

**Responses to Pre-Bid queries for  
Selection of Third Party Evaluator for Evaluation of Industrial Corridor Projects in India**

Sr. No.	Clause	Queries	Response from NICDC
1.	<p>General</p> <p>Point No. 11: The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.</p>	<p>We would like to inform you that Grant Thornton India LLP is likely to submit a proposal in association with a partner firm. However, given our legal structure, GT India is a limited liability partnership and therefore we are not permitted to enter into a JV agreement. We do however enter into a Memorandum of Understanding, wherein we play the role of the lead firm and our partnering firm or company plays the role of the associate partner. This document is also submitted on stamp paper, notified and signed by all parties.</p> <p>We therefore request that we are allowed to participate in this tender submission through submission of an MoU with our associate partner. We would also like to inform you that we have responded to many Central and State Govt. tenders in an association in the past and have been permitted to submit what we term as an MoU and not a JV agreement.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
2.	<p>Clause No. 2.9.5: Minimum Qualification Criteria</p> <p>Advisory/ consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”)</p>	<p>We request the clause to read as the following:</p> <p>Advisory/ consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”)</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD.</p> <p>The projects submitted should have been started in the last 5 years.</p>	<p>Minimum one project must be from Infrastructure Sector</p> <p>The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD.</p> <p><b><u>The projects submitted should have been started in the last 10 years.</u></b></p>	
3.	<p>Clause 2.9.5 Point (a) Minimum Qualification Criteria</p> <p>Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 20 (twenty) lakhs for such assignment before the PDD.</p> <p>The projects submitted should have been started in the last 5 years.</p>	<p>We request the clause to read as the following:</p> <p>Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p><b><u>The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 10 (ten) lakhs for such assignment before the PDD.</u></b></p> <p><b><u>The projects submitted should have been started in the last 10 years.</u></b></p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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4.	<p>Clause 2.9.6 Point (a) Technical Evaluation Criteria Experience of the consultants related to the Assignment. The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years.</p> <p>Minimum Two projects in each category must be from Infrastructure Sector.</p> <p>The marks shall be awarded for:</p> <ul style="list-style-type: none"> <li>i. The comparative size and quality of Eligible General and Specific Assignments;</li> <li>ii. Overall professional income, experience and capacity of the firm.</li> </ul>	<p>We request the clause to read as the following:</p> <p>Experience of the consultants related to the Assignment. The firm should have undertaken at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 10 years.</p> <p>Minimum one project in each category must be from Infrastructure Sector.</p> <p>The marks shall be awarded for:</p> <ul style="list-style-type: none"> <li>i. The comparative size and quality of Eligible General and Specific Assignments;</li> <li>ii. Overall professional income, experience and capacity of the firm.</li> </ul>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
5.	<p>Clause no. 2.15 Pre-Bid Meeting</p>	<p>As per Corrigendum issued by NICDC dated 27<sup>th</sup> March 20, the pre-bid meeting stands postponed to a further date that is yet to be communicated. We look forward to hearing on whether an online pre-bid meeting would be possible in light of the COVID-19 outbreak.</p>	<p>Online pre-bid meeting conducted on 13/05/2020.</p>
6.	<p>Clause 17.7 The Proposals must be submitted no later than: Date: 27<sup>th</sup> April 2020</p>	<p>As per the current situation regarding the COVID 19 outbreak, and given the further extension announcement of PM upto 3<sup>rd</sup> May'20, we request for an extension to the last date of bids by at least 2 weeks to prepare appropriately.</p>	<p>Refer Corrigendum</p>
7.	<p>Section 2. Instructions to Consultants, 2.1 Introduction, Clause no. 2.1.3; Page 4</p>	<p>The Clause 2.1.3 indicates that the Consultant shall carry out the preliminary design and prepare tender documents</p>	<p>Refer Corrigendum</p>

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	<p>.....The Consultant shall carry out the preliminary design and prepare tender documents for selection of contractor and review the contractors' detailed designs of works in the project area in accordance with the Terms of Reference of this RFQ CUM RFP (the "TOR").</p>	<p>for selection of contractor and review the contractors' detailed designs of works in the project area. However, nowhere in the TOR (Approach, Activities, Delivery Milestones and Indicative Structure of the Final Report), the said activities are mentioned as part of the scope / deliverables.</p> <p>Further, we understand that, the current bid is for selection of Third Party evaluator for evaluation of Industrial Corridor Projects in India. Please clarify.</p>	
8.	<p>Section 2. Eligibility of Applicants, Clause No. 2.6.3; Page 9</p> <p>Conflict of interest which may effect the selection process or the consultancy</p>	<p>We would request that conflict with respect to preparation of perspective plan / concept plan be omitted from purview of "similar projects" and that be limited to "master planning" only. Further, we would like to clarify whether undertaking this assignment would rule out consultants from downstream concept / perspective plan / master planning for industrial / economic corridor work initiated by NICDC or by any bilateral / multilateral development agencies?</p>	<p>The consultants would not be ruled out for further works.</p> <p>RfQ cum RfP document remains unchanged.</p>
9.	<p>Section 2. Instructions to Consultants, 2.7 Preparation of Proposal, Clause No. 2.7.3 (1); Page 12</p> <p>The team leader proposed must be permanent full-time employee of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.</p>	<p>It is understood that, the team leader can be a permanent full-time employee of any of the Consortium member. Similarly, other key staff can be also be either permanent fulltime employees or full-time contract employees of any of the consortium members. Please clarify.</p>	<p>Yes, the understanding is correct.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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10.	<p>Section 2. Instructions to Consultants, 2.9 Proposal evaluation, Clause No. 2.9.5 Minimum Qualification Criteria, (a) &amp; (b), Page 18</p> <p>Minimum Qualification Criteria:            “Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”)            “Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p>	<p>We would request for the following to be included:            “Advisory/Consultancy assignments on Industrial Development Strategy / Industrial Investment Promotion/ Industrial or Economic Corridor Development / Industrial City Planning Strategy / Integrated Industrial Townships / Planning of large area industrial developments such as Mega Industrial Hubs, NIMZs, SIRs, etc.” Please confirm.</p> <p>Further, if an assignment has scope either related to design (or) implementation (or) evaluation, the same will be considered eligible assignment? Also, we would request to consider projects in the last 10 years.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
11.	<p>Section 2. Instructions to Consultants, 2.9.6. Technical Evaluation Criteria: 2.9.6 (a) Experience of the consultants related to the Assignment, Page 18</p> <p>Experience of the consultants related to the Assignment.            The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years.            Minimum Two projects in each category must be from Infrastructure Sector.            The marks shall be awarded for:</p>	<p>We seek clarification on the scoring criteria to be followed for following aspects:</p> <ul style="list-style-type: none"> <li>• What will be the basis for award of marks under point no. (i) in terms of size and quality of credentials submitted – will the cumulative engagement value across all credentials considered or would it be limited to the top 5 credentials which are relevant to the engagement for purposes of ascertaining comparative size. Further, what will be the basis for consideration of the quality of engagements submitted</li> </ul>	<p>Only 5 relevant projects are to be submitted by the consultants for evaluation and submission of projects over and above of first 5 projects would not be considered for evaluation.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>(i) the comparative size and quality of Eligible General and Specific Assignments;</p> <p>(ii) overall professional income, experience and capacity of the firm.</p>	<ul style="list-style-type: none"> <li>In addition to judgement on specific engagements for this opportunity, how would the experience and capacity of the firm be ascertained. Is there a step marking proposed for the total professional income of the firm? If yes, please elaborate on the same.</li> </ul>	
12.	<p>Section 2. Instructions to Consultants, 2.11 Negotiation, 2.11.3 and 2.11.4, related to replacement of key personnel, Page 20</p> <p>2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.</p> <p>2.11.4 Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.</p>	<p>We would like to request the present clause to be modified as follows:</p> <p>2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, <b>provided the substitution is not on account of replacement of key personnel who may have tendered their resignation. There will be a reduction of five (5%) percent of the remuneration agreed for the Original Key personnel against the replacement in such cases.</b></p> <p>2.11.4 Thereafter reduction at the rate of <b>additional 5% of the original quoted rates in respect of each subsequent replacement i.e. 90%, 85% and so on.</b></p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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13.	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (1) Team Leader, Page 25 Minimum No. of years of Professional Experience – 15 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience – 10 years	The terms and conditions of the RfQ cum RfP document remains unchanged.
14.	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (2) Deputy Team Leader, Page 25 Minimum No. of years of Professional Experience – 12 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience – 8 years	The terms and conditions of the RfQ cum RfP document remains unchanged.
15.	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (3) Finance Specialist, Page 26 Minimum No. of years of Professional Experience – 10 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience – 8 years	The terms and conditions of the RfQ cum RfP document remains unchanged.
16.	Section 2. Instructions to Consultants, 2.17.3 Qualification and competence of key staff: 2.17.3 (4) Urban Planning Lead, Page 26 Minimum No. of years of Professional Experience – 10 years	In line with the scope of work we request you to modify the professional experience criteria as follows: Minimum No. of years of Professional Experience – 8 years	The terms and conditions of the RfQ cum RfP document remains unchanged.
17.	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (2) Deputy Team Leader, Page 26-27 S/He should have an experience of minimum 5 years in Industrial Infrastructure sector	In the line with scope of work we request you to modify the evaluation criteria as follows: S/He should have an experience of minimum 3 years in Infrastructure sector or in any other relevant projects	The terms and conditions of the RfQ cum RfP document remains unchanged.
18.	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (3) Finance Specialist, Page 27 S/He should have an experience of minimum 5 years with Infrastructure sector projects.	In the line with scope of work we request you to modify the evaluation criteria as follows: S/He should have an experience of minimum 3 years in Infrastructure sector or in any other relevant projects	The terms and conditions of the RfQ cum RfP document remains unchanged.

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19.	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: 2.17.4 (4) Urban Planning Lead, Page 27 Minimum 6 years of experience in the field of Urban planning and infrastructure management or in any other relevant area.	In the line with scope of work we request you to modify the evaluation criteria as follows: Minimum 3 years of experience in the field of Urban planning and infrastructure management or in any other relevant area.	The terms and conditions of the RfQ cum RfP document remains unchanged.
20.	Section 2. Instructions to Consultants, 2.17.4 Evaluation criteria for Key personnel/ staff: D. Association with the Firm, Page 27 Association with the Firm. D2. Years of association	Kindly elaborate on scoring criteria. Also, to encourage the third party evaluator to propose best of the talent basis the Terms of Reference of the current project, the association with the firm criteria can be relaxed as the proposed resource may have the relevant experience as part of his employment with previous firms.	The terms and conditions of the RfQ cum RfP document remains unchanged.
21.	Section 3. Technical Proposal – Standard Forms Form 3B: Format for Pre-qualification Proposal (Eligible Projects), Page 32 <ul style="list-style-type: none"> <li>• Projects Experience without the client certificate will not be evaluated</li> <li>• For Eligible Projects, only completed projects can be considered</li> </ul>	We request you to kindly modify the criteria as follows: <ul style="list-style-type: none"> <li>• Projects experience without the work order / contract / engagement letter / self-certification as documentary proof for assignments will not be evaluated</li> <li>• For Eligible Projects, only completed projects or ongoing projects (whose start date is within last 3 years from the date of issuance of this RFP) can be considered</li> </ul>	The terms and conditions of the RfQ cum RfP document remains unchanged.
22.	Section 3. Technical Proposal – Standard Forms Form 3E: Format for Power of Attorney for Authorized representative, page 38	Request to delete the word “sub - delegate to any person”.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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	<p>Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to <b>sub- delegate to any person</b>, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by National Industrial Corridor Development Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority.</p>		
23.	<p>Section 3. Technical Proposal – Standard Forms Form 3I: Applicant’s experience, Page 49</p> <ul style="list-style-type: none"> <li>• Projects without the proof of experience from client will not be considered for evaluation.</li> <li>• For Eligible Projects, only completed projects can be considered</li> </ul>	<p>We request you to kindly modify the criteria as follows:</p> <ul style="list-style-type: none"> <li>• Projects without the proof of experience (work order / contract / engagement letter / self-certification as documentary proof for assignments) from client will not be considered for evaluation</li> <li>• For Eligible Projects, only completed projects or ongoing projects (whose start date is within last 3</li> </ul>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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		years from the date of issuance of this RFP) can be considered	
24.	<p>Section 5. Terms of Reference 5.1 Background, Page 62 “Note: Apart from the above nodes under implementation, the other identified nodes as per the perspective plans of all the corridor mentioned in Clause 5.1 above to be evaluated for potential development based on the progress made.”</p>	<p>We request you to kindly provide the details of other identified nodes in CBIC, AKIC, BMIC and VCIC for better understanding and effort estimation.</p>	<p>The nodes are still under development and for any additional information it is requested that the consultants visit NICDC office.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
25.	<p>Section 5. Terms of Reference 5.7 Delivery Milestones and Timelines, Page 67 The milestones and timelines of the assignment are given in the table below:</p> <ul style="list-style-type: none"> <li>• Award of contract - T</li> <li>• Inception report - T+15 days</li> <li>• Mid-term report - T+45 days</li> <li>• Draft evaluation report - T+75 days</li> <li>• Sign-off on the Final Evaluation Report - T+105 days</li> </ul>	<p>Considering the coverage of the projects across the country, we believe that proposed project duration would need to get extended. Hence, we would like to request you to kindly consider the extension in project duration. Accordingly, the clause can be modified as below.</p> <p>The milestones and timelines of the assignment are given in the table below:</p> <ul style="list-style-type: none"> <li>• Award of contract - T</li> <li>• Inception Report – T+15 days</li> <li>• Mid Term/Interim Report – T+90 days</li> <li>• Draft Evaluation Report – T+150 days</li> <li>• Final Evaluation Report – T+180 days</li> </ul>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
26.	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination: 6.4.1 (g), Page 76</p>	<p>We request you to modify the clause as follows which is as per industry acceptable norms:</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract	If the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract. The Consultants needs to be paid for the portion of the scope already delivered/ completed before such termination for convenience	
27.	Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination; 6.4.3 Cessation of Rights and Obligations, Page 77 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law	We request you to kindly remove this points (i) such rights and obligations as may have accrued on the date of termination or expiration, (iv) the rights of indemnity of the Client specified in clause 11	The terms and conditions of the RfQ cum RfP document remains unchanged.
28.	Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.4 Termination; 6.4.4 Cessation of Services, Page 77 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of.....	We request you to kindly remove this point (i) immediately and replace by "As soon as possible"	The terms and conditions of the RfQ cum RfP document remains unchanged.

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29.	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.5.2 Conflict of Interest: 6.5.2 (3) Consultants and Affiliates Not to Engage in Certain Activities, Under 6.5 Obligations of the Consultants, Page 78</p> <p>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>Since the duration of the proposed project is less than 6 months, we request you to modify the clause as follows: 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 <b>one</b> year.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
30.	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.5 Obligations of the Consultants, 6.5.3 Confidentiality, page 78</p> <p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client</p>	<p>Currently, no time frame is specified for this clause. Accordingly, we will request to include the following as part of this clause "The confidentiality obligations shall survive the termination of this Contract/ completion of services for a period of one (1) year".</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
31.	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.5 Obligations of the Consultants, 6.5.6 Documents Prepared by the Consultants to be the Property of the Client, page 79</p> <p>All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants</p>	<p>We request to add the following sentence in the existing clause. Notwithstanding the foregoing, Consultant retains all rights in the deliverables and work product, and in any software, materials, know-how and/or methodologies that Consultant may use or develop in connection with this Contract.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC</p>		
32.	<p>Section 6. Standard Form of Contract. II. General Conditions of Contract, 6.5 Obligations of the Consultants, 6.5.8 Insurance to be taken out by the Consultant. Page 79 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 <b>but on terms and conditions approved by the Client</b>, 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 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. (iii) if the Consultant fails to</p>	<p>We have insurance against the risks, and for the coverage specified in the clause however as these are the recurring policies these are not on the terms and conditions approved the client. We shall be able to submit the documentary evidence of such policies.</p>	<p>The name of the consultancy assignment and the client must be incorporated in the insurance policies/ documents of the consultant.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>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 premium 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.</p>		
33.	<p>Section 6. Standard Form of Contract II. General Conditions of Contract, 6.8 Payment to the Consultants: 6.8.2, Page 81 The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.</p>	<p>Considering the duration of the proposed project. We request you to modify the clause as follows: The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 10 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 or within 20 days from the date of forwarding the report, whichever is earlier.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
34.	<p>Section 6. Standard Form of Contract II. General Conditions of Contract, 6.11 Liquidated Damages, Page 81 If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the</p>	<p>We request you to modify the clause as follows: 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</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	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.	contract fees for each week of delay or part thereof if the delay is solely attributable to the Consultant.	
35.	Section 6. Standard Form of Contract II. General Conditions of Contract, 6.13 Miscellaneous page 82 6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.	Request to modified as below: The Client is entitled to assign any rights, interests and obligations under this Contract to third parties after agreement with the consultant to ensure that there is no conflict situation and independence impairment for our firm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
36.	Section 6. Standard Form of Contract III. Special Conditions of Contract; 6.13.1.1, page 85 6.3.1 The duration of assignment shall be 30 (thirty) months and with option to extend the contract duration with mutual written agreement.	It should be modified according to the duration expected of this project.	Refer Corrigendum
37.	Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.7 Limitation of the Consultants' Liability towards the Client, page 85  Limitation of the Consultants' Liability towards the Client : a) (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	We request to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid (preferred) to consultant or maximum up to the contract value.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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38.	<p>Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.7 Limitation of the Consultants' Liability towards the Client, page 85</p> <p>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.</p>	<p>Third party liability is unlimited, request to modify this clause accordingly and place a limit on the same (maximum up to contract value of third party).</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
39.	<p>Section 6. Standard Form of Contract Special Conditions (SC), 6.5.8 Risks and Coverage, page 86</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 Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p>	<p>Request to please delete this clause. The third party motor vehicle insurance is not applicable to a Management Consultancy Firm.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
40.	<p>Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: 6.5.8 (c) Professional Liability Insurance, Page 86</p> <p>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</p>	<p>Given the project duration, we request you to modify the clause as follows:</p> <p>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 One year beyond completion of Consultancy Services commencing from the Effective Date</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date		
41.	<p>Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: (c) Professional Liability Insurance, Page 86 c) Professional Liability Insurance: (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.</p>	<p>We would like to request to revise the existing clause as follows: “(i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder. 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.” Also, request to accept Consultant’s already existing liability insurance policy which may not have exact same terms and conditions as listed here but covers appropriate and required professional liability insurance.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
42.	<p>Section 6. Standard Form of Contract III. Special Conditions of Contract, 6.5.8 Risks and Coverage: (d) Professional Liability Insurance, Page 86  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</p>	<p>Consultant possesses a Group Personal Accident Policy for its employees. However, the workers’ compensation insurance is not applicable to a Management Consultancy Firm.  Please confirm if that is acceptable.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	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 insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.		
43.	2.1.3 / 3 / 'The Consultant shall carry out the preliminary design and prepare..... TOR'	No reference of this para was found in scope. Please clarify how this relates with the scope.  If this is unrelated, para may be deleted.	Refer Corrigendum
44.	2.6.3/ 6/ 'An Applicant shall not have a conflict of interest..... project.'	EY is working on VCIC project and providing support to Govt. of Andhra Pradesh, on Policy reforms, Institutional Development, Skill Development, Labour Market, Marketing, Financial Management and legal support, in association with our JV partner for the project, which is providing Construction Supervision support.  But, neither us, nor our JV partner is providing 'Detailed Master Planning' or 'Preliminary Engineering'. Nor we have prepared the perspective plan/ concept plan. Please clarify, if EY is in a position of conflict of interest with respect to this RFP.  EY's engagement in VCIC is to support on areas not related with 'Detailed Master Planning' or 'Preliminary Engineering'. Nor we have prepared the perspective plan/ concept plan.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		Thus, conflict of interest is not there.	
45.	2.6.4 / 6 / 'There is a conflict among this and other consulting assignments of the Applicant....assignment'	As above  Services delivered by EY in VCIC project is not a conflict of interest in context with this RFP.	The terms and conditions of the RfQ cum RfP document remains unchanged.
46.	2.6.5 / An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods, works, services etc.	Please clarify, if restriction is limited to 'construction and operation' only, for projects evaluated under this assignment.  In other words, rest of the consulting areas, like, policy reforms, marketing, institutional reforms, etc. are allowed.  Restriction is limited to 'construction and operation' only, for projects evaluated under this assignment.  Successful bidders will be free to take up other consulting assignments, like, policy reforms, marketing, institutional reforms, etc.	The terms and conditions of the RfQ cum RfP document remains unchanged.
47.	2.7.12/ 1 / All the costs associated with ..... normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc.	We understand that cost elements as mentioned are to be estimated in the financial proposal and other elements, particularly, international travel is not to be considered.  Both 'etc.' are removed so that the basis of costing is identical for all the bidders.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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48.	2.17.2/ The consultants are free to ..... minimum of 70 man-months for the Key experts	<p>Para mentions that 70 man months of key experts are required, while 4 key experts time for 105 days (delivery period) will add up to 14 months. Please clarify. Even if we add one support staff to each of the expert, man months will be 28. Is it anticipated that 4 support staff per expert will be required for man month requirement to add up to 70.</p> <p>Mention of 70 man months includes support staff working with key experts, including effort of survey. Bidders may plan accordingly.</p>	Refer Corrigendum.
49.	<p>2.1.21 RFQ cum RFP processing fee RFQ CUM RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of INR 25,000.00 (Indian Rupees Twenty Five Thousand only) or USD 350 (USD Three Hundred and Fifty) plus GST in favour of "National Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable RFQ CUM RFP processing fee (the "RFQ CUM RFP Processing Fee").</p>	As per Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	The terms and conditions of the RfQ cum RfP document remains unchanged.
50.	<p>2.4 Ownership of document and copyright All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in</p>	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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	<p>the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.</p>	<p>We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations</p>	
51.	<p>2.5 Bid security 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. 5,00,000/-</p>	<p>We request the authority for reducing the bid security value to INR 1,00,000 from INR 5,00,000.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	(Rupees Five Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").		
52.	<p>2.6.3 Conflict of interest An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project.</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. Typically, strategic consulting firms like us have been involved in the industrial corridor projects, purely for strategy oriented work. Which does not conflict with the nature of work envisaged under this assignment. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
53.	<p>2.6.6 Blacklisting Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal</p>	<p>We request the Client that this criteria be clarified to state that Bidder is not blacklisted currently. We propose following self-declaration:  "The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.	<p>professional services in the areas of tax, consulting and business advisory.</p> <p>Sir,</p> <p>In response to the above-mentioned RFP, I, [XXXXX], as Partner of PwCPL, do hereby declare to the best of our knowledge and information available with us as on date, that we are not blacklisted by Central Government, any State Government, a statutory authority or a public sector undertaking in India from providing professional services as mentioned in the tender."</p>	
54.	<p>2.9.5 Minimum Qualification Criteria c) Average annual turnover for last 3 financial years - INR 20 Crore</p>	We understand that this is a prestigious assignment for the Authority that envisages evaluation of industrial corridor projects in India. In this regards, we request the authority to increase the average annual turnover requirement to INR 100 crore for both a individual firm or a consortium.	The terms and conditions of the RfQ cum RfP document remains unchanged.
55.	<p>2.17 Tentative schedule for Selection Process Proposal Due Date - 27/04/2020</p>	We request the authority to extend deadline of submission at least for two weeks from the current due date.	Refer Corrigendum
56.	<p>2.11.3 &amp; 6.6.2.1 Replacement 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)</p>	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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	<p>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. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction and the reduced of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.</p>		
57.	<p>6.4.4 Cessation of Services Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.</p>	<p>We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
58.	<p>6.5.2 Conflict of interest  1. Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest (“Conflict of Interest”): The</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.</p> <p>2. Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.</p> <p>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</p>	<p>direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	

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	<p>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>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 Contact, such other activities as may be specified in the SC.</p>		
59.	<p>6.5.8 Insurance Insurance to be taken out by the Consultants: 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 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</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	<p>The name of the consultancy assignment and the client must be incorporated in the insurance policies/ documents of the consultant.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>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 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.</p>		
60.	<p>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.</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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61.	<p>6.13.2 Indemnity Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	addition to any rights which the Client may have at common law, in equity or otherwise.		
62.	<p>6.13.5 Survival obligations Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.</p>	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
63.	<p>6.5.7 Limitation of the Consultants' Liability towards the Client a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the 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</p>	<p>We request the authority to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:  Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems,</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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	<p>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>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.</p>	<p>(ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	
64.	<p>6.5.8 Risk and Coverage</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 Consultants or their Personnel or any Sub consultants 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</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	<p>The name of the consultancy assignment and the client must be incorporated in the insurance policies/ documents of the consultant.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>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 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 insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p> <p>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.</p>		
65.	No Clause in RFP Confidentiality Obligations	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as	Refer Clause 6.13 of the RfQ cum RfP document.

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Sr. No.	Clause	Queries	Response from NICDC
	Confidentiality Obligations - Exceptions to confidential information are not provided	<p>confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
66.	<p>No Clause in RFP Confidentiality Obligations Confidentiality Obligations - Parties to whom information can be disclosed is not documented</p>	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and</p>	<p>Refer Clause 6.5.3 of the RfQ cum RfP document.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	
67.	No Clause in RFP Confidentiality Obligations Confidentiality Obligations - No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	Refer Clause 6.5.3 of the RfQ cum RfP document.  The terms and conditions of the RfQ cum RfP document remains unchanged.
68.	No Clause in RFP Indemnity No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of	Refer Clause 6.13.2 of the RfQ cum RfP document.  The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
		<p>the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be</p>	

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Sr. No.	Clause	Queries	Response from NICDC
		entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
69.	No Clause in RFP Third party disclaimer There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No additional reimbursement would be made apart from the contract value.  The terms and conditions of the RfQ cum RfP document remains unchanged.
70.	No Clause in RFP Acceptance Criteria No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Time is the essence of the assignment and the work is to be completed in a time bound manner.  The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
71.	5.4.1 (ii) – “To qualitatively and quantitatively evaluate the actual contribution against the intended contributions and assess the impact they have had.”	Is this assessment to be carried out for the five industrial corridors mentioned in the RFP or other existing industrial parks/ establishments that have been developed in India in the past? Because, span of operations of these specific five corridors could be inadequate to assess any intended vs. actual impact, if any.	Only the projects being implemented under National Industrial Corridor Programme are to be considered.  The terms and conditions of the RfQ cum RfP document remains unchanged.
72.	5.4.1 (iii) – “To assess the longer-term impacts of the development programmes, identification of the areas and reasons for the successes and failures at different stages of programme execution; suggesting mid-course corrections and disseminating lessons for the future.”	Would the assessment also relate to technical aspects of the project like (master plan and DPRs) or only the implementation and marketing/ strategy planning functions for the industrial corridors.	The terms and conditions of the RfQ cum RfP document remains unchanged.
73.	5.6 – “One of the objectives of the study is to evaluate centrally sponsored schemes (CSS) under industrial corridors sectors.”	<ul style="list-style-type: none"> <li>- Kindly provide clarity on what centrally sponsored schemes (CSS) are considered for the assessment.</li> <li>- Also, whether the assessments of these CSSs is to be done at overall industrial corridor sector level only or at individual nodes also?</li> </ul>	The objective is clearly defined in TOR. CSS related only to Industrial Corridor Programme are to be evaluated.  The terms and conditions of the RfQ cum RfP document remains unchanged.
74.	5.6 – “Output Outcome Indicators and frameworks”	Kindly provide further clarity on the parameters to be assessed under both outputs and outcomes category in this section.	The output and outcome parameters have been provided in the RfQ cum RfP document and further the selected consultant may suggest modification to the same.

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Sr. No.	Clause	Queries	Response from NICDC
			The terms and conditions of the RfQ cum RfP document remains unchanged.
75.	<p>Clause 2.7.3 1. And 2.</p> <p>The team leader proposed must be permanent full-time employee of the firm. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.</p> <p>And</p> <p>2. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his / her availability for the project. In the absence of such certificate, his / her CV will not be evaluated.</p>	<p>Clause 1 it is mentioned that the Team Leader should be permanent full-time employee and in Clause 2 it says that if the staff proposed is not permanent employee a certificate from the key staff along with his current employer must be furnished mentioning his / her availability for the project.</p> <p>Then In case if the team leader is not permanent staff of firm and we submit the certificate from the key staff along with his current employer mentioning his / her availability for the project, Will it be accepted, Kindly Confirm</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
76.	<p>Clause 2.9.5 a)</p> <p>Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the "Eligible General Assignments")</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD.</p>	<p>CA certificate stating that the applicant has received professional fees of at least Rs. 50 (fifty) lakhs for an Eligible General Assignment will be accepted.</p> <p>Kindly Confirm</p>	<p>Yes</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	The projects submitted should have been started in the last 5 years		
77.	<p>Clause 2.9.5 a) &amp; b) Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the "Eligible General Assignments")</p> <p>And Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the "Eligible Specific Assignments")</p>	Both clauses says that the assignments in India only will be considered as eligible assignments, But as being a multinational company of repute we have done several similar assignments outside of the India also, So we request you to please allow the assignments done outside of India also so as to bring that experience and techniques to India.	The terms and conditions of the RfQ cum RfP document remains unchanged.
78.	Clause 2.7.6 Submission Deadline	Due to COVID-19 pandemic situation and lockdown in India which is resulting in slowed down preparation of Bids for the firms. We request you to please extend the last date of submission by 4 weeks from the current date of submission.	Refer Corrigendum
79.	Clause 5.1 Apart from the above nodes under implementation, the other identified nodes as per the perspective plans of all the corridor mentioned in Clause 5.1 above to be evaluated for potential development based on the progress made.	Apart from 8 nodes mentioned in clause 5.1 nodes under implementation, 6 more nodes are mentioned in Map B4, Map of National Industrial Corridors. Thus, total time period of 105 Days for evaluation of 14 nodes is very less considering the geographical locations of the nodes. The	The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
		time duration should be at least 6 Months from the award of the project.	
80.	Clause 5.5.1 The Scheme and Project-level analysis will be based on triangulation of primary and secondary data.	Will the client provide all the required secondary data including- EIA reports, Masterplan reports, Employment data etc.? If the Consultant needs to collect all the data from various agencies, the time/delay should not be added to the project duration.	The terms and conditions of the RfQ cum RfP document remains unchanged.
81.	Clause 5.8 The Consultant shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided	Minimum 14 days should be provided to incorporate the changes in the report and submitting the revised report.	The terms and conditions of the RfQ cum RfP document remains unchanged.
82.	Clause 6.10.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services.	The number of drawings/BOQs in any DPR project are huge in number and to evaluate the same accurately, 30 days additional time should be provided.	The terms and conditions of the RfQ cum RfP document remains unchanged.
83.	2.7.3 (8) Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.	As the submission of the bid proposal is in the form of soft copy, to avoid repetition we suggest that scanned signatures of the Authorised signatory be permitted for the purpose of submission.	Yes, it will be accepted.  The terms and conditions of the RfQ cum RfP document remains unchanged.
84.	Section 2 - Clause 2.17.1 Data Sheet "Duration of project: 105 days."	As per the Data sheet the duration of the project is 105 days but as per clause 6.3.1 pg. 85 "The duration of assignment shall be 30 (thirty) months and with option to extend the contract duration with mutual written agreement."	Refer Corrigendum

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Sr. No.	Clause	Queries	Response from NICDC
		Request you to clarify the duration of the project.	
85.	Section 2 - Clause 2.17.2 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.	It is our understanding that the proposed duration for the assignment is 105 days and the key experts as per the bid document is 4. Thus, the clause 2.17.2 with respect to 70 man months does not match.  Request you to please define Man Months.	Refer Corrigendum
86.	Section 2 - Clause 2.9.5 Minimum Qualification Criteria Sr no. (a) “Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”) Minimum one project must be from Infrastructure Sector. The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD. The projects submitted should have been started in the last 5 years.”  &  Section 2 - Clause 2.9.5 Minimum Qualification Criteria Sr no. (b)	It is our understanding that as per clause the projects focusing on evaluation of Industrial Areas would be considered eligible. However, we wish to inform that as of now there are not many large-scale government programs focusing on development of Industrial Areas.  For the purpose of evaluation, we request to include other significant government programs such as StartUp India, Smart Cities Mission, AMRUT, Skill India, Ease of Doing Business etc. under the definition of Government Programs.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
	<p>Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the “Eligible Specific Assignments”)</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 20 (twenty) lakhs for such assignment before the PDD.</p> <p>The projects submitted should have been started in the last 5 years.”</p>		
87.	<p>Section 2 - Clause 2.9.5 Minimum Qualification Criteria Sr no. (a)</p> <p>“Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the “Eligible General Assignments”)</p> <p>Minimum one project must be from Infrastructure Sector.</p> <p>The applicant for an Eligible General Assignment should have received professional fees of at least Rs. 50 (fifty) lakhs for such assignment before the PDD.</p> <p>The projects submitted should have been started in the last 5 years.”</p>	<p>It is our understanding that Projects eligible for experience should be in respect to all three combined i.e. design, implementation, evaluation of government programs, which shall be deemed as eligible general assignments for the purpose of evaluation.</p> <p>We would like to address that consulting firms experience in Government programs with respect to Design, Implementation &amp; Evaluation is ideally not available in a single/ composite work order, as it leads to conflict of works.</p>	<p>The components may not necessarily be part of a single assignment.</p> <p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
		We understand the projects which will be considered for eligibility will be required to showcase their experiences either in Design/ Implementation/ Evaluation.	
88.	<p>Section 2 - Clause 2.9.5 Minimum Qualification Criteria Sr no. (b) Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the "Eligible Specific Assignments") Minimum one project must be from Infrastructure Sector. The applicant for an Eligible Specific Assignment should have received professional fees of at least Rs. 20 (twenty) lakhs for such assignment before the PDD. The projects submitted should have been started in the last 5 years."</p>	<p>As per the scope of work defined in the Terms of Reference of the bid document, the work does not involve firms undertaking/ conducting any Household/ door to door survey works.</p> <p>We request if the same may be deleted form the qualification criteria's as it does not have any relevance to the project.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
89.	<p>Section 2 - Clause 2.6 Eligibility of applicants Criteria 2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including</p>	As per the scope of work for the project includes assessment of the relevance, effectiveness, efficiency and sustainability of the scheme as a whole; which does not involve appraising the deliverables made by consulting firms in the past with respect to Master planning and or Preliminary Engineering plans/ concepts, rather reviews the current implementation of the Program.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
	<p>consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc. The consultant who has prepared the perspective plan/concept plan shall not be eligible to bid for this project.</p>	<p>Consulting firms involved with conceptual level planning should not be withheld from participating as the reports/deliverables prepared under the assignments are suggestive and actual execution/monitoring of the works on site is usually undertaken by the Programme Managers (PMNC/PMC).</p> <p>We request if the clause may be rephrased as: An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. The consultant who has been involved with Managing the Industrial corridor program as a PMNC/PMC shall not be eligible to bid for this project.</p>	
90.	<p>Section 2 – 2.17.4 Evaluation criteria for Key personnel/ staff 1. Team Leader Specific Expertise/Experience</p>	<p>It is our understanding the Team Leader role is suggested to be focused on driving the assignment and should have similar sector experience of Industrial Infrastructure.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

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Sr. No.	Clause	Queries	Response from NICDC
	<p>S/He should have led the team for 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment.</p> <p>S/He should have an experience of minimum 5 years in Industrial Infrastructure sector (planning and project Management) will be preferred</p>	<p>Understanding the current industry practice, having experience in both evaluation of government programs and Industrial Infrastructure sector may not be feasible.</p> <p>We request if the criteria be modified as:</p> <p>1. Team Leader Specific Expertise/Experience S/He should have led the team for 2 (two) Eligible General Assignments and S/He should have an experience of minimum 5 years in Industrial Infrastructure sector (planning and project Management) will be preferred.</p>	
91.	<p>Section 2 – 2.17.3 Qualification and competence of key staff &amp; 2.17.4 Evaluation criteria for Key personnel/ staff</p> <p>2. Deputy Team Leader Educational Qualification</p> <p>MBA or Postgraduate Diploma in Management or equivalent</p> <p>Specific Expertise / Experience S/He should have participated in at least 2 (two) Eligible General Assignments and been deputy leader of 1 (one) Eligible Specific Assignment. S/He should have an experience of minimum 5 years in Industrial Infrastructure sector.</p>	<p>We request to complement the industrial expertise of the Team Leader, it is suggested the Deputy Team Leader to have a Post Graduate in Planning and working experience on government programs with the Central Government.</p> <p>The clause may be modified as:</p> <p>2. Deputy Team Leader Educational Qualification</p> <p>MBA or Postgraduate Diploma in Planning or equivalent</p> <p>Specific Expertise / Experience S/He should have participated in at least 2 (two) Eligible General Assignments and been deputy leader of 1 (one) Eligible Specific Assignment.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
		S/He should have an experience of minimum 3 years working on Government programs with the Central Government.	
92.	<p>Section 2 – Clause 2.9.6 Technical Evaluation Criteria (a) Experience of the consultants related to the Assignment. The firm should have completed at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years. Minimum Two projects in each category must be from Infrastructure Sector. The marks shall be awarded for: (i) the comparative size and quality of Eligible General and Specific Assignments; (ii) overall professional income, experience and capacity of the firm.</p>	<p>We request if the clause may be modified to include ongoing assignments as well, as many marquee government programs/assignments are still ongoing. The clause may be modified as: (a) Experience of the consultants related to the Assignment. The firm should have completed or received at least 50% of the engagement fees for at least 5 nos. of eligible projects as mentioned in Clause 2.9.5 (a) and 2.9.5 (b) in the last 5 years. Minimum Two projects in each category must be from Infrastructure Sector. The marks shall be awarded for: (i) the comparative size and quality of Eligible General and Specific Assignments; (ii) overall professional income, experience and capacity of the firm.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
93.	<p>5.5.5 Listing of stakeholders to be consulted It is desired that the consultant visits the SPVs / Projects of the Industrial Corridors in order to assess the progress/ success / achievement of the embedded objectives.</p>	<p>As per our understanding travelling to all the project sites to consult SPVs/Projects of the Industrial Corridor will consume most of the project duration of 105 days. It is suggested to allow teleconference consultations to expedite the survey process.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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Sr. No.	Clause	Queries	Response from NICDC
94.	<p>5.7 Delivery Milestone and Timelines</p> <p>This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from investors' surveys in MS Excel.</p>	<p>We request if the term Focus group discussion may be clarified.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
95.	<p>Declarations</p> <p>We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.</p>	<p>Request you to clarify whether the word 'Director' in the declaration refers to Board of Directors or Directors by designation or both.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

**Corrigendum**  
**Selection of Third Party Evaluator for Evaluation of Industrial Corridor Projects in India**

Sr. No.	Clause No.	Original Clause	To be read as
1.	2.17	Proposal Due date : 27/04/2020	Proposal Due date : <b>31/07/2020</b>
2.	2.1.3	The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the preliminary design and prepare tender documents for selection of contractor and review the contractors’ detailed designs of works in the project area in accordance with the Terms of Reference of this RFQ CUM RFP (the “TOR”).	The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the <b>project activities</b> <del>preliminary design and prepare tender documents for selection of contractor and review the contractors’ detailed designs of works in the project area</del> in accordance with the Terms of Reference of this RFQ CUM RFP (the “TOR”).
3.	6.3.1	Special conditions of contract The duration of assignment shall be 30 (thirty) months and with option to extend the contract duration with mutual written agreement.	Special conditions of contract The duration of assignment shall be <b>30 (thirty) months 105 days</b> and with option to extend the contract duration with mutual written agreement.
4.	General	Consultants to be appointed on the basis of “International Competitive Bidding (ICB)”	Consultants to be appointed on the basis of <b>“National International Competitive Bidding (ICB)”</b>
5.	2.17.2	List of minimum key personnel/ staff:  <ul style="list-style-type: none"> <li>• The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.</li> </ul>	List of minimum key personnel/ staff:  <ul style="list-style-type: none"> <li>• The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide <b>all the key experts throughout the terms of assignment and each expert will be supported by the adequate number of support staff</b> <del>a minimum of 70 man-months for the Key experts</del>. While estimating man months it has been assumed that each expert will be supported by Support Staff.</li> </ul>