National Capital Region Planning Board Ministry of Housing and Urban Affairs Government of India India Habitat Centre, Lodhi Road, New Delhi

Minutes of the Meeting

Pre-bid Meeting for Queries related to RFQ-cum-RFP for Preparation of Functional Plan as per Regional Plan-2041 proposals for National Capital Region Area for "Water Management and Waste Management"

Date	17 December 2024			
Time	10:30 AM onwards			
Agenda	Pre-bid meeting to clarify consultants queries related to RFQ-cum-RFP uploaded on NCRPB's website for preparation of Functional Plan on "Water Management and Waste Management"			
Venue	Maple Hall, India Habitat Centre, Lodhi Road, New Delhi.			
Participants	Consultants NCR Planning Board			
	1. Shri Dipankar Dutta, General Manager, Tata Consulting1. Shri Jugmohan Singh, Chief Regional planner – In Chair			
	Engg. Ltd.2. ShriAnubhavChoudhary,2. Ms.MahakAgarwal,Director (A&F)			
	Manager, Tata Consulting Engg. Ltd.3. Shri Tarun Jain, Joint Director (Tech.)			
	3. Shri Vishwanath R. Bali, (EY) 4. Shri Mukesh Yadav, Joint Director (Tech.)			
	4. Shri Saurabh Aggarwal, AVP, EY 5. Shri Nabil Jafri, Dy. Director (Tech-GIS)			
	6. Shri Ajitabh Saxena, Finance & Accounts Officer			
	7. Shri Shireesh Sharma, Assistant Director (Finance) / DDO			
	8. Shri Ashok Kumar, Assistant Director (Estt.)			
	9. Shri Sheshant Singh, Planning Assistant			
	10. Shri Bipradip Das, Young Professional			
	11. Shri Rameshwar Malviya, Young Professional			

- 1 Pre-bid Meeting for Queries regarding preparation of Functional Plan on Water Management and Waste Management under upcoming RP- 2041 was held under the Chairpersonship of Chief Regional planner, NCRPB, at Maple room, India Habitat Centre, Lodhi Road, New Delhi. A copy of Revised RFQ-cum-RFP Document was presented/discussed. (Copy enclosed)
- 2 Chairperson welcomed all participants and consultants. This is followed by discussion over queries shared by the Consultants via Emails. Point by point Consultants asked their queries related to Revised RFQ-cum-RFP for Preparation of Functional Plan for National Capital Region Area for "Water Management and Waste Management" and NCRPB address all the queries.
- 3 After the above detailed discussion, following decisions were taken:
 - i). During discussion, the Tata Consulting Engineers. Ltd. and Ernst & Young requested for additional time to review the revised RFQ-cum-RFP for Preparation of Functional Plan for "Water Management and Waste Management".
 - ii). The Chair advised participating consultants to share their queries in writing through email by the evening.

The meeting ended with vote of thanks to the Chair.

4 Pre- Bid Queries received from various perspective bidders (till 17.12.2024) and NCRPB's reply/ clarifications on the same are placed at **Annexure-I**.

ANNEXURE-I

Functional Plan for Water Management and Waste Management

Pre- Bid Queries received from various perspective bidders (till 17.12.2024) and NCRPB's reply/ clarifications

1. Ernst & Young LLP, email dated 16.12.2024

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
1.	Page No. 10 Clause 3.1 (vi)	In case, a bidding entity is applying for more than one Functional Plan preparation 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) being prepared by NCRPB under the provision of NCR-DRP/ RP 2041.	We kindly request your consideration to allow the submission of letters of priority after the declaration of results for firms applying for multiple positions. This modification will enable firms to make informed decisions based on the outcome of the bidding process.	Regret. No change. Refer updated document dated 16.12.2024.
2.	Page No. 17 Clause 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.	As per clauses 3.6.4 and 3.10.3(b), the bid document is to be submitted in PDF format . However, clause 3.12 specifies the mode of submission as a printed form along with a PDF version of the qualification details and technical presentation on a CD/DVD. We kindly request clarification on the exact mode of submission for the bid document to ensure compliance with the requirements. Additionally, we request clarification on whether, in the case of submission in PDF format, the documents should be sent via email to the address specified in the tender documents.	Refer updated document dated 16.12.2024.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
3.	Page No. 20 Clause 3.14.3 (iii) Evaluation Criteria for Technical Proposal	Similar Assignment or Studies: (a1) 03 marks per Study/ consultancy work related to integrated water and drainage in last ten years for cities with population above 05 lakhs as per 2011 Census.	Considering that the Functional Plan is to be prepared for an area of 55,035 sq. km, which is significantly larger than any city with a population above 5 lakhs, we believe that firms with state-level experience are better suited to undertake this assignment compared to firms with city-level experience.	PMC is not eligible, as study/ consultancy for requirements of this RFP.
		above 05 fakils as per 2011 Census.	Given the geographical scope of this tender, we suggest that emphasis should be placed on consultancy assignments comparable to the NCR region rather than on population criteria.	
			In line with recent market trends over the last 10 years, under schemes such as AMRUT, AMRUT 2.0, and Smart City initiatives, State Mission Management Units (SMMU) and Project Management Units (PMU) act as nodal agencies for water supply and sanitation projects at the state level. The work undertaken by SMMU/PMU is comparable in scope to the services outlined in this RFP.	
			Thus, we request you to modify this clause as: 03 marks per study or consultancy experience such as Preparation of DPR/Feasibility Studies/Project Management Units/State Mission Management Units related to integrated water and drainage projects within the last ten years for cities or states. Additionally, we kindly request clarification on whether the assignments to be considered under this criterion include only completed (within last 10 years preceding the bid due date) assignments or if both completed (within last 10 years preceding the bid due date) and ongoing assignments will be considered.	

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
4.	Page No. 20 Clause 3.14.3 (iii) Evaluation Criteria for Technical Proposal	(a2) 02 marks per Study/ Consultancy work related to sanitation and/or liquid waste management in last ten years for cities with population above 05 lakhs as per 2011 Census.	Considering that the Functional Plan is to be prepared for an area of 55,035 sq. km, which is significantly larger than any city with a population above 5 lakhs, we believe that firms with state-level experience are better suited to undertake this assignment compared to firms with city-level experience.	PMC is not eligible, as study/ consultancy for requirements of this RFP.
			Given the geographical scope of this tender, we suggest that emphasis should be placed on consultancy assignments comparable to the NCR region rather than on population criteria.	
			In line with recent market trends over the last 10 years, under schemes such as AMRUT, AMRUT 2.0, and Smart City initiatives, State Mission Management Units (SMMU) and Project Management Units (PMU) act as nodal agencies for water supply and sanitation projects at the state level. The work undertaken by SMMU/PMU is comparable in scope to the services outlined in this RFP.	
			Thus, we request you to modify this clause as:	
			02 marks per study or consultancy experience such as Preparation of DPR/Feasibility Studies/Project Management Units/State Mission Management Units/Technical Assistance related to sanitation and/or liquid waste projects within the last ten years for cities or states.	
			Additionally, we kindly request clarification on whether the assignments to be considered under this criterion include only completed (within last 10 years preceding the bid due date) assignments or if both completed (within last 10 years preceding the bid due date) and ongoing assignments will be taken into account.	

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
5.	Page No. 20 Clause 3.14.3 (iii) Evaluation Criteria for Technical Proposal	(a3) 02 marks per Study / consultancy work related to solid waste and/or legacy waste management in last ten years for cities with population above 05 lakhs as per 2011 Census.	Considering that the Functional Plan is to be prepared for an area of 55,035 sq. km, which is significantly larger than any city with a population above 5 lakhs, we believe that firms with state-level experience are better suited to undertake this assignment compared to firms with city-level experience.	PMC is not eligible, as study/ consultancy for requirements of this RFP.
			Given the geographical scope of this tender, we suggest that emphasis should be placed on consultancy assignments comparable to the NCR region rather than on population criteria.	
			In line with recent market trends over the last 10 years, under schemes such as Swatch Bharat Mission and Smart City initiatives, State Mission Management Units (SMMU) and Project Management Units (PMU) act as nodal agencies for solid waste management projects at the state level. The work undertaken by SMMU/PMU is comparable in scope to the services outlined in this RFP.	
			Thus, we request you to modify this clause as: 02 marks per study or consultancy experience such as Preparation of DPR/Feasibility Studies/Project Management Units/State Mission Management Units/Transaction Advisory related to sanitation and/or liquid waste projects within the last ten years for cities or states.	
			Additionally, we kindly request clarification on whether the assignments to be considered under this criterion include only completed (within last 10 years preceding the bid due date) assignments or if both completed (within last 10 years preceding the bid due date) and ongoing assignments will be considered.	

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
6.	Page No. 20 Clause 3.14.3 (iii) Evaluation Criteria for Technical Proposal	(a4)03 Plan formulation for cities based on GIS above 10 lakhs of population as per 2011 Census (up to maximum 05 marks).	As per Note (ii) on Page 21, higher weightage is assigned to bidding entities with consultancy experience in a state or geographical area comparable to the NCR. Considering the emphasis on the geographic area covered under consultancy assignments, we kindly request that state-level consultancy experience also be considered, and the population criteria be removed.	GIS mapping alone is not equivalent to GIS based plan formulation. Please refer updated RFP document dated 16.12.2024.
			Thus, we request you to modify this clause as:	
			03 marks per GIS Plan formulation/State Level GIS Mapping for cities/states based on GIS above 10 lakhs of population (for cities) as per 2011 Census.	
			Additionally, we kindly request clarification on whether the assignments to be considered under this criterion include only completed (within last 10 years preceding the bid due date) assignments or if both completed (within last 10 years preceding the bid due date) and ongoing assignments will be considered.	
7.	Page No. 22 Clause 3.15.7	The Contract period including handholding period shall be One year from the date of the approval of the final report unless extended by the parties mutually.	As per our understanding, the time period for finalizing the Functional Plan is 34 weeks, followed by one year of handholding support to the states from the date of approval of the final report. Kindly confirm if this understanding is correct.	Please refer updated RFP document dated 16.12.2024.
8.	Page No. 35 Table 3: Qualifications and Responsibilities of Key Experts	Hydrology/Groundwater Expert Master's degree in hydrology/ water resources/ geo- hydrology or equivalent over a Bachelor's degree in civil engineering or equivalent; and with 10 years of general experience and 07 years of specific experience in assessment of ground water resources, exploration, quantification and estimation of ground water potential and usage.	We kindly request you consider Master's in Applied Geology over a Bachelor's Degree in Science or equivalent also. Thus, we request you to modify this clause as: Master's degree in hydrology/ water resources/ geo- Hydrology/applied geology or equivalent over a Bachelor's degree in civil engineering/science or equivalent; and with 10 years of general experience and 07 years of specific experience in assessment of ground water resources, exploration, quantification and estimation of ground water potential and usage.	Regret. No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
9.	Page No. 40 Clause 3.15.13	Section 5 - Qualification -Standard Forms I/We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated 	As per our understanding the year shall be 2024 instead of 2022. Please clarify.	Please refer updated RFP document dated 16.12.2024.
10.	Page No. 42 Section 5 D	Relevant Experience of the consulting Firm.	We kindly request clarification on whether the assignments to be mentioned in this section are the same as those provided under the evaluation criteria outlined in clause 3.14.3.	Yes. Please refer updated RFP document dated 16.12.2024.
11.	Page No. 42 4F	4F. Write-up on the topic "Functional Plan and its relevance in overall Regional Planning and development of NCR" in about 1000 words.	As per our understanding the section shall be 5F Kindly Confirm.	Yes. Please refer updated RFP document dated 16.12.2024.
12.	Page No. 43 6b(i)	Relevant services carried out in the last five years that best illustrate qualifications.	As per clause 3.14.3 - Technical Evaluation Criteria, relevant experience of the firm for the last 10 years is considered for evaluation. Kindly clarify whether the relevant service experience to be provided should be for the last 5 years or 10 years.	Please refer updated RFP document dated 16.12.2024.
13.	Page No. 22 Clause 3.15.12	Non- Disclosure Agreement has to be signed by the selected consultant before signing the contract agreement including a mandatory two year cooling off period post the completion of the project, if consultant is intended to join foreign Missions/ firms/ think tanks.	We request you to delete this clause and replace with the following clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce	Regret. No change.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
			the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
14.	Page No. 11 Clause 3.3 of Standard Form of Contract	Confidentiality The Consultant, their Sub- consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information/documents relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.	We request you to delete this clause and replace with the following clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	Regret. No change.
15.	Page No. 23 Clause 3.17.3 – Other Conditions of Payment	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	We kindly request that the maximum penalty for delays in services be capped at 5% instead of 10%. Accordingly, we request you to modify this clause as: 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 5% of the total contract price	Regret. No change.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
		delayed, subject to an overall ceiling of 10% of the total contract price		
16.	Page No. 12 Clause 3.7 of GCC - Documents Prepared by the Consultant to be the Property of the Client	All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be as specified in clause 3.2.2.	We request you to modify this clause as: The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them). The Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.	Regret. No change.
17.	New Clause Limitation of Liability		We kindly request the inclusion of the following clause on Limitation of Liability: Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Regret. No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
18.	New Clause Immediate		We kindly request the inclusion of the following clause on Immediate Termination:	Regret. No change.
	Termination		The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	
19.	New Clause Internal Use		We kindly request the inclusion of the following clause on Internal Use:	Regret. No change. However, Intellectual
			Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client's organization.	Property Rights of the same will also be of the client.
20.	Page 4, Notice Inviting Tender	Last date & time of submission of Bid : 16th January 2025 : 05.00 PM	We request you to provide at least four weeks of extension from the date of issue of the addendum / corrigendum. The bidders must be allowed adequate time to submit a comprehensive response to the bid.	Regret. No change.

2. TRACTEBEL ENGINEERING PVT. LTD., email/ letter dated 16.12.2024

S.No.	•	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
1.	Page 20 of 53 3.14.3 Evaluation of Technical Proposals	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.	A company's turnover, or revenue, indicates its financial health and stability. Higher turnover suggests that the company has a steady income stream, which can be reassuring to clients or stakeholders looking for reliable partners. A higher turnover often means the company has the resources and experience to manage significant contracts, which is essential in competitive bidding. We request to kindly modify the clause as: Average Audited Turnover of the Bidding Entity /	Regret. No change.
			Consortium Lead of at-least 03 of last five consecutive	

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
			financial years should be minimum Rs. 50.00 Crore per year. Kindly Accept.	
2.	Page 20 of 53 3.14.3 Evaluation of Technical Proposals	(a4) 03 Plan formulation for cities based on GIS above 10 lakhs of population as per 2011 Census (upto maximum 05 marks)	The criteria may restrict many companies in participating. As, most of the companies have Plan formulation work but it not necessarily GIS based. We request to kindly modify the clause as: (a4) 03 Plan formulation for cities based on GIS above 7 lakhs of population as per 2011 Census (upto maximum 05 marks)	Regret. No change in this monetary parameter. However, refer updated RFP document dated 16.12.2024.
3.	Page 15 of 53 3.6.6 Earnest Money Deposit (EMD)	Bidding entity (except Micro and Small Enterprise (MSE) as defined in MSE procurement policy by MSME, Registration Certificate of which needs to be enclosed with the Bid) shall submit Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rs. Three lakh) for Functional Plan for Water Management and Waste Management in the NCR- 2047, through RTGS/NEFT/DD.	We request to kindly allow Earnest Money Deposit (EMD) to be submitted in the Form of Bank Guarantee. Reference format for the same is enclosed as Appendix - 1.	Regret. No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
4.	Document Reference Page 30 of 53 5. DELIVERABLES	S. Stage Deliverables Report/ mode No. opies Schedule (point (from date) by executed by execute	We understand that for all the stages of Report/Deliverables, as per the standard process the Approval will be provided in 7 working days. Kindly Confirm	Reply/Clarifications Regret. No change.
5.	Page 14 of 53 3.4 Procedure for Monitoring C Review of the Assignment	 (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. 	 The penalty levies is too high any may demotivate the bidders. We request to kindly modify the clause as: (iii) In case of delay in submission of the above mentioned deliverables as per given schedule, a penalty of 0.25% per week of delay subject to maximum of 5% 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 5% of the payment due in this regard to the successful bidding entity. Kindly Confirm. 	Regret. No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
6.	Document Reference Page 32 – 39 Table 3: Qualifications and Responsibilities of Key Experts	S. Expertise 1 Urban/ Regional Planner (Team Leader) Water Sector Expert (Deputy Team) 2 Leader) Sanitation and Wastewater Management 3 Sanitation and Wastewater Management 4 Drainage/ Flood Management Expert 5 Hydrology/ Groundwater Expert 6 Solid Waste Management Expert 7 GIS Expert 8 Legacy Waste Remediation Expert 9 Water Supply Engineer 10 Sanitation and Wastewater Engineer 11 Drainage Engineer 12 Solid Waste Engineer	We understand that for all these experts overall experience from his/her Graduation will be calculated. Provided such experts must have master degree/post-graduation degree as per their respective criteria. Kindly confirm our understanding	Reply/ClarificationsRegret. No change.This not a correctinterpretation.Experience will becounted from afterachieving requirededucationalqualifications.
7.	General	Limit to Liability	There is no limitation of liability clause limiting Consultant's liability. This exposes Consultant to unlimited liability and thus, makes the contract terms onerous. It is, therefore, requested that the following clause on limitation of liability is added:Not withstanding any other clause to the contrary under this Contract, Consultant's total maximum aggregate liability under and in connection with this Contract shall be limited to one hundred percent (100%) of the Contract Price paid. Neither Party shall be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of production, loss of contract, loss of goodwill or business, third party punitive damages, loss of financing expenses (including 	Regret. No change. Not accepted.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
			it cannot be excluded by law or (ii) for deliberate breach	
			or deliberate default."	
			Kindly include.	
8.	Page 4 of 53	Last date C time of submission of	As per the standard industry practice, we request to	Regret. No change.
		Bid - 16th January 2025 : 05.00	kindly allow Last Date for uploading of Tender	
	Tender Schedule	PM	documents to be 15 working days from the date of	
			Publication of response to Pre- Bid queries.	
			Kindly confirm	

3. M/s. TATA Consulting Engineers Limited, email dated 16.12.2024 and 17.12.2024

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
1.	Notice Inviting Tender	Earned Money Deposit: Rs.	Please consider Earnest Money Deposit (EMD) in the	No BG acceptable for
	Clause 4 on Page 5 of	3,00,000/- (Rs. Three lakh) for	form of Bank Guarantee and we also request you to	EMD. Refer updated
	53.	Preparation of the Functional Plan	share the Bank Guarantee (BG) Format.	document dated
		for Water Management and Waste		16.12.2024.
		Management in the NCR- 2047.		
2.	Section- 2: Aims &	(ii) Letter of Award (LoA) for work	There seems some contradiction between the	Refer updated document
	Objectives	will be limited to maximum two	two statements. Please clarify whether we need to	dated 16.12.2024.
	Clause No. 2.1 Page	Functional Plans for a single	submit the proposal for single functional plan or	
	No. 7 of 53.	bidding entity for the Functional	both functional plans (Part A and Part B) mentioned	
	Section-3: Information	Plans being prepared by NCRPB	in RFP.	
	to	under the provision of NCR-DRP/		
	Bidding Entities	RP 2041. As per the priorities		
	Clause No. 3.1 Page	indicted in the submissions by the		
	No. 10 of 53.	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.		
		(vi) In case, a bidding entity is		
		applying for more than one		
		Functional Plan preparation		

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
		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) being prepared by NCRPB under the provision of NCR-DRP/ RP 2041.		
3.	Section-2: Aims & Objectives Clause No. 2.4 Page No. 9 of 53.	- Standard Form of Contract.	Please share the Standard Form of Contract for this Consultancy assignment.	Refer updated document dated 16.12.2024.
4.	Section-3: Information to Bidding Entities Clause No. 3.1 Page No. 10 of 53.	 (v) The bidding entities should submit their bids separately for each Functional Plan proposal, in the prescribed format, in 03 separate sealed envelopes with regard to following: a) Qualification documents (Proof of Profit Making & EMD) b) Technical Proposal c) Financial Proposal 	 Please clarify whether we need to submit 2 separate proposals for each Functional Plan with separate envelopes with regard to following: a) Qualification documents (Proof of Profit Making & EMD) b) Technical Proposal c) Financial Proposal 	Refer updated document dated 16.12.2024.
5.	Section-3: Information to Bidding Entities Clause No. 3.1 Page No. 10 of 53.	(xi) The Client will provide the data/ reports available with NCRPB. Collecting any other information relevant to the assignment will be the responsibility of the successful bidding entity. Client will provide the necessary introductory letter to get the information from other concerned agencies / departments, wherever applicable.	The scope is limited to collection of secondary data available from various agencies/departments. Survey and other investigations are not included in consultant's scope. Please confirm.	Scope includes primary and secondary data. Consultant has to follow global best practices.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
6.	Section-3: Information to Bidding Entities Clause No. 3.2 Page No. 13 of 53.	The processing time of the payment will be 90 days for final payment and 45 days for all other payments.	We request you to make consultant's payment within 30 days on receipts of invoices and within 45 days for final payment. Kindly consider.	Refer updated document dated 16.12.2024.
7.	Section-3: Information to Bidding Entities Clause No. 3.2 Page No. 13 of 53.	Note: (vi) 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.	Please confirm the time period for getting the approval on the Functional Report.	Refer updated document dated 16.12.2024.
8.	Section-3: Information to Bidding Entities Clause No. 3.9.3 Page No. 17 of 53.	The Financial Proposal should clearly identify, as a separate subset of total quoted amount, the applicable taxes (including GST, social security, etc.), duties, fees, levies, and other charges imposed under the applicable law. This shall be inclusive in the financial proposal.	Kindly clarify whether GST is applicable for this consultancy assignment.	Consultancy should include GST as applicable.
9.	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 20 of 53.	 (iii) Evaluation Criteria for Technical Proposals is as under: SI. No. 2. Similar Assignments / Studies (a1) 03 marks per Study/consultancy work related to integrated water and drainage in last ten years for cities with population above 05 lakhs as per 2011 Census. (a2) 02 marks per Study/Consultancy work related to sanitation and/or liquid waste management in last ten years for 	Assignments/Projects that include PMC are also eligible for evaluation criteria. Please confirm.	Study or similar consultancy only is eligible. Hence PMC not eligible.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
		cities with population above 05 lakhs as per 2011 Census.		
10.	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 20 of 53.	 iii) Evaluation Criteria for Technical Proposals is as under: Sl. No. 2. Similar Assignments / Studies (a3) 02 marks per Study /consultancy work related to solid waste and/or legacy waste management in last ten years for cities with population above 05 lakhs as per 2011 Census. 	We understand that consultancy experience for standalone waste-to-energy and scientific landfill projects, as part of Solid Waste will be considered. Kindly clarify.	As above in Sl. No. 9.
11.	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 20 of 53.	 iii) Evaluation Criteria for Technical Proposals is as under: SI. No. 2. Similar Assignments / Studies (a4) 03 Plan formulation for cities based on GIS above 10 lakhs of population as per 2011 Census (upto maximum 05 marks) 	We understand that sanitation, water, drainage, and SWM projects will fall under this category. However, you have stated a maximum of 5 marks in the criteria, while the maximum marks column indicates 9 marks, which presents a discrepancy. Kindly confirm.	Refer updated document dated 16.12.2024.
12.	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 20 of 53.	 (iii) Evaluation Criteria for Technical Proposals is as under: SI. No. 2. Similar Assignments / Studies (b) Value of Consultancy Assignments (Maximum 05 consultancy) Below Rs. 25 lakh – (01 marks per Assignment) More than Rs. 25 lakh upto Rs. 50 lakh – (1.5 marks per Assignment) Above Rs. 50 lakh – (02 marks per Assignment) 	We understand that consultancy work related to water, drainage, liquid waste, and solid waste management will be considered for this criterion. Kindly confirm the same	As above in Sl. No. 9.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
10	Document Reference			Reply/Clarifications
13	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 21 of 53.	Note: (iii) The selected bidding entity has to ensure the deployment of proposed Key Professionals mentioned above for the completion of allocated assignment under this tender till the approval of final stage of this assignment.	This assignment is based on deliverables, and bidders are also requested for a financial quote in lump sum and payment is linked with deliverables. Therefore, we feel that full time deployment of all 12 personnel may not be required. In case it is mandatory, please confirm the man- months of each expert. Kindly clarify /confirm.	Refer updated document dated 16.12.2024.
14.	Section-3: Information to Bidding Entities Clause No. 3.15 Page No. 22 of 53.	3.15.11 The Functional Plan must align with and complement the overall policies and proposals of the NCR Draft Regional Plan 2041.	Please clarify whether the Functional Plan shall be limited to Water and Waste Management areas only in the RFP. Kindly confirm.	Functional Plan should confirm to RFP requirements, which include related provisions of all chapters of RP- 2041.
15.	Section-4: Terms of Reference Clause No. 2 Page No. 25 of 53	 2.1 The consultant must ensure the incorporation of provisions outlined in Chapter 7 (Water, Drainage, and Sanitation) and other relevant provisions of all chapters of the NCRPDRP/RP-2041 into the Functional Plan (FP) appropriately. 2.2 In addition to above, the major focus areas of Functional Plan for Water Management and Waste Management are as follows: • Water Management • Ground Water • Drainage • Cleaning of rivers, drains, canals waterways etc. • Rejuvenation and restoration of waterbodies • Urban Flooding • Liquid Waste Management • Solid Waste Management • Extended Producer 	Please confirm that the functional Plan shall focus on Water Management and Waste Management only (as per the detailed task section and chapter 7 of draft RP-2041) and not on other sectors that are mentioned in draft Regional Plan 2041.	Functional Plan should confirm to RFP requirements which include related provisions of all chapters of RP- 2041.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
		Responsibility and Circular Economy • Use of Technology including for citizen friendly utilities and efficiency of monitoring.		
16.	Section-4: Terms of Reference Clause No. 2 Page No. 25 of 53.	2.2 Legacy Waste Management	Do we also need to prepare a functional plan for the Bio- mining/ remediation of existing dumpsites falling under NCR region? Kindly confirm.	RFP document require remediation strategies for legacy based in NCR.
17.	Section-4: Terms of Reference Clause No. 4 Page No. 28 of 53.	4.1 Stage 1: Inception(ii) Current situation assessment.	We understand that existing assessment of entire value chain and identification of gaps will be done by using the available secondary data, reports and consultations. Reconnaissance survey and field investigations are not needed. Kindly confirm.	Refer updated document dated 16.12.2024.
18.	Section-4: Terms of Reference Clause No. 5 Page No. 29 of 53.	Table 1: Details of Milestones/ Deliverables: Reports/ Timing S.No.2: Interim Report – 12 weeks S.No.3: Draft Final Report (including observations and suggestions) – 11 weeks	Request you to extend the duration of the assignment for Interim and Draft Final Report, as data collection is a time taking process from various agencies and departments. Also the assignment requires lot of research work national as well as international.	Refer updated document dated 16.12.2024.
19.	Section-4: Terms of Reference Clause No. 5 Page No. 31 of 53	Note: (iii) The payment will become due on approval of the stage report and on raising of bills/invoice by the selected consultant 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 understand that the submitted reports will be approved within 30 days, for the release of payments. Please confirm.	Refer updated document dated 16.12.2024.
20.	Section-4: Terms of Reference Clause No. 6 Page No. 31 of 53.	Table 2: Team Composition for Consulting Firm	Full time deployment of all the team members (12 personnel) are sought by the client. Kindly confirm the man- months to be required for each expert.	Regret. No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
21.	Document Reference Section-4: Terms of	Table 3: Oualifications and	Kindly amend the qualification criteria for this position	Reply/Clarifications
21.	Reference	C C	by also including bachelor's degree in mechanical/	Regret. No change.
	Clause No. 6	Responsibilities of Key Experts:	chemical/ environment/ any stream.	No change.
	Page No. 36 of 53.	6. Solid Waste Management Expert:	chemieur environment, any stream.	
		Master's degree in		
		environmental or civil engineering or		
		equivalent over a Bachelor's degree in		
		civil engineering or equivalent; and		
		with 10 years of general experience		
		and 07 years of specific experience in		
		urban infrastructure and a strong		
		background in municipal solid waste		
		management. Prior experience with		
		advisory and technical support to urban		
		local bodies in the planning and design		
		of solid waste management systems		
		throughout the value chain (collection,		
		transfer/ transport, recycling, treatment		
		and disposal), and demonstrated		
		excellent knowledge of state and		
		national relevant regulations as well as		
		international best practices is required.		
22.	General.	Legal Clauses.	We request you to include the following Legal clauses:	Regret.
			• No Party shall be liable for anything done or omitted to be	No change.
			done by it in connection with the performance of any duties	
			or responsibilities consultants under this Contract, except	
			for its' own wilful misconduct or as expressly provided by	
			applicable law.	
			The Disputes which could not be mutually resolved in	
			reasonable time shall be resolved through binding	
			Arbitration to be conducted under Indian Arbitration and	
			Conciliation Act,	
			1996.	
			1770.	

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
	Document Reference		Either Party shall indemnify the other Party and its officers,	Reply/ Clarineations
			directors, employees or agents against the adverse effects of	
			all claims including claims by third parties which arise out	
			of or in connection with this Agreement	
			including any made after the completion or the termination	
			of this Agreement.	
			Any work done in addition to the agreed scope of work shall	
			be charged extra.	
			The successful consultant may Suspend its' Services under	
			the Contract if it is not paid as per the Terms and Conditions	
			of this Contract. If such Suspension continues for 30	
			calendar days, Consultant may terminate this Contract.	
23.	General.	Legal Clauses.	The Consultant to have rights to terminate the agreement	Refer updated document
			in the following instance:(i) If the client (NCRPB) fails to	dated 16.12.2024.
			make the payment to the consultant within thirty (30) days	
			from the date of the invoice. AND (ii) If the client (NCRPB)	
			becomes insolvent, is placed into administration,	
			receivership, or liquidation, commences proceedings to be	
			wound up, enters into any	
			voluntary arrangement with its creditors, or on the	
			happening of any similar event according to the laws of its	
			domicile.	
24.	General.	Legal Clauses.	Kindly consider Including the following in the Format of	Refer updated document
			Agreement Schedule:	dated 16.12.2024.
			VALIDITY OF COMPENSATION - Consultant's	
			compensation under the Agreement is valid till(Date).	
			If Project gets extended beyond such date for reasons not	
			attributable to Consultant, Consultant's compensation for	
			balance scope of Project shall be escalated at% per	
			annum year on year.	
25.	General.	Legal Clauses.	Kindly consider including the following in the format of	Regret.
		-	Agreement Schedule:	No change.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Bonky/Clarifications
	Document Kelerence		INDEMNITY - Either Party shall indemnify the other	Reply/Clarifications
			Party and its officers, directors, employees or agents against	
			the adverse effects of all claims including claims by third	
			parties which arise out of or in connection with this	
			Agreement including any made after the completion or the	
			termination of this Agreement.	
26.	General.	Revisions/Variations & Deliverables	Kindly include the information on: A total of no. of	Regret.
		clause.	engineering revisions and a total ofno. of deliverables	No change. No
			is considered in Contract Value. Any additions to it for	variations.
			reasons not attributable to consultant shall be charged extra.	
27.	General.	General.	Kindly consider Including the following in the Format of	Regret.
			Agreement:	No change. No
			Consultant deliverables should be accepted /commented	variations.
			upon within 30 days since Consultant submits the same. In	
			the event of non-confirmation in such stated time, the	
			deliverables shall be deemed accepted & will automatically	
			become eligible for full payment.	
28.	General.	General - Limitation of Liability.	A "Limitation of Liability" clause as per the below is	Regret.
			suggested:	No change.
			"The overall total liability of Consultant arising out of this	
			Agreement for any reason whatsoever including for the	
			conclusively proved faulty engineering Services and for the	
			delay as stated above, shall be limited to 5 per cent of	
			Consultant's compensation."	
29.	General.	General - Additional Services.	An "Additional Services" clause is suggested as below:	Regret.
_>.	General.	Scherur Fridational Schrees.	Any services performed by The Consultant beyond the	No change.
			agreed scope in the Contract shall be charged extra.	C C
			Please confirm.	
30	Last date and time for	16.01.2025, 17:00 hours.	We request you to consider the proposal submission date to	Regret.
50	receipt of Tenders.	10.01.2020, 17.00 Hours.	be 23^{rd} January 2025.	No change.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
31.	Section-3: Information to Bidding Entities Clause No. 3.15 Page No. 22 of 53.	3.15.2 Some changes/modifications are also expected in the draft Regional Plan 2041 as published on NCRPB website. These changes, if available before finalizing the bid, will be considered and communicated to the successful bidder during the exercise of preparation of Functional Plan.	The date of publication/notification of Final Regional Plan 2041 is not yet disclosed. Please confirm as this will impact the deliverables & probable reworkings.	Refer updated document dated 16.12.2024.
		3.15.3 The final approval on Draft Functional Plan prepared by the successful bidder will be accorded only after notification/publication of the final Regional Plan 2041 for NCR.		
32.	Section-4: Terms of Reference Clause No. 2.5 Page No. 26 of 53.	Output 2: Handholding Support for one year after approval of Functional Plan for onboarding the states for implementation of FP.	Please clarify the scope of services required to be undertaken during this stage, for effective effort estimate.	Refer updated document dated 16.12.2024.
33.	Section-3: Information to Bidding Entities Clause No. 3.2 Page No. 13 of 53.	Note (viii) Success fee for completion within stipulated time -	We understand that the time required for presentation, review & successive resubmission (incorporating the comments) if any is not considered under the purview of 31 weeks. Please confirm.	Refer updated document dated 16.12.2024.
34.	Section-3: Information to Bidding Entities Clause No. 3.3 Page No. 14 of 53.	(ii) Atleast 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	Please clarify the tentative number of such workshops that will be required to handle by the consultant at his own cost. Also, confirm, if such workshops will be taking place in Delhi only.	Refer updated document dated 16.12.2024. Place of workshops could be restricted to Delhi. It may be any city within NCR and/or capital city/ headquarter of the NCR participating States.

S.No.	RFQ cum RFP Document Reference	Content of RFQ-cum-RFP	Points of Clarification	NCRPB Reply/Clarifications
		consultancy fee under the financial bid.		
35.	Section-4: Terms of Reference Clause No. 2.1 Page No. 25 of 53.	The Functional Plan on Water Management and Waste Management will be developed in four main stages while ensuring all activities outlined in the Detailed Task section, as illustrated in subsequent paragraphs, and in compliance with the provisions outlined in Chapter 7 (Water, Drainage, and Sanitation) and other relevant provisional of all chapters of the NCRP-DRP/RP-2041 into the Functional Plan (FP) appropriately.	Functional Plan on Drainage for NCR is already prepared in June 2016. Please clarify that the consultant needs to prepare the Functional plan with amendments/updation in line with the policies and proposals mentioned in the draft RP 2041 and Functional Plan on Drainage for NCR.	Functional Plan should comply to RFP requirements.
36.	Section-3: Information to Bidding Entities Clause No. 3.14.3 Page No. 20 of 53.	 (iii) Evaluation Criteria for Technical Proposals is as under: Sl. No. 2. Similar Assignments / Studies (a) Number of Studies (a1) 03 marks per Study/consultancy work related to integrated water and drainage in last ten years for cities with population above 05 lakhs as per 2011 Census. (a2) 02 marks per Study/Consultancy work related to sanitation and/or liquid waste management in last ten years for cities with population above 05 lakhs as per 2011 Census. (a3) 02 marks per Study /consultancy work related to solid waste and/or legacy waste management in last ten years for 	Assignments/Projects that include cluster of cities in a single work order are also eligible for evaluation criteria. Please confirm.	Study or similar consultancy only is eligible. PMC is not eligible.

S.No.	RFQ cum RFP	Content of RFQ-cum-RFP	Points of Clarification	NCRPB
	Document Reference			Reply/Clarifications
		cities with population above 05		
		lakhs as per 2011 Census.		
		(a4) 03 Plan formulation for cities		
		based on GIS above 10 lakhs of		
		population as per 2011 Census (upto		
		maximum 05 marks)		
37.	Section-4: Terms of	2.2 Extended Producer	Please clarify.	These are one of the focus
	Reference	Responsibility and Circular	·	areas, to be addressed in
	Clause No. 2	Economy.		the Functional Plan.
	Page No. 25 of 53.			
