

### Reply to Queries

#### Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Integrated Manufacturing Cluster (IMC) at Gaya in Bihar under Amritsar Kolkata Industrial Corridor (AKIC) Project

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
<b>LEA Associates</b>				
1.	Clause 2.1.22, Pg. 6	Project Office: Consultant is advised to have their main Project Office at Patna, Bihar.	The site is located within the distance of 50 km from Gaya City. We request to change the project office setup to Gaya instead of Patna (150 km from the site)	The terms and conditions of the RfQ cum RfP document remains unchanged.
2.	Clause 2.11.3 Negotiation, Pg. 20	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 in the remuneration, which will not exceed 80 (eighty) percent of the remuneration	We request for relaxation in fees, in case of any substitution, due to genuine reasons. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.		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.		
3.	Clause 2.17.2 List of minimum key personnel/ staff, 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.	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.	Refer Corrigendum No. 4 .
4.	Clause No. 2.17.3 Pg.24, Position No.1	Team Leader	We request you to reduce the minimum years of experience for Team leader to 15 years. 15 years is adequate for leading multidisciplinary teams for this nature of project.	The terms and conditions of the RfQ cum RfP document remains unchanged.
5.	Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point B3	Overseas/ International experience- 10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial etc. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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6.	Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
7.	Clause 5.13.8 Scope of Services for Branding strategy, pg. 88,89	(vii) Concept development, production and execution of all marketing and sales campaigns and the branding and marketing materials for the project.	<p>Kindly confirm our understanding of this scope:</p> <ul style="list-style-type: none"> <li>The Consultant shall prepare the concepts and designs of all branding material; however the cost of production of branding material shall be borne by the Client.</li> <li>Road shows/investors conferences shall be hosted by the Client; Consultant shall prepare and provide the necessary technical presentations &amp; designs for brochures which shall be printed by the Client</li> </ul> <p>In case the Consultant is required to travel to the location of any road shows / investor conferences, the Client shall bear the travel and accommodation expenses of the Consultant</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.
8.	Clause 5.14.1 pg. 89 and clause 6.8.1, Pg. 109 & 110	Deliverables and Timeframe and fees payable	Kindly add the "Submission of TOR to MoEFCC for Environment clearance" as one of the deliverable so as to initiate the EIA related works timely.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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9.	II. General Conditions of Contract,  Clause 6.8.2, Payment to Consultants,  Pg.104	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.	Based on Consultant experience of on-going project, it is tedious to obtain State approval. We therefore, request NICDC to relax the payment conditions and amend the clause as per following:  “Upon submission of a deliverable it is to be presented before NICDC and State Authorities through VC say within 5 days, and whatever would be their comments, shall be accordingly incorporated say another 5 days’ time” and major payment would be released to consultant thereafter, rather than waiting and pursuing for approval from State.  In between, due to series of submissions with a very short gap in between, kindly consider to release 90% payment due against a particular milestone if comments/approval from the respective State Government is not received within 10 days from the date of forwarding the report.	The terms and conditions of the RfQ cum RfP document remains unchanged.
10.	II. General Conditions of Contract,	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	We request for reduction in liquidated damages to 0.5% of the contract fees.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.	Clause 6.11 Liquidated damages, Pg. 105	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.		
11.	III. Special Conditions of Contract,  Clause 6.8.1, Pg. 109,110	Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies...	Since a large number of surveys are involved during master plan preparation it is desired that the payment upto the 7 <sup>th</sup> deliverable be increased from 40% to 50%.	The terms and conditions of the RfQ cum RfP document remains unchanged.
12.	Annexure C  Pg. 117		The site map does not have proper reference. Please provide some more references for locating the exact boundary.	The terms and conditions of the RfQ cum RfP document remains unchanged.
13.			Finally, we request for 2-3 weeks' timeframe for submission of bids, after receiving pre-bid clarifications.	Refer Corrigendum No. 4 .
14.	Section 2. Instruction to Consultants, 2.5.5	For the successful bidder the Performance Security shall be retained by the Client until the completion of the assignment by the Consultant and be released 180 days after the completion of the assignment	The normal practise of duration of holding the Performance Security for similar bids is the Contract duration plus 90 days.  Also the withholding of the amount will be a financial burden on the bidder due to the effect	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	Performance Security, page 8		of the ongoing pandemic on the economy and cash flows  Please consider and confirm.	
15.	Section 2. Instruction to Consultants, Clause 2.7.3, Pg. 11	The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	We request that Team Leader with long term contract with the bidding firm or have a dedicated full-time contract to work on this project may please be considered eligible for the bid. Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
16.	Section 2. Instruction to Consultants Clause 2.11.3 Negotiation, Pg. 19	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of 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	We request for relaxation on substitution of key experts, due to other constricting reasons beyond the bidder and replacement with equal or better CV for the position in consideration. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		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.		
17.	Section 2. Instruction to Consultants, 2.17 Tentative Schedule for Selection Process, page 22	Proposal Due Date: 10.05.2021	We request at least 3 weeks' timeframe for submission of bids, after the issue of pre-bid clarifications.	Refer Corrigendum No. 4 .
18.	Section 2. Instruction to Consultants, Clause 2.17.2 List of minimum key personnel/ staff, 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.	Based on our experience of similar assignments 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.	Refer Corrigendum No. 4 .
19	Section 2. Instruction to Consultants, Clause No. 2.17.3 Pg.24, Qualification and	Team Leader: Minimum years of professional experience	We request you to reduce the minimum years of experience for Team leader to 15 years. 15years is adequate for leading multidisciplinary teams for this nature of project and is a standard practice in the country for similar bids.	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.	competence of Key Staff			
20.	Section 2. Instruction to Consultants, Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point B3	Overseas/ International experience-10%	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, Structural Engineer, Road Expert, GIS, financial etc. as local norms have to be followed. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
21.	Section 2. Instruction to Consultants, Clause 2.17.4, Pg. 28, Evaluation criteria for Key personnel/ staff, Point D.	Association with the Firm-10%	We request for removal of weightage with respect to 'association with firm' especially in reference to Clause 2.7.3 wherein contractual employees are being allowed to be included as part of team. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
22.	Annexure C pg. 117		The site map does not have proper reference. Please provide references for locating the exact boundary.  Also, from Preliminary Analysis of Villages, It is observed that the part of villages comes under Protected forest zone. Kindly confirm whether the proposed site comes under forest zone.	The terms and conditions of the RfQ cum RfP document remains unchanged.



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<b>CEG India Pvt. Ltd.</b>				
1.	<b>RFP page 11 Clause 2.7.3</b>	The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.	We request authority to allow TL position to deploy from Inhouse or outside.	The terms and conditions of the RfQ cum RfP document remains unchanged.
2.	<b>RFP page 16 Cl. 2.9.4</b> (b) Experience of Engineering Design ....during last 10 years.	Many National & State Highway Projects pass through city areas and drainage, Utilities shifting & Planning, Service Roads etc. are involved.	Kindly consider such projects also in similar experience.	The terms and conditions of the RfQ cum RfP document remains unchanged.
3.	<b>RFP page 17 Cl. 2.9.4 (d)</b> Project related to EIA studies and EIA clearance in last 5 years in India	We hope that projects falling under State Level EC will also be considered	Kindly clarify.	The terms and conditions of the RfQ cum RfP document remains unchanged.
4.	<b>RFP page 19 Clause 2.11.3</b>	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.	We request for relaxation in reduction of the fee, in case of any substitution, due to genuine reasons. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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		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.								
5.	<p><b>RFP Page 22 Cl. 2.17 Tentative schedule for selection process</b> The Client will Endeavour to follow the following schedule:</p> <table border="1" data-bbox="255 962 616 1366"> <tr> <td data-bbox="255 962 463 1098">Date of issue of RFQ CUM RFP</td> <td data-bbox="463 962 616 1098">01.04.2021</td> </tr> <tr> <td data-bbox="255 1098 463 1302">Last date for receiving queries /requests for clarifications</td> <td data-bbox="463 1098 616 1302">14.04.2021</td> </tr> <tr> <td data-bbox="255 1302 463 1366">Pre-bid meeting</td> <td data-bbox="463 1302 616 1366">16.04.2021</td> </tr> </table>	Date of issue of RFQ CUM RFP	01.04.2021	Last date for receiving queries /requests for clarifications	14.04.2021	Pre-bid meeting	16.04.2021	The Tentative schedule for selection process is not matching with the various dates as mentioned in Data Sheet	Kindly clarify.	Refer Corrigendum No. 4.
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S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC				
	<table border="1"> <tr> <td data-bbox="264 242 465 443">Client's response to queries/ requests for clarifications</td> <td data-bbox="472 242 611 443">22-04-2021</td> </tr> <tr> <td data-bbox="264 448 465 510">Proposal Due Date</td> <td data-bbox="472 448 611 510">10-05-2021</td> </tr> </table>	Client's response to queries/ requests for clarifications	22-04-2021	Proposal Due Date	10-05-2021			
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Proposal Due Date	10-05-2021							
6.	<b>RFP page 24 Clause No. 2.17.2</b>	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.	We feel 70 man-months for key experts are 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.	The terms and conditions of the RfQ cum RfP document remains unchanged.				
7.	<b>RFP page 24 Clause No. 2.17.3 Team Leader</b>	Minimum No. of years of Professional Experience-20	We request you to reduce the minimum years of experience for Team leader to 15 years. 15 years is adequate for leading multi disciplinary teams for this nature of project.	The terms and conditions of the RfQ cum RfP document remains unchanged.				
8.	<b>RFP Page 25 Cl. 2.17.3 Qualification and competence of key staff</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.	Requesting the client to reduce the international experience of the expert from 5 years to 3 years. For consideration please.	The terms and conditions of the RfQ cum RfP document remains unchanged.				

<b>S.No.</b>	<b>Ref. Clause No.</b>	<b>Reference/Description</b>	<b>Consultant Queries/Comments</b>	<b>Response from NICDC</b>
9.	<b>RFP page 28 Clause No. 2.17.4 Evaluation criteria for Key personnel/ staff</b>	B.3 Overseas/ International experience	International experience does not find relevance for many of the disciplines for e.g. in case of procurement, GIS, financial etc. We request NICDC to therefore remove the 10% weightage assigned to every key expert CV on international experience. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
10.	<b>RFP page 63 Cl. 5.2.3</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.	We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third party proof check, is to be diligently adhered/ complied to by the consultant at no additional costs. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
11.	<b>RFP page 66 Clause 5.5.2.1 Surveys and Investigations,</b>	The consultant shall procure the data regarding land boundaries, topography, land acquisition etc.	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 terms and conditions of the RfQ cum RfP document remains unchanged.
12.	<b>RFP page 66 Clause 5.5.2.1</b>	Surveys and Investigations	Item related to 'Survey & investigation' need to include in BOQ so that consultants can give rates appropriately	The terms and conditions of the RfQ cum RfP document remains unchanged.

<b>S.No.</b>	<b>Ref. Clause No.</b>	<b>Reference/Description</b>	<b>Consultant Queries/Comments</b>	<b>Response from NICDC</b>
13.	<b>RFP page 67 Clause 5.5.2.7 Surveys and Investigations,</b>	The Consultant shall conduct traffic surveys including traffic volume count and origin-destination surveys	Kindly suggest the minimum requirement for traffic volume count and origin-destination surveys. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
14.	<b>RFP page 67 Clause 5.5.2.8 Surveys and Investigations,</b>	The Consultant shall carry out geotechnical investigations and sub-surface explorations	Kindly suggest the minimum requirement for surveys. Kindly consider and confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged.
15.	<b>RFP page 89 Clause 5.13.8 Scope of Services for Branding strategy:</b>	(vii) Concept development, production and execution of all marketing and sales campaigns and the branding and marketing materials for the project.	<p>Kindly confirm our understanding of this scope:</p> <ul style="list-style-type: none"> <li>• The Consultant shall prepare the concepts and designs of all branding material; however the cost of production of branding material shall be borne by the Client.</li> <li>• Road shows/ investors conferences shall be hosted by the Client; Consultant shall prepare and provide the necessary technical presentations &amp; designs for brochures which shall be printed by the Client</li> </ul> <p>In case the Consultant is required to travel to the location of any road shows / investor conferences, the Client shall bear the travel and</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.

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			accommodation expenses of the Consultant.													
16.	<b>RFP Page 89 Section 5; clause 5.14, sub-clause 5.14.1</b>	It is dependent on procurement of satellite Imagery and about 2 months may be required for procurement of satellite Imagery. Notification of Final Master Plan will undergo state government process which can consume more time than designated.	<p>2. Based on earlier experiences, we are of the opinion that a minimum of 1.5 to 2 months is required to carry out a comprehensive Market demand analysis. For consideration please.</p> <p>3. Kindly Consider this deliverable duration D+4 months and accordingly other activities can be adjusted.</p> <p>8. Therefore, we request you not to include that period in total deliverable timelines.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged.												
	<table border="1"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>2.</td> <td>Market demand analysis</td> <td>D+1 month</td> </tr> <tr> <td>3.</td> <td>Final Base map</td> <td>D+2 months</td> </tr> <tr> <td>8.</td> <td>Design basis report &amp; Notification of Final Master Plan</td> <td>D+7 month</td> </tr> </tbody> </table>	S. No	Milestone	Duration	2.	Market demand analysis	D+1 month	3.	Final Base map	D+2 months	8.	Design basis report & Notification of Final Master Plan	D+7 month			
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2.	Market demand analysis	D+1 month														
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17.	<b>RFP page 90 Clause 5.14.1 and clause 6.8.1 pg 110</b>	Deliverable 12 Preparation of RFP document for selection of PMC;	Broad scope of services for Part 11 is Preparation of tender documents and drawings for selection of contractor(s) and in clause 5.13, pg. 85 whereas deliverable 12 is "Selection of PMC and Preparation of tender documents and drawings for selection of contractor(s). Not in synchronization with the scope. Kindly clarify.	The terms and conditions of the RfQ cum RfP document remains unchanged.												

S.No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
18.	<b>RFP page 99 Clause 6.3.2</b>	Commencement of Services: 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.	Requesting the client to allow at least 30 days for the commencement of services as the time required for mobilization of key experts. Kindly consider.	The terms and conditions of the RfQ cum RfP document remains unchanged.
19.	<b>Section II: General Conditions of Contract 6.11: Liquidated Damages; Page No 105</b>	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. Kindly consider.	The terms and conditions of the RfQ cum RfP document remains unchanged.
20.	<b>RFP page 117 Annexure C</b>	Area of Proposed land is not clear	Kindly inform area to be planned.	The terms and conditions of the RfQ cum RfP document remains unchanged.

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21.	<b>Section 4 Financial Proposal</b>	Terms of Reference specifies requirement of Traffic Surveys, material Surveys, Geotechnical Investigation, Base Line data Collection for EIA etc. but Financial Proposal format does not have provision for making provision in fees.	Kindly add provision for various Surveys & Investigations.	The terms and conditions of the RfQ cum RfP document remains unchanged.



S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
<b>EGIS</b>				
1.	Tender Notice Page No II	Consultants to be appointed on the basis of “National Competitive Bidding (NCB)”	It is our understanding that Lead member shall be a company incorporated in India and parent company or sister concern of the same group/ parent company, incorporated outside India can be a consortium member. Please confirm.	The understanding is correct. The terms and conditions of the RfQ cum RfP document remains unchanged
2.	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
3.	Section 2: Instructions to Consultants  2.17.2; Page No 24	The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 70 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.	As per understanding 70 man-months is very less time for completing the deliverables considering the scale of the assignment.  Thus, we request NICDC to increase the man-months of the key experts to 120 months.	Refer Corrigendum No. 4
4.	Section 2: Instructions to Consultants  2.17.3 (1): Team Leader; Page No	The Team leader may be either from the Lead member of the consortium or the JV partner.	We request the client to allow Team Leader from any member of the Consortium.	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.	24			
5.	Section 2: Instructions to Consultants 2.17.3 (1): Team Leader; Page No 24	The Team leader may be either from the Lead member of the consortium or the JV partner.	We request the client to allow 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
6.	Section 2: Instructions to Consultants 2.17.3 (2): Senior Urban Planner / Senior Master Planner; Page No 25	At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	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
7.	Section 2: Instructions to Consultants 2.17.3 (3): Senior Infrastructure Planner/ Engineer; Page No 25	At least 5 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.	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
8.	Section 3: Technical Proposal – Standard Forms	<ul style="list-style-type: none"> <li>Projects without the proof of experience from client will not be considered for evaluation.</li> </ul>	In prevailing situation, it may be difficult to obtain progressive completion certificates from Clients.	The terms and conditions of the RfQ cum RfP document remains unchanged

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	Form 3 I: Applicant's Experience; Page No 49	<ul style="list-style-type: none"> <li>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.</li> </ul> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p>	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.																																					
9.	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 structural designer/engineer before submitting for the approval of the client. The cost of proof checking shall be borne by the consultant.	We request that proof checking be conducted independently by the client. Any design changes, if required as per the independent third party proof check, is to be diligently adhered/ complied to by the consultant at no additional costs.	The terms and conditions of the RfQ cum RfP document remains unchanged																																				
10.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	<p>Deliverables and Timeframe</p> <p>3. Final Base Map</p> <table border="1" data-bbox="495 1102 1016 1358"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception report and Quality Assurance Plan</td> <td>D+15 days</td> </tr> <tr> <td>2</td> <td>Market demand analysis</td> <td>D+1 month</td> </tr> <tr> <td>3</td> <td>Final Base map</td> <td>D+2 months</td> </tr> <tr> <td>4</td> <td>Land suitability analysis and technical assessment report</td> <td>D+2.5 months</td> </tr> <tr> <td>5</td> <td>Preliminary master plan report</td> <td>D+3 months</td> </tr> <tr> <td>6</td> <td>Final Master plan report and preliminary financial model</td> <td>D+4 months</td> </tr> <tr> <td>7</td> <td>Urban design / Landscaping / Branding guidelines/Plot control sheets</td> <td>D+4.5 months</td> </tr> <tr> <td>8</td> <td>Design basis report &amp; Notification of Final Master Plan</td> <td>D+7 months</td> </tr> <tr> <td>9</td> <td>Draft preliminary design report including detailed economic analysis along with costing</td> <td>D+8 months</td> </tr> <tr> <td>10</td> <td>Final Environment Clearance</td> <td>D+9 months</td> </tr> <tr> <td>11</td> <td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets</td> <td>D+10 months</td> </tr> </tbody> </table>	S. No	Milestone	Duration	1	Inception report and Quality Assurance Plan	D+15 days	2	Market demand analysis	D+1 month	3	Final Base map	D+2 months	4	Land suitability analysis and technical assessment report	D+2.5 months	5	Preliminary master plan report	D+3 months	6	Final Master plan report and preliminary financial model	D+4 months	7	Urban design / Landscaping / Branding guidelines/Plot control sheets	D+4.5 months	8	Design basis report & Notification of Final Master Plan	D+7 months	9	Draft preliminary design report including detailed economic analysis along with costing	D+8 months	10	Final Environment Clearance	D+9 months	11	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 months	<p>Based on experience from similar assignments it is felt that the time period given for completion of base map (i.e. 2 months) is insufficient and should be increase to at least 4 months from the date of start of assignment considering the level of effort involved and the fact that procurement of satellite imagery through NRSC can take a lot of time.</p> <p>The total assignment duration maybe kept same by adjusting delivery time of milestones</p>	The terms and conditions of the RfQ cum RfP document remains unchanged
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.			after Milestone 7. Urban design/ landscaping/ branding guidelines and onwards.																																					
11.	Section 5: Terms of Reference 5.14: Deliverables and timeframe; Page No 89	<p>Deliverables and Timeframe</p> <p>8. Design basis report &amp; Notification of Final Master Plan</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception report and Quality Assurance Plan</td> <td>D+15 days</td> </tr> <tr> <td>2.</td> <td>Market demand analysis</td> <td>D+1 month</td> </tr> <tr> <td>3.</td> <td>Final Base map</td> <td>D+2 months</td> </tr> <tr> <td>4.</td> <td>Land suitability analysis and technical assessment report</td> <td>D+2.5 months</td> </tr> <tr> <td>5.</td> <td>Preliminary master plan report</td> <td>D+3 months</td> </tr> <tr> <td>6.</td> <td>Final Master plan report and preliminary financial model</td> <td>D+4 months</td> </tr> <tr> <td>7.</td> <td>Urban design / Landscaping / Branding guidelines/Plot control sheets.</td> <td>D+4.5 months</td> </tr> <tr> <td>8.</td> <td>Design basis report &amp; Notification of Final Master Plan</td> <td>D+7 months</td> </tr> <tr> <td>9.</td> <td>Draft preliminary design report including detailed economic analysis along with costing</td> <td>D+8 months</td> </tr> <tr> <td>10.</td> <td>Final Environment Clearance</td> <td>D+9 months</td> </tr> <tr> <td>11.</td> <td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets</td> <td>D+10 months</td> </tr> </tbody> </table>	S. No	Milestone	Duration	1.	Inception report and Quality Assurance Plan	D+15 days	2.	Market demand analysis	D+1 month	3.	Final Base map	D+2 months	4.	Land suitability analysis and technical assessment report	D+2.5 months	5.	Preliminary master plan report	D+3 months	6.	Final Master plan report and preliminary financial model	D+4 months	7.	Urban design / Landscaping / Branding guidelines/Plot control sheets.	D+4.5 months	8.	Design basis report & Notification of Final Master Plan	D+7 months	9.	Draft preliminary design report including detailed economic analysis along with costing	D+8 months	10.	Final Environment Clearance	D+9 months	11.	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	D+10 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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12.	Section II: General Conditions of Contract 6.3.2: Commencement of Services;; Page No 99	<p>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.</p>	<p>Requesting the client to allow at least 30 days for the commencement of services.</p>																																					
13.	Section II: General Conditions of Contract 6.3.5: Force Majeure; Page No	<p>6.3.5 Force Majeure</p> <p>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</p>	<p>As per accepted best practices for contract, we recommend the following definition for "Force Majeure" to be considered:</p> <p>"Neither party to this Contact shall be liable for any failure or delay on its part in performing</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged</p>																																				

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
	99	<p>performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p> <p>6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:</p> <p>a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other party as soon as possible about the occurrence of such an event.</p> <p>c) the dates of commencement and estimated cessation of such event of Force Majeure; and</p>	<p>any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God".</p> <p>We also recommend to specify 14 days for sharing information to other party about the occurrence of such event.</p> <p>Requesting the client to please consider it during execution of the contract,.</p>	

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.		<i>d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.</i>		
14.	Section II: General Conditions of Contract 6.4.2: Page No 100	Termination by the Consultants	Requesting the client to add the following clause:  In case the client commits the material breach of any of the terms & conditions of this contract and is called upon to rectify such breach and fails to rectify the same within the notice period or such extended or further period as may be agreed between the parties.	The terms and conditions of the RfQ cum RfP document remains unchanged
15.	Section II: General Conditions of Contract 6.6.2.1: Removal and/ or Replacement of Key Personnel; Page No 103	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,	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.	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		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.		
16.	Section II: General Conditions of Contract  6.8.2: Payment to the Consultants; Page No 104	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 comeback with comments in time for the next deliverable. This change will significantly improve the cash flow for the consultant in case of delays which are not attributable to Consultant and NICDC.	The terms and conditions of the RfQ cum RfP document remains unchanged
17.	Section II: General Conditions of Contract  6.11: Liquidated Damages; Page No 105	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.	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

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.		The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.		
18.	Section II: General Conditions of Contract  6.13.2; Page No 106	Indemnity	As per accepted best practices for contract, we suggest capping of Indemnity up to a maximum of agreement value.  Please confirm.	The terms and conditions of the RfQ cum RfP document remains unchanged
19.	Section III: Special Conditions of Contract  6.5.7; Page No 108	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
20.	Section III: Special Conditions of Contract	Risks and coverage	We understand that large consultancy organisation generally take insurances for their overall contracts under an Umbrella policy.	The terms and conditions of the RfQ cum RfP document remains unchanged



S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC																																																
.	6.5.8 Risks and coverage; Page No 109		Requesting the client to please confirm if the same should be acceptable subject to attestation of client name on the policy documents.																																																	
21.	Section III: Special Conditions of Contract  6.8.1: Payment Terms; Page No 110	<p>Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by NICDC and State/Nodal agencies:</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Milestone</th> <th>Fee Payable (%)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception report and Quality Assurance Plan</td> <td>5</td> </tr> <tr> <td>2.</td> <td>Market demand analysis</td> <td>5</td> </tr> <tr> <td>3.</td> <td>Final Base map</td> <td>5</td> </tr> <tr> <td>4.</td> <td>Land suitability analysis and technical assessment report</td> <td>10</td> </tr> <tr> <td>5.</td> <td>Preliminary master plan report</td> <td>5</td> </tr> <tr> <td>6.</td> <td>Final Master plan report and preliminary financial model</td> <td>10</td> </tr> <tr> <td>7.</td> <td>Urban design / Landscaping / Branding guidelines/Plot control sheets</td> <td>5</td> </tr> <tr> <td>8.</td> <td>Design basis report &amp; Notification of Final Master Plan</td> <td>5</td> </tr> <tr> <td>9.</td> <td>Draft preliminary design report including detailed economic analysis along with costing</td> <td>10</td> </tr> <tr> <td>10.</td> <td>Final Environment Clearance</td> <td>10</td> </tr> <tr> <td>11.</td> <td>Final preliminary design report with 3D model and tender packages &amp; BIM model &amp; Final plot control sheets</td> <td>10</td> </tr> <tr> <td>12.</td> <td>Preparation of RFP document for selection of PMC</td> <td>5</td> </tr> <tr> <td>13.</td> <td>Selection of EPC/DB contractor(s) as per approved packages</td> <td>5</td> </tr> <tr> <td>14.</td> <td>Review of GFC's</td> <td>5</td> </tr> <tr> <td>15.</td> <td>Hand holding and assistance to client</td> <td>5</td> </tr> </tbody> </table> <p>1. Milestone No. 3: Final Base map Milestone No. 8: Design basis report &amp; Notification of Final Master Plan</p>	S. No	Milestone	Fee Payable (%)	1.	Inception report and Quality Assurance Plan	5	2.	Market demand analysis	5	3.	Final Base map	5	4.	Land suitability analysis and technical assessment report	10	5.	Preliminary master plan report	5	6.	Final Master plan report and preliminary financial model	10	7.	Urban design / Landscaping / Branding guidelines/Plot control sheets	5	8.	Design basis report & Notification of Final Master Plan	5	9.	Draft preliminary design report including detailed economic analysis along with costing	10	10.	Final Environment Clearance	10	11.	Final preliminary design report with 3D model and tender packages & BIM model & Final plot control sheets	10	12.	Preparation of RFP document for selection of PMC	5	13.	Selection of EPC/DB contractor(s) as per approved packages	5	14.	Review of GFC's	5	15.	Hand holding and assistance to client	5	<p><b>Milestone No. 3:</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.</p> <p><b>Milestone No. 8:</b> From our experience of statutory processes on similar projects; we understand that the Notification of Final Master Plan being state subject, sometimes '<i>Notification of the master plan</i>' does not happen even after all the other Deliverables of the assignment are completed. We request</p>	The terms and conditions of the RfQ cum RfP document remains unchanged
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			exclusion of this deliverable and the payment terms to be modified accordingly.	

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
<b>TCE Ltd</b>				
1.	Clause 2.3; Page 7	Clarification and/ or interpretation of reports: After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.	Request to consider time duration of 10 days as relevant key resources may be required to address the same.	The terms and conditions of the RfQ cum RfP document remains unchanged
2.	Clause 5.2.3, Page 63	IIT vetting of structural drawings	As per RFP, scope includes only preliminary design. There after detailed design and IIT vetting comes under contractor's scope. Hence this work may be excluded from consultant's scope.	The terms and conditions of the RfQ cum RfP document remains unchanged
3.	Clause 5.5.2, Page 66	Survey and investigations	<ul style="list-style-type: none"> <li>• Presume, that R&amp;R surveys are excluded from this assignment. Please Confirm</li> <li>• The project boundary physically at site will be shown by client / Concerned authorities.</li> </ul> Presume the surveys are confined to the project area boundary only. Design of external infrastructure system for Power and Water is	The terms and conditions of the RfQ cum RfP document remains unchanged.

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.			not in the scope; only sources needs to be identified. Please Confirm	
4.	Clause 2.1.22, Page 6	Project office	It is requested to provide office space by client	The terms and conditions of the RfQ cum RfP document remains unchanged
5.	General	General	Request to specify the extent of data available with AKIC	The terms and conditions of the RfQ cum RfP document remains unchanged
6.	Clause 2.17.3, Page 25	<b>Senior Urban Planner / Senior Master Planner</b>  Should be a Postgraduate in Urban Planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. Fully conversant with the local bye laws and regional level planning norms. Experience in preparation of city level/township level Development Plans/Master Plans with fair knowledge about infrastructure and utilities. At least 5 out of the 15 years'	We request you to kindly reduce the international experience requirement to 3 years and amend the clause as mentioned below:  Should be a Postgraduate in Urban Planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. Fully conversant with the local bye laws and regional level planning norms. Experience in preparation of city level/township level Development Plans/Master Plans with fair knowledge about infrastructure and utilities. At least <del>3</del> 5-out of the 15 years' experience should be	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC																		
		experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.	international experience in the planning and design of economic clusters or corridors, townships, or campus developments.																			
7.	Clause 2.17.3, Page 25	<p><b>Senior Infrastructure Planner/ Engineer</b></p> <p>Should be a Postgraduate in Infrastructure Planning/ Engineering or related field with relevant experience in Infrastructure Planning/Designing of Integrated Industrial Townships, large campuses or area development projects. At least 5 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.</p>	<p>We request you to kindly reduce the international experience requirement to 3 years and amend the clause as mentioned below:</p> <p>Should be a Postgraduate in Infrastructure Planning/ Engineering or related field with relevant experience in Infrastructure Planning/Designing of Integrated Industrial Townships, large campuses or area development projects. At least <del>5</del> 3 out of the 15 years should be international experience in Infrastructure planning and designing of economic cluster or corridors townships or campus developments.</p>	The terms and conditions of the RfQ cum RfP document remains unchanged																		
8.	Page 34	<p>Form 3C: Format for Pre-qualification Proposal:</p> <table border="1" data-bbox="510 1106 1016 1233"> <thead> <tr> <th colspan="3" data-bbox="510 1106 1016 1126">(Average Annual Turnover of Applicant)</th> </tr> <tr> <th data-bbox="510 1137 555 1158">SN</th> <th data-bbox="555 1137 808 1158">Financial years</th> <th data-bbox="808 1137 1016 1174">Revenue from Consultancy Services (INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="510 1174 555 1195">1.</td> <td data-bbox="555 1174 808 1195">2018-19</td> <td data-bbox="808 1174 1016 1195"></td> </tr> <tr> <td data-bbox="510 1195 555 1216">2.</td> <td data-bbox="555 1195 808 1216">2019-20</td> <td data-bbox="808 1195 1016 1216"></td> </tr> <tr> <td data-bbox="510 1216 555 1236">3.</td> <td data-bbox="555 1216 808 1236">2020-21</td> <td data-bbox="808 1216 1016 1236"></td> </tr> <tr> <td data-bbox="510 1236 555 1256">4.</td> <td data-bbox="555 1236 808 1256">Average Annual Turnover</td> <td data-bbox="808 1236 1016 1256"></td> </tr> </tbody> </table>	(Average Annual Turnover of Applicant)			SN	Financial years	Revenue from Consultancy Services (INR)	1.	2018-19		2.	2019-20		3.	2020-21		4.	Average Annual Turnover		Since the statutory auditor report for FY 2020-21 is under process, so we request you to kindly consider the average annual turnover for FY 2017-18,2018-19 and 2019-20.	The terms and conditions of the RfQ cum RfP document remains unchanged
(Average Annual Turnover of Applicant)																						
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<b>SYSTRA</b>				
1.	CI No. 2.7.3		We request to allow Team Leader from any of JV Partner instead of from Lead Partner. Further, we request at least you mentioned total man months require for TL position.	The terms and conditions of the RfQ cum RfP document remains unchanged
2.	CI No. 2.17.2		Looking to the scope of works to justice, we believe key experts man months should be 200+ while support staff should be 150+. Request to relook please. In absence of such man months, there may be huge variations in financial quote and eventually difficult for the client to judge / evaluate at par. Further, there are many similar projects awarded, prices are in range of such opened financial but not on actual scope / inputs which is worry factor for other new entrant.	Refer Corrigendum No. 4
3.	Cl. No. 2.17.2		We request to allow all other key staff except TL to repeat in other Proposal being intermittent inputs.	The terms and conditions of the RfQ cum RfP document remains unchanged
4.	CI No. 6.5.8		We request to allow PLI from individual partner of their share rather than on JV name which is cumbersome process to deal with partners and to come to conclusion due to various legal	The terms and conditions of the RfQ cum RfP document remains unchanged

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			issues. This is our internal matter, but request it NICDC allow the same.	
5.	Section 5 ToR		We understand that the entire land is not in possession and also exact map / boundary is not available. In this situation, master planning as a whole may not start on time and hence entire project gets delay. In this case, request NICDC to address this issue. Since project is fixed price lump sum, it may get delay and eventually the consultant to load or absorb escalation on remuneration beyond 30 months. NICDC can allow price escalation beyond 30 months since land issue not attribute to the Consultant.	The terms and conditions of the RfQ cum RfP document remains unchanged
6.	2.1.22		We believe that the NICDC require only small coordination office in Patna with Project Coordinator full time to coordinate with all stakeholders. The consultant staff to visit frequently NICDC office but not Patna for meetings/presentation/discussions on deliverables.	The terms and conditions of the RfQ cum RfP document remains unchanged
<b>Tractebel</b>				
1.	2.1.22, Page No.6	Project Office Location At Patna	We understand that resources availability at project office shall be on need basis only and not	The terms and conditions of the RfQ cum RfP

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			for full time presence in the site office. Please clarify	document remains unchanged
2.	6.8.2- Payment Terms, Page No. 104	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	Please consider release of payment up to 85% against particular milestone within 30 days from date of invoice.	The terms and conditions of the RfQ cum RfP document remains unchanged
3.	Clause 6.11, Page No.105	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.	It is suggested that this should apply only in cases where the failure to complete by the Consultant is solely attributable to the Consultant. However, if the same is contributed to by the Client or is dependent on the approval from the State Government / Nodal agency then, the LDs should not apply.	The terms and conditions of the RfQ cum RfP document remains unchanged
4.	Clause 6.5.7, Page No. 108	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	It is suggested to add "gross" before the term "negligence".	The terms and conditions of the RfQ cum RfP document remains unchanged



S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		<p>or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p>	<p>The Consultant requests to delink the cap from the insurance proceeds and restrict to the Professional Fees and Reimbursable Expenditure made.</p>	
5.	Clause 6.5.8, Page No. 109	(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy	The minimum amount has not be stated. Please set out the same.	The terms and conditions of the RfQ cum RfP document remains unchanged

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		<p>Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>		
6.	6.13.2/Pg#116/128	<p>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</p>	<p>The obligation to indemnify and hold harmless is stated to be available against all claims, damages, losses etc whether directly or indirectly related to or arising from, among other things, breach by the Consultant of any of its obligations etc. It is requested that any indemnity or hold harmless obligations should be restricted to claims, damages, losses etc. ensuing directly from, among others, breach by the Consultant. That is, the Consultant suggests deletion of the word "indirect" as it appears in this clause.</p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged</p>

S. No.	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		<p>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>		
7.	Clause 2.17, Page No. 22	Proposal Due Date: 10-05-2021	Given the spike in cases of COVID-19 infections and a lockdown situation in Delhi. We request you to kindly give us 1 week after the situation normalizes to do activities which require physical presence which is not possible in this situation like signing of PoA & MoUs along with notarization etc	Refer Corrigendum No. 4



S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
<b>Fitchner</b>				
1.	-	General Query	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 terms and conditions of the RfQ cum RfP document remains unchanged
2.	Clause No. 6.8 Page no. 102	Payment to the consultant	<b>Kindly provide 10% Mobilization advance to the consultant for smooth functioning of the project</b>	The terms and conditions of the RfQ cum RfP document remains unchanged
3.	Clause 2.7.3 page no. 11	1.The team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.	<b>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.</b>	The terms and conditions of the RfQ cum RfP document remains unchanged
4.	Clause 2.9.4 Minimum Qualification Criteria (a) Page - 16	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 spread over minimum 5sq.km area with capital costs more than Rs. 500 Crore	<b>Kindly modify the clause as:</b> 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 spread over minimum 5 sq.km area with capital costs more than Rs. 300 Crore	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.		each on which the construction work has started. Experience of last ten years will only be considered.	each <b>for which Client Certification is provided.</b> Experience of last ten years will only be considered. <b>Please remove the requirement of Construction Work has been started</b>	
5.	Clause 2.9.4 Minimum Qualification Criteria (b) Page – 16 & 17	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, 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.	<b>Kindly modify the clause as:</b> Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) <b>Roads &amp; Bridges</b> or utility services (water supply, sewage disposal, drainage network, <b>lake Development/protection,</b> 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.	The terms and conditions of the RfQ cum RfP document remains unchanged
6.	Clause 2.9.4 Minimum Qualification Criteria (c) Page - 17	Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km. on which construction work has started.	<b>Kindly modify this clause as below:</b> Experience in preparation of Detailed Master Planning of SEZ, Industrial Park, Industrial/Residential Township, Smart City Project of similar nature of at least 5 sq.km. <del>on which construction work has started.</del>	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		Experience of last ten years will only be considered.	Experience of last ten years will only be considered.	
7.	Clause 2.9.5 Technical  Evaluation Criteria (a) Page - 17	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering for various trunk infrastructure components. The said project experience shall comprise of at least three different infrastructure components in the last ten years preceding the PDD, will be considered for the purpose of qualification. 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> </ul>	<p><b>Kindly modify the clause as:</b> Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed 5 nos of similar project of Master Planning and Preliminary Engineering / <b>Detail Project Report (as masterplanning and preliminary design is very much required in DPR) / Project Management Consultancy (PMC) for Smart Cities</b> for various trunk infrastructure components.</p> <p>The said project experience shall comprise of <b>at least two different infrastructure components</b> 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> </ul>	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
		<ul style="list-style-type: none"> <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.</p> <p>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.</p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p> <p><b>25 (Max. of 5 projects to be submitted)</b></p>	<ul style="list-style-type: none"> <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 <b>Project Management Consultancy (PMC) / for industrial estates/townships/ Smart City Projects/ special economic zones /special investment zones/ area development plans.</b></p> <p><b>1 Project separately related to EIA studies and EIA clearance in last 5 years also to be submitted.</b></p> <p>For Eligible Projects, ongoing projects completed to 80 percent can be considered.</p>	
8.	Clause no. 2.17.3 Qualification and	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	<b>Please modify the clause as below;</b> 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	The terms and conditions of the RfQ cum RfP document remains unchanged



S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
.	competence of key staff Page- 24	for master planning and infrastructure design components of large infrastructure development projects like Townships, SEZ's, Industrial cities, etc. Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience. The Team leader must be from the Lead member.	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/ <b>Deputy Team leader/ Project Director/ Project Coordinator</b> in at least <b>2 earlier Infrastructure Development</b> 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.	
9.	Clause no. 2.17.3 Qualification and competence of key staff Page- 25	2. Senior Urban Planner / Senior Master Planner 3. Senior Infrastructure Planner/ Engineer	Please remove the requirements of "At least 5 out of the 15 years' experience should be international experience" <b>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.</b>	The terms and conditions of the RfQ cum RfP document remains unchanged
10.	General Query Page 24	Clause no. 2.16.8 Qualification and competence of key staff  There is no position of Environmental Expert position mentioned.	<b>Environmental Expert Position should be accepted and added in Clause 2.17.3 Qualification and competence of key staff As per RFP Clause 5.13.4 there is Scope of work for <u>Environmental Impact Assessment</u> for this project</b> And <b><u>The Selected Consultant/s are required to prepare &amp; complete the EIA</u></b>	The terms and conditions of the RfQ cum RfP document remains unchanged

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC																																	
			<p><b><u>study as per the Model ToR issued by MoEF and also obtain the additional ToR for this project.</u></b></p> <p><b>Please confirm without Environmental Expert how this scope can be covered. Hence we request to add the Environmental Position</b></p>																																		
11.	Form 3C: Format for re-qualification Proposal: Page 35	<p>(Average Annual Turnover of Applicant)</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Financial years</th> <th>Revenue from Consultancy Services (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2018-19</td> <td></td> </tr> <tr> <td>2.</td> <td>2019-20</td> <td></td> </tr> <tr> <td>3.</td> <td>2020-21</td> <td></td> </tr> <tr> <td>4.</td> <td>Average Annual Turnover</td> <td></td> </tr> </tbody> </table> <p>Note: 1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by the Lead Member.</p>	SN	Financial years	Revenue from Consultancy Services (INR)	1.	2018-19		2.	2019-20		3.	2020-21		4.	Average Annual Turnover		<p>We request you to kindly consider the <b>Average Annual Turnover of last 3 years i.e; 2017-18, 2018-19 and 2019-2020 OR 2018-19, 2019-20 and 2020-21</b></p> <p><b>Please consider minimum Average Annual Turnover requirement of INR 100 crore as a combined one as this is a NCB project and project cost is not so high that Lead should require this huge turnover. Lead may have more than 30 crore and INR 100 crore can be combined one. Please modify the form accordingly as below;</b></p> <table border="1"> <thead> <tr> <th colspan="3">(Average Annual Turnover of Applicant)</th> </tr> <tr> <th>SN</th> <th>Financial years</th> <th>Revenue from Consultancy Services (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2017 - 18</td> <td></td> </tr> <tr> <td>2.</td> <td>2018 - 19</td> <td></td> </tr> <tr> <td>3.</td> <td>2019 - 20</td> <td></td> </tr> <tr> <td>4.</td> <td>Average Annual Turnover</td> <td></td> </tr> </tbody> </table>	(Average Annual Turnover of Applicant)			SN	Financial years	Revenue from Consultancy Services (INR)	1.	2017 - 18		2.	2018 - 19		3.	2019 - 20		4.	Average Annual Turnover		The terms and conditions of the RfQ cum RfP document remains unchanged
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			<p><b>Note:</b></p> <p>1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by all the members combined</p>	
12.	Clause 6.6.2.1 Page - 103	<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 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><b>Kindly modify the clause as:</b></p> <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 <del>two (2)</del> <b>Six (6)</b> 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. <b>It will be very difficult to get equally or better qualified</b></p>	<p>The terms and conditions of the RfQ cum RfP document remains unchanged</p>

S.No	Ref. Clause No.	Reference/Description	Consultant Queries/Comments	Response from NICDC
			personnel with reduced remuneration, so kindly allow for the substitution on same rates and remove the reduction of remuneration clause. <b>Please also allow the replacement of Team leader because replacement will be required only for health, resignation etc. ground.</b>	
13.	Clause 6.11 LIQUIDATED DAMAGES Page - 105	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.	<b>Kindly modify the clause as:</b> If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, <b>fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay or part thereof.</b> The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a <b>maximum of 5 %</b> of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract..	The terms and conditions of the RfQ cum RfP document remains unchanged
14.	As per portal	Bid Submission End Date 10-May-2021 03:00 PM	<b>Please extend the submission date at least 21 days from the date of receipt of Pre Bid reply.</b>	Refer Corrigendum No.4



Corrigendum No 4

Preparation of Detailed Master Plan and Preliminary Design Report for Roads & Services/ Utilities for Integrated Manufacturing Cluster (IMC) at Gaya in Bihar under Amritsar Kolkata Industrial Corridor (AKIC) Project

Sr. No.	Original Clause	To be read as
1.	<b>2.17 Tentative schedule for selection process</b>  Proposal Due Date - 10-05-2021	<b>2.17 Tentative schedule for selection process</b>  Proposal Due Date - <del>10-05-2021</del> <b>31-05-2021</b>
2.	2.17.1 Data sheet  Reference Clause 2.7.6  The last date of submission of Proposal is 05-04-2021 before 3:00 pm (IST).	2.17.1 Data sheet  Reference Clause 2.7.6  The last date of submission of Proposal is <del>05-04-2021</del> <b>31-05-2021</b> before 3:00 pm (IST).
3.	2.17.2 List of minimum key personnel/ staff  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 List of minimum key personnel/ sta  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 <del>70</del> <b>150</b> man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.