

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
1.	<p>Clause 9.7.2, page 28 Cover - II: Financial Bid (b) The Financial Bid shall take into account all the expenses and Tax liabilities and cost of insurance specified in the draft Contract, levies and other impositions applicable under the prevailing law on the Consultant, Sub-consultants and their Personnel. For the avoidance of doubt, it is clarified that all Taxes, excluding GST (which will be paid as per existing rules and regulations at the time of payment), shall be deemed to be included in the cost shown under different items of Financial Bid. The successful Bidder shall be paid only GST over and above the cost of Financial Bid. Further, all payments shall be subjected to deduction of Taxes at source as per Applicable Laws.</p>	<p>Please clarify that GST will be paid as per rules and regulations prevailing at the time of the supply of the Services. The fees and rates quoted herein are exclusive of the Central Goods and Services Tax and State Goods and Services Tax / Integrated Goods and Services Tax, as may be applicable, which is to be reimbursed extra at the rates in force. Should there be any additional imposition of new taxes/ levies or change in the tax rate/ tax laws, the same shall be paid extra by you.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
2.	<p>Clause 15.1.6, Page 34 ITB Pre-Qualification Criteria Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant. In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement;</p>	<p>We request that the criteria may be revised to provide better quality of entity bids. Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant. In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
3.	<p>Section 3: Bid Data Sheet, ITB 2.3, page 43 Last date of submission</p>	<p>We request to extend the bid submission date by 4 weeks given the pandemic situation</p>	<p>Refer Corrigendum 1</p>

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Sr. No.	Clause	Query	Response from NICDC
	Last date & time for submission of online Bids and hard copy of original instruments i.e. Bid Security, RFQ cum RFP Processing Fee, PoAs and Joint Bidding Agreement Date: 25/06/2021; Time: Latest by 1500 Hrs (IST)		
4.	Form 40: Page 76 Staffing Plan for additional personnel As per staffing plan total 8 person months per year are to be considered for Structural Engineering	The manpower as per staffing plan is not sufficient & consultant reserves right to amend manpower requirement as per scope. Please confirm.	The conditions of the RfQ cum RfP remains unchanged.
5.	FORM 40: Page 76 & 77 Staffing Plan for additional personnel 3. All Personnel must have at least a graduate degree in the relevant field from an accredited university and relevant experience in each one of the functional areas.	Please clarify if CVs need to be provided for the additional staff? Additionally, environmental and landscape experts is not included in the list of staff. Request you to add the same* (Can be skipped if it's too early to make recommendations.)	The conditions of the RfQ cum RfP remains unchanged.
6.	Clause 1.5.2, page 95 DNGIR	Please share the master plan and area layouts of MMTH for better scope understanding.	Refer Annexure to the Corrigendum 1
7.	Clause 1.6.3, Page 97 About area Inconsistency in area of MMTH reported. Type error in area units mentioned in table	Please confirm the actual area of MMTH is 358.57 acres and GC scope restricted to this area only.	Refer Corrigendum 1
8.	Clause 1.6.4, page 97 About area Of the ~145 Ha of MMTH plot area, the railway & ISBT / LBT facility is planned to account for 19% of the total area and ~35% of the total area is planned to be utilized for commercial, retail & hotels development. The remaining area is planned to be utilized for parking, roads, green area etc. The details of the land use plan are as shown as below:	Plot areas for the various components have been provided in the table. Can you please share the planned number of buildings for each development category with the proposed approximate built-up areas?	The conditions of the RfQ cum RfP remains unchanged.

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9.	Clause 1.6.4, Page 97 About area Roads Area 98,494 m ² (19%)	How many structures and its type are planned within this area	The conditions of the RfQ cum RfP remains unchanged.						
10.	Clause 1.6.4, Page 97 About area Of the ~145 Ha of MMTH plot area	Plot areas for the various components have been provided in the table. Can you please share the planned number of pedestrian crossing FOBs for each development category	The conditions of the RfQ cum RfP remains unchanged.						
11.	Clause 1.6.4, Page 97 About area Of the ~145 Ha of MMTH plot area 16,037 (3%) Multi-level Car Parking	Please provide the no. of structures and its type	The conditions of the RfQ cum RfP remains unchanged.						
12.	Clause 1.6.3, Section 6, Page 97 Background and Introduction As per clause 1.6.3 (pdf page no. 97 of 189), the MMTH is planned across an area of 145 Ha.	In Table (1.6.4) the area is mentioned as Ha but the numbers in the table seems to be in erroneous i.e. units might be different. Snapshot is given below. Please confirm. <table border="1" data-bbox="994 798 1588 906"> <thead> <tr> <th>#</th> <th>MMTH Components</th> <th>Area (in Ha)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Plot Area (Zone I + Zone II+ Coach Maintenance Yard)</td> <td>14,51,107</td> </tr> </tbody> </table>	#	MMTH Components	Area (in Ha)	1.	Plot Area (Zone I + Zone II+ Coach Maintenance Yard)	14,51,107	Refer Corrigendum 1
#	MMTH Components	Area (in Ha)							
1.	Plot Area (Zone I + Zone II+ Coach Maintenance Yard)	14,51,107							
13.	Clause 1.6.6, Page 98 Scope Figure 6: Schematic Overview of the MMTH	Please share the approximate length of Underpass, Ramp, Elevated Structure, Bridges and Culverts	Refer annexure to the Corrigendum 1						
14.	Clause 1.6.5, Page 98 Water Treatment Plant Zone II plot:- A Water Treatment Plant (WTP) is present within this plot	NICDC to specify if it is an already existing WTP. If yes, whether Consultant to augment it or provide a new WTP. NICDC to share the details and drawings of existing WTP if it is existing	No works are envisaged on the existing WTP. However, the necessary integration and stakeholder consultations needs to be carried out based on the assessment as per the RfP conditions.						

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			The conditions of the RfQ cum RfP remains unchanged.
15.	Clause 1.6.6, page 99 Scope Component I	Please share the approximate built-up areas of the Main Project Construction Works viz., Railway Station Building, Railway Staff Quarters, ISBT & LBT.	Part of scope of work for the GC. Refer Corrigendum 1
16.	Clause 1.6.6, page 99 Scope Component I	Please share the approximate length of boundary wall.	Part of scope of work for the GC. Refer Corrigendum 1
17.	Clause 1.6.6, page 99 Scope Component I	What is the level of design expected from GC as the Tendering philosophy will be decided during procurement process?	For Railway Components, the GC is expected to prepare the Detailed Design Report for approval by NCR. For procurement strategy, refer Clause 1.6.7 of the TOR. Part of scope of work for the GC. Refer Corrigendum 1
18.	Clause 1.6.6, page 99 Scope Component I	We presume that the Design Consultants are already appointed by the employer. Please confirm what is the current design status of the project.	Design is part of scope of work for the GC. Refer Corrigendum 1
19.	Clause 1 (c) Page 99 Scope Component I Construction of boundary wall	NICDC to provide Sample Boundary wall Drawing if any as per adjacent executed areas/plots.	Part of scope of work for the GC. Refer Corrigendum 1
20.	Clause 1 (a), Page 99 Scope Component I Site preparation works	It is understood that Site preparation consists of Site Grading and levelling. NICDC to confirm.	Packaging of individual components along with details of work is part of scope of work for the GC.

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Sr. No.	Clause	Query	Response from NICDC
			The RfP document provides broad components of MMTH. Refer Corrigendum 1
21.	Clause 1.6.6, Table Item 2 (d), Page 99 Internal & external connectivity roads Internal & external connectivity roads including 60m road of MMTH to be extending towards the peripheral road around MMLH (along Shiv Nadar University Boundary) across the railway line and basically connecting MMTH with old NH 91 road	RFP does not include length/type of internal/external road network. For estimation of design efforts, please provide approximate length of at-grade roads/elevated roads, junctions, roads in parking and circulation areas etc.	Part of scope of work based on the master plan finalization by the GC. Refer Annexure to the Corrigendum 1
22.	Clause 1.6.6, Section 6, Page 99 Background and Introduction d) Internal & external connectivity roads including 60m road of MMTH to be extending towards the peripheral road around MMLH (along Shiv Nadar University Boundary) across the railway line and basically connecting MMTH with old NH 91 road	Are there any high embankments/high cutting, earth retaining structures, MSE walls to be expected and to be included for the particular section! If yes, is it with GC scope or external consultant will design and GC will do review role! Please confirm	Part of scope of work based on the master plan finalization by the GC. Refer Annexure to the Corrigendum 1
23.	Clause 1 (b) Page 99 and Clause 6.2, Page 106 Scope Component I Nature of authority delegated to the Consultant Shifting / dismantling of utilities	NICDC to specify what all kind of utilities would be required to be shifted besides HT/LT lines	Survey works is included in scope of the appointed consultant. Refer Corrigendum 1
24.	Page 99 & 100 SECTION 6: TOR Scope- <ul style="list-style-type: none"> • Review and value addition of feasibility studies • Seeking all clearances and approvals • Procurement strategy, bid documentation and bid process management • Implementation Mechanism & Contract management framework 	We understand that the scope of the Consultant is to carry out high level audit to ensure compliance to Employer's requirements based on the checking certificate provided by the Proof Consultant. Please confirm our understanding	Part of scope of work for the GC. Refer Corrigendum 1

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	<ul style="list-style-type: none"> • Proof Checking and • Construction Supervision and quality assurance 		
25.	Clause 1.6.6, Section 6, Page 99 &100 Background and Introduction Tables: Scope components I and scope components II	Please state the number of proposed structures along with the included components. For example, bridges and culverts are shown to be proposed but the number of proposed bridges/ culverts are not stated. A summary table for list of structures for each component would be helpful.	Part of scope of work for the GC. Refer Corrigendum 1
26.	Page 100 Scope Component I Review and value addition of feasibility studies	It is understood that NICDC will share the available feasibility studies with Consultant.	The available documents would be shared with the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.
27.	Clause 1.6.6, page 100 Scope Component I In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to: Review and value addition of feasibility studies; <ul style="list-style-type: none"> • Seeking all clearances and approvals; • Procurement strategy, bid documentation and bid process management; • Implementation Mechanism & Contract Management framework; • Proof checking; and • Construction supervision and quality assurance 	It is understood that the designs will be carried out by appointed principal design consultants or contractors as per Tendering philosophy & scope of GC is limited to review only. Please clarify.	Part of scope of work for the GC. Refer Corrigendum 1
28.	Clause 1.6.6, page 100 Scope Component I 2. Seeking all clearances and approvals	Please confirm that as per clause 6.2 of page 106 the GC will assist the Employer / EIC to obtain all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility	Part of scope of work for the GC. Refer Corrigendum 1

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		shifting etc.) from concerned authorities. The client shall be responsible for getting all statutory and clearances.	
29.	Clause 1.6.6, Page 100 & 101 Scope Components I and II Review and value addition of feasibility studies	Based on this statement, can we assume only feasibilities are carried out for certain components of MMTH and design development is yet to be done. What are the expected stages of design i.e. concept, schematic and detailed design before going award for implementation?	Railway ESP has been completed; however, Railway Detailed Design Report is to be prepared by the GC for approval from NCR. Detailed design works for other components of MMTH are part of scope of work for the GC based on the discussions with various stakeholders. Refer Corrigendum 1
30.	Clause 1.6.6, page 101 Scope Component III In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to: <ul style="list-style-type: none"> • Review and value addition of feasibility studies; • Value addition to the master plan of commercial development; • Seeking all applicable clearances and approvals; • Bid documentation and bid process management for appointment of Transaction Advisor; and • Coordination with the appointed Transaction Advisor for planning and implementation framework 	As per TOR (Cl 16 & page 137) exclusions scope component III is excluded from GC scope. Please confirm.	Refer Corrigendum 1
31.	Page 101 Section 6: TOR Review and value addition of feasibility studies	Please provide us the status of the available clearances from statutory bodies and the remaining clearances	Apart from Environmental Clearance (EC), all other clearances and approvals

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	Coordination for applicable clearances and approvals		required for the project are part of scope for the GC.
32.	Clause 1.6.6, Section 6, Page 101 Background and Introduction Scope component III	As per Cl. 1.6.6, it is stated that scope component III to be designed by private developers. Is the subsurface investigation for these structures included in scope component III are included in the Consultant's responsibility especially cost and service?	The conditions of the RfQ cum RfP remains unchanged.
33.	Clause 1.6.6, Section 6, Page 101 Background and Introduction In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to: 1. Review and value addition of feasibility studies; 2. Coordination for applicable clearances and approvals; and 3. 3. Coordination with NMRCL and NCR for planning and construction	Point 2 & 3 discusses about the coordination for clearances, approvals, and coordination with NMRCL & NCR. Please describe the extent of coordination i.e. GC role is supporting to the Client or consultant is full responsible to get it done.	The conditions of the RfQ cum RfP remains unchanged.
34.	Clause 2, Page 102 Studies Studies undertaken in the past / being undertaken for MMTH that are relevant to the current Assignment	Please share the Studies undertaken for MMTH for scope understanding.	All available documents would be provided to the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.
35.	Clause 1.6.7, Page 102, Table Item No. 5 and Clause 16, Item (i) and (ii), Page 137 Scope Components III and Exclusions Consultant shall undertake Master Planning of the commercial development which shall give a dynamic long term plan mainly for commercial development	Clause 1.6.7 and 16 are contradicting regarding scope of work for master planning. Can we assume that scope component III with master planning, designing, procurement and construction supervision is out of scope for Consultant?	Area to be developed by private developer should be clearly marked as per the Master Plan finalized by the GC. Procurement of Transaction Advisor for Scope III is part of the scope for the GC.

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Sr. No.	Clause	Query	Response from NICDC
			The conditions of the RfQ cum RfP remains unchanged.
36.	Clause 3.1, Page 103 Objectives of the Assignment The objective of this Assignment is to engage a General Consultant (GC) (the "Consultant") in relation to providing General Consultancy including but not limited to successful planning, designing, procurement and construction supervision related services for the Project(s) (the "Assignment").	It indicates the design scope for GC, whereas the previous mentioned paragraphs (page no. 99, 100) suggest scope as review and proof-checking. Please clarify.	Part of scope of works for the GC. Refer Corrigendum 1
37.	Clause 3.4.1 Page 103 Objectives of the Assignment Critical review / study of the reports (including amendments thereon) mentioned in clause 2 above	What are the amendments done to earlier techno-economic and detailed feasibility study done for MMTH?	All available documents would be provided to the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.
38.	Clause 3.4.11, Page 104 Proof-checking proof-checking & recommendation for approval of designs, drawings, technical proposals and specifications, while ensuring system integration & interface management	We understand that the analysis and design files/ documents/ calculations and drawings will be made available to GC to carry out the proof-checking. No independent calculations are required to be produced by GC. Please confirm.	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.
39.	Clause 3.4.19, Page 104 The report for EIA and SIA studies available with the Employer / or being done by the Employer shall be considered while recommending the requirements for the same;	Please share the reports for EIA and SIA studies for better understanding of requirement and scope.	All available documents would be provided to the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.

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40.	Clause 3, Sub-clause 3.4.8, page 104 Objectives of the Assignment Obtain all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation	We can provide all the necessary technical assistance in obtaining approvals and clearances, but not be responsible to getting these approvals	The conditions of the RfQ cum RfP remains unchanged.
41.	Clause 3.4.23 of Terms of Reference; Page 104 Objectives of the Assignment – GRIHA rating Obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible	The Consultant can only make reasonable endeavours for the requirement set out under clause 3.4.23, hence the said clause should be modified as follows: “make reasonable endeavours to obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible.”	The conditions of the RfQ cum RfP remains unchanged.
42.	Clause 3.4.8 of Terms of Reference; Page 104 Objectives of the Assignment – statutory approvals Obtain all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation	We request that this clause 3.4.8 should be modified to reflect a consistent approach throughout the RFP document. We understand that the Employer wants technical assistance with approvals and clearances from the Consultant. Also, the Consultant can provide technical assistance to Employer, hence please consider the following revised 3.4.8. (See clause 7.1.2, 7.4.2.3 & 7.4.2.4 of TOR for reference about the need to provide assistance to Employer for approvals) “provide technical assistance to Employer/EIC obtain all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation	The conditions of the RfQ cum RfP remains unchanged.
43.	Clause 7.1.1.1, Item (iii) a, Page 107 Study of available reports / documents Details of passenger, traffic and engineering surveys, goods, parcel movement, train movement details, circulation area details, types	Any primary traffic surveys are anticipated as part of Consultant scope or traffic information is already available with Authorities?	Part of scope of the works of GC, however, any past data would be made available to the appointed

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	of existing passenger amenities, facilities and their leasing status, railway station / bus terminal / metro structure, FOBs		consultant only for reference. The conditions of the RfQ cum RfP remains unchanged.
44.	Clause 7.1.1.1, Page 107 Study of available reports / documents (b) Master plans, zonal plans, drone survey reports, building bye laws, development regulations, permitted land use and Floor Space Index (FSI) at the site, rules for obtaining permission, Transfer of Development Rights (TDR) etc., circle rates of land for various use in the area, market rates as per past land deals;	Request confirmation on available/ completed studies for the given project – has a concept/ preliminary / detailed master planning exercise for the project area been completed? Are master planning reports available to study?	The conditions of the RfQ cum RfP remains unchanged.
45.	Clause 7.1.1.2 Page 107, Item (i) a Development of integrated traffic plans The Consultant shall study the impact of the proposed development on traffic and congestion on surrounding roads and area and make an assessment of the impact on infrastructure demand in terms of road network and parking.	What is the extent of area to be considered around MMTH for this assessment? What is the ultimate year for assessment (after implementation of MMTH) for assessing impact on surrounding road network in line with their future traffic levels?	Consultant to review the planning and assess the same as per the available reports. The conditions of the RfQ cum RfP remains unchanged.
46.	Clause 7.1.1.2 Page 107, Item (i) b Development of integrated traffic plans Consultant shall use the relevant traffic engineering and transport planning tools to design and improve the connectivity of the MMTH with the city.	Any travel demand modelling software is to be used for assessment or simple excel spread sheet modelling?	The conditions of the RfQ cum RfP remains unchanged.
47.	Clause 7.1.1.2 (ii), Page 108 Review and Value Additions to the existing plans (ii) Site Survey Investigations	Please clarify if the site feasibility and suitability study and environmental clearances have already been conducted. Can we assume that the same are out of the consultant's scope?	The conditions of the RfQ cum RfP remains unchanged.

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48.	Clause 7.1.1.2 ii) a), Section 6, Page 108 (ii) Site Survey Investigations assess all the prior site surveys at an early stage. The Consultant shall validate the Project(s) boundary and demarcation of the site. The Consultant shall conduct a Material survey for materials which are traditionally / conventionally used to identify the material sources, and sample tests of material properties, approximate lead for transport.	We presume that, the material sampling and testing (laboratory & field - collection by doing boreholes/ trial pits/ any other technique) all the expenses related to geotechnical/ subsurface investigation are to be borne by the Consultant, will be reimbursed by the Employer supported by documentary evidences. Please confirm.	The conditions of the RfQ cum RfP remains unchanged.
49.	Clause (iii) (a) Page 109 Scope Component I “The Consultant shall review the existing Master Plan prevailing in the studies mentioned at clause 2 above and accordingly suggest value additions & provide recommendations for improvement....”	We understand that all existing data (i.e Master Plan, Concept Design, Utilities etc.) will be provided by NICDC.	All available documents would be provided for review to the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.
50.	Clause 7.1.1.2 (iii), Page 109 Review and Value Additions to the existing plans (iii) Review and Value addition of Master Plan for the Project(s)	The clause includes the entire preparation for Master planning scope. Please clarify if the same has already been done and the consultant’s role is to review and give value additions only.	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.
51.	Clause 7.1.1.2, Section 6, Page 108 & 109 (ii) Site Survey Investigations	Notes: 2) Since the extent of geotechnical, topographic and hydrological survey investigations which may be finally carried out by the Consultant cannot be fixed before-hand and the same will be known only during the course of this Assignment, the actual cost of carrying out such survey investigations shall be reimbursed to the Consultant provided: (a) the cost has been arrived at after obtaining competing Bids by the Consultant; and (b) prior approval for the scope of work and the rates thereof have been taken by the Consultant from Employer / EIC; and (c)	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.

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		the claim for reimbursement is accompanied with the proper invoice from the agency which carried out the survey investigations. It is understood from the clause that Contractor responsible for the geotechnical investigation is to be appointed by the Consultant and all the expenses related to geotechnical/ subsurface investigation are to be borne by the Consultant, will be reimbursed by the Employer supported by documentary evidences. Please confirm.	
52.	Clause 7.1.1.2, Item (iii) c, Page 110 Review and Value addition of Master Plan for the Project(s) Review the profile of passenger and non-passenger users of the MMTH for such aspects as including but not limited to their socio-economic condition, paying capacity, their travel and behavioural patterns, time-spends at the MMTH	Can we assume the applicable data is already available and no further primary data collection is required?	Any available reports and data would be made available to the appointed consultants for review and assessment of the requirement. The conditions of the RfQ cum RfP remains unchanged.
53.	Clause 7.1.1.2, Section 6, Page 110 Review and Value addition of Master Plan for the Project(s) (c) 2 review the plans prepared and suggest value additions for the commercial space that can be built above the railway station / bus terminal / metro premises and other service buildings, in the air space above railway tracks / bus terminal / metro premises and on surrounding Project(s) land so that the prospective developers are able to appreciate the non-operational revenue potential of the entire development with a fair degree of predictability.	Are all the proposed commercial spaces (scope component III) are planned to build above the components detailed in scope components I and II? Since the scope is listed component wise, a summary table showing list of structures in each component and detailed drawings will be helpful to understand in a better way	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.
54.	Clause 7.1.1.2, (iv) Item C (7), Page 111 Geometric design drawings Geometric design drawing of external & internal roads which will include plan and profile.	For estimation of design efforts, please specify the scale required for production of geometric design drawings (and all other supportive drawings) for internal/ external road network.	The conditions of the RfQ cum RfP remains unchanged.

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Sr. No.	Clause	Query	Response from NICDC
55.	<p>Clause 7.1.1.2, Section 6, Page 111 Review and Value addition of Master Plan for the Project(s) Design for soil stabilization / improvement and required disaster prevention system taking into consideration geotechnical data;</p>	<p>As a consultant, we will prepare tender documents for the ground improvement like method statements, additional Geotechnical investigations required (pre and post improvement) in consultation with specialist ground improvement vendor and support for finalization of competent bidder. The detail design of ground improvement shall be taken care by specialist ground improvement contractor and Consultant role is to review and add value to the finalised ground improvement methodology and design. The cost to be incurred for additional Geotechnical Investigation for Specialist geotechnical investigations shall be borne by Client. Supervision of ground improvement works shall be not in the consultant's scope. Please confirm</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
56.	<p>Last paragraph, Page 112 Scope Component I Proof checking of DBR thru NIT/IIT</p>	<p>NICDC to specify the institute from where the DBR needs to be vetted if they have any preferences.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
57.	<p>Point 1, Page 113 Iterations The design development phase may consist of numerous iterations and consultative meetings with the Employer's various committees. The Consultant upon receiving comments / feedback from the Employer on the said design development documents and cost estimates, shall make changes / amendments and again submit the same till the designs and details are approved by the Employer / EIC / NCR / U.P Transport Department / NMRCL / IIT / NIT or other reputed Engineering Institute / statutory authority.</p>	<p>Numerous design iterations will lead to overrun of costs & time & we suggest same shall be limited to two design iterations in the interest of project. Please confirm.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
58.	<p>Clause 7.3.2.1, Page 118 Proof Checking Proof check all the technical submittals including but not be limited to design documents, drawings (including temporary & permanent works, fabrication / shop drawings as applicable), technical</p>	<p>We understand that the review of temporary / enabling works shall be predominantly part of principal consultant/ contractor scope and they should be submitting 2nd opinion certificate to ensure stability/ safety.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	proposals and specifications submitted by contractor(s) and / or other entities prior to commencement of / during the construction stage in a timely manner in line with the duration mentioned in the respective contracts;		
59.	Clause 7.3.2.4 (i), Page 119 Scope of Proof Checking Review the analysis, design, drawings for all stages (preliminary, definitive, working, Good for Construction (GFCs), Bar Bending Schedule (BBS)) (generated by the contractor(s)) and other related documents such as method statement, work procedure, inspection & test procedure, specifications and any other information, etc. to ensure that material and level of quality standards assumed in design are being ensured during construction;	Please elaborate the stages of design for better understanding and planning. Bar Bending Schedule generated by the Contractor shall not be reviewed by GC. However, the principal design consultant to review and confirm the design implementation w.r.t its drawings.	Part of the scope of works for the GC. The conditions of the RfQ cum RfP document remains unchanged.
60.	Clause 7.3.3, page 122 Project(s) Construction Supervision Site supervision deployment	The key core staff and the support staff provided as a part of the Key personnel requirement do not cover the PMC element of the scope. The timings of the construction packages and duration of the packages are essential in order to establish the staffing plan and deployment schedule for on-site supervision	Component wise packaging for construction to be prepared by the GC along with the timelines. The conditions of the RfQ cum RfP remains unchanged.
61.	Clause 3.4.21 of Terms of Reference; Page 104 read with clause 7.4.1 of Terms of Reference; Page 129 Objectives of the Assignment – defect liability period & Stage 4: Post Project(s) Implementation Phase Support during DLP period	Consultant requests that the defect liability period should be specified. Please provide the defect liability period.	Packaging of various components including its tender preparation along with DLP conditions would be finalized by GC.
62.	Clause 8, Section 6, Page 131 Reporting Requirements & their Timelines 4) Site Survey Investigation Report (s)	Are all the survey/investigations stated in clause 7.1.1.2 to be submitted as a single report?	The conditions of the RfQ cum RfP remains unchanged.

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	A Site Survey Investigation Report(s) shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.1.2 (ii) above		
63.	Clause 8.1, Page 131 & 132 Reporting Requirements & their Timelines 8.1 The Consultant will prepare and submit the following reports, in hard and in soft copy, to the Employer/ EIC in the format prepared by the Consultant and as approved by the Employer / EIC: ... 4. Site Survey Investigation Report(s) 5. Detailed Master Plan including Architectural Design 6. Detailed Technical Assessment Report	Recommendation: Request you to revise the order of report submissions to as suggested below: 4. Site Survey Investigation Report(s) 5. Detailed Technical Assessment Report 6. Detailed Master Plan including Architectural Design	Refer Corrigendum 1
64.	Clause 12, Page 135 Software Support Civil and Structural Design Software The Consultant shall use licensed version of software for carrying out the work as stipulated in the scope of work	NICDC to specify all the design software (2D-3D) to be used for structural design support and Drafting.	Latest available software including but not limited to BIM, AutoCAD, CIVIL 3D, Revit, Stadd, etc. are to be used by the GC.
65.	Clause 12, Sub-clause 12.2, Page 136 Software Support The Consultant shall use licensed version of software for carrying out the work as stipulated in the scope of work. The Consultant shall submit the soft copies of each work (2D-3D) in the desired format.	Please specify the road design software and CADD software (and version) to be used by the consultant. It is assumed that coordination/clash resolution of the design elements will be done in Auto Cad environment. BIM is not to be used. Please confirm.	Latest available software including but not limited to BIM, AutoCAD, CIVIL 3D, Revit, Stadd, etc. are to be used by the GC. The conditions of the RfQ cum RfP remains unchanged.
66.	Clause 17.1, Sub-clause 17.1, Page 137-140 Staffing Requirement & Eligibility Criteria 5. Urban Planner/Designer Graduate degree in Architecture / Civil and Master's Degree / PGD in Urban Planning	Request you to revise the educational requirement to recommended below: Graduate degree in Urban Planning/Urban Design/ Architecture or equivalent and Master's Degree / PGD in Urban Planning	The conditions of the RfQ cum RfP remains unchanged.

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67.	<p>Clause 17.1, Sub-clause 17.1, Page 137-140 Staffing Requirement & Eligibility Criteria 2. Dy. Team Leader & Infrastructure Expert Graduate in Civil Engineering and Master’s Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent</p>	<p>Request you to revise the educational requirement. Recommendation: Graduate in Civil Engineering and Master’s Degree / PGD (...) or adequate years of work experience</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
68.	<p>Clause 17.1, Sub-clause 17.1, Page 137-140 Staffing Requirement & Eligibility Criteria 1. Team Leader Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent. Minimum experience of twenty (20) years in all facets of project life cycle including planning, design, construction and project management in the Railways / Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects</p>	<p>Request you to revise the educational requirement. Recommendation: Graduate in Civil Engineering and Master’s Degree / PGD (...) or adequate years of work experience AND Request you to revise the number of min. experience from 20 years to 15 years</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
69.	<p>Annex A under Terms of Reference; Page 141 & 142 List of Approvals and clearances Table of approvals and clearances</p>	<p>The Consultant requests that at the end of the table under Annex A, the following sentence should be added for clarity as in some places approvals are written with assistance and in some other cases the word assistance is missing. “Notwithstanding anything to the contrary stated under Annex A or elsewhere, Consultant is requires to provide technical assistance for all the approvals and clearances listed under Particulars column in the table under Annex A.”</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
70.	<p>Clause 3.1 of GCC, Page 159 Consultant obligation – General</p>	<p>Consultant requests that since it is providing design services, it will re-perform its defective services but should not be obligated with repair and replacement related obligations which are par for the course for</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>The Consultant shall perform the Assignment and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Assignment, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-consultants or third parties.</p>	<p>contractors. Hence, Consultant requests that the clause 3.1 should be modified to include the below para as the concluding para of clause 3.1. “...Notwithstanding anything to the contrary in the Contract, Consultant shall in no event have liability for including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment. Consultant makes no warranties, guarantees or representations express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and/or merchantability and/or satisfactory quality are hereby specifically excluded.”</p>	
71.	<p>Clause 3.8 of General Conditions of Contract (GCC), page 164 Insurance to be taken out by the Consultant The Consultant shall, prior to the Effective Date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant’s own cost (or the Subconsultants' own cost, as the case may be) but on the terms and conditions approved by the Employer, insurance against the risks, and for the coverages, as shall be specified in the SCC. Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Employer, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Employer shall apart from having other recourse</p>	<p>We would be using our existing annually renewable insurances, which are maintained by us on long term arrangements with our insurers, as such suggest following modifications; will that be acceptable? “The Consultant shall, prior to the Effective Date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant’s own cost (or the Subconsultants' own cost, as the case may be) but on the terms and conditions approved by the Employer, insurance against the to cover such risks and for the coverages, as shall be specified in the SCC. Within 15 (fifteen) days of receiving /renewing any insurance policy, the Consultant shall furnish to the Employer, certificates of the insurance as documentary evidence confirming that insurance has been taken out / maintained and the current premiums have been paid. No insurance shall be cancelled, modified, or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Employer shall apart from having other recourse available under this Contract have the option, without prejudice to the obligations of the</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Employer.</p> <p>The insurance policies so procured shall mention the Employer as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.</p>	<p>Consultant, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Employer, but subject to 15 days' notice to cure.</p> <p>The insurance policies so procured shall mention the Employer as additional insured / indemnity to principal wherever applicable and the Consultants shall reflect the same under its certificate of insurance."</p>	
72.	<p>Clause 3.8, page 164 General Conditions of Contract Obligations of the Consultant</p> <p>The Consultant shall, prior to the Effective Date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant's own cost (or the Subconsultants' own cost, as the case may be) but on the terms and conditions approved by the Employer, insurance against the risks, and for the coverages, as shall be specified in the SCC.</p> <p>Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Employer, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.</p> <p>If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Employer shall apart from having other recourse</p>	<p>We would be using our existing annually renewable insurances, which are maintained by us on long term arrangements with our insurers, as such suggest following modifications; will that be acceptable?</p> <p>The Consultant shall, prior to the Effective Date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant's own cost (or the Subconsultants' own cost, as the case may be) to cover such risks and for the coverages, as shall be specified in the SCC.</p> <p>Within 15 (fifteen) days of receiving /renewing any insurance policy, the Consultant shall furnish to the Employer, certificates of the insurance as documentary evidence confirming that insurance has been taken out / maintained and the current premiums have been paid. No insurance shall be cancelled, modified, or allowed to expire or lapse during the terms of this Contract.</p> <p>If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Employer shall apart from having other recourse available under this Contract have the option, without prejudice to the obligations of the Consultant, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Employer.</p> <p>The insurance policies so procured shall mention the Employer as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.</p>	<p>shall be liable to pay such amounts on demand by the Employer, but subject to 15 days' notice to cure.</p> <p>The insurance policies so procured shall mention the Employer as additional insured / indemnity to principal wherever applicable and the Consultants shall reflect the same under its certificate of insurance.</p>	
73.	<p>Clause 5.3 of GCC; Page 167 Information and Approvals</p> <p>As part of the scope of Assignment, the Consultant shall arrange for the submission of all data, information and documentation that are required for the Employer to apply for, obtain and maintain the permits, consents, approvals required for the Project(s). In the event, the Consultant requires any information or documents from the Employer or if any meetings with the Employer or other persons are required for preparing the applications for consents, approvals or permits, the Consultant shall make request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Assignment is complied with and there are no delays in the execution of the Project(s).</p>	<p>Consultant requests that this clause should be modified by including the following sentence as concluding sentence to this clause 5.3.</p> <p>“...Notwithstanding anything to the contrary, the Consultant shall be required to provide technical assistance to the Employer for any and all permits, consents and approvals required for the Project under this Assignment.”</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
74.	<p>Clause 6.1.5 of GCC; Page 170 Payment to the Consultant – payment terms (payment period)</p> <p>Unless the Employer shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received</p>	<p>Consultant requests that the payment period on receiving invoice should be revised to 30 days or otherwise no more than 45 days as opposed to 60 days.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	the invoice complete in all particulars with relevant supporting documents.		
75.	<p>Clause 10.2.1 of GCC, page 171</p> <p>Indemnity</p> <p>The Consultant agrees to indemnify and hold harmless the Employer 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 to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (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 Assignment rendered to the Employer; (c) death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the Consultant or any personnel of the Employer) or loss of or damage to any property of the Employer or any third party (d) infringement of the Intellectual Property Rights of the third party (failure to pay statutory dues and taxes) (collectively "Indemnified Matter").</p>	<p>Consultant requests that the indemnity obligations should be negligence based. Hence, please consider including the below para as concluding para to clause 10.2.1</p> <p>"...Notwithstanding anything to the contrary mentioned above or in this Contract, the indemnity obligations of the Consultant under this Contract shall be limited to the extent that it is caused by the Consultant's negligence."</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
76.	<p>Clause 3.7(a)(ii), Page 177</p> <p>Special Conditions of the Contract - Liability</p> <p>(a) Except in case of negligence, fraud or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Assignment, the Consultant, with respect to damage caused by the Consultant to the Employer's property, the Consultant shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and</p>	<p>For clarity, we propose that term negligence be replaced by gross negligence.</p> <p>The limitation on liability shall be for all kinds of damages with the exclusion provided under points (i) and (ii). The Consultant has proposed to limit the liability equal to the fee.</p> <p>Also, for clarity consequential losses should include loss of profit in it as well, hence the same has been suggested for consideration.</p> <p>(a) Except in case of gross negligence, fraud or willful misconduct on the part of the Consultant or on the part of any person or firm acting on</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Employer or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Assignment, including by way of indemnity to the Employer.</p>	<p>behalf of the Consultant in carrying out the Assignment, the Consultant, with respect to damage caused by the Consultant to the Employer's property, the Consultant shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage including loss of profit or revenue; and</p> <p>(ii) For any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Employer or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Assignment, including by way of indemnity to the Employer.</p>	
77.	<p>Clause 3.8, page 177 Special Conditions of the Contract – Insurance risk and coverage (b) Third Party Liability insurance with a minimum coverage, for Rs. 10,00,000/ (Rupees Ten Lakh) for the period of consultancy.</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “(b) Third Party Liability insurance with a coverage, for Rs. 10,00,000/ (Rupees Ten Lakh) in the aggregate for the period of consultancy.”</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
78.	<p>Clause 3.8, page 177 & 178 Special Conditions of the Contract – Insurance risk and coverage (c) Professional Liability Insurance - The Consultant 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of five</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “(c) Professional Liability Insurance - The Consultant 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a continuous period of five (5) years,</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>(5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Employer shall be designated as a beneficiary in the Professional Liability Insurance procured by the Consultant. In the event, the Consultant does not intend to procure a separate Professional Liability Insurance policy in respect of this Contract, the Consultant’s general Professional Liability Insurance policy shall procure endorsement of Employer’s name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance.</p> <p>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 the Consultant is a JV / Consortium, the policy should be in the name of the JV / Consortium / association entity and not by the Members.</p> <p>(j)</p>	<p>renewed annually, beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an aggregate amount equal to the Contract Fee Ceiling. In the event, the Consultant does not intend to procure a separate Professional Liability Insurance policy in respect of this Contract, the Consultant’s general Professional Liability Insurance policy shall procure certificate of insurance mentioning Employer’s name as a Certificate Holder for an aggregate amount equal to the Contract Fee Ceiling. The Consultant shall submit the certificate of insurance from its insurers as documentary evidence of maintaining Professional Liability Insurance. In case Sub-consultants maintain individual policies under their own name, it will be acceptable as compliance under the Contract.</p> <p>The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should be equal to the amount stated in the Contract. In case the Consultant is a JV / Consortium, the policy should be in the name of the JV / Consortium / association entity and not by the Members.”</p>	
79.	<p>Clause 3.8, page 178</p> <p>Special Conditions of the Contract – Insurance risk and coverage</p> <p>(d) Employer’s Liability and Workers’ Compensation insurance shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of Assignment and remain effective as per relevant requirements of Contract Agreement.</p> <p>(k)</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable?</p> <p>“(d) Employer’s Liability and Workers’ Compensation insurance shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate or as per Consultants usual practice; and all insurances and policies should be maintained during the period of services and remain effective / renewed as per relevant requirements of contract agreement. <u>In case Sub-consultants maintain individual policies</u></p>	<p>The conditions of the RfQ cum RFP remains unchanged.</p>

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		<u>under their own name, it will be acceptable as compliance under the Contract.”</u>	
80.	<p>Clause 3.8 penultimate para, page 178 Special Conditions of the Contract – Insurance risk and coverage The Consultant should submit an undertaking that the above insurance policies which are not applicable at this stage of the project will be procured by the Consultant when the need arises and/or when the Employer intimates the consultant for the same. The onus of proving the non-applicability of the insurance policy will always lie on the Consultant.</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “The Consultant should submit an undertaking that the above agreed insurance policies which are not applicable at this stage of the project will be procured by the Consultant when the need arises and/or when the Employer intimates the consultant for the same. The onus of proving the non-applicability of the insurance policy will always lie on the Consultant.”</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
81.	<p>Clause 3.8 last para, page 178 Special Conditions of the Contract – Insurance risk and coverage The Insurances shall be jointly in name of Consultant and Employer. In case the Consultant intends to utilize the existing umbrella insurance policy(ies) already obtained by the Consultant, in the cover note / letter issued by the Insurance Company incorporating the name of this Assignment in the umbrella policy, it shall mention the Employer as the beneficiary and Consultant shall procure an undertaking from the Insurance Company in this regard. In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this Assignment than Consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this Assignment.</p>	<p>We would request more clarity in respect to the requirements as such have made following modifications; will that be acceptable? “The Insurances shall indicate Additional Insured / Indemnity to Principal to the Employer, wherever applicable. In case the Consultant intends to utilize the existing umbrella insurance policy(ies) already obtained by the Consultant, in the certificate of insurance issued by the Insurance Company should indicate Project Details and mention the name of the Employer as the Certificate Holder. In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this Assignment than Consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this Assignment.”</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
82.	<p>Clause 6.6, Page 179 & 180 SPECIAL CONDITIONS OF CONTRACT Milestones for the First Work Order 6. On approval on Integrated Traffic Plan, Site Survey Investigation Report(s) and Land Acquisition Plans & Proposals by the Employer / EIC – D + 3 months 10%</p>	<p>The deliverables timeline is too tight. Request you to please revise the timeline to provide adequate time to conduct the master planning scope (Evaluate existing master plan plus provide value adding suggestions along with detailed master plan)</p>	<p>Refer Corrigendum 1</p>

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	7. On approval of Detailed Master Plan including Architectural Design by the Employer / EIC and all relevant statutory Authorities + 8. On approval of Bid Document for engagement of contractor for undertaking the site preparatory works (as enlisted in the table given in the ToR) – D + 4 months 10%		
83.	Clause 6.6, Page 180, Table Item 4 SPECIAL CONDITIONS OF CONTRACT Milestones for the First Work Order 4. On approval of As-is Assessment Report by the Employer / EIC, within D + 2 months	The timeline indicated is fine if only secondary data is to be reviewed. However, if any primary data is to be collected and analyzed, then the timeline needs to be increased by another 3 months for preparation of the report. Please check and confirm.	Refer Corrigendum 1
84.	Clause 6.6, Page 180, Table Item 6 SPECIAL CONDITIONS OF CONTRACT Milestones for the First Work Order 6. On approval on Integrated Traffic Plan, Site Survey Investigation Report(s) and Land Acquisition Plans & Proposals by the Employer / EIC within D + 3 months	The timeline seems to be very optimistic based on current status of the project. Preparation of Integrated traffic plan requires the review of all past documents, secondary data, collection of primary traffic data, analysis, development of base year demand model, calibration and validation and then use it for future demand modelling to assist in preparation of traffic plan. All developments including commercial development should have future forecast of population, employment to estimate future trips. It is suggested to increase the timeline by another 3 months.	Refer Corrigendum 1
85.	Clause (c) 8 Page 111 General Drainage layout and typical drain details	NICDC to provide Drainage requirement, It is understood that Drain inside plot area will be covered and outside the plot it will be open drains	Part of scope of works for the GC.
86.	General Civil Structural Design	NICDC to provide their preferred grade of RCC for Water retaining, for other structures like buildings & Foundations and for PCC/levelling Concrete.	Part of scope of works for the GC.
87.	General Civil Structural Design	NICDC to provide Grade of Reinforcement steel and any corrosion resistant bar requirement.	Part of scope of works for the GC.
88.	General Structural Design of Liquid retaining Structures	NICDC to provide Cracked or Uncracked section requirement in Structural Design of Liquid retaining Structures.	Part of scope of works for the GC.

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Sr. No.	Clause	Query	Response from NICDC
89.	General Site Conditions	NICDC to share Site Conditions like Ambient Temperature, Average Humidity, Altitude of Site/ Grade above MSL.	Part of scope of works for the GC.
90.	General Buildings Scope	NICDC to confirm any Non-Technical Plant buildings requirement such as Administrative Building/ Laboratory/ Office/ Guard Room besides Railway Station Building and Substation Buildings.	Part of scope of works for the GC. Any non-technical building requirement would be assessed by the GC during the course of finalization of master planning.
91.	General Tie in Points for the utility services	NICDC to provide Connection/ Tie in Points for all the utilities, such as drainage system outside the plot area.	Part of scope of works for the GC.
92.	General Drawing receipt Drawing for review	It is considered that we would be receiving the 2D AutoCAD drawings, editable documents (Basis of design, Calculations, Specifications, any analysis files etc.) from the employer for review. Please confirm	All available drawings would be shared with the appointed consultant for preparation, review and finalization at their end.
93.	General Schedule	Please share detailed project schedule & schedule of receipt of deliverables for review.	Part of scope of works for the GC.
94.	General	Please confirm if any previous ground investigation data from adjoining projects are available for information to understand ground conditions.	Part of scope of works for the GC.
95.	General	Can Technical Queries be raised once site visit is carried out and before submitting the bid. It is requested to have another round of Technical queries	Bidders should carryout the site visit before submitting the bid. The conditions of the RfQ cum RfP remains unchanged.
96.	General	The ground conditions are not constant and there might be some anomalies or unforeseen ground conditions shall be expected during geotechnical investigations. Which leads additional GI to understand	Part of scope of works for the GC.

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Sr. No.	Clause	Query	Response from NICDC
		and find the breadth and depth of those anomalies by conducting additional GI's. We presume that, by the Employer supported by documentary evidences. Please confirm.	The conditions of the RfQ cum RfP remains unchanged.
97.	<p>7.1.1.2 Review and Value Additions to the existing plans - Page No 110 & 112</p> <p>(iv) Review & value addition in the design / drawings, design criteria, specifications, standards and cost estimates for all components / sub-components of the Project(s)</p> <p>Extract from tender "review the existing designs, specifications (if any) and cost estimates available in the studies mentioned at clause 2 above and wherever necessary, supplement the details, design criteria, specifications, drawings etc., with the objective of deciding on the parameters / details to be included in the Bid documents"</p> <p>Extract from tender "The Consultant shall produce a detailed DBR(s) (covering the aspects of design criteria & specifications, standards, site survey investigations, drawings and any other relevant information) of all components of the Project(s) which shall be got reviewed and vetted through EIC / U.P Transport Department / NCR / IIT / NIT or other reputed Engineering Institute / statutory authority"</p>	<p>If we refer (a) & (j) as per tender (a) states review of DBR, Specification and cost estimate however as per (j) it is mentioned that consultant shall produce the DBR, Specification along with drawings and any other relevant information.</p> <p>We understand our scope is only to review and value addition in design, drawings, design criteria, specification. Does our scope also include preparation of the documents and drawing please clarify?</p>	<p>Part of scope of works for the GC.</p> <p>All available documents would be shared with the appointed consultant for review, preparation and finalization at their end.</p>
98.	<p>Organization and Staffing: Page 75</p> <p>FORM 4N: STAFFING SCHEDULE FOR KEY PERSONNEL</p> <p>3.4.23 obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible</p>	<p>We suggest there should be a requirement of Sustainability Lead which is not mentioned in the staffing plan, as there are Griha, IGBC & Net Zero requirements mentioned for the Building</p>	<p>Part of scope of works for the GC.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
99.	3.4.23 obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible Page 104 Green Buildings	Please clarify if there will be an independent consultant appointed to facilitate Griha 5 Star or IGBC Certification for the Buildings wherever possible and the Consultants role will be to review and coordinate stakeholders and with the appointed Green Building Consultant to get the Certification.	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.
100.	2. Studies undertaken in the past / being undertaken for MMTH that are relevant to the current Assignment Page 102 Techno-Economic Feasibility Study for MMTH at Boraki in Greater Noida & Detailed Feasibility Report for MMTH and MMLH at Greater Noida in U.P. under DMIC project	We understand the ongoing or undertaken reports of Techno-Economic Feasibility & Detailed feasibility report of MMTH & MMLH will be shared with the consultant.	All available documents would be made available to the appointed consultant. The conditions of the RfQ cum RfP remains unchanged.
101.	FORM 40, Sr No 15, Page 76 Power (Transmission, production, and distribution)	Resource for Power (transmission, production, and distribution) external have been mentioned. However, for Building (Internal) electrical services staffing/resource have not been considered.	Refer Corrigendum 1
102.	7.1.4 Pg No 115 Information, Communications & Technology Prepare an ICT Master System Integrator Plan	Existing Fiber connectivity in the region shall be provided. Any statewide fiber ring passing nearby or nearest district hub shall be provided. If yes, please provide a map so that we can seamlessly blend it with the new requirement.	Part of scope of works for the GC. The conditions of the RfQ cum RfP remains unchanged.
103.	Form 4N, Page 75 Staffing Schedule for Key Personnel	We suggest there should be a requirement of Sustainability Lead which is not mentioned in the staffing plan, as there are Griha, IGBC & Net Zero requirements mentioned for the Building	The conditions of the RfQ cum RfP remains unchanged.
104.	Form 4O, Page 76 Staffing Plan for Additional Personnel S. No. 15. Power (Transmission, production, and distribution)	Resource for Power (transmission, production, and distribution) external has been mentioned. However, for Building (Internal) electrical services staffing/ resource have not been considered.	Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC
105.	<p>Clause 2, Page 102</p> <p>Studies undertaken in the past / being undertaken for MMTH that are relevant to the current Assignment</p> <p>2.1 Techno-Economic Feasibility Study for MMTH at Boraki in Greater Noida</p> <p>2.2 Detailed Feasibility Report for MMTH and MMLH at Greater Noida in U.P. under DMIC project</p>	<p>We understand the ongoing or undertaken reports of Techno-Economic Feasibility & Detailed feasibility report of MMTH & MMLH will be shared with the consultant.</p>	<p>All available documents would be made available to the appointed consultant.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>
106.	<p>Clause 3.4.23</p> <p>Page 104</p> <p>Objectives of the Assignment Personnel</p> <p>Obtain five (5)-star GRIHA rating</p> <p>Obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible</p>	<p>We suggest there should be a requirement of Sustainability Lead which is not mentioned in the staffing plan, as there are Griha, IGBC & Net Zero requirements mentioned for the Building</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
107.	<p>Clause 3.4.23</p> <p>Page 104</p> <p>Obtain five (5)-star GRIHA rating</p> <p>Obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible</p>	<p>Please clarify if there will be an independent consultant appointed to facilitate Griha 5 Star or IGBC Certification for the Buildings wherever possible and the Consultants role will be to review and coordinate stakeholders and with the appointed Green Building Consultant to get the Certification.</p>	<p>Part of scope of works for the GC.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>
108.	<p>Clause 7.1.1.2, Page, 107 & 110 & 112</p> <p>Review and Value Additions to the existing plans</p>	<p>If we refer (a) & (j) as per tender (a) states review of DBR, Specification and cost estimate however as per (j) it is mentioned that consultant shall</p>	<p>Part of scope of works for the GC.</p>

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
	<p>(iv) Review & value addition in the design / drawings, design criteria, specifications, standards and cost estimates for all components / sub-components of the Project(s)</p> <p>(iv) (a) Review the existing designs, specifications (if any) and cost estimates available in the studies mentioned at clause 2 above and wherever necessary, supplement the details, design criteria, specifications, drawings etc., with the objective of deciding on the parameters / details to be included in the Bid documents”</p> <p>The Consultant shall produce a detailed DBR(s) (covering the aspects of design criteria & specifications, standards, site survey investigations, drawings and any other relevant information) of all components of the Project(s) which shall be got reviewed and vetted through EIC / U.P Transport Department / NCR / IIT / NIT or other reputed Engineering Institute / statutory authority”</p>	<p>produce the DBR, Specification along with drawings and any other relevant information.</p> <p>We understand our scope is only to review and value addition in design, drawings, design criteria, specification. Does our scope also include preparation of the documents and drawing please clarify?</p>	<p>All available documents would be shared with the appointed consultant for review, preparation and finalization at their end.</p>
109.	<p>Clause 7.1.1.2, Page 107</p> <p>Review and Value Additions to the existing plans</p> <p>Firm location and plots identified for various infrastructure components including but not limited to Water Treatment Plant (WTP), Sewage Treatment Plant (STP), common control center (CCC), drainage, power, gas and telecommunication infrastructure;</p>	<p>Requirement of Effluent treatment system or common effluent treatment plant facility is not mentioned. If existing facility is there, data required.</p>	<p>Requirement assessment is part of scope of works for the GC.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>
110.	<p>Clause 7.1.1.2, Page 107</p> <p>Review and Value Additions to the existing plans</p> <p>Firm location and plots identified for various infrastructure components including but not limited to Water Treatment Plant (WTP), Sewage Treatment Plant (STP), common control center (CCC), drainage, power, gas and telecommunication infrastructure;</p>	<p>Requirement of solid handling facility is not mentioned. If existing facility is there, data required.</p>	<p>Requirement assessment is part of scope of works for the GC.</p> <p>The conditions of the RfQ cum RfP remains unchanged.</p>
111.	<p>Section 2, Clause 5.8 (Page No. 18)</p> <p>Bids by JV / Consortium</p>	<p>We request you to allow max. four (4) members in JV/ consortium or otherwise permit using parent/subsidiary credentials for qualification</p>	<p>Refer Corrigendum 1</p>

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Sr. No.	Clause	Query	Response from NICDC
	5.8.1 The JV / Consortium can be entered between two (2) or more Members and limited to maximum three (3) Members.	and scoring without forming JV/consortium with parent/ subsidiary firms.	
112.	Section 2, Clause 5.8.3(Page No. 18) In case the Bidder is a JV / Consortium of two (2) Members, then the minimum share of the 2nd Member shall not be less than 26%. In case the Bidder is a JV / Consortium of three (3) Members, then the minimum share of 2nd and 3rd Member shall not be less than 15% each, with total share of all the JV / Consortium Members being 100%. In either case, the share of the Member in Charge shall not be less than 51%.	Requesting the client to consider removing this clause. While we understand that the share of the lead bidder should be more than 51%; we believe that fixing the share of other members of the consortium as 15% is prohibitive; especially incase the parent company of an Indian firm is participating in the bid as the member of a JV. Thus, we request the client to consider removing this clause.	Refer Corrigendum 1
113.	Section 2, Clause 9.7.1.2 (Page No.26) Part 2: Technical Bid (d) Team Composition and Task Assignments as per Form 4L, Section 4: (i) The Team Leader proposed must be permanent full-time employee of the Bidder (including in case of a JV / Consortium, of its Member) who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	We understand that permanent full time employee is only allowed for Team Leader positions. However, several competent Key Professionals are working with Consulting Firm either as a consultant or as a freelancer. We request you to reconsider this clause and allow professionals available on project-based consent for entire duration of the project period. This will allow bidder to field only competent professionals who are suitable for the proposed project.	The conditions of the RfQ cum RfP remains unchanged.
114.	Section 2, Clause 9.7.1.2 (k); (Page No.26) For the sake of clarity, it is again clarified that the same rates are to be quoted for Years 1 through 4 and escalation will be taken into consideration in accordance with the provisions of the Contract;	Requesting the client to allow a nominal escalation of 10% over the project duration; critical for retention of subject experts. And also requested to share Appendix K Indexation mechanism	Refer Clause in connection with Clause 9.7.2 (i) for Annual Indexation of Remuneration. The conditions of the RfQ cum RfP remains unchanged.

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Sr. No.	Clause	Query	Response from NICDC
115.	<p>Section 2, Clause No. 5.8.6 (Page 19), Clause No. 15.1.3 (Page No 34); & Form 4E, Section 4: Technical Bid Standard FORM 4F</p> <p>The Bidder has to submit documentary proof of "intent of forming a JV / Consortium as per Joint Bidding Agreement" on non-judicial stamp paper of INR 100 (Rupees One Hundred only) at the time of submission of Bid,</p> <p>In addition, the Bidder (including in case of a JV / Consortium, of its Members) shall also submit an affidavit in this regard on non-judicial stamp paper of INR 100 which shall be duly notarized. And, Format for Power of Attorney for Authorised Representative (To be executed on non-judicial stamp paper of INR 100 and duly notarized. The stamp paper to be in the name of the company who is issuing the Power of Attorney)</p>	<p>Considering the uncertainty of CoVid pandemic related lockdown/ travel restrictions; we request the client to consider all Technical Forms & Declaration required on Non-Judicial Stamp Paper on the Letterhead of the bidder.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
116.	<p>Section 2, Clause 15 (Page No.34)</p> <p>15.1.7 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways/ Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.</p> <p>Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;</p>	<p>1) As per prevailing practice, every Project Management Consultancy (PMC) assignment may not necessarily included bid advisory services, in view of the above we request you to remove this requirement for assignment including bid advisory services and request you to include Port under the comprehensive list of sectors.</p> <p>2) We also request you to reduce the number of project for pre-qualification however the same may consider for scoring. Or otherwise you may consider project management consultancy (PMC) assignments which have achieved minimum 40% financially completion/ achieved revenue as per project milestone under the contract as on Bid Submission last date instead of 80% for Substantially completed work;</p> <p>3) We request that the clause maybe modified as: Experience of having successfully completed / substantially completed at least one (1) Project Management Consultancy/General Consultancy Service/ Programme Management (PMC/ PgMC) assignments and construction supervision related services with Central / State</p>	<p>1. Refer Corrigendum 1</p> <p>2. The conditions of the RfQ cum RfP document remains unchanged.</p> <p>3. Refer Corrigendum 1</p>

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Sr. No.	Clause	Query	Response from NICDC
		Government Departments / PSUs / Autonomous / other Government bodies, in the last fifteen (15) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Ports/ Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore	
117.	Section 2, Clause 15 (Page No.34-35) 15.1.8 Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation /detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure , with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways/ Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates/ Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore; and	We request you to reduce the number of project for pre-qualification however, the same may consider for scoring. And since DPR preparation may or may not <i>covering detailed design of the foundation, sub-structure and superstructure</i> thus request you to reconsider the changes as suggested below: Experience of having successfully completed / substantially completed at least one (1) assignment covering DPR preparation /detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, i.e. Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last Fifteen (15) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Ports/ Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having consultancy fee over INR 50 lacs or the project cost should necessary be over INR 500 crore; and	Refer Corrigendum 1
118.	Section 2, Clause 15 (Page No.35) 15.1.9 Experience of having successfully completed / substantially completed at least three (3) consultancy services assignments involving detailed master planning and architectural design services	Since various Urban Cities master plan may not necessarily cover Architectural design services thus request you to reconsider the changes as suggested below:	Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC
	<p>of Special Economic Zones / Special Investment Zones / Urban Cities/ Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs; and (2) construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date</p>	<p>Experience of having successfully completed / substantially completed at least one (1) consultancy services assignments involving detailed master planning or architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities/ Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects, the consultancy fee of the assignment shall be more than INR 50 lacs; and (2) construction work must have started in the last fifteen (15) years as on Bid submission last date</p>	
119.	<p>Section 2, Clause 15 (Page No.35) Notes: (a) The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process. “Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date; (b) Copy of work order / letter of award / contract agreement alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify; (c) The experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary/ sister company is part of the JV / Consortium participating in the Bid;</p>	<p>We request you to consider following changes require to substantiate claim for relevant experience of a bidder and for using parent/ subsidiary firm’s credentials (a) The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters or CA Certified revenue details from the relevant assignments failing which the Bidder shall be considered as ineligible in the subsequent bidding process. “Substantially completed work” shall be based on 40% or more works that have been financially completion/ achieved revenue as per project milestone under the contract as on Bid Submission last date; b) Copy of work order / letter of award / contract agreement alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head or CA Certified revenue details from the relevant assignments along with supporting documents is mandatory to qualify; (c) The experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company /</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Query	Response from NICDC											
		subsidiary/ sister company is part of the JV / Consortium participating in the Bid;												
120.	Section 3, ITB 5.1.1 & 5.1.2 (Page No. 43) Bid Security INR 10,00,000 RFQ cum RFP Processing Fee INR 1,00,000 plus 18% GST = INR 1,18,000	As per the guidelines of Finance Ministry, you may kindly reduce the RFP cum RFP Processing fee to INR 10,000/- and allow to submit Bid Security Declaration.	The conditions of the RfQ cum RfP remains unchanged.											
121.	<p>Section 3, ITB 15.2.2 (Page No. 44-45) (1) Relevant Experience for the Assignment</p> <table border="1" data-bbox="226 603 786 810"> <thead> <tr> <th>S. No.</th> <th>Evaluation criteria</th> <th>Scoring</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Experience of having successfully completed / substantially completed PMC assignments including bid advisory</td> <td>• >1 and <= 3 Projects: 06 Marks</td> <td>10</td> </tr> </tbody> </table> <table border="1" data-bbox="226 810 703 1313"> <tbody> <tr> <td>and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided</td> <td> <ul style="list-style-type: none"> • >3 and <= 5 Projects: 08 Marks • >5 Projects: 10 Marks </td> <td></td> </tr> </tbody> </table>	S. No.	Evaluation criteria	Scoring	Maximum Marks	1	Experience of having successfully completed / substantially completed PMC assignments including bid advisory	• >1 and <= 3 Projects: 06 Marks	10	and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided	<ul style="list-style-type: none"> • >3 and <= 5 Projects: 08 Marks • >5 Projects: 10 Marks 		<p>1) It is a well-known fact that every Project Management Consultancy (PMC) assignment may not necessarily included bid advisory services, in view of the above we request you to remove this requirement for assignment including bid advisory services and request you to include Port Sector projects where logistics and supply chain management is a major component under the comprehensive list of sectors.</p> <p>2) We felt that number of project require to score full marks are quite high, we request you to reduce the numbers to max. 3 assignments for full scoring.</p> <p>1 Project: 03 Marks 2 Projects: 06 Marks 3 or more Projects: 10 Marks</p> <p>3) We request you to consider min. 40% financially completed project/ achieved revenue as per project milestone under the contract as on Bid Submission last date instead of 80% for Substantially completed work;</p>	Refer Corrigendum 1
S. No.	Evaluation criteria	Scoring	Maximum Marks											
1	Experience of having successfully completed / substantially completed PMC assignments including bid advisory	• >1 and <= 3 Projects: 06 Marks	10											
and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided	<ul style="list-style-type: none"> • >3 and <= 5 Projects: 08 Marks • >5 Projects: 10 Marks 													
122.	Section 3, ITB 15.2.2 (Page No. 45-46)	1) Since DPR preparation may or may not covering detailed design of the foundation, sub-structure and superstructure thus request you to	1. Refer Corrigendum 1											

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC				
	<p>Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects</p> <table border="1" data-bbox="226 379 703 778"> <tr> <td data-bbox="226 379 277 778">2b</td> <td data-bbox="277 379 483 778">Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in</td> <td data-bbox="483 379 607 778"> <ul style="list-style-type: none"> • >1 and <= 3 Projects: 02 Marks • >3 and <= 5 Projects: 04 Marks • >5 Projects: 06 Marks </td> <td data-bbox="607 379 703 778">06</td> </tr> </table> <p>the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 500 crore for which the said consultancy services has been provided</p> <p>Additional two (2) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects</p>	2b	Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 02 Marks • >3 and <= 5 Projects: 04 Marks • >5 Projects: 06 Marks 	06	<p>remove this requirement for eligible projects. We also request you to include Port Sector projects where logistics and supply chain management is a major component under the comprehensive list of sectors.</p> <p>2) We also felt that number of project require to score full marks are quite high, we request you to reduce the numbers to max. 3 assignments for full scoring.</p> <p>1 Project: 02 Marks 2 Projects: 04 Marks 3 or more Projects: 6 Marks</p> <p>3) We request you to consider min. 40% financially completed project/ achieved revenue as per project milestone under the contract as on Bid Submission last date instead of 80% for substantially completed assignment;</p>	<p>2. The conditions of the RfQ cum RfP document remains unchanged.</p> <p>3. The conditions of the RfQ cum RfP document remains unchanged.</p>
2b	Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 02 Marks • >3 and <= 5 Projects: 04 Marks • >5 Projects: 06 Marks 	06				
123.	Section 3, ITB 15.2.2 (Page No. 46)	<p>1) Since various Urban Cities master plan may not necessarily cover Architectural design services thus request you to reconsider the changes as suggested below:</p> <p>“Experience of having successfully completed /substantially completed consultancy services assignments involving detailed master planning OR</p>	1. Refer Corrigendum 1				

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause				Query	Response from NICDC
	2c	Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning & architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Industrial / Residential Township / Smart Cities / Station Building / Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 01 Mark • >3 and <= 5 Projects: 02 Marks • >5 Projects: 03 Marks 	03	architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Industrial / Residential Township / Smart Cities / Station Building / Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date” 2) We also felt that number of assignments require to score full marks are quite high, we request you to reduce number of relevant assignments to max. 3, i.e. 1 Project: 01 Marks 2 Projects: 02 Marks 3 or more Projects: 3 Marks	2. The conditions of the RfQ cum RfP document remains unchanged.
Additional one (1) mark shall be given to those Bidders who have completed / substantially completed similar assignments in railway station development projects						
Total Marks		25				
124.	Section 3, ITB 15.2.2 (Page No. 46-47) Note: <i>The Bidder shall submit copies of completion / substantial completion certificates from the client along with letter of award contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process</i>			Generally, CA Certified revenue details is considered for substantially completed assignments since various Govt. Client do not provide interim completion certificate. In view of the above kindly revise the requirement i.e, <i>The Bidder shall submit copies of completion / substantial completion certificates from the client or CA Certified revenue details from the relevant assignments along with letter of award contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process</i>	The conditions of the RfQ cum RfP remains unchanged.	
125.	Section 3, ITB 15.2.2 (Page No. 47)			We request that 10% marks may be reserved for Overseas/ International/ Externally funded projects experience of the key experts and not just overseas/ international experience.	The conditions of the RfQ cum RfP remains unchanged.	

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC																										
	<p>(2) CVs of Key Expert - Sub-Criteria for each Key Expert</p> <table border="1" data-bbox="226 316 725 788"> <thead> <tr> <th>Parameters</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>A. General Qualifications</td> <td>20%</td> </tr> <tr> <td>A1. Education</td> <td>10%</td> </tr> <tr> <td>A2. Professional experience</td> <td>5%</td> </tr> <tr> <td>A3. Training and publications</td> <td>5%</td> </tr> <tr> <td>B. Adequacy for the Assignment: Project related</td> <td>70%</td> </tr> <tr> <td>B1. Experience in similar capacity / broad sector</td> <td>30%</td> </tr> <tr> <td>B2. Experience relevant to ToR / Assignment</td> <td>30%</td> </tr> <tr> <td>B3. Overseas / International Experience</td> <td>10%</td> </tr> <tr> <td>C. Association with Firm</td> <td>10%</td> </tr> <tr> <td>C1. Full time permanent staff</td> <td>6%</td> </tr> <tr> <td>C2. Years of Association</td> <td>4%</td> </tr> <tr> <td>Total Marks</td> <td>100%</td> </tr> </tbody> </table>	Parameters	Marks	A. General Qualifications	20%	A1. Education	10%	A2. Professional experience	5%	A3. Training and publications	5%	B. Adequacy for the Assignment: Project related	70%	B1. Experience in similar capacity / broad sector	30%	B2. Experience relevant to ToR / Assignment	30%	B3. Overseas / International Experience	10%	C. Association with Firm	10%	C1. Full time permanent staff	6%	C2. Years of Association	4%	Total Marks	100%		
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126.	<p>Section 3, ITB 15.2.2 (Page No. 47)</p> <p>(3) Approach & Methodology along with detailed Work Plan</p> <table border="1" data-bbox="226 868 703 1251"> <thead> <tr> <th>S. No.</th> <th>Evaluation Criteria</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Project appreciation & understanding of the Assignment</td> <td>05</td> </tr> <tr> <td>(b)</td> <td>Project Approach and Methodology</td> <td>10</td> </tr> <tr> <td>(c)</td> <td>Duties & responsibilities of the Team Leader and other Key Personnel</td> <td>05</td> </tr> <tr> <td>(d)</td> <td>Work Plan and Manning Schedule</td> <td>03</td> </tr> <tr> <td>(e)</td> <td>Award for Green Building from GRIHA / ASSOCHAM</td> <td>02</td> </tr> <tr> <td colspan="2">Total Marks</td> <td>25</td> </tr> </tbody> </table>	S. No.	Evaluation Criteria	Maximum Marks	(a)	Project appreciation & understanding of the Assignment	05	(b)	Project Approach and Methodology	10	(c)	Duties & responsibilities of the Team Leader and other Key Personnel	05	(d)	Work Plan and Manning Schedule	03	(e)	Award for Green Building from GRIHA / ASSOCHAM	02	Total Marks		25	<p>We request that instead of Award, Client may permit furnishing of details for ongoing/ completed IGBC/ GRIHA certification projects by Consultant in A&M</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>					
S. No.	Evaluation Criteria	Maximum Marks																											
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(e)	Award for Green Building from GRIHA / ASSOCHAM	02																											
Total Marks		25																											
127.	<p>Section 2, Clause No 5.8.6; Page No 19</p> <p>The Bidder has to submit documentary proof of “intent of forming a JV / Consortium as per Joint Bidding Agreement” on non-judicial</p>	<p>Considering the uncertainty of CoVid pandemic related lockdown/ travel restrictions; we request the client to consider a Letter of Intent on the</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>																										

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	stamp paper of INR 100 (Rupees One Hundred only) at the time of submission of Bid, which shall be legally binding.	Letterhead of the respective bidders as 'intent of forming a JV/ Consortium as per Joint Bidding Agreement.	
128.	Section 4, FORM 4D (Page No. 56) PRE-QUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER) for Financial Years 2020-21	We request you to consider Turnover for last 3 Financial years i.e, 2017-18, 2018-19 & 2019-20	Refer Corrigendum 1
129.	Section 6, Clause 17 (Page No. 138) 17. Staffing Requirement & Eligibility Criteria Structural Design Expert – Equivalent with Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in preparing detailed structural designs for Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects	We request you to consider Structural Design Expert with min. 12 years of experience out of which minimum eight (8) years of experience in preparing detailed structural designs for Metros / Airports /Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects	The conditions of the RfQ cum RfP remains unchanged.
130.	Section 6, Clause No. 2.4 (Page No. 155) Force Majeure	As per accepted best practices for contract, we recommend the following definition for "Force Majeure" to be considered: "Neither party to this Contact shall be liable for any failure or delay on its part in performing any of its obligations under this Contract or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof, if such failure or delay shall be as result of or arising out of force majeure. Force majeure shall include, without limitation, any act of war, external aggression, terrorism, vandalism, and riot, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, state-nation, or industry-wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God". We also recommend to specify 14 days for sharing information to other party about the occurrence of such event. Requesting the client to please consider it during execution of the contract,	The conditions of the RfQ cum RfP remains unchanged.

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
131.	<p>Section 6, Clause 4.2 (Page No. 165)</p> <p>Removal and / or Replacement of Personnel</p> <p>Permanent replacement Personnel shall be subject to Employer approval, and for the first replacement of Key Personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the Key Personnel being replaced and for a subsequent replacement for such role, the permanent replacement Key Personnel shall be paid at eighty percent (80%) of the then applicable rate</p>	<p>We request to waive any penalty against substitution of key personnel as the clause mandates that equal or better qualified and since removal and/ or replacement of personnel is unavoidable and generally allowed in such long term contracts.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
132.	<p>Section 6, Clause No. 10.2, (Page No. 173)</p> <p>Indemnity</p>	<p>As per accepted best practices for contract, we suggest capping of Indemnity up to a maximum of agreement value. Please confirm.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
133.	<p>Section 6, Clause 5.5.4 (Page No. 189-190)</p> <p>Without prejudice to clause 5.5.1, the Employer may, by way of issuance of a Supplementary Work Order, reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of services, staffing level, quantum of work required from the Key Personnel and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for....</p>	<p>As per standard following best practices for consultancy contracts, the Employer may, by way of issuance of a Supplementary Work Order, reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed five percent (5%) of the Work Order Value of the relevant Work Order. Please confirm.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
134.	<p>Section 6, GCC 3.7 (Page No. 177)</p> <p>Liability of the Consultant</p>	<p>Requesting the client to please add the following clause: "Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
		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".	
135.	<p>Section 6, GCC Clause 3.8 (Page No. 177-178)</p> <p>II. SPECIAL CONDITIONS OF CONTRACT</p> <p>Professional Liability Insurance - The Consultant 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 and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Employer shall be designated as a beneficiary in the Professional Liability Insurance procured by the Consultant. In the event, the Consultant does not intend to procure a separate Professional Liability Insurance policy in respect of this Contract, the Consultant's general Professional Liability Insurance policy shall procure endorsement of Employer's name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance</p> <p>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 the Consultant is a JV / Consortium, the policy should be in the</p>	<p>We understand that large consultancy organisation generally take insurances for their overall contract obligation under an Umbrella policy. We request you to confirm if the same should be acceptable subject to attestation of client name on the policy documents.</p> <p>In case the Consultant is a JV / Consortium, the policy would be considered on the name of each entity, if already in place under their umbrella policy.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
	name of the JV / Consortium / association entity and not by the Members		
136.	Annexure A (Page No 141) Approvals / Particulars	We understand that the responsibility of the consultants is limited to providing Technical inputs for seeking various approvals and clearances. The statutory fee associated with any approvals from Ministry or any external agency will be borne directly by the client. Please confirm.	The conditions of the RfQ cum RfP remains unchanged.
137.	Additional Appendix K Indexation mechanism	Appendix K is missing. You may kindly share the same.	Refer Clause in connection with Clause 9.7.2 (i) for Annual Indexation of Remuneration. The conditions of the RfQ cum RfP remains unchanged.
138.	Clause 15.1.6 Bid Evaluation Page 34 Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant. In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement;	We request you to please consider Average Annual Turnover of INR 50 Cr maximum as this project is not a big project, also; kindly please delete the member in charge criteria and modify the clause as Average Annual Turnover including consultancy services over the last three (3) years ending 31 st March of the previous financial year (FY) should be at least INR 50 crore . The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant. In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement;	The conditions of the RfQ cum RfP remains unchanged.
139.	Clause 15.1.7 Page 34 Bid Evaluation Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy	We request to modify the clause such as: Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

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	<p>(PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.</p> <p>Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;</p>	<p>Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / any Infrastructure sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore.</p> <p>Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector</p>	
140.	<p>Clause 15.1.8 Bid Evaluation Page 34</p> <p>Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore</p>	<p>We request to modify the clause such as:</p> <p>Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / any Infrastructure sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore</p>	Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC												
141.	<p>Notes: (c) Page 34 The experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid</p>	<p>We request you to kindly allow credentials of Parent Company or Sister organisation (Associate/s) to be considered for experience in projects, as it is allowed Government of India tenders like NMCG and other Gov Projects. One file is attached for your ready reference, kindly check.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>												
142.	<p>Clause 17.1 Staffing Requirement & Eligibility Criteria Page 139</p> <table border="1" data-bbox="241 600 958 1391"> <thead> <tr> <th data-bbox="241 600 477 676">Key Personnel</th> <th data-bbox="477 600 719 676">Key Personnel</th> <th data-bbox="719 600 958 676">Professional Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="241 676 477 1391">Urban Planner / Designer</td> <td data-bbox="477 676 719 1391">Graduate degree in Architecture /Civil and Master’s Degree / PGD in Urban Planning / Urban Design or equivalent</td> <td data-bbox="719 676 958 1391">Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning/ designing in the Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones /Special Investment Zones / Urban Cities / Industrial Cities / Station</td> </tr> </tbody> </table>	Key Personnel	Key Personnel	Professional Experience	Urban Planner / Designer	Graduate degree in Architecture /Civil and Master’s Degree / PGD in Urban Planning / Urban Design or equivalent	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning/ designing in the Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones /Special Investment Zones / Urban Cities / Industrial Cities / Station	<p>We request to consider the project experience of Urban Planner/Designer key personnel as below:</p> <table border="1" data-bbox="987 600 1753 1206"> <thead> <tr> <th data-bbox="987 600 1144 676">Key Personnel</th> <th data-bbox="1144 600 1373 676">Key Personnel</th> <th data-bbox="1373 600 1753 676">Professional Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="987 676 1144 1206">Urban Planner / Designer</td> <td data-bbox="1144 676 1373 1206">Graduate degree in Architecture / Civil and Master’s Degree / PGD in Urban Planning / Urban Design or equivalent</td> <td data-bbox="1373 676 1753 1206">Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning designing in the Metro Railways Airports/ Townships Industrial Parks/ Industrial Estates Special Economic Zone/ Special Investment Zones / Urban Cities/ Industrial Cities Station Development projects /urban transport (metro stations multimodal integration, transit-oriented development etc.)</td> </tr> </tbody> </table>	Key Personnel	Key Personnel	Professional Experience	Urban Planner / Designer	Graduate degree in Architecture / Civil and Master’s Degree / PGD in Urban Planning / Urban Design or equivalent	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning designing in the Metro Railways Airports/ Townships Industrial Parks/ Industrial Estates Special Economic Zone/ Special Investment Zones / Urban Cities/ Industrial Cities Station Development projects /urban transport (metro stations multimodal integration, transit-oriented development etc.)	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
Key Personnel	Key Personnel	Professional Experience													
Urban Planner / Designer	Graduate degree in Architecture /Civil and Master’s Degree / PGD in Urban Planning / Urban Design or equivalent	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning/ designing in the Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones /Special Investment Zones / Urban Cities / Industrial Cities / Station													
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REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	Development projects		
143.	<p>Clause 4.2.1 Removal and / or Replacement of Personnel Page 165 The Consultant shall ensure that all the Key Personnel specified in Appendix B shall be available..... Permanent replacement Personnel shall be subject to Employer approval, and for the first replacement of Key Personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the Key Personnel being replaced and for a subsequent replacement for such role, the permanent replacement Key Personnel shall be paid at eighty percent (80%) of the then applicable rate. For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Personnel under this clause 4.2.1 shall not be applicable in case of changes in Key personnel pursuant to clause 4.2.3.</p>	<p>We request you to please avoid the Penalties during this pandemic "Covid 19"</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
144.	<p>Clause 8.2 LIQUIDATED DAMAGES Page 172 The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this clause 8 for liquidated damages are reasonable, considering the losses and costs that the Employer will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefore.</p>	<p>We request you to kindly consider maximum 5% on Liquidity damage during this pandemic "Covid 19"</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
145.	Clause 2.2 (iv) Page 9 Bid Submission Last Date 25/06/2021 up to 1500 Hrs (IST)	We request you to kindly extend the date of submission by atleast 21 days from the date of pre-bid reply.	Refer Corrigendum 1
146.	Section 2, Clause 15 (Page No.35) 15.1.9 Experience of having successfully completed / substantially completed at least three (3) consultancy services assignments involving detailed master planning and architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities/ Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs; and (2) construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date	Requested to consider One (1) Consultancy Services Assignments since this type assignments are executed are very limited	Refer Corrigendum 1
147.	Section 1: Letter of invitation, Page No. 9, Clause No. 2.2 (iv) Bid Submission Last Date: 25/06/2021 upto 1500 hrs (IST)	Requested to extend the bid submission date to 25/07/2021 due to present Pandemic Situation	Refer Corrigendum 1
148.	As per the RFQ cum RFP condition at Para-15.1.7 (Page 34), one of the pre-qualification criteria has been mentioned as under "15.1.7 - Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these	It is requested to change the condition as below: Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore or two (2) of the assignments shall be more than INR 10 crore each or the project cost	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC																		
	three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;”	for which the said consultancy services have been provided shall be more than INR 250 crore for each project. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector																			
149.	At Para-15, Notes (a) at page- 35, it is mentioned that “The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process. “Substantially completed work” shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date;”	It is requested that “Substantially completed work” may be changed to 70% or more works that have been financially completed under the contract as on Bid Submission last date;”	The conditions of the RfQ cum RfP remains unchanged.																		
150.	Staffing Requirement & Eligibility Criteria at para-17 page (137- 140). <table border="1" data-bbox="226 901 958 1356"> <thead> <tr> <th align="center">SN</th> <th align="center">Key Personnel</th> <th align="center">Educational Qualification</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Team Leader</td> <td>Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent</td> </tr> <tr> <td align="center">2</td> <td>Dy. Team Leader & Infrastructure Expert</td> <td>Graduate in Civil Engineering and Master’s Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent</td> </tr> </tbody> </table>	SN	Key Personnel	Educational Qualification	1	Team Leader	Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	2	Dy. Team Leader & Infrastructure Expert	Graduate in Civil Engineering and Master’s Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	Regarding the qualification criteria, it is requested to amend the educational qualification as under: <table border="1" data-bbox="987 901 1758 1356"> <thead> <tr> <th align="center">SN</th> <th align="center">Key Personnel</th> <th align="center">Proposed Educational Qualification</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Team Leader</td> <td>Graduate in Civil Engineering and IRSE officers Or Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent</td> </tr> <tr> <td align="center">2</td> <td>Dy. Team Leader & Infrastructure Expert</td> <td>Graduate in Civil Engineering and IRSE officers Or</td> </tr> </tbody> </table>	SN	Key Personnel	Proposed Educational Qualification	1	Team Leader	Graduate in Civil Engineering and IRSE officers Or Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	2	Dy. Team Leader & Infrastructure Expert	Graduate in Civil Engineering and IRSE officers Or	The conditions of the RfQ cum RfP remains unchanged.
SN	Key Personnel	Educational Qualification																			
1	Team Leader	Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent																			
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1	Team Leader	Graduate in Civil Engineering and IRSE officers Or Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent																			
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REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause				Query				Response from NICDC	
	3	Structural Design Expert	Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering or equivalent				Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent			
4	Procurement & Contract Specialist	Graduate in Civil Engineering and Master's Degree / PGD in relevant field		3	Structural Design Expert	Graduate in Civil Engineering and IRSE officers Or Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent				
				4	Procurement & Contract Specialist	Graduate in Civil Engineering and IRSE officers Or Graduate in Civil Engineering and Master's Degree / PGD in relevant field				
					The experience mentioned in the relevant column of each expert may be kept same.					
151.	Section-3 Bid Data Sheet Clause 15.22 Points earmarked for Technical Bid evaluation (1) Relevant Experience for the assignment				We request the authority to amend the criteria as below.				Refer Corrigendum 1	
	S.No.	Evaluation criteria	Scoring	Maximum Marks	S.No.	Evaluation criteria	Scoring	Maximum Marks		
1	Experience of having successfully completed /substantially completed PMC assignments	☑ >1 and ≤ 3 Projects: 06	10	1	Experience of having successfully completed /substantially completed PMC assignments including bid advisory and construction supervision related services with Central / State	☑ >1 and ≤ 3 Projects: 06 Marks	10			

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause		Query				Response from NICDC
	including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports /Townships / Industrial Parks / Industrial Estates / Special Economic Zones /Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided	Marks >3 and <= 5 Projects: 08 Marks >5 Projects: 10 Marks		Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 50 Lacs or project cost of INR 100 crore for which the said consultancy services has been provided	>3 and <= 5 Projects: 08 Marks >5 Projects: 10 Marks		
2b	Experience of having successfully completed / substantially completed assignments covering DPR preparation /detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering	>1 and <= 3 Projects: 02 Marks >3 and <= 5 Projects: 04 Marks >5	06	Experience of having successfully completed /substantially completed assignments covering DPR preparation /detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs /	>1 and <= 3 Projects: 02 Marks >3 and <= 5 Projects: 04 Marks >5 Projects: 06 Marks	06	

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause				Query				Response from NICDC
		detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports /Townships / Industrial Parks / Industrial Estates /Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 500 crore for which the said consultancy services has been provided	Projects: 06 Marks			Autonomous Bodies / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports /Townships / Industrial Parks / Industrial Estates /Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 100 crore for which the said consultancy services has been provided			
	2c	Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning & architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial	☑ >1 and <= 3 Projects: 01 Mark ☑ >3 and <= 5 Projects: 02 Marks	03	2c	Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning & architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities /Industrial Parks /Industrial / Residential Township / Smart Cities /Station Building /Logistics Parks / Dry Ports projects having minimum fee of INR 25 lacs , in the last ten (10)	☑ >1 and <= 3 Projects: 01 Mark ☑ >3 and <= 5 Projects: 02 Marks ☑ >5 Projects: 03 Marks	03	

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause			Query				Response from NICDC
		Parks /Industrial / Residential Township / Smart Cities /Station Building /Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date	>5 Projects: 03 Marks			years as on Bid submission last date		
152.	<p>Page No. 34 Clause 15.1.7 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;</p>			<p>We request you to kindly modify the clause as below for better response. Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 10 crore or the project cost for which the said consultancy services has been provided shall be more than INR 250 crore.</p>				Refer Corrigendum 1
153.	<p>Clause 15.1.8 Bid Evaluation Page 34 Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client,</p>			<p>We request you to kindly relax and modify the clause as below for better response. Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the</p>				Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore	foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 30 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 250 crore	
154.	<p><u>Page No. 45 Bid Data Sheet ITB 15.2.2</u> <u>Points earmarked for Technical Bid Evaluation (2a)</u> Experience of having successfully completed / substantially completed PMC assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided</p>	<p>We request you to kindly relax and modify the clause as below for better response. Experience of having successfully completed / substantially completed PMC assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 10 crore or project cost of INR 250 crore for which the said consultancy services has been provided</p>	Refer Corrigendum 1
155.	<p><u>Page No. 45 Bid Data Sheet ITB 15.2.2</u> <u>Points earmarked for Technical Bid Evaluation (2b)</u> Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed</p>	<p>We request you to kindly relax and modify the clause as below for better response. Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-</p>	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 500 crore for which the said consultancy services has been provided	structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 30 lacs or project cost of INR 250 crore for which the said consultancy services has been provided	
156.	Section no.2, Clause Number 15, 15. 1, Sub-Clause Number 15.1.7, Page no. 34 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;	<ul style="list-style-type: none"> • We understand that Food Parks/ Logistic Parks/ Textile Parks/ Plastic Parks/ Leather Parks shall be considered eligible under this criterion. Request you to please confirm • The fee of INR 20 Crores/ Project Cost of INR 500 Crores seems to be on a very high side. We request that the same may be reduced and the criterion be revised as follows: <i>'at least one (1) of the assignment shall be more than INR 1 crore or the project cost for which the said consultancy services has been provided shall be more than INR 100 Crores'</i> 	Refer Corrigendum 1
157.	Section no.2, Clause Number 15, 15. 1, Sub-Clause Number 15.1.8, Page no. 34 Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation	<ul style="list-style-type: none"> • We understand that Food Parks/ Logistic Parks/ Textile Parks/ Plastic Parks/ Leather Parks shall be considered eligible under this criterion. Request you to please confirm 	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
	/ detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore; and	<ul style="list-style-type: none"> The Project Cost of INR 500 Crores seems to be on a very high side. We request that the same may be reduced and the criterion be revised as follows: <i>'at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 100 Crores'</i> 	
158.	Section no.2, Clause Number 15, 15. 1, Sub-Clause Number 15.1.9, Page no. 35 Experience of having successfully completed / substantially completed at least three (3) consultancy services assignments involving detailed master planning and architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs; and (2) construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date	<ul style="list-style-type: none"> We understand that Food Parks/ Logistic Parks/ Textile Parks/ Plastic Parks/ Leather Parks shall be considered eligible under this criterion. Request you to please confirm 'Smart Cities' is a single mandate under which multiple assignments related to Master Planning/Architectural Services are being executed. However, the client doesn't issue separate work orders/certificates for such projects. Can we showcase Smart City projects and highlight the scope of work specifically related to Master Planning/ Architectural Services in the contract executed between us and the State Government/ SPV? 	Refer Corrigendum 1
159.	Section no.3, Clause Number 15.2.2. Page no. 44 Relevant Experience of the Applicant	The requirement of '>5 projects' under each of the criteria 2a, 2b and 2c seems to be on a higher side. We request that the same is reduced to '> 3 Projects'. The revised clause can be: <i>2a : 1 Project: 6 Marks 2 to 3 Projects: 8 Marks</i>	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
		<p><i>>3 Projects: 10 Marks</i></p> <p>2b : 1 Project: 2 Marks 2 to 3 Projects: 4 Marks <i>>3 Projects: 6 Marks</i></p> <p>2c : 1 Project: 1 Marks 2 to 3 Projects: 2 Marks <i>>3 Projects: 3 Marks</i></p>	
160.	<p>Section no.3, Clause Number 15.2.2. Page no. 44</p> <p>Additional three marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects</p>	<p>The project is related to development of a Multi Model Transport Hub. However, the additional marks are being awarded only to the past experience in the 'Railway Station Development Project'. In order to enable more firms to qualify the same should be made slightly open ended to include Multi Model Transport Hub/ Freight Terminus/ Logistics Park.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
161.	<p>Section no.1, Clause Number 5. 7, Page no. 18</p> <p>A Bidder can submit one (1) Bid only either as a single entity or in the form of a JV / Consortium. In case a Bidder submits or participates in more than one Bid, the application of the Bidder shall be rejected summarily. For avoidance of doubt, it is hereby clarified that a Bidder applying individually or as a Member of a JV / Consortium shall not be entitled to submit another application either individually or as a Member of any JV / Consortium, as the case may be.</p>	<p>As a matter of our Firm's policy, the Firm does not enter into any formal consortium arrangements or agreements. Where there is a need to involve or be in alliance with other service providers one party will take the lead (with the client) and the other parties will be sub-consultants/ associate firm'</p> <p>While we shall submit the Joint Bidding Agreement with all the terms and conditions as per the format provided in the RFP, we request that we should be allowed to define the relationship as 'Lead Member' and 'Associate/ Sub Consultant'.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
162.	<p>Section no.2, Clause Number 9. 7.1, Sub Clause 9.7.1.2, Page no. 26</p> <p>The Team Leader proposed must be permanent full-time employee of the Bidder (including in case of a JV / Consortium, of its Member) who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either</p>	<p>We understand that such condition is normally applicable post award of tender as the engaging consulting firms aim to gather the best suitable talent specific to the project.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
	permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	This clause may kindly be linked to post-award, wherein the proposed professionals would be hired on the firm's/ consortium's pay roll. Additionally, we can also submit a confirmation from respective resources that they will be available for the project, if awarded.	
163.	Section 2 – Instructions to bidder, Clause 5.8.3, Page No. 18 of 189 In case the Bidder is a JV / Consortium of two (2) Members, then the minimum share of the 2nd Member shall not be less than 26%. In case the Bidder is a JV / Consortium of three (3) Members, then the minimum share of 2nd and 3rd Member shall not be less than 15% each, with total share of all the JV / Consortium Members being 100%. In either case, the share of the Member in Charge shall not be less than 51%.	As the Tender is for National Competitive Bidding, We Understand that the Lead Member of the Consortium will be a firm Incorporated in India and the JV Members can be company incorporated in foreign countries. Please Confirm	The conditions of the RfQ cum RfP remains unchanged.
164.	Section 3 – Bid Data Sheet, Clause ITB 15.2.2, (1) Relevant Experience for the Assignment, Page No. 44 of 189 Experience of having successfully completed / substantially completed PMC assignments including bid advisory and construction supervision related services with Central / State Government Departments/ PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones/ Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided	As the Scope of work in the PMC assignments include Bid Process Management and Construction Supervision Activities, kindly amend the captioned clause accordingly.	Refer Corrigendum 1
165.	Section 3 – Bid Data Sheet, Clause ITB 15.2.2, (1) Relevant Experience for the Assignment, Page No. 44 of 189 Relevant Experience for the Assignment Clause 1, 2b and 2c	We understand that one project having the following scope of 1) PMC including bid advisory and construction supervision 2b) DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawing	Refer Corrigendum 1

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC												
		2c) Detailed master planning & architectural design services Will be considered in 1, 2b and 2c category for scoring of Technical Proposal. Please confirm													
	<p>Section 3 – Bid Data Sheet, Clause ITB 15.2.2, ((2) CVs of Key Expert - Sub-Criteria for each Key Expert, Page No. 47 of 189</p> <table border="1" data-bbox="241 523 958 986"> <tr> <td>A General Qualifications - 20 %</td> </tr> <tr> <td>A1. Education - 10 %</td> </tr> <tr> <td>A2. Professional experience - 5 %</td> </tr> <tr> <td>A3. Training and publications - 5 %</td> </tr> <tr> <td>B. Adequacy for the Assignment: Project related - 70 %</td> </tr> <tr> <td>B1. Experience in similar capacity / broad sector - 30 %</td> </tr> <tr> <td>B2. Experience relevant to ToR / Assignment - 30 %</td> </tr> <tr> <td>B3. Overseas / International Experience - 10 %</td> </tr> <tr> <td>C. Association with Firm - 10 %</td> </tr> <tr> <td>C1. Full time permanent staff - 6 %</td> </tr> <tr> <td>C2. Years of Association - 4 %</td> </tr> <tr> <td>Total Marks – 100 %</td> </tr> </table>	A General Qualifications - 20 %	A1. Education - 10 %	A2. Professional experience - 5 %	A3. Training and publications - 5 %	B. Adequacy for the Assignment: Project related - 70 %	B1. Experience in similar capacity / broad sector - 30 %	B2. Experience relevant to ToR / Assignment - 30 %	B3. Overseas / International Experience - 10 %	C. Association with Firm - 10 %	C1. Full time permanent staff - 6 %	C2. Years of Association - 4 %	Total Marks – 100 %	<p>Please specify the Number of Years required in the below parameters</p> <p>A2. Professional experience - 5 %</p> <p>B. Adequacy for the Assignment: Project related - 70 %</p> <p>C. Association with Firm - 10 %</p> <p>For getting full marks in CV's during evaluation and scoring of all Key Expert Positions in Technical Proposal.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
A General Qualifications - 20 %															
A1. Education - 10 %															
A2. Professional experience - 5 %															
A3. Training and publications - 5 %															
B. Adequacy for the Assignment: Project related - 70 %															
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B3. Overseas / International Experience - 10 %															
C. Association with Firm - 10 %															
C1. Full time permanent staff - 6 %															
C2. Years of Association - 4 %															
Total Marks – 100 %															
166.	<p>Section 6 – Terms of Reference, Clause 14. Deficiencies of services Page No. 136 of 189</p> <p>14.1 Deficiencies on part of the Consultant should be made good by the Consultant without any cost and time implications to the Employer / EIC. The deficiencies may include but shall not be limited to:</p> <p>(i) not performing the services as per the Contract and undue delay in submission of designs & reports;</p> <p>(ii) not acting impartially or acting in collusion with the contractor(s);</p>	<p>We understand that the delay being referred to in item No. (i) in this clause does not include any delay resulting in the submission of designs & reports for the want of any inputs from the Employer. Please clarify and if required, amend the clause accordingly for clarity.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>												

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	<p>(iii) failure to give proper and timely advice to the Employer/ EIC or the contractor(s) to enable correction during execution;</p> <p>(iv) lack of proper coordination with the Employer / EIC and the contractor(s) to ensure smooth implementation of the Project(s); and</p> <p>(v) permitting sub-contracting of any works without authorization by the Employer / EIC</p>		
167.	<p>2.5.1 By the Employer</p> <p>The Employer may terminate the Agreement if:</p> <p>(a) the Consultant becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors; or.....</p> <p>n) the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.....</p> <p>Upon the occurrence of the any of the events specified above, the Employer shall give at least thirty (30) days' written notice to the Consultant for terminating this Contract. For the avoidance of doubt, it is hereby clarified that the aforesaid notice period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to bring the Assignment to a close in a prompt and orderly manner.....</p> <p>2.5.4 Payment upon Termination</p> <p>(b) Upon termination of this Contract pursuant to clauses 2.5.1 (m), 2.5.1 (n) and clause 2.5.2, the Employer shall make the following payments to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Employer, including any liquidated damages payable under clause 8 of the GCC): (i) remuneration pursuant to clause 6 of the GCC for services satisfactorily performed</p>	<p>The notice period in the event of termination for convenience by the Employer is requested to be increased to 60 days to meet the industry standards as well as permit sufficient time to the Consultant for winding down and manage related affairs.</p> <p>Please also clarify if the remuneration to be paid to the Consultant in case the Employer invokes termination for convenience will include payment for the services performed whether the related milestone is achieved or not as, in such a case, the Consultant would have incurred effort and costs both.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>prior to the effective date of termination and in respect of such services, reimbursable expenditures actually incurred prior to the effective date of termination; and (ii) reimbursement of reasonable costs incurred by the Consultant incidental to the prompt and orderly close of services and handing over to the Employer. For the avoidance of doubt, it is clarified that the Employer shall not under any circumstances (either in the event of termination of the Contract for any reason whatsoever or otherwise), be liable for any consequential or indirect loss or damage to the Consultant, including without limitation any loss of profit, loss of contract, liability under other agreements, or liability to third parties.</p>		
168.	<p>Section 7 Standard Forms of Contract, GCC, Clause 3.2.3 Consultant and Affiliates Not to Engage in certain activities, Page No. 160 of 189 The Consultant agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment; provided that the foregoing restriction shall not be applicable to any programme management / project management / consultancy / advisory services provided to the Employer in continuation of the services hereunder or to any subsequent programme management / project management / consultancy / advisory services provided to the Employer in accordance with the rules, guidelines, policies of the Employer. Further, the Consultant shall during the course of performance of the Assignment and for a period of two (2) years</p>	<p>This clause seems quite restrictive.</p> <p>Prohibiting the Consultant, its Affiliates, its Sub-consultants and their Affiliates during the term of the Contract from providing goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment is understandable. However, extending the restriction to two (2) years beyond the term of the Contract seems unreasonable and quite restrictive.</p> <p>It is, therefore, urged to amend these clauses to make them more amenable.</p> <p>It is also requested to share with us the rules, guidelines, policies of the Employer to review them and seek clarity on the same wherever and if required.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

REPLIES TO PRE-BID QUERIES

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Sr. No.	Clause	Query	Response from NICDC
	<p>after the expiry or termination of this Contract, ensure that there is no Conflict of Interest with that of the Project(s) or the Employer and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project(s) or of the Employer. Further the Consultant shall not and shall ensure that the Sub- consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Employer or any other persons involved in the Project(s). For the purposes of this clause 3.2.3, an 'Affiliate' shall also include a partner in the firm of the Consultant / Sub-Consultant, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid up share capital of the Consultant / Sub-consultant, as the case may be, and any Affiliate thereof.</p>		
169.	<p>Section 7 Standard Forms of Contract, GCC, Clause 3.2.4 Prohibition of Conflicting Activities, Page No. 160 of 189</p> <p>The Consultant shall not and shall ensure that the Sub- consultants and the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub-Consultant or Affiliate would include:</p> <p>(a) providing bid advisory services to any contractors or consultants bidding in respect of any works or services related to the Project(s);</p>	<p>This clause seems quite restrictive.</p> <p>Prohibiting the Consultant, its Affiliates, its Sub-consultants and their Affiliates during the term of the Contract from providing goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment is understandable. However, extending the restriction to two (2) years beyond the term of the Contract seems unreasonable and quite restrictive.</p> <p>It is, therefore, urged to amend these clauses to make them more amenable.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	or being engaged by any contractor for the Project(s) for detailed planning, supervisory services, engineering support or any other services		
170.	<p>Section 7 Standard Forms of Contract, GCC, Clause 4.2 Removal and / or Replacement of Personnel, Page No. 165 of 189</p> <p>4.2.1 The Consultant shall ensure that all the Key Personnel specified in Appendix B shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith, and in any event within a period of thirty (30) days from the date when the relevant Key Personnel cease to be available for the Project(s), provide as a replacement a person of equivalent or better qualifications and experience; provided that during the term of this Contract, the Consultant may replace not more than two (2) Key Personnel and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Employer, provide a temporary resource for no more than six (6) months. The temporary resource shall be of equivalent or better qualifications & experience and the Consultant shall be paid no more than ninety percent (90%) of the agreed rate of the Personnel being replaced. Permanent replacement Personnel shall be subject to Employer approval, and for the first replacement of Key Personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the Key Personnel being replaced and for a subsequent replacement for such role, the permanent replacement Key Personnel shall be paid at eighty percent (80%) of the then</p>	<p>It is requested to make the replacement penalty applicable after the first two replacements are exhausted by the Consultant, that is, no penalty should apply to the first two replacements. It is humbly requested that the clause may accordingly be modified.</p> <p>Alternatively, if the aforesaid is not possible, it is most humbly requested that you may consider bringing down the penalty percentage from 10 % and 20% to 5 % and 10% for the two permitted replacements.</p> <p>However, we strongly urge to consider the first option of completely removing the penalty for the first two replacements, which are resorted to by any Consultant only under extremely compelling circumstances.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	<p>applicable rate. For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Personnel under this clause 4.2.1 shall not be applicable in case of changes in Key Personnel pursuant to clause 4.2.3.</p>		
171.	<p>Section 7 Standard Forms of Contract, GCC, Clause 5.5 Supplementary Work Orders, Page No. 167 of 189</p> <p>5.5.4 Without prejudice to clause 5.5.1, the Employer may, by way of issuance of a Supplementary Work Order, reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of services, staffing level, quantum of work required from the Key Personnel and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the services to be performed by the Consultant under such previously issued Work Order.</p> <p>5.5.5 The Consultant agrees and acknowledges that a Supplementary Work Order issued under clause 5.5.4 shall be binding on it and it shall be required to perform the services under the previously issued Work Order as it stands varied by such Supplementary Work Order even it disputes the effect of such variation on the quantum of work required from the Key Personnel and the Additional Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with clause 5 of the Form of Contract, the Employer will pay as per the</p>	<p>It is not clear if the scope of work will be reduced how the value in the Supplementary Work Order will go beyond the value of the already issued relevant Work Order? Please clarify.</p> <p>It is humbly requested to fix the maximum aggregate percentage reduction in the scope of work by issuing Supplementary Work Orders during the term of the Contract to ensure commercial viability of the Project for the Consultant as this will minimise any chances of any future disputes in relation to the same.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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	terms of such Work Order as varied by the Supplementary Work Order.		
172.	<p>Section 7 Standard Forms of Contract, GCC, Clause 6.1.5, Page No. 170 of 189</p> <p>Unless the Employer shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received the invoice complete in all particulars with relevant supporting documents.</p>	Sixty days' payment term seems to be on the longer side. It is requested to lower it to 30 days or in any case not beyond 45 days in cognizance with the current economic condition in COVID-19.	The conditions of the RfQ cum RfP remains unchanged.
173.	<p>Section 7 Standard Forms of Contract, SCC, Clause 3.8, Page No. 177 of 189</p> <p>The Insurances shall be jointly in name of Consultant and Employer. In case the Consultant intends to utilize the existing umbrella insurance policy(ies) already obtained by the Consultant, in the cover note / letter issued by the Insurance Company incorporating the name of this Assignment in the umbrella policy, it shall mention the Employer as the beneficiary and Consultant shall procure an undertaking from the Insurance Company in this regard. In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this Assignment than Consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this Assignment.</p>	Please Clarify what do you mean by the term "beneficiary".	The conditions of the RfQ cum RfP remains unchanged.
174.	<p>Section 7 Standard Forms of Contract, SCC, Clause 6.5, Page No. 178 of 189</p> <p>6.5 Performance Security</p> <p>The Employer shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>(a) the Consultant becomes liable to pay liquidated damages;</p> <p>(b) occurrence of any of the events listed in sub-clauses (i) through</p>	<p>It is requested to amend item#(a) that entitles the Employer to claim under the Performance Security by letting the Employer invoke the provision if the aggregate maximum liquidated damages payable to the Employer exceed the permitted 10% limit. Else, permitted limit seems to be redundant.</p> <p>It is further requested that the instances of asking the Consultant to</p>	The conditions of the RfQ cum RfP remains unchanged.

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	(xii) of clause 2.5.1 of the GCC; (c) any material breach of the terms hereof; (d) and / or without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.	extend the validity of the Performance Security should be clearly spelt out so as to avoid any arbitrariness in its application and ensure timely release of the same to the Consultant once all obligations of the Consultant have been duly completed.	
175.	Section 1 – Letter of Invitation, Clause 2 Critical Date Sheet, Page No. 9 of 189 2.2 Some important dates for this RFQ cum RFP process are as follows: Bid Submission Last Date - 25/06/2021 up to 1500 Hrs	Kindly provide us with a 3 weeks extension after release of pre- bid minutes due to current covid situation and lockdown.	Refer Corrigendum 1
176.	Clause 15.1.6 Page no. 34 Average Annual Turnover including consultancy services over the last three (3) years ending 31 st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant. In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement	We request the authority to allow average annual turnover including consultancy services over last three (3) years ending 31 st March of the previous financial year (FY) should be at least INR 150 Crore collectively . It seems reasonable for this type of assignment. And amend the criteria of Annual turnover of the Member in charge to meet at least 60% of the Average Annual Turnover requirement	The conditions of the RfQ cum RFP remains unchanged.
177.	Clause No. 6.6 Page No 179 Milestones for the First Work Order	We request the Authority to provide payment schedule of Project Supervision i.e. Phase 2.	The conditions of the RfQ cum RFP remains unchanged.
178.	Clause 15.1.7, Page 34 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction	We request you to kindly rephrase the clause as mentioned below: Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory/ bid management and construction supervision	Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC
	supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;	related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities/ Urban Infrastructure / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;	
179.	Clause 15.1.7, Page 34 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;	Will railway station development project be considered under railway sector project as mentioned under clause ITB 15.2.2 in bid datasheet?	Refer Corrigendum 1
180.	Page 45, Clause 1 Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same	We request you to kindly amend the clause as mentioned below: Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same	The conditions of the RfQ cum RfP remains unchanged.

REPLIES TO PRE-BID QUERIES

Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

Sr. No.	Clause	Query	Response from NICDC
	magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects	magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railways/ metros/ railway station development projects	
181.	Page 45, Clause 2b Additional two (2) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects	We request you to kindly amend the clause as mentioned below: Additional two (2) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railways/ metros/ railway station development projects	The conditions of the RfQ cum RfP remains unchanged.
182.	Page 137, Clause 17.1, Table SN. 2 Team Leader Graduate in Civil Engineering and master's degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	We request you to kindly also allow MBA and Civil Engineering in post-graduation experience. We propose the following changes: Graduate in Civil Engineering and MBA / Master's Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture/ Civil Engineering or equivalent	The conditions of the RfQ cum RfP remains unchanged.
183.	Page 138, Clause 17.1, Table SN. 2 Dy. Team Leader & Infrastructure Expert Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	We request you to kindly allow Master's in Civil Engineering also in post-graduation experience. We propose the following changes: Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering / Civil Engineering / Construction Management / Urban Planning / Architecture or equivalent	The conditions of the RfQ cum RfP remains unchanged.
184.	Page 138, Clause 17.1, Table SN. 3 Structural Design Expert Graduate in Civil Engineering and master's degree / PGD in Structural Engineering or equivalent	We request you to kindly amend the clause as mentioned below: Graduate in Civil Engineering and preferably master's degree / PGD in Structural Engineering or equivalent	The conditions of the RfQ cum RfP remains unchanged.
185.	Clause 6.2, Page 108 assist the Employer / EIC to obtain all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility shifting etc.) from concerned authorities;	We understand the consultant scope is limited to providing technical inputs to the client for obtaining all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility shifting etc.) from concerned authorities. Liasoning work is not included in the scope of consultant. Please confirm.	Part of scope of work for the GC.

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Sr. No.	Clause	Query	Response from NICDC
			The conditions of the RfQ cum RfP remains unchanged.
186.	Page 9.1, Page 134 Upon commencement of the Assignment, the Consultant shall promptly begin setting up its exclusive organization to the satisfaction of the Employer / EIC and shall be housed in one place in the NCR. The location of the office shall have the approval of the Employer / EIC.	If consultant has already got office in Noida with the required infrastructure facilities as mentioned in the RFP, Can the consultant be permitted to work from this office as PMO office?	The conditions of the RfQ cum RfP remains unchanged.
187.	Page 44, ITB 15.2.2 Relevant Experience for the Assignment	Can same projects be repeated under Evaluation Criteria 1, 2b and 2c.	The conditions of the RfQ cum RfP remains unchanged.
188.	Page 47 Make in India As per policy of Gol to encourage 'Make in India' and promote manufacturing and production of goods & services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 04.06.2020 on the subject "Public Procurement (Preference to Make in India), Order 2017 – Revision" shall be fully applicable	As per clause 10 (e) of order no. P-45021/2/2017-PP (B.E-II) dated 04.06.2020, please suggest whether local bidders/ consultants can associate with international firms incorporated in countries other than India.	The conditions of the RfQ cum RfP remains unchanged.
189.	Page 43, Last date & time for submission of online Bids	We request to provide consultant extension of at least 21 days from the date of issue of pre bid replies.	Refer Corrigendum 1
190.	Page 77 Notes: 1. In addition to eight (8) number of Key Personnel, the Employer recognizes that Additional Personnel will be needed to deliver the Assignment. An indicative list of disciplines / functional role that comprise the Additional Personnel is provided above. It is likely that all the Additional Personnel against the twenty-three (23) functional	There appears to be inconsistency between the manmonth specified for each position in the table for additional personnel and total manmonth mentioned in the Notes section below the table. Kindly clarify.	Refer Corrigendum 1

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	<p>roles / discipline may not be required for the entire duration of the Assignment.</p> <p><u>However, for the sake of uniformity in the Bids, the Employer has estimated twelve (12) person months per year for each of the functional role for a total of 276 person months per year (12 person months X 23 disciplines = 2 person months per year).</u></p>		
191.	<p>Page 170, Clause 6.1.8</p> <p>Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with clauses 1.8, 5.5, 5.6 and 6.1.6, the Parties agree and acknowledge that at no time shall:</p> <p>(a) the fees payable pursuant to clauses 6.1.2 (d) and 6.1.4 together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling; and</p> <p>(b) the aggregate sums (including reimbursable OPEs) payable pursuant to clauses 6.1.2 and (d) together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.</p>	<p>In case, additional man months are required over and above the estimated man months given in the RFP, the cost of additional man months shall be paid by the client to the consultant over and above the contract value. Please confirm.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>
192.	<p>Page 168, Clause 6.1</p> <p>Payment Terms:</p> <p>The sum payable to the Consultant under each monthly invoice shall consist of two (2) parts, the fees and reimbursable OPEs and such sum shall be determined as follows:</p> <p>(a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Key Personnel and Additional Personnel for the services to</p>	<p>Since the deployment of experts will vary based on the progress of the project and could lead to negative cash flow to the consultants, we request you to kindly allow consultant to quote lumpsum price for this project and the payment terms to be milestone based rather than lower of the time spent by the experts and milestone %age.</p>	<p>The conditions of the RfQ cum RfP remains unchanged.</p>

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Sr. No.	Clause	Query	Response from NICDC
	complete such milestone, as calculated in accordance with clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted Personnel rates for the Key Personnel and the Additional Personnel as envisaged in clause 6.1.66.1.6 of the GCC;		
193.	Page 165, Clause 4.2 Removal and / or Replacement of Personnel	Since this is a long duration project, we request you to kindly consider replacement of not more than two (2) four (4) Key Personnel and there shall be not more than two (2) replacements for any particular position.	The conditions of the RfQ cum RfP remains unchanged.
194.	Page 172, Clause 8.2 8.2 The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year.	We request you to kindly limit the liquidated damages to 5% of the contract value of the Yearly Fee Ceiling for the First Year or any Subsequent Year.	The conditions of the RfQ cum RfP remains unchanged.
195.	ITB-Section 2, Clause 5, Sub Clause 5.8.6, Page 18 of 189 There shall be a Joint Bidding Agreement specific for the Contract between the constituent Members, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the Assignment amongst them 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.	FORM 4E is provided for joint bidding agreement. It is requested to kindly accept the Apostilled document too.	The conditions of the RfQ cum RfP remains unchanged.
196.	ITB-Section 2, Clause 5, Sub Clause 5.9.14, Page 20 of 189 5.9.14 In case of award of work to a JV / Consortium, all the Members of the JV / Consortium shall sign the Contract.	The JV formed for the subject project is unincorporated, with an intent to combine the complementary capabilities and severally liable. It would be appropriate to allow the lead partner to sign the contract with required authorization from the partner.	The conditions of the RfQ cum RfP remains unchanged.

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Sr. No.	Clause	Query	Response from NICDC
197.	ITB-Section 2 – 9.7.1.2 (i)The Team Leader proposed must be permanent full-time employee of the Bidder (including in case of a JV / Consortium, of its Member) who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	Considering the expert qualification and professional experience which is elaborate and extensive it is requested to consider permanent employment type as preferable in place of mandatory requirement.	The conditions of the RfQ cum RfP remains unchanged.
198.	SCC, 6.6 Milestones for the First Work Order, Page 180 of 189 The maximum fees (as a percentage of the Work Order Value) payable to the Consultant in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year is as follows:	Under the present RFP the services are to be provided by a team of Multidisciplinary expert which are highly dependent on various stakeholder. It is unclear of the payment mechanism for the project. For complex assignment similar to present project, it is requested to consider Monthly Payment to the Consultant	The conditions of the RfQ cum RfP remains unchanged.
199.	TOR, 17 Staffing Requirement & Eligibility Criteria Staffing Requirement & Eligibility Criteria	It is requested to include number of support staff to assist Key Expert and office running namely: Office Manager Accountant Secretary-Cum-Computer Operator Office Boy.	The conditions of the RfQ cum RfP remains unchanged.
200.	Section 2 - ITB Bid Evaluation - Pre- qualification Criteria Clause No. 15.1.6, Page No. 34. Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.	As per RFP, share of lead member of JV shall not be less than 51%. Similar to this we request to align financial turnover requirement as well shall not be less than 51% of total desired i.e., INR 102 Crore. Also, as the Audit of Financials of FY 2020-21 are not completed yet. Request you to accept Turnover of FY 2017-18, 2018-19 and 2019-20.	The conditions of the RfQ cum RfP remains unchanged. Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC
	In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement;		
201.	Section 2 - ITB Part 2: Technical Bid Clause No. 9.7.1.2, (d), (i), Page No. 26. The Team Leader proposed must be permanent full-time employee of the Bidder (including in case of a JV / Consortium, of its Member) who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	Since this is a GC assignment and the Key Personnel need to be deployed at project office. Kindly request you to allow Team Leader as well to be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).	The conditions of the RfQ cum RfP remains unchanged.
202.	Section 2 - ITB Bid Evaluation - Pre- qualification Criteria Clause No. 15.1.7, 15.1.8, 15.1.9, Page No. 34-35. 15.1.7 - Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services.... 15.1.8 - Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural	We assume qualifying projects can be repeated across multiple criteria. Please Confirm.	The conditions of the RfQ cum RfP remains unchanged.
203.	Section-3: Bid Data Sheet, ITB 15.2.2, Relevant Experience for the Assignment, 2b, Page No. 45	Airport Terminals and Land port terminals are of similar complexity and have similar features.	Refer Corrigendum 1

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Sr. No.	Clause	Query	Response from NICDC
	Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks /Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 500 crore for which the said consultancy services has been provided	Hence, we request your good self to kindly consider Land Port Terminal buildings in this category.	
204.	Section-3: Bid Data Sheet, ITB 15.2.2, Relevant Experience for the Assignment, 2c, Page No. 46 Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning & architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Industrial / Residential Township / Smart Cities/ Station Building / Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date	We request you to kindly amend as “Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning or architectural design services of Special Economic Zones / Special Investment Zones/ Urban Cities / Industrial Cities / Industrial Parks/ Industrial / Residential Township / Smart Cities / Station Building / Logistics Parks / Terminal Buildings / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date”.	Refer Corrigendum 1
205.	Section-2: Introduction to Bidders, 15.1.9, Notes, c, Page No. 35 The experience of parent company/ subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid	We believe that as allowed in various tenders published by Govt. agencies say AAI, RVNL, RLDA, Indian Railway. Technical credentials of subsidiary(ies) in which shareholding of the parent/ holding company is more than 90% either at its own (directly) and/ or combined (indirectly) through one or more of its subsidiary companies, shall be	The conditions of the RfQ cum RfP remains unchanged.

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Sr. No.	Clause	Query	Response from NICDC												
		<p>treated as the credentials of parent/ holding company. Please confirm.</p>													
206.	<p>Pg 18, Clause 5.8.1 The JV / Consortium can be entered between two (2) or more Members and limited to maximum three (3) Members</p>	<p>The JV / Consortium can be entered between two (2) or more Members and limited to maximum three (3) Four (4) Members.</p>	<p>Refer Corrigendum 1</p>												
207.	<p>Pg 46, ITB Clause 15.2.2</p>	<p>Request to add:</p> <table border="1" data-bbox="987 523 1733 1358"> <thead> <tr> <th data-bbox="987 523 1137 600">S. No.</th> <th data-bbox="1137 523 1350 600">Evaluation Criteria</th> <th data-bbox="1350 523 1543 600">Scoring</th> <th data-bbox="1543 523 1733 600">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="987 600 1137 1241">2d</td> <td data-bbox="1137 600 1350 1241"> <p>Experience of having successfully transacted land/ built assets for Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date.</p> </td> <td data-bbox="1350 600 1543 1241"> <ul style="list-style-type: none"> • >1 and <= 5 Projects: 01 Marks • >5 and <=10 Projects: 02 Marks • >10 Projects: 05 Marks </td> <td data-bbox="1543 600 1733 1241">05</td> </tr> <tr> <td colspan="4" data-bbox="987 1241 1733 1358"> <p>Additional three (3) marks shall be given to those Bidders who have transacted projects with Indian Railway or its associated entities such as RLDA, IRSDC, IRCON, Transit/Metro authorities</p> </td> </tr> </tbody> </table>	S. No.	Evaluation Criteria	Scoring	Maximum Marks	2d	<p>Experience of having successfully transacted land/ built assets for Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date.</p>	<ul style="list-style-type: none"> • >1 and <= 5 Projects: 01 Marks • >5 and <=10 Projects: 02 Marks • >10 Projects: 05 Marks 	05	<p>Additional three (3) marks shall be given to those Bidders who have transacted projects with Indian Railway or its associated entities such as RLDA, IRSDC, IRCON, Transit/Metro authorities</p>				<p>The conditions of the RfQ cum RfP remains unchanged.</p>
S. No.	Evaluation Criteria	Scoring	Maximum Marks												
2d	<p>Experience of having successfully transacted land/ built assets for Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date.</p>	<ul style="list-style-type: none"> • >1 and <= 5 Projects: 01 Marks • >5 and <=10 Projects: 02 Marks • >10 Projects: 05 Marks 	05												
<p>Additional three (3) marks shall be given to those Bidders who have transacted projects with Indian Railway or its associated entities such as RLDA, IRSDC, IRCON, Transit/Metro authorities</p>															
208.	<p>Pg 77, Form 40</p>	<p>Request to add the following experts:</p>	<p>Refer Corrigendum 1</p>												

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Sr. No.	Clause	Query				Response from NICDC	
		#	Functional Role / Discipline	Senior Expert	Associate		Total Person Months per Year
		24	Real Estate cum Marketing Expert	4	12	16	
		25	Financial Expert	3	6	9	
209.	Pg 99, Scope Component I	Following may be added. 2h. Utility infrastructure including distribution and collection networks.				The conditions of the RfQ cum RfP remains unchanged.	
210.	Pg 100 In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to: 1. Review and value addition of feasibility studies; 2. Seeking all clearances and approvals; 3. Procurement strategy, bid documentation and bid process management; 4. Implementation Mechanism & Contract Management framework; 5. Proof checking; and 6. Construction supervision and quality assurance	We request to add. In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to: 1. Review and value addition of feasibility studies; 2. Value addition to the site master plan and the station design 3. Seeking all clearances and approvals; 4. Procurement strategy, bid documentation and bid process management; 5. Implementation Mechanism & Contract Management framework; 6. Proof checking; and 7. Construction supervision and quality assurance				Refer Corrigendum 1	
211.	Pg 137, Clause 16 16. Scope Exclusions The Consultant's scope of work shall include but not be limited to the parts covered above except the following: (i) Master Planning and Transaction Advisory related services for scope component III of the MMTH project; (ii) Planning, designing, procurement and construction	We request to modify the clause as follows: 16. Scope Exclusions The Consultant's scope of work shall include but not be limited to the parts covered above except the following: (i) Master Planning and Transaction Advisory related services for scope component III of the MMTH project; (ii) Planning, designing, procurement and construction supervision				Refer Corrigendum 1	

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	supervision related services for scope component III of the MMTH project; and (iii) Any form of legal opinion, financial audit services, or any specialized services such as tax assessment to the Employer	related services for scope component III of the MMTH project to be done by private developers ; and (iii) Any form of legal opinion, financial audit services, or any specialized services such as tax assessment to the Employer	