

## CORRIGENDUM 1

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Jodhpur Pali Marwar Industrial Area in Rajasthan under Delhi Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Original Clause	To be read as																																																												
1.	2.1.22 Project Office: Consultant is advised to have their main Project Office at Chandigarh/ Panchkula in Punjab.	2.1.22 Project Office: Consultant is advised to have their main Project Office at Chandigarh/ Panchkula Jodhpur and for any administrative purpose will require to be present in Jaipur in Punjab Rajasthan.																																																												
2.	2.17.2 The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab.	2.17.2 The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab Rajasthan.																																																												
3.	2.17 Proposal due date: 12/01/2021	2.17 Proposal due date: 15/01/2021.																																																												
4.	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.	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 70 150 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.																																																												
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## REPLY TO PRE-BID QUERIES

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Jodhpur Pali Marwar Industrial Area in Rajasthan under Delhi Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query/ Suggestion	Response from NICDC
1.	<b><u>2.1.22</u></b> Project Office: Consultant is advised to have their main Project Office at Chandigarh/Panchkula in Punjab.	We understand that consultant has to establish their main project office at Jaipur.	Refer Corrigendum 1
2.	<b><u>2.11.3</u></b> 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	Considering the pandemic situation and reshuffling of experts in changing market, We request you to amend this clause to replace the expert with better education and experience in case of substitution and no financial deduction should occur.	The terms and conditions of the RfQ cum RfP document remains unchanged.
3.	<b><u>2.17.2</u></b> The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab	We understand that staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices in Punjab <b>Jaipur/Jodhpur</b> . Please confirm.	Refer Corrigendum 1
4.	<b><u>2.17.3</u></b> <b>Team Leader cum infrastructure expert:</b> Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience <b>Senior Urban Planner /Senior Master Planner:</b> 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. <b>Senior Infrastructure Planner/ Engineer:</b> At least 5 out of the 15 years should be international experience infrastructure planning and designing of economic cluster or corridors townships or campus developments.	In evaluation, wherever there is requirement of International Experience, it should be an eligibility / PQ requirement i.e. if CV doesn't accomplish International Experience for desired positions, it will fetch Zero Marks. Please consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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	<b>Urban Designer:</b> At least 3 out of the 10 years' experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.		
5.	<b><u>5.2.3</u></b> For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	As per our understanding, this comes into scope of EPC contractor appointed after preliminary design engineering. It is suggested that this clause be deleted as consultant under this scope shall be performing preliminary design only and not detailed design. Please consider	The terms and conditions of the RfQ cum RfP document remains unchanged.
6.	<b><u>Annexure C</u></b> Area for development in Jodhpur	We request client to share clear visible map of the area along with land acquisition status.	The terms and conditions of the RfQ cum RfP document remains unchanged.
7.	<b><u>5.5.2.1</u></b> Also, the procurement of the satellite imagery is the responsibility of the consultant	Procurement of satellite imagery is a time-consuming task and we request SPV to procure it on their behalf and Consultants shall assist SPV /client technically. The available imageries are generally best for preparation of Base Map and subsequently a fresh survey will be carried out using UAV which shall capture latest / precise information. Please confirm our understanding.	The terms and conditions of the RfQ cum RfP document remains unchanged.
8.	<b><u>6.8.2</u></b>	We request that 80% payment due be released against a milestone to maintain a	The terms and conditions of the

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	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.	healthy cashflow as the comments/ approval from state govt. generally takes time which is beyond the reasonable control of the consultants.	RfQ cum RfP document remains unchanged.
9.	<b>2.17</b> Proposal Due Date	We request client to provide at least 4 weeks of time after response to pre bid queries to prepare quality proposal as the pandemic situation is not allowing the Consultants to open office having an impact on the working efficiency.	Refer Corrigendum 1
10.	Pg 24 The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.	Considering the scale of the project, request you to kindly increase the minimum man-months for Key experts to minimum 150-man months.	Refer Corrigendum 1
11.	Pg 34 In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue satisfied jointly by the consortium with the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover.	Request you to Kindly consider Average annual turnover for last 3 financial years of 100 cr. to be met jointly by all the consortium members. We request you to remove the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover criteria.	The terms and conditions of the RfQ cum RfP document remains unchanged.
12.	Page 67 Section- 5.5.2.1	Since the Final Base map is required in 2 months, it is requested that NICDC kindly	The terms and conditions of the

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	Surveys and investigations- Also, the procurement of the satellite imagery is the responsibility of the consultant.	procure the required satellite imagery, as procurement requires long time and depends upon the availability.	RfQ cum RfP document remains unchanged.
13.	Pg No.91 Section- 5.15 Deliverables and timeframe Base Map – D+2 Months	Kindly increase the time limit for base map preparation, as it requires procurement of satellite imagery, Conducting DGPS survey and other surveys. The project involves multiple sites, spread over a large area. NICDC is requested to consider this factor and increase the time limit for same.	The terms and conditions of the RfQ cum RfP document remains unchanged.
14.	Page 25 Transportation cum Logistics Expert: Should have Masters in Highway/Transportation Engineering having experience in planning & designing.	Since there is separate key expert for Transport Planning, we request you to rename the position to “ <b>Logistics expert</b> ’ with Master’s in planning/ Civil Engineering /MBA with min. 10 years’ experience in logistics- operations.	Refer Corrigendum 1
15.	Page 25 Urban Designer- At least 3 out of the 10 years’ experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.	Considering this is National Competitive bid, you are requested to kindly remove this criterion.	The terms and conditions of the RfQ cum RfP document remains unchanged.
16.	Page 26 Transport Planner: Should have a master’s degree in transportation planning having an experience of short- and long-range transportation planning, traffic impact assessments, transportation demand modelling and transportation surveys.	Request you to consider M.Tech. in Transportation Engineering as alternative to Transport Planning	The terms and conditions of the RfQ cum RfP document remains unchanged.

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17.	Page 119 Annexure C & EIA scope	As site location and related maps are not clear, please confirm if Forest clearance or will be required as part of the Environmental clearances.	Yes, if forest land is identified.  The terms and conditions of the RfQ cum RfP document remains unchanged.
18.	Pg no 26/27 12. Financial/Market Expert 13. Industry Analyst (Market Expert) cum Financial Expert	The work experience and qualifications for these two experts, overlap so request you to kindly keep just one position for Financial/Industry analyst.	Refer Corrigendum 1
19.	Pg no 24 Qualification and competence of Key staff	Considering the large scale of the project, request you to kindly include- EIA expert and GIS expert in the Key Staff, and	The terms and conditions of the RfQ cum RfP document remains unchanged.
20.	Section 2: Instructions to Consultants 2.1.22; Page No 6 Project Office: Consultant is advised to have their main Project Office at Chandigarh/Panchkula in Punjab.	We believe that the consultant is required to set up a project office in Rajasthan.	Refer Corrigendum 1
21.	Section 2: Instructions to Consultants 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 terms and conditions of the RfQ cum RfP document remains unchanged.

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22.	Section 2: Instructions to Consultants 2.17.3: Team Leader; Page No 24 The Team leader may be either from the Lead member of the consortium or the JV partner.	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 terms and conditions of the RfQ cum RfP document remains unchanged.
23.	Section 2: Instructions to Consultants 2.17.3: Senior Urban Planner / Senior Master Planner; and Senior Infrastructure Planner/ Engineer; Page No 25 At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	Requesting the client to reduce the international experience of the expert from 5 years to 3 years.	The terms and conditions of the RfQ cum RfP document remains unchanged.
24.	Section 3: Technical Proposal – Standard Forms Form 3 I: Applicant's Experience; Page No 49 • Projects without the proof of experience from client will not be considered for evaluation. • The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. • For Eligible Projects, ongoing projects completed to 80 percent can be considered.	In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.  Thus, requesting the client to confirm if CA Certificate confirming project receivables along with a copy of Work Order be considered as valid proof of payments received against 80% project completion.	Yes, the document is admissible.  The terms and conditions of the RfQ cum RfP document remains unchanged.
25.	Section 5: Terms of Reference 5.2.3; Page No 63 For all structural designs and drawings, the consultant, at his own cost, shall get the proof check done by registered/ approved structural designer/ engineer before submitting for the approval of the client.	We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third-party proof check, is to be adhered/ complied to by the consultant at no additional costs.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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26.	<p>Section 5: Terms of Reference 5.15: Deliverables and timeframe; Page No 91</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Duration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Inception report and Quality Assurance Plan including MMLH site location suitability analysis (for Part A &amp; B as per scope of work defined)</td> <td style="text-align: center;">D+15 days</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Market demand analysis for Industrial Area of JPMIA (Part A)</td> <td style="text-align: center;">D+1 month</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Market Assessment/ Traffic Demand Assessment Report and alternatives for concept Master plans for the selected site of MMLH</td> <td style="text-align: center;">D+1.5 month</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Final Base map of JPMIA (Part A)</td> <td style="text-align: center;">D+2 months</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Land suitability analysis and technical assessment report of JPMIA (Part A)</td> <td style="text-align: center;">D+2.5 months</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Preliminary master plan report of JPMIA (Part A)</td> <td style="text-align: center;">D+3 months</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Report on rail connectivity planning between DFC Proposed MMLH and other logistics parks in the region (Part B)</td> <td style="text-align: center;">D+4 months</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Final Master plan report and preliminary financial model of JPMIA (Part A)</td> <td style="text-align: center;">D+4 months</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Urban design / Landscaping / Branding guidelines of JPMIA (Part A)</td> <td style="text-align: center;">D+4.5 months</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Draft Techno-Economic Feasibility Report including Detailed Master plan for MMLH (Part B)</td> <td style="text-align: center;">D+5 months</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Design basis report &amp; Notification of Final Master Plan of JPMIA (Part A)</td> <td style="text-align: center;">D+7 months</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Final Techno – Economic Feasibility report for MMLH (Part B)</td> <td style="text-align: center;">D+7 months</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Draft preliminary design report including detailed economic analysis along with costing of JPMIA (Part A)</td> <td style="text-align: center;">D+8 months</td> </tr> <tr> <td style="text-align: center;">14</td> <td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets of JPMIA (Part A)</td> <td style="text-align: center;">D+10 months</td> </tr> <tr> <td style="text-align: center;">15</td> <td>Preparation of RFP document for selection of PMC for JPMIA of JPMIA (Part A)</td> <td style="text-align: center;">D+11 months</td> </tr> <tr> <td style="text-align: center;">16</td> <td>Selection of EPC/DB contractor(s) as per approved packages</td> <td style="text-align: center;">D+18 months</td> </tr> <tr> <td style="text-align: center;">17</td> <td>Review of GFC's</td> <td style="text-align: center;">D+24 months</td> </tr> <tr> <td style="text-align: center;">18</td> <td>Hand holding and assistance to client</td> <td style="text-align: center;">D+30 months</td> </tr> </tbody> </table>	S. No	Milestone	Duration	1	Inception report and Quality Assurance Plan including MMLH site location suitability analysis (for Part A & B as per scope of work defined)	D+15 days	2	Market demand analysis for Industrial Area of JPMIA (Part A)	D+1 month	3	Market Assessment/ Traffic Demand Assessment Report and alternatives for concept Master plans for the selected site of MMLH	D+1.5 month	4	Final Base map of JPMIA (Part A)	D+2 months	5	Land suitability analysis and technical assessment report of JPMIA (Part A)	D+2.5 months	6	Preliminary master plan report of JPMIA (Part A)	D+3 months	7	Report on rail connectivity planning between DFC Proposed MMLH and other logistics parks in the region (Part B)	D+4 months	8	Final Master plan report and preliminary financial model of JPMIA (Part A)	D+4 months	9	Urban design / Landscaping / Branding guidelines of JPMIA (Part A)	D+4.5 months	10	Draft Techno-Economic Feasibility Report including Detailed Master plan for MMLH (Part B)	D+5 months	11	Design basis report & Notification of Final Master Plan of JPMIA (Part A)	D+7 months	12	Final Techno – Economic Feasibility report for MMLH (Part B)	D+7 months	13	Draft preliminary design report including detailed economic analysis along with costing of JPMIA (Part A)	D+8 months	14	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets of JPMIA (Part A)	D+10 months	15	Preparation of RFP document for selection of PMC for JPMIA of JPMIA (Part A)	D+11 months	16	Selection of EPC/DB contractor(s) as per approved packages	D+18 months	17	Review of GFC's	D+24 months	18	Hand holding and assistance to client	D+30 months	<p>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 responsibility for notification rests with the state government.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>
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18	Hand holding and assistance to client	D+30 months																																																										
27.	<p>Section II: General Conditions of Contract 6.3.2: Commencement of Services;; Page No 100 The Consultants shall commence the Services from 15<sup>th</sup> (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.</p>	<p>Requesting the client to allow 30 days for the commencement of services.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>																																																									
28.	<p>Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No 100 6.3.5 Force Majeure 6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which</p>	<p>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</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>																																																									



## REPLY TO PRE-BID QUERIES

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Jodhpur Pali Marwar Industrial Area in Rajasthan under Delhi Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query/ Suggestion	Response from NICDC
	<p>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.</p>	<p>performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p> <p>Our suggestion for modification would be considered and modified during execution of the contract, please confirm.</p>	
29.	<p>Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 104 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of</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</p>	<p>The terms and conditions of the RfQ cum RfP</p>

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	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.	qualified and experienced personnel shall be proposed as replacement.	document remains unchanged.
30.	Section II: General Conditions of Contract 6.8.2: Payment to the Consultants; Page No 105 The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.	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 improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC.	The terms and conditions of the RfQ cum RfP document remains unchanged.
31.	Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 106 6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated	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 terms and conditions of the RfQ cum RfP document remains unchanged.

## REPLY TO PRE-BID QUERIES

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	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.		
32.	<p>Section II: General Conditions of Contract 6.13.2; Page No 107 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p>As per accepted best practices for contract, we suggesting capping of Indemnity up to a maximum of agreement value.</p> <p>Please confirm.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged.</p>

## REPLY TO PRE-BID QUERIES

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33.	Section III: Special Conditions of Contract 6.5.7; Page No 109 Limitation of the Consultants' Liability towards the Client	Requesting the client to please add the following clause: <i>"Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom"</i> .	The terms and conditions of the RfQ cum RfP document remains unchanged.
34.	Section III: Special Conditions of Contract 6.8.1: Payment Terms; Page No 111 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:	1. <b>Milestone No. 4:</b> Base Mapping is a critical exercise which apart from surveying and mapping, includes collection, mapping and analysis of revenue information for ownership and verification of site boundary; and the procurement of satellite imagery. This is a time taking and physical resource intensive process. We request that the Base Map deliverable payment terms be revised to 10 percent of the total fee value.  2. <b>Milestone No. 11:</b> From our experience of statutory processes on similar	The terms and conditions of the RfQ cum RfP document remains unchanged.

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