

NHIDCL/Sustainability Report/e-258308/2025/34

Date: 12.12.2025

Reply to PRE-BID QUERY

**Subject:** Consultancy Services for Preparation of Sustainability Report - Reply of the Pre-Bid query - Reg.

Tender ID: 2025\_NHIDC\_887437\_1

Replies of Pre-Bid queries are as follow:

Section	Point	Description of Query	Reply
Second Stage Technical Evaluation A. Firm's relevant experience in last 7 years (25) (Page 21)	Specific experience of the preparation of Sustainability Report consultancy related to the assignment for eligibility	We have worked on Sustainability report for 1 Road & Highway company. We have prepared more than 10 Sustainability Reports across sectors.  We have further worked on 1 PSU, 1 Listed & 2 unlisted companies in highway infra for other ESG related work. Can those be considered as a part of our experience?	As per Clause 12.2 of Data Sheet, Clause 2 of Appendix-V of RFP and Corrigendum-I.
2.4. Communication Expert (Page 63)	(II) Employment with Firm	If there is no in-house expert, can the person be taken on contract basis?	Ref. Clause 4.2.4 CVs of Key Personnel of RFP.
2.6 Design Expert for Sustainability Report (Page 65)	(II) Employment with Firm	If there is no in-house expert, can the person be taken on contract basis?	
Other Queries			
	When do we have to submit Bank Guarantee,	For other tenders we generally submit the same after the LOA	The Performance Bank Guarantee (PBG) shall be submitted after issuance of Letter of Award (LOA), within the period specified in the RFP.
	Is NDA a part of RFP (as an annexure)?  Do we need to submit		As per RFP.

	NDA before/ after LOA?		
Clause 12.1 - Table-1: Minimum Eligibility Requirements	<b>Annual Average Turnover Requirement:</b> The tender specifies " <i>Annual average turnover for last 5 years of the firm should be equal to or more than Rs. 5.00 Crore.</i> "	<b>Request:</b> We request NHIDCL to kindly consider reducing this requirement to Rs. 3 Crore, to ensure wider participation from technically competent consulting firms especially those which are startups & MSMEs. As you know that the Govt of India has been encouraging the participation of MSMEs & Startups and therefore we request for the same.	As per RFP
Clause 12.2 - Second Stage Technical Evaluation	<b>A. Firm's Relevant Experience in Last 7 Years (25 Marks)</b>  Under point 2, the criteria currently state:  <i>"Experience in preparation of Sustainability Report for linear/road projects."</i>	<b>Request:</b> We request inclusion of the following additional category:  <i>Experience in preparation of Sustainability Reports for construction/ construction-material companies.</i>  This is closely aligned with infrastructure value chains and will allow NHIDCL to benefit from broader experience relevant to sustainability reporting practices.	As per RFP and Corrigendum-I
Clause 12.2 - Relevant Experience of Key Personnel (25 Marks)	<b>Qualifications for Key Experts</b>  The tender currently prescribes degrees such as M.Sc., M.Tech., MA, MBA, PG Diploma, etc., for:  <b>Sustainability Expert (Item 1)</b>  <b>ESG Expert (Item 3)</b>	<b>Request:</b> We request NHIDCL to also allow the following qualification for the proposed position:  <i>Certified ESG/ BRSR Professional (or equivalent ESG/Sustainability Reporting Certification) by recognized institutions such as Institute of Chartered Accountants of India (ICAI) or similar bodies.</i>  Institutions like ICAI provide certification only after thorough examination of professionals regarding their knowledge on sustainability and ESG reporting. This reflects current industry practice and ensures experts	As per RFP.



		with education qualification from credible institutions can only be deployed for the proposed role which will benefit the project at large.	
Eligibility criteria	<ol style="list-style-type: none"> <li>1. The firm should have prepared at least three (3) Sustainability Reports.</li> <li>2. The annual average turnover for the last five years should be ₹5.00 crore or more.</li> </ol>	<p>Request: Your confirmation on whether any relaxation on the Annual Average Turnover criteria is applicable for organizations registered under the MSME category.</p>	As per RFP
Clause No. 2.6 Page No. 72 of 78 Of RfFP doc.	<p><b>FORCE MAJEURE:</b> if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>	<p>We request you to add the following events in the Force Majeure definition i.e. "Pandemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation.</p> <p><b>Please Consider</b> We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.</p> <p><b>Please Consider</b></p>	As per RFP
		We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract.	
General	Insurance:	We request you kindly suggest actual requirement of Insurance for the services provider for this	As per RFP/Page-76/Para 3.5



		<p style="text-align: center;">tender Kindly Clarify</p>	
General	<p><b>Limitation of Liability</b></p> <p>(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by</p>	<p>We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract.</p> <p>Please Confirm.</p>	As per RFP/Page-73 & Page-76 /Para 3.4



	the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.		
General	Arbitration	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 &amp; appointment of "Sole &amp; independent Arbitrator" should be agreed by both the parties mutually for any amount of claim.</p> <p>Please Consider</p>	As per RFP/Page-18/Para 15
Clause No. 1.3 Governing Law and Jurisdiction Page No. 71 of 78 of RfP Doc.	Jurisdiction: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement..	<p>We request you to allow Courts of Mumbai to have exclusive jurisdiction over the matter.</p> <p>Please Consider.</p>	As per RFP.
General	LIQUIDATED DAMAGES	<p>We request you to consider that Liquidated Damages applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances.</p> <p>Kindly Consider.</p>	As per RFP/Page-15/Para 8
Clause No. 2.2 Page No. 72 of 78 Of RfP Doc.	TERMINATION If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4)	<p>a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason.</p> <p>b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the</p>	As per RFP



	<p>weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p>	<p>contractor</p> <p>c) We understand that client shall pay the outstanding fee prior to the termination, also we request you to please give the clarification on the payment after the termination of the contract.</p> <p>Please consider</p>	
General	INDEMNITY	<p>We understand that the limit of indemnification by a Third party inspection agency/Contractor will be limited to the contract fees in any circumstances.</p> <p>Kindly Confirm.</p>	As per RFP
General	Payment	<p>We understand that bill will be submitted on monthly basis and 100% payment will be released within 30 days of submission of bills.</p> <p>Please Suggest</p>	As per RFP/ Page-29/Payment Schedule



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