

National Institute of Urban Affairs

1 Floor, Core 4B India Habitat Centre

Lodhi Road, New Delhi –110003

Dated: 19.04.2023

Request for Proposals for Selection of an Agency for Undertaking a Study on the Usefulness of the RCUES/CUS Reply to Pre-Bid Queries

S. No.	RFP Clause and Page Number	Description as per RFP	Pre-bid queries	Replies / remarks												
1	Section II- Data Sheet; ITC 25.1, Page no 18	The evaluation will be carried out on the basis of the Consultant's financial Proposal as per Sub-Clauses 43.1 and 43.2 of the Special Conditions of Contract. During negotiations of the Contract, the calculation of applicable taxes, duties and fees will be examined and agreed upon.	Cross-referencing issue; there is no evaluation clauses at 43.1 and 43.2.	Section II - Data Sheet, ITC 25.1 is modified. Kindly refer Corrigendum No. 1 .												
2	Section III - TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER, Point 2, Page no 21	Adequate planning and phasing of assignment for conducting study including BAR / PERT chart showing Coherency of work plan with approach and methodology	In order to submit a competitive proposal, we request you to clarify whether all the positions are for 18 weeks (or) have specific man-months assigned.	The consultant has to depute Team Members for carrying out the assignment as per deliverables mentioned in the RFP.												
3	SECTION V: Terms of Reference, point no 4, Page no 37	<p>Payment Schedule</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Submission and approval of Evaluation</td> <td style="text-align: center;">10%</td> </tr> </tbody> </table>	S. No	Description	Payment	1	Submission and approval of Evaluation	10%	<p>We request you to please modify the payment distribution in the last two deliverable description in the following form:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Submission and approval of Evaluation</td> <td style="text-align: center;">10%</td> </tr> </tbody> </table>	S. No	Description	Payment	1	Submission and approval of Evaluation	10%	No change. As per RFP.
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			Framework and work plan			Framework and work plan		
		2	Visiting RCUES/CUS/ULBs and Offsite / Onsite interactions and submission of compliance report	20%		2	Visiting RCUES/CUS/ULBs and Offsite / Onsite interactions and submission of compliance report	20%
		3	After submission of Draft Report	20%		3	After submission of Draft Report	20%
		4.	Suggestions / Interaction with NIUA/MoHUA and submission of Final Report	20%		4.	Suggestions / Interaction with NIUA/MoHUA and submission of Final Report	40%
		5.	After approval of Final Report by NIUA/MoHUA	30%		5.	After approval of Final Report by NIUA/MoHUA	10%
4	Section II - General Conditions of Contract; 23 Liability of the Consultant; Sub-point 23.1, Page no 47	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.		The Consultant's Liability is not capped. Request revision of the Clause to include the overall liability of the Firm under the Contract, for any reason whatsoever, shall not exceed one time of the value of the Contract.		Please refer Corrigendum No. 1		
5	Section 2, sub-section 45, point (c) - The lump-sum Installment	"The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice		Given the timeframe of the assignment to be 18 weeks, we request you to consider 15 days for releasing the payment (or) providing comments to the same.		As per Payment Schedule and condition given under Section V Terms of Reference of the RFP Release		

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	payments, Page no 53	for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.”		of payment will be made within 30 days of receiving the invoice along with relevant supporting documents. Please refer Corrigendum No. 1.
6	Section VI - Contract Forms; III- Special Conditions of Contract; 46.2 Damages, Page no 58	The liquidated damages for the whole of the assignment are 0.1 % (zero-point one percent) of the final Contract Price per day for delay in the meeting deliverables as per TOR and work plan. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.	The indicated damages are significant. We request for the revision of the Clause as under: The Damages should be 0.1% of the delayed deliverables/milestones per week limited to the concerned deliverable’s payment. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. Please consider and confirm.	No change. As per RFP.