

National Capital Region Planning Board
1st Floor, Core-IV-B, India Habitat Centre,
Lodhi Road, New Delhi-110003.

File No: Y-13/77/2022 (C. No: 9132923)

Dated: 28.06.2022

(FOR NCRPB WEBSITE)

**Sub: Pre-Bid Clarifications and Minutes of the Pre Bid Meeting held on
24.06.2022 at India Habitat Centre, New Delhi.**


Sir / Madam,

A pre-bid meeting was held on 24.06.2022 at Maple Hall, India Habitat Centre, Lodhi Road, New Delhi with representatives of the prospective bidders in connection with NCRPB's Tender for undertaking works relating to **Preparation of Functional Plan(s)** as per Regional Plan-2041 proposals for NCR.

2. Please find enclosed herein the pre-bid clarifications and Minutes of the pre-bid meeting dated 24.06.2022, for information and necessary action.

This issues with the approval of the Member Secretary, NCRPB.

Encl.: As above.


(Jagdish Parwani)
Director (A&F)

To

All concerned.

Minutes of the Pre Bid Meeting on 'Preparation of Functional Plan(s) as per Regional Plan-2041 proposals for National Capital Region Area', held on 24.06.2022 at Maple Hall, India Habitat Centre, Lodhi Road, New Delhi

1. A pre-bid meeting was held with representatives of the prospective bidders in connection with NCRPB's Tender for undertaking works relating to Preparation of Functional Plan(s) as per Regional Plan-2041 proposals for National Capital Region Area, held on 24.06.2022 at Maple Hall, India Habitat Centre, Lodhi Road, New Delhi.

List of Participants is as enclosed at **Annexure I**.

2. NCRPB officials welcomed the representatives of the firms/bidding entities to the Pre bid meeting and initiated the meeting. After a brief round of introduction, the representatives were requested to put forth the queries.

3. While the queries of the Participants were addressed appropriately during the meeting, it was requested that they may also forward their queries along with suggestions if any, to NCRPB, so that appropriate replies can be uploaded on NCRPB website for benefit of all prospective bidders. Emails were received from M/s IPE Global dated 23.06.2022, M/s Egis India Consulting Engineers Pvt. Ltd., (subsidiary of Egis Group France) dated 23.06.2022 and M/s ECORYS India Pvt. Ltd. dated 24.06.2022 and have been annexed along with NCRPB reply/remark, as enclosure to the minute of the pre bid meeting. (**Annexure II**)

4. The Key query points raised during the discussions and NCRPB reply/clarification on same is as summarized below:

i) Payments due to Force Majeure:

It was briefed to the bidders that during the period of their inability to perform the services as a result of an event of Force Majeure, no additional payment will be given, however a time extension in the project/ assignment may be considered by NCRPB, as per the provisions of the Tender Document.

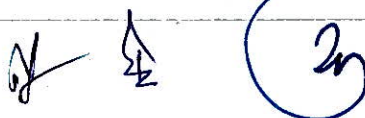
ii) Quarterly payment for handholding period of one year:

It was briefed to the bidders that 10% payment will be payable as final payment after the period of one year from the approval of Final Report as per Section 3.2 Deliverables and Time/Payment Schedule of RFQ-cum-RFP Document.

iii) Need for Specific Insurance or Umbrella Insurance:

It was briefed to the bidders that as per Section 3.1 (xxii) of RFQ-cum-RFP Document the successful entity will also be required to take out an insurance within 15 days of LOA acceptance or before contract signing. This shall be in form of a Professional Liability Insurance, with a minimum coverage equal to total contract value for this consultancy and valid for 14 months after final approval of Report by Client. This shall be ensured in any case before release of first payment.

Bidders further asked that can adding this scheme/service in the group of schemes/services being insured as an Umbrella Insurance by the company be acceptable. To this it was briefed to the bidders that they may write to NCRPB and we will reply accordingly.



iv) Cumulative Penalty for delay and deficiency:

It was briefed to the bidders that the Penalty Clauses under the RFQ-cum-RFP Document are as under:

- 3.4 (iii) In case of delay in submission of the above mentioned deliverables as per given schedule, a penalty of 0.5% per week of delay subject to maximum of 10% of the payment due in this regard shall be levied.
- 3.4 (iv) If the report submitted by the successful bidding entity is found deficient in the requisite quality, the approving authority of NCRPB can accept the report while considering other factors with a penalty of up to 10% of the payment due in this regard to the successful bidding entity. This shall be independent to penalty referred to in point 3.4 (iii) above.

v) Proof for Profit Making:

A bidder asked that since they are a non-profit organization they are not able to provide any proof for profit. To this it was briefed that the bidder may submit proof for Income over Expenditure in this regard.

vi) Scope of work related

- Qualifications shall remain as have been mentioned in the tender
- W.r.t qualifications of experts/team, In case 'post graduate' is not mentioned, 'degree' means 'Graduate degree' only
- Same team member may not be part of multiple team being bided for.
- International experts are welcome, but no separate weightage.
- No designated office space shall be provided by Client to successful bidders.

vii) Other Specific queries with requisite clarification/modification, are as mentioned in table below

S.no.	RFP Page No.	Contract page No.	Query	Clarification	Modification
1.	12	-	Under 'Schedule' at S.no. 4 on page 12, 14 weeks for URHSF should be 18 weeks, so that cumulative time comes to 54 weeks	Error regarding time frame for URHSF functional plan at page 12	May be read as 18 weeks instead of 14 weeks. Under 'Schedule' at S.no. 4 on page 12, '14 weeks for URHSF' may be read as '18 weeks for URHSF'.
2.	20, Para 3.14.3 S.no. (iii)	-	Projects from last 5 years may be replaced by projects from last 10 years	Need recent work status, so not agreed	05 years may be read as 10 years. In para 3.14.3 at S.no. (iii) (1) – 'last five consecutive financial years' may be read as 'last ten consecutive financial years'.
3.	4.1 b (6)	-	NCRPB to get the relevant permissions for drone, etc.	Mapping including Drone survey has to be carried out by the successful bidder. All requisite clearances	---

S.no.	RFP Page No.	Contract page No.	Query	Clarification	Modification
				<p>shall be taken by the successful bidding entity within stipulated timelines. The successful bidding entity has to pursue for the same with the concerned departments.</p> <p>Clause 3.15.6 already clarify that <i>"The Client will provide the necessary introductory letter to get information from other concerned agencies / departments, wherever applicable."</i></p>	

5. It was reiterated that NCRPB website may be regularly referred for all related updates. The clarifications and modifications indicated above herein shall be considered as amendment/corrigendum to the Tender Document.

The meeting ended with vote of thanks to all participants.

Annexure-I

List of the participants of Pre-bid meeting for preparation of Functional Plan as per Regional Plan-2041 proposals for National Capital Region Areas held at 3.00 pm on 24th June, 2022 at Maple Hall, India Habitat Centre, Lodhi Road, New Delhi-110003.

Participant

1.	Shri SK Salim Altaf, Associate Director, ECORYS India
2.	Shri Digamber Singh Bisht, AGM, ECORYS India
3.	Shri Satish Sehta, Sr. GM, TRACTEBEZ
4.	Shri G. V. Cuta Lapathi Rao, IASC-SSC , (Under Skill India Mission)
5.	Ms. Umang H Raina, Ass. Director IPE Global Ltd.
6.	Shri Aman Singh Rajput, Senior Analyst, IPE Global Ltd.
7.	Ms. Himani Bansal, Asst. Urban Planner, IPE Global Ltd.
8.	Ms. Shubhi, Senior Analyst, IPE Global Ltd.
9.	Ms. Ritika Raj, Urban Planner, LASA
10.	Shri J. Krishna, General Manger, Egis India Consulting Engineers Pvt. Ltd.
11.	Shri Anubav Jangra, Urban Planner, Egis India Consulting Engineers Pvt. Ltd.
12.	Shri Prashant Bansal, Director- Govt. & Public Sector Advisory, Nangia Andersen LLP
NCRPB	
13.	Shri Abhijeet Samanta, Deputy Director (Tech.)
14.	Shri Ajitabh Saxena, FAO
15.	Shri Naresh Kumar, Assistant Director (Tech.)
16.	Shri Rajesh Kapoor, Consultant (Admn.)/ In-charge DD (A)

Annexure II

A. IPE Global email dated 23.06.2022

Section 1: Pre-Bid Queries

Sr. No	RFQ-cum-RFP Document Reference (s) (Section Number page)	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarification
1	Under Notice Inviting Tender Page number 3	Hardcopy of the RFQ-cum-RFP document may also be obtained from the office of NCRPB, Core 4-B, First Floor, India Habitat Centre, Lodhi Road, New Delhi-110003. Last date of submission of completed bid is 12th July 2022	Currently the submission of bid is on 12.07.2022 (17:00 hrs), we request the authority to extend the submission deadline by one week	Last date for Submission of Bid shall now be 15.07.2022 by 5:00 PM.
2	Under Notice Inviting Tender. Point number 4 -Page number 5	Earned Money Deposit: Rs. 1,00,000/- (Rs. One lakh) for Functional Plans for Dairy, Tourism and Heritage, Health, Education and Skill Development, and Smart & Digital Sector and Rs. 2, 00,000/- (Rs. Two lakh) with regard to Functional Plan for Urban Regeneration, Housing and Slum Free NCR.	Does the agency need to give separate EMD for each functional plan or one EMD is sufficient for all? Please clarify?	The bidder need to give separate EMD for each Functional Plan.
3	Under Notice Inviting Tender. Point number 7 -Page number 5	The interested Bidding Entities may submit their bids in three separate sealed envelopes, namely, Qualification documents (Proof of Profit Making & EMD), Technical Bid and Financial Bids in the prescribed format along with all requisite documents to the officer below latest by 12.07.2022 (1700 hrs.).	We request the authority to kindly allow the submission online/Email. If no, please confirm how many hard copies are required for submission?	One (01) hard copy per Functional Plan bid is required for submission.
4	Section 2.1, Page number 7	Letter of Award (LoA) for work will be limited to maximum two Functional Plans for a single bidding entity, as per the priorities indicted in the submissions by the applicant/ bidding entity. Bidders, who have been considered for two Functional Plan proposals will not be considered for final selection for rest of the Functional Plan works, even if their bid is L1, as per criteria	1. Has single bidding entity can apply for all the functional plans. Please clarify?	1. Yes, but needs to mention the priority in each bid. Clause 3.1 vi) may be referred in this regard, which mentions that: "In case, a bidding entity is applying for more than one Functional Plan preparation

Sr. No	RFQ-cum-RFP Document Reference (s) (Section Number page)	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarification
				<p><i>Assignment, a clear mention of its priority amongst the proposals be mentioned as one bidding entity shall not be awarded more than two works (FPs)."</i></p> <p>2. If not, whether same bidding entity can be part of JV/consortium led by another entity?</p> <p>3. One bidding entity has been awarded two functional areas. Whether the same bidding entity can be part of JV/Consortium led by another entity to receive the letter of award.</p>
5	Section 3 3.1- Introduction Point – xxi Page number- 11	Performance guarantee @ 10 % of contract value valid for period of 18 months beyond the approval of final report shall be submitted by successful bidding entity within 15 days of LOA acceptance or before contract signing, whichever is earlier. In any case, performance guarantee has to be duly submitted before release of first stage of payment. The EMD of successful entity will thereafter be released by the client.	Suggest to limit the validity of performance guarantee to up to the approval of final report/ functional plan/contract period.	Please read "Performance guarantee @ 10 % of contract value valid for period of 18 months..." as "Performance guarantee @ 3 % of contract value valid for period of 14 months..."
6	Section 3 3.1- Introduction	The successful entity will also be required to take out an insurance within 15 days of LOA acceptance or before contract signing. This shall be in form of a	We request the authority to keep the validity period of professional liability	Please read "...and valid for 24 months..." as "...and valid for 14 months..."

Sr. No	RFQ-cum-RFP Document Reference (s) (Section Number page)	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarification										
	Point – xxii Page number-11	Professional Liability Insurance, with a minimum coverage equal to total contract value for this consultancy and valid for 24 months after final approval of Report by Client. This shall be ensured in any case before release of first payment	insurance be limited to the contract period only											
7	Section 3 3.2- Deliverables and Part Time/Payment Schedule Point -3 &4 Page number 12	<table border="1"> <tr> <td data-bbox="501 490 637 722">Final report</td> <td data-bbox="637 490 750 722">30+copy</td> <td data-bbox="750 490 882 722">11 Weeks 14 weeks of URHSF</td> <td data-bbox="882 490 1013 722">38 Weeks 54 weeks of URHSF</td> <td data-bbox="1013 490 1147 722">25% will be payable on submission of Final Report</td> </tr> <tr> <td data-bbox="501 722 637 1020">Approval of Final report/Functional Plans</td> <td data-bbox="637 722 750 1020">30+copy</td> <td data-bbox="750 722 882 1020">Subject to approval</td> <td data-bbox="882 722 1013 1020">Subject to approval</td> <td data-bbox="1013 722 1147 1020">20% will be payable as Payment on approval of Functional Plan</td> </tr> </table>	Final report	30+copy	11 Weeks 14 weeks of URHSF	38 Weeks 54 weeks of URHSF	25% will be payable on submission of Final Report	Approval of Final report/Functional Plans	30+copy	Subject to approval	Subject to approval	20% will be payable as Payment on approval of Functional Plan	<p>1. Does the authority can club both the deliverables together, as there is not much difference in final report and approval of final report/functional plans?</p> <p>2. Whether the authority can give clarity on the standard duration for the approval of final report?</p>	<p>1. No modification required. Deliverables cannot be clubbed.</p> <p>2. Duration of approval of final report is a relative factor based on submission and cannot be ascertained in advance. The approval of Functional Plan involves meeting of the Statutory Planning Committee and views of concerned NCR participating States etc., which is time taking, variable and cannot be ascertained in advance.</p>
Final report	30+copy	11 Weeks 14 weeks of URHSF	38 Weeks 54 weeks of URHSF	25% will be payable on submission of Final Report										
Approval of Final report/Functional Plans	30+copy	Subject to approval	Subject to approval	20% will be payable as Payment on approval of Functional Plan										
8	1. Section 3 3.2- Deliverables and Part Time/Payment Schedule	<p>1. For Functional Plan for Urban Regeneration, Housing and Slum Free (URHSF) NCR the cumulative time period shall be 54 weeks.</p> <p>2. The Contract period shall be One year from the date of the approval of the final report unless extended by the parties mutually.</p>	The cumulative time period is 54 weeks for the deliverables. However, the clause 3.15 mentions that the contract period shall be one year from the date of	One year from the date of the approval of the final report, is over and above the 54 week time period for the Functional Plan for Urban Regeneration, Housing and Slum										

Sr. No	RFQ-cum-RFP Document Reference (s) (Section Number page)	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarification
	Page number 12 2. Section 3.15- Award of Contract Page number- 22		the approval of the final report. Please clarify the duration of Assignment?	Free (URHSF) NCR for handholding support.

B. M/s Egis India Consulting Engineers Pvt. Ltd., (subsidiary of Egis Group France) email dated 23.06.2022

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
1.	NOTICE INVITING TENDER; Point No 4; Page No 5	4. Earned Money Deposit : Rs. 1,00,000/- (Rs. One lakh) for Functional Plans for Dairy, Tourism and Heritage, Health, Education and Skill Development, and Smart & Digital Sector and Rs. 2,00,000/- (Rs. Two lakh) with regard to Functional Plan for Urban Regeneration, Housing and Slum Free NCR.	Considering the latest Procurement Guidelines of the Government of India, we request the client to consider Bid Security Declaration Form against Earnest Money Deposit.	No change is required as OM dated 12.11.2020 of Ministry of Finance regarding Bid Security/Earnest Money Deposit was applicable upto 31.12.2021 only and no further extension to this effect has been issued.
2.	NOTICE INVITING TENDER; Point No 6 (iii); Page No 5	6. The prospective Bidding Entities are required to submit the following documents along with the bid:- Supporting Documents: (ii) Agreement of Consortium, as applicable	Please indicate the maximum number of consulting firms that can jointly participate in the form of JV/consortium for preparation of the Functional Plans.	Maximum two (02) consulting firms can jointly participate in the form of JV/consortium.
3.	NOTICE INVITING TENDER; Point	6. The prospective Bidding Entities are required to submit the following documents along with the bid:- Supporting Documents: (ii) Agreement of Consortium, as applicable	We understand that an unincorporated Joint Venture (JV)/ Consortium of more than one Consultant where Lead	Yes. JV/Consortium of maximum two (02) consulting firms is allowed.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
	No 6 (iii); Page No 5		member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where all the members of the JV are jointly and severally liable to the Client for the performance of the Contract is eligible to submit the bid. Requesting the client to please confirm.	
4.	Section-3, Clause 3.1 (xxi); Page No 11	(xxi) Performance guarantee @ 10 % of contract value valid for period of 18 months beyond the approval of final report shall be submitted by successful bidding entity within 15 days of LoA acceptance or before contract signing, whichever is earlier. In any case, performance guarantee has to be duly submitted before release of first stage of payment. The EMD of successful entity will thereafter be released by the client.	Considering the latest circular of Ministry of Finance, Govt. of India, the Performance security amount has been reduced to 3% (three percent) of the contract value. Thus, we request the client to reduce the performance security to max. 3% of contract value.	Please read <i>“Performance guarantee @ 10 % of contract value valid for period of 18 months...”</i> as <i>“Performance guarantee @ 3 % of contract value valid for period of 14 months...”</i>
5.	Section-3, Clause 3.1 (xxi); Page No 11	(xxi) Performance guarantee @ 10 % of contract value valid for period of 18 months beyond the approval of final report shall be submitted by successful bidding entity within 15 days of LoA acceptance or before contract signing, whichever is earlier. In any case, performance guarantee has to be duly submitted before release of first stage of payment. The EMD of successful entity will thereafter be released by the client.	Requesting the client to limit the period of validity of the performance guarantee to maximum of 12 months after the approval of the final report.	Please read <i>“Performance guarantee @ 10 % of contract value valid for period of 18 months...”</i> as <i>“Performance guarantee @ 3 % of contract value valid for period of 14 months...”</i>

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S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
6.	Section-3, Clause 3.1 (xxii); Page No 11	(xxii) The successful entity will also be required to take out an insurance within 15 days of LOA acceptance or before contract signing. This shall be in form of a Professional Liability Insurance, with a minimum coverage equal to total contract value for this consultancy and valid for 24 months after final approval of Report by Client. This shall be ensured in any case before release of first payment.	We understand that the Professional Liability Insurance can be procured/ maintained under existing umbrella policies of the consultant, if already in place. Requesting the client to please confirm.	Request not accepted. However, <u>Please read</u> "...and valid for 24 months..." as "...and valid for 14 months..."
7.	Section-3, Clause 3.2; Page No 11	3.2 Deliverables and Time/ Payment Schedule	We request the Client to include an additional Clause for payment of nominal interest of 6% on stage fee to the Consultant for any delays beyond 60 days period from the date of raising invoice.	Request not accepted.
8.	Section-3, Clause 3.2 (i); Page No 12	i) No advance payment for any purpose will be made to the successful bidding entity.	Considering the field intensive nature of the assignment, we request the client to consider the payment of a nominal Mobilisation Advance of 10% of the assignment fee to the consultants at the start of the assignment to maintain cash flows.	Request not accepted.
9.	Section-3, Clause 3.2 (iii); Page No 12 & Section 9; Clause No 6.4; Page No 13	iii) The payment will become due on approval of the stage report and on raising of bills/invoice by the successful bidding entity after the approval of the stage report. The processing time of the payment will be 90 days for final payment and 45 days for all other payments. & 6.4 Terms and Conditions of Payment	As per industry best practices for similar assignments, we request the client to consider the payment of 80% of the fee due for a deliverable within 30 days of the submission of the report and the remaining 20%	Requests not accepted.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
		<p>Payments shall be made according to the Appendix F of the contract. Payment shall be made within 45 days of receipt of the bill and the relevant documents and after approval of the relevant report by the Review Committee within 90 days in the case of the final payment.</p>	<p>within 30 days from the date of final approval. Also, the processing time of the payment should be considered 45 days for final payment and 30 days for all other payments Requesting the client to please consider and confirm.</p>	
10.	<p>Section-3, Clause 3.2 (viii); Page No 12 & Section-3, Clause 3.4 (iii); Page No 14 & Section 9, Clause 2.6.4; Page No 9 & Section 9, Clause 6.5; Page No 13</p>	<p>3.2 (viii) Success fee for completion within stipulated time - 02% over and above the fee if completed to the acceptance of NCRPB, in 35 weeks instead of 38 weeks for Dairy, Tourism and Heritage, Health, Education and Skill Development, and Smart & Digital Sector Functional Plans. With regard to Functional Plan for Urban Regeneration, Housing and Slum Free NCR, 02% over and above the fee if completed to the acceptance of NCRPB, in 50 weeks instead of 54 weeks.</p> <p>&</p> <p>3.4 (iii) In case of delay in submission of the above mentioned deliverables as per given schedule, a penalty of 0.5% per week of delay subject to maximum of 10% of the payment due in this regard shall be levied.</p> <p>&</p> <p>2.6.4 Failure and Termination In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below: <i>"To recover from the Consultant as agreed liquidated damages including administration expenses and not by way of penalty, a sum equivalent to 0.5% (half percent) of total</i></p>	<p>1) We understand that the time required for receiving feedback/ comments from NCRPB for already submitted reports and the time required by NCRPB for providing final approvals will not be considered against the time period of assignment execution taken the consultants. Thus, the consultants will not be liable for imposition of penalty for delay in submission of subsequent deliverables. Also, we understand that similarly time taken for approvals from the client will not be considered for</p>	1. No Change. Request not accepted.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
		<p><i>contractual agreement, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price".</i></p> <p style="text-align: center;">&</p> <p>In case of delay in execution of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:</p> <p><i>"The Client shall recover from the Consultants as agreed liquidated damages including administrative expenses a sum equivalent to 0.5% (Half percent) of total contractual value, which the consultant has failed to the period fixed for submission of reports each week or part thereof during which the submission is in arrears subject to an overall ceiling of 10% of the total contract price."</i></p>	<p>computation of additional fee of 2% payable to the consultants for the early delivery of the assignment.</p> <p>2) We request the client to consider removing liquidated damages clause for delays in assignment execution due to administrative reasons since project deliverables are dependent on timely approval/ feedback from the client on stage deliverables/ previously submitted deliverables.</p>	<p>2. Request not accepted.</p>
11.	Section-3, Clause 3.3; Page No 13	<p>3.3 Support by Successful Bidding Entity after approval of Functional Plan(s)</p> <p>After approval of respective Functional Plan(s), the successful bidding entity will provide support and handholding for one year from the date of approval of respective Functional Plan(s) for taking the plans further for on boarding the states and facilitating them for implementation of the Functional Plans which could be through Roadshows, workshops, discussions and making presentations to various agencies/ departments, MoHUA, NCR participating States, etc., as and when required by the Client. The successful bidder can reduce its full time experts</p>	<p>We understand that incidental costs encountered by the consultants during the handholding period including per day honorarium of the consultants, out-station travel costs and per diem allowance will be borne by the client.</p> <p>Requesting the client to please confirm.</p>	<p>Such costs can be in-built in consultancy fees under the financial bid.</p>

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
		as per its comfort level in this period, subject to maintain quality of services to the client.		
12.	Section-3, Clause 3.3; Page No 13	<p>3.3 Support by Successful Bidding Entity after approval of Functional Plan(s) After approval of respective Functional Plan(s), the successful bidding entity will provide support and handholding for one year from the date of approval of respective Functional Plan(s) for taking the plans further for on boarding the states and facilitating them for implementation of the Functional Plans which could be through Roadshows, workshops, discussions and making presentations to various agencies/ departments, MoHUA, NCR participating States, etc., as and when required by the Client. The successful bidder can reduce its full time experts as per its comfort level in this period, subject to maintain quality of services to the client.</p>	<p>We understand that the liability of the consultant is limited to providing technical inputs to the client, and the actual costs for conducting roadshows/ workshops/ discussions etc. will be directly borne by the client.</p> <p>Requesting the client to please confirm.</p>	<p>At least <u>2 workshops per Functional Plan</u> with minimum 50 participants from NCR participating states, concerned Central Ministries/ Departments and implementing agencies, to be conducted by the successful Bidder.</p> <p>All costs to be borne by bidder. This can be part of consultancy fee under the financial bid</p>
13.	Section-3, Clause 3.4 (iv); Page No 13 & Section-9, Clause 6.6; Page No 13	<p>(iv) If the report submitted by the successful bidding entity is found deficient in the requisite quality, the approving authority of NCRPB can accept the report while considering other factors with a penalty of up to 10% of the payment due in this regard to the successful bidding entity. This shall be independent to penalty referred to in point 3.4 (iii) above.</p> <p style="text-align: center;">&</p> <p>6.6 If the report submitted by the Consultant is found deficient in the requisite quality, the approving authority of NCRPB can accept the report, while considering other factors, with a penalty of up to 10% of the payment due in this regard to Consultant. This shall be independent of penalty referred to in point 6.5 above.</p>	<p>We understand that the client can highlight any concerns of the quality of the submitted deliverables to the project consultants and suitably issue a comprehensive list of remarks/ comments for further improvement to the consultants. It will be the responsibility of the consultants to submit the revised stage report with indexed Action Report (ATR) on comments received from the Client.</p>	Request not accepted.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			Thus, in good faith we request the client to consider removing this clause.	
14.	Section-3, Clause 3.10. Submission, Receipt and Opening of Proposals, Page No. 17	<p>3.10.3 Bid Offer can be submitted from the date of publication of NIT: d) After submission of the bid, the interested bidding entity can re-submit revised bid any number of times but before last time and date of submission of bid as notified.</p> <p>& 3.12 Mode of Submission The Qualification details, Technical Proposal and Financial Proposal shall be submitted separately in print form, along with pdf version of Qualification details, and Technical Proposal in CD/DVD</p>	We understand that hard copy (printed) of Proposal need to be submitted thus in case of re-submission, original copy of proposal would be returned by the Client upon re-submission. Please confirm.	Yes, in case of re-submission, original copy of proposal will be returned.
15.	Section-3, Clause 3.14.1 (i); Page No 18	(i) Technical and Financial Bids shall be considered for evaluation for only those bidding entities which are profit making in at least 03 years of last five consecutive financial years. Bidding entities should submit appropriate proof in this regard (Board approved Profit and Loss Account Statement duly signed by CMD/ MD/CA/ Authorized signatory), failing which the proposal/bid will be rejected without opening Technical and Financial bids.	We understand that copy of Audited Profit & Loss Statement of past three (03) financial years needs to be submitted by the Bidding entity/ lead member in case of consortium. Considering the COVID-19 related precaution, Client would accept digitally (scanned) signed proof of Profit and Loss Account Statement signed by Chartered Accountant /CMD/ MD or Authorised Signatory of the bidder, please confirm	Request not accepted.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP				Points of clarification	NCRPB Reply/Clarification																							
16.	Section-3, Clause 3.14.3 (iii) Sl.No.1 ; Page No 20	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Qualifying Criteria</th> <th>Documentary Proof</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Average Audited Turnover of the Bidding Entity / Consortium Lead of at-least 03 of last five consecutive financial years should be minimum Rs. 10 lakh per year.</td> <td>Board approved audited account statement duly signed by CMD/ MD/CA/ Authorized signatory</td> <td>10</td> </tr> </tbody> </table>	Sl. No.	Qualifying Criteria	Documentary Proof	Maximum Marks	1	Average Audited Turnover of the Bidding Entity / Consortium Lead of at-least 03 of last five consecutive financial years should be minimum Rs. 10 lakh per year.	Board approved audited account statement duly signed by CMD/ MD/CA/ Authorized signatory	10			Requesting the client to please confirm if 10 marks will be allocated to all bidders satisfying the minimum criteria OR Provide detailed evaluation scheme for allotting 10 marks on a pro-rata basis against average audited turnover.	Yes, 10 marks will be allocated to all bidders satisfying the minimum criteria.																
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Sl. No.	Qualifying Criteria	Documentary Proof	Maximum Marks																											
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19.	Section-3, Clause 3.14.3, Notes (ii); Page No 20	(ii) If Consultancy Assignments in similar sectors is done or if any Plan prepared in such sector for a State or geographical area comparable to NCR, preference or higher weightage (as bonus marks mentioned above) will be given for such bidding entities.	As mentioned in Clause 3.14.3, Notes (ii); Additional marks are not mentioned in the RFP document as per evaluation scheme for Technical proposal under Clause 3.14.3 (iii). Thus, we request the client to provide a detailed breakup for bonus marks.	Section 2. (a2) and 2(a3) in table under Clause 3.14.3 (iii) are bonus marks for sector specific assignments/ studies and GIS usage, as also clarified above.
20.	Section-3, Clause 3.17.4; Page No 23	3.17.4 The successful bidder will have to provide a Performance Guarantee for 10% of the project value as per the following details:	Considering the latest circular of Ministry of Finance, Govt. of India, the Performance security amount has been reduced to 3% (three percent) of the contract value. Requesting the client to please consider.	<u>Please read</u> “Performance guarantee @ 10 % of contract value valid for period of 18 months...” as “Performance guarantee @ 3 % of contract value valid for period of 14 months...”
21.	Section-4, Clause 4.1.a); Page No 24	4.1 SCOPE OF WORK Assessment of the potential which should include primary and secondary data collection, study assessment; required workshops/brain storming; studies etc.;	We understand that the costs associated towards conducting workshops/ discussions etc. with the stakeholders including cost of venue, and travel/ boarding & lodging/ per diem changes etc. of the participants will be directly borne by the client. The role of the consultants is limited to providing technical inputs for discussions with the stakeholders.	All costs to be borne by the successful bidder. As clarified above, at least <u>2 workshops per Functional Plan</u> with minimum 50 participants from NCR participating states, concerned Central Ministries/ Departments and implementing agencies, to be conducted by successful Bidder.

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22.	Section-4, Clause 4.1.b (i); Page No 24	<p>(i) Primary data and Studies as will be necessary for detailing of respective functional plan.</p> <p>(ii) Secondary data collection and any necessary primary surveys/ investigations/ studies (in consultation with NCRPB) resulting in datasets/ baselines prepared with data disaggregated (as best feasible/ applicable), analyses, with reference to NCR Regional Plan 2041 along with cross sectoral reference of existing relevant documents /plans/maps/ findings/ gap assessments/ recommendations etc.;</p>	<p>Requesting the client to provide the total sample size for conducting door-to-door surveys, focused group discussions, drone survey or any other survey required to be conducted by the consultants as part of the scope of works for the assignment in order to maintain uniformity in the financial quotation and helping the consultants submit financially competitive bids.</p>	<p>Bidder to decide and propose the total sample size for conducting any surveys, focused group discussions, drone survey or any other survey required to be conducted by the consultants for the fulfilment of the scope of works in each case, as per its technical proposal for each assignments, as applicable.</p> <p>All costs including drone surveys to be borne by the successful bidder. This shall be part of detail methodology which will be duly evaluated during Technical presentation.</p>
23.	Section-4, Clause 4.1.b (v); Page No 24	<p>(v) undertaking of stakeholder consultations, when engaging with them conducting technical discourse/ awareness sessions towards capacity building including focus to identify and prepare downstream infrastructure investment projects, and to document the features of the functional plans prepared as a knowledge product to facilitate in knowledge dissemination. The successful bidding entity shall have to undertake necessary consensus building and stakeholder consultations on the devised proposals, projects, strategies etc., build stakeholder consensus after and with necessary stakeholder consultations, on its recommendations and proposals in the Functional Plan, for at least in areas of RP jurisdiction</p>	<p>Requesting the client to please specify the total number of capacity building workshops required to be conducted as part of the scope of works of this assignment.</p> <p>Further, we understand that the liability of the consultants is towards providing technical inputs for conducting the capacity building programmes/ stakeholder discussions/ consensus building sessions.</p> <p>The actual costs of the venue, boarding and lodging of the participants etc. for the capacity building programmes/</p>	<p>As clarified above, at least <u>2 workshops per Functional Plan</u> with minimum 50 participants from NCR participating states, concerned Central Ministries/ Departments and implementing agencies , to be conducted by successful Bidder</p> <p>Bidder to decide and propose accordingly in the concerned technical and financial proposal.</p> <p>As clarified above, All costs to be borne by the successful bidder.</p>

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			stakeholder discussions/ consensus building sessions will be directly borne by the client. Please confirm.	
24.	Section-4, Clause 4.1.b vi); Page No 24	(vi) Mapping as needed is to be carried out through Drone and all requisite clearances shall be taken by successful bidding entity and will be within these stipulated timelines.	Requesting the client to please consider 'Drone survey' as an additional item point, the costs for which can be separately reimbursed to the consultants, as per actuals or as per sampling strategy to be provided by the client.	Request not accepted. As clarified above, all costs including 'Drone Surveys' to be borne by the successful bidder. This shall form part of lump sum consultancy fee under the financial bid.
25.	Section-4, Clause 4.1.b (I) 1.1.b; Page No 26	The Functional Plan shall be considering following elements, but not limited to:	We understand that the liability of the consultants is limited to providing policy recommendations only. Preparation of detailed schemes and detailed area plans for the various sub-components is not envisaged as part of the scope of works of this assignment. Requesting the client to please clarify.	Functional Plans have to identify different areas/ locations for preparation of details schemes and detailed area plans. Further, for the guidance of the NCR participating States a sample scheme/ detailed area plan has to be prepared for each of the NCR sub-region.
26.	Section-4, Clause 4.1 (I) Sub-Plan: Urban Regeneration and Rejuvenation (iii); Page No 27	(iii) Mapping of 50 year old buildings in Urban areas and propose solutions/projects for the same	We understand that the preparation of plot level inventory/ plot level mapping is not a part of the scope of the consultants. We understand that region level/ block level/ ward level assessment through preliminary survey and	Functional Plans have to be detailed and all required details including mapping of 50 year old buildings in Urban areas has to be provided by the successful bidder, as part of the scope of the consultants.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			focused group discussions is required to be conducted by the consultants. Requesting the client to please confirm our understanding	Appropriate strategy/methodology has to be proposed by the Bidder to address the requirement of Client.
27.	Section-4, Clause 4.1 (I) Sub-Plan: Urban Regeneration and Rejuvenation (iv); Page No 27	(iv) Provide different quality of regeneration for different kinds of areas e.g. Heritage areas need height restrictions and maintaining of the foot print; Security and VIP areas need different treatment; Old areas, TOD areas, CBDs etc.	We understand that 2-3 conceptual options for different quality of regeneration needs to be prepared as part of the scope of works of the assignment for the guidance purpose of the states. We understand that the preparation of detailed design scheme is not within the scope of works of the consultants. Requesting the client to please confirm.	Conceptual options, at least one per sub-region, for different quality of regeneration has to be prepared by the successful bidder as part of scope of the work of assignments. However, locations / areas has to be identified across NCR and detailed design schemes (at least one per sub-region) have to be prepared by the successful bidder for the guidance of the States.
28.	Section-4, Clause 4.1 (I) Sub-Plan: Urban Regeneration and Rejuvenation (vii); Page No 27	(vii) Preparation of Redevelopment Plans for old areas of NCR cities and towns and slums, and to prepare multiple model Redevelopment Plan for guidance of the States.	We understand that 2-3 conceptual options for model Redevelopment Plans needs to be prepared as part of the scope of works of the assignment for the guidance purpose of the states. We understand that the preparation of detailed design scheme is not within the scope of works of the consultants. Requesting the client to please confirm.	Conceptual options including detailed design scheme, at least one per sub-region, for model redevelopment plans need to be prepared by the successful bidder as part of scope of the work of assignments. However, locations / areas for preparation of Redevelopment Plan of old areas has to be identified across NCR.

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29.	Section-4, Clause 4.1 (I) Sub-Plan: Urban Regeneration and Rejuvenation (viii); Page No 27	(viii) Utility planning and strategies with emphasis on Smart Utilities Decentralised Utility Systems and focus on recycling etc.	We understand that detailed utility planning is a separate assignment and is not included in the scope of works of this assignment. We understand only conceptual layouts needs to be prepared as per present scope of works for guidance/ representation purpose only. Requesting the client to confirm our understanding.	Specific conceptual layouts, at least one per sub-region , for detailed utility planning need to be prepared by the successful bidder as part of scope of the work of assignments for guidance.
30.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR (iv); Page No 28	(iv) Areas for implementation of innovative planning tools, like Town Planning Scheme, Land Pooling Models and Local Area Plan system, etc. as per area specific potential.	We understand that the preparation of Town Planning Scheme, Land Pooling Models and Local Area Plans is not part of the scope of works of the consultants. Requesting the client to please confirm.	Town Planning Scheme, Land Pooling Models and Local Area Plan system , etc. as per area specific potential has to be proposed by the successful bidder as part of the assignments. In this regard, locations have to be identified across NCR considering the area specific potential. Further, a detailed Town Planning Scheme, Land Pooling scheme, Local Area Plan , etc. as applicable shall be prepared, at least one per sub-region, by the successful bidder as part of scope of the work of assignments for the proper guidance of the NCR states.
31.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development	(ix) Identify, map and analyse vacant properties including houses, flats, office spaces, etc. across NCR especially with regard to urban areas and to develop a model vacant property portal for NCR.	We understand that the preparation of plot level inventory/ plot level mapping is not a part of the scope of the consultants. We understand	Portal making may not be task of successful bidder. However, preparation of an Architecture for the portal shall be part of scope.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
	making Slum Free NCR (ix); Page No 28		that broad region level/ block level/ ward level assessment through preliminary survey and focused group discussions is required to be conducted by the consultants. Requesting the client to please confirm our understanding.	
32.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR (ix); Page No 28	(ix) Identify, map and analyse vacant properties including houses, flats, office spaces, etc. across NCR especially with regard to urban areas and to develop a model vacant property portal for NCR.	We understand that the preparation of property portal is not within the part of the scope of works of the consultants. The role of the consultants is to provide data as input to the concerned stakeholders for preparing/ updating of property portal of NCR.	As clarified above, portal making may not be task of successful bidder. However, preparation of an Architecture for the portal shall be part of scope.
33.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR (x); Page No 28	(x) Identification and mapping of slum areas across NCR, matching with PMAY and other schemes and proposing strategies to prevent further slums and reduce and rejuvenate the existing slums and devise strategies for slum improvement and low income houses in NCR - towards Slum Free NCR.	Requesting the client to please confirm that detailed mapping of slum areas is not within the scope of works of the consultants. We understand that the role of the consultants is limited to providing recommendations/ strategies to prevent further slums and reduce and rejuvenate the existing slums and devise strategies for slum improvement and low income	Functional Plans have to be detailed and all required details including identification and mapping of slum areas across NCR is part of the scope of works of this assignment.

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S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			houses in NCR - towards Slum Free NCR. Requesting the client to please confirm.	
34.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR (xviii); Page No 28	(xviii) Model Housing Information System (HIS) for NCR. This can be an interactive web-portal for public, government agencies and the private sector which can be a 'one stop shop' for all housing related data so as to help the consumers, planners, government agencies, real estate developers, etc.	We understand that the preparation of Model Housing Information System (HIS) for NCR is not within the part of the scope of works of the consultants. The role of the consultants is to provide data as input for the HIS for NCR.	As clarified above, portal making may not be task of successful bidder. However, preparation of an Architecture for the portal shall be part of scope.
35.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR (xxi); Page No 28	(xxi) Sub-Region wise Housing Action Plans	We understand that the preparation of detailed Housing Action Plans for the sub-regions will be the responsibility of the states. The responsibility of the consultants is towards providing technical inputs/ recommendations for the preparation of Housing Action Plans by the respective states. Requesting the client to please confirm.	Functional Plans have to be detailed and preparation of Housing Action Plan for each NCR sub-region will be the responsibility of successful bidder as part of the scope of works of this assignment.
36.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development	For the Functional Plan for Urban Regeneration, Housing and Slum Free NCR, assignment, following key professional would be required to be mobilized by the bidding entity. The Core Team Composition of bidding entity for the assignment is in Table III-1	For maintaining uniformity in the financial quotation of the various bidders, we request the client to provide detailed man-months requirement for the	Methodology and strategy including man months shall be proposed by Bidder and technical and financial proposal made accordingly, for respective sectors.

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
	making Slum Free NCR, Sub-Clause 1.2; Page No 29		various experts proposed to be employed as per the scope of works for this assignment.	Indicative, full time and part time requirement of minimum experts required is already mentioned under 'Scope of Work' in Tender document, for respective sectors.
37.	Section-4, Clause 4.1 (I) Sub-Plan: Planned Habitat, Housing Development making Slum Free NCR, Sub-Clause 1.2; Page No 31	<p>Note:</p> <ul style="list-style-type: none"> The experts may be on permanent rolls of the bidding entity or consultants specific to the assignment 	<p>We understand that experts on permanent rolls of the consultants is preferred, but not mandatory. Thus, it will not be a reason for disqualification of the expert for marking. Requesting the client to please confirm.</p> <p>Alternatively, we request that 10% marks be reserved for full time experts at the stage of evaluation of CVs of the experts.</p>	<p>The amended Note for all sectors may be read as:</p> <p>Note: <i>The experts shall have to be on permanent rolls of the bidding entity or consultants specific to the assignment.</i></p>
38.	Section-4, Clause 4.1 (II) Functional Plan for Smart and Digital NCR, Sub-Clause 1.1 (a); Page No 32	a) The 'Functional Plan for Smart and Digital NCR' is to be in sync with the policies and proposals of the RP-2041, especially with regard to Chapter-11 related to 'Smart and Digital NCR'. The entire functional plan should present a blue print for enabling all citizen-state interface to be entirely on digital interface with a UPI like seamless, efficient, digital universal governance architecture and protocols.	We understand that the role of the consultants will be towards preparing of detailed footprint for enabling various citizen-state interface. The actual preparation of these portals is not a part of scope of works of the current assignment. Requesting the client to please confirm.	As clarified above, portal making may not be task of successful bidder. However, preparation of an Architecture for the portal shall be part of scope of the assignment.
39.	Section-4, Clause 4.1 (V)	(xiv) Unified Pan-NCR Tourism Single Window	Requesting the client to please clarify the scope of works	Preparation of an Architecture for the Unified Pan-NCR Tourism Single

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S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP						Points of clarification	NCRPB Reply/Clarification	
	Functional Plan for Tourism and Heritage, Sub-Clause 1.1 (b) (xiv); Page No 46							envisaged to be conducted by the shortlisted bidder for this assignment.	Window shall be part of scope of the assignment.	
40.	Section-4, Clause 4.1 (V) Functional Plan for Tourism and Heritage, Sub-Clause 1.2 (4); Page No 47	4.	Tourism Travel Management Expert (02 Nos.)	Masters Degree in Tourism and Travel Marketing Management with 05 Years of Experience	Tourism Planning and Development Tourism with products design and Development	Part-time	8-8	2+2	Requesting the client to consider Masters in Urban Planning as relevant qualification for this position.	Request not accepted.
41.	Section-4, Clause 4.1 (V) Functional Plan for Tourism and Heritage, Sub-Clause 1.2 (5); Page No 47	5.	Tourism Hospitality Expert	Masters Degree in Tourism and Hospitality Management with 05 Years of Experience	Tourism and Hospitality Management including Human Resource Planning and Tourism Development	Part-time	8	2	Requesting the client to consider Masters in Hospitality Management/ MBA for this position.	Request not accepted.
42.	Section-4, Clause 4.1 (V) Functional Plan for Tourism and Heritage, Sub-Clause 1.2 (6); Page No 48	6.	New Tourism Avenues Experts	Masters Degree in Tourism and Hospitality Management with 05 Years of Experience	Tourism and Hospitality Management including Human Resource Planning and Tourism Development	Part-time	8	2	Requesting the client to consider Masters in Hospitality Management/ MBA/ Masters in Urban Planning for this position.	Request not accepted.

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43.	Section-4, Clause 4.1 (V) Functional Plan for Tourism and Heritage, Sub-Clause 1.2; Page No 48	Note: <ul style="list-style-type: none"> The experts may be on permanent rolls of the bidding entity or consultants specific to the assignment 	We understand that experts on permanent rolls of the bidding entity is preferred. However, it is not a mandatory condition for evaluation and will not be a reason for disqualification/zero marking of the expert. Alternatively, we request that 10% marks be reserved in detailed evaluation scheme of CVs for full time experts.	Request not accepted. However, as mentioned above, the amended Note for all sectors may be read as Note: <i>The experts shall have to be on permanent rolls of the bidding entity or consultants specific to the assignment.</i>
44.	Section-6.B (i); Page No 57	6B(i). Relevant services carried out in the last five years that best illustrate qualifications	Considering the limited numbers of similar assignments conducted; we request the client to consider bidders experience of past 15 years eligible for evaluation and scoring.	Please read <i>“Relevant services carried out in the last five years that best illustrate qualifications ...” as</i> <i>“Relevant services carried out in the last ten years that best illustrate qualifications ...”</i>
45.		6F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff	Considering the diverse location of subject experts at the time of submission of the bid; we understand that digitally signed CVs of the experts countersigned by the authorised representative of the firm will be considered for evaluation and scoring. Requesting the client to please confirm.	No change in the existing clause. Request not accepted.
46.	Section-7; Page No 62	Section 7 FINANCIAL PROPOSAL STANDARD FORM	Requesting the client to provide a detailed financial	No change in the existing clause. Request not accepted.

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			proposal form requiring a detailed break-up of survey costs, travel costs, printing costs, cost for the technical staff for negotiation purposes or in the event of a contract extension/ additional area/ items proposed as part of this assignment to be covered in the future.	
47.	Attachment 2, Clause No 14 (i) Page No. 66	<p>14. Among the NCRRP 2021-related functional plans, the functional plan for transport is a good example of a comprehensive approach (even while business case development and scenario testing are not detailed comprehensively), wherein a current-state analysis of the sector is provided; stakeholder surveys are conducted (e.g., bus surveys); sector priorities are established; economic and social costs and impacts are stated; and a staged program of actions is provided, supported by proposed institutional arrangements and financing methods. However, some development areas require attention:</p> <p>(i) The length of time needed to prepare and approve functional plans after completion of the regional plan exceeds 5 years in many cases, which leads to challenges for interdependent projects that simultaneously affect multiple sectors such as transport, economic development, drainage, and groundwater.</p>	<p>We understand that total time duration for the proposed assignment is 38/54 weeks including time taken by Client for approval and excluding handholding period of one year.</p> <p>In view of the above, we request the Client to include yearly price escalation / price adjustment for consultant's fee incase additional time taken by the Client for approval.</p>	<p>Yes, total time duration for proposed assignments is 38/54 weeks and handholding period of one year is beyond this but part of the contract.</p> <p>Request for yearly price escalation not accepted.</p>
48.	Section 9: Clause No 2.6, Page No 9	<p>2.6 Termination</p> <p>2.6.1 By the Client</p>	As per the accepted best principal for consultancy contract in India, we request amendment in the said clause,	No change in the existing clause. Requests not accepted.

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			<p>may consider as suggested below:</p> <p>By the Client</p> <p>The Client may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of this Clause General Condition, terminate this Contract.</p> <p>(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:</p> <p>(b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or</p>	

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			<p>take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to General Condition hereof;</p> <p>(d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.</p> <p>(e) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.</p> <p>(g) If the Consultant, in the judgment of the Employer has engaged in corrupt or</p>	

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			<p>fraudulent practices in competing for or in executing the contract.</p> <p>For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.</p> <p>In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to Employer within thirty days of the termination</p>	

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			<p>letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultant.</p> <p>By the Consultants The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition, terminate this Contract;</p> <p>(a) If the Employer fails to pay and money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;</p> <p>(b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in</p>	

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
			<p>writing) following the receipt by the Employer of the Consultants notice specifying such breach;</p> <p>(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition.</p>	
49.	Section 9; Clause No 3.4: Page No 11	<p>3.4 Insurance to be taken out by the Consultant</p> <p>The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as specified below; and (b) shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p> <p>Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy and valid for a period of 24 months after approval of final report by the client. The amount in Indian currency is Rs. (Rupees only).</p>	<p>We understand that insurances required for the project can be procured / maintained under existing umbrella policies of the consultant, if already in place as per organisational policies.</p> <p>Requesting the client to please confirm.</p>	<p>Request Not accepted. However, Please read</p> <p><u>"...and valid for 24 months..." as</u></p> <p>"...and valid for 14 months..."</p>

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S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
50.	Section 9; Clause No 3.4: Page No 11	<p>3.4 Insurance to be taken out by the Consultant</p> <p>The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as specified below; and (b) shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p> <p>Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy and valid for a period of 24 months after approval of final report by the client. The amount in Indian currency is Rs. (Rupees only).</p>	<p>Requesting the client to limit the liability of the consultants to the limit of contract period or to a maximum of 12 months after the approval of the final report.</p>	<p>Please read <i>"...and valid for 24 months..."</i> as <i>"...and valid for 14 months..."</i></p>
51.	Section 9; Clause No 7.2: Page No 14	<p>7.2 Dispute Settlement</p> <p>Any Dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Delhi. The parties agree that the sole arbitrator shall be appointed by the Member Secretary, NCR Planning Board, New Delhi which shall be of the level of Joint Secretary to the Government of India. Parties hereto will raise no objection to the arbitration on the ground that the Arbitrator is a Government servant that he had to deal with matters to which the contract relates or that in the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of</p>	<p>As per standard industry practice, we request the client in good faith to resolve any dispute including the appointment of arbitrator based on mutual consent of both the parties and as per the provisions of Arbitration and Conciliation Act, 1996.</p>	<p>No change in the existing clause. Request not accepted.</p>

S No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification	NCRPB Reply/Clarification
		procedure, it will be lawful for the Member Secretary, NCR Planning Board to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.		
52.	General Query	Considering the CoVid 19 pandemic; we request the client to provide atleast 30 days' time for the preparation and submission of proposal from the date of release of the minutes of the prebid meeting/ clarification.		As mentioned above, submission date of bids shall be 15.07.2022 by 5:00PM

C. Ecorys India Pvt. Ltd. Queries email dated 24.06.2022

• **General Queries related to all Sectors**

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
1.	Section-3: Information to Bidding Entities 3.1 Introduction (Page no. 11 and 12)	(xvi) In JV/Consortium, the Indian Partner should be as a Lead Partner and it should have Registered Office in India. Such Lead Indian Partner should have at least 51% share in JV/Consortium.	Kindly clarify if a Company incorporated in country other than India and having registered in India as foreign firm with registered office in India will qualify to lead the assignment or not.	<u>Please read</u> <i>"In JV/Consortium, the Indian Partner should be as a Lead Partner and it should have Registered Office in India. Such Lead Indian Partner should have at least 51% share in JV/Consortium" as</i> "An International bidding entity is allowed to bid if it has its

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
				registered branch office in India. Such International bidding entities can bid individually or in JV/Consortium”
2.	Section-3: Information to Bidding Entities 3.2 Deliverables and Time/ Payment Schedule (Page no. 11 and 12)	Note: i) No advance payment for any purpose will be made to the successful bidding entity. And payment schedule	We request to provide Advance of 10% as most expenses related to project establishment, mobilization, insurance, procurement will happen during initial phase. Kindly note that successful consultant also required to submit Performance Security @ 10% of contract value and No Advance payment provision will make it difficult for execute project activities in lack of in-flow of funds. We also request to kindly review the payment schedule, as per current payment schedule only 45% of payments will be paid to consultant on approval of Draft Final Reports. The currently payment schedule will not be sustainable for the consultant, kindly have a look.	Request not accepted.
3.	Section-3: Information to	Note: iii) The payment will become due on approval of the stage report and on raising of bills/invoice by the	Kindly keep the processing time upto 30 days for the payment. 90 days will be too	Request not accepted.

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
	Bidding Entities 3.2 Deliverables and Time/ Payment Schedule (Page no. 11 and 12)	successful bidding entity after the approval of the stage report. The processing time of the payment will be 90 days for final payment and 45 days for all other payments.	long duration and same will not be financially sustainable.	Consultative process and statutory committee meeting is involved which is time taking.
4.	Section-3: Information to Bidding Entities 3.4 Procedure for Monitoring & Review of the Assignment Point no. (iii) and (iv) (Page no. 14)	(iii) In case of delay in submission of the above mentioned deliverables as per given schedule, a penalty of 0.5% per week of delay subject to maximum of 10% of the payment due in this regard shall be levied. (iv) If the report submitted by the successful bidding entity is found deficient in the requisite quality, the approving authority of NCRPB can accept the report while considering other factors with a penalty of up to 10% of the payment due in this regard to the successful bidding entity. This shall be independent to penalty referred to in point 3.4 (iii) above.	We wish to add that as part of project activities various clearances and approvals are required from Govt. Agencies and Departments, some time these activities take times and these are beyond control of Consultant. Therefore we request to exclude this clause or keep these factors while deciding on penalty on delay, if any. We also request to review these penalties clauses as these seems to be very high.	Request not accepted. Getting timely clearances from all concerned agency and departments shall be the responsibility successful bidder.
5.	Section-3: Information to Bidding Entities	3.6.2 Technical Proposal will be evaluated for those bidding entities who submitted the proof of being profit making in three of the last successive five financial years (2017-18 to 2021-22) and the necessary EMDs as applicable along with the respective Functional Plan proposals. Financial bids will be opened only for those	We understand that minimum qualifying marks of 50% is too low, kindly increase it to atleast 70% so that only technically sound	Request not accepted. Bids are being invited on competitive basis and not on restrictive basis.

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S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
	3.6 Method of selection (Page no. 14)	bidding entities who qualify technically i.e. for those who secure the minimum Qualifying Marks 50% in the Technical Proposal.	consultant evaluated for further evaluation.	
6.	Section 5. QUALIFICATION - STANDARD FORMS (Page no. 53 to 55)	<p>QUALIFICATION - STANDARD FORMS</p> <p>5C. Five major studies/ assignments executed</p> <p>5D. Relevant project experience of the Consulting Firm</p> <p>5E. Qualification and Experience of Key Professionals</p> <p>4F. Write-up on the topic "Functional Plan on (sector for which being applied) and its relevance in overall Regional Planning and development of NCR" in about 1000 words.</p>	<p>The format provided under section 5 for Qualification Document (Part A of submission) have format to provide information (5C, 5D, 5E, 4F) on:</p> <ol style="list-style-type: none"> 1. Relevant experience of firm/consortium 2. Information about Key professional 3. Technical writeup on functional plan <p>Kindly refer to other section of RFP where it is mentioned that as part of Qualification Document (Part A of submission) only "Proof of Profit Making & EMD" is required.</p> <p>We wish to highlight here that since sections related to Consultant Experience on relevant works, details of proposed key professionals and technical write up / methodology will anyway be part of Technical Proposal (Part B of submission) therefore</p>	<p>Request not accepted.</p> <p>Technical Bid shall be opened for only those who qualify the stage of required submissions of "Proof of Profit Making & EMD".</p> <p>The bidding entities scoring 50% marks in Technical evaluation will be considered for QCBS.</p>

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
			exclude the information as desired under 5C, 5D, 5E, 4F for Qualification Document (Part A of submission)	
7.	Section 7 FINANCIAL PROPOSAL STANDARD FORM (Page no. 62)	Signature of Witness Name: & Title of Signatory: Address: _ E-mail _ Mobile No._ Tel. No._	Kindly review this requirement in the financial proposal, we request to exclude the same.	Request not accepted.
8.	Section 3.6.8 Page 15 Last submission date	Proposals must be submitted not later than the following date and time: Date: 12th July 2022 Time: 1700 Hours	Request to extend the date to atleast 21 days post the release of pre-bid queries. Further, Different dates may be provisioned for different functional plans	As mentioned above, last date of submission of bids shall be 15.07.2022 by 5:00PM

• **Specific Queries for “Sector : Urban Regeneration, Housing and Slum Free NCR”**

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
1.	Section 2.3 (ii) (Page no. 8)	The Functional Plan preparation exercise would include studies, collection of primary and secondary data for required sector, data analyses and interpolation, formulation of strategies, proposed interventions and identification of projects at regional, sub-regional and local level, as deemed fit, within the coverage and overall framework of NCR RP-2041. The Counter Magnet Areas (CMAs) may also be touched upon in the identified Functional Plans. The Functional Plans will	Request to delineate/ specify the counter magnet areas.	The bidding entities may refer NCRPB website on Draft Regional Plan 2041 as available on NCRPB website for required details. However, it may be noted that NCRPB has identified 9 Counter Magnet Areas (CMAs) spread over 6 adjacent states, which are Hisar, Ambala, Kota, Jaipur, Patiala-

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S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply/Clarification
		include the identification of associated infrastructure and other investment projects for the NCR		Rajpura, Kanpur-Lucknow, Bareilly, Gwalior and Dehradun.
2.	Section 1.2 GIS Professional (02 number) (Page no. 30)	Degree in GIS with 03 years of Experience	Request to include B.Plan as qualification criteria as professionals from planning domain are well equipped with GIS mapping techniques and provides an edge in understanding the urban components.	Request not accepted.

• **Specific Queries for “Sector : Tourism and Heritage”**

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply
1.	Section-V Functional Plan for Tourism and Heritage (Page no. 45)	Making NCR as a safe and secure ‘ Smart Tourist Hub ’ equipped with ultra-modern and state of the art soft and physical infrastructure; Infrastructural Development to support sector requirements (Tourist activities and facilities (High-tech facilities of global standards) along with Tourism support infrastructure such as airports, railways, roads, waterways; Tourist Facilitation/Tourist Interpretation Centers)	In order to recommend Smart Tourism Hub, an intensive preliminary survey and database collection will be required. We request for clarification; if the consultants are supposed to carry out the study or will the data be made provided from the respective stakeholders.	Data Collection (primary as well as Secondary) and conducting any study is the responsibility of successful Bidder. Bidding entities shall provide its methodology in Technical Proposal which shall be evaluated during Technical Presentation. Financial Proposal has to be as per the same.
2.		To present a granular blueprint for entire tourism scenario for future NCR as tourism hub for North India.	We request for the clarity on the statistics/data/ indicators expected to project the granular blueprint tourism.	Each functional plan has to be a Detailed Plan. Therefore, a granular blueprint for entire tourism scenario has to be consider and required details are to be decided and provided by successful Bidders.

S. No.	Section No. Page No.	Particulars of the Query / Clarification	Queries / Request of Consultant	NCRPB Reply
3.	1.2 Required Expertise	Table II-1: Core Team Composition for Tourism and Heritage Sector functional Plan Bidding entity	Since the package involves implementation proposals, strategy planning and zonal development recommendation, we request to include a support staff or Research associate with Qualifications in Urban/ City/ regional Planning, Urban Design as well.	Bidder(s) may engage staff as required/ deemed necessary. The experts/staff mentioned in RFP is minimum required and should not be considered as all inclusive.
4.	1.2 Required Expertise	Table II-1: Core Team Composition for Tourism and Heritage Sector functional Plan Bidding entity	Since the package involves work w.r.t Infrastructural Development to support sector requirements (Tourist activities and facilities (High-tech facilities of global standards) along with Tourism support infrastructure such as airports, railways, roads, waterways & air transport; we request to include a support staff or Research associate with Qualifications in Transport Planning.	