

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
1.	Section 2. Instruction to Consultants, 2.1.21, RFQ CUM RFP Processing Fee, page 11	The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of INR 1,00,000/- (Indian Rupees One Lakh only).	We request the reduction of the Bid processing fee and the bid security to INR 10,000 and INR 2,00,000 respectively in view of the following: <ul style="list-style-type: none"> The scope of work of the current assignment is much limited than the Detailed Master Plan and Preliminary design bid that have been issued by the NICDC that had a much wider scope with a project period of 30-36 months. 	The conditions of the RfQ cum RfP remain unchanged
2.	Section 2. Instruction to Consultants, Clause 2.5. Bid security, Page 11	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")	<ul style="list-style-type: none"> Secondly, keeping in view the ongoing pandemic and its economic impacts, the Government of India has issued orders for reduction of bid processing fee and security to ease the financial burden on the bidders. Please consider and confirm. 	The conditions of the RfQ cum RfP remain unchanged
3.	ITC Clause No. 2.7.12 & SCC Clause No. 6.1.7	As per ITC clause no. 2.7.12, the Client will pay only GST over and above of the cost of Financial Proposal. As per SCC clause no. 6.1.7, All other applicable taxes, levies, duties, etc. shall be borne by Consultant.	In view of the clauses mentioned, please present GST separately in the financial proposal Form 4A.	Please refer Form 4B
4.	Section 2. Instruction to Consultants, Clause 2.9.4 Minimum Qualification	Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/Economic Corridor of length not less than 500 km Or Experience of preparation of Regional Development Plan for an area not less than 10,000 sq km	We request that the requirement of 10,000 sq.km for the experience of preparation of Regional Development may please be reduced to 5,000 sq.km. to enable wider participation in the bid.	The conditions of the RfQ cum RfP remain unchanged

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	Criteria Pg. 22			
5.	Section 2. Instruction to Consultants, Clause 2.15 Pre-bid meeting, Pg. 26	Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant	Given the ongoing pandemic and efforts to curb the spread of the same, we request that the pre-bid meeting is held virtually. Please consider and confirm.	Conducted via VC on 20th July 2021
6.	Section 2. Instruction to Consultants, Clause 2.11 Negotiations Sub-clause 2.11.3, page 24	<ul style="list-style-type: none"> As per ITC clause no. 2.11.3, in case of replacement of the key personal, there is a penalty clause where key personnel would call for reduction in the remuneration of 20% from the Original Key personnel amount 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. 	As per the clause, penalty for replacement of personnel is very high, we therefore request to reduce the rate to be in the range of 1% to 5% of the original quoted rate against the key personnel being requested for replacement, subject to a maximum of 5% of the original quoted rate against the key personnel.	The conditions of the RfQ cum RfP remain unchanged
7.	Section 2. Instruction to Consultants, Clause 2.8. Submission, receipt and opening of proposals, Page 19;	<ul style="list-style-type: none"> 2.8.3, page 19: The Applicant shall submit the proposals online at the GeM Portal. Proposals submitted at the client's address manually will be rejected. Section 1, Point 1, page 28: Applicant shall submit their offer in electronic format on GeM Portal only. 2.7.6, page 28: The address for submission of Proposal is CEO & Managing Director, National 	Based on our past experience, we understand that the technical proposals are to be submitted only Online and only the Bid Processing Fee, Bid Security, Power of Attorney and Consortium agreements are to be submitted in hard copy. If yes, then it is requested to please clarify the statement as written in clause 2.7.6.	Refer Clause 2.1.21 & 2.8.4 of the RfQ cum RfP.

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	2.16.6 Data sheet, 28	Industrial Corridor Development Corporation Limited		
8.	Section 6, Form of Contract, GCC Clause 1.8, Payments to the Consultants, Sub-clause 1.8.2, page 92	<ul style="list-style-type: none"> 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. 	Particular attention is brought to the clause regarding payment of remaining 40% of Invoice amount that may be held up for the duration of approval from State Government. We request a revision of the clause to delink the approval process from payment as consultant will have several subsequent deliverables that need investment for timely completion. Hence, pending approvals, prior to closure of the project may be reconciled at the end of the project and Consultants Payments may be withheld until approval subject to a maximum of 5% of respective invoices.	The conditions of the RfQ cum RfP remain unchanged
9.	Section 6, Form of Contract, GCC Clause 1.11, page 93	<ul style="list-style-type: none"> 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. 	The Penalty Percentage is very high. The aggregate maximum of liquidated damages, may be limited to 5% of contract fees instead of 10%. Please confirm.	The conditions of the RfQ cum RfP remain unchanged
10.	Pre-bid meeting 12, 27 & 28	Date of pre-bid meeting and venue is mentioned in data sheet Date & Time of pre bid meeting – 20th July 2021 at	Considering the ongoing pandemic situation, most of the government entities are organizing online pre-bid meeting. We kindly request NICDC to host an online pre-bid meeting for the said proposal.	Conducted via VC on 20 th July 2021

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		11.00 am, at the Official Address.		
11.	2.16.6 Data sheet 28	2.7.6 - last date of submission of Proposal is 27th August 2021 before 3:00 pm	We request NICDC to provide atleast three weeks from issuance of pre-bid response for bid submission	The conditions of the RfQ cum RfP remain unchanged
12.	2.16.5 & 2.16.6 27 & 28	Proposal Due Date - 21st August 2021 Last date of submission of Proposal is 27th August 2021 before 3:00 pm	A discrepancy has been observed in the date of proposal submission. As above mentioned the proposal due date should be atleast three weeks from issuance of pre-bid response. Please confirm	Corrigendum-1
13.	Section 5, 5.5.2 28	Duration of project: 06 months	Considering the extensive scope of the project, the entire duration of the project should be atleast 9 months. Requesting NICDC to revise the project duration accordingly.	Corrigendum-1
14.	III. Special Conditions of Contract 96	6.3.1 The duration of assignment shall be 36 (thirty-six) months and with option to extend the contract duration with mutual written agreement	A discrepancy has been observed in the duration of the assignment. As above mentioned the duration of the assignment should be revised to 9 months. Please confirm.	Corrigendum-1
15.	2.17 Required experience and expertise of Key Personnel 29	Market / Industry Sector Analyst or Economist <ul style="list-style-type: none"> • Minimum Years of professional experience – 15 • Should have MBA/MA Economics or equivalent with experience in market / industry sector analysis for similar corridor development projects/ Sector improvement programs having experience in industrial demand gap assessment. The experience in the agro processing industry sector will be 	The current criteria appears to be restrictive. Market/industry sector has been extensively assessed by experts with Planning background as well. There have been numerous corridors and nodes wherein planners have played important role in assessing the markets/industry sectors. Hence, we request NICDC to revise the criteria as follows – Market / Industry Sector Analyst or Economist <ul style="list-style-type: none"> • Minimum Years of professional experience – 15 	The conditions of the RfQ cum RfP remain unchanged

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		given additional weightage	<ul style="list-style-type: none"> Should have MBA/MA Economics or M Planning or equivalent with experience in market / industry sector analysis for similar corridor development projects/ Sector improvement programs having experience in industrial demand gap assessment. The experience in the agro processing industry sector will be given additional weightage 	
16.	2.17 Required experience and expertise of Key Personnel 29	Financial/PPP Expert <ul style="list-style-type: none"> Minimum Years of professional experience – 15 Should have MBA/MA Economics or equivalent with experience in market / industry sector analysis for similar corridor development projects/ Sector improvement programs having experience in industrial demand gap assessment. The experience in the agro processing industry sector will be given additional weightage 	We request NICDC to revise the criteria as follows – Financial/PPP Expert <ul style="list-style-type: none"> Minimum Years of professional experience – 15 Should be an MBA (Finance) / Economist / CA with experience in market study, demand & supply assessment, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project 	Corrigendum-1
17.	Section 5. Terms of Reference 68	5.2 Aims and Objectives of the Consulting Assignment: <ul style="list-style-type: none"> To identify suitable nodes to be taken up for industrial development within the <u>project influence area and prepare techno-economic feasibility study for the identified nodes</u>² along with Early Bird Projects³ in and around the nodes 	<ul style="list-style-type: none"> <u>Project Influence Area:</u> Requesting NICDC to indicate the project influence area on either side of the corridor. <u>Prepare techno- economic feasibility study for the identified nodes:</u> <ul style="list-style-type: none"> Requesting NICDC to provide minimum size of potential Nodes to be identified It is assumed that Consultant will identify only one node in each state 	The conditions of the RfQ cum RfP remain unchanged

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			<p>falling under the project influence area of the corridor.</p> <p>Please confirm on the above.</p>													
18.	Section 5. Terms of Reference 69	<p>5.3 Scope of Work</p> <p>5. Identification of potential Nodes in consultation with respective State Government to be taken up for Feasibility Study, which would then be taken up for detailed Master Planning;</p>	<p>As mentioned above, the project objective mentions to <u>prepare techno- economic feasibility study for the identified nodes.</u></p> <p>Further, the 5.3 Scope of Work point #5 states that <u>identification of potential Nodes in consultation with respective State Government to be taken up for Feasibility Study,</u> which would then be taken up for detailed Master Planning.</p> <p>Is the Consultant suppose to just identify the potential nodes as part of the assignment or the Consultant is supposed to undertake feasibility of the identified nodes as well? If both, then the scope of <u>techno-economic feasibility study for the identified nodes</u> is not specified in the ToR categorically.</p> <p>Please confirm on the above.</p>	<p>For clarity, identification of nodes and technical feasibility for establishing the node for undertaking the further masterplan works is the essence of scope of work.</p>												
19.		<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Milestone</th> <th>Payment (in percentage of total fee)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>10%</td> </tr> </tbody> </table>	Sr. No.	Milestone	Payment (in percentage of total fee)	1	Inception Report	10%	<p>We request NICDC to revise the criteria as follows –</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Milestone</th> <th>Payment (in percentage of total fee)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>10%</td> </tr> </tbody> </table>	Sr. No.	Milestone	Payment (in percentage of total fee)	1	Inception Report	10%	<p>The conditions of the RfQ cum RfP remain unchanged</p>
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20.	Insurance to be taken out by the Consultant 146	<p>The risks and the coverages shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub-consultant or their Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.</p> <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, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be</p>	<p>We request CIDCO to revise the clause as follows –</p> <p>(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub-consultant or their Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.</p> <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, (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</p>	The conditions of the RfQ cum RfP remain unchanged																								

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		<p>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.</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p>	<p>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>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p>	
21.	New clause -	-	The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations	The conditions of the RfQ cum RfP remain unchanged

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22.	New clause -	-	The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	
23.	22 / 2.9.4 / Minimum Qualification Criteria	Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/Economic Corridor of length not less than 500 km Or Experience of preparation of Regional Development Plan for an area not less than 10000 sq km	There are only few projects done having 1000 sq km of area in India. In this case, request to allow master plan / statutory master plan / development with 500 sq km of area. Since DPR and Feasibility projects allowed, we believe detailed engineering design projects within / for smart cities /within industrial corridors are also considered as eligible assignments.	The conditions of the RfQ cum RfP remain unchanged
24.	90 / 1.5.7 / 6.5.8 .(c)	Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law PLI	Request to cap the consultant's liability up to the contract value And further believe, PLI to maintain maximum of one time of the contract value for the duration of assignment only. And, we believe umbrella policy is	The conditions of the RfQ cum RfP remain unchanged

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			being considered as well as per standard industry practices for such similar assignments.	
25.	93 1.1	<p>1.10 Responsibility for accuracy of project documents</p> <p>1.10.1 General</p> <p>1.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>1.10.1.2 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 Consultants.</p>	We believe any type of survey (except limited traffic survey AND what about flying or detailed alignment survey?? Believe it also require, pleas confirm), investigations, designs, drawings are not form part under this assignment. Request to elaborate these two clauses and expectations of the client.	The conditions of the RfQ cum RfP remain unchanged
26.	Suggestion	Time frame : 6 months	Total duration of 6 months is too ambitious, and it should be minimum 18 months. Kindly relook and revise in line with realistic scenario. Such similar plans approvals also taking much more time than expected and it is indeed requiring increasing total duration.	Corrigendum-1
27.	Clause 2.17.1		We would kindly request the authority to revisit the maximum number of years of experience (highlighted	The conditions of the RfQ cum RfP remain

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	List of minimum key personnel / staff	<table border="1"> <thead> <tr> <th data-bbox="398 311 465 459">SN</th> <th data-bbox="465 311 701 459">Position</th> <th data-bbox="701 311 898 459">Minimum years of professional experience</th> <th data-bbox="898 311 1077 459">Specific expertise</th> </tr> </thead> <tbody> <tr> <td data-bbox="398 459 465 933">6.</td> <td data-bbox="465 459 701 933">Transportation Expert</td> <td data-bbox="701 459 898 933">15</td> <td data-bbox="898 459 1077 933">Should have Masters in Transport Planning / Engineering with experience in planning/</td> </tr> </tbody> </table>	SN	Position	Minimum years of professional experience	Specific expertise	6.	Transportation Expert	15	Should have Masters in Transport Planning / Engineering with experience in planning/				<p>(below) required for the financial/PPP expert positions. We propose the following experience requirement for the position.</p> <table border="1"> <thead> <tr> <th data-bbox="1111 467 1178 595">SN</th> <th data-bbox="1178 467 1402 595">Position</th> <th data-bbox="1402 467 1626 595">Suggested min. years of</th> <th data-bbox="1626 467 1794 595">Specific expertise</th> </tr> </thead> <tbody> <tr> <td data-bbox="1111 595 1178 1385">9.</td> <td data-bbox="1178 595 1402 1385">Financial/PPP Expert</td> <td data-bbox="1402 595 1626 1385">10</td> <td data-bbox="1626 595 1794 1385">Should be an MBA (Finance) / Economist with experience in market study, demand & supply assessment, project funding and familiarity</td> </tr> </tbody> </table>	SN	Position	Suggested min. years of	Specific expertise	9.	Financial/PPP Expert	10	Should be an MBA (Finance) / Economist with experience in market study, demand & supply assessment, project funding and familiarity				unchanged
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6.	Transportation Expert	15	Should have Masters in Transport Planning / Engineering with experience in planning/																							
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		9.	Financial/PPP Expert	15	Should be an MBA (Finance) / Economist with experience in market study, demand & supply assessment, and familiarity of various	In addition, request to reconsider expertise of 'transportation expert' position with the updated criteria highlighted below in credentials:				
						SN	Position	Minimum years of experience	Suggested experience	
						9.	Transportation expert	15	Should have PhD in Transport economics / Engineering with experience in planning/advising/ on regional connectivity	
28.	Clause 2.9.4	Minimum Qualification Criteria Average annual revenue from consultancy services for last 3 financial years i.e. 2018-19, 2019-20, 2020-21... ...INR 100 crores				We understand that this project requires development of strategy and vision for DNIC that is physically, environmentally and financially stable. Since this is a large format project with a considerable financial impact, the size of the Consultants needs to match the size of the potential impact envisaged.				The conditions of the RfQ cum RfP remain unchanged

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			Therefore, we request the Client to increase the requirement of annual turnover from existing INR 100 Crore. to INR 500Crore.	
29.	6.5.7	<p><i>Limitation of the Consultants' Liability towards the Client</i></p> <p><i>(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></p> <p><i>a) for any indirect or consequential loss or damage; and</i></p> <p><i>b) 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.</i></p> <p><i>(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.</i></p>	<p>We propose the following amendment to the existing clause</p> <p><i>Limitation of the Consultants' Liability towards the Client</i></p> <p><i>(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></p> <p><i>a) for any indirect or consequential loss or damage; and</i></p> <p><i>b) 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.</i></p> <p><i>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or</i></p>	The conditions of the RfQ cum RfP remain unchanged

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			<p><i>any person or firm acting on behalf of the Consultants in carrying out the Services</i></p> <p>Additionally, we understand that the aforementioned liability cap is provided only for covering any loss/ damage to Client's property only. We seek applicability of this liability cap for all loss/ damages, including performance of services.</p>	
30.	1.1.7.1	<p><i>The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law.... Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:</i></p> <p><i>1.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or</i></p> <p><i>any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.</i></p>	<p>We propose the following amendment to the existing clause</p> <p><i>The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law....</i></p> <p><i>...Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties as determined by the court of competent jurisdiction, which the Client may incur as a result of:</i></p> <p><i>1.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.</i></p>	The conditions of the RfQ cum RfP remain unchanged
31.	1.4.3	<p><i>Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and</i></p>	<p>We propose the following amendment to the existing clause</p> <p><i>Cessation of Rights and Obligations: Upon termination</i></p>	The conditions of the RfQ cum RfP remain unchanged

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		<p><i>obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in the RfQ cum RfP and (v) any right which a Party may have under the Applicable Law.</i></p>	<p><i>of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in the RfQ cum RfP and (v) any right which a Party may have under the Applicable Law</i></p>	
32.	1.5.2 Conflict of Interest	<p><i>Conflict of interest</i> <i>1.5.2.1 Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ...</i> <i>.... Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.</i></p> <p><i>1.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant....</i> <i>..... and agents of either of them, similarly shall not</i></p>	<p>Clause 1.5.2 (whole including sub-clauses): Seeking curtailment of requirement under this clause only to Engagement Team rather than the bidding entity in whole. Also, We seek restriction in referencing of 'Affiliates' to 'Affiliates in India' wherever applicable</p> <p>Further, we propose the following amendment to the existing clause</p> <p>Clause 1.5.2.3 'Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any</p>	<p>The conditions of the RfQ cum RfP remain unchanged</p>

S. No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
		<p>receive any such additional remuneration.</p> <p>1.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.</p> <p>1.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>b) after the termination of this Contract, such other activities as may be specified in the SC.</p>	<p>of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.'</p> <p>Clause 1.5.2.4 'Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and after the termination of this Contract, such other activities as may be specified in the SC.'</p>	

S. No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
33.	Clause no. 2.9.4 (a), Page no-22 of RFP	Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/ Economic Corridor of length not less than 500 km	We request you to consider Experience of not less than 300 Kms and kindly modify the criteria as follows: Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/ Economic Corridor of length not less than 300 km	The conditions of the RfQ cum RfP remain unchanged
34.	Clause no. 2.9.5 (A), Page no-22 of RFP	Firm size and Experience Specific experience of the consultants related to the Assignment: The applicants shall demonstrate their capability with details of relevant experience in carrying out 5 similar assignments for preparation of strategy/ perspective/ vision/ master plans for industrial corridors/ regions involving multi-sectoral industry and infrastructure projects resource management, etc. in the last ten years preceding the PDD, will be considered for the purpose of qualification.	In view of the significance of the project, we understand the importance of technical expertise and since there are a very few Industrial/economic corridors with such dimension, we request you to kindly modify the criteria as follows: The applicants shall demonstrate their capability with details of relevant experience in carrying out 3 similar assignments for preparation of strategy/ perspective/ vision/ master plans for industrial corridors/ regions involving multi-sectoral industry and infrastructure projects resource management, etc. in the last ten years preceding the PDD, will be considered for the purpose of qualification.	The conditions of the RfQ cum RfP remain unchanged
35.	Clause no. 2.17.1, Sl. No 1, Page no-29 of RFP	Team Leader-cum-Urban & Regional Planner Should have Masters in Urban/ Regional planning with experience in evolving perspective/ detailed vision plans, Regional development Plans for Economic and Industrial Corridor initiatives of similar size and nature.	Since the diverse objectives of the Assignment would require the perfect collaboration of firms across domains, to maintain balanced participation, we request you to kindly modify the criteria as follows: Should have Masters in Urban/ Regional planning with	The conditions of the RfQ cum RfP remain unchanged

S. No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
		<p>Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience.</p> <p>The Team leader must be from the Lead member of the consortium or the JV partner.</p>	<p>experience in evolving perspective/ detailed vision plans, Regional development Plans for Economic and Industrial Corridor initiatives of similar size and nature.</p> <p>Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience.</p> <p>The Team leader can be from any member of the consortium or the JV partner.</p> <p>However, the Lead partner would still take the overall responsibility of handling the assignment.</p>	
36.	<p>Page 22 Clause 2.9.4 Minimum Qualification Criteria Clause a</p>	<p>Minimum Qualification Criteria Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/Economic Corridor of length not less than 500 km Or Experience of preparation of Regional Development Plan for an area not less than 10000 sq km No of Projects -2</p>	<p>To have more participation and to have more competitive bidding we request NICDC to modify the clause as: Minimum Qualification Criteria Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/Economic Corridor of length not less than 500 km Or Experience of preparation of Regional Development Plan for an area not less than 10000 sq km No of Projects -1</p>	<p>The conditions of the RfQ cum RfP remain unchanged</p>

S. No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
37.	Page 22 Clause 2.9.4 Minimum Qualification Criteria Clause b	Average annual revenue from consultancy services for last 3 financial years i.e. 2018-19, 2019-20, 2020-21 Revenue: INR 100 Crores	We request you to have the revenue from the consultancy business as INR 60 Crores . Please confirm	The conditions of the RfQ cum RfP remain unchanged
38.	Page 22 Clause 2.9.5 Technical Proposal Evaluation S. No. A	Heading Firm size and Experience Specific experience of the consultants related to the Assignment. The applicants shall demonstrate their capability with details of relevant experience in carrying out 5 similar assignments for preparation of strategy/ perspective/ vision/ master plans for industrial corridors/ regions involving multi-sectoral industry and infrastructure projects resource management, etc. in the last ten years preceding the PDD, will be considered for the purpose of qualification.	We request to kindly change the clause as: Specific experience of the consultants related to the Assignment. The applicants shall demonstrate their capability with details of relevant experience in carrying out 3 similar assignments for preparation of strategy/ perspective/ vision/ master plans for industrial corridors/ regions involving multi-sectoral industry and infrastructure projects resource management, etc. in the last Fifteen years preceding the PDD, will be considered for the purpose of qualification.	The conditions of the RfQ cum RfP remain unchanged
39.	Page 77 Other pre-requisites for the Selected Consultant Note:	Note: • Consultants' responsibilities would include procuring: IRS-P6 (LISS-IV, Multi-spectral) data with a spatial resolution of 5.8m resolution as well as patches of Quick Bird/ World View (Sub Meter Resolution) for selected critical locations. Sensor-merge techniques need to be adopted to ensure higher resolution and multi-spectral characteristics: Latest data of about 6 months recent prior to the	Kindly Clarify: i. As per the RFP document, the project area is not confirmed, so the procurement cost of satellite imagery will vary as per the area finalized. ii. Generally, the procurement of satellite imagery takes timing of 1-2 months. Hence, we request to kindly provide time for Satellite imagery procurement.	The conditions of the RfQ cum RfP remain unchanged

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response to Queries
		date of award of project. In the event of non-availability of such data, subsequent archive data would be considered while keeping in view the other concerned aspects to ensure quality imagery.		