQ cum RfP remains unchanged.
75	2.9.5 (a)	Specific experience of the consultants related to the Assignment	Please provide the maximum projects which can be submitted in order to achieve the maximum marks	Kindly refer Corrigendum-1 in this regard.