

REPLY TO PRE-BID QUERIES

**Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Satara Industrial Area in Maharashtra under BMIC Project
(Ref No: BMIC/2021/04/002)**

Sl. No	Clause of RFP	Reference	Bidder Query	Reply to Query
1.	Clause 2.7.11(7) Page 13	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.	For large scale projects, 80% completed work is technically complete project. Request you to consider 100% scoring for all such projects. Please confirm. For large scale projects, 80% work is completed for prioritized phase which can be considered as technically complete project with Complete Master Plan of overall area. The invoice of Phasing may not be part of main contract. Request you to consider 100% scoring for all such projects.	The condition of the RfP remains unchanged.
2.	Clause 2.9.4-a Page 16	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 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.	Master Planning & engineering are Separate efforts which subsequently leads the project to enter in construction phase. However, initiation of construction is linked with various subsequent parameters beyond the control of master plan & engineering consultants. Request you to consider removing the phrase "on which the construction work has started" for project experience. Please confirm.	The condition of the RfP remains unchanged.
3.	Clause 2.9.4-d Page 17	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.	Request you to revise the as follows: Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Area Development, 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.	The condition of the RfP remains unchanged.

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	& Clause 5.14.1 Page 90	The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design stage and address any queries raised by the contractor(s) for roads & services/ utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design stage . Deliverables and Timeframe table states period of handholding is 6 months post approval of GFCs.	consultant in terms of review of GFC has been adequately defined. Kindly clarify the commencement of handholding period. We request that the handholding period should commence from the appointment of the PMNC not from appointment of the Contractor. Kindly clarify the total handholding period for detailed design and post approval of GFCs.	
6.	Clause 2.17.2 Page 24	Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project	Key staff for ongoing projects are not committed to the project for 100% time. Having prior experience with Client provides the consultant with a deep understanding of the client, the statutory procedures as well as the vision of the project. With this mind, request you to kindly consider removal of this clause.	The condition of the RfP remains unchanged.
7.	Clause 2.17.3 Page 26	Water supply and Waste Water expert-Should have Bachelors in Civil Engineering and Masters in Public Health Engineering/Environmental Engineering with experience in planning and designing of water supply/ waste water systems for large townships/ industrial estates.	We request you to add bachelor's in environmental engineering in addition to Civil Engineering	The condition of the RfP remains unchanged.
8.	Clause 2.17.3 Page24	Should have master's degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design components of large infrastructure development projects like Townships, SEZ's, Industrial cities, etc. Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience. The Team leader must be from the Lead member	We request you to add Master of Management in the Criteria.	The condition of the RfP remains unchanged.
9.	Form 31 Page 49	Projects without the proof of experience from client will not be considered for evaluation.	In the event that proof of experience from client cannot be made available due to lack of time, please allow LOA and self-declaration to claim as proof of experience.	Relevant evidence like CA certified payment details, pages of the contract agreement or other approvals given by the Client during or after completion of the project

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				to substantiate the desired details will be accepted. However, the essence of the initial clause remains unchanged. The condition of the RfP remains unchanged.
10.	Section 5 – Terms of Reference Page 62	Demarcated project area for the development of the proposed Industrial node. Site map is enclosed as Annexure C	Kindly share the project location with a map in Annexure C clarifying the area and attributes of the project site. Request you to provide the associated notification related to acquisition of project area.	Refer “Annexure-A” of Corrigendum - 1
11.	Clause 5.1.1 Page 62	Review the perspective plan/concept master plan and other available reports	Please share the reports and master plan for review	If any shall be shared with the successful bidder. The condition of the RfP remains unchanged.
12.	Clause 5.1.1 Page 62	Prepare statutory plan for approval	We understand that consultant’s role will be to coordinate with the Client, provide technical assistance in obtaining approval from the concerned authority. Please confirm.	The condition of the RfP remains unchanged.
13.	Clause 5.2.3 Page 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.	The scope of works envisage master planning and preliminary design engineering. The proof checking tasks comes under PMCM and EPC’s scope. Kindly delete as this clause is beyond the scope of current assignment.	The condition of the RfP remains unchanged.
14.	Clause 5.3.1.3 Page 64	Conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consist of (a) viability of constructing the design as proposed i.e. can it be built in a cost-effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water usage, storage etc) (c) ensures environmental, health and safety	Does the ‘Constructability Review’ include safety? This could be in the form of ensuring that the contractors can build this safety and also ensure that the design is safe for use.	The condition of the RfP remains unchanged.

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		practices as per program standards.		
15.	Clause 5.3.1.3 – Page 64	ensures environmental, health and safety practices as per program standards.	Can we please have clarity on the details of these Program HSE standards. They are not included in the RFP.	The condition of the RfP remains unchanged. The Consultant will prepare HSE Program standards in consultation with the client and shall submit the same.
16.	Clause 5.5.2.3 Page 67	The Consultant shall assess all the prior site surveys at an early stage. The consultant shall validate the project boundary and demarcation of the site.	Request you to reconsider this. The consultant will procure all necessary data and submit to client for validation. Since revenue data is sensitive, the consultant cannot take ownership of validating the data. Please replace word “validate” with “verify”.	The condition of the RfP remains unchanged.
17.	Clause 5.9.1.1 Page 70	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	Request you consider removing the requirement for illustrative master plans for all three concept options. We request you to consider the application of clause 5.8.1.1 to 5.8.1.7 for the selected option.	The condition of the RfP remains unchanged.
18.	Clause 5.9.2.3 Page 71	Preparation of Statutory master plan shall include the following: The consultant shall prepare necessary drawings, reports, development control regulations , area statements, and other material as may be necessary for submission of the master plan to the SPA or local authority as the case may be for approval of the master plan.	Kindly clarify if there is any existing DCR that has been prepared by the state that will govern the development.	The condition of the RfP remains unchanged.
19.	Clause 5.10.1.3 Page 71	Guidance for development of street and information signage according to branding guidelines and brand identity material established for the development	Kindly clarify who will provide the consultant with the required branding guidelines for this development.	The branding guidelines would have to be discussed with the State Government as part of Scope of Work. The condition of the RfP remains unchanged.
20.	Clause 5.12.1.2 f) Page 73	Prepare contour information for proposed sub-grade for the total site. The level of accuracy shall not be less than that of input information.	The client is requested to kindly change the requirement of Proposed subgrade levels contour information to Finished Road Levels as the profiles of roads would be submitted with Finished Road Levels.	The condition of the RfP remains unchanged.
21.	Clause 5.12.4.5	Geometric design: Road geometry should be designed based on IRC guidelines and international	Since MX roads services are discontinued by Bentley services, the client is requested to allow	The consultant may use latest design softwares and

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	Page 77	codes also to be referred in case of any missing data. The preliminary design should support overall drainage of the site. Latest design software such as MX road has to be used for the same. Design analysis and any other software output has to be shared with the client.	Civil 3D or Open Roads as design softwares.	versions for design.
22.	Clause 5.12.8.4 Page 82	a) Planning of Main Receiving Sub Stations (MRSS) and source of electricity within the overall framework of Industrial Area	Consultant presumes that the scope shall exclude design of External power connectivity from existing source substation to proposed industrial node which shall be by client/others. Please confirm	The condition of the RfP remains unchanged.
23.	Clause 5.13.3.2 Page 86	The Consultant shall review and approve detailed design and GFCs prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The Consultant shall analyse the detailed BoQ prepared by the contractor.	We understand that EPC/DB contractors will prepare the designs and the same will be first verified and approved by PMNC, subsequently the consultant shall review the GFCs. Therefore, Project milestones beyond submission of Tender Packages are not under control of the consultants. Kindly clarify if any delay to such stages / milestones will be considered as extension of time and can be mutually discussed for appropriate variation at such point in time. If contracts under this study are awarded in various packages and phases over time, please confirm how the duration of consultant's timeline has been envisaged.	The condition of the RfP remains unchanged. It is further clarified that the Consultant will prepare a Responsibility Matrix after the appointment of PMNC to clearly demarcate the design responsibilities. However, the intent of the Contract wherein preliminary design aspects and parameters are to be adhered by the Consultant.
24.	Clause 5.13.8 Page 89	(vii) Concept development, production and execution of all marketing and sales campaigns and the branding and marketing materials for the project. (viii) To come up with a customized project interactive website where potential clients can get details regarding the project, have 3D visual walk through of the project, a content management system, company directory, a blog and be able to compile reports for Management on the number of hits per day, market sentiments and any other critical information that maybe be needed for a successful implementation of project of this magnitude.	As per part of detailed masterplan and PDR development scope pertaining to marketing related strategy should not be included. We request you to consider scope under point (viii) as part of PMNC scope since website development and content creation is an iterative process that is independent of scope of this assignment.	The condition of the RfP remains unchanged.
25.	Clause 5.14.1 Page 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.	Request to consider other forms of editable soft copy files for submission, including but not limited to Adobe InDesign.	Adobe InDesign can be permitted in addition to the already mentioned softwares.

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26.	Clause 5.14.1 Page 89-90	Notification of the final master plan – D+6.5 Months Final EIA clearance – D+9 Months	<p>Consultant will provide the deliverables for notification and EIA clearance. The timelines of notification will be subject to due government processes. Request to replace the word 'notification' to 'submission of final master plan for notification'.</p> <p>As statutory clearances are beyond our control, we request you to kindly consider following timelines</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Milestone</th> <th>Duration</th> <th>Proposed Duration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception report and Quality Assurance Plan</td> <td>D+15 days</td> <td>D+15 days</td> </tr> <tr> <td>2</td> <td>Market Demand Analysis</td> <td>D+1 month</td> <td>D+1 month</td> </tr> <tr> <td>3</td> <td>Final Base Map</td> <td>D+2 month</td> <td>D+3 months</td> </tr> <tr> <td>4</td> <td>Land suitability analysis and technical assessment report</td> <td>D+2.5 Months</td> <td>D+4 months</td> </tr> <tr> <td>5</td> <td>Preliminary Master Plan Report</td> <td>D+3 months</td> <td>D+5 months</td> </tr> <tr> <td>6</td> <td>Final Master Plan Report and preliminary financial model</td> <td>D+ 4 months</td> <td>D+8 months</td> </tr> <tr> <td>7</td> <td>Urban design / landscaping /ICT Guidelines/ branding guidelines/ Plot control Sheets</td> <td>D+5 months</td> <td>D+8 months</td> </tr> <tr> <td>8</td> <td>Statutory plan and Notification of Final Masterplan</td> <td>D+6.5 Months</td> <td>D+9 months</td> </tr> </tbody> </table>	S.No	Milestone	Duration	Proposed Duration	1	Inception report and Quality Assurance Plan	D+15 days	D+15 days	2	Market Demand Analysis	D+1 month	D+1 month	3	Final Base Map	D+2 month	D+3 months	4	Land suitability analysis and technical assessment report	D+2.5 Months	D+4 months	5	Preliminary Master Plan Report	D+3 months	D+5 months	6	Final Master Plan Report and preliminary financial model	D+ 4 months	D+8 months	7	Urban design / landscaping /ICT Guidelines/ branding guidelines/ Plot control Sheets	D+5 months	D+8 months	8	Statutory plan and Notification of Final Masterplan	D+6.5 Months	D+9 months	The condition of the RfP remains unchanged.
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			9	Design Basis Report	D+7 months	D+9 months	
			10	Draft Preliminary Design Report including detailed Economic Analysis along with costing	D+8 months	D+11 months	
			11	Final EIA Clearance	D+9 months	D+12 months	
			12	Final preliminary design report with 3D model and tender packages & BIM model & Final Plot control sheets	D+10 months	D+14 months	
			13	Preparation of RFP document for selection of PMC	D+11 Months	D+15 Months	
			14	Selection of the EPC/DB Contractor(s) as per approved packages	D+18 months	D+20 months	
			15	Review of GFCs	D+24 months	D+26 months	
			16	Handholding and assistance to the client	D+30 months	D+30 months	
27.	Clause 6.1.7 Page 97	Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.	The fees and rates quoted herein are exclusive of the Central Goods and Services Tax and State Goods and Services Tax / Integrated Goods and Services Tax, as may be applicable, which is to be reimbursed extra at the rates in force. Should there be any additional imposition of new taxes/ levies or change in the tax rate/ tax laws, the same shall be paid extra by client.				The condition of the RfP remains unchanged.
28.	Clause 6.5.7	Limitation of the Consultants' Liability towards the Client:	For clarity, we propose that term negligence be replaced by fraud and 'Wilful Misconduct' be				The condition of the RfP remains unchanged.

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	Page103	<p>Except in case of fraud negligence or Wilful Misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>for any indirect or consequential loss or damage including loss of profit or revenue; and or any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>defined. The definition for Wilful Misconduct has been included in the proposed clause. The limitation on liability shall be for all kinds of damages with the exclusion provided under points (i) and (ii). The Consultant proposed to limit the liability equal to the fee.</p> <p>Also, for clarity consequential losses should include loss of profit in it as well, hence the same has been suggested for consideration. It is proposed to add following in this clause For the purpose of this clause, Wilful Misconduct shall mean intentionally and wrongfully causing harm by a member of Consultant's senior management personnel (being the Project Manager, the Project Engineering Manager, the Construction Manager or above).</p>	
29.	Clause 6.5.8 Page 103-104	<p>The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this , the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible</p>	<p>We propose to maintain the requirement under an annually renewable insurance policy with an aggregate cap equivalent to the limit required under the Contract. We also propose to provide certificate of insurance from our insurers, as documentary evidence of insurance, which can be provided annually and on each renewal as documentary evidence of compliance. Will this be acceptable? The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving / renewing any insurance policy, required to be obtained and</p>	<p>The condition of the RfP remains unchanged.</p>

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		pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.	maintained under this , the Consultant shall furnish to the Client, copies of certificate of insurance from its insurers as documentary evidence of compliance with the contractual obligations. Such certificates will additionally confirm that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, reduced below agreed limits or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will subject, to 15 days' notice to cure to the Consultant, apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the certificate of insurance provided shall mention the Client as the certificate holder.	
30.	Clause 6.8.2 Page 105	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.	Seeking approval from State government generally take/s time for the reasons not attributable to consultants. This affect the overall schedule and cash flows. In view of the same, we request you to change this percentage from 60% to 80% Kindly clarify the time limit for receiving comments/ approval from the concerned state government/ nodal agency. In the event that no comments are received, kindly clarify when the remaining payment shall be released.	The condition of the RfP remains unchanged.
31.	Clause 6.10.1.2 Page 106	The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the	Consultant requests that since it is providing design services, it will re-perform its defective services but should not be obligated with repair and replacement related obligations which are par for the course for contractors. It is proposed to add following in this clause	The condition of the RfP remains unchanged.

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		Consultants.	Notwithstanding anything to the contrary in the Contract, Consultant shall in no event have liability for including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment. Consultant makes no warranties, guarantees or representations express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and/or merchantability and/or satisfactory quality are hereby specifically excluded.	
32.	Clause 6.13.2, Page 107	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	Consultant would request that the indemnity obligations should be negligence based. It is proposed to add following in this clause: Notwithstanding anything to the contrary mentioned above or in this Contract, the indemnity obligations of the Consultant under this Contract shall be limited to the extent that it is caused by the Consultant's negligence.	The condition of the RfP remains unchanged.

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33.	Clause 6.5.8 Page 109	(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.	(b) Third Party liability insurance with coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) in the aggregate for the period of consultancy.	The condition of the RfP remains unchanged.
34.	Clause 6.5.8 Page 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 requirements are to maintain long term project specific professional indemnity, as a cost beneficial approach Halcrow proposes to use its annually renewable policy to support the project; will this be acceptable? The time period for such proposed liability should be in conjunction with the Defect Liability Period or for an additional 3 years period in line with limitation period under Indian laws. Please confirm. (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. Such policy will be further renewed annually for a period of three years beyond completion of Consultancy Services and shall be valid during the project period. (i) For an aggregate amount equivalent to the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder. 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 condition of the RfP remains unchanged.
35.	Clause 6.5.8 Page 109	(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such	We understand that the intention in requiring to ensure that such insurance is maintained as per statute and should be valid during the period when services are being provided.	The condition of the RfP remains unchanged.

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		life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.	As such modify the same to: (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants, in accordance with the relevant revisions of the Applicable Law. The Consultant shall ensure the same for its Sub consultant. Additionally, the Consultant and its Sub consultant may maintain insurances with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should be valid during the project period as per relevant requirements of contract agreement.	
36.	Clause 6.5.8 Page 109	(e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	In order to clearly understand the requirements, we would suggest that the insurances required be listed with requested limits to avoid any ambiguity, so that the same can be mutually agreed by both parties.	The condition of the RfP remains unchanged.
37.	Clause 6.8.1 Page 110	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:	There is a mismatch in the Milestone and fees payable (6.8.1) and duration Table (5.14.1). From our experience, we believe that Deliverable No 8 (Statutory Development Plan and Notification of Final Master Plan) are a state issue and sometimes Notification of the master plan does not happen even after all the other Deliverables are completed. We request exclusion of these two deliverables and the payment terms be modified accordingly.	The condition of the RfP remains unchanged.
38.	Clause 6.5.7 Page 111	The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the scheduled deliverable.	Kindly clarify the timeframe within which comments will be provided by the client. In situations where no comments are received within the said timeframe, the consultant shall assume that there are no comments for the scheduled deliverable.	The condition of the RfP remains unchanged.
39.	Clause 6.8.1 Page 111	Design basis report & Notification of Final Master Plan	Request you to consider revising the payment structure as below. Design basis report- 5% Final Environmental clearance- 5%	The condition of the RfP remains unchanged.

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40.	Clause 6.5.8 of General Conditions of Contract (GCC), page 109 - 110	<p>The Consultants</p> <p>(i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and</p> <p>(ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.</p> <p>(iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client.</p> <p>(iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>We would be using our existing annually renewable insurances, which are maintained by us on long term arrangements with our insurers, as such suggest following modifications; will that be acceptable?</p> <p>(i) Shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on the terms and conditions approved by the Client, insurance against the to cover such risks and for the coverages, as shall be specified in the (SC), and.</p> <p>(ii) Within 15 (fifteen) days of receiving any insurance policy certificate in respect to insurance required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of certificates of insurance certificates and such certificates will also evidence that the insurance premium has been paid in respect of such insurance. No insurance shall be cancelled, modified, or allowed to expire or lapse during the terms of this Contract.</p> <p>(iii) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client, but subject to 15 days' notice to cure.</p> <p>(iv) The insurance policies so procured shall mention the Client as additional insured / indemnity</p>	<p>The condition of the RfP remains unchanged.</p>

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			to principal wherever applicable and the Consultants shall reflect the same under its certificate of insurance.”	
41.	Clause 6.7.7(a)(ii), Page 115 - 116	(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher. (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	(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 Consultant’s may be entitled to receive from any insurance maintained by the Consultant’s to cover such a liability, whichever of (i) or (ii) is higher. (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	The condition of the RfP remains unchanged.
42.	Clause 6.5.8, page 110	(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.	We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy. In case Sub-consultants maintain individual policies under their own name, it will be acceptable as compliance under the Contract.”	The condition of the RfP remains unchanged.
43.	Clause 6.5.8, page 110	(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.	We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “(b) Third Party Liability insurance with a coverage,	The condition of the RfP remains unchanged.

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Sl. No	Clause of RFP	Reference	Bidder Query	Reply to Query
44.	Clause 6.5.8, page 110	<p>(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,</p> <p>(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</p> <p>(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.</p>	<p>for Rs. 10,00,000/ (Rupees Ten Lakh) in the aggregate for the period of consultancy."</p> <p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable?</p> <p>"(c) Professional Liability Insurance - The Consultant 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 continuous period of five years, renewed annually, beyond completion of Consultancy services commencing from the Effective Date, (i) for an aggregate amount equal to the not exceeding total payment 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 with a minimum coverage of [insert amount and currency].</p> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than equal to the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>	The condition of the RfP remains unchanged.
45.	Clause 6.5.8, page 110	<p>(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable?</p> <p>"(d) Employer's Liability and Workers' Compensation insurance shall be in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant</p>	The condition of the RfP remains unchanged.

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		insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.	provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate or as per Consultants usual practice; and all insurances and policies should be maintained during the period of services and remain effective / renewed as per relevant requirements of contract agreement. In case Sub-consultants maintain individual policies under their own name, it will be acceptable as compliance under the Contract."	
46.	Clause 6.5.8, page 110	(e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “(e) Any other insurance that has been specified and agreed between the parties or as required under the statute.”	The condition of the RfP remains unchanged.
47.	General		Kindly provide the list of the prior reports/ studies and also clarify if all prior reports are available for review by the bidder.	If any shall be shared with the successful bidder. The condition of the RfP remains unchanged.
48.	Clause 2.9.4 Page 17	Project related to EIA studies and EIA clearance in last 5 years in India	Please permit experience from outside India as valid too (ie remove “India” from the criteria) or allow Sub-Con experience to be submitted.	Refer Corrigendum-1.
49.	Clause 2.12.2 Page 20 Clause 6.1.1 (n)/SCC Page 109	Performance Security: Performance Security equivalent to 3 (three) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in “Annexure A” from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this	Please clarify the percentage of the performance security, whether it is 3% or 5%.	Refer Corrigendum-1.

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		Assignment.		
50.	Clause 5.5.2, Page 23 Clause 6.3.1/SCC Page 109	Duration of project: 30 months including the hand holding period of 12 months. The duration of assignment shall be 36 (thirty-six) months and with option to extend the contract duration with mutual written agreement.	We understand that the duration of the assignment is 30 months including the handholding period of 12 months. Please confirm.	Refer Corrigendum-1.
51.	Clause 2.17.2 Page 24	The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab	We understand that the meetings will be with the State Govt. offices in Maharashtra. Please confirm.	Refer Corrigendum-1.
52.	Form 3K Page 51	Note : Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client, State Government etc.	It is suggested that key staff who are proposed in short term inputs on ongoing mandates with NICDC be allowed to be proposed for this assignment. Also, it is suggested that in case an independent staff is currently working on a short-term input assignment on an NICDC project, he be allowed to be proposed on another/this assignment. This will allow the key staff to utilise his learning and best practices on similar NICDC projects to this assignment in addition to be effectively deployed on multiple projects. The short-term inputs may be considered as less than 5 staff months over the 30 months duration of the assignment.	The condition of the RfP remains unchanged.
53.	Section-5 Terms of Reference Page 62	Background – National Industrial Corridor Development Corporation Ltd (NICDC) is undertaking the activities related to Preparation of Master Planning and Preliminary Engineering for Satara Industrial Area in Maharashtra under BMIC Project. An area of approximately 5,000 Hectares has been demarcated for the development of Satara Industrial Area. The site map is enclosed as Annexure C.	Annexure C is not enclosed in the RFP document. Kindly provide the site details – map showing site location, site extent and land details.	Refer “ Annexure-A ” of Corrigendum-1.
54.	5.14.1 & 6.8.1	Deliverable & Timeframe Payment Milestone	S. No. 8 & 9 of the Deliverable & Timeframe and Payment Milestone are inconsistent. As per our experience, payment on DBR cannot be clubbed with Notification of Master Plan milestone. Master Plan notification is a time taking exercise and we have to proceed with approval of PDR to	Refer Corrigendum-1.

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			<p>NICDIT in parallel. This will need accomplishing of DBR milestone, which will keep pending and shall delay the overall schedule in node. Kindly review and reconfirm.</p> <p>Also, it is suggested that the payment of 10% against Environmental Clearance be segregated in two parts as: Submission of Environmental Impact Assessment Report: 7% Environmental Clearance: 3%.</p> <p>Since undertaking the EIA is a field intensive work involving expenses, this will provide the Consultant the much required cash flow for undertaking the EIA. Kindly consider.</p>	
55.	2.5.1; Page No 7	A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'National Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").	<p>As per new guidelines of Ministry of Finance, Tender Processing fee & Bid Security may be relaxed.</p> <p>We request the client to consider Bid Security Declaration.</p>	The condition of the RfP remains unchanged.
56.	2.6.8; Page No 10	In case the Applicant is a Consortium, it shall, comply with the following additional requirements: 1. Number of members in a consortium shall not exceed 3 (three);	We request the client to consider 4 members in a JV/consortium to allow the consultants to float relevant experiences for the assignment.	The condition of the RfP remains unchanged.
57.	2.7.3 (1); Page No 11	The Team leader, Senior Infrastructure Planner/Engineer and Senior Urban Planner/Master Planner proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	<p>We understand that the requirement of Senior Infrastructure Planner/Engineer and Senior Urban Planner/Master Planner to be on the payroll of the bidder is restrictive as there are multiple highly capable freelance consultants who usually work on the project on a dedicated contract for the entire assignment duration.</p> <p>Requesting the client to please consider the same.</p>	The condition of the RfP remains unchanged.
58.	2.9.4 (c); Page No 17	c. Experience in designing of ICT infrastructure and its integration with other utilities in an urban context spread over minimum of 5 sq.km area during the last 5 years.	Considering the fact that various utility service projects such as water supply, sewage disposal, drainage network, power supply including Transmission and Distribution network are already being evaluated in Category b) of the prequalification proposal; we request the client to	The condition of the RfP remains unchanged

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			<p>consider removing this requirement from eligibility. We request the client to consider the experience of sub-consultants of ICT as eligible for 'designing of ICT infrastructure and its integration with other utilities in an urban context spread over minimum of 5 sq.km area during the last 5 years'.</p>	
59.	2.9.4 (c); Page No 17	c) Experience in designing of ICT infrastructure and its integration with other utilities in an urban context spread over minimum of 5 sq.km area during the last 5 years.	Considering the large area requirement of ICT infrastructure; we request the client to allow the bidders to float the experience of 10 years or 15 years.	The condition of the RfP remains unchanged.
60.	2.17.2; Page No 24	Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	Requesting the client to allow repetition of Key Experts in case the inputs of key staff are completed in other ongoing assignments.	The condition of the RfP remains unchanged.
61.	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 Maharashtra .	Refer Corrigendum-1.
62.	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.	<p>As per understanding 70 man-months is very less time for completing the deliverables considering the scale of the assignment.</p> <p>Thus, we request NICDC to increase the man-months of the key experts to 150 man-months.</p>	Refer Corrigendum-1.
63.	2.17.3 (1): Team Leader; Page No 24	The Team leader must be from the Lead member .	We request the client to allow Team Leader available on exclusive consent with a dedicated work contract for the entire project duration. Alternately , you may also consider Team Leader from any member of JV/consortium as allowed in similar past tenders by NICDC.	The condition of the RfP remains unchanged.
64.	2.17.3 (2): Senior Urban Planner / Senior Master Planner; Page No 25	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.	We requesting the client to reduce the international experience of the expert from 5 years to 3 years , as considered in similar past tender by NICDC.	The condition of the RfP remains unchanged.
65.	2.17.3 (3): Senior Infrastructure Planner/	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	Requesting the client to reduce the international experience of the expert from 5 years to 3 years , as considered in similar past tender by NICDC.	The condition of the RfP remains unchanged.

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SI. No	Clause of RFP	Reference	Bidder Query	Reply to Query
	Engineer; Page No 25	developments.		
66.	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.	Proof of Construction / Completion may be supplemented by secondary data / public domain information and shall be considered, if found adequate/ sufficient.
67.	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 diligently adhered/ complied to by the consultant at no additional costs.	The condition of the RfP remains unchanged.
68.	5.5.2.5; Page No 67	The Consultant shall carry out a detailed physical site survey to map all relevant physical features along with a topographic survey and/or any other survey required for the site area and prepares contour maps and labels as required for the project. It is expected of the consultant to undertake total station survey for Boundary fixation activity as well as for capturing the natural features within the site.	This clause only refers to boundary validation and natural features by total station survey, however site will also have man-made features, such as settlement areas, roads, bridges, culverts, earthworks and other such permanent and semi-permanent works. Please confirm that these features are also be mapped using total station.	All necessary surveys need to be done as part of the scope of the work. The condition of the RfP remains unchanged.
69.	5.13.4; Page No 86 & 5.13.7; Page No 88 & 5.13.7; Page No 89	Approvals & Clearances	We understand that the responsibility of the consultants is limited towards preparing technical documents for the procurement of approvals and clearances from various government departments/ agencies. We understand that the any fee associated with obtaining clearances and approvals from state or central departments shall be borne directly by the client. Requesting the client to please confirm our understanding.	The condition of the RfP remains unchanged.
70.	5.14:	Deliverables and Timeframe	Based on experience from similar assignments it is	The condition of the RfP

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	Deliverables and timeframe; Page No 89	<table border="1"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr><td>1</td><td>Inception report and Quality Assurance Plan</td><td>D+15 days</td></tr> <tr><td>2</td><td>Market demand analysis</td><td>D+1 month</td></tr> <tr><td>3</td><td>Final Base map</td><td>D+2 months</td></tr> <tr><td>4</td><td>Land suitability analysis and technical assessment report</td><td>D+2.5 months</td></tr> <tr><td>5</td><td>Preliminary master plan report</td><td>D+3 months</td></tr> <tr><td>6</td><td>Final Master plan report and preliminary financial model</td><td>D+4 months</td></tr> <tr><td>7</td><td>Urban design / Landscaping /ICT guidelines/ Branding guidelines/Plot control sheets</td><td>D+5 months</td></tr> <tr><td>8</td><td>Statutory Plan & Notification of Final Master Plan</td><td>D+6.5 months</td></tr> <tr><td>9</td><td>Design basis report</td><td>D+7 months</td></tr> <tr><td>10</td><td>Draft preliminary design report including detailed economic analysis along with costing</td><td>D+8 months</td></tr> <tr><td>11</td><td>Final Environment Clearance</td><td>D+9 months</td></tr> <tr><td>12</td><td>Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets</td><td>D+10 months</td></tr> <tr><td>13</td><td>Preparation of RFP document for selection of PMC</td><td>D+11 months</td></tr> <tr><td>14</td><td>Selection of EPC/DB contractor(s) as per approved packages</td><td>D+18 months</td></tr> <tr><td>15</td><td>Review of GFC's</td><td>D+24 months</td></tr> <tr><td>16</td><td>Hand holding and assistance to client</td><td>D+30 months</td></tr> </tbody> </table> <p>D*-Start date of assignment</p>	S. No	Milestone	Duration	1	Inception report and Quality Assurance Plan	D+15 days	2	Market demand analysis	D+1 month	3	Final Base map	D+2 months	4	Land suitability analysis and technical assessment report	D+2.5 months	5	Preliminary master plan report	D+3 months	6	Final Master plan report and preliminary financial model	D+4 months	7	Urban design / Landscaping /ICT guidelines/ Branding guidelines/Plot control sheets	D+5 months	8	Statutory Plan & Notification of Final Master Plan	D+6.5 months	9	Design basis report	D+7 months	10	Draft preliminary design report including detailed economic analysis along with costing	D+8 months	11	Final Environment Clearance	D+9 months	12	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months	13	Preparation of RFP document for selection of PMC	D+11 months	14	Selection of EPC/DB contractor(s) as per approved packages	D+18 months	15	Review of GFC's	D+24 months	16	Hand holding and assistance to client	D+30 months	<p>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 and carrying out detailed site physical survey as per method stipulated in Section 5: Terms of Reference, section 5.5.2.5; Page No 67.</p> <p>The total assignment duration maybe kept same by adjusting delivery time of milestones after Milestone 7 (Urban design/ landscaping/ branding guidelines) and onwards.</p>	remains unchanged.
S. No	Milestone	Duration																																																					
1	Inception report and Quality Assurance Plan	D+15 days																																																					
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72.	6.3.2: Commencement of Services;; Page No 100	The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.	Requesting the client to allow at least 30 days for the commencement of services.	The condition of the RfP remains unchanged.																																																			
73.	6.3.5: Force Majeure; Page No 100	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	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	The condition of the RfP remains unchanged.																																																			

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		<p>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.</p> <p>6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:</p> <p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</p> <p>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</p>	<p>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 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>	
74.	6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 104	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 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.</p>	<p>It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.</p>	<p>The condition of the RfP remains unchanged.</p>
75.	6.8.2: Payment to	<p>The client will release 60% payment due against a</p>	<p>We request that this breakup be made 80% within</p>	<p>The condition of the RfP</p>

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	the Consultants; Page No 105	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.	45 days in case comments are not received from Client/ stakeholders. This is particularly requested as it impacts staffing and budgeting if the State Government Approvals do not comeback with comments in time for the next deliverable. This change will significantly improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC.	remains unchanged.
76.	6.11: Liquidated Damages; Page No 106	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	As per standard consulting practices, liquidated damages should be limited to 0.5% per week subject to a maximum of 10% of the agreement value. Requesting the client to please consider.	The condition of the RfP remains unchanged.
77.	6.13.2; Page No 107	Indemnity	As per accepted best practices for contract, we suggest capping of Indemnity up to the maximum agreement value. Please confirm.	The condition of the RfP remains unchanged.
78.	6.5.7; Page No 109	Limitation of the Consultants' Liability towards the Client	Requesting the client to please add the following clause: <i>"Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom"</i> .	The condition of the RfP remains unchanged.
79.	6.5.8 Risks and coverage; Page No 110	Risks and coverage	As a general practice, large consultancy organisation takes insurance for their overall contracts obligation under an Umbrella policy.	The condition of the RfP remains unchanged.

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			Requesting the client to confirm if the same should be acceptable subject to attestation of client name on the policy documents.																																																	
80.	6.8.1: Payment Terms; Page No 111	<p>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Fee Payable (%)</th> </tr> </thead> <tbody> <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 & 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 & BIM model & 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> </tbody> </table> <p>Milestone No. 3: Final Base map Milestone No. 8: Design basis report & Notification of Final Master Plan</p>	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	<p>Milestone No. 3: Base Mapping is a critical exercise which apart from surveying and mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary; and the procurement of satellite imagery. This is a time taking and physical resource intensive process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value.</p> <p>Milestone No. 8: From our experience of statutory processes on similar projects; we understand that the Notification of Final Master Plan being state subject, sometimes '<i>Notification of the master plan</i>' does not happen even after all the other Deliverables of the assignment are completed. We request exclusion of this deliverable and the payment terms to be modified accordingly.</p>	The condition of the RfP remains unchanged.
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81.	5.14: Deliverables and timeframe; Page No 89 & 6.8.1: Payment Terms; Page No 111	Deliverables and Timeframe & Payment Terms;	<p>There is some discrepancy between the Deliverables and the Payment terms.</p> <p>Requesting the client to please review and share the revised; as required.</p>	Refer Corrigendum-I.																																																
82.	Page No 124	Site Map	RFP Attachment as indicated for Annexure C (Site Map) is missing. Requesting the client to please share Annexure C; as required.	Refer " Annexure-A " of Corrigendum – 1.																																																
83.	Section 2. Instruction to Consultants, 2.1.22, page 6	Project Office: Consultant is advised to have their main Project Office at Mumbai and Satara (BMIC site) in Maharashtra.	As our understanding, establishment of a Project Office at Mumbai shall meet the project requirement as all concerned government agencies (including AITL) are located in Mumbai. It is also the practise being followed for similar ongoing assignments of NICDC.	Refer Corrigendum-1.																																																

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			However, presence of consultant's team at Satara during surveys and investigations shall be ensured. Please consider and confirm.	
84.	Section 2. Instruction to Consultants, Clause 2.7.3, Pg. 11	The Team leader, Senior Infrastructure Planner/Engineer and Senior Urban Planner/Master Planner proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	We request that the named experts with long term contract with the bidding firm or having a dedicated full-time contract to work on the assignment may please be considered eligible for the bid. Please confirm.	The condition of the RfP remains unchanged.
85.	Section 2. Instruction to Consultants, Clause 2.9.4 Minimum Qualification Criteria Pg. 16- 17	c) Experience in designing of ICT infrastructure and its integration with other utilities in an urban context spread over minimum of 5 sq.km area during the last 5 years.	Based on our review and interpretation of the Terms of Reference, we understand that the scope of work related to ICT shall be provision of ducts along the road network based on the future requirements. The provision of ducts shall be a part of the road cross section design. Given the above, the requirement of firm experience in ICT infrastructure design as minimum eligibility criteria is too binding. Therefore, we request for removal of the mentioned firm experience requirement.	The condition of the RfP remains unchanged.
86.	Section 2. Instruction to Consultants, Clause 2.9.5 Technical Evaluation Criteria Pg. 17	The firm should have undertaken / completed 5 nos. of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least five different infrastructure components in the last ten years preceding the PDD, within which 4 components shall be mandatory to include Roads, Water supply, Power/energy, sewerage will be considered for the purpose of qualification.	The specific requirement is very restrictive and we request for relaxation of the same in line with other similar NICDC bids as given below: The firm should have undertaken / completed 5 nos. of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD , will be considered for the purpose of qualification. Please consider and confirm.	The condition of the RfP remains unchanged.
87.	Section 2. Instruction to Consultants Clause 2.11.3 Negotiation, Pg. 19	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	We request for relaxation on substitution of key experts, due to other constricting reasons beyond the bidder and replacement with equal or better CV for the position in consideration. Kindly consider and confirm.	The condition of the RfP remains unchanged.

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		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.		
88.	Section 2. Instruction to Consultants, 2.17 Tentative Schedule for Selection Process, page 22	Last date for receiving queries/requests for clarifications: 27.05.2021	We request to allow submission of pre-bid queries at least 2 days from the date of pre-bid meeting.	The condition of the RfP remains unchanged.
89.	Section 2. Instruction to Consultants, 2.17.1 Data Sheet, page 23	Section 5, 5.5.2: Duration of project: 30 months including the hand holding period of 12 months	Given the large project area it is requested to consider increasing the duration of the planning and design period by 6 months, i.e. increasing from the current 18 months to 24 months. Please consider and confirm.	The condition of the RfP remains unchanged.
90.	Section 2. Instruction to Consultants, Clause 2.17.2 List of minimum key personnel/ staff, Pg. 24	Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	We understand that this condition is applicable only for ongoing contracts and not bids to be submitted. We request a clarification as this is the fourth assignment for which bids are being sought concurrently by NICDC. All the assignments require inputs of multi-disciplinary team members (12-15 nos.) with specific expertise. It is difficult for a firm to propose an exclusive team for all the bids. Therefore, we request that repetition of experts may please be allowed by a firm bidding for more than one assignment. Please consider and confirm.	The condition of the RfP remains unchanged.
91.	Clause 2.17.2 Page 24	The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab.	We understand that Key Experts are to be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Mumbai, Maharashtra and not Punjab.	Refer Corrigendum-1.
92.		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	Based on our experience of similar assignments of the NICDC, we feel 70 person months for key experts is grossly inadequate given the size of the project area. We estimate 250 person months of	Refer Corrigendum-1.

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		estimating man months it has been assumed that each expert will be supported by Support Staff.	key experts and 500 support professionals will be needed for this assignment at least. Kindly consider and confirm.	
93.	Section 2. Instruction to Consultants, Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point B3	Overseas/ International experience-10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, Structural Engineer, Road Expert, GIS, financial etc. as local norms have to be followed. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The condition of the RfP remains unchanged.
94.	Section 2. Instruction to Consultants, Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The condition of the RfP remains unchanged.
95.	Section 5. Terms of Reference, 5.14 Deliverables and timeframe, page 89	2. Market Demand Analysis 4. Land suitability analysis and technical assessment report	Based on our similar project experiences, Market analysis and land suitability analysis need to happen simultaneously as Product mix finalised in market analysis may not be always amenable due to land suitability issues that are identified thereafter. Therefore, we suggest that the timeline for milestones of Market Demand Analysis Land suitability analysis and technical assessment report may please be kept at D+2.5 months.	The condition of the RfP remains unchanged.
96.	Annexure C page, 118		The annexure doesn't include the site map. Please provide the same with references for locating the exact boundary of the Project Area.	Refer "Annexure-A" of Corrigendum – 1.
97.	Clause No. 2.1.22 Page 6		We believe that office in Mumbai is suffice requirements and need not to have office at Satara. We believe anyway staff to visit Satara as and when require during the assignment for various reasons including of oversee survey and during handholding support. Hence, our humble request	Refer Corrigendum-1.

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			to allow office only at Mumbai .	
98.	Clause No. 2.7.3		We request to allow Team Leader and other staff from any of JV Partner instead of from Lead Partner. Further, we understand that the TL should be available for entire duration of the assignment with at least 30 months exclusively for this assignment.	The condition of the RfP remains unchanged.
99.	Clause No. 2.17.2		Looking to the scope of works to justice, we believe key experts man months should be 200+ while support staff should be 300+.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. Further, please provide minimum inputs of all key staff.	Refer Corrigendum-1.
100.	Clause No. 2.17.2		We request to allow all other key staff except TL to repeat in other Proposal being intermittent inputs / short term duration inputs. Which is legitimate.	The condition of the RfP remains unchanged.
101.	Clause No. 2.9.4		We believe it is not mandatory to have NABET accredited firm to fulfil EIA project requirements. If any showcase project has EIA clearance, it is suffice. Please confirm.	EIA related requirements need to be fulfilled by NABET accredited experts.
102.	Clause No. 6.5.8		We request to allow PLI from individual partner of their share rather than on JV name which is cumbersome process to deal with partners and to come to conclusion due to various legal issues. This is our internal matter, but request it NICDC allow the same.	The condition of the RfP remains unchanged.
103.	Section 5 ToR		We understand that the entire land is not in possession and also exact map / boundary is not available. In this situation, master planning as a whole may not start on time and hence entire project gets delay. In this case, request NICDC to address this issue. Since project is fixed price lump sum, it may get delay and eventually the consultant to load or absorb escalation on remuneration beyond 30 months. NICDC can allow price escalation beyond 30 months since land issue not attribute to the Consultant.	The condition of the RfP remains unchanged.
104.	Clause No. 6.3.1		Please confirm if duration is 30 months as	Refer Corrigendum-1.

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			mentioned in data sheet or it is 36 months as mentioned in this clause.	
105.	Suggestion		Considering COVID and lockdown restriction plus work from home scenario, we request to only allow tender fees/EMD online and waive all hard copies submission including of POAs, JV agreement.	The condition of the RfP remains unchanged.
106.	Request		We believe at least 21 days shall be provided after clarifications issue.	Refer Corrigendum-1.
107.	Request		Please let us know if any site visit is to be arranged by NICDC so to visit the same by our representative.	Bidders may arrange site visit on their own.
108.	Clause 2.9.4 Page 17	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', and 'd', a single project can qualify for all three categories	We understand that, as per the criteria, for category a, c & d, we can submit the projects where construction work has started and for Category b – consultant needs to submit the project where ongoing projects should be completed to 80 percent. So, for category a, c & d – ongoing projects – completion of 80 % is not a mandatory criteria. Please clarify.	The condition of the RfP remains unchanged.
109.	Clause 2.6.8 Page 10	Number of members in a consortium shall not exceed 3 (three);	Can we have an International Partner as a Lead Member in JV / Consortium? To make an International Partner as a Lead member, what are the criteria needs to be fulfilled? Does it mandatory for any International Firm to have an Indian Incorporation or Indian entity? Please clarify.	The lead member has to be an Indian Entity. The condition of the RfP remains unchanged.
110.	Form 3B Page 33	Format for Pre-qualification Proposal (Eligible Projects) PROJECTS EXPERIENCE WITHOUT THE CLIENT CERTIFICATE WILL NOT BE EVALUATED. For Eligible Projects (Category(b)), ongoing projects completed to 80 percent can be considered.	We understand that for category a, c & d, consultant needs to submit the client certificate mentioning that respective work of consultant has been completed and construction work has been started, please clarify. For Category(b) projects, along with client certificate (mentioning 80% or more work is completed), is there any other document needs to be submitted to prove that 80% of the project has been completed? Please clarify.	The condition of the RfP remains unchanged. Proof of Construction / Completion may be supplemented by secondary data / public domain information and shall be considered, if found adequate/ sufficient.
111.	Form 3I Page 49	Form 3I: Applicant's experience Projects without the proof of experience from client	Along with client certificate (mentioning 80% or more work is completed), is there any other	Proof of Construction / Completion may be

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		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.	document needs to be submitted to prove that 80% of the project has been completed? Please clarify.	supplemented by secondary data / public domain information and shall be considered, if found adequate/ sufficient.
112.	Clause 2.6.2 Page 8	An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.	Please clarify whether the lead or supporting member of consortium can be a foreign firm not having its registered office in India.	The lead member has to be an Indian Entity. The condition of the RfP remains unchanged.
113.	Form 3C Page 34	Note 1 : In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue satisfied jointly by the consortium with the condition of Lead Member to meet the minimum of 60% of Average Annual turnover.	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.	The condition of the RfP remains unchanged.
114.	Clause 2.17.3 (2) Page 25	Senior Urban Planner / Senior Master Planner. Should be a Postgraduate in Urban Planning 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.	Senior Urban Planner / Senior Master Planner. Should be a Postgraduate in Urban Planning It is desirable to have 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.	The condition of the RfP remains unchanged.
115.	Clause 2.17.3 (3) Page 25	Senior Infrastructure Planner/ Engineer Should be a Postgraduate in Infrastructure 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.	Senior Infrastructure Planner/ Engineer Should be a Postgraduate in Infrastructure It is desirable to have 5 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	The condition of the RfP remains unchanged.
116.	Clause 2.17.3 (4) Page 25	Urban Designer :Should be a Postgraduate in Urban Design At least 3 out of the 10 years' experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.	Urban Designer :Should be a Postgraduate in Urban Design It is desirable to have 3 out of the 10 years' experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.	The condition of the RfP remains unchanged.
117.	Clause 2.7.3 (1) Page 11	The Team leader, Senior Infrastructure Planner/Engineer and Senior Urban Planner/Master Planner proposed must be permanent full-time	The Team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	The condition of the RfP remains unchanged.

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		employee of the firm responsible entirely for all the Project related matters.		
118.	Clause 2.17.3 (1) Page 24	Team Leader "Should have Master's Degree in Engineering or Planning It is desirable to have international experience. The Team leader must be from the Lead member"	Team Leader "Should have Master's Degree in Engineering or Planning It is desirable to have international experience.	The condition of the RfP remains unchanged.
119.	Clause 2.9.5.a Page 17	The said project experience shall comprise4 components shall be mandatory to include Roads, Water supply, Power/energy, sewerage will be considered for the purpose of qualification	The said project experience shall comprise 2 out of the 4 components shall be mandatory to include Roads, Water supply, Power/energy, sewerage will be considered for the purpose of qualification	The condition of the RfP remains unchanged.
120.	Clause 2.9.4 Table Footnote Page 17	Minimum Qualification Criteria For 'a', 'b', and 'd', 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	Minimum Qualification Criteria For 'a', 'b', and 'd', a single project can qualify for all three categories. In that event, it will be counted as one project separately for each category;	The condition of the RfP remains unchanged.
121.	Section 5, Terms of Reference Page 62	The site map is enclosed as Annexure C.	Site Map is not enclosed, please provide the same.	Refer " Annexure-A " of Corrigendum – 1.
122.	Site Visit		Request you to please provide site address and contact person to ease site visit.	Refer Corrigendum-1 and clause no.2.1.18 of the RfP
123.	General	Duration of the Agreement	The duration of assignment mentioned in the Special Conditions of Contract is 36 months while the duration mentioned in Datasheet on Page 23 is 30 months. Kindly clarify.	Refer Corrigendum-1.
124.	General	Site Visit	We request to provide the concerned person / organization details for guiding the site Visits for the consultants.	Refer clause no.2.1.18 of the RfP
125.	Clause 2.17.3 (2) Page 25	Senior Urban Planner / Senior Master Planner Should be a Postgraduate 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. Fully conversant with the local bye laws and regional level planning norms. Experience in preparation of city level/township level Development Plans/Master Plans with fair knowledge about infrastructure and utilities. At least 5 out of the 15 years' experience should be international experience in the planning and design of economic	We request you to kindly relax the international experience requirement of expert to 3 years.	The condition of the RfP remains unchanged.

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		clusters or corridors, townships, or campus developments.		
126.	Clause 2.17.3 (3) Page 25	Infrastructure Planner Should be a Postgraduate 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 you to kindly relax the international experience requirement of expert to 3 years.	The condition of the RfP remains unchanged.
127.	Clause 2.9.4 (d) Page 17	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 relax the number of projects to 2 as per previous RFPs issued by NICDC.	The condition of the RfP remains unchanged.
128.	Clause 6.11 Page 106	<u>Liquidated damages:</u> 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 you to kindly amend the clause as mentioned below: If any delay in services attributable to CONSULTANT, results in extending the overall schedule for completion of the Project, then CLIENT shall be entitled to recover from CONSULTANT by way of liquidated damages an amount calculated at the rate of quarter percent (¼%) per week or part thereof for such delay, subject to a maximum of five percent (5%) of CONSULTANT's compensation.	The condition of the RfP remains unchanged.
129.	Clause 6.5.7 Page 109	<u>Limitation of the Consultants' Liability towards the Client</u> (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (i) the	We request you to kindly amend the clause as mentioned below: (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage;	The condition of the RfP remains unchanged.

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		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. (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	and (ii) For any direct loss or damage that exceeds (i) the ten percent (10%) of the 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. (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.	