

**RfQ-cum-RFP FOR THE APPOINTMENT OF PROGRAMME MANAGER FOR NEW CITIES (PMNC) FOR INFRASTRUCTURE DEVELOPMENT OF INTEGRATED MANUFACTURING CLUSTER AT PALAKKAD IN KERALA UNDER CBIC PROJECT**

**Reference Number: TKI/IMC/RFP/PMNC/01/2024-25**

**Bid Number: GEM/2024/B/5745489**

**Response to Pre-Bid Queries**

SN	RFP Section/Clause No.	Clause Description	Query raised by Prospective Bidders	Response of KICDC
1	<b>Section- 2 5. Preparation of Proposal</b>	5.6.8 Technical Proposal- Clause 3h  The Applicant must furnish the Client certifications/Certificate from the Statutory Auditor for the projects listed under the experience section.	It is requested that the bidders to be allowed information from any public domain to substantiate for information regarding the project which may be missing in the client certificate.	RFP conditions shall remain unchanged
2	<b>Section- 2 5. Preparation of Proposal</b>	5.6.8 Technical Proposal- Clause 3j If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite Proposed Key Personnel from that foreign company/ entity shall be fielded.	We request that a firm qualified using the credentials of parent company does not have to propose key personal from the parent company.	Pls refer Instruction to Bidders ; clause 2.5.5 & clause 5.6.8 (d)
3	<b>Section 2: Instructions to Applicants</b>	2.4.1 This RfQ-cum-RFP and the rights and obligations of the Parties and any dispute arising under or relating thereto (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of India.	We kindly seek clarification from the Authority regarding the dispute resolution mechanism and jurisdiction outlined in the contract, as this information will assist in proactively addressing any unforeseen legal complexities during execution.	Refer clause 5.1, pg. 185 and 12, pg. 227 of Section 6 GCC of RFP
4	<b>Section 2: Instructions to Applicants</b>	2.6.3 The submissions for Pre-Qualification shall be evaluated first as specified in this RfQ-cum-RFP (Refer Clause 8.2.2 below). Subsequently the technical evaluation as specified in this RfQ cum-RFP (Refer Clause 8.2.4 below) will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposal of only the technically qualified Applicants will be opened. Subsequently the financial evaluation as specified in this RfQ-cum RFP (Refer Clause 8.2.7 below) will be carried out. Proposals will finally be ranked	We have observed a contradiction in the RFP document:  1. It states that if the First Ranked Applicant does not accept the offer, the bid would be cancelled and retendered.  2. However, another section mentions that if the Successful Applicant fails to sign the Agreement or commence the assignment as specified, the Client may invite the Second Ranked Applicant for contract signing.  We request Authority to kindly consider statement 2, as leading PSUs are aligning with similar terms for contract signing to ensure the successful implementation of projects.	No Contradiction in Clause.  Refer Clause 2.6.3 "The submissions for Pre-Qualification shall be evaluated first as specified in this RfQ-cum-RFP (Refer Clause 8.2.2 below). Subsequently the technical evaluation as specified in this RfQcum-RFP (Refer Clause 8.2.4 below) will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposal of only the technically qualified Applicants will be opened. Subsequently the financial evaluation as specified in this RfQ-

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		<p>according to their combined technical and financial scores as specified in this RfQ-cum-RFP (Refer Clause 4, Annexure-IV below). The first ranked Applicant (the “Successful Applicant”) shall be invited for negotiations. In case, the first ranked applicant does not accept the offer, the bid would be cancelled and re-tendered</p>	<p>Kindly confirm</p>	<p>cumRFP (Refer Clause 8.2.7 below) will be carried out. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfQ-cum-RFP (Refer Clause 4, Annexure-IV below). The first ranked Applicant (the “Successful Applicant”) shall be invited for negotiations. In case, the first ranked applicant does not accept the offer, the bid would be cancelled and re-tendered".</p> <p>Clause 2.7.3- "Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process".</p>
5	<p><b>Section 2: Instructions to Applicants</b></p>	<p>3. Bid Security Provided that the following categories of Applicants, on submission of Bid Security Declaration in the format specified in Form 4G (II), shall be exempted from furnishing Bid Security</p>	<p>Exemption for Central PSU’s from submitting Bid security – whether it is final?</p>	<p>The RFP clause remains unchanged</p>
6	<p><b>Section 2: Instructions to Applicants</b></p>	<p>4.7 An Applicant shall submit its Proposal either individually or as a Consortium. However, it may as part of its Proposal specify specialty sub-consultants provided however that the compensation for such sub-consultant(s) shall not exceed 30% (thirty</p>	<p>While reviewing the clauses in the document, we noticed a potential discrepancy regarding the permissible share for sub-consultants: 1. Clause 4.7: Specifies that the compensation for sub-consultants shall not exceed 30% of the Yearly Fee Ceiling. 2. Clause 3.4.4: States that the aggregate value of all sub-contracts with sub consultants shall not exceed 25% of the Work Order</p>	<p>30 % Limit is with respect to yearly fee and 25% is with respect to total value of contract for the entire term of contract. Hence the condition of RFP remains unchanged</p>

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		percent) of the Yearly Fee Ceiling (as defined in the Standard Form of Contract) at any time. Sub-consultant(s) envisaged to deliver the scope of works must be listed in the Proposal with their role(s) and responsibility clearly noted in the organization chart. The experience of the sub-consultant will not be considered while evaluating the Proposal.	Value. These provisions appear to contradict each other. Please clarify which limit should be adhered to, or if these clauses pertain to different aspects of sub-consultancy arrangements?	
7	<b>Section 2: Instructions to Applicants</b>	Last Date of Proposal Submission	We request that the submission deadline be extended by two weeks from the date of actual submission deadline (23.01.2025).	04-02-2025, 3.00PM
8	<b>Section 2: Instructions to Applicants</b>	8.1.1 2 In case of an Applicant which is a subsidiary of a body corporate incorporated under the applicable laws of its origin and using credentials of parent company for Technical and Financial Qualifications, a letter of support will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilise the same for performance of services.	We understand that a firm qualified using the credentials of parent company does not have to propose key personal from the parent company.	The Clause is Self Explanatory
9	<b>Section 2: Instructions to Applicants</b>	8.2.4 2 In case the Applicant is a Consortium, the evaluation of the Technical proposal shall include the credentials of all members, including non-substantial members.	Kindly clarify whether credentials of a sub-consultant will also be evaluated.	Please refer Annexure – I: Parameters for Evaluation of Pre-Qualification Sr. No. (1b), Pg no. 50
10	<b>Section- 2 5. Preparation of Proposal</b>	5.6.9 Financial Proposal -Clause 3h Indexation of remuneration will not be done in this Contract. For the sake of clarity, it is again clarified that the same rates are to be quoted for Year 1 (one)	1) if the Project duration is extended beyond 4 years, whether escalation will be given for extended period beyond four years.	RFP conditions shall remain unchanged.

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		to 4 (Four) and escalation will not be given in this Contract.		
11	<b>Section- 3 Annexure – I: Parameters for Evaluation of Pre-Qualification</b>	<p>Minimum Qualification Criteria</p> <p>1a) Specific experience* of the applicant: As a sole applicant or lead member of a Joint venture/Consortium should have completed at least Two project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning &amp; supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Five (5) square kilometers.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> <li>i. Roads and Bridges</li> <li>ii. Water Supply and Sewerage network</li> <li>iii. STP/CETP/WTP</li> <li>iv. ICT infrastructure</li> <li>v. Storm water Drainage</li> <li>vi. Power substation incl. Distribution network</li> </ul>	<p>1. Can experience gained as a PMA, Design &amp; Supervision Consultant, or Supervision Consultant be considered eligible to meet the requirements of Clause 1a, provided the scope of work performed under these roles aligns with the scope</p> <p>2. Please include the following sectors also including" industrial estates/ special economic zones / special investment zones/ area development plans",* Solid Waste Management* Building Works*Sanitation towards fulfilling the requirements of Clause 1a</p> <p>3.We request you to please rephrase the clause*Roads / Bridges(instead of "Roads and Bridges") *Water Supply / Sewerage (instead of "Water Supply and Sewerage")</p> <p>4. we request the client to kindly allow both the members of the JV to jointly meet &amp; fulfill the requirements of minimum eligibility &amp; Evaluation of Pre-Qualification criteria.</p> <p>5. Considering that the criteria allow for projects involving implementation of area development plans, we understand that projects involving smart city projects, airport development, port development that have multiple components similar to integrated infrastructure similar to this project can also be submitted by the bidders.</p> <p>6. Considering the tenure of similar projects is relatively longer, with implementation spanning across 5-7 years, it is requested to</p>	<p>1) RFP conditions shall remain unchanged.</p> <p>2) RFP conditions shall remain unchanged</p> <p>3)RFP conditions shall remain unchanged</p> <p>4) RFP conditions shall remain unchanged</p> <p>5)RFP conditions shall remain unchanged</p> <p>6)Refer Corrigendum.-2</p>

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		<p>1b) Specific experience* of the applicant: As the other member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Two (02) square kilometers. In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include:</p> <ul style="list-style-type: none"> <li>i. Roads and Bridges</li> <li>ii. Water Supply and Sewerage network</li> <li>iii. STP/CETP/WTP</li> <li>iv. ICT infrastructure</li> <li>v. Storm water Drainage</li> <li>vi. Power substation including Distribution network</li> </ul> <p>*Note: Applicants are requested to provide the “Client Certificate” for the above listed projects. Certificate must confirm the key attributes e.g size, type, value, duration, scope of work and client reserves the right to check the credentials of the</p>	<p>allow bidders to submit projects completed during last 15 years instead of 10 years</p>	

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		project from the respective client. Inability to produce the certificate will result in rejection/non consideration of that project for evaluation.		
12	<b>Section- 3 Annexure – I: Parameters for Evaluation of Pre-Qualification</b>	<p>2. The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following:</p> <p>(i) Three (03) similar completed services with the construction cost of not less than Rs 700 Crore each; or</p> <p>(ii) Two (02) similar completed services with the construction cost of not less than Rs 900 Crore each; or</p> <p>(iii) One (01) similar completed service with the construction cost of not less than Rs 1400 Crore.</p> <p>For the sake of clarity, similar works shall mean implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development.</p>	<p>1. We hereby request you to revise the criteria, The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant / Project Management Agency during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following:</p> <p>(i) Three (03) similar completed services with the consultancy fees of not less than Rs 20 Crore each; or</p> <p>(ii) Two (02) similar completed services with the consultancy fees of not less than Rs 25 Crore each; or</p> <p>(iii) One (01) similar completed service with the consultancy fees of not less than Rs 40 Crore.</p> <p>2. We request client to consider projects from last 15 years.</p>	<p>1) RFP conditions shall remain unchanged**</p> <p>2) Refer Corrigendum.-2</p>
13	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	<p>A1) .Similar experience related to the Assignment The applicant should have completed at least two (2) similar project of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with</p>	<p>1) We hereby request you to revise the criteria, so that maximum firms may participate in tendering process; The applicant should have completed at least one (1) similar project of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC)/ Project Management Agency / Design &amp; Supervision Consultant / Supervision Consultant during the last ten (10) years preceding the</p>	<p>Refer Corrigendum.-2</p>

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		the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs. Applicant may submit maximum three (03) completed projects and 1 Greenfield development project to attain maximum marks under this category.	PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs/ Smart City / Urban Infrastructure Project. Applicant may submit three (03) completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category	
14	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	A2 ) Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken three (03) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme / project package should be at least ₹ 1400 Cr. Applicant may submit four (04) completed projects to attain maximum marks under this category.	We hereby request you to revise the criteria, so that maximum firms may participate in tendering process Experience in Programme /Project Management / Project Management Agency / Design & Supervision / Supervision Consultant / Independent Engineer for National / State level Infrastructure development programme/ projects The applicant shall have, over the last ten (10) years preceding the PDD, undertaken at least two (02)such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects Minimum size of each eligible programme / project package should be at least ₹ 1,000 Cr. Applicant shall submit three(03) completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category.	Refer Corrigendum.-2
15	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	A3) General experience in Project Development Advisory Consultancy Services The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar project of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development. These projects should have infrastructure components like roads &	We hereby request you to revise the criteria, so that maximum firms may participate in tendering process; The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory /services for major infrastructure projects like Industrial townships/ special economic zones / investment regions/area development, Integrated real estate development/Infrastructure projects. These projects should have infrastructure components like roads & utilities, power, water supply network, solid waste management and sewage	Refer Corrigendum.-2

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		utilities, power. The cumulative consultancy Fee of two eligible project shall be ₹ 20 Crore.	treatment plants, building. The cumulative consultancy Fee of two eligible project shall be ₹ 20 Crore.	
16	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	A4)International experience of the Project Development Advisory Consultancy Services The applicant should have undertaken atleast one (01) project outside India like Industrial townships/ special economic zones / special investment zones/area development Integrated real estate development with components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. Applicant may submit two (02) projects to attain maximum marks under this category.	1)We hereby request you to revise the criteria, so that maximum firms may participate in tendering process; S.No. A4: International / National experience of the Project Development Advisory / Project Management Consultancy Services The applicant should have undertaken atleast one (01) project like Industrial townships/ special economic zones / special investment zones/area development / Smart City, Integrated real estate development with components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. Applicant may submit two (02) projects to attain maximum marks under this category.  2) As project is domestic, requesting you to remove International Experience and add corresponding 2 marks in any of other evaluation category.	RFP conditions shall remain unchanged
17	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	A5)Experience in Advanced Manufacturing & Innovation (Industry 4.0) The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure projects. Applicant may submit two (02) projects to attain maximum marks under this category.	1) We hereby request you to revise the criteria, so that maximum firms may participate in tendering process; Experience as Project Management Unit for designed, developed and successfully implement Digital Monitoring Dashboard(Go Live)  2) Experience in Advanced Manufacturing & Innovation (Industry 4.0)The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast one (1) major infrastructure projects. Applicant shall submit two (02) projects to attain maximum marks under this category	RFP conditions shall remain unchanged



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18	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	Clause 4 For Sl. no. A1 to A5 above, the completed project shall also mean ongoing consulting assignments. However, assignments completed up to 80% (eighty percent) or more shall only be considered for evaluation and marks awarded for such assignments shall only be 80 % (eighty percent) of maximum marks. The Applicant shall provide the proof that the assignment is completed up to 80 % (eighty percent) through proof of payment received till date duly certified by statutory auditor or through certificate from the respective client.	We request client to kindly consider 80% or more completed projects as completed and full marks be awarded for such projects.	RFP conditions shall remain unchanged
19	<b>Section- 3 Annexure – II: Parameters for Evaluation of the Technical Proposal</b>	Clause 8 Infrastructure development programme/ projects for the purpose of this document shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.	We request you to consider smart city development project and modify this statement as given below. Infrastructure development programme/ projects for this document shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ smart cities / special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment Fprojects.	RFP conditions shall remain unchanged
20	<b>Section- 3 Annexure – II: Parameters for Evaluation of</b>	Clause 9 Project Development advisory services shall means preparation of master planning (Preparation or review services) and design of infrastructure and utility services for major infrastructure development	We request you to consider smart city development project and modify this statement as given below. Project Development advisory services shall mean preparation of master planning (Preparation or review services) and design of infrastructure and utility services for major infrastructure development	RFP conditions shall remain unchanged

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	<b>the Technical Proposal</b>	programme/ projects in sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power, ports, airports, railways, highways,	programmes/ projects in sectors like Industrial townships/ smart cities / special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power, ports, airports, railways, highways, expressways, water supply, waste treatment projects of Power, Roads, Water and wastewater, Airport, Urban infrastructure etc	
21	<b>Section 3: Data Sheet Annexure – I: Parameters for Evaluation of Pre-Qualification</b>	Notes: a) For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India (www.rbi.org.in), on the Base Date (30 days prior to PDD).	We understand that enhancement factors will be applied to adjust the completion cost of works to align with the base year.	RFP conditions shall remain unchanged
22	<b>Section 3: Data Sheet Annexure – I: Parameters for Evaluation of Pre-Qualification</b>	Evaluation Criteria for the Key Personnels (Core Team)  C. Familiarity with the Local region Total Marks of 15%	Since experience in India and knowledge of local language and culture have been accorded a 15% weightage, we understand that weightage accorded to local language is for Hindi and English language. Kindly confirm.	English with Local Language i.e. Malayalam & Tamil
23	<b>Section- 3 Annexure – III: Parameters for Qualification and Competence of Key Personnel (Core Team)</b>	Parameters for Qualification and Competence of Key Personnel (Core Team)	We understand that CV's for only key experts are to be submitted along with this proposal.	Your under standing is correct. However The client at its own discretion may ask the Bidder for submission of Curriculum vitae of the proposed personnel for the finalised resource pool during the negotiation stage and/or prior to the execution of contract as deemed necessary.

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24	<b>Section 4: Prequalification and Technical Proposal - Standard Forms</b>	Form 4S Disclosure of Prior Engagements with NICDC/KICDC/KINFRA	Kindly clarify if the bidder is also required to share details of projects being implemented under NICDC and where the contractual obligation of the consultant is with the state SPV	Pls refer Form : 4S
25	<b>Section- 4 Form 5B-2(a)</b>	Form 5B-2(a) Note 1) The experience for the position of senior expert in the additional resource pool should be a minimum of 15 years. Form 5B-2(b): The experience for the position of Associate in the additional resource pool should be a minimum of 8 years	1) Requested for no of years of experience relaxations key Personal ,Subject Matter Experts and Associates 2)Whether the table mentioned in page : 97-98 contains the number of persons required for each month or the number of months for which the personnel is required ? if it is the number of months, then for which of the period the personnel is required to be deployed for the project?	1)The RFP clause remains unchanged 2)It is clarified that Bidder shall quote per man-month rates of the SME and Associates for evaluation purpose. If needed, the resource may be deployed
26	<b>Section 6: Terms of Reference</b>	2.2 SPECIFIC SCOPE OF WORK FOR YEAR 1 2.2.1.2 Programme Management Information System (PMIS) for KICDC / SPV	Considering the long-term use of PMIS even beyond the PMNC contract period, technical requirements of storage of government project data within India and renewal of licenses, it is advisable that PMIS system be procured by KICDC with technical assistance from PMNC. The cost of such procurement shall be borne by Client.	The RFP clause remains unchanged
27	<b>Section 6: Terms of Reference</b>	1) List of Minimum Key Personnel and Experience 2) Notwithstanding anything to the contrary, the Personnel designated as Key Professionals must always be employees of the Consultant, or in the case of a Consortium, employees of any of its Members.	1) Requesting for no of years of experience relaxations key Personal ,Subject Matter Experts and Associates 2)We understand that the clause refers to the key personnel being employees of the bidder following award of the contract, and not as on the rolls of any third-party agency/independent consultants. Kindly confirm our understanding is correct.	1) The Qualifications and Experiences required specified in the RFP remains unchanged for the key personal, Subject Matter Expert and Associates 2)Yes, The understanding is correct. However, consent from the key professionals shall be obtained and provided along with the Bid for consideration and evaluation of the Bid by the Employer.

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28	<b>Section 6: Terms of Reference</b>	6.10 Milestones/Deliverables and the Time Schedule for Milestones/Deliverables The Deliverables and the Schedule for Delivery under the RFQ-cum-RFP shall be as per the individual Work Orders issued by the Client to the Consultant.	1) we request you to allow monthly payments based on the time spent by the experts on the project.  2)The Milestone table (page 177-178) mentions only the payment for the first year. what will be the criteria of payment for next 3 years.	1) The RFP clause remains unchanged  2)Pls refer pg 178 - *Due to the multidisciplinary nature of the Assignment and dependencies on other agencies and consultants, the timing of the deliverables may vary depending on the requirements of the Client. For the Subsequent Years, the Deliverables and the Schedule of Delivery shall be as per the terms of the Contract.
29	<b>Section 6: Terms of Reference</b>	1. Introduction  1.8.5. 3D Model Driven Approach for Palakkad Node	The TOR indicates the requirement of the project implementation to be based on a 3D model requirement. Kindly clarify whether the Master Plan and Preliminary Design Consultant has undertaken the services involving preparation of their design using a 3D platform.	Pls refer clause 1.8.5 of TOR "KICDC mandates the use of advanced computer based dynamic 3D-model driven approach for the detailed planning, design, engineering, construction, and operation of the VCIC nodes to allow simulation, visualization and engineering analysis of all transportation, utility, building, civil works and geospatial infrastructures".
30	<b>Section 6: Terms of Reference</b>	2.2.1.3 Data Takeover from Master Plan Consultant PMNC, immediately after its appointment, shall initiate discussion with Master Plan consultant and take over all the relevant documents/ drawings/ studies/ report pertaining to IMC, Palakkad project and systematically log them for record. MPC shall be available on virtual calls with prior information & their availability for handholding & sharing of data.  PMNC shall ensure that all the information is	Kindly confirm whether the Master Plan consultant would be available during handholding period and would perform its duties in review of EPC design and drawings. The availability Master Plan consultant would be desired in physical and virtual mode for meetings and discussions during project execution.	Pls refer clause 2.2.1.3 of TOR

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		collected within 1 month from the start of the assignment and intimate the completion of data take over to KICDC / SPV.		
31	<b>Section 6: Terms of Reference</b>	2.2.2 Task- 2: Validation Studies for IMC PALAKKAD	Please confirm whether the layout plan for KIA is approved under the provision of Layout rules. The redoing of Master Plan is not part of PMNC, and in case there is a need to modify the Master Plan, it will be carried out by Master Plan consultant. Please confirm.	Pls refer clause 2.2.2.1 of Scope of Work
32	<b>Section 6: Terms of Reference</b>	2.2.4 Task-4: Architectural Design for ICCC-cum-Administrative Building Complex and Entry Gate Structures	Kindly provide clarity on the following: 1. Location of ICCC Building and plot site with clearly defined entry/exit. 2. Built-up area [3000 sqm] for which the ICCC building is to be designed is fixed or it is expected to be increased further? 3. Number of 3D view required 4. Green building design requires onboarding accredited professional and same may be appointed the same at its own cost. This will help apply for green building status to ICCC State the number of Entry gates for which design is to be prepared and their locations.	Pls refer clause 2.2.4 (Task-4) of Scope of Work
33	<b>Section 6: Terms of Reference</b>	Task-6: Appointment of EPC Contractor(s) for Phase A	Kindly provide the details of Phase A for which this task is to be performed	Phase A is Puduseery Central admeasuring 1137 Acre
34	<b>Section 6: Terms of Reference</b>	6.3.4 Stakeholder Management	Please provide a detailed list of stakeholder requirements, both internal and external, and how they will be addressed throughout the project lifecycle	The data will be shared with the successful bidder as defined in 6.3.4 (i), Page 151 of RFP.
35	<b>Section 6: Terms of Reference</b>	6.3.7 Planning h. iv. Coordinate relevant activities including environmental clearances and compliances for implementation of Development Plan projects	We request Authority to kindly provide clarity on the specific environmental clearances required for the implementation of the Development Plan projects. Ensuring compliance with these regulations is crucial to mitigating any potential legal or operational challenges during project execution.	The RFP clause remains unchanged

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36	<b>Section 6: Terms of Reference</b>	6.3.11 Procurement and Supply Chain Management	We request kindly clarify about the specific supply chain management strategies proposed to ensure timely availability of materials and resources. The effective supply chain management is critical to avoid delays and ensure smooth project execution.	Pls refer clause 6.3.11 regarding Procurement and Supply Chain Management
37	<b>Section 6: Terms of Reference</b>	6.3.25 Finance and Investment Management B. financing strategy including financial model b. Land monetization strategy based on population/ demographic growth forecast, including optimal real estate asset class (e.g., mass v/s premium, residential vs. commercial), FSI/ zoning norms, auctioning strategy and sequencing strategy for monetizing land parcels to maximize recovery	Please elaborate on the land monetization strategy, including the zoning norms, auctioning strategy, and sequencing strategy for monetizing land parcels.	Pls refer clause 6.3.25 reg-Finance and Investment Management
38	<b>Section 6: Terms of Reference</b>	6.11 Facilities and background materials to be provided by the Client: Office Space and Administrative Services may be provided by SPV, as feasible.	Please clarify what all facilities would come under this.	Pls refer clause 6.11 regarding Facilities and background materials to be provided by the Client:
39	<b>Section 6: Terms of Reference</b>	6.7.1.1.4 Consultants, who are executing ongoing mandates from KICDC, must propose a separate Core Team while bidding and implementation for this project. A deviation in this condition at any point during the course of contract shall not be allowed without express approval of KICDC.	We kindly request client to consider experts with max age as 70 years instead of 65 to account for the experience required under the criteria	The RFP clause remains unchanged
40	<b>Section 7: Terms of Reference</b>	Clause 6 -General Conditions of Contract (GCC) 5.6.1 The Consultant shall ensure that all the Key Professionals 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 Professional, the Consultant	1 )We understand that the consultant can make maximum 2 replacements for each position.	Refer clause 5.6.1 of GCC

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		shall forthwith, and in any event within a period of 30 (thirty) days from the date when the relevant Key Professional cease to be available for the performance of Services, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Consultant may replace not more than 2 (two) Key Professionals and there shall be not more than 2 (two) replacements for any particular position.		
41	<b>Section 7: Terms of Reference</b>	Clause 6 -General Conditions of Contract (GCC) 5.6.5 For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Professional under this Clause 5.6 shall not be applicable in case of changes in Key Professional pursuant to Clause 6.4.5.	We kindly request the client to allow bidders the flexibility to replace key professionals in situations where such replacements become unavoidable. This is particularly relevant in cases of resignation/serious illness by key personnel or other circumstances beyond the control of the consultants. Such an arrangement would ensure continuity in project execution while maintaining the required standards of professionalism and expertise	Pl. refer corrigendum 2. Revised clause 5.6.5 "For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Professional under this Clause 5.6 shall not be applicable for any reason beyond the reasonable control of the Consultant"
42	<b>Section 7: Terms of Reference</b>	Clause 6 -General Conditions of Contract (GCC) 10. LIQUIDATED DAMAGES 10.1If the Consultant fails to the achieve the relevant Milestones within the time-period specified in the concerned Work Order or Supplementary Work Order, except to the extent that (i) such delay is solely on account of Force Majeure affecting the Consultant, or (ii) any breach or default of the Client, the Consultant shall pay to the Client, as fixed and agreed liquidated damages, (and not as penalty) at the rate of 0.5% (zero decimal point five percent) of the applicable Yearly Fee Ceiling for	we suggest the maximum penalty under this contract should not be more than 5% of the total contract value	The RFP clause remains unchanged

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		every week of delay in the delivery of the concerned Milestone.		
43	<b>Section 7: Terms of Reference</b>	Clause 6 -General Conditions of Contract (GCC) 8.5.3 Provided further that if the Client is not satisfied that the service can be completed by the Consultant within a reasonable time or in the event of failure on the part of the Consultant to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not actual damage is caused by such default.	We request client to amend the clause as follows: Provided further that if the Client is not satisfied that the service can be completed by the Consultant within a reasonable time or in the event of failure on the part of the Consultant to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not actual damage is caused by such default.	The RFP clause remains unchanged
44	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 2.4 Force Majeure	We understand that the Force Majeure be expanded to include pandemics and government-imposed lockdowns. Kindly confirm	As per the RFP Clause
45	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 2.5.1 Termination by the Client 8 )Material Adverse Effect occurs and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default; 9) there is a breach of the Consultant's obligations under Clause 3 of the GCC and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default; 10) the Consultant repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this	As per prevailing the International conditions of Contract the notice period to cure the failure solely attributable to consultant before initiation of termination by the client, should be extended from 14 days to 30 days. Kindly confirm	The RFP clause remains unchanged



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		Contract and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default;		
46	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 2.5.5Risk and Cost Procurement 1 The Client shall be entitled, upon termination of the Contract for the grounds under Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the Consultant. 2.The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Client. It shall not be necessary for the Client to notify the Consultant of such procurement. It shall, however, be at the discretion of the Client to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the Consultant.	Considering the nature of works, We request the client to delete the clause.	The RFP clause remains unchanged
47	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) Consultant’s Actions Requiring Client’s Prior Approva 3.4.4The Consultant agrees that the aggregate value of all sub-contracts with Sub-Consultants in respect of the Services under a Work Order or a Supplementary Work Order shall not exceed 25% (twenty-five percent) of the Work Order Value. The Client will be provided by the Consultant with the particulars (name, financial & technical background, sub-consultancy fee) of the Sub-Consultant.	While reviewing the clauses in the document, we noticed a potential discrepancy regarding the permissible share for sub-consultants: 1. Clause 4.7: Specifies that the compensation for sub-consultants shall not exceed 30% of the Yearly Fee Ceiling. 2. Clause 3.4.4: States that the aggregate value of all sub-contracts with sub consultants shall not exceed 25% of the Work Order Value  These provisions appear to contradict each other. Please clarify	Same reply as mentioned in S. No 06

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			which limit should be adhered to, or if these clauses pertain to different aspects of sub-consultancy arrangements?	
48	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 4.2.1 Information and approvals As part of the scope of Services, the Consultant shall arrange for the submission of all data, information and documentation that are required for the Client to apply for, obtain and maintain the permits, consents, approvals required for the Project. In the event the Consultant requires any information or documents from the Client or if any meetings with the Client or other persons are required for preparing the applications for consents, approvals or permits, the Consultant shall make any request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Services is complied with and there are no delays in the execution of the Work Order.	he Client shall approve the deliverables within 15 days of their submission to avoid any delays. Unless the Client provides his comments/ observation on any error or omission within 15 days from the date of submission of a deliverable, the said submission shall be deemed approved.	The RFP clause remains unchanged
49	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 6.4.5. Without prejudice to Clause 6.4.1 of the GCC, the Client 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 (“Supplementary 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 Professional and the Additional Personnel, Deliverables and the Milestones in respect of each Deliverable under such	We request client to amend the clause as follows. The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 6.4.5 of the GCC 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 if the Consultant disputes the effect of such variation on the quantum of work required from the Key Professional and the Additional Personnel as set forth in such previously issued Work Order.	The RFP clause remains unchanged

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		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.		
50	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 6.5.1 If, 3 (three) days prior to date of submission of the Proposal, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable	We request to amend the clause as follows: If, from 3 (three) days prior to date of submission of the Proposal till the completion of the Services under this Contract, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable.	The RFP clause remains unchanged
51	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 7.1.8.Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents.	It is requested to amend Clause 7.1.8 in the manner given below: Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 30 (thirty) 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents.	The RFP clause remains unchanged
52	<b>Section 7: Standard Form of Contract</b>	Clause 6 -General Conditions of Contract (GCC) 7.5.5The final invoice shall be deemed approved by the Client as satisfactory 90 (ninety) calendar days after receipt of the final invoice by the Client unless	We request you to make payment of each invoice submitted by the consultant within 30 days from the date of invoice.	The RFP clause remains unchanged

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		the Client, within such 90 (ninety) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.		
53	<b>General</b>	Site Visit		Bidder are advised to visit the site if required before quoting. Necessary request can be mailed to tkidcl@gmail.com
54	<b>General</b>	Extended Last Date of Proposal Submission -		04-02-2025, 3.00PM