



National Institute of Urban Affairs

1 Floor, Core 4B India Habitat Centre

Lodhi Road, New Delhi –110003

Dated: 04-04-2024

EOI FOR CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE UNDER THE CITIIS 2.0 PROGRAM - A CONSULTANCY FIRM FOR TRANSVERSAL EXPERTS

Replies to the Pre-Bid Queries and Extension of Date of Submission

S. No.	EOI Clause	Description as per EOI	Pre-bid queries	Replies / remarks
A	Development Enviroenergy Services Limited			
1	Evaluation and Qualification Criteria	Joint-Venture (JV) up-to three entities is allowed.	Please confirm our understanding that the evaluation of the EOI will be for the JV as a whole.	Yes, the evaluation of the EOI will be for the Joint Venture as a whole.
2	Evaluation and Qualification Criteria	Overall financial strength of the Consultant in terms of turnover for previous 3 years (FY 2022-23, FY 2021-20, FY 2020-19).	There is a discrepancy between the three years for which financial strength will be evaluated as mentioned under the heading Evaluation and Qualification Criteria and Tech Form 7. Please clarify which one is correct.	The para is modified as – Overall financial strength of the Consultant in terms of turnover for previous 3 years (FY 2020-21, FY 2021-22, FY 2022-23).
3	Evaluation and Qualification Criteria	Joint-Venture (JV) up-to three entities is allowed. In case of Joint-Venture, the Lead Member shall have a majority of at least 51 % share of interest in the JV Firm. A member of the JV Firm shall not be permitted to participate either in the individual	The evaluation criteria indicates - Joint-Venture (JV) up-to three entities is allowed. In case of Joint-Venture, the Lead Member shall have a majority of at least 51 % share of interest in the JV Firm. Please clarify whether the members of the JV is expected to be in the form of a separate	Grouping agreement is also acceptable.



		capacity or as a member of another JV Firm for this EOI.	company or if a grouping agreement would be acceptable.	
4	Evaluation and Qualification Criteria	On the last date of submission of the Proposal, the Consultant should not be blacklisted by Central Government/State Governments/Union Territories/PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The form for self – certified undertaking is attached in Tech Forms.	TECH FORM 2 is expected to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder. Please clarify if this requirement is applicable for international firms.	The undertaking on the letterhead of the company and signed by the authorised representative will also be accepted.
5	Evaluation and Qualification Criteria	Overall financial strength of the Consultant in terms of turnover and positive nett worth for previous 3 years (FY 2020-21, FY 2021-22, FY 2022-23)	TECH FORM 7 and TECH FORM 8 : Please clarify if a certification by a Chartered Accountant is required for international firms	Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the NIUA , for (FY 2020-21, FY 2021-22, FY 2022-23) to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids.



B Grant Thornton Bharat LLP				
1	Evaluation and Qualification Criteria and Standard Forms, Clause 1 Page 10 of 30	<p>Past Experience of the Consultant (track record) –</p> <ul style="list-style-type: none"> • Experience of working and/or offering technical assistance on integrated waste management promoting circular economy, preferably in India; • Management of time-bound, short term consultancy services, preferably multi-lateral donor-funded projects; • Management and review of feasibility and design studies for multi-sector, integrated urban development projects; • Experience in designing and leading capacity development activities and/or institutional development. <p>A summary of projects under each of the above category should be provided with relevant details like name of the client, amount of the contract/work order, date of start and completion and brief description of deliverables.</p>	<p>We request the authority to confirm the scoring mechanism for this criteria, in order for us to submit appropriate number of credentials.</p> <p>The following criteria may be considered for the purpose of evaluation:</p> <ul style="list-style-type: none"> • 4 - 6 relevant credentials – 15 marks • 7 - 10 relevant credentials – 25 marks • More than 10 credentials – 30 marks 	<p>No change, as per EOI.</p> <p>The summary of projects under each category should showcase adequate and relevant past experience.</p>
2	Evaluation and Qualification Criteria and Standard Forms, Clause 2	<p>Past Experience of the Consultant in the similar nature of assignments – The consultant should have undertaken minimum 3 assignments of providing consultancy services on integrated waste management amounting to at</p>	<p>As per our experience Infrastructure projects concerning waste management usually hold greater value compared to consultancy projects within this field. Therefore, in order to encourage greater involvement from top-tier</p>	<p>The para is modified as under</p> <p>-</p> <p>Past Experience of the Consultant in the similar nature of assignments – The consultant</p>



	Page 11 of 30	<p>least 1.5 crore during last 7 years from the date of EOI submission.</p> <p>Supporting Documents required – Copy of Contract / Work Order And Completion Certificates from the Client or Self-Certificate of Completed Assignment with relevant details on the letter head of the firm and certified by the Chartered Accountant.</p>	<p>consultancy firms, we kindly ask for a modification of the criteria as outlined below:</p> <p>Revised Clause Past Experience of the Consultant in the similar nature of assignments – The consultant should have undertaken minimum 3 assignments of providing consultancy services on waste management amounting to at least 50 lakhs during last 7 years from the date of EOI submission.</p> <ul style="list-style-type: none"> • 3 - 5 relevant credentials – 10 marks • 6 - 8 relevant credentials – 15 marks • More than 8 relevant credentials – 20 marks <p>We request the authority to confirm the scoring mechanism to be used for evaluation under this criteria</p>	<p>should have undertaken minimum 3 assignments of providing consultancy services on integrated waste management amounting to at least 50 lakhs during last 7 years from the date of EOI submission.</p> <p>Supporting Documents required – Copy of Contract / Work Order And Completion Certificates from the Client or Self-Certificate of Completed Assignment with relevant details on the letter head of the firm and certified by the Chartered Accountant.</p>
3	Evaluation and Qualification Criteria and Standard Forms, Clause 3 Page 11 of 30	General profile qualification, experience and number of key staff (individual CVs are not required).	We request the authority to confirm the scoring mechanism to be used for evaluation under this criteria	The scoring will be done based on the quality of the qualification, experience and number of the key staff. Scoring mechanism against individual CVs will be included in the RFP.
4	Evaluation and Qualification Criteria and Standard Forms, Clause 5	Professional affiliations and Quality Assurance Certifications, if any.	Requesting authority to kindly clarify scoring mechanism to be used for evaluation under this criteria.	Professional affiliations and quality assurance certifications of the proposed team will be assessed.



	Page 12 of 30			Details are to be mentioned in the Tech Form 6
5	Tech Form 6 - Profile Of Experts Page 28 of 30	Core Competencies and Additional Competencies	Currently only “ <i>Integrated Waste Management</i> ” has been provided as an example of Core competency in the concerned form. Thus, in order for us to submit most suitable profiles for evaluation, we request the authority to define the Core Competencies and Additional Competencies.	Please refer to the Operational guidelines for CITIIS 2.0 available on CITIIS website. Any further relevant provisions will be incorporated in the RFP.
6	Submission Date	Closing Date: 04-04-2024	Considering the significance of the project and upcoming festivals (i.e. Holi, Good Friday and Easter) we kindly request the authority an extension of the current submission deadline from 4 th April , 2024 to 11 th April, 2024 (i.e. 2 weeks from date of release of clarification – 28/03/2024). This extension of would greatly assist us in ensuring that our proposal is thoroughly detailed, well-structured, and aligned with the expectations outlined in the project requirements.	The date of submission has been extended to 15-04-2024.
C	IPE Global Limited			
1	Submission Date	Closing Date: 04-04-2024	We are very keen to pursue the tendered opportunity. As the submission is due on 4th April 2024, considering the quantum of work and collaboration required for the preparation of a quality proposal, we request to kindly reconsider and extend the submission date by a minimum of one (1) week.	The date of submission has been extended to 15-04-2024.
D	Ernst & Young LLP (Part A)			



1	Page no. 3 - Letter of Invitation / Clause 10	Date of submission – 04 th April 2024	We are very keen to participate in this EOI and we aim to propose the most suitable team of experts and showcase the experience for CITIIS 2.0. However, due to festive season and holidays in last week of March'24, we request authority to consider extending the date of submission by at least 3 weeks. This will enable us in collating a competitive and comprehensive proposal.	The date of submission has been extended to 15-04-2024.
2	Page no. 12 - Technical Proposal / Clause ii	Joint-Venture (JV) up-to three entities is allowed. In case of Joint-Venture, the Lead Member shall have a majority of at least 51 % share of interest in the JV Firm.	At the stage of EOI, our understanding with respect to projects / scope / deliverables / etc. is limited. We understand that more information and clarity will be provided by NIUA at RFP stage. Hence, requesting NIUA to relax the requirement for disclosure of 'percentage share of interest' of JV firms at EOI stage. However, the broad roles of the lead member and other consortium members will be mentioned and shared.	No change, as per EOI.
3	Page no. 10 – Technical Proposal/ Point no.1 in table Past Experience of the Consultant (track record)	Past Experience of the Consultant (track record)	Request you to kindly let the bidders the number of credentials/ projects need to be showcased under each sub-point. This will help in preparing a more focussed and concise proposal document.	No change, as per EOI. The summary of projects under each category should showcase adequate and relevant past experience.
4	Page no. 12 - Technical Proposal / Point 4 in table / P/L statement to be submitted		We understand that the turnover certificate shall suffice the financial capacity criteria. Also, P/L and net worth certificates are generally asked across works tenders. Hence, request you to kindly consider turnover certificate only.	No change, as per EOI. Scoring mechanism against financial capacity criteria will be included in the RFP.



5	<p>Page no. 14 - Check List / Table</p> <p>Certificate of net-worth (The Consultant should have positive Net Worth during previous 3 years) – Tech 8</p>		<p>We understand that the turnover certificate shall suffice the financial capacity criteria. Also, P/L and net worth certificates are generally asked across works tenders. Hence, request you to kindly consider turnover certificate only.</p>	<p>No change, as per EOI.</p> <p>Scoring mechanism against financial capacity criteria will be included in the RFP.</p>
6	<p>Additional Query</p>		<p>We understand that Power of Authority (PoA) for lead member will be required as part of the proposal. Hence, requesting NIUA to share the format for PoA for Lead member.</p>	<p>The format for the Power of Authority is attached as Annexure – I.</p>
7	<p>Additional Query</p>		<p>We understand that various projects have been identified for 18 shortlisted cities under CITIIS 2.0. To come up with most suitable pool of experts and partnership, we request NIUA to share the details of the identified projects.</p>	<p>The 18 shortlisted smart cities are –</p> <ol style="list-style-type: none"> 1. Agartala, 2. Agra, 3. Bareilly, 4. Belagavi, 5. Bilaspur, 6. Guwahati, 7. Jabalpur, 8. Jaipur, 9. Madurai, 10. Muzaffarpur, 11. New Town Kolkata, 12. Panaji, 13. Rajkot, 14. Srinagar, 15. Thanjavur, 16. Thiruvananthapuram, 17. Udaipur, 18. Ujjain <p>The projects will be based on integrated waste management promoting circular economy.</p>
8	<p>Additional Query</p>		<p>Please incorporate the following additional clause:</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this</p>	<p>No change.</p>



			<p>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.</p>	
9	Additional Query		<p>Please incorporate the following additional clause:</p> <p>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</p>	No change.



			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.	
10	Additional Query		Please incorporate the following additional clause: 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.	No change.
11	Additional Query		Please incorporate the following additional clause: 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.	No change.
12	Additional Query		Please incorporate the following additional clause:	No change.



			<p>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.</p> <p>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).</p>	
D	Ernst & Young LLP (Part B)			
1	9 Page No. 3	Bid end Date/Time 4 April 2024 17:00 hr IST	<p>We would like to mention that the time given (one week) for the submission of the proposal is too short from the Prebid clarification date onwards. This would not be enough for us to take due internal approvals to be able to submit the bid. We are committed to submitting a high-quality proposal that demonstrates a tailored and customized solution to the project's specific needs. To achieve this, additional time will be required.</p> <p>We request an extension of the date by at least for four (4) weeks time to 18th April 2024 for the final proposal submission to enable us to submit the bid. This request is in accordance with the procurement guidelines set forth by the AFD for International tenders.</p>	The date of submission has been extended to 15-04-2024.



2	Scope under Component 2 Page No. 9	<p>The expertise will be under the following (but not limited to) broad areas:</p> <ul style="list-style-type: none"> • Facilitating data-driven planning of climate action plans; • Support in preparing state and municipal climate budgeting plans; • Support the State in data integration on National Climate Data Observatory; • Building capacities of municipal functionaries; <p>Any other work assigned by the PMU.</p>	<p>Could you kindly confirm that the data required for the broad area by the Cities would be reviewed by NIUA PMU, and we do not have to generate any data on our own?</p>	<p>Brief scope of expertise have been described in the EOI.</p> <p>Detailed scope of assignment may be included in the RFP.</p>
3	F iii Page No. 8	Capitalization workshop	<p>Could you please confirm if the logistics and boarding for the capitalization workshop or any other workshops and outstation meetings will be directly covered by the contracting authority?</p>	<p>The payment terms and scope of deliverables including Financial Proposals will be included in the RFP.</p>
4	B Page No. 6	<p>The program shall ensure regional equity; at-least one city from each of the regions of the country, i.e., North, North-East, East, Central, West and South, shall be selected. A maximum of one project from a SPV shall be selected from each zone</p>	<p>Could you clarify whether the transversal experts are going to be full-time deployed on the project, will be based out of Delhi NIUA office?</p>	<p>Transversal Experts will be engaged based on specific assignments requested by the SPVs.</p> <p>It is not a full time deployment, they will not be based out of Delhi NIUA office.</p>
5	G i Page No. 8	Support required in feasibility study and DPR requirements	<p>Could you please provide more clarity on the nature of support that will be provided for feasibility studies and DPR updation?</p>	<p>Detailed scope of assignment may be included in the RFP.</p>



			<p>Specifically, in cases where additional data is required, will it be the transversal consultant's responsibility to gather this data on-site?</p> <p>Further, if could you specify if there is an established timeline for data collection and the subsequent updating of studies?</p>	
6	2 & 5 Page No. 2	Duration of project	What would be the minimum duration of this assignment? This shall help us to organize the resource planning better?	<p>The duration of the services is expected to extend up to 36 months depending upon the nature of the projects.</p> <p>Specific Work Orders will be issued within the Framework Agreement as per requirement.</p>
7	E Page No. 7	Climate Governance	Can you provide further clarification on the envisioned technical outcome in terms of climate governance framework at the State and City levels?	Detailed scope of assignment may be included in the RFP.
8	2 Page No.11	Past Experience of the Consultant in the similar nature of assignments	Could you please define Similar for us to be able to propose most suitable experts?	Similar assignments of providing consultancy services on integrated waste management.
9	G(i) Page No. 8	Support in the Knowledge Capitalisation process and assist the PMU in the knowledge management process	Could you please detail out the expectations? Do we have develop any tech tool as well?	Detailed scope of assignment may be included in the RFP.
10	G(i) Page No. 8	Support the PMU in monitoring & evaluation activities.	For Monitoring and Evaluation, do we have to undertake field missions? If yes, how many? Is it included in the time estimation of the experts?	The payment terms and scope of deliverables including Financial



			Also, the cost for the Mission would be lumpsum or on actuals? What would the policy for the travel, TA/DA, logistics?	Proposals will be included in the RFP.
11	G(i) Page No. 8	Assist the project implementing team in carrying out the necessary recommendations as per the Environmental and Social Management Plan.	For the role of assisting in ESMP, what would be the specific expectations. Is it review or actual development? How has been the role of City and Domestic experts vs Transversal experts delineated?	Detailed scope of assignment may be included in the RFP.
12	G(ii) Page No. 8	The transversal experts will intervene to support the SPVs and the States as per the work order requirements. The expertise will be under the following (but not limited to) broad areas:	Please clarify would there be specific Work Order that would be issued before undertaking for each tasks?	Transversal Experts will be engaged based on specific request by the SPVs. For each assignment, specific work order will be issued within the framework agreement signed with the selected Consultant.