

**National Institute of Urban Affairs (NIUA),
1st floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110003
UrbanShift Country Project**

Request for Proposal for “Comprehensive Mobility Plans (CMP) for Karaikal Regions, in UT of Puducherry”

Reply to Pre-bid Queries

Date – January 23, 2025

S. No.	RfP clause and page number	Description as per RfP	Pre-bid queries	Replies/ Remarks
1	<p>Pg. No. 13</p> <p>Section I – Instructions to Consultants</p> <p>Clause No. 11.1 Only one Proposal</p>	<p>The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including any Joint Venture member) submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the Data Sheet, preclude a Subconsultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal. “Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.”</p>	<p>1. We request that the same experts be allowed to work on proposals for both RFPs related to the comprehensive mobility plans for Puducherry. Allowing this flexibility would ensure the highest quality of submissions by enabling consultants to leverage their best expertise. If a consultant wins both bids, they could either replace key experts with similarly qualified individuals or choose to withdraw from one project. This approach would enhance the competitiveness and quality of the submissions, benefiting all parties involved.</p> <p>2. Additionally, we seek clarification on whether a single consultant can bid on both RFPs.</p> <p>Can our CVs of Key personnel be used for both</p>	<p>1. This clause (ITC Clause 11.1, Pg 13) remains unchanged.</p> <p>2. A single Consultant can bid for both RfPs (RfP No. NIUA/GEF_LCI/P:540 and RfP No. NIUA/GEF_LCI/P:541) provided the key experts proposed in each proposal are different.</p> <p>3. Clause 11.1, Data Sheet Section II: modified as follows: Participation of same key experts in RfPs (RfP No. NIUA/GEF_LCI/P:540 and RfP No. NIUA/GEF_LCI/P:541) is not permitted. Refer to Corrigendum 1.</p> <p>Same response as above. Refer to</p>

			the CMP Bids viz. Karaikal & Yanam/Mahe Towns.?	Corrigendum 1 for more details.
2	<p>Pg. No. 14</p> <p>Section I – Instructions to Consultants</p> <p>Clause No. 14.1.1 Preparation of Proposals – Specific consideration</p>	<p>If a shortlisted Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture, it may do so with either (i) non-shortlisted Consultant(s), or (ii) shortlisted Consultants if permitted in the Data Sheet. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p>	<p>Kindly clarify if JV is permitted. If JV is permitted after shortlisting, we would request NIUA to consider permitting JV at the bidding stage itself.</p>	<p>This clause remains the same as presented in the published RFP.</p>
3	<p>Page - 22</p> <p>Instructions to Consultants (ITC) Cl. 32: Performance Security;</p> <p>Section VI – Contract Forms GCC Cl. 50.2 Performance Security(Pg: 73)</p>	<p>Section I - Instructions to Consultants (ITC), Cl. 32: Performance Security 32.1 If specified in the Data Sheet, within fourteen (14) days (or any other period stipulated in Data) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the Consultant to the Client. 32.2 If the Consultant, having been called upon by the Client to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeiture of the Bid Security or enforce Bid Securing Declaration (in</p>	<p>While the Data Sheet does not explicitly mention the requirement for a Performance Security, GCC states that a performance security of 5% of the contract value is required. We request you to kindly confirm if the successful bidder will be required to submit a Performance Security under this mandate.</p>	<p>YES.</p> <p>This clause remains the same as presented in the published RFP.</p>

		<p>lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.</p> <p>Within fourteen days after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Client, the Consultant shall furnish to the performance security (in form of Performance Bank Guarantee), valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.</p>		
4	<p>Page - 24</p> <p>Section II Data Sheet, ITC</p> <p>14.1.1</p>	<p>Joint-Venture (JV)/ Consortium is not allowed</p>	<p>To enhance our offerings and capabilities to deliver the specified scope of work, we request the client to consider relaxing the condition and allow JV/ consortiums to participate in this opportunity.</p> <hr/> <p>In light of the project's scale and its specific requirements, we kindly request the authority to consider revisiting the clause to allow for joint venture. We believe that permitting joint ventures could substantially enhance the project's potential.</p> <p>Allowing joint venture can create a broader scope for collaboration, fostering the participation of highly qualified bidders who can bring complementary expertise and resources to the table. This, in turn, can lead to more effective project execution and the delivery of a higher-quality output, aligning with the project's objectives and your expectations.</p>	<p>This clause remains the same as presented in the published RFP.</p> <p>This clause remains the same as presented in the published RFP.</p>

	<p>ITC 11.1</p>		<p>Majority / all consulting assignments are allowing Joint Venture as well.</p>	<p>This clause remains the same as presented in the published RFP.</p>
		<p>Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.</p>	<p>Can our CVs of Key personnel be used for both the CMP Bids viz. Karaikal & Yanam/Mahe Towns.?</p> <ol style="list-style-type: none"> 1. We request that the same experts be allowed to work on proposals for both RFPs related to the comprehensive mobility plans for Puducherry. Allowing this flexibility would ensure the highest quality of submissions by enabling consultants to leverage their best expertise. If a consultant wins both bids, they could either replace key experts with similarly qualified individuals or choose to withdraw from one project. This approach would enhance the competitiveness and quality of the submissions, benefiting all parties involved. 2. Additionally, we seek clarification on whether a single consultant can bid on both RFPs. 	<p>Refer to Corrigendum 1 for more details.</p>
<p>5</p>	<p>Page - 25</p> <p>Section II – Data Sheet</p> <p>B. Preparation of Proposals, ITC 17.9</p>	<p>The Proposals must be submitted no later than: Date: 10.02.2025 Time: 17:00 hrs IST</p>	<p>To prepare a comprehensive and competitive proposal, we request the Client to extend the proposal submission due date by at least 3 (three) weeks after issuance of the pre-bid clarifications.</p>	<p>This clause remains the same as presented in the published RFP.</p>

6	Page 27 Section III	Documents Required - Certified by the Statutory Chartered Accountant as per format enclosed in Form TECH – 5.1 and 5.2	We understand that the Certificate from Chartered Accountant will be considered supported by Balance sheets and P&L statements as per form TECH 5.1. Please confirm.	YES, This clause remains the same as presented in the published RFP.
	S. No. 2 Evaluation and Qualification Criteria, Pre-Qualification Criteria Turnover	The Bidder should be having a positive Net Worth and an Average Annual Turnover of at least INR 35 Lakh in previous three financial years (FY 2020-21, 2021-22 & 2022-23) from consultancy services in India.	To encourage bidders with greater professional capabilities to participate in the bid, we request to modify the clause as per below: The Bidder should be having a positive Net Worth and an Average Annual Turnover of at least INR 50 crore in previous three financial years (FY 2020-21, 2021-22 & 2022-23) from consultancy services in India. Given that the ceiling amount for this RFP is set at one crore, and considering the need for diverse expert teams and extensive data analysis, we suggest that the minimum annual turnover be aligned with industry norms. Therefore, we respectfully request that NIUA increase the amount to INR 10 crores. This adjustment would ensure that only reputable firms with well-established offices, significant infrastructure, and experience with large-scale projects submit bids.	This clause remains the same as presented in the published RFP.
7	Page 28 Section III S. No. 4,	The Bidder in its last 7 years of experience:	We request you to consider bidder’s experience in last 10 years to meet the Pre-Qualification Criteria.	The pre-qualification criteria and the technical qualification criteria are different. These criteria remains the same as presented in the published RFP.

Evaluation and Qualification Criteria, Pre - Qualification Criteria	<table border="1"> <thead> <tr> <th>No. of Projects</th> <th>Cost as % of assignment value</th> <th>Cost of Consultancy</th> </tr> </thead> <tbody> <tr> <td>3 projects</td> <td>40%</td> <td>INR 40 Lakhs</td> </tr> <tr> <td>2 projects</td> <td>50%</td> <td>INR 50 Lakh</td> </tr> <tr> <td>1 project</td> <td>80%</td> <td>INR 80 Lakh</td> </tr> </tbody> </table>	No. of Projects	Cost as % of assignment value	Cost of Consultancy	3 projects	40%	INR 40 Lakhs	2 projects	50%	INR 50 Lakh	1 project	80%	INR 80 Lakh	<p>We would like to seek clarification regarding the minimum project value required for pre-qualification and technical evaluation. The pre-qualification criteria in the RFP stipulate the completion of three projects with contract value of each project to be 40% of the estimated contract value, which translates to INR 40 Lakhs as per the project value mentioned in the RFP. However, the Technical Evaluation Criteria specifies the completion of similar/relevant projects/assignments with a minimum value of INR 60 Lakhs. This discrepancy between the pre-qualification and technical evaluation criteria regarding the minimum project value is causing some confusion. To ensure a clear understanding of the requirements and to facilitate our bid preparation, we kindly request clarity on the applicable minimum project value for both pre - qualification and technical evaluation purposes</p>	
	No. of Projects	Cost as % of assignment value	Cost of Consultancy												
	3 projects	40%	INR 40 Lakhs												
	2 projects	50%	INR 50 Lakh												
1 project	80%	INR 80 Lakh													
	<p>We request you to also consider the ongoing projects for relevant experience of the Bidder.</p>	<p>No. This clause remains the same as presented in the published RFP.</p>													
	<p>In S. No. 2A of the section 'TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER,' it states that <i>“The Bidder, in its last 7 years of experience, should have completed similar/relevant projects/assignments (completed and ongoing) with a contract value of at least INR 40 Lakh.”</i></p> <p>This appears to be inconsistent with the clause under S. No. 4 of Section III - Evaluation and Qualification Criteria.</p>	<p>The Pre-qualification criteria and the Technical Evaluation criteria are different. These criteria remain the same as presented in the published RFP.</p>													

			<p>Could you please clarify the these two clauses?</p>	
		<p>'Similar/ relevant projects/ assignments' include preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study, Master Plan/ Development Plan/Regional Plan, etc. for urban areas.</p> <p>'Similar/ relevant projects/ assignments' also include advisory services/consultancy assignments in planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc.</p>	<p>It is requested to kindly consider the Traffic and Transportation projects that includes the component of planning for public transport and NMT Please reconsider the clause as following: 'Similar/ relevant projects/ assignments' include preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study, Master Plan/ Integrated Transit Corridor development Projects Development Plan/ Regional Plan, etc. for urban areas. 'Similar/ relevant projects/ assignments' also include advisory services/consultancy assignments in planning citywide network of Public Transport, Non-Motorised Transport (NMT)/City wide corridor project covering the components of public transport and NMT etc.</p> <p>We request that projects with titles reflecting various aspects of urban transportation be considered for evaluation. While these projects may not explicitly mention all elements of a Comprehensive Mobility Plan (CMP) in their titles, their scope often includes significant CMP components. This approach can lead to a more inclusive assessment of innovative and diverse urban transport solutions that align with the goals of enhancing mobility and accessibility within urban environments.</p>	<p>This clause remains the same as presented in the published RFP.</p>

			<p>It is requested to kindly consider the Traffic and Transportation projects that includes the component of planning for public transport and NMT Please reconsider the clause as following: 'Similar/ relevant projects/ assignments' include preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study, Master Plan/ Integrated Transit Corridor development Projects Development Plan/ Regional Plan, etc. for urban areas. 'Similar/ relevant projects/ assignments' also include advisory services/consultancy assignments in planning citywide network of Public Transport, Non-Motorised Transport (NMT)/City wide corridor project covering the components of public transport and NMT etc.</p>	
			<p>Can this clause be revised to include the following: Feasibility & Ridership Studies for MRTS Projects in India.</p>	<p>This clause remains the same as presented in the published RFP.</p>
8	<p>Page - 29</p> <p>Section III Evaluation and Qualification Criteria, Technical Evaluation Criteria for</p>	<p>A. The Bidder, in its last 7 years of experience, should have completed similar/ relevant projects/ assignments with a contract value of at least INR 60 Lakh.</p>	<p>We request you to consider bidder's experience in last 10 years to meet the Evaluation Criteria</p> <p>We request you to also consider the on-going projects for relevant experience of the Bidder.</p>	<p>This clause remains the same as presented in the published RFP.</p> <p>No. This clause remains the same as presented in the published RFP.</p>

	<p>selection of Bidder S.no. 2</p>		<p>We believe that the Indian subsidiary can use parent / sister company technical (project references) credentials without taking them in JV. Majority of consulting assignments allowed the same. In this context, we are submitting RFP wherein the Client (RVNL) allowed Parent / Sister Company credentials.</p> <p>In this context, we are submitting RFP wherein the Client (RVNL) allowed Parent / Sister Company credentials.</p> <p>RVNL Detailed Design & Drawing of Foundation, Substructure & Superstructure and River Training/Protection Works for Railway Bridges No. 49 & 50 between Km 35.00 to Km 45.00 in connection with Construction of Bhanupali-Bilaspur-Beri New BG Line in the State of Himachal Pradesh, India Page 12 of PDF; Cl. No. 1.2.2</p>	<p>This clause remains the same as presented in the published RFP.</p>
	<p>S.no. 2 –Firm Credentials</p>	<p>Supporting documents required -</p> <p>a. Copy of Contract/ Work Order (including Scope of Work)</p> <p>b. Completion Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p>	<p>We wish to bring to your kind notice that there are several mobility projects in which the services of the Consultants are up to the DPR and Tender Document preparation stage. Under such circumstances it is requested to kindly consider the projects in which the planning work has already been completed the certificate stating the same has been issued by the client.</p>	<p>This clause remains the same as presented in the published RFP.</p>

<p>9</p>	<p>Page - 30</p> <p>Section III Evaluation and Qualification Criteria, Technical Evaluation Criteria for selection of Bidder</p> <p>2B. Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</p>	<p>A. Team Leader - Urban Transport Planner with more than 15 years of experience in works pertaining to preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/Comprehensive Traffic & Transportation Study.</p> <p>B. Minimum Qualification – Post graduation in Transport Planning/ Transport Engineering from a recognized University/ Institution.</p>	<p>We request the client to consider the following modification(s): Reduce the no. of years of experience from 15 to 13 years.</p> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p> <p>Relax the post-graduation qualification as Post-graduation in Urban & Regional / Transport Planning/Transport Engineering from a recognized University/ Institution.</p> <p>The revised conditions could be as follows: Team Leader – Urban & Regional/ Transport Planner with more than 13 years of experience in works pertaining to preparation of Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic &Transportation Study/ Master Plans/ City Development Plans Minimum Qualification – Post graduation in Urban/ Transport Planning/ Transport Engineering from a recognized University/ Institution. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity. S/he will be the nodal person for this assignment. It is requested to kindly consider the following: Team Leader - Urban Transport Planner: Minimum Qualification - Post graduation in Transport Planning/Transport Engineering/Highway Engineering from a recognized University/ Institution.</p>	<p>This clause remains the same as presented in the published RFP.</p> <p>Refer to Corrigendum 1.</p> <p>Composition and quality of proposed team changed as follows:</p> <p>1. Team Leader Minimum Qualification – Post-graduation in Transport Planning/ Transport Engineering or any other related fields from a recognized University/ Institution.</p> <p>2. Public Transport Expert Minimum Qualification – Post-graduation in Transport Planning or any other related fields from a recognized University/ Institution.</p> <p>3. Traffic Survey and Modelling Specialist Minimum Qualification – Post-graduation in Transport Planning/ Transport Engineering or any other related fields from a recognized University/ Institution.</p>
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			<p>Foreign institutions often award Master's degrees in Civil Engineering with specializations in Transportation or Traffic Engineering. In light of this, we kindly request to consider providing flexibility in the specific degree names. There are many Indian Universities giving Master of planning (infrastructure) to transport planners. Therefore, request to add a similar degree</p>	This clause remains the same as presented in the published RFP.
		<p>C. Public Transport Expert (One) with more than 10 years of experience in works pertaining to planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc.</p>	<p>Considering 7 to 8 years of work experience being sufficient for expertise in public transport and NMT planning, we request the Client to lower the experience requirement for a Public Transport Expert from 10 years to 7 years.</p> <p>We therefore request to modify the clause as per below: Public Transport Expert (One) with more than 7 years of experience in works pertaining to planning city-wide network of Public Transport, Non-Motorised Transport (NMT), etc</p>	This clause remains the same as presented in the published RFP.
		<p>D. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/entity for over 1 year. S/he will be the nodal person for this assignment.</p>	<p>It is requested to kindly relax the criteria of permanent employment of the key experts. However, it may be mandated that the undertaking be submitted by the proposed expert that he/she shall be available during the period of the assignment.</p>	This clause remains the same as presented in the published RFP.
10	<p>Page - 31 Technical Evaluation Criteria for Selection of Bidder</p> <p>S.no. 2 –Firm</p>	<p>Land-use Expert: At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p>	<p>We request relaxation on the requirement that the expert be a full-time employee of the bidding firm.</p> <p>Typically, the inputs of such experts are intermittent in nature for core transport</p>	This clause remains the same as presented in the published RFP.

	<p>Credentials</p> <p>Clause B</p>		<p>planning projects and engaging them as full-time employees could limit their ability to contribute to other projects beyond those of the parent company. Such professionals often prefer to work as independent consultants, allowing their expertise to be utilized across various projects. Therefore, we request that an independent consultant, not necessarily a full-time employee of the bidding firm, be permitted to be engaged as Land-Use Expert for this study.</p>	
		<p>NMT Planning and Traffic Management Specialist: Minimum Qualification Post graduation in Urban or Transport Planning/ Urban Design/ Transport Engineering/ Urban Infrastructure or other related fields from a recognized University/ Institution.</p>	<p>It is requested to kindly consider the following: Minimum Qualification Post graduation in Urban or Regional or Transport Planning/ Urban Design/ Transport Engineering/ Urban Infrastructure or other related fields from a recognized University/ Institution.</p> <p>We request to remove the requirement of the incumbent being a full-time employee of the bidding firm/ entity at the time of bidding, for all the positions.</p> <p>Kindly consider that this is a restrictive clause which does not impact the project delivery.</p>	<p>This clause remains the same as presented in the published RFP.</p>
<p>11</p>	<p>Page - 32</p> <p>Section III Evaluation and Qualification Criteria, Technical Evaluation Criteria for selection of Bidder</p>	<p>The method of selection is Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 1,00,00,000 (Rupees One Crore only), inclusive of all taxes. The minimum fees that can be quoted is INR 75,00,000/- (Rupees Seventy-Five Lakh only), inclusive of all taxes.</p>	<p>We believe estimated consultancy fees given are exclusive of GST.</p> <p>Please confirm.</p>	<p>This clause remains the same as presented in the published RFP.</p>

		<p>Environmental Expert (One) with more than 5 years of experience in quantifying energy consumption and estimating GHG emissions (CO2 and local air pollutants) emanating from transport-related activities.</p> <p>Minimum Qualification - Post-graduation in Energy/Environmental Planning/ Environmental Engineering or in similar areas from a recognised University/ Institution.</p>	<p>Environmental Expert (One) with more than 5 years of experience in quantifying energy consumption and estimating GHG emissions (CO2 and local air pollutants) emanating from transport-related activities/ conducting sustainability assessments/ Environmental Impact Assessments related to urban mobility projects.</p> <p>Profiles with Master’s in Transport/ Urban/ Regional Planning also possess requisite experience w.r.t the scope of work.</p> <p>We therefore request to accordingly include the specified educational qualification criteria for this position and modify the clause as per below: Minimum Qualification - Post-graduation in Energy/ Environmental Planning/ Environmental Engineering/ Transport Planning/Urban Planning/ Regional Planning or in similar areas from a recognized University/ Institution.</p> <p>We request the Client to also include experience pertaining to conducting environmental impact and sustainability assessments related to urban mobility projects, for the said resource.</p>	<p>Refer to Corrigendum 1.</p> <p>Relevant experience for Environmental Expert modified as follows: Environmental Expert (One) with more than 5 years of experience in quantifying energy consumption and estimating GHG emissions (CO2 and local air pollutants) emanating from transport-related activities/ conducting sustainability assessments/ Environmental Impact Assessments related to urban mobility projects.</p>
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		<p>Gender and Social Inclusion Expert:</p> <p>Minimum Qualification - Post graduation in Anthropology/Gender Studies/ Social Science/ Sociology or other related fields from a recognized University/ Institution.</p>	<p>Planners and public policy experts with experience in inclusive design, accessibility, and policy development are qualified to integrate gender and social inclusion in urban mobility planning.</p> <p>We therefore request to modify the clause as per below:</p> <p>Minimum Qualification - Post graduation in Anthropology/ Gender Studies/ Social Science/ Sociology/Planning/ Public Policy or other related fields from a recognized University/ Institution.</p>	<p>This clause remains the same as presented in the published RFP.</p>
12	<p>Page - 35</p> <p>Section IV Bidding Forms, Form Tech 3 – Format of Affidavit,</p>	<p>I / We Proprietor / Partner(s) /Director(s) of M/s</p>	<p>We request you to kindly add Authorized Signatory as well and amend the clause as stated below I / We Proprietor / Partner(s) / Director(s) / Authorized Signatory of M/s</p>	<p>This clause remains the same as presented in the published RFP.</p>
		<p>(Pre-qualification requirement/declaration regarding blacklisting / debarment)</p>	<p>We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p>	<p>This clause remains the same as presented in the published RFP.</p>
13	<p>Page - 40</p> <p>Form TECH – 6 Similar/ relevant projects/ assignments</p>	<p>Note 2. Following documents for all projects mentioned above must be submitted:</p> <p>a. Copy of Contract/ Work Order (including Scope of Work)</p> <p>b. Completion Certificate from Client with relevant information like name of the assignment, date of start, date of</p>	<p>We request the Client to include other relevant documentary evidence also, for similar/ relevant experience of the firm. We request the Client to modify the clause as per below:</p> <p>a. Copy of Contract/ Work Order/ LoA (including Scope of Work)/Completion Certificate/ Experience Certificate/</p>	<p>This clause remains the same as presented in the published RFP.</p>

		completion, contract amount and total payment received, etc.	Appreciation Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.	
14	Page - 48 Section V Terms of Reference Clause No. II. 1	Undertake a comprehensive review of extant development plans including master plan, comprehensive development plan, comprehensive mobility plan, comprehensive traffic and transportation study, coastal zone management plan, disaster management plan, etc. to understand the following attributes of the enclave: a. regional setting and linkages; b. emerging growth centres within and around the enclave; c. existing and proposed land use within the enclave and its suburbs (if any); d. future scale and direction of growth; and e. demographic, socio-economic and cultural profile.	Does NIUA/KPA have latest detailed ward-wise population and employment estimates for the base year, since the 2021 census data isn't available? And if so, will it be shared with the consultant? Kindly clarify	This information will be collected as part of the baseline.
			Could you please clarify whether the NIUA will support the successful bidder in facilitating access to the reports related to existing development plans, as mentioned in the clause?	NIUA will facilitate the Consultant by issuance of introductory letters. Collection of data (including GIS layers, TAZ analysis etc.), getting permission for conducting transport surveys, stakeholder coordination etc., is the responsibility of the Consultant.
15	Page - 49 Section V – Terms of Reference Part II, Clause: 5.a, 5.e, 5.f, 5.i Section V - Terms of Reference; Clause 3 of Scope of Work Scope of Work, Point 4 (a)	5. Analyse the existing urban transport systems and networks by carrying out the following primary surveys	While the type of primary surveys to be conducted has been mentioned with the duration and methodology to be adopted for each type of survey, quantity has not been mentioned. We request the client to quantify the locations/ survey sample sizes to be captured. Since the primary data collection exercise is cost intensive activity, the units to be covered for each type of surveys will help the bidders estimate the data collection related expenses.	This clause remains the same as presented in the published RFP.
		Use of video camera for the following surveys: i. Classified Volume Count (CVC) Survey ii. Pedestrian Count	Our experience suggests that manual counting techniques have proven to be more effective especially for conducting Parking surveys compared to video-based	This can be proposed to the competent authority as part of the Inception Report. Subject to approval of the competent authority, the proposed method (manual/

		<p>iii. Parking surveys iv. Junction Turning Volume Counts</p>	<p>methods. Manual counting allows data collection for both on-street and off-street parking locations, which may be challenging to capture effectively through video surveys. Therefore, we request the flexibility to utilize manual counting methods for Parking surveys.</p>	<p>video-based etc.) for conducting surveys can be adopted.</p>
		<p>Existing GIS layers of the city depicting the land use, road network, slums, green areas (parks and open spaces), and other transport infrastructure like bus terminal/s, railway station, integrated freight complexes, etc. will be procured from the relevant authorities.</p> <p>This database will be utilised for delineating the Traffic Analysis Zones (TAZs), and mapping the data collated from the primary and secondary sources.</p>	<p>Request you to clarify whether the Client would support in coordination with the relevant authorities identified by the Consultants in procuring existing GIS layers of the city as mentioned in the clause</p> <p>We request to clarify if the TAZ analysis and shapefiles and databases for previous CMPs, Masterplans will be provided to the selected bidder.</p>	<p>NIUA will facilitate the Consultant by issuance of introductory letters. Collection of data (including GIS layers, TAZ analysis etc.), getting permission for conducting transport surveys, stakeholder coordination etc., is the responsibility of the Consultant</p>
		<p>Review of the existing transport infrastructure and facilities shall be done for each transport mode including, but not limited to, the following:</p> <p>a. Public Transport System, including water transport modes (performance and level of service provision for public transport users)</p> <p>b. Para-Transit System (fleet usage detail, route detail, cost and fare, etc.)</p> <p>c. Freight Transport (predominant movement corridors and parking facilities)</p>	<p>a. This task requires a set of primary surveys and secondary information, we understand that any secondary information required for level of service will be provided to the selected bidder.</p> <p>b. We understand that the paratransit is an important part of the urban transport system. We request to limit to some of the major areas which will be identified in the OD Matrix survey or identified in previous studies.</p>	<p>a. NIUA will facilitate the Consultant by issuance of introductory letters. Collection of data (including GIS layers, TAZ analysis etc.), getting permission for conducting transport surveys, stakeholder coordination etc., is the responsibility of the Consultant.</p> <p>b. This can be proposed to the competent authority as part of the Inception Report. Subject to approval of the competent authority, the scope of the OD surveys can be finalized.</p>

16	<p>Page - 50</p> <p>Section V Terms of Reference, Clause No. II. 5 j</p> <p>Clause: 5.g</p> <p>Section V - Terms of Reference; Clause 7 of Scope of Work</p> <p>Section V – Terms of Reference, Part II, Clause: 5.h</p>	<p>Household Interview (HHI) Survey</p> <p>The sample size of the HHI survey should be 3% of the total population of the enclave, covering the entire geographical expanse and different residential use typologies therein.</p>	<p>The sample size mentioned for the HHI survey i.e. 3% of the total population is for the base year (i.e. 2025)? If so, then detailed ward-wise population and employment estimates for the base year will be made available to consultants? Kindly clarify</p>	<p>Refer to draft comprehensive development plans of the enclaves or any other Government sources/website/ documents for projected population estimates</p>
			<p>Household surveys are one of the time and cost intensive surveys in CMP studies. In order to have level playing competition among bidders, it is very important to have the population figures of the CMP cities for the year 2025 that has to be considered for estimating number of households. As the last population census was carried out only in 2011, we request to indicate the population size to be considered or number of households to be surveyed for each of the CMP cities.</p>	<p>Refer to draft comprehensive development plans of the enclaves or any other Government sources/website/ documents for projected population estimates</p>
		<p>Boarding and Alighting Survey at Public Transport (PT) terminals: This survey should be conducted at PT terminals during the peak hours to cover all routes of the PT network. The survey should estimate the number of commuters boarding and alighting the buses/ mini-buses/ other shared modes, origin and destination of the commuters, and level of occupancy of the buses/mini-buses.</p>	<p>RFP says that the Boarding /Alighting surveys be conducted at PT terminals. In this regard we want to highlight that these types of surveys will be conducted on bus routes, and not at PT Terminals. Passenger OD surveys are normally carried out at PT terminals to understand the movement patterns. Hence, kindly clarify:</p> <p>i)Is the intention of the clause being to carryout Passenger O-D at PT Terminals or Boarding alighting surveys?</p> <p>ii) In case of Boarding/ Alighting surveys to be carried out, please specify the requirement with respect type of buses and extent of routes to be covered.</p>	<p>This can be proposed to the competent authority as part of the Inception Report. Subject to approval of the competent authority, the nature of survey and the modes to be covered can be finalized.</p>

			<p>iii) Clarification on "other shared modes." The term "other shared modes" is broad in nature. As per our understanding, the modes used for last mile connectivity like Auto rickshaws, shared autos / E-rickshaws will form the part of this category.</p> <p>Kindly clarify the nature of survey and modes to be covered as part of this survey at PT Terminals.</p>	
		<p>For conducting the survey in a scientific and orderly manner, trained enumerators and experienced supervisors should be engaged. For HHI and road side interview (OD, NMT perception survey, etc.), Computer-assisted Personal Interviewing (CAPI) model or Mobile-assisted Personal Interviewing (MAPI) should be developed and used.</p>	<p>It would be advantageous to include in the clause that, where applicable, traditional handwritten tabulation of survey data can be employed in areas with poor network connectivity, especially when CAPI/MAPI applications are not functioning effectively. These data will subsequently be digitized in the office.</p>	<p>This can be proposed to the competent authority as part of the Inception Report. Subject to approval of the competent authority, the proposed method (manual/video-based etc.) for conducting surveys can be adopted.</p>
		<p>NMT Opinion Survey: The sample size of the NMT Opinion Survey should preferably be 2 - 5% of the population size, with a minimum sample size of 100</p>	<p>As it will be difficult to ascertain at the time of surveys the number of NMT user population, we suggest that survey sample size be fixed (ex: about 150 NMT passengers) instead of percentage terms. This will enable to estimate the surveys costs more reliably.</p>	<p>This can be proposed to the competent authority as part of the Inception Report. Subject to approval of the competent authority, the necessary modifications in the proposed survey plan can be adopted.</p>
17	<p>Page - 51</p> <p>Section V Terms of Reference, Clause No. II. 12</p>	<p>Conduct a Travel Demand Analysis</p>	<p>Does NIUA / KPA have specific preference for the travel demand modelling software (e.g. VISUM, EMME, CUBE, etc.)?</p> <p>Kindly clarify.</p>	<p>No. The software to be used can be proposed to the competent authority as part of the Inception Report</p>

18	<p>Page - 53</p> <p>Section V – Terms of Reference Part III. Deliverables, timeline and deliverables</p>	<p>Deliverables, timeline and Payment Milestones</p>	<p>This query is regarding Deliverable Timelines and Related Payment schedule:</p> <p>i) Deliverable Time Lines: As per the terms of reference, the time duration allocated are very short for delivering these reports as they need to incorporate the filed surveys and data analysis etc. We request, to provide more time for deliverables 4, 5, and 7 to 12, while ensuring the overall project duration 54 weeks as mentioned in RFP.</p> <p>ii) Payment Schedule: The payment schedule mentioned is linked to the approval of final reports by the Client. Although Two weeks' time for approval of the respective deliverable is mentioned in RFP, more often this process may take longer than expected due to involvement of various stake holding departments, and hence delay in invoicing and payments. This affects the project cash flows, especially, the projects that involves capital intensive primary surveys. In order to ensure smooth project cash flow, we suggest 50% payment of that respective fee on submission of draft reports and 50% on submission of final reports of that respective deliverable. Keeping the points mentioned in (i) and (ii) above, we suggest the following timelines for your consideration:</p> <table border="1" data-bbox="1010 1123 1509 1407"> <thead> <tr> <th>No.</th> <th>Deliverable/ Activity</th> <th>Timeline (in weeks)</th> <th>Payment Milestones</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Draft Inception Report</td> <td>ED* + 4 weeks</td> <td>10% of the contract amount</td> </tr> <tr> <td>2</td> <td>Final Inception Report, after incorporating the comments received on the Draft Report</td> <td>ED* + 6 weeks</td> <td>10% of the contract amount</td> </tr> <tr> <td>3</td> <td>Draft Report on Urban Traffic and Transport Analysis</td> <td>ED* +24 weeks</td> <td>10% of the contract amount</td> </tr> </tbody> </table>	No.	Deliverable/ Activity	Timeline (in weeks)	Payment Milestones	1	Draft Inception Report	ED* + 4 weeks	10% of the contract amount	2	Final Inception Report, after incorporating the comments received on the Draft Report	ED* + 6 weeks	10% of the contract amount	3	Draft Report on Urban Traffic and Transport Analysis	ED* +24 weeks	10% of the contract amount	<p>This clause remains the same as presented in the published RFP.</p>
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19	<p>Page - 59</p> <p>Section VI Contract Forms, II General Conditions of Contracts, Clause No. 17.3.3</p> <p>Section VI Contract Forms, II General Conditions of Contracts</p>	<p>Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the</p>	<p>We request to incorporate the wordings in the clause: "Extension due to any reasons not attributable to the consultant and which is beyond the control of the Consultant" in the provision as consultant should have EOT right on reasons not attributable to it</p> <p>In case the payment of the consultant is suspend, the consultant should also have an option to suspend the work for the period the payments are suspended. We request to either remove the provision or add the below sub-clause: "In case of suspension of payment for the above reasons, the consultant shall also have an option to</p>	<p>This clause remains the same as presented in the published RFP.</p> <p>This clause remains the same as presented in the published RFP.</p>																								

		Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.	suspend the work with a due notice to the Client"	
20	Page - 60 Section VI Contract Forms, II General Conditions of Contracts, Clause No. 19.1 Section VI Contract Forms, II General Conditions of Contracts, Clause No. 19.1.1	The Contract may be terminated by either Party as per provisions set up below: By the Client: 19.1.1 The Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause; and at least five (5) days' written notice in case of the event referred to in (f)	We request to increase the notice period from 5 days' to 30 days', which is as per the industry standards.	This clause remains the same as presented in the published RFP.
		<p>d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract</p> <p>f) If the Consultant fails to confirm availability of Key Experts</p>	<p>Termination because of force major is unjustifiable, as Force Majeure is beyond consultant's control, so we request to consider removing this clause.</p> <p>We request the removal of the "termination at convenience" provision, as it could result in unplanned costs for the Consultant. Alternatively, we propose including additional compensation to offset the potential impact, should this provision remain.</p> <p>Considering that their may be replacement of key experts, we request to kindly modify this clause to "If the Consultant fails to confirm availability of Key Experts within 2 months of last day of the key experts.</p>	This clause remains the same as presented in the published RFP.
21	Page - 63 Cl. 3.2 at pg. no. 9; Cl. 21	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a	This clause remains the same as presented in the published RFP.

			<p>mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests.</p> <p>Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	
22	<p>Page - 64 Section VI Contract Forms, II General Conditions of Contracts, Clause No. 23</p>	<p>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.</p>	<p>There are no additional provisions laid down in SCC. Hence, no capping mentioned for Consultant's liability. We request for a clear capping on liabilities as a market standard. Kindly insert the below clause:</p> <p>"The bidder's total liability under this Contract [except in case of gross negligence or willful misconduct on the part of the Expert], for any direct loss or damage accrued due to deficiency in Services shall not be higher than the total professional fees under the Contract."</p> <p>We request you to please confirm that the maximum cumulative liability of the successful Bidder shall be limited to the Contract Fee. You would appreciate this is in line with the standard industry norms and also being adopted by multilateral agencies and large government organizations.</p>	<p>This clause remains the same as presented in the published RFP.</p>
		<p>Liability is unlimited</p>	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this</p>	<p>This can be considered during contract finalisation stage</p>

	<p>Section VI Contract Forms, II General Conditions of Contracts, Clause No. 24.1</p>		<p>agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	
		<p>The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case maybe) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>	<p>We have our global insurance policies; hence, we cannot share the terms agreed with the insurer it being confidential, however, we can share the insurance certificate covering all the risks as specifically required under the insurance provisions and that certificate can be reviewed by the client.</p>	<p>This clause remains the same as presented in the published RFP.</p>
<p>23</p>	<p>Page - 73</p> <p>Section VI Contract Forms, II General Conditions of Contracts, Clause No. 50.3</p> <p>Clause No. 50.4</p>	<p>If the Consultant, having been called upon by the Client to furnish performance security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeiture of the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.</p>	<p>We request the removal of the highlighted part from the clause, as it appears unfair and imposes multiple legal actions on the Consultant. Additionally, it creates ambiguity regarding the type of punitive actions that may be taken against the Consultant, which could adversely affect the Consultant's business.</p>	<p>This clause remains the same as presented in the published RFP.</p>

		b) without terminating the Contract: ii. treat it as a breach of contract and avail any or all contractual remedies provided for breaches / default.	We request to amend the provision and avail only one remedy instead of going for imposing multiple legal actions on the consultant.	
24	Page - 73 50.1: Performance Security & Data Sheet: ITC 10.1	Within fourteen days after the issue of the Letter of Award by the Client, the Consultant shall furnish to the Client performance security (in form of Performance Bank Guarantee)	Could you kindly confirm if Performance Bank Guarantee is required to be submitted along with the Technical Proposal (TECH-10)?	No.
25	Page - 74 Section VI Contract Forms, II General Conditions of Contracts Clause No. 50.6 Clause No. 50.7	The Client shall be entitled, and it shall be lawful on his part, b. and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Client shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.	We request the deletion of this clause as it creates financial uncertainty for the Consultant due to potential deductions from payments for unclear claims. The requirement to continuously maintain performance security can disrupt cash flow and operations. Additionally, the clause imposes indefinite liability, leading to prolonged financial exposure even after substantial work is completed.	This clause remains the same as presented in the published RFP.
		Subject to the sub-clause above, the Client shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.	We understand that this is not applicable in this project as the scope of work does not have Defect Liability Period. Please confirm.	Defect liability security is not applicable
26	Page - 77 Section VI Contract Forms, II Special	The insurance coverage against the risks shall be as follows: a) Professional liability insurance b) Third Party liability insurance	Since no PII and TPL limit has been provided, we will maintain it as below: a) Professional liability insurance- up to the contract value	This shall be as per the relevant provisions of the applicable law in the client country

	Conditions of Contracts, Clause No. 24.1		b) Third Party liability insurance-up to 50% of the contract value. Please confirm.	
27	Page - 78 Section VI Contract Forms, II Special Conditions of Contracts, Clause No. 30.3	SCC Condition: If any Key Expert of the team is replaced by the Consultant after award of contract, the Client is entitled to apply a deduction as follows: a) Replacement shall be limited to not more than 30% of the total key Experts, subject to equally, or better, qualified and experienced personal being provided to the satisfaction of the Client. b) Replacement of first 10% of key experts will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original expert, from the date of the replacement till completion of contract. c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten percent) and for the third 10% replacement such reduction may be equal to 15% (fifteen percent).	We understand that, in any replacement of Key Experts in case of death and medical incapacity, no deduction shall be applicable as per GCC / SCC Cl. 30.3. Kindly Confirm. Also, it is requested to allow at least 3 replacements for reasons other than those stated above without penalty.	Refer Corrigendum No. 1. Modification in SCC is as follows: Clause No 30.3- Not applicable. No. This clause remains the same as presented in the published RFP.
	Clause No. 45.1(a)	SCC Condition: No advance payment will be made.	We request for inclusion of an advance payment provision, as it will enable the consultant to mobilize key experts, set up the office, and arrange logistics in a timely manner during the initial months of the project	This clause remains the same as presented in the published RFP.
	Clause No. 30.3	Applicable: If any Key Expert of the team is replaced by the Consultant after award of	Since this is a deliverable based contract with no full-time deployment required at the Client location and further this being a	Refer Corrigendum No. 1. Modification in SCC is as follows:

		<p>contract, the Client is entitled to apply a deduction as follows:</p> <p>a) Replacement shall be limited to not more than 30% of the total key Experts, subject to equally, or better, qualified and experienced personal being provided to the satisfaction of the Client.</p> <p>b) Replacement of first 10% of key experts will be subject to reduction of remuneration.</p> <p>The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original expert, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten percent) and for the third 10% replacement such reduction may be equal to 15% (fifteen percent).</p>	<p>lumpsum contract, kindly clarify how will the fees of the individual experts be ascertained.</p> <p>We therefore request the Client to remove this clause. Consultant to ensure that the replacement is equally, or better, qualified and experienced personnel than the existing resource.</p>	<p>Clause No 30.3- Not applicable.</p>
		<p>Clarification sought</p>	<p>We understand that the Preparation of 'CMP for Karaikal Region' and 'CMP for Yanam and Mahe Region' are two different and deliverable based assignments. Therefore, we are assuming that same resources can be proposed against the positions specified in the two RFPs.</p> <p>Please let us know if otherwise.</p>	<p>Refer Corrigendum No. 1.</p>
28	Page - 79	<p>..... a sum equivalent to 0.125% - 5% (of the related monthly bill/stage of payment of the Services.</p>	<p>Kindly confirm if the cap on Damages is 5% or 10%</p>	<p>This clause remains the same as presented in the published RFP.</p>

	Section VI Contract Forms, II Special Conditions of Contracts, Clause No. 46.2	The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price	It is a common industry practice to keep the liquidated damages within 5% of the contract price. Hence, we request to revise the clause as: “The maximum amount of liquidated damages for the whole of the Works is capped at 5% of the final Contract Price.”	This clause remains the same as presented in the published RFP.
29	General	Deployment of the Personnel	We believe all proposed key-staff can work from their respective offices with visits to the Client office as and when required. Please confirm	Yes. This clause remains the same as presented in the published RFP.