

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 Plan for Yanam and Mahe Regions, UT of Puducherry
Reply to Pre-bid Queries

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>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 both RfPs (RfP No. NIUA/GEF_LCI/P:540 and RfP No. NIUA/GEF_LCI/P:541) is not permitted. Refer to Corrigendum 1.</p>

			Can our CVs of Key personnel be used for both the CMP Bids viz. Karaikal & Yanam/Mahe Towns.?	Same response as above. Refer to 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>Pg. No. 23</p> <p>Section II – Data Sheet</p> <p>Clause No. 2.1</p>	<p>Method of selection: The method of selection for all the above-mentioned outputs is Quality cum Cost Based Selection (QCBS) with a ceiling amount of INR 1,00,00,000 (Rupees One Crore only).</p> <p>The minimum fees that can be quoted is INR 75,00,000/- (Rupees Seventy-Five Lakh only), inclusive of all taxes.</p>	<p>The RFP specifies that there should be separate preparation for Yanam and Mahe regions. Could you please clarify if the minimum fee of INR 75,00,000/- and the ceiling amount of INR 1,00,00,000/- are inclusive of both projects (Yanam and Mahe combined), or if these amounts are applicable separately to each region? Additionally, we request confirmation if the financial quote needs to be provided as a consolidated amount for both regions or as individual quotes for each region.</p>	<p>Financial proposal should quote a consolidated amount for preparing the CMPs of both Yanam and Mahe, with a minimum fee of INR 75,00,000/- and the ceiling amount of INR 1,00,00,000/- (inclusive of all taxes).</p>

			We believe estimated consultancy fees given are exclusive of GST. Please confirm.	
4	Pg. No. 24 Section II – Data Sheet Clause No. 14.1.1	Joint-Venture (JV)/ Consortium is not allowed	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.	This clause remains the same as presented in the published RFP.
5	Pg. No. 25 Section II – Data Sheet Clause No. 17.9	The Proposals must be submitted no later than: Date: 10.02.2025 Time: 17:00 hrs IST	We request you to kindly extend the Bid Submission Deadline by at least 20 working days from the date of issue of the reply to our queries , to enable the Consultants to submit a comprehensive and competitive bid.	This clause remains the same as presented in the published RFP.
			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.	This clause remains the same as presented in the published RFP.
			We kindly request a two-week extension for proposal submission, the additional time will help the bidders to prepare a more comprehensive proposal by allowing for further research and necessary consultations.	This clause remains the same as presented in the published RFP.
			We request to extend the date of submission by 2 weeks from 10.02.2025 to 24.02.2025.	This clause remains the same as presented in the published RFP.

6	<p>Page 27</p> <p>Section III - Evaluation and Qualification Criteria, Pre-qualification Criteria</p> <p>2. Turnover</p>	<p>Criteria:</p> <p>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.</p> <p>Documents Required:</p> <p>Certified by the Statutory Chartered Accountant as per format enclosed in Form TECH – 5.1 and 5.2</p>	<p>To encourage bidders with greater professional capabilities to participate in the bid, we request to modify the clause as per below:</p> <p>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.</p>	<p>This clause remains the same as presented in the published RFP.</p>
			<p>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.</p>	<p>This clause remains the same as presented in the published RFP.</p>
			<p>We request you to kindly reconsider the financial eligibility criteria and revise the requirement for Average Annual Turnover from consultancy services in India to a minimum of INR 5 Crore for the previous three financial years (FY 2020-21, 2021-22 & 2022-23). This would ensure the participation of experienced and financially robust bidders capable of successfully executing the scope of work outlined in the RFP. Kindly confirm if this modification can be accommodated.</p>	<p>This clause remains the same as presented in the published RFP.</p>

			<p>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.</p> <p>Please confirm.</p>	<p>Yes. This clause remains the same as presented in the published RFP.</p>
7	<p>Page 28</p> <p>Section III - Evaluation and Qualification Criteria, Pre-qualification Criteria</p> <p>4. Similar/ relevant projects/ assignments</p>	<p>The Bidder in its last 7 years of experience:</p> <p>should have completed at least 3 similar/relevant projects/ assignments each of contract value not less than 40% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</p> <p>OR</p> <p>should have completed at least 2 similar/relevant projects/ assignments each of contract value not less than 50% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</p> <p>OR</p> <p>should have completed at least 1 similar/relevant projects/ assignments each of contract value not less than 80% of the assignment value i.e. INR 1,00,00,000 (Rupees One Crore only).</p>	<p>We request you to also consider the on-going projects for relevant experience of the Bidder.</p> <p>In S. No. 2A of the section 'TECHNICAL EVALUATION CRITERIA FOR SELECTION OF BIDDER,' it states that '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>This appears to be inconsistent with the clause under S. No. 4 of Section III - Evaluation and Qualification Criteria.</p> <p>Could you please clarify the two clauses?</p>	<p>No. This clause remains the same as presented in the published RFP.</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>We kindly request that the extensive global project experience of our parent company be taken into consideration.</p>	<p>This clause remains the same as presented in the published RFP.</p>
			<p>We request you to consider bidder's experience in last 10 years to meet the Pre-Qualification Criteria</p>	<p>This clause remains the same as presented in the published RFP.</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:</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/ 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>This clause remains the same as presented in the published RFP.</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>Can this clause be revised to include the following:</p> <p>i) Feasibility & Ridership Studies for MRTS Projects in India.</p>	<p>This clause remains the same as presented in the published RFP.</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>

8	<p>Page 28</p> <p>Section III - Evaluation and Qualification Criteria, Pre-Qualification Criteria & Section III - Technical Evaluation Criteria, for Selection of Bidder</p> <p>2.A. Firm Credentials</p>	<p>The Bidder in its last 7 years of experience:</p> <table border="1" data-bbox="490 387 920 571"> <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.</p> <p>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.</p> <p>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.</p> <p>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> <p>We request you to consider bidder's experience in last 10 years to meet the Evaluation 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>This clause remains the same as presented in the published RFP.</p>
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9	<p>Page 29</p> <p>Section III - Technical Evaluation Criteria, for Selection of Bidder</p> <p>2.A. Firm Credentials</p>	<p>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 also consider the on-going projects for relevant experience of the Bidder.</p>	<p>No. This clause remains the same as presented in the published RFP.</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>OR</p> <p>CA certificate along with UDIN clearly defining the relate turnover from ‘similar/ relevant projects/ assignments’ along with Audited Financial Statements (Balance Sheets), with information like name of the assignment, date of start, date of</p>	<p>We request you to consider ongoing projects also as part of eligible projects for technical evaluation to demonstrate a wider range of relevant projects.</p> <p>Accordingly, we suggest to the technical evaluation criteria to read as:</p> <p>“The Bidder, in its last 7 years of experience, should have undertaken similar/ relevant projects/ assignments (completed and ongoing) with a contract value of at least INR 40 Lakh.”</p>	<p>No. This clause remains the same as presented in the published RFP.</p>
		<p>We wish to bring to your kind notice that there are several mobility projects in which the services of the Consultants are upto 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 and 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>It is requested to reduce minimum contract value to INR 20 lakhs and ongoing projects to also be allowed for technical qualification.</p>	<p>No. This clause remains the same as presented in the published RFP.</p>	

		<p>completion, contract amount and total payment received, etc.</p> <p>Note: In case full payment from the 'similar/ relevant project/ assignment' has not been received (for any reason), then only the completion certificate from the client will be considered as a proof of completing the said assignment.</p>	<p>In the context of the qualification criteria, we request you to kindly consider alternative documentation, such as a Letter of Agreement, Work Order copy, and proof of payment, in lieu of a Completion Certificate. This is because having Completion Certificates is not a standard practice in the United States, where our parent company is based. We request confirmation on whether such alternative documentation would be acceptable to meet the eligibility requirements outlined in the RFP.</p>	<p>This clause remains the same as presented in the published RFP.</p>
10	<p>Page 30 - 32</p> <p>Section III - Evaluation Criteria, for Selection of Bidder</p> <p>2.B. Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</p>	<p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p> <p>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>Minimum Qualification – Post-graduation in Transport Planning/ Transport Engineering from a recognized University/ Institution.</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> <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>	<p>No. 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>
			<p>We request the client to consider the following modification(s):</p> <ol style="list-style-type: none"> 1. Reduce the no. of years of experience from 15 to 13 years. 2. Relax the post-graduation qualification as Post-graduation in Urban & Regional / Transport Planning/ Transport Engineering from a recognized University/ Institution. 3. At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity. 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 	<p>Refer to Corrigendum 1.</p>

			<p>Urban/ Transport Planning/ Transport Engineering from a recognized University/ Institution.</p> <p>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.</p>	
			<p>It is requested to increase equivalent experience for team leader to 25 years and/or in minimum qualifications add PHD in planning or PG in other related fields.</p>	<p>No. This clause remains the same as presented in the published RFP.</p>
			<p>We request you to consider the education Qualification as</p> <p>Minimum Qualification – _Post-graduation in Planning / Transport Engineering from a recognised University / Institution.</p>	<p>Refer to Corrigendum 1.</p>
		<p>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:</p> <p>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</p>	<p>No. This clause remains the same as presented in the published RFP.</p>

		(NMT), etc.	
	<p>For Team Leader-Urban Transport Planner: 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>For Public Transport Expert, Land Use Expert, Traffic Survey and Modelling Specialist, and NMT Planning and Traffic Management Specialist: At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</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>No. This clause remains the same as presented in the published RFP.</p>
		<p>It is requested to kindly consider the following:</p> <p>Team Leader- Urban Transport Planner. Minimum Qualification- Post-graduation in Transport Planning/ Transport Engineering/ Highway Engineering from a recognised University/ Institution.</p>	<p>Refer to Corrigendum 1.</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>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>We therefore request to modify the clause as per below:</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/</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>

			<p>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:</p> <p>Minimum Qualification - Post-graduation in Energy/ Environmental Planning/ Environmental Engineering/ Transport Planning/ Urban Planning/ Regional Planning or in similar areas from a recognised University/ Institution.</p>	<p>Refer to Corrigendum 1.</p>
			<p>The bidding document does not specify whether the Environmental Expert must be a full-time employee of the bidding firm/entity at the time of bidding. Can the Environmental Expert be engaged on a contract basis, provided their qualifications and availability for the project are ensured? Please clarify.</p>	<p>Environmental Expert and Gender and Social Inclusion Expert need not be full time employees of the bidding firm/ entity.</p>
		<p>Gender and Social Inclusion Expert (One) with more than 5 years of experience in gender analysis or assessments of urban mobility projects.</p> <p>Minimum Qualification - Post-graduation in Anthropology/ Gender</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</p>	<p>This clause remains the same as presented in the published RFP.</p>

		<p>Studies/ Social Science/ Sociology or other related fields from a recognized University/ Institution.</p>	<p>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>The bidding document does not specify whether the Gender and Social Inclusion Expert must be a full-time employee of the bidding firm/entity at the time of bidding. Can the Environmental Expert be engaged on a contract basis, provided their qualifications and availability for the project are ensured? Please clarify.</p>	<p>Environmental Expert and Gender and Social Inclusion Expert need not be full time employees of the bidding firm/ entity.</p>
		<p>Land Use Expert (One) with more than 10 years of experience in works pertaining to Comprehensive Mobility Plan (CMP)/ Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study, Master Plan/ Development Plan/ Regional Plan, etc.</p> <p>Minimum Qualification – Post-graduation in Urban or Transport Planning, Urban Design or other related fields from a recognised University/ Institution.</p> <p>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 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.</p> <p>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>This clause remains the same as presented in the published RFP.</p>

			<p>Since this is a transport-based assignment, many of the consulting firms working in the field of urban transportation may not have an Urban Planner as a Full-Time employee and may have them empanelled and working as a consultant from project to project basis.</p> <p>In consideration of the above, we request you to remove the below clause for the position of “Land Use Expert”.</p> <p>At the time of bidding, the incumbent should be a full-time employee of the bidding firm/ entity.</p>	<p>This clause remains the same as presented in the published RFP.</p>
			<p>Considering the specialized nature of land use expertise and the potential difficulty of having such an expert as a full-time employee during the bidding stage, we kindly request the following:</p> <p>Allowing the Land Use Expert to be engaged on a contract basis: This would enable firms to leverage highly qualified professionals who may not be permanent employees but can commit to the project for its duration.</p> <p>Permitting Joint Ventures (JVs): Allowing JVs would facilitate collaboration between firms, thereby ensuring the inclusion of domain-specific experts and enhancing the overall quality of project delivery.</p> <p>We believe these changes will increase</p>	<p>This clause remains the same as presented in the published RFP.</p>

			competition, allow greater participation, and ensure the best possible expertise for the project	
		<p>NMT Planning and Traffic Management Specialist (One) with more than 5 years of experience in planning NMT corridors and networks, undertaking traffic management studies, road safety studies/ audits, etc.</p> <p>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:</p> <p>Minimum Qualification - Post-graduation in Urban or Regional Transport Planning/ Urban Design/ Transport Engineering/ Urban Infrastructure or other related fields from a recognized University/ Institution.</p>	This clause remains the same as presented in the published RFP.
11	<p>Pg. No. 35</p> <p>Form Tech 3</p> <p>Format for Affidavit Certifying that Entity is not Blacklisted</p>	Format for Affidavit Certifying that Entity is not Blacklisted	<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>	No. This clause remains the same as presented in the published RFP.
			<p>We request you to kindly add Authorized Signatory as well and amend the clause as stated below</p> <p>I / We Proprietor / Partner(s) / Director(s) / Authorized Signatory of M/s</p>	This clause remains the same as presented in the published RFP.

	<p>Pg. No. 40</p> <p>Form Tech 6</p> <p>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 completion, contract amount and total payment received, etc.</p>	<p>We request the Client to include other relevant documentary evidence also, for similar/ relevant experience of the firm.</p> <p>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/ 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.</p>	<p>No. This clause remains the same as presented in the published RFP.</p>
12	<p>Pg. No. 48</p> <p>Section V – Terms of Reference</p> <p>I. Background and Objective</p>	<p>The CMP would be prepared for the planning jurisdiction of the Yanam Planning Authority (YPA) and Mahe Planning Authority (MPA), covering an area of 30 sq km and 9 sq km, respectively.</p>	<p>Given that YPA and MPA are distinct planning authorities located in different geographical contexts, does the NIUA require separate teams for each area, or would the same team of experts can work parallel or subsequently on the projects? Kindly clarify.</p>	<p>Same team of key experts can be engaged for preparing the CMPs of Yanam and Mahe (RfP No. NIUA/GEF_LCI/P:540).</p> <p>However, 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>
13	<p>Pg. No. 48</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 1</p>	<p>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:</p>	<p>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?</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>a. regional setting and linkages;</p> <p>b. emerging growth centres within and around the enclave;</p> <p>c. existing and proposed land use within the enclave and its suburbs (if any);</p> <p>d. future scale and direction of growth; and</p> <p>e. demographic, socio-economic and cultural profile.</p>	<p>Does NIUA/YPA/MPA 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?</p> <p>Kindly clarify.</p>	<p>This information will be collected as part of the baseline.</p>
14	<p>Pg. No. 49</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 3</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. This database will be utilized 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>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>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>
15	<p>Pg. No. 49</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 4</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>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</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.</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>identified in the OD Matrix survey or identified in previous studies.</p>	<p>Subject to approval of the competent authority, the scope of the OD surveys can be finalized.</p>
16	<p>Pg. No. 49</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 5</p>	<p>Analyse the existing urban transport systems and networks by carrying out the following primary surveys:</p>	<p>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.</p>	<p>This clause remains the same as presented in the published RFP.</p>
17	<p>Pg. No. 49</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 5. a, e, f, i</p>	<p>Use of video camera for the following surveys:</p> <p>i. Classified Volume Count (CVC) Survey</p> <p>ii. Pedestrian Count</p> <p>iii. Parking surveys</p> <p>iv. Junction Turning Volume Counts</p>	<p>Our experience suggests that manual counting techniques have proven to be more effective especially for conducting Parking surveys compared to video-based 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.</p> <p>Therefore, we request the flexibility to utilize manual counting methods for Parking surveys.</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>While volume count surveys are typically done using cameras, parking surveys are generally done manually because of the widespread area of the parking area (off-street or on-street) and for capturing the number plates of all the vehicles within the parking area.</p> <p>Video Camera may not be able to capture the number plate of all the vehicles parked over a widespread parking area and hence the recommended method "Number Plate Survey" for parking will be difficult to conduct in this case.</p> <p>Hence, it is requested to allow manual surveys for Parking Survey.</p>	
18	<p>Pg. No. 50</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 5.g</p>	<p>Boarding and Alighting Survey at Public Transport (PT) terminals:</p> <p>This survey should be conducted at PT terminals during the peak hours to cover all routes of the PT network.</p> <p>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 type of surveys will be conducted on bus routes, and not at PT Terminals.</p> <p>Passenger OD surveys are normally carried out at PT terminals to understand the movement patterns.</p> <p>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>iii) Clarification on "other shared modes."</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>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>	
19	<p>Pg. No. 50</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 5.h</p>	<p>NMT Opinion Survey:</p> <p>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>
			<p>A household survey is typically 2-5% of the total households of a city.</p> <p>This sample size for NMT Opinion is very high (2-5% of whole population size), even more than the household survey.</p> <p>It is recommended that 2-5% of the pedestrian counts at the critical junctions and mid-block locations may be taken.</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>
20	<p>Pg. No. 50</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work</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</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.</p>	<p>Refer to Draft Comprehensive Development Plans of the enclaves, or any other Government sources/ websites/ documents for projected population estimates.</p>

	Clause: 5.i	residential use typologies therein.	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.	
			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	Refer to Draft Comprehensive Development Plans of the enclaves, or any other Government sources/ websites/ documents for projected population estimates.
21	Pg. No. 50 Section V – Terms of Reference II. Scope of Work Clause: 7	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.	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.	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.
22	Pg. No. 51 Section V – Terms of Reference II. Scope of Work Clause: 12	Conduct a Travel Demand Analysis	Does NIUA / MPA / YPA have specific preference for the travel demand modelling software (e.g. VISUM, EMME, CUBE, etc.)? Kindly clarify.	No. The software to be used can be proposed to the competent authority as part of the Inception Report.

23	<p>Pg. No. 52</p> <p>Section V – Terms of Reference</p> <p>II. Scope of Work Clause: 19</p>	<p>Conduct at least four consultations to present the Draft CMP's recommendations.</p>	<p>We understand that the number of stakeholder consultations for each of the study area i.e. Mahe and Yanam shall be at least two at Draft CMP stage.</p> <p>Kindly confirm.</p>	<p>Refer to Corrigendum 1.</p> <p>Modified clause is as follows: Conduct at least four consultations each for Mahe and Yanam to present the Draft CMP's recommendations.</p>
24	<p>Page No. 53 and 54</p> <p>Section V – Terms of Reference</p> <p>III. Deliverables and Timelines</p>	<p>Presentations at each stage of Deliverables.</p>	<p>We request to kindly mention the expected number of presentations to be given to the authorities and the venue of the presentations since it has got implications in Financial Proposals.</p>	<p>This clause remains the same as presented in the published RFP.</p>
		<p>Deliverables and Timelines</p>	<p>Believe the consultant work simultaneously on the CMPs for both YPA and MPA.</p> <p>Kindly clarify.</p>	<p>Yes.</p>
		<p>20% of Contract amount for Draft Comprehensive Mobility Plan (CMP).</p>	<p>We understand that 20% of contract amount for Draft CMP will be released after the Presentation to Authorities and before the stakeholder consultations.</p> <p>Kindly confirm.</p>	<p>20% of Contract amount will be released after submission of Draft CMP and stakeholder consultations on Draft CMP are complete.</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>This clause remains the same as presented in the published RFP.</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:

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
4	Final Report on Urban Traffic and Transport Analysis	ED* +26 weeks	10% of the contract amount
5	Draft Report on Projected Sustainable Urban Transport Scenarios	ED* +30 weeks	10% of the contract amount
6	Final Report on Projected Sustainable Urban Transport Scenarios	ED* +32 weeks	10% of the contract amount
7	Draft Comprehensive Mobility Plan (CMP)	ED* +40 weeks	10% of the contract amount

			<table border="1"> <tr> <td>8</td> <td>Stakeholder consultation Draft CMP</td> <td>ED + 46 - 52 weeks*</td> <td>10% of the contract amount</td> </tr> <tr> <td>9</td> <td>Final Comprehensive Mobility Plan</td> <td>ED + 54 - 52 weeks*</td> <td>10% of the contract amount</td> </tr> </table>	8	Stakeholder consultation Draft CMP	ED + 46 - 52 weeks*	10% of the contract amount	9	Final Comprehensive Mobility Plan	ED + 54 - 52 weeks*	10% of the contract amount	
8	Stakeholder consultation Draft CMP	ED + 46 - 52 weeks*	10% of the contract amount									
9	Final Comprehensive Mobility Plan	ED + 54 - 52 weeks*	10% of the contract amount									
25	<p>Pg. No. 58</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 17.11</p>	<p>For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies</p>	<p>The Client is requested to amend the Clause as suggested below:</p> <p>"For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, <i>any act of God</i>, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies".</p>	<p>This clause remains the same as presented in the published RFP.</p>								
26	<p>Pg. No. 59</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 17.3.3</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>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>This clause remains the same as presented in the published RFP.</p>								

27	<p>Pg. No. 59</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 18.1</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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p>	<p>In case the payment of the consultant is suspended, 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:</p> <p>"In case of suspension of payment for the above reasons, the consultant shall also have an option to suspend the work with a due notice to the Client"</p>	<p>This clause remains the same as presented in the published RFP.</p>
28	<p>Pg. No. 60</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 19.1</p>	<p>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.</p> <p>In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):</p> <p>c. 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>We request to increase the notice period from 5 days' to 30 days', which is as per the industry standards.</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>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>

		d. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;	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.	This clause remains the same as presented in the published RFP.
		f. If the Consultant fails to confirm availability of Key Experts.	Considering that there 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."	This clause remains the same as presented in the published RFP.
29	Pg. No. 61 Section II – General Conditions of Contract Clause No. 19.2.1(a)	If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Sub-Clause GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;	The Client is requested to reduce the time period and amend the Clause as suggested below: If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Sub-Clause GCC 49.1 within <i>thirty (30) days</i> after receiving written notice from the Consultant that such payment is overdue;"	This clause remains the same as presented in the published RFP.
30	Pg. No. 63 Section II – General Conditions of Contract Clause No. 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 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. Kindly appreciate that our no conflict	This clause remains the same as presented in the published RFP.

			confirmations will be subject to the foregoing.	
31	<p>Pg. No. 64</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 23.1</p>	<p>Limitation of liability of the Consultant:</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 is no Clause regarding capping the limitation of liability of the Consultant, hence, Client is requested to include the Clause as suggested below:</p> <p>“The Consultant shall be liable to pay compensation to the Client only if it is established that the Consultant has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that the Consultant is liable to pay any compensation to Client, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage suffered by the Client due to the acts or omissions of the Consultant in performing its obligations, and, in any event, such amount shall not exceed more than 10% (Ten Percent) of the total fees actually paid to the Consultant in relation hereto. Client agree to waive all claims against the Consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.</p> <p>Notwithstanding anything to the contrary provided in the offer, the Consultant shall not be liable to the Client for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of</p>	<p>This clause remains the same as presented in the published RFP.</p>

			<p>business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.”</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:</p> <p>“Purchaser/ Client agrees that Consultants total liability for all claims connected with the services or this 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>This can be considered during the Contract finalization stage.</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 can be considered during the Contract finalization stage.</p>

			<p>The current liability clause indicates that the Consultant's liability will be determined under the applicable law. However, it does not explicitly limit liability to the Consultant's fees or a capped amount.</p> <p>To ensure clarity and avoid disproportionate exposure, we kindly request confirmation that the Consultant's liability will be capped at the total professional fees agreed upon in the contract. Additionally, we suggest explicitly incorporating this limitation into the Special Conditions of Contract (SCC) to establish a clear and mutual understanding.</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>This can be considered during the Contract finalization stage.</p>

32	<p>Pg. No. 64</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 24.1</p>	<p>Insurance to be taken out by the Consultant: 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 may be) 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</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>
33	<p>Pg. No. 70</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 45.1(b)</p>	<p>Advance payment shall be made within the time specified in the SCC after the Effective Date. The advance payment shall be made against the submission of a bank guarantee acceptable to the Client. The advance payments will be set off in instalments as specified in the SCC until fully set off.</p>	<p>To ensure alignment with our standard practices and financial structuring, we propose renaming the "advance payment" as a "retainer fee." This adjustment would provide clarity on the nature of the upfront payment and align terminology with industry standards. Additionally, we request that the conditions for set-off and recovery be clearly outlined in the SCC for mutual understanding.</p>	<p>This clause remains the same as presented in the published RFP.</p>
		<p>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.</p>	<p>The Client is requested to reduce the time period and amend the Clause as suggested below:</p> <p>"The Client shall pay the Consultant's invoices within <i>thirty (30) days</i> from the receipt by the Client of such itemized</p>	<p>This clause remains the same as presented in the published RFP.</p>

			invoices and of the supporting documents.”	
34	<p>Pg. No. 73</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 50.1 Performance Security</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 Client 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>	<p>Could you kindly confirm if Performance Bank Guarantee is required to be submitted along with the Technical Proposal (TECH-10)?</p>	<p>No.</p>
35	<p>Pg. No. 73</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 50.3 Performance Security</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>
36	<p>Pg. No. 73</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 50.4 Performance Security</p>	<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.</p>	<p>We request to amend the provision and avail only one remedy instead of going for imposing multiple legal actions on the consultant.</p>	<p>This clause remains the same as presented in the published RFP.</p>

	<p>Pg. No. 74</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 50.6 Performance Security</p>	<p>The Client shall be entitled, and it shall be lawful on his part,</p> <p>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.</p>	<p>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.</p>	<p>This clause remains the same as presented in the published RFP.</p>
37	<p>Pg. No. 74</p> <p>Section II – General Conditions of Contract</p> <p>Clause No. 50.7 Performance Security</p>	<p>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.</p>	<p>We understand that this is not applicable in this project as the scope of work does not have Defect Liability Period.</p> <p>Please confirm.</p>	<p>Defect Liability Security is not applicable.</p>
38	<p>Pg. No. 77</p> <p>Section III – Special Conditions of Contract</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>a) Professional liability insurance; b) Third Party liability insurance; c) Client's liability and workers'</p>	<p>We request you to kindly specify the required coverage amounts for Professional Indemnity (PI) policy and Third-Party Liability insurance to enable compliance.</p>	<p>This shall be as per the relevant provisions of the Applicable Law in the Client's country.</p>

	<p>Clause No. 24.1 Insurance to be taken out by the Consultant</p>	<p>compensation insurance for the Consultant's Experts and Subconsultants in accordance with the relevant provisions of the Applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</p>	<p>Since no PII and TPL limit has been provided, we will maintain it as below: a) Professional liability insurance- up to the contract value. b) Third Party liability insurance-up to 50% of the contract value. Please confirm.</p>	
39	<p>Pg. No. 78</p> <p>Section III – Special Conditions of Contract</p> <p>Clause No. 30.3 Replacement of Key Experts</p>	<p>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:</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. 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>Since this is a deliverable based contract with no full-time deployment required at the Client location and further this being a 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>We understand that the Preparation of 'CMP for Karaikal Region' and 'CMP for Yanam and Mahe Region' are two different and deliverable based assignments.</p> <p>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> <p>Modification in SCC is as follows:</p> <p>Clause No 30.3- Not applicable.</p>

			<p>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.</p> <p>Also, it is requested to allow at least 3 replacements for reasons other than those stated above without penalty.</p>	
40	<p>Pg. No. 78</p> <p>Section III – Special Conditions of Contract</p> <p>Clause No. 45.1(a) Mode of billing and payment - Advance payment</p>	<p>Release of payment will be made upon satisfaction of NIUA regarding the successful completion of all tasks and completeness of the deliverables submitted for each milestone.</p> <p>No advance payment will be made</p>	<p>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.</p>	<p>This clause remains the same as presented in the published RFP.</p>
41	<p>Pg. No. 79</p> <p>Section III – Special Conditions of Contract</p> <p>Clause No. 46.1 Interest on delayed payments</p>	<p>Not Applicable.</p>	<p>We suggest an annual interest rate of 6% per annum on delayed payments beyond 30 days, calculated from the due date until the date of payment.</p>	<p>This clause remains the same as presented in the published RFP.</p>
42	<p>Pg. No. 79</p> <p>Section III – Special Conditions of Contract</p> <p>Clause No. 46.2</p>	<p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price</p>	<p>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:</p> <p>“The maximum amount of liquidated damages or the whole of the Works is</p>	<p>This clause remains the same as presented in the published RFP.</p>

	Damages		capped at 5% of the final Contract Price”	
			Kindly confirm if the cap on Damages is 5% or 10%.	
43	General Query	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.