

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Orvakal at Kurnool District in  
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Corrigendum 1

S. No	Original Clause	Modified Clause
1	<p>2.17.3 Qualification and competence of key staff</p> <p>The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 14 key personnel, as detailed further:</p>	<p>2.17.3 Qualification and competence of key staff</p> <p>The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 13 key personnel, as detailed further</p>
2	<p>Clause 2.17.2</p> <p>The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.</p>	<p>Clause 2.17.2</p> <p>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 150 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.</p>
3	<p>Clause 6.4.3</p> <p>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.</p>	<p>Clause 6.4.3</p> <p>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 <del>specified in clause 11</del> and (v) any right which a Party may have under the Applicable Law.</p>

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S. No	Clause	Query	Response
<b>ANTEA</b>			
1	Page 64 Section- 5.5.2.1 Surveys and investigations- Also, the procurement of the satellite imagery is the responsibility of the consultant.	Kindly note that procurement of satellite image is a very time-consuming process, since the Final Base map is required in 2 months, it is requested that NICDC kindly procure the required satellite imagery beforehand, so that the work can be started immediately.	The condition of the RfQ cum RfP remains unchanged
2	Pg No. 88 Section- 5.14 Deliverables and timeframe Base Map - D+2 Months	Kindly increase the time limit for basemap preparation, as it requires procurement of satellite imagery, conducting DGPS survey and other surveys, which may not be possible to complete within such short timeframe.	The condition of the RfQ cum RfP remains unchanged
3	Pg No. 88 Section- 5.14.1 Deliverables and timeframe	NICDC has floated RFPs for other nodes and industrial regions that required same or similar set of services, however, there seem to be a variation in the timelines from Sl. No 2 to Sl no 9, as compared to other RFPs of NICDC. Kindly provide more time for preparation of base map and Master plan Report, the time maybe adjusted from other deliverables, keeping the overall timeframe same.	The condition of the RfQ cum RfP remains unchanged
4	Design basis report including Final plot control sheets & Notification of Final Master Plan-D+6 Months	It is requested to provide at least 1 month for preparation of Plot control sheet after the notification of the final master plan, otherwise there may be unnecessary changes in the plot control sheet if prepared on basis of draft masterplan, hence leading to delay.	The condition of the RfQ cum RfP remains unchanged
5	Annexure C	The provided map in Annexure B is not readable, it is requested to provide a clearer and more readable map of the area.	The condition of the RfQ cum RfP remains unchanged
6	Annexure C	Are all the land parcels marked in the map acquired or notified for acquisition?	The necessary details will be shared with the

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			appointed consultant. The condition of the RfQ cum RfP remains unchanged
7	Qualification and competence of key staff The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 14 key personnel, as detailed further:	The staff requirement is only given in RFP for 13 key Experts. Request you to provide for the 14th one also.	Kindly refer Corrigendum 1 in this regard.
8	Senior Urban Planner / Senior Master Planner and Senior Infrastructure Planner: At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	We suggest that requirement of 5 years of international experience may please be reduced for Senior urban planner/ Infrastructure Planner as the project will follow Indian codes and standards and relevant experience in India will be more beneficial for this project.	The condition of the RfQ cum RfP remains unchanged
9	Project Office: Consultant is advised to have their main Project Office in Andhra Pradesh	Please confirm whether the site office is required at Kurnool or anywhere in Andhra Pradesh?	The site office should be in Kurnool.
10	2.9.4 Minimum Qualification Criteria: Average annual turnover for last 3 financial years -Rs 100 Cr	In case of a JV, would the Annual turnover criteria of Rs 100 crore be considered jointly for all Consortium members or only the lead company or any of either company. Please confirm.	Kindly refer Form 3C The condition of the RfQ cum RfP remains unchanged
11	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:	It is requested, that since considerable resources (numerous surveys) are utilized for preparation of base map, kindly revise the payment terms from 5% to 10% for preparation of base map.	The condition of the RfQ cum RfP remains unchanged
12	Qualification and competence of key staff	Since there are multiple bids floated by NICDC, which requires similar qualification and competence of key staff, can we repeat the CVs of key expert other than the first 3 positions i.e. from Sl no 4- Sl	The condition of the RfQ cum RfP remains unchanged

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		No 13, particularly staff whose perceived inputs is less than or equal to 3 months.	
13	Qualification and competence of key staff	Since there are multiple bids floated by NICDC, which requires the team leader to be a permanent employee of the firm, can the years of experience be reduced from 20 years to 15 years? We also request that the experience of other key expert be reduced accordingly.	The condition of the RfQ cum RfP remains unchanged
14	Exemption of Fees for MSMEs	Exemption of Bid processing fee/ Tender Fee& Bid Security is not reflecting in the E Tendering portal ( <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> ). Please Clarify.	The condition of the RfQ cum RfP remains unchanged
15	General	We understand that consultants who are currently executing three similar projects of NICDC are not eligible for this tender. Please Confirm.	The understanding is not correct. The condition of the RfQ cum RfP remains unchanged
EGIS			
16	2.17.2; Page No 24 Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.	Requesting the client to allow repetition of Key Experts in case the inputs of key staff are completed in other ongoing assignments.	The condition of the RfQ cum RfP remains unchanged
17	2.17.3: Team Leader; Page No 24 The Team leader may be from any member of the consortium. He/ She should be a permanent employee of the firm.	In order to provide the most suitable expert for this assignment; we request the client to please allow highly competent Freelance Team Leader with a dedicated work contract for the project duration.	The condition of the RfQ cum RfP remains unchanged
18	Form 3 I: Applicant's Experience; Page No 49 For Eligible Projects, ongoing projects completed to 80 percent can be considered.	In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.  Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.	The condition of the RfQ cum RfP remains unchanged

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19	<p>Form 3 L: Curriculum Vitae (CV) for Proposed Professional Staff; Page No 52 Training &amp; Publications [Indicate significant training since education degrees (under 5) were obtained]</p>	<p>Requesting the client to please confirm if the number of publications is also to be limited to a ceiling of 5 relevant publications due to page restrictions on the CV.</p>	<p>Only the number of publications needs to be mentioned against a particular CV and entire publication need not be submitted. The condition of the RfQ cum RfP remains unchanged</p>
20	<p>5.2.3; Page No 61 For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered/approved structural designer/engineer before submitting for the approval of the client.</p>	<p>Requesting the client to please consider conducting proof checking outside the scope of the consultants.</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>
21	<p>5.13.7 Page No 86 Liasioning / Expediting /Follow-up with MoEF&amp;CC / Government Bodies / Institutions for getting early receipt of Terms of References &amp; Environmental Clearances / Applicable Approvals &amp; Permits for the project.  Preparation of Social Impact Assessment Report / Resettlement Action Plan as per the guidelines of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and meeting requirements of Social Safeguards policy of multilateral funding agencies like World Bank..  In case the projects attract provisions of the</p>	<p>We believe that all statutory fee required for approvals/ clearances for pollution, forest, wildlife, environment, social, R&amp;R etc. from the state and central government departments; as required for the project; would be directly borne by the client/ state level nodal agency. Please confirm.</p>	<p>Statutory fee required for seeking EIA Clearance will be borne by the client.  The condition of the RfQ cum RfP remains unchanged</p>

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	Forest (Conservation) Act, 1980 & Wildlife (Protection) Act, 1972 the consultants are responsible for preparation and filing of Forest Diversion Proposal and Wildlife Clearance proposal application in online mode as well as in offline mode (hard copy). The consultants are responsible for giving presentation at various stages/to various authorities for Forest Clearance & Wildlife Clearance.		
22	5.14: Deliverables and timeframe; Page No 88	<p>The RfP mentions project site area of 9800 acres. Based on experience from similar assignments it is felt that the time period given for completion of final base map (i.e. 2 months) - which would include survey, and preparing common platform base map on GIS with overlays - is insufficient and should be increase to at least 4 months from the date of start of assignment considering the level of effort involved and the fact that procurement of satellite imagery can take a lot of time if detailed images are not available for site.</p> <p>The total assignment duration maybe kept same by adjusting delivery time of milestones from Milestone No 9 and onwards.</p> <p>Requesting the client to please consider.</p>	The condition of the RfQ cum RfP remains unchanged
23	5.14: Deliverables and timeframe; Page No 88	From our prior experience of preparing master plans/ development plans we understand that final notification of statutory plans can sometimes take significantly long time. Therefore, we request Client to restrict Consultant's scope to proving technical support towards submission of application for notification of final master plan since the primary	The condition of the RfQ cum RfP remains unchanged

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		responsibility for notification rests with the state government.	
24	6.3.2: Commencement of Services; Page No 97  The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.	Requesting the client to allow at least 30 days for the commencement of services.	The condition of the RfQ cum RfP remains unchanged
25	6.3.5: Force Majeure; Page No 97      6.3.5 Force Majeure 6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions. 6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other party as soon as	As per accepted best practices for contract, we recommend the following definition for "Force Majeure" to be considered: "Neither party to this Contact shall be liable for any failure or delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".  We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.  Requesting the client to please consider.	The condition of the RfQ cum RfP remains unchanged

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	<p>possible about the occurrence of such an event. c) the dates of commencement and estimated cessation of such event of Force Majeure; and d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</p>		
26	<p>6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 101 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p>	<p>It is requested of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>
27	<p>6.8.2: Payment to the Consultants; Page No 102  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</p>	<p>We request that this breakup be made 80% within 45 days in case comments are not received from Client/ stakeholders. This is particularly requested as it impacts staffing and budgeting if the State Government Approvals do not come in time for the next deliverable. This change will significantly</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>



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	the date of forwarding the report. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC.	
28	6.11: Liquidated Damages; Page No 103 6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	As per standard consulting practices, liquidated damages are limited to 0.5% per week subject to a maximum of 10% of the agreement value.  Requesting the client to please consider.	The condition of the RfQ cum RfP remains unchanged
29	6.13.2; Page No 104 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	As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value.  Please confirm.	The condition of the RfQ cum RfP remains unchanged

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	<p>misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>		
30	6.5.7; Page No 106 Limitation of the Consultants' Liability towards the Client	<p>Requesting the client to please add the following clause: "Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom".</p>	The condition of the RfQ cum RfP remains unchanged
31	6.8.1: Payment Terms; Page No 108	Milestone No. 3: Base Mapping is a critical exercise	The condition of the RfQ

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	<p>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</p> <p>Milestone No. 3: Final Base map Milestone No. 8: Design basis report including Final plot control sheets &amp; Notification of Final Master Plan;</p>	<p>which apart from surveying and mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary; and the procurement of satellite imagery. This is a time taking and physical resource intensive process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value.</p> <p>Milestone No. 8: From our experience of statutory processes on similar projects; we understand that the Notification of Final Master Plan being state subject, sometimes 'Notification of the master plan' does not happen even after all the other Deliverables of the assignment are completed. We request exclusion of this deliverable and the payment terms to be modified accordingly.</p>	<p>cum RfP remains unchanged</p>
LASA			
32	General	<p>The GOI has recently received request for developing Hyderabad Bengaluru Industrial Corridor, with Influence Area across the states of Telangana, Andhra Pradesh and Karnataka. This corridor will act as an extension of Hyderabad Nagpur Industrial Corridor thereby connecting the central parts of the country with southern parts.</p> <p>Is there any Perspective Plan available for the Region? If yes, we request for a copy of the Overall Perspective Plan.</p>	<p>No such perspective plan has been prepared. The condition of the RfQ cum RfP remains unchanged</p>
33	The team leader proposed must be permanent full-time employees of the firm responsible	We request NICDC to include freelance consultants who may be taken on payroll upon award of project.	The condition of the RfQ cum RfP remains

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	entirely for all the Project related matters.	Please confirm.  Or alternatively kindly reduce the Team Leader experience requirement from 20 years to 15 years.	unchanged
34	Clause 2.7.11 Point No. 7, Pg 13  Ongoing projects can be submitted with details of progress supported by suitable documents. Projects/ assignments completed up to 80% or more shall only be considered for evaluation. The Applicant shall provide the proof that the project is completed up to 80% through copy of invoice or payment received till date or through certificate from the respective client in the ongoing project.	Kindly consider 100% marks for ongoing projects (completed upto 80% or more), which is the usual norm in similar bids. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged
35	Clause 2.9.4 Min Qualification Criteria, Pg 17  a) Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	We understand 'Project Management Consultancy' and/or 'Infrastructure Support' services which include 'design' as a key component would be eligible under this criterion;	Any project fulfilling the criterion mentioned in clause 2.9.4 will be considered  The condition of the RfQ cum RfP remains unchanged
36	Clause 2.9.4 Min Qualification Criteria, Pg 17  a) Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or	We also would like to confirm that ONGOING projects in which design component is complete (with proof of completion from client) shall be considered as eligible project;	Any project fulfilling the criterion mentioned in clause 2.9.4 will be considered

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	Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.		The condition of the RfQ cum RfP remains unchanged
37	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>a) Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.</p>	<p>You may appreciate that proof of construction is difficult to be obtained from Clients with whom work has been completed long back.</p> <p>We would request for kind removal of this clause.</p> <p>Or alternately, we would state that 'construction work has started' which NIDC may get cross checked. In case available, we shall also support the same with news articles available on the subject. Kindly consider and confirm;</p>	The condition of the RfQ cum RfP remains unchanged
38	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>a) Experience in preparation of DPR (Detailed Project Report)/ Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.</p>	<p>Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. Kindly consider and confirm.</p>	The condition of the RfQ cum RfP remains unchanged
39	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar</p>	<p>Smart City proposal preparation under Smart City Challenge may also be considered as eligible project under this criterion. Kindly consider and confirm,</p>	The condition of the RfQ cum RfP remains unchanged

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	nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.		
40	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.</p>	Detailed Master Planning would also include preparation of Statutory Master Plans and Zonal Plans of cities. Kindly confirm.	<p>Any project fulfilling the criterion mentioned in clause 2.9.4 will be considered</p> <p>The condition of the RfQ cum RfP remains unchanged</p>
41	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered.</p>	Since, only executed projects are being considered, request for relaxation of time period beyond 10 years, till about 15 years. Kindly consider and confirm,	The condition of the RfQ cum RfP remains unchanged
42	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>c) Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.</p>	<p>We would request for kind removal of this clause.</p> <p>Or alternately, we would state that 'construction work has started' which NIDC may get cross checked. In case available, we shall also support the same with news articles available on the subject. Kindly consider and confirm.</p> <p>We hope NICDC shall remove the requirement of 'international project'.</p>	The condition of the RfQ cum RfP remains unchanged
43	<p>Clause 2.9.4 Min Qualification Criteria, Pg 17</p> <p>Last paragraph</p>	We assume for on-going projects where construction	The understanding is correct

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	For Eligible Projects, on-going projects where construction works have commenced can be considered.	work has commenced there is no need of submitting percentage of work completed. Kindly confirm this understanding.	The condition of the RfQ cum RfP remains unchanged
44	<p>Clause 2.9.5 Technical Evaluation Score, Pg 17</p> <p>The firm should have undertaken/completed 5 no. of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification.</p>	<p>Kindly rephrase to .....master planning AND/OR preliminary engineering .....,</p>	The condition of the RfQ cum RfP remains unchanged
45	<p>Clause 2.9.5 Technical Evaluation Score, Pg 18</p> <p>The firm should have undertaken/completed 5 no. of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components.</p> <p>The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification.</p>	<p>We also suggest to have exclusive marking under statutory master planning and preliminary engineering, for instance;</p> <p>Experience in Preparation of Detailed Master Plans - 2 projects, 10 marks.</p> <p>Experience in preparation of Preliminary Engineering for various urban infrastructure components - 3 projects, 15 marks.</p> <p>Kindly consider and confirm.</p>	<p>The detailed evaluation criteria will be finalized by the evaluation committee</p> <p>The condition of the RfQ cum RfP remains unchanged</p>
46	<p>Clause 2.11.3 Negotiation, Pg 20</p> <p>The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after</p>	<p>We, request in relaxation in reduction in fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm.</p>	The condition of the RfQ cum RfP remains unchanged

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	award of contract the Client expects all of the proposed Key Personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of Key Personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key Personnel against first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.		
47	<p>Clause 2.17.2 Required experience and expertise of Key personnel/ staff, Pg 24</p> <p>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.</p>	We feel 70 person months for key experts is grossly inadequate We estimate 130-150 person months of key experts and 200 support professionals will be needed for this assignment at least. Kindly consider and confirm.	Kindly refer Corrigendum 1 in this regard
48	<p>Clause No. 2.17.3 Pg.24 &amp; 25, Position No.2 and 3</p> <p>At least 5 out of the 15 years' experience should be international experience</p>	Please clarify, if the numbers of years are less than 5 years, then whether the CV will be rejected or the marks will be reduced.	<p>CV will be rejected if it doesn't fulfill the minimum eligibility conditions.</p> <p>The condition of the RfQ cum RfP remains</p>



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			unchanged
49	<p>Clause No. 2.17.3 Pg.24 &amp; 25, Position No.2 and 3</p> <p>At least 5 out of the 15 years" experience should be international experience .....</p>	Kindly remove the requirement of international experience. This becomes restrictive while identifying a team for the bid.	The condition of the RfQ cum RfP remains unchanged
50	<p>Clause 2.17.4, Pg 27, Evaluation criteria for Key personnel/ staff</p> <p>Overseas/ International experience-10%</p>	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial, etc. We request NIDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged
51	<p>Clause 2.17.4, Pg 28, Evaluation criteria for Key personnel/ staff, Point D.</p> <p>Association with the Firm-10%</p>	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The condition of the RfQ cum RfP remains unchanged
52	<p>Clause 5.5.2.1 Surveys and Investigations, Pg 64</p> <p>The consultant shall procure the data regarding land boundaries, topography, land acquisition including revenue record with facilitation by State Government etc.</p>	Kindly suggest if the State Government can share with us the cadastral maps of the site, readily (at no cost) or Consultants have to obtain the same at their cost.	The data available with the State Govt./State Departments will be shared with project consultant at no cost and if not available, consultant should procure the same at his own cost, The condition of the RfQ cum RfP remains unchanged

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53	Clause 5.5.2.6 Surveys and Investigations, Pg 65 The consultants shall conduct traffic surveys.	Kindly suggest the minimum requirement for traffic volume count and origin-destination surveys.	The condition of the RfQ cum RfP remains unchanged
54	Clause 5.5.2.7 Surveys and Investigations, Pg 65 The consultants shall carry out geotechnical investigations and sub-surface explorations.....	Kindly suggest the minimum requirement for surveys.	The condition of the RfQ cum RfP remains unchanged
55	Clause 5.6, Pg 67 Geo-referencing of Satellite image with the revenue maps and verification of the same with the Topographic survey using DGPS / Drone data. Digitization of geo-referenced revenue village maps wherever required.	We understand the Satellite Image procured from NRSC shall be geo rectified using Topographic survey. Revenue maps will in turn be Georeferenced to the rectified image. Please Confirm.  Alternatively, are the revenue maps expected to be supplied to Consultants already Georeferenced? Please clarify	The condition of the RfQ cum RfP remains unchanged
56	Clause 5.7, Pg 67 Land Suitability Analysis & Zoning Plan	We understand the Zoning plan at this stage shall include the classification of site based on certain themes. Kindly elaborate.	The condition of the RfQ cum RfP remains unchanged
57	Clause 6.8, Payment to Consultants, Pg 102 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. The remaining 40% shall be released only after receipt of milestone completion certificate from the concerned State Government/Nodal Agency for the completed milestone.	Kindly consider to release 100% payment due against a particular milestone if comments/approval is not received within 45 days from the date of forwarding the report. The comments can be taken care of in the subsequent reports, as they are received.	The condition of the RfQ cum RfP remains unchanged
58	Clause 6.11 Liquidated damages, Pg103  If the Consultant fails to complete the Assignment, within the period specified under	We request for reduction in liquidated damages to 0.25% of the contract fees.	The condition of the RfQ cum RfP remains unchanged

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	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.		
59	Clause 2.17 Tentative schedule for selection process, pg 22  Proposal Due Date (PDD) is 15:00 hours on 09.11.2020	We request for 2-3 weeks' timeframe for submission of bids, after receiving pre-bid clarifications.	The condition of the RfQ cum RfP remains unchanged
60	Form 3G: Format of Bank Guarantee for Bid Security having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company]	Kindly confirm whether the Bank Guarantee for Bid Security can be submitted by the Lead Firm alone in case of a consortium. This will lead to removal of the line "[and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company]"	The condition of the RfQ cum RfP remains unchanged
61	2.17.3 Qualification and competence of key staff, Page no. 24 to 26.	We request the Client to please clarify whether the Firms can show the same team members which was already submitted for other NICDC Nodes which are under evaluation.  Please clarify the same.	The consultants are expected to submit different team members. The condition of the RfQ cum RfP remains unchanged
62	2.17.3 Qualification and competence of key staff, Page no. 26 - ICT Expert - Bachelor of	We request the client to consider Master of Computer Application (MCA) also suitable educational	The condition of the RfQ cum RfP remains

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	Engineering in Electronics / Electrical / Communications / Telecommunications / IT / Computer Science degree having more than 10 years of experience - in ICT projects and involved in end to end implementation.	qualification for ICT Expert position.  Please clarify the same.	unchanged
63	Consultant is advised to have their main Project Office in Andhra Pradesh.	Kindly let us know the location where the project office is to be established. Also, will the office space be provided by NICDC?	The project office should be in Kurnool.  The condition of the RfQ cum RfP remains unchanged
64	Exemption of Fees for MSMEs The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017.	Kindly clarify if this provision is applicable if one of the members of the JV is a MSME registered enterprises	The provision is applicable if the lead member of the consortium is MSME registered. The condition of the RfQ cum RfP remains unchanged
65	Team leader must be permanent full-time employee of the firm.	To meet the specific and dedicated requirement, please allow us to propose Team Leader, who is external and shall be available full time for the project upon successfully award.	The condition of the RfQ cum RfP remains unchanged
66	1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted.	Please confirm that the project related to EIA studies shall be part of the 5 Master Plan projects under specific project experience or can it be a separate project, outside the 5 Master Plan projects.	It should be a separate project. The condition of the RfQ cum RfP remains unchanged
67	During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty)	Reducing the remuneration drastically from 100 % to 80% is very harsh, as this is an uncertain event which gets influenced due to many other uncertain events /considerations. Hence, we request you to kindly	The condition of the RfQ cum RfP remains unchanged

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	percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	consider the reduction from 100% to 90% and then subsequent replacement would attract a reduction in a scale of 10% in future.	
68	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions. 6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.	The definition may include the events of Pandemic and epidemic as well.	The condition of the RfQ cum RfP remains unchanged
69	b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract.	Payments under events (c) and (g) is not mentioned. Ideally, a Consultant is paid back for the works up to the date of termination.	The condition of the RfQ cum RfP remains unchanged
70	If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal	We understand that any replacement done at the instruction of Client shall not attract any reduction in remuneration of the replacement personnel. Further,	The condition of the RfQ cum RfP remains unchanged

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	<p>action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.</p>	<p>any such changes shall allow the consultant to claim the charges associated with the deployment of replacement candidate (including the charges for interview etc.) as well as the charges for withdrawal of the replaced candidate.</p>	
71	<p>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>We request you to kindly consider days from the date of submission of report to client rather than date of forwarding the report to respective state govt. Also, it is requested to kindly fix the timeframe for the approval as the future deliverables are dependent on the approval of the milestones. A clause recommending payment of remaining 40% on expiry of 60 days from the date of submission of report to client or date of forwarding the report to respective</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>

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		state govt.	
72	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.	It is requested to modify the LD clause from 1% of the contract fees for each week of delay or part thereof to 1% of the milestone fees for each week of delay or part thereof. Ceiling may be reduced from 10% of the total contract fees to 5% of the total contract fees.	The condition of the RfQ cum RfP remains unchanged
73	6.4.3 Cessation of Rights and Obligations: (iv) the rights of indemnity of the Client specified in clause 11	It is fair that the right of indemnification of Client as well as Consultants survives upon termination. Also, the Clause No. 11 is missing in the RFP.	Kindly refer Corrigendum 1 in this regard
74	“Material Adverse Effect” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;	In a Contract, all the parties defined in the recitals (Client and Consultant) has to perform their respective duties. Hence we request you to modify (a) as: “the ability of the Client or Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement.”	The condition of the RfQ cum RfP remains unchanged
75	General	Since there is mandatory requirements of team to be of permanent staff of JV / Consortium members, we request to allow staff of parent / sister concerned without engaging parent / sister concern as JV / Consortium	The condition of the RfQ cum RfP remains unchanged
76	General	We believe that the EIA study / clearance project done within any large road/water/sewerage or other projects are allowed and not to be of standalone EIA study / clearance require	A separate EIA project will be preferred. The condition of the RfQ cum RfP remains

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			unchanged
77	General	We believe urban infrastructure project involving Metro / Rail / High Speed and others too consider as eligible assignments	The condition of the RfQ cum RfP remains unchanged
78	General	Please allow the Indian Subsidiary of International consultancy firm to use the credential of its Parent Company (International Firm) as International capability of Indian Firm (as it is NCB) is difficult.	The condition of the RfQ cum RfP remains unchanged
79	General	Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project	The condition of the RfQ cum RfP remains unchanged
80	The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	Kindly remove the parmanent employment clause and instead of that an undertaking will be provided for availability of the Team leader for the entire duration of the project.	The condition of the RfQ cum RfP remains unchanged
81	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial Areas, Smart City Projects, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 300 Crore each on which the construction work has started. Experience of last ten years will only be considered.	Kindly modify the clause as: Experience in preparation of DPR (Detailed Project Report) /Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, Smart City Projects, SEZ's or Urban Infrastructure Projects with capital costs more than Rs. 300 Crore each for which Client Certification is provided. Experience of last ten years will only be considered. Please remove the requirement of Construction Work has been started.	The condition of the RfQ cum RfP remains unchanged
82	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW), Roads & Bridges or utility services (water supply, sewage	Kindly modify the clause as: Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m ROW) Roads & Bridges or	The condition of the RfQ cum RfP remains unchanged



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	disposal, drainage network, power supply including Transmission and Distribution network, including treatment plants) with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years	utility services (water supply, sewage disposal, drainage network, lake Development/protection, power supply including Transmission and Distribution network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	
83	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. At least 1 out of the two projects shall be an international project.	Kindly modify the clause as: Experience in preparation of Detailed Master Planning/ Detail Project Report of SEZ, Industrial Park, Industrial Area, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started. Experience of last ten years will only be considered. Also please remove the requirements of;  a. "Construction has been started"-as for Master planning project construction may start after a long gap of completion of Master Planning and it is difficult to get proof of the same (construction started).  b. "At least 1 out of the two projects shall be an international project." Otherwise allow the Indian Subsidiary of International firms (as this is a NCB) to use the credentials of the parent firms without any undertaking etc.	The condition of the RfQ cum RfP remains unchanged
84	Specific experience of the consultants related to the Assignment The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk	Kindly modify the clause as: Specific experience of the consultants related to the Assignment The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary	The condition of the RfQ cum RfP remains unchanged

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<p>infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> <li>• Roads</li> <li>• Water supply</li> <li>• Sewerage</li> <li>• Drainage</li> <li>• Integrated solid waste management</li> <li>• Power/Energy</li> <li>• ICT Infrastructure</li> <li>• PPP Concessions (if any)</li> </ul> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering for industrial estates/townships/special economic zones / special investment zones/ area development plans.</p> <p>1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted. For Eligible Projects, ongoing projects completed to 80 percent can be considered Points 25 (Max. of 5 projects to be submitted + 1 Project related to EIA studies and EIA clearance in last 5 years also to be submitted)</p>	<p>Engineering / Detail Project Report (as masterplanning and preliminary design is very much required in DPR) / Project Management Consultancy (PMC) for Smart Cities for various trunk infrastructure components. The said project experience shall comprise of at least two different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> <li>• Roads &amp; Bridges</li> <li>• Water supply</li> <li>• Sewerage</li> <li>• Drainage</li> <li>• Lake Development/protection</li> <li>• Integrated solid waste management</li> <li>• Power/Energy</li> <li>• ICT Infrastructure</li> <li>• PPP Concessions (if any)</li> </ul> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of master plans and DPRs/preliminary engineering Project Management Consultancy (PMC) / for industrial estates/townships/ Smart City Projects/ special economic zones /special investment zones/ area development plans.</p> <p>1 Project separately related to EIA studies and EIA clearance in last 5 years also to be submitted.</p>	
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		For Eligible Projects, ongoing projects completed to 80 percent can be considered	
85	<p>1.Team leader- Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design components of large infrastructure development projects like Townships, SEZ’s, Industrial cities, etc. Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience. The Team leader may be either from the Lead member of the consortium or the JV partner.</p>	<p>Please modify the clause as below; Should have Master’s Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning and infrastructure design/PMC/Supervision components of large infrastructure development projects like Townships, SEZ’s, Industrial cities, Smart City etc. Should have experience of being Team Leader/ Deputy Team leader/ Project Director/ Project Coordinator in at least 2 earlier Infrastructure Development projects. It is desirable to have international experience. The Team leader may be either from the Lead member of the consortium or the JV partner.</p>	The condition of the RfQ cum RfP remains unchanged
86	<p>2.Senior Urban Planner / Senior Master Planner 3. Senior Infrastructure Planner/ Engineer</p>	<p>Please remove the requirements of “At least 5 out of the 15 years’ experience should be international experience” As this is a NCB project so only Indian firm or Indian Subsidiary of International Firms will participate and it is difficult to get person with International Experience in Indian firms.</p>	The condition of the RfQ cum RfP remains unchanged
87	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better</p>	<p>Kindly modify the clause as: 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 6 (six) personnel and that too by only equally or better qualified and</p>	The condition of the RfQ cum RfP remains unchanged

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	<p>qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p>	<p>experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.</p> <p>It will be very difficult to get equally or better qualified personnel with reduced remuneration, so kindly allow for the substitution on same rates and remove the reduction of remuneration clause. Please also allow the replacement of Team leader because replacement will be required only for health, resignation etc. ground.</p>	
88	<p>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>Kindly modify the clause as: 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, @ 0.5% 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 5 % 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>The condition of the RfQ cum RfP remains unchanged</p>