**OFFICE OF THE DIVISIONAL MANAGER CTUR & DIRECTOR TRANSPORT, UNION TERRITORY, CHANDIGARH.**

No. 1447 CT/CTU/2023 Dated, Chandigarh, the 19/05/2023

**CORRIGENDUM / ADDENDUM**

In reference to the e-Tender Notice No. 5102/CCI/CTU/2023 dated 29.04.2023 inviting e- tender for Selection of Consulting Services for Project Management Consultant for: Part A Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operations; & Part B: Implementation of Intelligent Transportation System (ITS) in Long Route Bus Services, Chandigarh Transport Undertaking (CTU) for 5 years published in various Newspapers on dated 29.04.2023 and e-Tender website through https://etenders.chd.nic.in/. Further as pre-bid meeting was held on 11.05.2023 at Command Control Centre ISBT-43, Chandigarh and pre-bid quires received certain amendments/clarifications have been made in the e-tender documents/RFP dated 29.04.2023. Accordingly prospective bidders are requested to kindly refer to the addendum issued by this office as displayed on the website i.e. http://chdctu.gov.in and http://etender.chd.nic.in/nicgep/app.

The rest of the terms & conditions of the e-Tender will remain same.

for General Manager,
Divisional Manager, CTU &
Director Transport,
U.T., Chandigarh.

**Replies to pre-bid queries raised by prospective bidders in respect to Selection of "Project management Consultant for monitoring of Intelligent Transport System in city bus services and implementation of open loop national common mobility card into its city bus operations and implementation of ITS in long route bus services.**

Please refer on the subject cited above.

The following officers/officials were present in the meeting:-

1. Mr. Amit Gupta, General Manager, CTU
2. Mr. Yashjeet Gupta, General Manager, (CCBSS)
3. Mr. Suresh Kumar, DC-F&A, (CCBSS)
4. Mr. Sandeep Sethi, AO(H), CTU
5. Mr. Sunil Arora AO-II, CTU
6. Mr. Mandeep Singh, ITS Manager (CCBSS)
7. Mr. Gurjeet Singh, ITS Specialist (CCBSS)

From Prospective Bidders (present in meeting)

1. Mr. Vineet Jayal, M/s. DIMTS
2. Mr. Randeep Singh, M/s. Ernst &Young
3. Mr. Polash Das, M/s. Optibus
4. Mr. Anurag Mangla, M/s. PWC
5. Mr. Naveen Kumar, M/S. RINA Consulting
6. Mr. Kaushal Mishra, M/S. RINA Consulting

From prospective Bidders (Online)

1. Mr. Abhishek Srivastava, M/s. DIMTS
2. Mr. S. Sridhar, M/s. Ernst&Young
3. Mr. Ravi Sharma M/s. Ernst&Young
4. Mr. Parth Sharma M/s. Ernst&Young
5. Mr. Rohit Lele M/s. Ernst&Young
6. Mr. Sameer Rao M/s. Ernst&Young

**Opening Remarks**

Director Transport, U.T. Chandigarh welcomed all the representative of prospective bidders and briefed about the project.

Further, it is submitted that 05 Nos. of firms participated in the pre-bid meeting and 04 Nos. of firms have submitted their queries.

Accordingly, the committee members deliberated upon the queries submitted by the bidders and the response is as under:-

**Table 1:** Response to the Queries

| Sr. No. | Page No. of RFP | Clause | RFP Statement | Query | Response |
|---|---|---|---|---|---|
| 1 | | General | Four cities have been selected by MoUD for the purpose of demonstration on modern and sustainable city bus services. The four cities are Bhopal, Chandigarh, Jaipur and Mira Bhayander | Is Part A (Scope of Work) still funded under GEF or is self-sustainable | No, currently Part A scope of work is not under GEF project, however CTU has sent a proposal to MoRTH for seeking financial assistance under the scheme 'Central Assistance for strengthening the ITS in Public Transport System in the Country' |
| 2 | | General | Deliverables of Monitoring of ITS & Deliverables of Open loop NCMC implementation | Has the DPR for the current scope of work been prepared by the existing consultant.<br>If Yes kindly share | No, DPR for implementation of ITS including NCMC for long route bus services shall be prepared by selected PMC. |
| 3 | 25 | Clause No. 21.1 | Criteria, Sub-criteria and Point System | We request to kindly amend the points and more weightage to be given in specific experience | No change, the condition mentioned in bidding document shall prevail. |
| 4 | 25 | Clause No. 21.1 | Specific experience of the consultant relevant to the assignment | Revised Points<br>Specific experience of the consultant relevant to the assignment (20)<br>Weightage to be given for ITS Consultancy for maximum 2-3 projects (World Bank Funded) | No change, the condition mentioned in bidding document shall prevail. |
| 5 | 25 | Clause No. 21.1 | Key expert's qualifications and competence for the Assignment. | Key expert's qualifications and competence for the Assignment. (50) | No change, the condition mentioned in bidding document shall prevail. |
| 6 | 59 | Sub-Clause No. 3.1 | Project Manager<br>Degree in Engineering in Computers/IT/Electronics discipline or MCA or Equivalent with MBA/PGDBM | We request to kindly amend the qualification of Project Manager:<br>Degree in Engineering in Computers/IT/Electronics discipline or MCA | No change, the condition mentioned in bidding document shall prevail. |

| Sr. No. | Page No. of RFP | Clause | RFP Statement | Query | Response |
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| 7 | 59 & 60 | Sub-Clause No. 3.1 | Project Manager/ITS Specialist | The project Manager/ITS Specialist should not be restricted for client side.There is no need for full time deployment of Project Manager/ITS specialist onsite. Project Manager/ITS Specialist may work from Head Office. However the Field support staff should be at client side. | No change, the condition mentioned in bidding document shall prevail. |
| 8 | 92 | Clause No. 41 | Payment Schedule Part A & Part B<br>Approval of all Deliverables of Post-Implementation Phase | The payment should be bifurcated into two stages<br>A: On Submission (60%)<br>B: On Approval (40%) | No change, the condition mentioned in bidding document shall prevail. |
| 9 | 92 | Clause No. 41 | Payment Schedule Part A | Payment for Implementation of Open Loop NCMC in city bus services (Part A) should be given on milestone basis for example: Preparation of RFP/Approval of RFP, Bid Process Management, etc | Payment will be done on Quarterly basis, as per the payment schedule giving in the RFP. Bidder has to include the cost for Implementation of Open Loop NCMC in city bus services (Part A) in their bid price accordingly. |
| 10 | 92 | Clause No. 41 | Payment Schedule Part A | Payment for Monitoring actions may be on monthly basis. | No change, the condition mentioned in bidding document shall prevail. |
| 11 | | General | | There is no pre-qualification for the bidders. It is advise a pre-qualification to be mentioned for the bidders:<br>Turnover of the company should be more than 10 Cr.PQ should be minimum 10 cr<br>Minimum 3 projects should have been completed in ITS Consulting | No change, the condition mentioned in bidding document shall prevail. |

| Sr. No. | Page No. of RFP | Clause | RFP Statement | Query | Response |
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| 12 | | E-Tender Notice | Last Date of Bid Submission (Page No. 1) | Request you to kindly extend the Bid Submission date for minimum one week since the pre-bid query response has yet not uploaded. | No change, the condition mentioned in bidding document shall prevail. |
| 13 | 83 | 33. Access to Project Site | 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | Please clarify that CTU will indemnify the consultant in the events stipulated as per clause 33.1. Please clarify if the understanding is correct. | No change, the condition mentioned in bidding document shall prevail. |
| 14 | 89 | 23.1 | "Limitation of the Consultant's Liability towards the Client:<br>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:<br>(i) for any indirect or consequential loss or | ***Request to modify the clause as per the below language:***<br><br>"The Client 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 | No change, the condition mentioned in bidding document shall prevail. |

| Sr. No. | Page No. of RFP | Clause | RFP Statement | Query | Response |
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| | | | damage; and<br>(ii) for any direct loss or damage that exceeds three times the total value of the Contract;<br>(b) This limitation of liability shall not<br>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;<br>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country]. | Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, 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." | |
| 15 | 16 | 18. Confidentiality | From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals | ***Request to modify the clause as per the below language:***<br><br>"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 | No change, the condition mentioned in bidding document shall prevail. |

| Sr. No. | Page No. of RFP | Clause | RFP Statement | Query | Response |
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| | | | or to any other party not officially concerned with the process, until the publication of the Contract award information. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only inwriting.22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course | 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." | |

| Sr. No. | Page no. of RFP | Clause | RFP Statement | Query | Response |
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| | | | of, or as a result of, the Services. | | |
| 16 | 80 | 27. Proprietary Rights of the Client in Reports and Records | Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC. The Consultant shall not use documents and | Request to remove this clause as the aforementioned RFP/scope of work does not include mission critical components which requires the confirmation on such clause. | No change, the condition mentioned in bidding document shall prevail. |

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| | | | software for purposes unrelated to this Contract without the prior written approval of the Client. | | |
| 17 | 80 | 25. Accounting, Inspection and Auditing | The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract | ***Request to delete or modify the clause as per the below language:***<br><br>"Notwithstanding the above any audit conducted shall be restricted to the physical files in relation to this agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to the Consultant's systems or hands on or intrusive testing will be permitted. Any third parties employed by Client to conduct such audit shall not be a competitor of the Consultant and shall agree to confidential obligations with the Consultant." | No change, the condition mentioned in bidding document shall prevail. |

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| | | | termination. | | |
| 18 | 9 | 5. Corrupt and Fraudulent Practices | The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in section 6. In further pursuance of this policy, consultant shall permit and shall cause its agents, Experts, Sub-consultants, sun-contractors, service providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client | ***Request to delete or modify the clause as per the below language:***<br><br>***"Notwithstanding the above any audit conducted shall be restricted to the physical files in relation to this agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to the Consultant's systems or hands on or intrusive testing will be permitted. Any third parties employed by Client to conduct such audit shall not be a competitor of the Consultant and shall agree to confidential obligations with the Consultant."*** | No change, the condition mentioned in bidding document shall prevail. |
| 19 | 72 | 10. Corrupt and Fraudulent Practices | The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC | | |
| 20 | 76 | 19. Termination | b. By the Consultant<br>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.<br>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.<br>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.<br>(c) If the Client fails to | ***Request to please add the following termination provision to the clause on the Consultant's rights to terminate:***<br><br>"Consultant may terminate this agreement, or any particular services, immediately upon written notice to Client if Consultant reasonably determine that it can no longer provide the services in accordance with applicable law or professional obligations." | No change, the condition mentioned in bidding document shall prevail. |

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| | | | comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.<br>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.<br><br>c. Cessation of Rights and Obligation<br>Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 there if, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.<br><br>d. Cessation of Services<br>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures | | |

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| | | | for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC28. | | |
| 21 | | Fee/PreQual/Technical | Affidavit attested by Notary/Magistrate regarding non Black listing of Firm on stamp ppr of Rs15/-. | Kindly share the format for affidavit | Bidder can use any standard legal format. |
| 22 | | Fee/PreQual/Technical | Statement of undertaking for Client country's laws against fraud and corruption (including bribery). | Kindly share the format for undertaking. | Bidder can use any standard legal format. |
| 23 | | General | | How the consultancy contract will proceed if the CTU didn't get the funds from Ministry? | CTU will proceed on its own funds. |
| 24 | 84 | 41. Mode of Billing Payment | The Lump-Sum Instalment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. | Request you to change the payment terms to release the payment to consultant from 60 days to 30 days from the date of raising of Invoice.<br><br>In the event that the Client fails to pay the Consultant any payment by its due date or within the period set forth, the Client shall pay to the Consultant interest on the amount of such delayed payments, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. | Please refer table 2 point no. 5. |
| 25 | 87 | II. Special Conditions of Contract Point no 8.1 | If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. | Please clarify if how many JV members are allowed? | Please refer table -2 Sr. No.1 |
| 26 | 24 | GCC 17.4 | a) Technical Proposal: must be submitted online only at e-tender portali.e.http://etenders.chd.nic.in except EMD and tender fee, which is to be submitted physically | Please clarify by when the EMD will be refunded to unsuccessful bidder? | The EMD of unsuccessful bidder will be refunded after signing the contract agreement with the selected bidder. |

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| | | | on or before the last date & time of submission of bid. | | |
| 27 | | Fee/PreQual/Technical | Annual turnover as per the requirement of tender document. | Please clarify the exact quantification of Turnover details required and for how many years?<br>Request you to please at least consider minimum INR 50 crores as Annual Average Turnover for last 3 years. | No Annual turnover is required. |
| 28 | 27 | 21.1<br>(for FTP) | (v) Participation by nationals among proposed Key Experts [5] | What is the meaning of Participation of nationals as Key Experts? Please elaborate. | The participation of nationals means if the proposed key experts are Indian they will get marks. |
| 29 | | General | | Will the Long route system mentioned in the Part B can be integrated with existing CCC? Or there will be new CCC for same? | Yes, long route ITS system will be integrated with existing CCC. |
| 30 | 84 | 41. Mode of Billing and Payment | The Lump-Sum Instalment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall | We understand part of the scope of this RFP is under funding approval from Morth, If the scope gets fully approved request you to share approval authorities for Milestones pertaining to PART A and B of scope of work. | Query is not clear. |
| 31 | 90 | II. Special Conditions of Contract Point no 27.1 | 27.1 - Not Applicable<br>27.2 - The Consultant shall not use documents and software for purposes unrelated to this Contract without the prior written approval of the Client. | The clause 27.1 is written as NA but in the actual clause there was no clause 27.1 and 27.2. please clarify | It is typo-error, the clause 27.1 & 27.2 are mentioned at page no.80 under General Condition of Contract (GCC): "27 Proprietary Rights of the Client in Reports and Records" Paragraph one and Paragraph two respectively. |
| 32 | 87 | II. Special Conditions of Contract Point no 8.1 | [If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV | Please clarify, The SCC 6.1 clause mentioned here indicated the address of the client but it asking to mention the address of the JV members. | Please refer clause 6 & 8 mentioned at page no.80 under General Condition of Contract (GCC) |

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| | | | member whose address is specified in Clause SCC6.1 should be inserted here. ]<br>The Lead Member on behalf of the JV is [insert name of the member] | | |
| 33 | 59 | 3.1 Consultant Team Requirement- | Project Manager - At least 15 years of experience as Project Leader in implementing all aspects of planning, design, implementation, integration and operations of Intelligent Transportation Systems in public transport domain consultancy. In addition to expertise in the transportation operations, the PM should also have an experience in Information Technology and Should have demonstrated analytical skills to analyse and interpret data. Good communication skills in local language and English and good written communication skill in English. | Request you to kindly amend the below qualification criteria for the scope of this RFP.<br>1. At least 12 years of overall experience with at least 6 years in ITS domain with experience in min 2 similar projects including NCMC implementation from planning to implementation. | No change, the condition mentioned in bidding document shall prevail. |
| 34 | 60 | 3.1 Consultant Team Requirement- | ITS Specialist - At least 10 years Progressive experience in similar Intelligent Transportation System (ITS) projects as well as demonstrated Knowledge and credentials in ITS industry. | Request you to kindly amend the below qualification criteria for the scope of this RFP.<br>1. At least 8 years of overall experience with at least 4 years in ITS domain with experience in min 2 similar projects including NCMC implementation from planning to implementation. | No change, the condition mentioned in bidding document shall prevail. |
| 35 | 60 | 3.1 Consultant Team Requirement- | IT Specialist - At least 8 years of experience as IT expert in at least two similar projects – ITS design, Implementation technology and System integration. | Request you to kindly amend the below qualification criteria for the scope of this RFP.<br>1. At least 6 years of overall experience with at least 5 years in ITS domain with experience in min 2 similar projects including NCMC implementation from planning to implementation. | No change, the condition mentioned in bidding document shall prevail. |
| 36 | 61 | 3.1 Consultant Team Requirement- | Procurement Specialist - At least 10 years of experience in preparation of tender | Request you to kindly amend the below qualification criteria for the scope of this RFP. | No change, the condition mentioned in bidding document shall prevail. |

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| | | | documents and in carrying out bid process management. Should have experience in ITS-related Procurement and should be capable of understanding and communicating the technical specifications of ITS products (Hardware and software) to the Implementation agency. The expert should have ability to conduct market research, negotiate pricing and establish terms and conditions for services and product maintenance. Experience as per Government Procurement Guidelines of is preferable. | 1. At least 8 years of overall experience with at least 4 years in ITS domain with experience in min 2 similar projects including NCMC implementation from planning to implementation. | |
| 37 | 25 | Instructions to Consultants D. Data Sheet | 21.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:<br><br>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 10 points | ***Request to add or modify the clause as per the below language:***<br><br>(i). Shall have experience of performing at least 2 similar works as a PMC for ITS and/or AFCS in last 10 years (5 marks for each project) | No change, the condition mentioned in bidding document shall prevail. |
| 38 | | 3.1 Consultant Team Requirement- | Onsite duration of the key experts | The onsite duration for all the key experts are mentioned in the RFP. However, requesting to make the deployment for ITS specialist, IT Specialist and Field officers as an onsite and the Project manager and Procurement expert will be available as and when required to reduce the cost to the authority. | No change, the condition mentioned in bidding document shall prevail. |
| 39 | 51 | 3. SCOPE OFWORK:<br><br>Part A (For City Bus Services) (i) Monitoring of Intelligent Transportation System in city bus services | **i) Monitoring of Intelligent Transportation System in city bus services**<br>This phase shall include post deployment monitoring, assist CTU to build capacity & enable knowledge transfer from System integrator and prepare evaluation/impact assessment (42 Months) Post Deployment Monitoring & | Please clarify:<br>a to e - Please clarify whether the consultants need to conduct the detailed SLA review of the system or else? Please briefly provide the expectation of this report as usually the performance of SI is being analyzed basis on SLA parameter. Please clarify if understanding is not correct.<br>g. User manuals are usually gets approved at the end of | The consultant need to review the performance of SI during the entire O & M period and calculate the SLA penalties on quarterly basis as per the SLA parameter defined in their agreement.<br><br>Also the tender is floated for hiring Project Management Consultant (PMC) and the prospective bidders are supposed to have experience of similar |

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| | | | Knowledge Transfer:<br>a. The Consultant shall conduct monthly post deployment reviews to ensure that the objectives of the project agreement and delivery of the services are as per the SLA.<br>b. Implement a post deployment assessment activity of the project<br>c. Assess effectiveness of the project deliverables<br>d. Review the SLA for the SI and bring out the variances and options to mitigate these if necessary.<br>e. Monitor the performance of the SI on as per defined SLA<br>f. The Consultant shall monitor processes and activities to ensure that project deliverables deliver the intended benefits<br>g. Review the various manuals (user manual/maintenance manual/training manual) prepared by the SI and recommend revisions if any.<br>h. Supervise the capacity building and change management exercise expected to be provided by the SI to the related staff responsible for implementation of ITS components and also supervise the guidance imparted to the relevant stakeholders to take advantage of MIS for enabling decision.<br>i. Knowledge transfer to CTU along with the learning, best practices followed, challenges faced (i.e. managerial, technical and financial) and improvements suggested.<br>j. Assessment of capacity building of the staff CTU.<br>k. Risk Assessment with recommendations to mitigate the risks.<br>l. Ratify SI plan for withdrawal and post | OAT and same is being expected to follow for the entire O&M period. However, the utilization of the user manual solely depends on processes for operating particular component by a user. Hence we would like to understand what is exactly expected to be done by consultant in this particular activity that too on quarterly basis.<br>j. Please clarify what is meant by capacity building and change management evaluation report? In this particular activity, who are the target audience for capacity building and change management?<br>l. Please clarify the what are expectations for SI Plan for withdrawal and post withdrawal support. | activities and should be aware about all these tasks.<br><br>In addition, please refer page no. 50 of RFP "To review and verify any other IT /ITS related works as per the requirement of CTU/CCBSS in city bus services during the contract period." |

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| | | | withdrawal support.<br>m. Monitoring the Installation & Commissioning of 150 Nos. of PIS (Passenger Information System) Boards at Bus Queue Shelters (BQS) in Chandigarh city.<br>n. To review and verify any other IT works as per the requirement of CTU in city bus services. | | |
| 40 | 52 | 3. SCOPE OFWORK:<br><br>Part A (For City Bus Services) Evaluation/ Impact Assessment: | With the objective of evaluating the effectiveness of the ITS implementation at CTU, the Consultant shall prepare an impact assessment report. | Since the project is already in O&M, pls clarify what is the expectation of evaluation/impact assessment report? What is periodicity of this report? | In this report consultant has to evaluate what benefits are achieved from the CTU's perspective and public perspective post ITS Implementation and identify further scope of improvement. This report need to be submitted quarterly. |
| 41 | 52 | 3. SCOPE OFWORK:<br><br>Part A (For City Bus Services) Deliverables of Monitoring of ITS (Quarterly): | 1. Submission of quarterly post-implementation monitoring report should include, but not limited to, following<br>a. Performance report of SI<br>b. Survey report<br>c. User manual evaluation report<br>d. Capacity building and change management evaluation report<br>e. Exception report (SLA breach) | Pls briefly provide the expectation of this report as usually the performance of SI is being analyzed basis on SLA parameter. Pls clarify if understanding is not correct.<br>2. What is exact requirement of survey to be done every quarter?<br>3. User manuals are usually gets approved at the end of OAT and same is being expected to follow for the entire O&M period. However, the utilization of the user manual solely depends on processes for operating particular component by a user. Hence we would like to understand what is exactly expected to be done by consultant in this particular activity that too on quarterly basis.<br>4. Pls clarify what is meant by capacity building and change management evaluation report? In this particular activity, who are the target audience for capacity building and change management? | Please refer response to query no. 39 |
| 42 | 52 | 3. SCOPE OFWORK:<br><br>Part A (For City Bus Services) Deliverables of | 2. Project knowledge transfer document and lessons learned report | Project knowledge transfer and lesson learned report is part of exit management scope hence request you consider this point after completion of contract. | Yes, your understanding is correct Project knowledge transfer and lesson learned report is part of exit management. |

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| | | Monitoring of ITS (Quarterly): | | | |
| 43 | 52 | 3. SCOPE OFWORK:<br><br>Part A (For City Bus Services) Deliverables of Monitoring of ITS (Quarterly): | 3. Quarterly project evaluation report including impact assessment report | This report is not required. request you to remove as it is usually done on the DPR/ feasibility study phase | ITS system is already implemented for Part A in City Bus Services and Quarterly project evaluation report including impact assessment report is required to calculate the SLA penalties and further improvement areas, also payment to SI and consultant shall be made after submission of this report. |
| 44 | 52 | 3. SCOPE OFWORK: Part A (For City Bus Services) Deliverables of Monitoring of ITS (Quarterly): | (ii) Implementation of Open Loop NCMC in city bus services | Please clarify if the scope for the consultant for Open Loop NCMC implementation includes complete O&M period? | The total period for Part A scope is for 42 months which includes NCMC implementation and O & M period. |
| 45 | 55 | Part B (For long route bus services) (i) Pre-Implementation Stage: | Task-2: Bid Process Management and support required during selection of System Integrator<br>(ii) Implementation Stage: (8Months)-<br>f. Resource utilization and variances; | Please clarify what is expected to be done by consultant for resource utilization and variances? | Please refer response to query no. 39 |
| 46 | 56 | Part B (For long route bus services) (i) Pre-Implementation Stage: | Task-2: Bid Process Management and support required during selection of System Integrator<br>(ii) Implementation Stage :(8Months)-<br>t. The Consultant shall advise the SI on evolving the test plan required to meet the outlined specifications and SLA. The Consultant shall ensure timely and proper fixing of bug and report the same. | "The Consultant shall ensure timely and proper fixing of bug and report the same."<br><br>What will be role of consultant please clarify. We believe that this fixtures will be done by SI and the concern reporting will be done by consultant. Please clarify if the understanding is correct. | Yes, bug fixing will be done by SI and the concern reporting will be done by consultant |
| 47 | 56 | Part B (For long route bus services) (i) Pre-Implementation Stage: | Task 1: Solution Design Assessment & Project Management Planning for ITS implementation (including MIS) (2Months) | Please clarify if the DPR is also required to be prepared for the project? | Yes, DPR is also required to be prepared for the Part B Long Route Bus Service |
| 48 | 57 | Part B (For long route bus services) (iii) Post Implementation Stage(48 Months) | This phase shall include post deployment monitoring, assist CTU to build capacity & enable knowledge transfer from System integrator and prepare evaluation/impact assessment (48 Months) | Please clarify:<br>a to e - Please clarify whether the consultants need to conduct the detailed SLA review of the system or else?.Pls briefly provide the expectation of this report as usually the performance of SI is being | Please refer response to query no. 39 |

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| | | | Post Deployment Monitoring & Knowledge Transfer:<br>a. The Consultant shall conduct monthly post deployment reviews to ensure that the objectives of the project agreement and delivery of the services are as per the SLA.<br>b. Implement a post deployment assessment activity of the project<br>c. Assess effectiveness of the project deliverables<br>d. Review the SLA for the SI andbring out the variances and options to mitigate these if necessary.<br>e. Monitor the performance of the SI on as per defined SLA<br>f. The Consultant shall monitor processes and activities to ensure that project deliverables deliver the intended benefits<br>g. Review the various manuals (user manual/maintenance manual/training manual) prepared by the SI and recommend revisions if any.<br>h. Supervise the capacity building and change management exercise expected to be provided by the SI to the related staff responsible for implementation of ITS components and also supervise the guidance imparted to the relevant stakeholders to take advantage of MIS for enabling decision.<br>i. Knowledge transfer to CTU along with the learning, best practices followed, challenges faced (i.e. managerial, technical and financial) and improvements suggested.<br>j. Assessment of capacity building of the staff CTU.<br>k. Risk Assessment with recommendations to mitigate the risks. | analysed basis on SLA parameter. Pls clarify if understanding is not correct.<br>g. User manuals are usually gets approved at the end of OAT and same is being expected to follow for the entire O&M period.However,the utilisation of the user manual solely depends on processes for operating particular component by a user. Hence we would like to understand what is exactly expected to be done by consultant in this particular activity that too on quarterly basis.<br>j. Please clarify what is meant by capacity building and change management evaluation report? In this particular activity, who are the target audience for capacity building and change management?<br>l. Please clarify what are expectations for SI Plan for withdrawal and post withdrawal support. | |

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| | | | I. Ratify SI plan for withdrawal and post withdrawal support. | | |
| 49 | 57 | Part B (For long route bus services) (iii) Postimplementation Stage(48 Months) | 1. Submission of quarterly post-implementation monitoring report should include, but not limited to, following<br>a. Performance report of SI<br>b. Survey report<br>c. User manual evaluation report<br>d. Capacity building and change management evaluation report<br>e. Exception report (SLAbreach) | Pls briefly provide the expectation of this report as usually the performance of SI is being analyzed basis on SLA parameter. Pls clarify if understanding is not correct.<br>2. What is exact requirement of survey to be done every quarter?<br>3. User manuals are usually gets approved at the end of OAT and same is being expected to follow for the entire O&M period.However,the utilization of the user manual solely depends on processes for operating particular component by a user. Hence we would like to understand what is exactly expected to be done by consultant in this particular activity that too on quarterly basis.<br>4. Pls clarify what is meant by capacity building and change management evaluation report? In this particular activity, who are the target audience for capacity building and change management? | Please refer response to query no. 39 |
| 50 | 58 | Part B (For long route bus services) (iii) Postimplementation Stage(48 Months) | 2. Project knowledge transfer document and lessons learned report | Project knowledge transfer and lesson learned report is part of exit management scope hence request you consider this point after completion of contract | Please refer response to query no. 42 |
| 51 | 58 | Part B (For long route bus services) (iii) Postimplementation Stage(48 Months) | Quarterly project evaluation report including impact assessment report | This report is not required. request you to remove as it is usually done on the DPR/ feasibility study phase | No change, the condition mentioned in bidding document shall prevail. |
| 52 | 82 | E. OBLIGATIONS OF THECLIENT 32. Assistance and Exemptions | (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.<br>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or | The Point no C is duplicated request- you to please change accordingly. | It is typo-error, please refer table 2 point no.2 |

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| | | | appropriate for the prompt and effective implementation of the Services. | | |
| 53 | 88 | 21 b. SCC table | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 | There is no clause mentioned as GCC 21.1.3 | It is typo-error, please refer table 2 point no.3 |
| 54 | | General | | Kindly share the module wise status of the project for Part A | Please refer Section 5 Terms of Reference. |
| 55 | 45 | Section 5 (1) | a. The Automatic Fare Collection System (AFCS) is implemented to help CTU to meet its operational requirements and maximize the revenue realization. Total 884 ETMs are delivered under the project out of which 784 Nos. for Bus operations and 50 Nos. for inspectors for ticket validation and 50 Nos. for smartcard operations. | Please clarify whether existing ETMs supports open loop NCMC implementation or new/additional procurement of ETMs is required? | Existing ETM Supports Open Loop NCMC Implementation. |
| 56 | 53 | 3. Scope of Works (ii) | b. Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for assurance/ Recharge/ Renewal of NCMC cards | Please clarify whether individual FI will be onboarded for the Part A and Part B respectively for NCMC implementation of City buses and Long route services? | FI for Part A will be selected through tendering process. And For Part B, FI will be selected jointly with SI through separate tendering. |
| 57 | 45 | Section 5 (1) | a. The Automatic Fare Collection System (AFCS) is implemented to help CTU to meet its operational requirements and maximize the revenue realization. Total 884 ETMs are delivered under the project out of which 784 Nos. for Bus operations and 50 Nos. for inspectors for ticket validation and 50 Nos. for smartcard operations. | Please clarify if the existing citizen smart cards will be discarded or will be in continuation along with NCMC cards? | Existing Smart Cards will be discarded in phase wise manner. |
| 58 | 53 | 3. Scope of Works (ii) | d. Detailed review report on Design Specification document of new AFCS Software from Existing SI &Partner Bank/Financial Institution. | It is mentioned as "new AFC software from existing SI" - Please clarify whether development of new AFC software is already in the scope of SI, or should it be expected as part of the NCMC | Existing AFC software will be modified by existing SI to cater the NCMC cards by integrating with FI software. The modification of AFC software is not currently under the scope of SI. It |

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| | | | | implementation? | will be the part of NCMC implementation. |
| 59 | 53 | 3. Scope of Works (ii) | i. Survey report. | Please elaborate the requirements of Survey report linked to NCMC implementation of Part A scope of works | Survey report means feedback of Operators who are engaged in the Issuance/Recharge/Renewal of existing closed loop Smart Cards and Commuters using Smart Cards before shifting from Closed Loop Smart Card to open loop NCMC cards. |
| 60 | 52 | 3. Scope of Works (i) | h. Supervise the capacity building and change management exercise expected to be provided by the SI to the related staff responsible for implementation of ITS components and also supervise the guidance imparted to the relevant stakeholders to take advantage of MIS for enabling decision. | Please clarify in brief what capacity building and change management is being expected as part of Part A scope of works from PMC. As we believe most of CAPEX of PART A of ITS scope has been completed and as per SI RFP necessary capacity building and trainings must have been imparted before moving into O&M phase, please clarify. | The capacity building and change management exercise expected from SI and FI for implementation and operation of NCMC. |
| 61 | 53 | 3. Scope of Works (ii) | 3. Quarterly project evaluation report including impact assessment report | Please clarify in brief, the scope of impact assessment report which is the deliverable of open loop NCMC for City buses. Impact assessment of which particular module, whether it is project or plan or etc and which is needed to be done on quarterly basis? | Please refer response to query no. 43. |
| 62 | 53 | 3. Scope of Works | (ii) Implementation of Open Loop NCMC in city bus services | Tenure/Timelines for the implementation of open loop NCMC for part A scope of works is not defined, please clarify. | The timeline for the implementation of open loop NCMC for part A scope of works will be anytime within Part A project timeline i.e. 42 months. |
| 63 | 53 | 3. Scope of Works (ii) | 2. Project knowledge transfer document and lessons learned report | Please clarify if the "Project knowledge transfer document and lessons learned report" is a onetime activity and required to be submitted after Go-Live of NCMC and should be part of exit management process? | Yes, your understanding is correct, Project knowledge transfer document and lessons learned report is a onetime activity and required to be submitted after Go-Live of NCMC and should be part of exit management process |
| 64 | 53 | 3. Scope of Works (ii) | b. Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for assurance/ Recharge/ Renewal of NCMC cards | Please clarify what is assurance? | It is a typo error the correct word is "Issuance". Please refer table 2 Sr. No.4 |
| 65 | 59 | 3. Scope of Works (3.1) | Consultant Team Requirement | The relevant experience for the implementation of open-loop NCMC is not requested. May Please include this experience in the requirements | No change, the condition mentioned in bidding document shall prevail. |

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| 66 | 48 | Section 5- Terms of Reference (Part B) | iii. Introduce Fare Collection System (FCS) consisting of Electronic Ticketing Machines (ETMs) having open loop based NCMC cards and QR Based Ticketing capability. | Please clarify if QR based ticketing implementation is required for only Long route bus services or for the city bus services as well? As per the details of existing AFC system provided in the SI tender, it is not clear whether current AFC system includes QR ticketing or not. | QR based ticketing is required in long route bus services. |
| 67 | 79 | 24. Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.<br><br>The insurance coverage against the risks shall be as follows:<br><br>(a) Professional liability insurance, with a minimum coverage of equivalent Contract Amount;<br><br>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the MOTOR VEHICLES ACT,1988<br><br>(c) Third Party liability | ***Request to modify the clause as per the below language:***<br><br>*The risks and the coverages shall be as follows:*<br><br>*(a) Commercial General liability insurance with a minimum coverage, of Rs. 5 lakhs for the period of consultancy.*<br>*(b) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.* | No change, the condition mentioned in bidding document shall prevail. |

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| | | | insurance, with a minimum coverage in accordance with the WORKSMEN COMPENSATION ACT,1923<br><br>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. | | |
| 68 | 22 | 8 | The Bid processing fees is INR 10,000 (Ten thousand only) + 18% GST in form of demand draft in favor of Director, Chandigarh Transport Undertaking | Request to allow online transfer in addition to demand draft for bid processing fees. | No change, the condition mentioned in bidding document shall prevail. |
| 69 | 22 | 11.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible - Yes | Request to not allow participation in more than one proposal. As per prevailing standards, this is not allowed in RfP in general to participate in more than one bid/proposal. | No change, the condition mentioned in bidding document shall prevail. |
| 70 | 29 | | If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. | Request to clarify that individuals are allowed as sub-consultant. The sub-clause "following firms as Sub-consultants" creates confusion. | No, individuals cannot be allowed as sub-consultant. |
| 71 | 43 | | Remuneration Total Cost of the Financial Proposal (Part A) | Both for Part A and Part B: What is difference between two fields? Are the two fields with and | Part A is for city bus services and Part B is for long route bus services. Please refer RFP page no. |

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| | | | Remuneration Total Cost of the Financial Proposal (Part B) | without tax values? As the form doesn't clearly say what is the difference between two fields. | 45 Section 5- Terms of Reference. The bidder need to quote their price without tax. |
| 72 | 59 | 1. Project Manager | At least 15 years of experience as Project Leader in implementing all aspects of planning, design, implementation, integration and operations of Intelligent Transportation Systems in public transport domain consultancy. | Request to reduce the years of experience required to 10 years. | No change, the condition mentioned in bidding document shall prevail. |
| 73 | 60 | 2. ITS specialist | At least 10 years Progressive experience in similar Intelligent Transportation System (ITS) projects as well as demonstrated Knowledge and credentials in ITS industry. | Request to reduce the years of experience required to 7 years. | No change, the condition mentioned in bidding document shall prevail. |
| 74 | 61 | 2. Procurement Specialist | Atleast 10 years of experience in preparation of tender documents and in carrying out bid process management. | Request to reduce the years of experience required to 5 years. | No change, the condition mentioned in bidding document shall prevail. |
| 75 | 79 | 23.1 | Limitation of the Consultant's Liability towards the Client: | Request to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Request to consider including the following language:<br><br>"Purchaser/Client agrees that Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss." | No change, the condition mentioned in bidding document shall prevail. |
| 76 | 92 | 41 | Approval of all Deliverables of Post-Implementation Phase (Quarterly) | The payment terms are too stringent. Request to change this to monthly payment. | No change, the condition mentioned in bidding document shall prevail. |
| 77 | 93 | 41 | Approval & acceptance | The payment terms are too | No change, the condition |

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| | | | of deliverable Task 1 of Implementation Stage - 4%<br>Approval & acceptance of deliverable Task 2 of Implementation Stage - 4%<br>Approval & acceptance of all deliverables of Implementation Stage - 12% | stringent.<br>Request to change this to:<br>Approval & acceptance of deliverable Task 1 of Implementation Stage - 15%<br>Approval & acceptance of deliverable Task 2 of Implementation Stage - 15%<br>Approval & acceptance of all deliverables of Implementation Stage - 20% | mentioned in bidding document shall prevail. |
| 78 | 93 | 41 | Approval of all Deliverables of Post-Implementation Phase (Quarterly) | The payment terms are too stringent. Request to change this to monthly payment. | No change, the condition mentioned in bidding document shall prevail. |
| 79 | 25 | 21.1 | (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10] | Request to elaborate how the marks will be evaluated. No. of projects, type of projects etc. | Please refer FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE:<br><br>"List only previous similar assignments (minimum 2 (Two)) successfully completed in the last 7 years". |
| 80 | 22 | 10.1 | BG Format | Request you to please provide the BG format | Bidder can use any standard BG format. |
| 81 | 25 | 21.1 | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Points<br><br>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]<br>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference(TORs): [20]<br>(iii) Key Experts' qualifications and competence for the Assignment: [60] | Request to please consider higher marks for Specific experience of the Consultant (as a firm) relevant to the Assignment. Only 10 Marks for firm experience is very low and 60 Marks for Key Experts is extremely high particularly considering that even sub consultants are allowed. Bidders may use sub-consultants to get maximum marks and later on replace them. This is not in line with the similar RfPs and may degrade the quality of the bids and hence request you to please reconsider it and align it to prevailing standards. | No change, the condition mentioned in bidding document shall prevail. |
| 82 | 25 | 21.1 | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Points<br><br>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10] | Request to increase marks from 10 to 50. | No change, the condition mentioned in bidding document shall prevail. |
| 83 | 25 | 21.1 | Criteria, sub-criteria, and point system for the evaluation of the | Request to reduce the marks from 60 to 20. | No change, the condition mentioned in bidding document shall prevail. |

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| | | | Full Technical Proposals: Points<br><br>(iii) Key Experts' qualifications and competence for the Assignment: [60] | | |
| 84 | 80 | 27 | The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. | Request to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement. | No change, the condition mentioned in bidding document shall prevail. |
| 85 | 76 | 19.1.1 (e) | If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract | Request to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client. | No change, the condition mentioned in bidding document shall prevail. |
| 86 | 51 | Note | CTU may extend the services of Key experts of Part A, or any particular key experts of Part A on the same terms & conditions of contract (i.e. Form FIN - 3 Breakdown of Renumeration) to accomplish the tenure required for implementation of Part B. | Request to kindly consider that any extension of the duration of the Contract will be based on mutually agreed terms and conditions. | No change, the condition mentioned in bidding document shall prevail. |
| 87 | | General | | There is no clause in RFP on IPR.<br>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.<br>"Notwithstanding anything to the contrary in this agreement, Consultant will | The Client does not want ownership of any IPRs which is available with the bidder. |

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| | | | | retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations." | |
| 88 | 79,90 | 24. Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC | We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm. | No change, the condition mentioned in bidding document shall prevail. |
| 89 | 9, 80 | 25. Accounting, Inspection and Auditing | Widely worded audit rights | We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our | No change, the condition mentioned in bidding document shall prevail. |

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| | | | | organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement. | |
| 90 | 94 | 45.1 | Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country. A single arbitrator i.e. Transport Secretary, Chandigarh Administration, U.T. Chandigarh will be responsible for the arbitration process. The arbitration will occur in Chandigarh. In case of non-settlement as above, the arbitration Act will apply. | In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Request to clarify and change as necessary. | No change, the condition mentioned in bidding document shall prevail. |
| 91 | | General | | We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Request to confirm our understanding is correct. | No change, the condition mentioned in bidding document shall prevail. |
| 92 | | General | | If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: | No change, the condition mentioned in bidding document shall prevail. |

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| | | | | "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted." | |
| 93 | | General | | We understand that the technical & financial credentials of parent organization will be counted in, if bidder is submitting the technical proposal from its subsidiary, please confirm. | Credentials of parent organization will be counted in, if it is member of JV. |
| 94 | | General | | As the tenure of this project is for 5 years, we request the client to provide the escalation of at least 10% after two years on the prices submitted by the selected bidder | No change, the condition mentioned in bidding document shall prevail. |
| 95 | | General | | PMC shall not be held responsible for any delay in completion of the project and no payment shall be Deducted from the PMC's as per the payment schedule. | As per RFP, no payment shall be deducted from PMC's payment due to any delay for which PMC is not responsible. |

**Table 2: Corrigendum**

| Sr. No. | Clause No. | As existing | As amended |
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| 1 | II. Special Conditions of Contract Point no 8.1 | If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. | If the Consultant is a Joint Venture consisting of more than one entity **(maximum 3 entities are allowed)**, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. |
| 2 | E. OBLIGATIONS OF THECLIENT 32. Assistance and Exemptions | c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.<br>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. | c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.<br>**(d)** Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. |
| 3 | 21 b. SCC table | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause **GCC 21. a** |
| 4 | 3. Scope of Works (ii) | b. Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for assurance/ Recharge/ Renewal of NCMC cards | b. Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for **Issuance**/ Recharge/ Renewal of NCMC cards |
| 5 | 19. Termination | The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. | The Lump-Sum Installment Payments. The Client shall pay the Consultant within **thirty (30) days** after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. |

19/5/23.