



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

Dated :28.01.2025

Corrigendum

In reference to RFQ-cum-RFP Document for Preparation of Functional Plan on Transport, Economic Growth including Economic nodes and Industrial corridors in the NCR 2047 dated 16.01.2025 the following response on the additional queries raised by the consultants are mentioned below:

1- RITES Ltd – 27.01.2025

Pre-Bid Queries w.r.t updated RFQ-cum-RFP Document dated 16.01.2025

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
1.	Corrigendum dated 16.01.2025	Last date & time of submission of Bid - 6th February 2025	The last date of submission may please be extended till at least 3 weeks after issuance of final response to bidders' queries, or at least till 28 th February 2025.	Not Agreed
2.	Corrigendum dated 22.01.2025 1.	In Section-3: Information to Bidding Entities – under 3.6: Method of Selection – under 3.6.1: For the proposed Functional Plan assignment, qualified and experienced reputed consulting entity is to be engaged on Quality-and Cost-Based Selection (QCBS) method with quality-cost ratio of 90:10 may now be read as 80:20 and this will also be modified accordingly wherever applicable in the RFQ-cum-RFP document.	It is requested that this clause be modified as per the original provision in the RFQ-cum-RFP document dated 16.01.2025, i.e., a quality-cost ratio of 90:10 , to ensure the delivery of the highest quality work. The proposed modification to 80:20 ratio may undermine the balance between quality and cost.	Not Agreed
3.	Section 2.3. (iii) b) (Page No.8)	<i>Exposure to national/ international good practices and global experiences.</i>	<i>We understand that this will be covered via focused literature review of best practices.</i> <i>However, no national (outside NCR) or international visits will be undertaken as part of this process and also for the entire study and</i>	Confirmed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
			<p><i>handholding period as part of this contract as part of the selected bidding entity/ consultant's obligations/ expenses .</i></p> <p><i>Request to please clarify/ confirm.</i></p>	
4.	Section 3.1. (xii) (Page No.11)	The costs of preparing the proposal and of negotiating the Contract, including visit to the Client, etc. are not reimbursable and the Client will not accept any of the proposals submitted.	<p>We understand that the Client may not accept any proposals related to cost incurred by the consultant in preparation of the bid and negotiating the Contract w.r.t updated RFQ-cum-RFP Document dated 16.01.2025.</p> <p>Request to please clarify/ confirm.</p>	Provisions mentioned in revised RFQ/RFP document dated 16.01.2025 are clear. Hence, no further clarification is required.
5.	Section 3.1. (xiii) (Page No.11)	Client policy requires that the successful bidding entity provides professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The successful bidding entity shall not be hired for any assignments that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out assignments in the best interests of the Client.	<p>As consultants, we fully uphold the principles of providing professional, objective and impartial advice, always prioritizing the Client's interests. However, the clause appears to place absolute responsibility on the consultant without defining specific scenarios or thresholds for what constitutes a 'conflict of interest' in this situation.</p> <p>In the present scenario, we understand it may apply to consultants already appointed by NCRPB on similar ongoing assignments.</p> <p>Request to please clarify/ confirm.</p> <p>It is recommended that either this clause may be removed or it should include a balanced approach that safeguards the interests of both parties.</p>	Not agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply												
6.	Section 3.1. (xiv) (Page No.11)	Any previous or ongoing participation in relation to the assignments by the bidding entity, its key professionals, staff, or its affiliates or associates under a contract with the Client may result in rejection of the proposal. The bidding entity should clarify their situation in that respect with the Client while preparing the proposal.	<p>This clause appears overly restrictive and may inadvertently prevent highly qualified consultants from bidding for this assignment. By broadly disallowing participation based on any previous or ongoing engagements with the Client, it could exclude firms with extensive relevant experience who are best positioned to deliver quality outcomes.</p> <p>In the present scenario, we understand it may apply to consultants already appointed by NCRPB on similar ongoing assignments.</p> <p>Request to please clarify/ confirm.</p> <p>To ensure the Client benefits from the most competent consultants, it is suggested that the clause be revised to allow participation unless a clear and direct conflict of interest is established.</p>	Not Agreed												
7.	Section 3.1. (xxii) (Page No.12)	The successful entity will also be required to take out a separate insurance within 07 days of LOA acceptance or before contract signing whichever is earlier. 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.	<p>May be modified as under:</p> <p>The successful entity will also be required to take out a separate insurance within 07 days of LOA acceptance or before contract signing whichever is earlier. 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 12 months after final approval of Report by Client.</p>	Not Agreed												
8.	Section 3.2. Table (Page No.12)	<p>Deliverables and Time/ Payment Schedule:</p> <p>The assignment duration for consulting services as stated above is 48 weeks (presently envisaged).</p>	<p>Timeline of 48-week for such a comprehensive study seems very tight, considering that the primary survey and modeling may require substantial time. We kindly request you to reconsider and revise the timeline and payment schedule as under:</p> <table border="1" data-bbox="1010 1217 1850 1399"> <thead> <tr> <th>Phases</th> <th>Stage Report/ Deliverables</th> <th>No. of Copies</th> <th>Submission Schedule *</th> <th>Cumulative Time period* (From date of LoA acceptance by the</th> <th>Payment Schedule (% of total approved Cost)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Phases	Stage Report/ Deliverables	No. of Copies	Submission Schedule *	Cumulative Time period* (From date of LoA acceptance by the	Payment Schedule (% of total approved Cost)							Not Agreed
Phases	Stage Report/ Deliverables	No. of Copies	Submission Schedule *	Cumulative Time period* (From date of LoA acceptance by the	Payment Schedule (% of total approved Cost)											

Sl. No.	Reference	As per TOR					Queries					NCRPB Reply	
		Phase	Stage Report/ Deliverables	No. of Copies	Submission Schedule	Cumulative Time period* (From date of LoA acceptance by the successful Bidding Entity)	Payment Schedule (% of total approved Cost)					successful Bidding Entity)	
		1	Inception Report	15 Hard copies + soft copy	06 weeks	06 weeks	10% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of inception Report by NCRPB	1	Inception Report	15 Hard copies + soft copy	10 weeks	10 weeks	15% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of inception Report by NCRPB
		2	Interim Report	15 Hard copies + soft copy	14 weeks	20 weeks	15% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB						
		3	Draft Final Report including Separate Multi- Modal Integration Planning Report with Executive Summary (including observations and suggestions)	15 Hard copies + soft copy	18 weeks	38 weeks	20% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB						
		4	Final Report including Separate Multi- Modal Integration Planning Report with Executive Summary	30 Hard copies + soft copy	10 weeks	48 weeks	25% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB	2	Interim Report	15 Hard copies + soft copy	22 weeks	32 weeks	25% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB
		5	Approval of Report / Functional Plan	30 Hard copies + soft copy	Subject to approval	Subject to approval	20% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB						
		6	Handholding Support for one year after approval of Functional Plan for FP				10% (2% each at the end of 1st, 2nd & 3rd quarter and remaining 4% at the end of 4th quarter) will be released as Final payment on satisfactory completion of handholding support for one year*	3	Draft Final Report including Separate Multi- Modal Integration Planning Report with Executive Summary (including observations and suggestions)	15 Hard copies + soft copy	28 weeks	60 weeks	25% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB
		4	Final Report including Separate Multi- Modal Integration				20% will be released only after duly verifying the quality,						

Sl. No.	Reference	As per TOR	Queries					NCRPB Reply	
				Planning Report with Executive Summary				usefulness, implementability and acceptance & approval of Report by NCRPB	
			5	Approval of Report / Functional Plan	30 Hard copies + soft copy	Subject to approval	Subject to approval	10% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Report by NCRPB	
			6	Handholding Support for one year after approval of Functional Plan for FP				5% (1% each at the end of 1st, 2nd & 3rd quarter and remaining 2% at the end of 4th quarter) will be released as Final payment on satisfactory completion of handling support for one year"	
			<p><i>*The time taken for client approvals at each stage shall not be included within this timeline. After receiving comments from the client on any stage of the report, the consultant shall be allowed a minimum time of 15 days to address the comments and update the report accordingly.</i></p>						
9.	Note iii) (Page No.14)	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.	We kindly request you to reduce it to a maximum of 15-30 days as it is too much to maintain for 90/45 days					Not Agreed	

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
10.	Section 3.3 i (Page No.15)	After approval of Functional Plan, the successful bidding entity will provide support and handholding for one year from the date of approval of Functional Plan for taking the plan further for on boarding the states and facilitating them for implementation of the Functional Plan 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	We understand that the handholding support will be limited to only one year beyond the approval of Functional Plan. May kindly confirm.	Provisions mentioned in revised RFQ/RFP document dated 16.01.2025 are clear. Hence, no further clarification is required.
11.	Section 3.4 (iii) (Page No.15)	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. Getting timely clearances from all concerned agencies and departments, required for the preparation of Functional Plan shall be the responsibility of successful bidder.	<p>Given the multiplicity and plurality of agencies involved, and whose clearance processes the consultant has no control of, it would not be fair to levy entire responsibility of timely clearances on the consultant. The consultant can provide timely technical inputs and support required to facilitate the approvals under the overall co-ordination of Client.</p> <p>Either this clause may be removed, or modified as under;</p> <p>‘In case of delay in submission of the above-mentioned deliverables as per the given schedule, a penalty of 0.2% per week of delay, subject to a maximum of 1% of the payment due, shall be levied. However, delays caused due to pending approvals or clearances from concerned agencies and departments shall not be attributable to the successful bidder/ consultant.</p> <p>The consultant shall provide timely technical inputs and support required to facilitate the mandatory approvals from concerned agencies/ addressing the comments/ suggestions of agencies via workshops/ meetings co-ordinated by a nodal officer/ steering</p>	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
			<p>committee of NCRPB under its overall aegis. Also, after receiving comments from the client on any stage of the report, the consultant may be allowed a standard timeline of 15 days to address the comments and update the report accordingly.'</p> <p>It is also requested to kindly provide the specific listing of mandatory approvals required and the respective agencies.</p>	
12.	Section 3.4 (iv) (Page No.15)	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>We, as consultants, are fully committed to delivering the highest quality work and meeting all required deliverables, which will be achieved through a consultative process in close co-ordination with Client.</p> <p>However, this clause is highly restrictive as it involves a significant degree of subjectivity. In its current form, it allows for significant discretion, enabling the client to impose penalties of up to 10% of the payment due based on undefinable criteria.</p> <p>We request that to ensure fairness and transparency, this clause may please be removed.</p>	Not Agreed
13.	Section 3.14.3 (iii) Table Sl No. 2 a) (Page No.21)	(a2) 02 marks per Study/Consultancy work related to economic Nodes (Economic Growth) in last ten years for cities with population above 05 lakhs as per 2011 Census	<p>The scope of these studies is requested to be expanded.</p> <p>Also, Population is not a relevant factor for such studies primarily because these nodes exert influence on a regional scale and are mostly greenfield projects and study fee may be a better benchmark.</p> <p>Therefore, it may be modified as: “02 marks per Study/Consultancy work related to economic Nodes (Economic Growth)/ Multimodal Logistics Parks/ Freight Infrastructure in last ten years for value of consultancy fee above Rs 100 lakh”</p>	In the referred section 3.14.3(iii) ‘for’ may be read as ‘for/or involving’

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
14.	Section 3.14.3 (iii) Table Sl No. 2 a) (Page No.21)	(a3) 02 marks per Study /consultancy work related to Industrial Corridors in last ten years for cities with population above 05 lakhs as per 2011 Census	The scope of these studies is requested to be expanded. Also, Population is not a relevant factor for such studies primarily because these nodes exert influence on a regional scale and are mostly greenfield projects and study fee may be a better benchmark. Therefore, it may be modified as: “02 marks per Study /consultancy work related to Industrial Corridors/ Dedicated freight corridors/ Freight Corridors in last ten years for value of consultancy fee above Rs 100 lakh.”	In the referred section 3.14.3(iii) ‘for’ may be read as ‘for/or involving’
15.	Section 3.14.3 (iii) Table Sl No. 2 a) (Page No.22)	(a) 02 marks per Study /consultancy work related for plan formulation for cities with based on GIS in last ten years for cities with population above 10 lakhs as per 2011 Census	it may be modified as: “02 marks per planning Study /consultancy work related to cities with component of GIS applications in last 10 years for cities with population above 10 lakhs as per 2011 Census.”	Not Agreed
16.	Section 3.15.1 (Page No.24)	As NCR Delineation is in progress, in case of any change in the NCR area, the bid/payment of/to successful bidder will be revised proportionately/on pro-rata basis to the revised NCR area.	Since most of the work, including traffic & travel surveys, data analysis and report writing will already be completed by the consultant irrespective of any change in the NCR area, a pro-rata reduction in the consultant’s fee may not accurately reflect the effort and cost already incurred in such activities. We request revising the clause to ensure the consultant’s fees remain protected for the current scope, with adjustments of proportionate revision/ pro-rata basis in fee made only for increase in the NCR area.	Not Agreed
17.	Section 3.15.13 (Page No.24)	The consultant should have a furnished office in Delhi/ NCR for the assignment duration for the consultant to carry-out assignment duties/ tasks/ activities and depute two relevant experienced team members with atleast 7 years at NCRPB office throughout the agreement period to have frequent interactions to understand assignment requirements.	May be modified as under: The consultant should have a furnished office in Delhi/ NCR for the assignment duration for the consultant to carry-out assignment duties/ tasks/ activities and depute two relevant experienced team members with at least 5 years of experience at NCRPB office throughout the agreement period to have frequent interactions to understand assignment requirements.	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply									
18.	Section 3.2. Task 1: iii) (Page No.28)	Collect and analyze demographic, economic, land-use and transport-related data using primary and secondary sources.	A nodal officer would be required for this purpose, as the task involves obtaining certain approvals, authorization letters and coordinating with various local bodies, authorities and departments to collect secondary data effectively.	Not agreed									
19.	Section 3.2. Task 1: v) (Page No.28)	Conduct surveys as needed, including:	<p>The primary data collection is the most critical – and time as well as capital intensive component of the whole Study.</p> <p>It is requested to please quantify the maximum number of locations and sample size for each type of surveys beforehand so as to have a common understanding and reference point for all bidders as this will have a significant bearing on the financial bid.</p> <p>As per our understanding, the primary surveys and their required quantities are limited only to the following and household surveys will not be carried out for the assignment:</p> <table border="1" data-bbox="1012 715 1691 1393"> <thead> <tr> <th data-bbox="1012 715 1400 751">Name of Surveys</th> <th data-bbox="1400 715 1691 751">Quantities</th> </tr> </thead> <tbody> <tr> <td data-bbox="1012 751 1400 887">Classified Traffic Volume Survey (Mid-Block, Screen Lines, Cordon). (24 hours on a typical working day)</td> <td data-bbox="1400 751 1691 887" rowspan="2">100 Locations</td> </tr> <tr> <td data-bbox="1012 887 1400 1050">Roadside Passenger and Freight Origin-Destination Surveys. (24 hours on a typical working day)</td> </tr> <tr> <td data-bbox="1012 1050 1400 1262">Drone-based surveys of key rail, road, MRTS corridors (2 km on either side of Right of Way).</td> <td data-bbox="1400 1050 1691 1262">Major Rail corridors = 600 Km. Metro Length= 350 km, Expressway and Major Highways =500 Km</td> </tr> <tr> <td data-bbox="1012 1262 1400 1393">Passenger IPT, Non-Motorized Transport (NMT) and pedestrian traffic surveys. (24 hours on a typical working day)</td> <td data-bbox="1400 1262 1691 1393">40 major transport terminals</td> </tr> </tbody> </table>	Name of Surveys	Quantities	Classified Traffic Volume Survey (Mid-Block, Screen Lines, Cordon). (24 hours on a typical working day)	100 Locations	Roadside Passenger and Freight Origin-Destination Surveys. (24 hours on a typical working day)	Drone-based surveys of key rail, road, MRTS corridors (2 km on either side of Right of Way).	Major Rail corridors = 600 Km. Metro Length= 350 km, Expressway and Major Highways =500 Km	Passenger IPT, Non-Motorized Transport (NMT) and pedestrian traffic surveys. (24 hours on a typical working day)	40 major transport terminals	Not agreed
Name of Surveys	Quantities												
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Drone-based surveys of key rail, road, MRTS corridors (2 km on either side of Right of Way).	Major Rail corridors = 600 Km. Metro Length= 350 km, Expressway and Major Highways =500 Km												
Passenger IPT, Non-Motorized Transport (NMT) and pedestrian traffic surveys. (24 hours on a typical working day)	40 major transport terminals												

Sl. No.	Reference	As per TOR	Queries		NCRPB Reply
			Road network inventory of MDR and above roads.	Road = 6000 Km	
			Speed and delay	Road = 6000 Km	
			Passenger Volume and Origin-Destination Surveys at Major transport Terminals	40 major transport terminals	
			Industrial and economic base surveys, focusing on, manufacturing hubs, MSME clusters and logistics hubs including distributed facilities – Interaction with industry representatives	100 Samples	
			Survey related to taxation, labor, workforce, labour market, supply chain and industrial ecosystem, utility infrastructure, technology and innovation adoption, investment in business activities, etc. – Interaction with industry representatives.	100 Samples	
			<p>Please Clarify/ confirm.</p> <p><i>It is also requested to share the details of the relevant economic and industrial data, along with the concerned agencies and plans to be referred to for this assignment.</i></p>		

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
20.	Section 3.3 ii (Page No. 15)	At least 2 workshops for the Functional Plan with minimum 50 participants (excluding NCRPB officials) from NCR participating states, concerned Central Ministries/Departments and implementing agencies, to be conducted by the successful Bidder. All costs to be borne by bidder. This can be part of consultancy fee under the financial bid.	The following may be clarified/ confirmed; <ul style="list-style-type: none"> It is understood that the workshops will be held in Delhi and will have a one-day duration. The consultant will only need to bear the expenses for the venue, hospitality and refreshments during the day of the workshops – and no other expense related to travel or stay, etc. of the attendees (delegates/ invitees/ speakers/ guests, etc.) shall be borne by the successful bidder/ consultant. 	Provisions mentioned in revised RFQ cum RFP document dated 16.01.2025 are clear. Hence, no further clarification is required.
			<ul style="list-style-type: none"> All such events will be held in Delhi. 	Delhi/NCR and/or Sub region HQ
			<ul style="list-style-type: none"> A minimum of 2 and a maximum of 3 such workshops may be held. 	It would depend on Consultancy Review Committee (CRC)
21.	Section 3.3 i (Page No. 15), Section 3.2 2 ii (Page No. 28) Section 3.2 Task 4 i and iv	After approval of Functional Plan, the successful bidding entity will provide support and handholding for one year from the date of approval of Functional Plan for taking the plan further for on boarding the states and facilitating them for implementation of the Functional Plan 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	The following may be clarified/ confirmed; <ul style="list-style-type: none"> It is understood that the workshops, roadshows, training sessions and stakeholder consultations will be held in Delhi and will have a one-day duration. The consultant will only provide technical support and inputs – and successful bidder/ consultant shall not bear any expenses for the venue, hospitality, refreshments, travel or stay, etc. of the attendees (delegates/ invitees/ speakers/ guests, etc.). 	Provisions mentioned in revised RFQ/RFP document dated 16.01.2025 are clear. Hence, no further clarification is required.

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
	(Page No. 30)	<p>period, subject to maintain quality of services to the client.</p> <p>Handholding Support:</p> <p>ii). Conduct workshops, roadshows, training sessions, and stakeholder consultations.</p> <p>i. Conduct public consultations and stakeholder workshops to incorporate feedback.</p> <p>iv Organize capacity-building programs, technical discourses, and awareness sessions for stakeholders.</p>	<p></p> <ul style="list-style-type: none"> • All such events will be held in Delhi. <p>The maximum number of each type of such workshops, roadshows, training sessions, and stakeholder consultations may please be confirmed.</p>	<p></p> <ul style="list-style-type: none"> • Delhi/NCR and/or Sub region HQ <p>It would depend on Consultancy Review Committee (CRC). In addition the following is now added at the end of the clause 3.3 (ii) of the revised RFQ cum RFP document dated 16.01.2025. Further, <i>“on above lines atleast one workshop per sub region will</i></p>

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
				<i>be conducted during one year handholding period. All cost to be borne by the bidder”.</i>
22.	Note: ii) (Page No. 33)	The successful bidding entity will be required to make one or multiple presentations (minimum up to 05 such presentations) before NCRPB and/or Consultancy Review Committee (CRC), Planning Committee/ Project Sanctioning and Monitoring Group (PSMG)/ Board/ MoHUA/ NCR participating States/ any other relevant Ministry/ Department/ Agency, etc. within a week of submission or later of each of the above reports/ stage. The observations and suggestions conveyed by NCRPB will be incorporated by the successful bidding entity and revised Report to be submitted to NCRPB.	<p>We would request that the number of such presentations is maximum upto 03 for each stage deliverable, as it will have significant impact on the intervening time between successive reports/ deliverables.</p> <p>In the interest of speeding up the approvals and proceeding in time-efficient manner, we would request to kindly consider having such key presentations under the aegis of NCRPB wherein all the stakeholders/ agencies could come together to review the deliverables and share their views/ comments.</p> <p>In the same line, we also request that the maximum time limit for such presentations to be made should be within two weeks of each submission so as to expedite the study process.</p> <p>Request to please clarify/ confirm the above points.</p>	Not Agreed
23.	Section 7 Table 2. (Page No. 34)	2. Transport Planner cum Multi-Modal Expert (Deputy Team Leader) Qualification: Graduate in Civil Engineering / Architecture and Post graduate in Transport Engineering/ /transport planning/ urban and regional planning/ development studies/	Required qualification for Transport Planner cum Multi-Modal Expert (Deputy Team Leader) may be modified as: Graduate in Civil Engineering / Architecture/ Planning and Post graduate in Transport Engineering/ /transport planning/ urban and regional planning/ development studies/ transport economics/ urban economics or equivalent; and preferably with 12 years of overall experience and 10 years of specific experience at transport	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
		transport economics/ urban economics or equivalent; and preferably with 15 years of overall experience and 12 years of specific experience at transport planning (road-/rail-/water / aviation-based connectivity, Multi-modal connectivity/ logistics) projects.	planning (road-/rail-/ water / aviation-based connectivity, Multi-modal connectivity/ logistics) projects.	
24.	Section 7 Table 2. (Page No. 35)	3. MRT/Bus System Expert Qualification: Graduate in Electrical Engineering with 15 years of overall experience and 12 years of specific experience in MRT/Bus system planning and design.	Required qualification for MRT/Bus System Expert may be modified as: Graduate in Electrical Engineering with 12 years of overall experience and 10 years of specific experience in MRT/Bus system planning and design.	Not Agreed
25.	Section 7 Table 2. (Page No. 35)	4. Highway Engineer Qualification: Graduate in Civil Engineering and Master's degree in highway engineering with 15 years of overall experience and 12 years of specific experience in transport planning/ highway & urban roads projects etc.	Required qualification for Highway Engineer may be modified as: Graduate in Civil Engineering and Master's degree in highway engineering with 10 years of overall experience and 5 years of specific experience in transport planning/ highway & urban roads projects etc.	Not Agreed
26.	Section 7 Table 2. (Page No. 35)	5. Public Transport Expert cum Transportation/ Travel Demand Modeller Qualification: Graduate in Civil Engineering / Architecture and Master's degree in transport planning/ transportation engineering with 15 years of overall experience and 12 years of specific experience	Required qualification for Public Transport Expert cum Transportation/ Travel Demand Modeller may be modified as: Graduate in Civil Engineering / Architecture and Master's degree in transport planning/ transportation engineering with 10 years of overall experience and 5-7 years of specific experience	Not Agreed
27.	Section 7 Table 2. (Page No. 35)	6. Freight Transport Expert Qualification: Master's degree in Railway Engineering/ Logistics or equivalent; and preferably with 12 years of overall experience and 8-10 years of specific experience in planning/ design/	Required qualification for Freight Transport Expert may be modified as: Master's degree in Railway Engineering/ Logistics/ Transportation Engineering/ Traffic Engineering or equivalent; and preferably with 8 years of overall experience and 5-7 years of specific experience in	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
		implementation of rail, road transport/ rail/road/air based cargo movement.	planning/ design/ implementation of rail, road transport/ rail/road/air based cargo movement.	
28.	Section 7 Table 2. (Page No. 36)	7. Alignment and Costing Expert Qualification: Graduate in Civil Engineering with 15 years of overall experience and 12 years of specific experience	Required qualification for Alignment and Costing Expert may be modified as: Graduate/ Diploma in Civil Engineering with 10 years of overall experience and 5–7 years of specific experience	Not Agreed
29.	Section 7 Table 2. (Page No. 36)	8. Urban/ Land Use Planner-TOD & Value Capture Qualification: Master's degree in urban planning/ transport planning/ urban and regional planning/ development studies/ or equivalent; and with 10 years of overall experience and 7 years of specific experience in land use planning, knowledge of the institutional/ governance setup and financial frameworks, and the rules & regulations (including Development Control Regulations, Land Pooling/ Land Readjustment, TOD, value capture financing, etc.), in corridor planning projects.	Required qualification for Urban/ Land Use Planner-TOD & Value Capture may be modified as: Master's degree in urban planning/ transport planning/ urban and regional planning/ development studies/ or equivalent; and with 8 years of overall experience and 5 years of specific experience in land use planning, knowledge of the institutional/ governance setup and financial frameworks, and the rules & regulations (including Development Control Regulations, Land Pooling/ Land Readjustment, TOD, value capture financing, etc.), in corridor planning projects.	Not Agreed
30.	Section 7 Table 2. (Page No. 36)	9. E-Mobility Expert Qualification: Master's degree or Professional License in electrical mobility/ electrical engineering/ automotive engineering/ environmental engineering/ energy economics or equivalent; and with 10 years of overall experience and a specific experience of 5–7 years with electric/non-fossil fuel mobility planning.	Required qualification for E-Mobility Expert may be modified as: Master's / Bachelor's degree or Professional License in electrical mobility/ electrical engineering/ mechanical engineering/ automotive engineering/ environmental engineering/ energy economics or equivalent; and with 10 years of overall experience and a specific experience of 5–7 years with electric/non-fossil fuel mobility planning.	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
31.	Section 7 Table 2. (Page No. 36-37)	10. Economic & Financial /PPP Expert Qualification: MBA (Finance/ Public Policy)/ Chartered Accountant/ or Master's degree in urban planning/ transport planning/ urban and regional planning/ transport economics/ urban economics with minimum 15 years of overall experience and specific experience of earlier in PPP, integrated logistic parks urban and regional transport infrastructure projects.	Required qualification for Economic & Financial /PPP Expert may be modified as: MBA (Finance/ Public Policy)/ Chartered Accountant/ or Master's degree in urban planning/ transport planning/ urban and regional planning/ transport economics/ urban economics with minimum 10 years of overall experience and specific experience of earlier in PPP, integrated logistic parks urban and regional transport infrastructure projects.	Not Agreed
32.	Section 7 Table 2. (Page No. 37)	11. Economist/ Economic Nodes and Industrial Corridor Development Expert Qualification: Master's degree in economics/ urban economics / transport economics or equivalent; and preferably with 10 years of general experience and 5-7 years of specific experience in economic corridor planning.	Required qualification for Economist/ Economic Nodes and Industrial Corridor Development Expert may be modified as: Master's degree in economics/ urban economics / transport economics/ transport planning or equivalent; and preferably with 10 years of general experience and 5-7 years of specific experience in economic corridor planning.	Not Agreed
33.	Section 7 Table 2. (Page No. 37-38)	12. Governance/ Institutional Framework Expert Qualification: MBA (Public Policy) or Master's degree in public administration/ development studies/ transport planning/ urban planning/ urban and regional planning/ transport economics/ urban economics or equivalent; and preferably with 15 years of general experience and 12 years of specific experience in policy and institutional review, institutional strengthening, and capacity building in transport/ urban/ regional/ tourism/ industrial development institutions, including experience in municipal finance and governance reforms aspects.	Required qualification for Governance/ Institutional Framework Expert may be modified as: MBA (Public Policy) or Master's degree in public administration/ development studies/ transport planning/ urban planning/ urban and regional planning/ transport economics/ urban economics or equivalent; and preferably with 10 years of general experience and 5-7 years of specific experience in policy and institutional review, institutional strengthening, and capacity building in transport/ urban/ regional/ tourism/ industrial development institutions, including experience in municipal finance and governance reforms aspects.	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
34.	Section 7 Table 2. Support Staff (Page No. 38)	1. Transport Planner/ Engineer Qualification: Master's degree in transport planning, transportation engineering, highway engineering/ infrastructure planning, urban planning, urban and regional planning or equivalent, over a Bachelor's degree from a recognized University in civil engineering/ physical planning/ transportation engineering/ architectural engineering. 8-10 years of work experience in the appraisal, planning and design and implementation of integrated transport/ urban sector projects.	Required qualification for Transport Planner/ Engineer may be modified as: Master's degree in transport planning, transportation engineering, highway engineering/ infrastructure planning, urban planning, urban and regional planning or equivalent, over a Bachelor's degree from a recognized University in civil engineering/ physical planning/ transportation engineering/ architectural engineering. 5-7 years of work experience in the appraisal, planning and design and implementation of integrated transport/ urban sector projects.	Not Agreed
35.	Section 7 Support Staff Table 2. (Page No. 38)	2. Urban Planner Qualification: Master's degree in urban planning, or regional planning, over a Bachelor's degree from a recognized University in civil engineering, physical planning, geography, architecture with 8-10 years of experience and conversant with use of GIS software(s).	Required qualification for Urban Planner may be modified as: Master's degree in geography , urban planning, or regional planning, over a Bachelor's degree from a recognized University in civil engineering, physical planning, geography, architecture with 5-7 years of experience and conversant with use of GIS software(s).	Not Agreed
36.	Section 7 Table 2. Support Staff (Page No. 39)	3. Data Analyst Qualification: Graduate from a recognized University or equivalent. 5-7 years of experience.	Required qualification for Data Analyst may be modified as: Graduate from a recognized University or equivalent. 4-5 years of experience.	Not Agreed
37.	Section 7 Table 2. Support Staff (Page No. 39)	4. GIS cum ACAD specialist Qualification: Diploma in civil engineering/ Certificate course in GIS / Remote Sensing, architecture / computer-aided design or equivalent with 5-7 years of experience.	Required qualification for GIS cum ACAD specialist may be modified as: Diploma in civil engineering/ Certificate course in GIS / Remote Sensing, architecture / computer-aided design or equivalent with 4-5 years of experience.	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
38.	Table 3: Input and Weightage Assigned to Experts (Page No. 39-40)	Input – Fulltime and Intermittent	We understand that the full-time experts will be engaged for the initial 48 weeks only, and for the 1-year handholding support, the required experts will be utilized on an intermittent, as-needed basis. Request you to please clarify this.	Refer para 3.3 (i) of revised RFQ cum RFP document dated 16.01.2025
39.	Section 3.2.2 (Page No. 63)	<p>Consultant and Affiliates Not to Be Otherwise Interested in Project</p> <p>The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>	<p>This clause is highly restrictive for any major consultants to participate in the bid.</p> <p>It is therefore requested to please modify it as per the standard clauses in such major assignments:</p> <p>“For a period of two years after the expiration of this Contract: A Consultant that has been engaged to provide goods or non-consulting Assignment for a project, or any of its Affiliates, shall be disqualified from providing consulting Assignment resulting from or directly related to those goods or non-consulting Assignment. Conversely, a Consultant hired to provide consulting Assignment for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting Assignment resulting from or directly related to the consulting Assignment for such preparation or implementation.”</p>	Not Agreed

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
40.	Note vi) (Page No. 14)	The successful bidding entity shall provide post submission services/ support at no additional cost to NCRPB till the final approval of the Functional Plan by the NCRPB Board	It is requested to please modify this as follows; “The time period of this study shall be limited to 2 years from the date of letter of award to the successful bidding entity + an additional 1 year for handholding support for the agreed contract price. In case any additional services are required beyond this period due to delays in approvals of the Study deliverables or till the final approval of the Functional Plan by the NCRPB Board, pro-rata additional fees shall be payable to the successful bidding entity.” Please Clarify/ confirm.	Not Agreed
41.	Item 3.1 vii) (Page No. 28)	Parking Surveys and solutions for all 1 lakh plus cities (as per Census 2011), based on global best practices	It is requested to please modify this as follows; “ High level Parking Analysis based on secondary data and solutions for all 1 lakh plus cities (as per Census 2011), based on global best practices.” Please Clarify/ confirm.	Not agreed
42.	Task 2 iv) (Page No. 30)	Prepare integrated transport plans at the town/ city, sub-regional, and regional levels	Preparation of such diverse level plans may not be practical to formulate as part of this macro level study in its limited time-frame It is requested to please modify this as follows; “ Identification of the overall integrated NCR transport plan proposal at the state levels.” Please Clarify/ confirm.	Section 4, para 3.2, task 2 (iv) is now revised as “Prepare integrated transport plans at the subregional, and regional level, considering all district HQs, cities above 1 lakh population as

Sl. No.	Reference	As per TOR	Queries	NCRPB Reply
				per census 2011, all important economic nodes (existing and proposed)".

2- Consultant Name: SMEC

Date: 26th January 2025

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
1.		RFP does not contain any Clause for Limits of Consultants total Liability under this agreement.	Accordingly, we request you to include the following section in the contract. "Notwithstanding any other provisions under agreement, consultant's aggregate liability toward client for any loss, damage or deficiencies (under contract or otherwise) shall not exceed the contract fee."	Refer revised RFP cum RFQ dated 16.01.2025, para 3.1(xxii)
2.		Extension of Bid Submission Date.	It is requested to extend the bid submission date to 27 th February so that a competitive proposal can be prepared.	Not agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
3.	Clause 2.6.4, Section 8: Standard Form of Contract, page 62	<p>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:</p> <p>"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 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"</p>	<p>We understand that as per this clause, consultant's total aggregate liability towards the client for any loss, damage or deficiencies (under this contract or otherwise) shall not exceed 10% of the total contract price. Kindly clarify.</p>	Not agreed
4.	Clause 6.5, Section 8: Standard Form of Contract, page 66	<p>Liquidated Damages for Delay: 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: "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."</p>	<p>We understand that as per this clause, consultant's total aggregate liability towards the client for any loss, damage or deficiencies (under this contract or otherwise) shall not exceed 10% of the total contract price. Kindly clarify</p>	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
5.	Clause 1.8, Section 8: Standard Form of Contract, page 60	Performance Guarantee: The Consultant will provide performance guarantee of 05% of the contract value, for a period of 18 months beyond the approval of final report. The format for performance guarantee is annexed at Appendix-G.	We request you to retain the validity of the performance guarantee equivalent to the period of effectiveness of the Contract as per section 2.1.	Not agreed
6.	Clause 3.4, Section 8: Standard Form of Contract, page 64	Insurance to be taken out by the Consultant: 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. 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).	We request you to retain the validity of Professional liability insurance equivalent to the period of effectiveness of the Contract as per section 2.1.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
7.	Clause 3.2-V) c, Section 4: ToR, page 28	Drone-based surveys of key rail, road, MRTS corridors (2 km on either side of Right of Way).	<p>As per this section Drone survey need to be carried out along Key corridors. It is requested to identify and specify the key corridors for which drone survey is required as this length leads to ambiguity in understanding.</p> <p>Please also clarify whether this survey is required along existing corridors or proposed corridors or for both existing and proposed.</p> <p>In case all existing National Highways, Expressways, State Highways, MRTS, RRTS and Railways Corridors are considered, the total length of these corridors is approximately 10,000 Km and area of 2 Km either side makes it 40000 Sq Km of area to be covered under drone survey which is a substantial part of NCR. Undertaking Drone survey for this area is logistically not possible during the time frame of this study. Further this study includes preparation of Transport Plan and not undertaking Feasibility or preparation of DPR for</p>	Not agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
8.	Clause 7 of Section 4 (TOR), RFP Page 34	Transport Planner / Engineer (Team Leader) Qualifications: Graduate in Civil Engineering and Postgraduate in Transport planning/ Transport Engineering with 20 years of overall experience and 15 years of specific experience in urban transport sector / economic corridor and growth nodes planning/ development projects/regional connectivity/mobility/ logistics considerations.	Please modify to include Graduation in Urban Planning and Architecture for wider participation.	Not Agreed
9.	Clause 7 of Section 4 (TOR), RFP Page 34	Transport Planner cum Multi-Modal Expert (Deputy Team Leader) Qualifications: Graduate in Civil Engineering / Architecture and master's degree in transport planning/ transportation engineering with 15 years of overall experience and 12 years of specific experience	Please modify to include Graduation in Urban Planning for wider participation.	Not Agreed
10	Clause 7 of Section 4 (TOR), RFP Page 35	MRT/Bus System Expert Qualifications: Graduate in Electrical Engineering with 15 years of overall experience and 12 years of specific experience in MRT/Bus system planning and design Qualifications: Graduate in Electrical Engineering with 15 years of overall experience and 12 years of specific experience in MRT/Bus system planning and design.	Request to allow Graduate in Mechanical Engineering.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
11.	Clause 7 of Section 4 (TOR), RFP Page 35	Public Transport Expert cum Transportation/ Travel Demand Modeller Qualifications: Graduate in Civil Engineering / Architecture and Master's degree in transport planning/ transportation engineering with 15 years of overall experience and 12 years of specific experience	Please modify to include Graduation in Planning for wider participation.	Not Agreed
12.	Clause 7 of Section 4 (TOR), RFP Page 35	Freight Transport Expert Qualifications: Master's degree in Railway Engineering/ Logistics or equivalent and preferably with 12 years of overall experience and 8-10 years of specific experience in planning/ design/ implementation of rail, road transport/ rail/ road/ air-based cargo movement.	Degree of Masters in Railway Engineering is rare. Further, degree of Masters in Logistics Engineering have recently been introduced. Therefore, experts having masters in railway engineering/logistics engineering along with twelve years of experience will rarely be available. Therefore, request to include masters in transportation planning also as required educational qualification for the position.	Modified clause 7 of section 4, will read like this: <i>"Masters in transport planning with 12 years overall experience and 8-10 years of specific experience in logistics and design/implementation of rail / road / air-based cargo movement"</i> .
13.	Clause 7 of Section 4 (TOR), RFP Page 36	Economic & Financial /PPP Expert Qualifications: MBA (Finance/ Public Policy)/ Chartered Accountant/ or master's degree in urban planning/ transport planning/ urban and regional planning/ transport economics/ urban economics with minimum 15 years of overall experience and specific experience of earlier in PPP, integrated logistic parks urban and regional transport infrastructure projects.	We request you to include master's in economics for wider participation.	Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
14.	Clause 3.1 part 2 Handholding Support of Section-4 (TOR), RFP Page 28	ii). Conduct workshops, roadshows, training sessions, and stakeholder consultations.	we request clarification on whether the costs associated with these workshops and roadshows will be borne by the client or the consultant. If the responsibility lies with the consultant, kindly confirm where will these road shows will be held along with the total number of road shows required. This information will enable us to prepare a comprehensive financial proposal.	Please refer revised RFQ cum RFP dated 16.01.2025. In addition the following is now added at the end of the clause 3.3 (ii) of the revised RFQ/RFP document dated 16.01.2025. Further, <i>"on above lines atleast one workshop per sub region will be conducted during one year handholding period. All cost to be borne by the bidder"</i> .
15.	Clause 3.14.3 of Section-4 (TOR), RFP Page 21	(a3) 02 marks per Study /consultancy work related to Industrial Corridors in last ten years for cities with population above 05 lakhs as per 2011 Census	Both economic nodes & industrial corridor are generally greenfield in nature. Majority of these have been planned between 2010- 2015. These are now in implementation stage.	In the referred section 3.14.3 of Section-4 ' for ' may be read as ' for/or involving '
16.	Clause 3.14.3 of Section-4 (TOR), RFP Page 21	(a2) 02 marks per Study/Consultancy work related to economic Nodes (Economic Growth) in last ten years for cities with population above 05 lakhs as per 2011 Census	Therefore, request you to exclude the requirement of 5 lac population and completion period in last ten years in these categories.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
17.	Clause 3.2.2 of GCC, RFP Page 63	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services	As part of the Functional Plan, consultant shall be only recommending the projects such as BRTS, MRTS & RRTS project corridor etc. There will not be any kind of technical specification related to these projects which will be part of Functional Plan. It will also not contain eligibility criteria; etc. Therefore, consultant will not have any advantage as compared to other consultants.	Not Agreed

3- Consultant Name: Nippon Koei India Pvt. Ltd.

Date: 27th January 2025

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
1.	Section 2, Aims & Objectives, Page No.7 of 78	Letter of Award (LoA) for work will be limited to maximum two Functional Plans for a single bidding entity for the Functional Plans being prepared by NCRPB under the provision of NCR- DRP/ RP 2041. 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 H1, as per criteria	We kindly request your clarification on the key areas of the functional plan, including the defined boundaries and the corresponding study area.	For additional details please refer to https://ncrpb.nic.in/
2.			In the event of the bidder bidding for 2 Functional plans, we assume that the same team can be retained for both the functional plans?	Separate teams are required for both the Functional plans.
3.	Section 3, Information to Bidding Entities 3.1/xvi Page 11 of 78	(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.	Request to share the maximum number of JV partners in the consortium.	Maximum of three.

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
4.	3.14.3 Evaluation of Technical Proposals Page 21 of 78	<p>a2) 02 marks per Study/ Consultancy work related to economic Nodes (Economic Growth) in last ten years for cities with population above 05 lakhs as per 2011 Census</p> <p>a3) 02 marks per Study /consultancy work related to Industrial Corridors in last ten years for cities with population above 05 lakhs as per 2011 Census</p>	The economic nodes and industrial corridors are primarily greenfield projects, with the majority having been planned between 2010 and 2015. These projects are currently in the implementation phase. In light of this, we request you to consider the population of the district / zone/ area the economic node serves.	Not Agreed
5.	Section 3, Clause No.3.2, Deliverables and Time/ Payment schedule, Note (iii), Page No.14 of 78	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.	We kindly request you to revise and relax the clause regarding payment processing time. Specifically, we propose reducing the processing time for the final payment from 90 days to 45 days and for all other payments to 15 days, in consideration of the project schedule.	Not Agreed
6.	Section 3, Clause No.3.4 (iv), procedure for monitoring & review of the assignment, Page No.15 of 78	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 kindly request the removal of the clause, as the penalty clause 3.4(iii) is already in effect.	Not Agreed
7.	Section 3, Clause No.3.6.8 Refund/ Adjustment of Earnest Money, Page No.15 of 78	Proposals must be submitted not later than the following date and time: Date: 06 Feb 2025 Time: 1700 Hours. (any changes in the Draft Document or the schedule will be notified through NCRPB website).	We request you to kindly extend the submission date to Feb 15, 2025	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
8.	Section 3, Clause No.3.14.3 (iii), Evaluation of Technical proposals, Table S.No.1, Page No.20 of 78	Average Audited Turnover of the Bidding Entity / Consortium Lead of at-least 03 of last five consecutive financial years should be minimum Rs. 10.00 Crore per year.	We kindly request an increase in the minimum financial turnover requirement to Rs. 100 cr. to invite experienced and capable bidders for efficient project execution.	Not Agreed
9.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.1, Page No.34 of 78	Transport Planner/ Engineer (Team Leader): Graduate in Civil Engineering and Postgraduate in Transport planning/ Transport Engineering with 20 years of overall experience and 15 years of specific experience in urban transport sector / economic corridor and growth nodes planning/ development projects/ regional connectivity/ mobility/ logistics considerations.	We kindly request you to consider a Graduate degree in Civil Engineering or Architecture, along with a Postgraduate degree in Transport Planning, Transport Engineering, or an equivalent field, as the required educational qualifications.	Not Agreed
10.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.3, Page No.35 of 78	MRT/ Bus System Expert: Graduate in Electrical Engineering with 15 years of overall experience and 12 years of specific experience in MRT/Bus system planning and design.	We kindly request you to consider a Graduate degree in Civil Engineering/ Electrical Engineering, or a Postgraduate degree in Transport Planning/ Transport Engineering or an equivalent field, as the required educational qualifications.	Partially agreed Allowed- Postgraduate degree in Transport Planning/ Transport Engineering
11.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.4, Page No.35 of 78	Highway Engineer: Graduate in Civil Engineering and master's degree in highway engineering with 15 years of overall experience and 12 years of specific experience in transport planning/ highway & urban roads projects etc.	Graduate in Civil Engineering and master's degree in highway engineering with 10 years of overall experience and 5 years of specific experience in transport planning/ highway & urban roads projects etc.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
12.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.6, Page No.35 of 78	Freight Transport Expert: Master's degree in Railway Engineering/ Logistics or equivalent; and preferably with 12 years of overall experience and 8–10 years of specific experience in planning/ design/ implementation of rail, road transport/ rail/road/air-based cargo movement.	Master's degree in Railway Engineering/ Logistics or equivalent; and preferably with 12 years of overall experience and 8–10 years of specific experience in planning/ design/ implementation of rail, road transport/ rail/road/air-based cargo movement.	Not Agreed
13.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.8, Page No.36 of 78	Urban/ Land Use Planner- TOD & Value Capture: Master's degree in Urban Planning/ transport planning/ urban and regional planning/ development studies/ or equivalent and with 10 years of overall experience and 7 years of specific experience in land use Planning, knowledge of the institutional/ governance setup and financial frameworks and the rules & regulations (including Development Control Regulations, Land Pooling/ Land Readjustment, TOD, value capture financing, etc.), in corridor planning projects.	We also request to add the following expertise: Experience in Master planning of towns/large industrial areas/ PPP & innovative development models / and allied experiences	Partially Agreed Allowed - experience in Master planning of large industrial areas/ PPP & innovative development models
14.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.9, Page No.36 of 78	E-Mobility Expert Master's degree or Professional License in electrical mobility/ electrical engineering/ automotive engineering/ environmental engineering/ energy economics or equivalent; and with 10 years of overall experience and a specific experience of 5–7 years with electric/non-fossil fuel mobility planning.	We request you to kindly consider the following: Master's degree or Professional License in electrical mobility/ electrical engineering/ Mechanical engineering/ automotive engineering/ environmental engineering/ energy economics or equivalent; and with 10 years of overall experience and a specific experience of 5–7 years with electric/non-fossil fuel mobility planning.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
15.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.10, Page No.36 of 78	Economic & Financial /PPP Expert: MBA (Finance/ Public Policy)/ Chartered Accountant/ or master's degree in urban planning/ transport planning/ urban and regional planning/ transport economics/ urban economics with minimum 15 years of overall experience and specific experience of earlier in PPP, integrated logistic parks urban and regional transport infrastructure projects	We request you to consider Graduate in Civil/ Equivalent with Masters in MBA (Finance/ Public Policy)/ Chartered Accountant/ urban planning/ transport planning/ urban and regional planning/ transport economics/ urban economics with minimum 10 years of overall experience and specific experience of earlier in PPP, integrated logistic parks urban and regional transport infrastructure projects	Not Agreed
16.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.11, Page No.37 of 78	Economist/ Economic Nodes and Industrial Corridor Development Expert: Master's degree in economics/ urban economics/ transport economics or equivalent; and preferably with 10 years of general experience and 5-7 years of specific experience in economic corridor planning.	We request you to consider master's degree in economics/ urban economics/ transport economics/ urban planning or equivalent and preferably with 10 years of general experience and 5 – 7 years of specific experience in economic corridor planning/ equivalent projects.	Not Agreed

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
17.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, Table S.No.12, Page No.37 of 78	Governance/ Institutional Framework Expert: MBA (Public Policy) or Master's degree in public administration/ development studies/ transport planning/ urban planning/ urban and regional planning/ transport economics/ urban economics or equivalent; and preferably with 15 years of general experience and 12 years of specific experience in policy and institutional review, institutional strengthening, and capacity building in transport/ urban/ regional/ tourism/ industrial development institutions,, Including experience in municipal finance and governance reforms aspects.	MBA (Public Policy) or Master's degree in public administration/ development studies/ transport planning/ urban planning/ urban and regional planning/ transport economics/ urban economics or equivalent; and preferably with 10 years of general experience and 5 years of specific experience in policy and institutional review, institutional strengthening, and capacity building in transport/ urban/ regional/ tourism/ industrial development institutions, including experience in municipal finance and governance reforms aspects.	Not Agreed
18.	Section 3, Clause 3.2.6, Table 2 – Qualifications & Responsibilities of Key experts, B: Support Staff Table S.No.3, Page No.38 of 78	Urban Planner: Broad expertise in Estimation of land use parameters, be conversant with use of GIS software(s) regional and urban planning context.	We also request to add the following expertise: Experience in Master planning of towns/ large industrial areas/ /Development of urban/ industrial policies and allied experiences	Partially Agreed Allowed- Experience in Master planning of towns/ large industrial areas/ /Development of urban/ industrial policies
19.	Section 3, Information to Bidding Entities, Clause No.3.15.8, Page. No. 24 of 78	Termination of the Contract will be in accordance with provisions of the Paras of General/Special Conditions of Contract.	Since GCC and SCC missing in the RFP. Requested to kindly include GCC and SCC in the contract	Draft contract agreement is part of revised RFP cum RFQ dated 16.01.2025, refer list of content, section 8; standard form of contract.

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
20.	Section 3, Information to Bidding Entities, Clause No. 3.17.3 Page No. 25 of 78	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 liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the bidding entity has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is delayed, subject to an overall ceiling of 10% of the total contract price.	It is requested to kindly modify this Clause to the effect that the Consultant shall be liable for such Liquidated damages only if the causes of such delays are directly attributable to the Consultants.	Not Agreed
21.	Section 3, Information to Bidding Entities, Clause No.3.4(iii) Page No.15 of 78	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.	Since provision of Liquidated Damages already exist, kindly remove the provision of penalty.	Not Agreed
22.	Section 3, Information to Bidding Entities Clause No.3.15.8, Page No. 24 of 78	In case of dispute the matter will be referred to an arbitrator as specified by the Client. Place of arbitration will be Delhi in any case.	Since the clause seems one sided. Requested to kindly include the Arbitration Proceedings by a Panel of 3 Arbitrators to be appointed in terms of the Arbitration & Conciliation Act, 1996 and Kindly include the language of arbitration as the RFP does not contain provision related to Language of Arbitration	Language- English Refer Draft contract agreement – Section 1.3 and 7.2(4) (b)

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
23.	Section 3, Information to Bidding Entities Clause No.3.4(iii) Page No.10 of 78	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.	It is requested to kindly provide an opportunity for a specific time period to rectify the defects before imposing this penalty.	Not Agreed
24.	Section 3 – ITB Clause 3.2, Page No.11,12 of 78 Section 4- Terms of Reference, Clause No.3.2.4.6 Page No.28,29,30	As per Clause 3.2 of ITB the assignment period is 34 weeks. However, as per the Scope of Work, Clause 3.2.4.6, the assignment period is 48 weeks	You are requested to kindly clarify the total duration of the assignment period.	“34 weeks” is no where mentioned in the revised RFP cum RFQ dated 16.01.2025

S. No.	Ref Clause/ Page No.	Description	Consultant's request for modification	NCRPB Reply
25.	<p>TOR Clause No.3.2.4.1, Page no. 35 of 78</p> <p>Section 3, Information to Bidding Entities Clause (xxi) Page No.11 of 78</p> <p>Section 3, Information to Bidding Entities Clause (xxii), Page No. 11 of 78</p>	<p>The assignment duration for consulting services as stated above is 48 weeks</p> <p>Performance guarantee @ 05% of contract value valid for period of 18 months beyond the approval of final report and six months beyond end of contract (including extended contract) whichever is later shall be submitted by successful bidding entity within 07 days of LoA acceptance or before contract signing, whichever is earlier, but in any case, before signing of contract.</p> <p>The successful entity will also be required to take out an insurance within 07 days of LOA acceptance or before contract signing whichever is earlier. 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.</p>	<p>As per Cl. (xxi) the PG needs to be submitted for up to 18 months beyond the approval of final report and six months beyond end of contract. Further, as per Cl.(xxii), the Professional Liability Insurance is valid for 24 months after final approval of Report by Client. Whereas the duration of the project as per the scope of work is 34/48 weeks</p> <p>It is requested to kindly mention the limitation of the Consultant's liability to be maximum up to the contract price and the duration of such liability shall be the duration of the consultancy contract for the project.</p>	<p>Not agreed</p> <p>Further, the description given by the consultant of clauses attributed to ITB under revised RFQ cum RFP dated 16.01.2025 is factually incorrect. Therefore, consultant is advised to again refer document uploaded on 16.01.2025</p> <p>Furthermore, the following changes are now made in para 3.1 (xxi)</p> <p>The sentence <i>"In any case, performance guarantee has to be duly submitted before release of first stage of payment."</i> is hereby deleted from para 3.1 (xxi)</p>

28.01.2025

Sd/-
Director (A&F)