

**National Institute of Urban Affairs**  
 1 Floor, Core 4B India Habitat Centre  
 Lodhi Road, New Delhi –110003

Dated: 16-10-2024

**RFP FOR CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER CITIIS 2.0 PROGRAM – DOMESTIC POOL OF EXPERTS**

**Replies to the Pre-Bid Queries**

S. No.	RFP Clause	Description as per RFP	Pre-bid queries	Replies / remarks
<b>A</b>	<b>Mr. Puneet Babbar, Mosaic Advanced Solutions LLP</b>			
1	General	General	<p>We understand from the RFP that the National Institute of Urban Affairs (NIUA) intends to hire a professional consultant to provide technical support for the CITIIS 2.0 program. While this approach is feasible for freelance consultants working independently, it presents a challenge for professionals who are already employed by technical firms. Such individuals may find it difficult to provide services on a personal, freelance basis due to the formalized structures within which they work. This restriction could limit the availability of highly skilled experts for the CITIIS 2.0 team.</p> <p>To address this, we kindly request that NIUA consider an alternative hiring structure that</p>	<p>Under this RFP Domestic Experts (Individual Experts/Consultants) with successful and high standard of achievements and proven experiences are invited to submit their proposals as per the submission formats provided in the RFP Document i.e. Tech Forms and Fin Forms.</p> <p>A Consultant shall be selected under the QBS selection method based on quality.</p> <p>This RFP is not meant for selection of any consulting firm.</p>

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			<p>would allow for the engagement of individual professionals through established technical firms. This model has been successfully implemented by various multilateral agencies, including the Asian Development Bank (ADB) and the World Bank (WB). Under this approach, the selection process is based on the CV and expertise of the individual professional, but the hiring is routed through a firm, with the contract signed between the firm and the client. This structure provides greater flexibility and comfort for the professionals involved, enabling them to work on multiple contracts while ensuring compliance with their firm's policies.</p> <p>Should you require additional information, we would be happy to provide examples of similar contracts where our firm has successfully delivered expert services to the ADB through this model.</p> <p>In light of the above, we respectfully request that NIUA consider this alternative approach to hiring for the CITIIS 2.0 program, allowing for the engagement of professional individuals either directly or through experienced technical firms.</p>	<p>In case, any Expert having any contractual obligations with the current employer desires to submit the proposal, then undertaking as per Tech Form 3 <b>'Confirmation as Independent Consultant / Endorsement from the Current Employer'</b> Option B has to be submitted.</p> <p><b>Please refer to the Corrigendum – I.</b></p>
<b>B</b>	<b>Tata Consulting Engineers Limited</b>			

1.	ITC 2.3, Page 17	A pre-Proposal conference will be held: No	We kindly request the scheduling of a pre-bid meeting to clarify certain aspects of the RFP. This will help ensure that we and other bidders fully understand the requirements and can submit accurate proposals. Please confirm <b>if a pre-bid meeting can be arranged</b> and provide the proposed date and time.	No Change.
2.	ITC 17.4, Page 17	The Consultant must submit: a) Technical Proposal: one (1) original paper copy b) Financial Proposal: one (1) original paper copy	We understand from the RFP that only <b>one original set of the technical and financial proposal needs to be submitted</b> (one paper copy each for both technical and financial). Could you please confirm if this interpretation is correct.	Yes, only <b>one original set of the technical and financial proposal needs to be submitted</b> (one paper copy each for both technical and financial).
3.	ITC 17.9, Page 17	The Proposals must be submitted no later than: Date: 28-10-2024 Time: 1700 hr IST The Proposal submission address is: For Hardcover original copy :	We understand that the <b>hardcopy submission of the proposal can be in the form of a spiral bound document</b> . Could you <b>please confirm</b> if this format is acceptable	Yes, it is acceptable.
4.	Section III – Evaluation Criteria and Standard Forms, Page 22	The hard copy/soft copy of the bidder's presentation will be submitted along with the proposal. Time and date of presentation will be communicated to the bidder in advance	We kindly request <b>permission to submit the hard copy/soft copy of the bidder's presentation at the time of the actual presentation</b> , instead of along with the proposal. This will allow us to ensure the most up-to-date and accurate information is included in the presentation. Please confirm if this adjustment can be accommodated.	It is recommended to submit the initial presentation with the Technical Proposal. The revised presentation can also be submitted at the time of actual presentation.
5.	Tech Form 2, Page 27	Tech Form 2 CV (maximum limit considered for evaluation is 10 pages)	As the tender is based on Quality-Based Selection (QBS), showcasing detailed experience of key experts is crucial. We request that the <b>page limit of 10 pages for CVs (Tech Form 2) be removed</b> to allow for a comprehensive presentation of relevant	Yes, it is acceptable.

			<p>expertise. This will help in fully demonstrating the qualifications and experience of the proposed experts.</p> <p><b>Please confirm if this adjustment can be considered.</b></p>	
6.	Form FIN–1, Page 31	Our attached financial Proposal is for the amount of [Indicate amount(s) in words and figures inclusive of all taxes as per Sub-Clause 16.3 of the Data Sheet.	We understand that the phrase "inclusive of all taxes" in the financial proposal <b>refers specifically to the inclusion of GST. Could you please confirm</b> if our interpretation is correct?	Yes, "inclusive of all taxes" in the financial proposal <b>refers to the inclusion of GST.</b>
7.	Form FIN–2, Page 32	(The ceiling amount of remuneration for the person-day is Rs. 25000/-)	Could you please clarify if the ceiling amount of Rs. 25,000/- per person-day for remuneration <b>includes all applicable costs (such as taxes, overheads, and any other expenses)</b> , or if there are additional costs that need to be considered separately? This information will help us accurately calculate the efforts required for our proposal	<p>The remuneration per person day has to be quoted by the Consultant/ Expert inclusive of all taxes.</p> <p>Please refer to the details provided under 'Other Expenses' in Section VII – Terms of Reference.</p>
8.	Payment Schedule, Page 44	Actual person-days X Remuneration Rate i.e. as per time sheet shall be paid as quarterly payments upon submission of the time sheet validated by Client. The Time based include activities such as	Could you please confirm whether there is any <b>flexibility to adjust the payment structure from quarterly to monthly payments based</b> on actual person-days worked at the remuneration rate? This adjustment would greatly assist in managing cash flow and project execution effectively.	No change, as per RFP.
9.	<b>Payment Schedule, Page 44</b>	<b>Payment Schedule:</b> <b>1. Time Based Payments</b> <b>2. Deliverable Based Payments</b>	Could you <b>please clarify</b> whether the overall payment to the consultant is <b>primarily time-based or deliverable-based</b> ? Additionally, if the payment structure includes both types, <b>could you provide a detailed breakdown of how payments will be allocated between</b>	The Form FIN -2 clearly provides for Time Based remuneration and delivery based payments.

			time-based and deliverable-based components? This information will assist us in understanding the financial implications and planning accordingly.	
10.	<b>Suspension, Page 55</b>	<b>Replacement of Key Experts</b>	<p>Could you please clarify the implications of the clause allowing the Client to suspend all payments to the Consultant for non-performance? Specifically:</p> <ol style="list-style-type: none"> <li>1. Does the suspension of payments apply to all payments under the contract or only to those related to the identified failure?</li> <li>2. What process is in place for the Consultant to remedy the failure and reinstate payments?</li> </ol>	<p>Not applicable. This RFP is not meant for selection of any consulting firm.</p> <p>Under this RFP Domestic Experts (Individual Experts/Consultants) with successful and high standard of achievements and proven experiences are invited to submit their proposals as per the submission formats provided in the RFP Document i.e. Tech Forms and Fin Forms.</p> <p>In case, any Expert having any contractual obligations with the current employer desires to submit the proposal, then undertaking as per Tech Form 3 <b>‘Confirmation as Independent Consultant / Endorsement from the Current Employer’</b> Option B has to be submitted.</p> <p><b>Please refer to the Corrigendum – I.</b></p>
11.	<b>Replacement of Key Experts, Page 60</b>	Notwithstanding the above, the substitution of Key Experts during Contract execution may	Could you please clarify the conditions under which the substitution of Key Experts may occur? Specifically, if a Key <b>Expert decides to</b>	Not applicable. <b>Please refer to the Corrigendum – I.</b>

		be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.	<b>leave the position voluntarily or due to circumstances outside the Consultant's control.</b>	
12.	<b>45.1, Price adjustment on the remuneration, page 73</b>	42.3: Price adjustment on the remuneration: Does not apply	<p>Given the potential for project extensions, could you please consider <b>allowing price adjustments under circumstances such as scope changes and extended timeframes?</b> These adjustments would help ensure that remuneration remains fair and reflective of actual costs throughout the project duration.</p> <p>For this large assignment of 36 months duration, kindly consider a price escalation of 10% for all Experts, and reimbursable expenditures for every 12 months of project duration as per RBI indices. <b>Please consider.</b></p>	No change. As per RFP.
13.	<b>46.1: Interest on delayed payments, 73</b>	The interest rate is: Not Applicable	We request that an interest rate be included for delayed payments. Including an interest rate is essential to protect the company's financial interests and encourage timely settlement of the payment	No change. As per RFP.

14.	23 Liability of the Consultant	<b>Liability of the Consultant-</b> 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under the Contract shall be as determined under the Applicable law.	Kindly consider the maximum Liability under this Consultancy contract <b>shall be limited to 5%</b> of the Consultancy contract amount. <b>Please confirm.</b>	Kindly refer the SCC Clause 23.1 <b>No additional provisions.</b>
15.	45.1(a): Mode of billing and payment - Advance payment, Page 73	Advance payment: Not Applicable	For the smooth cash Flow, we Kindy request you to consider 10% Advance payment. <b>Please consider.</b>	Not applicable.
16.	General.	<b>Price escalation.</b>	Consultant would like to request for inclusion of an appropriate price escalation for periods extended beyond the specified period of contract due to reasons not solely attributable to consultant. <b>Please consider.</b>	Not applicable.
17.	45 Mode of billing and Payment, Page 64	The itemized invoices (unit price-time-based): As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to	The payment to the consultant shall be made within 30 days from the date of invoice instead of 60 days. <b>Please consider.</b>	No change. As per RFP.  Kindly refer Payment Schedule in the Terms of Reference.

		<p>Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in Foreign Currency and in Local Currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments.</p>		
18.	GENERAL.	<p>The Proposals must be submitted no later than: Date: 28-10-2024 Time: 1700 hr IST</p>	<p>We request to extend the Last Date for Receipt of Proposal by <b>Three (3) weeks</b> from the date of receipt of Pre-bid replies. <b>Kindly consider.</b></p>	<p>No change. As per RFP.</p>