

### Corrigendum No 1

#### Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Dharwad Industrial Area in Karnataka under BMIC Project

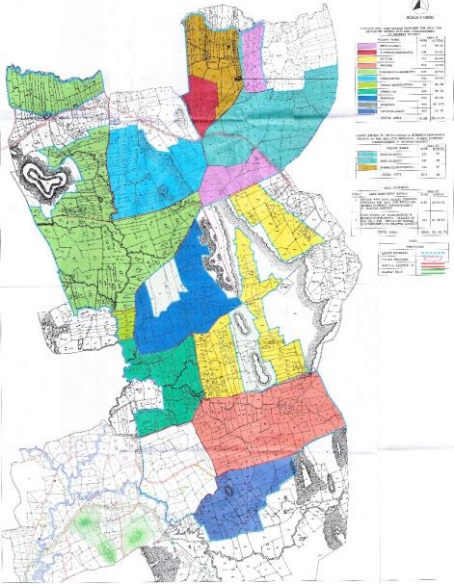
Sr. No.	Original Clause	To be read as
1.	2.1.22 Project Office: Consultant is advised to have their main Project Office at Agra, Uttar Pradesh.	2.1.22 Project Office: Consultant is advised to have their main Project Office at Agra, Uttar Pradesh <b>Dharwad and for any administrative purpose will require to be present in Bengaluru in Karnataka.</b>
2.	2.9.4 Minimum Qualification Criteria: Projects 'a' 'b' 'c' and 'f' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects (category (b)) completed to 80 percent can be considered. For 'a', 'b', 'c' and 'f', a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.	2.9.4 Minimum Qualification Criteria: Projects 'a' 'b' 'c' and 'd' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects (category (b)) completed to 80 percent can be considered. For 'a', 'b', 'c' and 'd', a single project can qualify for all <del>three</del> <b>four</b> categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.
3.	2.17.1 Data sheet Reference: Section 1, Point 1: The main objective of this assignment is to appoint a consultant for <b>Preparation of Detailed Master Plan and Preliminary Design Report for Roads &amp; Services/ Utilities for Integrated Manufacturing Cluster (IMC) at Agra in Uttar Pradesh under Amritsar Kolkata Industrial Corridor (AKIC) Project.</b> The detailed descriptions of services are mentioned in the Terms of Reference.	2.17.1 Data sheet Reference: Section 1, Point 1: The main objective of this assignment is to appoint a consultant for <b>Preparation of Detailed Master Plan and Preliminary Design Report for Roads &amp; Services/ Utilities for Integrated Manufacturing Cluster (IMC) at Agra in Uttar Pradesh under Amritsar Kolkata Industrial Corridor (AKIC) Project</b> <b>Dharwad Industrial Area in Karnataka under BMIC Project.</b> The detailed descriptions of services are mentioned in the Terms of Reference.
4.	2.17.2 List of minimum key personnel/ staff <ul style="list-style-type: none"> <li>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.</li> </ul>	2.17.2 List of minimum key personnel/ staff <ul style="list-style-type: none"> <li>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 <b>70-150</b> man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.</li> </ul>
5.	2.17.2 List of minimum key personnel/ staff The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab.	2.17.2 List of minimum key personnel/ staff The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in <b>Punjab Karnataka.</b>

Sr. No.	Original Clause			To be read as		
6.	5.1 Aim and objectives of the assignment,  5.1.1 The objectives of the assignment are:			Sr. 13. *added new* 13. To assist the Client in the process of selection of PMC by Preparation of technical schedules of tender/bidding documents/RfP Documents for selection PMC.		
7.	5.2.4 The consultancy assignment shall be carried out in the following parallel or overlapping parts as the case may be:  Part 11: Preparation of tender documents and drawings for selection of contractor(s) and provide assistance to Client during Detailed Design stage.			5.2.4 The consultancy assignment shall be carried out in the following parallel or overlapping parts as the case may be:  Part 11: Selection of PMC and Preparation of tender documents and drawings for selection of contractor(s) and provide assistance to Client during Detailed Design stage.		
8.	5.13 Detailed scope of services for Part 11: Preparation of tender documents and drawings for selection of contractor(s) and during Detailed Design stage  5.13.1 The Consultant shall formulate tender packages. These packages shall be formulated such that all roads and infrastructure are simultaneously and seamlessly executed at the site along with the works related to street lighting, street furniture and landscape. The tender documents shall be designed such that the works can be executed in a short span of time in order to meet client's expectations.			5.13 Detailed scope of services for Part 11: Selection of PMC and Preparation of tender documents and drawings for selection of contractor(s) and provide assistance to Client during Detailed Design stage  5.13.1.1 The Consultant shall formulate tender packages. These packages shall be formulated such that all roads and infrastructure are simultaneously and seamlessly executed at the site along with the works related to street lighting, street furniture and landscape. The tender documents shall be designed such that the works can be executed in a short span of time in order to meet client's expectations.  *added new* 5.13.2.2 The consultant shall assist the Client in the process of selection of PMC by Preparation of technical schedules of tender/bidding documents/RfP Documents for selection PMC.		
9.	5.14 Deliverables and timeframe			5.14 Deliverables and timeframe		
	S. No	Milestone	Duration	S. No	Milestone	Duration
	1	Inception report and Quality Assurance Plan	D+15 days	1	Inception report and Quality Assurance Plan	D+15 days

Sr. No.	Original Clause			To be read as		
	2	Market demand analysis	D+1 month	2	Market demand analysis	D+1 month
	4	Final Base map	D+2 months	4 3	Final Base map	D+2 months
	5	Land suitability analysis and technical assessment report	D+2.5 months	5 4	Land suitability analysis and technical assessment report	D+2.5 months
	6	Preliminary master plan report	D+3 months	6 5	Preliminary master plan report	D+3 months
	8	Final Master plan report and preliminary financial model	D+4 months	8 6	Final Master plan report and preliminary financial model	D+4 months
	9	Urban design / Landscaping / Branding guidelines/Plot control sheets	D+4.5 months	9 7	Urban design / Landscaping / Branding guidelines/Plot control sheets	D+4.5 months
	11	Design basis report & Notification of Final Master Plan	D+7 months	11 8	Design basis report & Notification of Final Master Plan	D+7 months
	13	Draft preliminary design report including detailed economic analysis along with costing	D+8 months	13 9	Draft preliminary design report including detailed economic analysis along with costing	D+8 months
	14	Final Environment Clearance	D+9 months	14 10	Final Environment Clearance	D+9 months
	15	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months	15 11	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months
	16	Preparation of RFP document for selection of PMC	D+11 months	16 12	Preparation of RFP document for selection of PMC	D+11 months
	17	Selection of EPC/DB contractor(s) as per approved packages	D+18 months	17 13	Selection of EPC/DB contractor(s) as per approved packages	D+18 months
	18	Review of GFC's	D+24 months	18 14	Review of GFC's	D+24 months
	19	Hand holding and assistance to client	D+30 months	19 15	Hand holding and assistance to client	D+30 months
	D*-Start date of assignment			D*-Start date of assignment		

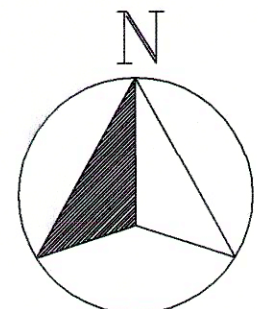
Sr. No.	Original Clause			To be read as		
10.	6.8.1 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:			6.8.1 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:		
	S. No	Milestone	Fee Payable (%)	S. No	Milestone	Fee Payable (%)
	1	Inception report and Quality Assurance Plan	5	1	Inception report and Quality Assurance Plan	5
	2	Market demand analysis	5	2	Market demand analysis	5
	4	Final Base map	5	4 3	Final Base map	5
	5	Land suitability analysis and technical assessment report	10	5 4	Land suitability analysis and technical assessment report	10
	6	Preliminary master plan report	5	6 5	Preliminary master plan report	5
	8	Final Master plan report and preliminary financial model	10	8 6	Final Master plan report and preliminary financial model	10
	9	Urban design / Landscaping / Branding guidelines/Plot control sheets	5	9 7	Urban design / Landscaping / Branding guidelines/Plot control sheets	5
	11	Design basis report & Notification of Final Master Plan	5	11 8	Design basis report & Notification of Final Master Plan	5
	13	Draft preliminary design report including detailed economic analysis along with costing	10	13 9	Draft preliminary design report including detailed economic analysis along with costing	10
	14	Final Environment Clearance	10	14 10	Final Environment Clearance	10
	15	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	10	15 11	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	10
	16	Preparation of RFP document for selection of PMC	5	16 12	Preparation of RFP document for selection of PMC	5
	17	Selection of EPC/DB contractor(s) as per approved packages	5	17 13	Selection of EPC/DB contractor(s) as per approved packages	5
	18	Review of GFC's	5	18 14	Review of GFC's	5
	19	Hand holding and assistance to client	5			
	D*-Start date of assignment					



Sr. No.	Original Clause	To be read as		
		19 15	Hand holding and assistance to client	5
		D*-Start date of assignment		
11.	<b>Annexure-C</b> 	Annexure -C  Please refer Anenxure C enclosed with Corrigendum		
12.	2.17.1 Data sheet  Reference 2.7.6 The last date of submission of Proposal is 05-04-2021 before 3:00 pm (IST).	2.17.1 Data sheet  Reference 2.7.6 The last date of submission of Proposal is <del>05-04-2021</del> 08.04.2021 before 3:00 pm (IST).		



Anenxure C



SCALE-1:10000

1.VILLAGE WISE LAND DETAILS PROPOSED FOR 28(1) FOR  
BENGALURU MUMBAI ECONOMIC CORRIDOR(BMEC)  
IN DHARWAD DISTRICT

VILLAGE NAMES	AREA IN	
	ACRE	GUNTAS
SHINGANAHALLI	275	00-02
KUMMANAYAKANAKOPPA	103	34-00
KOTTURA	771	23-09
HEGGERI	879	16-08
GULEDAKOPPA+MADIKOPPA	629	31-06
VENKATAPURA	362	25-00
SIDDAPURA(KALLAPURA)	56	35-08
VEERAPURA	435	36-00
HOSAVALA	626	03-00
RAMAPURA	520	06-075
VARAVINAGALAABI	468	14-00
TOTAL AREA	5129	25-1.75

2.LAND DETAILS OF SHINGANAHALLI & KUMMANAYAKANAKOPPA  
VILLAGES AS PER 28(1) FOR BENGALURU MUMBAI ECONOMIC  
CORRIDOR(BMEC) IN DHARWAD DISTRICT

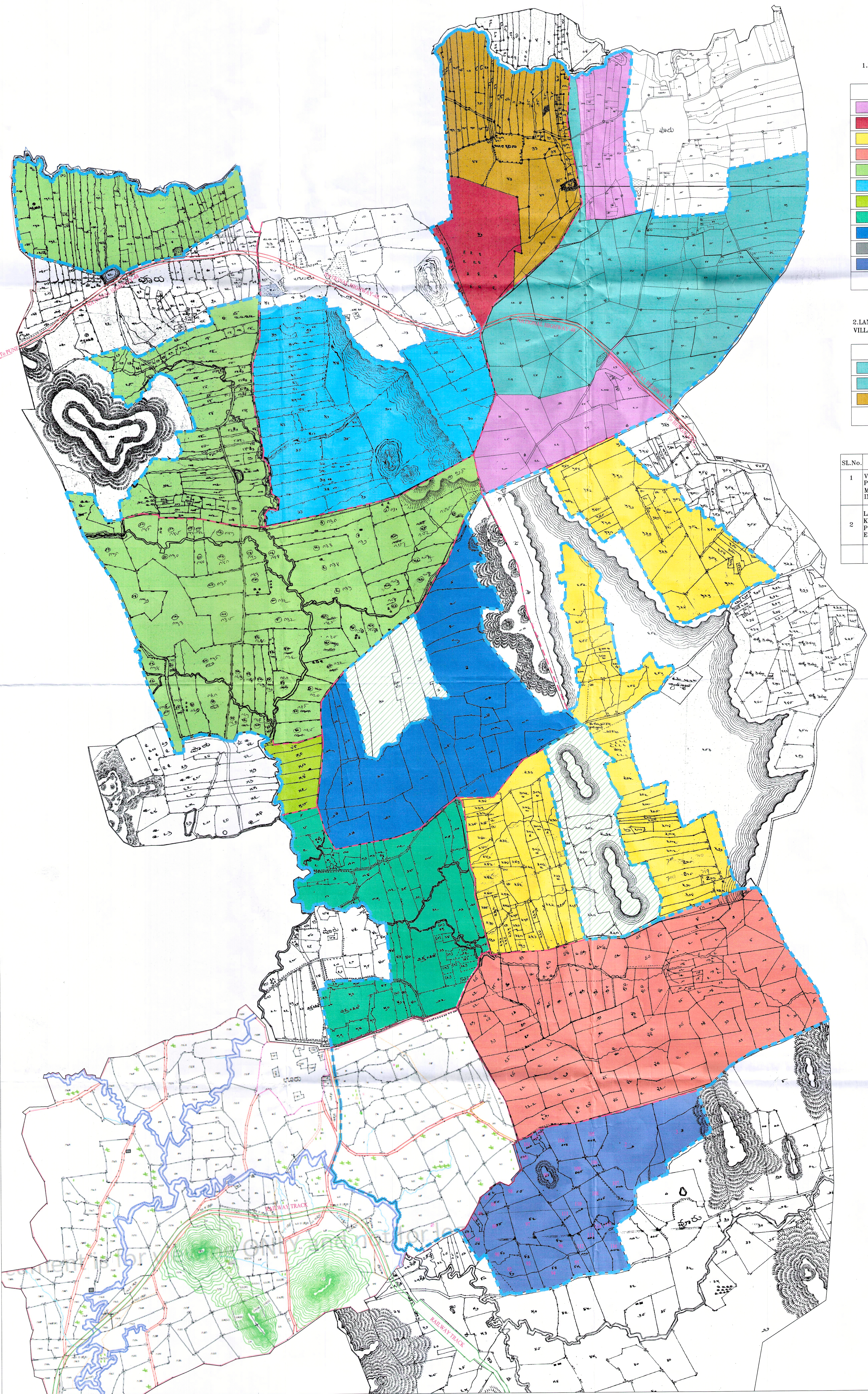
VILLAGE NAMES	AREA IN	
	ACRE	GUNTAS
SHINGANAHALLI	302	27
SHINGANAHALLI	347	09
KUMMANAYAKANAKOPPA	263	05
TOTAL AREA	913	01

AREA STATEMENT

SL.No.	LAND ACQUISITION DETAILS	AREA IN	
		ACRE	GUNTAS
1	VILLAGE WISE LAND DETAILS PROPOSED PROPOSED FOR 28(1) FOR BENGALURU MUMBAI ECONOMIC CORRIDOR(BMEC) IN DHARWAD DISTRICT	5129	25-01.75
2	LAND DETAILS OF SHINGANAHALLI & KUMMANAYAKANAKOPPA VILLAGES AS PER 28(1) FOR BENGALURU MUMBAI ECONOMIC(BMEC) IN DHARWAD DISTRICT	913	01-00.00
	TOTAL AREA	6042	26-01.75

INDEX

PARTICULARS	
LAYOUT BOUNDARY	
VILLAGE BOUNDARY	
NATIONAL HIGHWAY-48	
RAILWAY TRACK	





### Reply to Queries

#### Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Dharwad Industrial Area in Karnataka under BMIC Project

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
1.			Kindly confirm the nodal authority for this project.	The nodal authority from state for this project is KARNATAKA INDUSTRIAL AREA DEVELOPMENT BOARD (KIADB).
2.	Clause 2.7.3, Pg. 17	The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	This includes full time consultants working with the organisation and/or freelance consultants who may be taken on payroll upon award of project. Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
3.	Clause 2.11.3 Negotiation, Pg. 25	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original	We request for relaxation in fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.		
4.	Clause 2.17.2 List of minimum key personnel/ staff, Pg. 30	The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.	We feel 70 man-months for key experts is grossly inadequate. We estimate 130-150 person months of key experts and 200 support professionals will be needed for this assignment at least. Kindly consider and confirm.	Please refer Corrigendum No. 1.
5.	Clause No. 2.17.3 Pg.30, Position No.1	Team Leader	We request you to reduce the minimum years of experience for Team leader to 15 years. 15 years is adequate for leading multidisciplinary teams for this nature of project.	The terms and conditions of the RfQ cum RfP document remains unchanged.
6.	Clause 2.17.4, Pg. 33, Evaluation criteria for Key personnel/ staff, Point B3	Overseas/ International experience-10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial etc. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
7.	Clause 2.17.4, Pg. 33, Evaluation criteria for	Association with the Firm-10%	We request for removal of weightage with respect to	The terms and conditions of the

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	Key personnel/ staff, Point D.		'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	RfQ cum RfP document remains unchanged.
8.	Clause 5.5.2.1 Surveys and Investigations, Pg. 72	The consultant shall procure the data regarding land boundaries, topography, land acquisition etc.	Kindly suggest if the State Government can share with us the cadastral maps of the site, readily (at no cost) or Consultants have to obtain the same at their cost.	The terms and conditions of the RfQ cum RfP document remains unchanged.
9.	Clause 5.5.3.2, Technical Assessments Pg. 73	A list of available reports includes "The Overall Perspective Plan for the Region".	We request for a copy of the overall perspective Plan.	The successful bidder will be provided with all the relevant reports available.
10.	Clause 5.5.2.6 Surveys and Investigations, Pg. 73	The consultants shall conduct traffic surveys.	Kindly suggest the minimum requirement for traffic volume count and origin-destination surveys.	The terms and conditions of the RfQ cum RfP document remains unchanged.
11.	Clause 5.5.2.7 Surveys and Investigations, Pg. 73	The consultants shall carry out geotechnical investigations and sub-surface explorations.....	Kindly suggest the minimum requirement for surveys.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
12.	5.13.8 Scope of Services for Branding strategy:	(vii) Concept development, production and execution of all marketing and sales campaigns and the branding and marketing materials for the project.	<p>Kindly confirm our understanding of this scope:</p> <ul style="list-style-type: none"> <li>The Consultant shall prepare the concepts and designs of all branding material; however the cost of production of branding material shall be borne by the Client.</li> <li>Road shows/ investors conferences shall be hosted by the Client; Consultant shall prepare and provide the necessary technical presentations &amp; designs for brochures which shall be printed by the Client</li> <li>In case the Consultant is required to travel to the location of any road shows / investor conferences, the Client shall bear the travel and accommodation expenses of the Consultant</li> </ul>	The terms and conditions of the RfQ cum RfP document remains unchanged.
13.	Clause 5.14.1 pg 95 and clause 6.8.1, Pg. 116	Deliverables and Timeframe and fees payable	A total of 15 deliverables are mentioned as outcome but	Please refer Corrigendum No. 1.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			showing 19 deliverables. Kindly update the serial numbers.	
14.	Clause 5.14.1 pg 95 and clause 6.8.1, pg 116	Deliverables and Timeframe and fees payable	Kindly add the "Submission of TOR to MoEFCC for Environment clearance" as one of the deliverable so as to initiate the EIA related works timely.	The terms and conditions of the RfQ cum RfP document remains unchanged.
15.	Clause 5.14.1 pg 95 and clause 6.8.1 pg 116	Deliverable 16 Preparation of RFP document for selection of PMC;	Detailed scope of services for Part 11 is <b>Preparation of tender documents and drawings for selection of contractor(s)</b> in clause 5.13, pg.91 whereas deliverable 16 is "Preparation of RFP document for selection of PMC". Not in synchronization with the scope. Kindly clarify.	Please refer Corrigendum No. 1.
16.	II. General Conditions of Contract, Clause 6.8.2, Payment to Consultants, Pg. 116	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.	Kindly consider to release 90% payment due against a particular milestone if comments/ approval from the respective State Government is not received within 45 days from the date of forwarding the report.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
17.	II. General Conditions of Contract, Clause 6.11 Liquidated damages, Pg. 111	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	We request for reduction in liquidated damages to 0.5% of the contract fees.	The terms and conditions of the RfQ cum RfP document remains unchanged.
18.	Annexure C Pg. 123		Kindly provide good quality map as details are not visible in the map attached	Please refer Corrigendum No. 1.
19.			Finally, we request for 2-3 weeks' timeframe for submission of bids, after receiving pre-bid clarifications.	Please refer Corrigendum No. 1.
20.	2.9.4 Minimum Qualification Criteria  Page No. 17	<p>a) Experience in preparation of DPR Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 500 Crore each on which the construction work has started. Experience of last ten years will only be considered.</p> <p>b) Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs.</p>	<p>As the experiences are considered over a period of Ten years, the cost index will have a variation.</p> <p>Hence, request NICDCL to kindly consider 10% escalation per year for the Capital cost calculation to bring it to current price index.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged



S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		100 crore each for Government / Semi Government Agency or private entity during last 10 years.		
21.	2.9.4 Minimum Qualification Criteria  Page No. 17	c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.	As already included under S. No. a), we request NICDCL to consider “SEZ’s or Urban Infrastructure Projects” also for S. No. c) criteria. S. No. c) may be amended as:  “Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project, <b>SEZ’s or Urban Infrastructure Projects</b> of similar nature of at least 5sq.km. on which construction work has started. Experience of last ten years will only be considered.”	The terms and conditions of the RfQ cum RfP document remains unchanged
22.	2.9.4 Minimum Qualification Criteria  Page No. 17	Note at the end of Table:  Projects ‘a’ ‘b’ ‘c’ and ‘f’ shall be collectively referred to as “Eligible Projects”. For Eligible Projects, ongoing projects (category (b)) completed to 80 percent can be considered.  For ‘a’, ‘b’, ‘c’ and ‘f’, a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.	We understand that there is no category ‘f’ and has been inadvertently mentioned as a typo error. Please confirm.  Also, request NICDCL to kindly consider of “however, a maximum of <b>two</b> such projects shall be	Please refer Corrigendum No. 1.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			admissible” to qualify for all three categories.	
23.	5.14 Deliverables and timeframe  Page No. 89	S. No. 2 Market demand analysis – D+1 month	Based on earlier experiences, we are of the opinion that a minimum of 1.5 to 2 months is required to carry out a comprehensive Market demand analysis. For consideration please.	The terms and conditions of the RfQ cum RfP document remains unchanged
24.	General	Deadline of Submission	As already indicated in the RFP, we once again humbly request to provide atleast the 02 weeks’ time for bid submission from the date of issue of clarifications.	Please refer Corrigendum No. 1.
25.	Tender Notice Page No II	Consultants to be appointed on the basis of “National Competitive Bidding (NCB)”	It is our understanding that Lead member shall be a company incorporated in India and parent company or sister concern of the same group/ parent company, incorporated outside India can be a consortium member. Please confirm.	The understanding is correct. The terms and conditions of the RfQ cum RfP document remains unchanged
26.	Section 2: Instructions to Consultants 2.1.22; Page No 6	Project Office: Consultant is advised to have their main Project Office at Agra, Uttar Pradesh.	We believe that the consultant is required to set up a project office in Rajasthan. Please confirm.	Please refer Corrigendum No. 1
27.	Section 2: Instructions to Consultants	Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	Requesting the client to allow repetition of Key Experts in case	The terms and conditions of the

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	2.17.2; Page No 24		the inputs of key staff are completed in other ongoing assignments.	RfQ cum RfP document remains unchanged
28.	Section 2: Instructions to Consultants 2.17.2; Page No 24	The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab.	We believe that this is a typological error and the key staff proposed should be available for presentations / discussions / meetings with the Client, and/ or State Govt. offices in Karnataka.	Please refer Corrigendum No. 1
29.	Section 2: Instructions to Consultants 2.17.2; Page No 24	The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.	As per understanding 70 man-months is very less time for completing the deliverables considering the scale of the assignment.  Thus, we request NICDC to increase the man-months of the key experts to 150 months.	Please refer Corrigendum No. 1
30.	Section 2: Instructions to Consultants 2.17.3 (1): Team Leader; Page No 24	The Team leader may be either from the Lead member of the consortium or the JV partner.	We request the client to allow competent freelance Team Leader with a dedicated work contract for the project duration.	The terms and conditions of the RfQ cum RfP document remains unchanged
31.	Section 2: Instructions to Consultants	At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	Requesting the client to reduce the international experience of the expert from 5 years to 3 years.	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	2.17.3 (2): Senior Urban Planner / Senior Master Planner; Page No 25			document remains unchanged
32.	Section 2: Instructions to Consultants 2.17.3 (3): Senior Infrastructure Planner/ Engineer; Page No 25	At least 5 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	Requesting the client to reduce the international experience of the expert from 5 years to 3 years.	The terms and conditions of the RfQ cum RfP document remains unchanged
33.	Section 3: Technical Proposal – Standard Forms Form 3 I: Applicant's Experience; Page No 49	Projects without the proof of experience from client will not be considered for evaluation. The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. For Eligible Projects, ongoing projects completed to 80 percent can be considered.	In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.  Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.	The terms and conditions of the RfQ cum RfP document remains unchanged
34.	Section 5: Terms of Reference 5.2.3; Page No 63	For all structural designs and drawings the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third party proof check, is to be	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC																																				
			diligently adhered/ complied to by the consultant at no additional costs.																																					
35.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	<div>Deliverables and Timeframe</div> <table><tr><th>S. No</th><th>Milestone</th><th>Duration</th></tr><tr><td>1</td><td>Inception report and Quality Assurance Plan</td><td>D+15 days</td></tr><tr><td>2</td><td>Market demand analysis</td><td>D+1 month</td></tr><tr><td>4</td><td>Final Base map</td><td>D+2 months</td></tr><tr><td>5</td><td>Land suitability analysis and technical assessment report</td><td>D+2.5 months</td></tr><tr><td>6</td><td>Preliminary master plan report</td><td>D+3 months</td></tr><tr><td>8</td><td>Final Master plan report and preliminary financial model</td><td>D+4 months</td></tr><tr><td>9</td><td>Urban design / Landscaping / Branding guidelines/Plot control sheets</td><td>D+4.5 months</td></tr><tr><td>11</td><td>Design basis report &amp; Notification of Final Master Plan</td><td>D+7 months</td></tr><tr><td>13</td><td>Draft preliminary design report including detailed economic analysis along with costing</td><td>D+8 months</td></tr><tr><td>14</td><td>Final Environment Clearance</td><td>D+9 months</td></tr><tr><td>15</td><td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets</td><td>D+10 months</td></tr></table>	S. No	Milestone	Duration	1	Inception report and Quality Assurance Plan	D+15 days	2	Market demand analysis	D+1 month	4	Final Base map	D+2 months	5	Land suitability analysis and technical assessment report	D+2.5 months	6	Preliminary master plan report	D+3 months	8	Final Master plan report and preliminary financial model	D+4 months	9	Urban design / Landscaping / Branding guidelines/Plot control sheets	D+4.5 months	11	Design basis report & Notification of Final Master Plan	D+7 months	13	Draft preliminary design report including detailed economic analysis along with costing	D+8 months	14	Final Environment Clearance	D+9 months	15	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months	<div>Based on experience from similar assignments it is felt that the time period given for completion of base map (i.e. 2 months) is insufficient and should be increase to at least 4 months from the date of start of assignment considering the level of effort involved and the fact that procurement of satellite imagery through NRSC can take a lot of time.</div> <div>The total assignment duration maybe kept same by adjusting delivery time of milestones after Milestone 7. Urban design/ landscaping/ branding guidelines and onwards.</div>	The terms and conditions of the RfQ cum RfP document remains unchanged
S. No	Milestone	Duration																																						
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36.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	<div>Deliverables and Timeframe</div>	From our prior experience of preparing master plans/ development plans we understand that final notification of statutory plans can sometimes	The terms and conditions of the RfQ cum RfP document remains unchanged																																				

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S. No	Milestone	Duration																																						
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37.	Section II: General Conditions of Contract 6.3.2: Commencement of Services;; Page No 99	The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.	Requesting the client to allow at least 30 days for the commencement of services.	The terms and conditions of the RfQ cum RfP document remains unchanged																																				
38.	Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No 99	6.3.5 Force Majeure 6.3.5.1 Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions. 6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:	As per accepted best practices for contract, we recommend the following definition for “Force Majeure” to be considered: “Neither party to this Contact shall be liable for any failure or delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of	The terms and conditions of the RfQ cum RfP document remains unchanged																																				

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		<p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</p> <p><b><i>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</i></b></p>	<p>or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p> <p>Requesting the client to please consider it during execution of the contract,.</p>	
39.	Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under	It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	Personnel; Page No 103	exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.	personnel shall be proposed as replacement.	
40.	Section II: General Conditions of Contract 6.8.2: Payment to the Consultants; Page No 104	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	We request that this breakup be made 80% within 45 days in case comments are not received from Client/ stakeholders. This is particularly requested as it impacts staffing and budgeting if the State Government Approvals do not comeback with comments in time for the next deliverable. This change will significantly improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC.	The terms and conditions of the RfQ cum RfP document remains unchanged
41.	Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 105	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under	As per standard consulting practices, liquidated damages are limited to 0.5% per week subject to a maximum of 10% of the agreement value.	The terms and conditions of the RfQ cum RfP document remains unchanged.



S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	Requesting the client to please consider.	
42.	Section II: General Conditions of Contract 6.13.2; Page No 106	Indemnity	As per accepted best practices for contract, we suggest capping of Indemnity up to a maximum of agreement value.  Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
43.	Section III: Special Conditions of Contract 6.5.7; Page No 108	Limitation of the Consultants' Liability towards the Client	Requesting the client to please add the following clause: <i>"Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom".</i>	The terms and conditions of the RfQ cum RfP document remains unchanged.
44.	Section III: Special Conditions of Contract	Risks and coverage	We understand that large consultancy organisation generally take insurances for their	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC																																																
	6.5.8 Risks and coverage; Page No 109		overall contracts under an Umbrella policy.  Requesting the client to please confirm if the same should be acceptable subject to attestation of client name on the policy documents.	document remains unchanged.																																																
45.	Section III: Special Conditions of Contract 6.8.1: Payment Terms; Page No 110	<div>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</div> <table><tr><th>S. No</th><th>Milestone</th><th>Fee Payable (%)</th></tr><tr><td>1</td><td>Inception report and Quality Assurance Plan</td><td>5</td></tr><tr><td>2</td><td>Market demand analysis</td><td>5</td></tr><tr><td>4</td><td>Final Base map</td><td>5</td></tr><tr><td>5</td><td>Land suitability analysis and technical assessment report</td><td>10</td></tr><tr><td>6</td><td>Preliminary master plan report</td><td>5</td></tr><tr><td>8</td><td>Final Master plan report and preliminary financial model</td><td>10</td></tr><tr><td>9</td><td>Urban design / Landscaping / Branding guidelines/Plot control sheets</td><td>5</td></tr><tr><td>11</td><td>Design basis report &amp; Notification of Final Master Plan</td><td>5</td></tr><tr><td>13</td><td>Draft preliminary design report including detailed economic analysis along with costing</td><td>10</td></tr><tr><td>14</td><td>Final Environment Clearance</td><td>10</td></tr><tr><td>15</td><td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets</td><td>10</td></tr><tr><td>16</td><td>Preparation of RFP document for selection of PMC</td><td>5</td></tr><tr><td>17</td><td>Selection of EPC/DB contractor(s) as per approved packages</td><td>5</td></tr><tr><td>18</td><td>Review of GFC's</td><td>5</td></tr><tr><td>19</td><td>Hand holding and assistance to client</td><td>5</td></tr></table> <div>1. Milestone No. 3: Final Base map Milestone No. 8: Design basis report &amp; Notification of Final Master Plan</div>	S. No	Milestone	Fee Payable (%)	1	Inception report and Quality Assurance Plan	5	2	Market demand analysis	5	4	Final Base map	5	5	Land suitability analysis and technical assessment report	10	6	Preliminary master plan report	5	8	Final Master plan report and preliminary financial model	10	9	Urban design / Landscaping / Branding guidelines/Plot control sheets	5	11	Design basis report & Notification of Final Master Plan	5	13	Draft preliminary design report including detailed economic analysis along with costing	10	14	Final Environment Clearance	10	15	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	10	16	Preparation of RFP document for selection of PMC	5	17	Selection of EPC/DB contractor(s) as per approved packages	5	18	Review of GFC's	5	19	Hand holding and assistance to client	5	<b>Milestone No. 3:</b> Base Mapping is a critical exercise which apart from surveying and mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary; and the procurement of satellite imagery. This is a time taking and physical resource intensive process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value.  <b>Milestone No. 8:</b> From our experience of statutory processes on similar projects; we understand that the Notification	The terms and conditions of the RfQ cum RfP document remains unchanged.  The terms and conditions of the RfQ cum RfP document remains unchanged.
S. No	Milestone	Fee Payable (%)																																																		
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19	Hand holding and assistance to client	5																																																		

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			of Final Master Plan being state subject, sometimes 'Notification of the master plan' does not happen even after all the other Deliverables of the assignment are completed. We request exclusion of this deliverable and the payment terms to be modified accordingly.	
46.	2.7.11.7, Page No. 13	<p>Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.</p> <p>Applicant Experience</p>	Majority of clients refrain from providing part completion certificates, We understand that consultant raised invoice is acceptable- Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
47.	2.1.22, Page No.6	Project Office Location At Agra	We understand that resources availability at project office shall be on need basis only and not for full time presence in the site office. Please clarify	Please refer Corrigendum No. 1
48.	6.8.2- Payment Terms, Page No. 104	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after	Please consider release of payment up to 85% against particular milestone within 30 days from date of invoice.	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		receipt of comments/approval from the concerned State Government/Nodal Agency		document remains unchanged.
49.	5.14  Deliverables & Milestones, Page No. 89	All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.  Payment Milestones of 5% for EPC Contractor Selection and GFC Review (5%)	a) Please consider the hardcopies submissions maximum upto 3. Soft copies submissions in PDF format. The editable files only to be submitted for finalised option of master plan. – Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
50.			b) Please consider the deletion of these payment milestones and adjust the slab towards these in first five milestones ( i.e. from Inception till the final master plan) , as the EPC contractor selection and performance of EPC contractor towards timely submission of Preliminary designs and GFCs to the consultant is futuristic risk and dependent on external factors beyond control of consultant.	The terms and conditions of the RfQ cum RfP document remains unchanged.
51.	Clause 6.6.2.1, Page No. 103	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not	We understand that the replacement of two (2) personnel is permitted for each position and	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		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.	not overall during the term of the Contract. Please confirm.  Also, a reduction of 20% of the remuneration for the first replacement is huge, particularly in light of the fact that it is permitted only under exceptional circumstances. It is, therefore, requested to lower this reduction to 5% and accordingly each subsequent reduction to 10%, 15% and so on.	document remains unchanged.  The terms and conditions of the RfQ cum RfP document remains unchanged.
52.	Clause 6.11, Page No.105	Liquidated damages  If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	It is suggested that this should apply only in cases where the failure to complete by the Consultant is solely attributable to the Consultant. However, if the same is contributed to by the Client or is dependent on the approval from the State Government / Nodal agency then, the LDs should not apply.	The terms and conditions of the RfQ cum RfP document remains unchanged.
53.	Clause 6.5.7, Page No. 108	Limitation of the Consultants' Liability towards the Client (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	It is suggested to add "gross" before the term "negligence".	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		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:		document remains unchanged.
54.		(i) for any indirect or consequential loss or damage; and 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.	The Consultant requests to delink the cap from the insurance proceeds and restrict to the Professional Fees and Reimbursable Expenditure made.	The terms and conditions of the RfQ cum RfP document remains unchanged.
55.	Clause 6.5.8, Page No. 109	(c) Professional Liability Insurance: 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 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.	The minimum amount has not been stated. Please set out the same.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
56.	6.13.2/Pg#116/128	<p>Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p>The obligation to indemnify and hold harmless is stated to be available against all claims, damages, losses etc whether directly or indirectly related to or arising from, among other things, breach by the Consultant of any of its obligations etc. It is requested that any indemnity or hold harmless obligations should be restricted to claims, damages, losses etc. ensuing directly from, among others, breach by the Consultant. That is, the Consultant suggests deletion of the word "indirect" as it appears in this clause.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
57.	[Ref : 2.17.3		<p>We also believe that requirements of having international projects should also remove from experts</p>	<p>The terms and conditions of the RfQ cum RfP</p>

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			marking system considering national bidding [Ref : 2.17.3]	document remains unchanged.
58.			Looking to the scope of works to justice, we believe key experts man months should be 200+ while support staff should be 250+. Request to relook please. In absence of such man months, there may be huge variations in financial quote and eventually difficult for the client to judge / evaluate at par.	The terms and conditions of the RfQ cum RfP document remains unchanged.
59.	Ref : 6.5.7		We would like to request to cap the limitation of liability as maximum one time of the contract value (as per standard industry practices) but not as per the applicable law which become unlimited [Ref : 6.5.7]	The terms and conditions of the RfQ cum RfP document remains unchanged.
60.			Since it is lump sum contract and may have likely delays especially if land not acquired 100%, delay in approvals, delay in EIA clearance, delay in approval of statutory master plan, hence please make provisions of additional clauses to	The terms and conditions of the RfQ cum RfP document remains unchanged.



S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			counter this delays which are not attribute to the Consultant.	
61.	Page 6 Clause 2.2.1	The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on Central Public Procurement Portal and on NICDC website.	To prepare a comprehensive proposal with all the tender requirements it will be tough to submit the proposal within 2 weeks of pre bid queries. We request you to please allow the bidder minimum 3 weeks' time post receipt of pre bid comments.	
62.	Page 11 Clause 2.7.3 Point No. 1	The team leader proposed must be permanent full-time employees of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	We request you to modify this clause as follows: It is desirable that the 50% of other key staff be permanent full-time employees of the firm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
63.	Page 11 Clause 2.7.3 Point no.2	If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the consultant and key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.	As it is practically impossible to obtain a certificate from current employer/consultant of a key staff for future project for non-permanent staff of a consultant, we request you to change this clause as follows: If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff must be	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.	
64.	Page 11 Clause 2.7.3 Point no.10	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects.	NICDC will appreciate that most of the clients does not issue completion certificates with full details as mentioned in the clause. We therefore request NICDC to allow to include relevant pages of the contract agreement or other approvals given by the Client during or after completion of the project to substantiate the desired details.	The terms and conditions of the RfQ cum RfP document remains unchanged.
65.	Page 16 Clause 2.9.4 S.no. e)	Average annual turnover for last 3 financial years Rs. 100 Crore	Considering the overall scope of work and the Consultancy Fees for the said scope of work as mentioned in RFP document, the requirement of 100 Crore Average annual turnover for last 3 financial years seems to be at higher side. Thus, for more competitive participation, we request you to kindly reduce the Average Turnover to at least 70 Crore.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
66.	Page 19 Clause 2.12.3	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	There is scarcity of good professionals in the market and with so many options available for these professionals, the experts move to other organisation more frequently. There are 14 key experts, Hence, we request you to allow the consultant for substitution upto maximum of 7 (seven) personnel. Also, the reduction in remuneration of the key personnel in excess of two (2) is 20% and thereafter it is 10% which is on a very higher side. As a general practice it is only 5% and that too under exceptional circumstances. Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
67.	Page 28 Clause 2.18.4 B3	Overseas / International Experience	Please clarify on the said term "International Experience of the expert" to be considered during evaluation. Whether working on international projects in India will be counted as International experience. Please confirm	The terms and conditions of the RfQ cum RfP document remains unchanged.
68.	Page 104 Clause 6.8.2	The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report.	To execute the overall scope of work and the efforts required for various submissions, the release	The terms and conditions of the RfQ cum RfP

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	of 60% payment is very much on lower side. We hereby propose to have 70% payment on submission, 20% within 45 days of submission and balance 10% on approval. Please confirm.	document remains unchanged.
69.	Page 105 Clause 6.11	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	If it is conclusively proved that the delay is because of the Consultant, then this clause will be applicable.  Please confirm	The terms and conditions of the RfQ cum RfP document remains unchanged.
70.	Page 70 Section 5 ; clause 5.9	<b>Detailed Scope of Services for Part 7:</b> Detailed Master Plan and Statutory Plan (along with Notification of the Master Plan)	Kindly clarify if notification of master plan means undergoing whole process of invitation of objections, public hearing, and consideration of suggestions in final master plan and final submission to state government for notification.  We request that instead of notification process to be undertaken with state government, proposed master plan could be approved by the	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description			Consultant Queries/Comments	Response from NICDC
					local authority so that further detailed designing and procurement process can be initiated as per designated time schedule.	
71.	Page 89 Section 5; clause 5.14, sub-clause 5.14.1	<b>S. No</b>	<b>Milestone</b>	<b>Duration</b>	We like to appraise that procurement of satellite imagery may take 30 days to 60 days of time which should be considered in finalising timelines for deliverables.  Notification of Final Master Plan will undergo state government process which can consume more time than designated. Therefore, we request you not to include that period in total deliverable timelines.	The terms and conditions of the RfQ cum RfP document remains unchanged.
		4	Final Base map	D+2 months		
		11	Design basis report & Notification of Final Master Plan	D+7 months		
72.	Section 2 Instruction to Consultants; clause 2.9, sub-clause 2.9.4	<b>Minimum Qualification Criteria: Point C:</b> Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.			We request you to kindly consider on-going experience for preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
73.	Section 3, Form 3C, Note 1, Page 34	In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue satisfied jointly by the consortium with the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover.	We request you to have 50% of average annual turnover for the lead firm. Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.