

Reply to Pre Bid Queries

Pre Bid Queries: Project Management Consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Silvassa Smart City Limited

Sr. No	Pg. no.	Clause	Observation/Description	Agency	Query/Request	Answers
1	25	2.1 Pre-Qualification Criteria: Pt no (F)	f) The Consultant Should have Experience in at least 5 (five) assignments of Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal) of value Rs 100 lakhs and above The consultant should have an experience of working as Project management consultant for at least 2 selected Smart Cities.	B D O I N D I A L L P	1) Request you to kindly confirm if international experience of a network firm associated with the bidder/consortium member can be considered for this. 2) Request you to kindly revise the value of assignment to Rs. 50 lakhs 3) Request you to kindly delete the clause "The consultant should have an experience of working as Project management consultant for at least 2 selected Smart Cities". This clause is restrictive in nature (considering that this is an open tender and not a limited tender) and does not allow companies who are not working in Indian smart cities.	Condition will be as per RFP
2	36	A) Criteria for technical evaluation Pt no 6	Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above		This clause is restrictive and would allow a very few companies to score marks in this. We understand the intent of such clause is to assess the capability / experience of bidder/consortium member in successfully performing rfp preparation and bid process management activities. Firms experience may not suffice if the resources proposed doesn't have RFP and bid process management experience. It is therefore suggested to consider team member / proposed resource's experience in successfully performing RFP preparation and bid process management activities for assessment & evaluation.	Condition will be as per RFP

3	36	A) Criteria for technical evaluation Pt no 5	Experience as project management consultant/ Design /Supervision/ System integration in Integrated ICT applications related project with value of contract (for consultancy service) of at least Rs 50 lakh. (1 mark per project subject to maximum 3 marks).		Request you to kindly confirm if international experience of a network firm associated with the bidder/consortium member can be considered for this	Condition will be as per RFP
4	26	INSTRUCTION TO CONSULTANTS; PART-II, DATA SHEET; Clause 2; 2.1	“The consultant should have an experience of working as Project management consultant for at least 2 selected Smart Cities.”	D A R A S H A W	By “Project management consultant selected Smart Cities”, we understand that scope of work should be “project appraisal support, bid process & contract management, ‘project implementation & program management support’ ”, and it does not include Project Implementation Supervision, as a part of scope of work We request the Authority to confirm above statement.	Condition will be as per RFP
5	36	Point A – (i) Specific experience of the consultant firm relevant to the assignment / job	Experience as project management consultant/ Design and /or Supervision consultant in development of Urban Mobility related project with value of contract (for consultancy service) of at least Rs. 100 lakh. (1 mark per project subject to maximum 2 marks)		We request the Authority to consider the experience of Feasibility Study Reports; DPR preparation for Urban Mobility related projects, as eligible project, with value of contract (for consultancy service) of at least Rs. 25 lakh.	Condition will be as per RFP
6	37	Point A – (ii) Specific experience of the	Experience of operating a multiyear PMU/PMC at ULB/State/Central level in an urban area in India, of which at least one assignment shall include the implementation of a Smart City Mandate		We are requesting the authority to consider ongoing Projects for implementing smart city project under Smart city mission.	Condition will be as per RFP

		consultant firm relevant to the assignment / job	in cities, and where scope of work should include project appraisal support, bid process & contract management, project implementation & program management support. (For every such project 2 marks shall be given subject to a maximum of 4 marks.)	D A R A S H A W		
7	37	Point A – (iii) Specific experience of the consultant firm relevant to the assignment / job	Experience in project management consultancy assignments (including Design/Supervision consultant) in Urban Infrastructure (water supply/sewerage/urban design & landscape/power/ solid waste management) related project with value of contract (for consultancy service) of at least Rs. 250 lakh. lakh(This is exclusive of Projects done in Smart City) (This is exclusive of Projects done in Smart City) (2 marks per project subject to maximum 6 marks)		We request the Authority to consider Housing under PMAY scheme, also to be considered as eligible projects, apart from water supply/sewerage/urban design & landscape/power/ solid waste management. We also request the Authority to reduce the value of consultancy contract to INR 1 crores, and above.	Condition will be as per RFP
8	37	Point A – (vi) Specific experience of the consultant firm relevant to the	Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above.	D A R A S H	We request the Authority consider the experience of successfully issuing Tenders for works after empanelment of the PMC in a Smart City. It may be noted that the process of issuing Letter of Acceptance (LoA)/Work Order is a long drawn process, which requires the approval of the SPV Board, and time consent of the relevant State Government Department.	Condition will be as per RFP

		assignment / job		A W	<p>We also request that minimum tender estimate of works to be reduced to INR 10 crore and above.</p> <p>In most of the smart cities it has been observed that most of works for which tenders has been issued is of much lesser value. Many of works related with City Beautification/retrofitting are being undertaken on priority basis.</p>	
9	37	Point A, B, C: Technical Proposal:	Query on Technical Evaluation criteria.	D A R A S H A A	<p>We request the authority kindly consider Technical Evaluation criteria as follow:</p> <ol style="list-style-type: none"> 1. 40 marks for Specific experience of the consultant firm relevant to the assignment / job. 2. 20 marks for Proposed methodology and work plan in response to the terms of reference. Shall be evaluated solely by Presentation. 3. 40 marks for Key professional staff: Qualification & competency for the assignment / job. 	Condition will be as per RFP
10	7	Point No. 3	Physical and Online Submission deadline or Proposal Due Date (PDD) - Date : 21/06/2018 up to 15.00 hrs	W D A	<p>We request authority to extend the submission of documents dates by at least 15 working from date of issuing corrigendum/ agendum to pre-bid queries by authority.</p>	As per Corrigendum issued for extension of date
11	58	Point 5: Payment Schedule	<p>On Pg. no. 58 - The weightage of deliverable linked payment would be 75% and weightage for monthly payments would be 25% of the accepted contract value.</p> <p>On Pg. no. 108. - The weightage of deliverable linked</p>	R A S H A W	<p>We request for clarification on when payment schedule has been mentioned (page no. 108) about deliverable linked payment and monthly payments components, then the weightage of deliverable linked payment should be 70% and weightage for monthly payments would be 30% of the accepted contract value (Summary of Cost, FORM FIN-2, Page no. 58), instead of 25%:75%</p>	Condition will be as per RFP

			payment would be 70% and weightage for monthly payments would be 30% of the accepted contract value	At the same time, we request the Authority to consider weightage of deliverable linked payment would be 40% and weightage for monthly payments would be 60% of the accepted contract value, as per the final Team Configuration under time-charge components decides, while taking reference from Standard MoUD RFP document.																						
12	72	Scope of work	Prioritization of various modules of work	We request authority to kindly provide us the priority of Module 2 to Module 9 to fulfill scope of work.	After selection of final bidder , the bidder has to finalize consultation with Client																					
13	108	Module 2 to 9 : Deliverable link payment Schedule	<p>5. Payment Schedule</p> <p>As sample Package 1 - Pipariya river conservation</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Deliverables/ Milestone</th> <th>Payment schedule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>-</td> </tr> <tr> <td>2</td> <td>Environment Impact assessment study</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Conceptual master plan</td> <td>..</td> </tr> <tr> <td>4</td> <td>Final BoQ and Tender Documents</td> <td>10%</td> </tr> <tr> <td>5</td> <td>Appointment of contractor</td> <td>30%</td> </tr> <tr> <td>6</td> <td>Monthly Project Monitoring and Supervision for 9 months from the date of award of contract</td> <td>50%</td> </tr> </tbody> </table>	Sr. No.	Deliverables/ Milestone	Payment schedule	1	Inception Report	-	2	Environment Impact assessment study	10%	3	Conceptual master plan	..	4	Final BoQ and Tender Documents	10%	5	Appointment of contractor	30%	6	Monthly Project Monitoring and Supervision for 9 months from the date of award of contract	50%	<p>It is observed that almost 80% is linked with appoint of contactor and Monthly Project Monitoring, however we are requesting to consider as per below for Deliverables linked payment schedule from module – to module 9:</p> <ul style="list-style-type: none"> • Stage- 1 Survey and preparation of DPR/ Conducting study – 50% Payment. • Stage- 2 On Preparation of the tender/RFP document - 20% - • Stage- 3 Appointment of contractor - 15% <p>Stage- 4 Monthly project monitoring or supervision – 15%</p>	Condition will be as per RFP
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1	Inception Report	-																								
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14	30	INSTRUCTION TO CONSULTANTS; PART-II, DATA SHEET; Clause 17; 12.1/Earnest	12.1(I) Rs. 40 lakhs (Indian Rupees Forty Lakhs only) in the form of Demand Draft/Banker's cheque/FDR/ Bank Guarantee in favour of the CEO, Silvassa Smart City Limited payable at Silvassa	We request the Authority to reduce the EMD amount to INR 25 Lakh.	Condition will be as per RFP																					

		Money Deposit				
15	8	Section 2: Instructions to Consultants; Point 1 (k)	; “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.	F E E D B A C K	<p>We request you to amend the clause as below:</p> <p>Members of the JV shall be individually liable for the execution of the Projects arising from their respective scope of works and in accordance with the terms of the Contract Agreement to be executed on award of such Projects.</p> <p>For example: JV partners for an ICT component will take liability for their scope of work only and not for the entire contract.</p>	Condition will be as per RFP
16	17	Earnest Money Deposit	An EMD of Rs. 40 lakhs, in the form of DD or Bank Guarantee drawn in favour of the Employer (Silvassa Smart City Limited) and payable at Silvassa as mentioned in data sheet, must be submitted along with the Proposal.		<p>Request you to please amend the clause as below:</p> <p>An EMD of Rs. 10 lakhs, in the form of DD or Bank Guarantee drawn in favour of the Employer (Silvassa Smart City Limited) and payable at Silvassa as mentioned in data sheet, must be submitted along with the Proposal.</p>	Condition will be as per RFP
17	25	, Basic Eligibility Criteria ; Point 2.1 (f)	<p>The Consultant Should have Experience in at least 5 (five) assignments of Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal) of value Rs 100 lakhs and above</p> <p>The consultant should have an experience of working as Project</p>	F E E D B A C K	<p>Request you to amend the clause as below:</p> <p>The Consultant Should have Experience in at least 5 (five) assignments of Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal) .</p> <p>Given that Smart Cities is a recent initiative we would request this clause to be amended as :</p>	Condition will be as per RFP

			management consultant for at least 2 selected Smart Cities.		The consultant should have an experience of working as Project management consultant for at least 1 selected Smart City.	
18		Data Sheet; Pt no. 11; sub-point: 9.3 (b)	The estimated number of Professional staff months required for the Assignment/job is A. For Monthly Based components: Estimated number of Professional staff-months are as follows: Estimated number of Person Man Months of Key Personnel : 186 Man Months Estimated number of Person Man Months of Support Team : 270 Man Months Estimated number of Person Man Months of Support Staff : 144 Man Months	F E E D B A C K	We request you to amend the clause keeping cognizance of other Smart City proposals: Estimated number of Person Man Months of Key Personnel : 500 - 700 Estimated number of Person Man Months of Support Team and Support Staff : 400 - 600	Condition will be as per RFP
19			Page 37. Specific experience of the consultant firm relevant to the assignment / job ; Point A (vi) Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above.	F E E D	We request you to modify the clause for wider participation: "Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. Marks will be allotted to the bidder for successful issuance of work orders cumulatively amounting to project values as below: >400 Crs = 8 Marks >350 Crs - <400 Crs = 7 Marks >300 Crs - < 350 Crs = 6 Marks >250 Crs - < 300 Crs = 5 Marks >200 Crs - < 250 Crs = 4 Marks > 150 Crs - <200 Crs = 3 Marks >100 Crs - <150 Crs = 2 Marks	Condition will be as per RFP

				B A C K	<100 Crs = 1 Marks “	
20	81	Core Team for Project Management	Team Leader <ul style="list-style-type: none"> • Bachelor of Engineering with MBA or Master of Construction Management / Masters in Planning / Masters of Engineering having recognized Degree from University Grants Commission (UGC) • 15 Years' experience in Urban Sector. 		Request you to please consider as below: <ul style="list-style-type: none"> • Bachelor of Engineering with MBA or Master of Construction Management / Masters in Planning /Bachelor in Planning/ Masters of Engineering having recognized Degree from University Grants Commission (UGC) 	Condition will be as per RFP
21	81	Core Team for Project Management	Urban Infrastructure Specialist/ Deputy Team Leader <ul style="list-style-type: none"> • M.E. or equivalent 		Request you to please consider as below: <ul style="list-style-type: none"> • M.E. in PHE/Environmental Engineering/ Transportation/Highways/Water & Sanitation/Hydraulics etc. 	Condition will be as per RFP
22	82	Core Team for Project Management	Urban Planner <ul style="list-style-type: none"> • Masters in Urban Planning • 10 years' experience of planning in Urban Sector. 		Request you to please consider as below: <ul style="list-style-type: none"> • Masters in Urban Planning/Housing Infrastructure along with ITPI registration certificate • 8 years' experience of planning in Urban Sector such as City Master Plans, Zonal Plans, City Development Plans, Local Area Plans etc. 	Condition will be as per RFP
23	83	Core Team for Project Management	Junior Urban Planner <ul style="list-style-type: none"> • Post-graduation in Urban Planning 		Request you to please consider as below: <ul style="list-style-type: none"> • Post Graduation in Urban Planning/Housing Infrastructure along with ITPI registration certificate 	Condition will be as per RFP
24	82	Core Team for Project Management	Urban Designer <ul style="list-style-type: none"> • Graduate Architect/B.E./urban planner preferably with Masters in urban design. 		Request you to please consider as below:	Condition will be as per RFP

				<ul style="list-style-type: none"> Graduate Architect/M.Arch/B.E./urban planner preferably with Masters in urban design/Heritage & Conservation/Landscape 	
25	144	Replacement of Key Experts	Page 144, Replacement of Key Experts Penalty for Substitution or Non Provision of key personnel - If the consultant substitutes or fails to make available the Core Team Experts or the On-site Team, without prior approval of the SPV, a one-time penalty of 0.2% of the contract value per expert will become applicable.	Request you to amend as below: Penalty for Substitution or Non Provision of key personnel - If the consultant substitutes or fails to make available the Core Team Experts or the On-site Team, without prior approval of the SPV, a one-time penalty of 0.2% of the experts fee to be levied till the date of replacement of core member of the team	Refer Clause 16.4 to 16.8 in RFP
26			Additional Clause Limitation of Consultants Liability and Indemnity	As per generally followed practices for Consultancy Contracts we request to add the limitations of Consultant's liability /indemnity which should be upto the maximum of contract fees received by the consultant till the date of arising of such liability or indemnity.	Condition will be as per Draft Contract Agreement
27			Additional Clause Evaluation	We would request to consider on-going assignments also for evaluation of technical proposal.	Condition will be as per RFP
28			General Extension of Proposal Submission Date	Request for an extension of at least three (3) weeks for the proposal submission post release of pre-bid queries	As per Corrigendum issued for extension of date
29			General	I B I	Condition will be as per RFP
38			General		We request you to kindly clarify whether ongoing projects are considered for evaluation of Pre-Qualification and Technical Qualification criteria. Please Clarify.

39	25	Data Sheet Clause No. 1; ITC Reference Clause 2.1;	f) The Consultant Should have Experience in at least 5 (five) assignments of Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal) of value Rs 100 lakhs and above The consultant should have an experience of working as Project management consultant for at least 2 selected Smart Cities.	C O N S U L T A N C Y	Since smart city mission is an on-going initiative and process of selection of PMCs for various smart cities is still underway, we request you to reduce the work experience of Project management consultancy from 2 selected Smart Cities to one (1) selected Smart City. In addition, we suggest to kindly consider the projects whose Design Phase has been completed.	Condition will be as per RFP
40	26	Data Sheet Clause No. 4; ITC Reference Clause 14.4;	Date & time and address for submission of proposal/ bid: Date: 04/08/2018	I N D I A	We request you kindly provide an extension of at least 2 weeks' from the date of release of responses to the queries.	As per Corrigendum issued for extension of date
41	35	Procedure for detailed evaluation of technical qualifications ;	A. Specific experience of the consultant firm relevant to the assignment/ job (ii.) Experience of operating a multiyear PMU/PMC at ULB/ State/ Central level in an urban area in India, of which at least A: one assignment shall include the implementation of a Smart City Mandate in cities, and where scope of work should include project appraisal support, bid process & contract management, project implementation & program management support. For every such project 2 marks shall be given subject to a maximum of 4 marks.	A	Since the Smart Cities Mission is currently ongoing, we understand that the ongoing projects will be considered as part of these requirements. In addition, we request you to kindly consider the projects whose Design Phase has been completed.	Condition will be as per RFP

42	36	Procedure for detailed evaluation of technical qualifications ;	A. Specific experience of the consultant firm relevant to the assignment/ job (vi.) Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above.		We request you to kindly consider the value of work order instead of number of work orders.	Condition will be as per RFP
43	83	Support Team for Project Implementation;	The CVs shall submitted by the Consultant for the following professionals for the eligibility but will not be evaluated; Sl. No. 1 –to- 9		As the CVs will not be evaluated, we request you kindly amend the clause to: The CVs may not be submitted by the Consultant for the following professionals for the eligibility and will not be evaluated.	Condition will be as per RFP
44	7	Sr. no. 3	Proposal Due Date (PDD): 21/06/2018 up to 15.00 hours	C R I S I L	We request an extension of at least 4 weeks from the date of issue of pre-bid minutes / clarifications.	As per Corrigendum issued for extension of date
45	8	Definitions (d)	“Consultant” means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.		Request that definition of ‘Consultant’ be extended only to firms and not to individuals.	Condition will be as per RFP
46	11	3.2	Consultant/s can participate jointly as a Consortium or Joint Venture (JV). However, the Lead Member of the consortium would have to individually qualify the basic, eligibility criteria set forth in Part II data Sheet. The Project Director should mandatorily be from the Lead Member of the Consortium. The combined score of the Consortium or Joint Venture (JV), shall be taken into account for evaluation purpose. If any member of the Consortium or Joint Venture (JV), is dropped after the		We request that the highlighted section of this clause be amended as follows “basic eligibility criteria set forth in <i>clause 2.1 of Part II Data Sheet</i> ”.	Condition will be as per RFP

submission of bid in response to RFP, such an association of consultant is liable to be rejected by the Employer. The Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the Consortium / Joint Venture, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

47 28 Part II - Data Sheet – point no. 10

Name of Sub Consultant (if proposed) shall also be mentioned along with technical details

We request that sub-consultant(s) details be shared during the contract negotiation stage.

Condition will be as per RFP

48 31 Part II - Data Sheet – point no. 17

Earnest Monet Deposit of Rs. 40 lakhs

We request that the EMD amount be reduced to Rs. 25 lakhs.

Condition will be as per RFP

49 36 Sub criteria vi

Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above.

This clause is restrictive and provides an unfair advantage to PMC consultants who have been awarded in the first round cities.

Also, the successful award of work order is contingent on several factors and this criteria is suggesting a disproportionate responsibility on the consultant. Further, during the tendering stage, these projects are often broken down into smaller packages based on on-site requirements and to get a better response from contractors / vendors.

It is our request such an evaluation criteria be deleted as it is restrictive and will prevent broad-based participation from consulting firms

Condition will be as per RFP

50	36	Sub criteria iii	Experience in project management consultancy assignments (including Design/Supervision consultant) in Urban Infrastructure (water supply/sewerage/urban design & landscape/power/ solid waste management) related project with value of contract (for consultancy service) of at least Rs. 250 lakh. Lakh (This is exclusive of Projects done in Smart City) (2 marks per project subject to maximum 6 marks)	We request that the criteria be amended to include infrastructure in industrial areas and townships to be included as well. Criteria may read as follows: Experience in project management consultancy assignments (including Design/Supervision consultant) in Urban Infrastructure / Industrial areas / Townships (water supply/sewerage/urban design & landscape/power/ solid waste management) related project with value of contract (for consultancy service) of at least Rs. 250 lakh. Lakh (This is exclusive of Projects done in Smart City)	Condition will be as per RFP
51	38	Key professional staff evaluation	General Qualification 1. Educational qualification – 20% 2. Personal Interaction / Interview of Key Staff - 40% Adequacy for Assignment 1. Experience in similar capacity, trainings, experience as per TOR – 20% Experience of Government projects – 20%	The consultant shall be providing CVs of multiple key experts as part of the bid. However, all or some of these experts may or may not be available for travel to Silvassa on the specific date of interview. We thereby request that the evaluation criteria for the key professional staff be revised as follows: 1. <i>Educational qualification – 40%</i> 2. <i>Experience in similar capacity, trainings, experience as per TOR – 40%</i> <i>Experience of Government projects – 20%</i>	Condition will be as per RFP
52	56	Form Fin-2 Summary of Costs	The weightage of deliverable linked payment would be 70% and weightage for monthly payments would be 30% of the accepted contract value.	Request you to please amend the clause as follows: The weightage of deliverable linked payment would be 65% and weightage for monthly payments would be 35% of the accepted contract value.	Condition will be as per RFP

53	82	Team leader	<ul style="list-style-type: none"> • Bachelor of Engineering with MBA or Master of Construction Management / Masters in Planning / Masters of Engineering having recognized Degree from University Grants Commission (UGC) • 15 Years' experience in Urban Sector. • Experience of Project Management in Urban Infrastructure Works <p>Experience as Team leader/ Deputy Team leader for minimum 3 projects.</p>	<p>We request that these conditions be relaxed to the following:</p> <ul style="list-style-type: none"> • Post-Graduation in Business Administration / Project Management / Construction Management and Graduation degree in engineering/urban planning or equivalent • 10 years' experience in urban sector <p>Team leader / Deputy Team leader for minimum 2 projects</p>	Condition will be as per RFP
54	82	Urban Infrastructure Specialist/ Deputy Team Leader	<ul style="list-style-type: none"> • M.E. or equivalent <p>12 Years' experience in Urban Sector</p>	<p>We request that criteria be amended to accommodate the following:</p> <ul style="list-style-type: none"> • Post graduate in engineering / construction management or equivalent <p>7 years' experience in infrastructure sector</p>	Condition will be as per RFP
55	82	E-governance / ICT expert	<ul style="list-style-type: none"> • MCA/ Bachelor in Computer Engineering / Bachelor in Electronic & Telecommunication • 10 years' experience in similar field 	<p>We request that criteria be amended to accommodate the following:</p> <ul style="list-style-type: none"> • MCA/ Bachelor in Computer Engineering / Bachelor in Electronic & Telecommunication or equivalent <p>7 years' experience in similar field</p>	Condition will be as per RFP
56	83	Urban Finance Specialist cum PPP expert	<ul style="list-style-type: none"> • Master's Degree in Finance/ Economics/ Chartered Accountant Commerce/ ICWA /MBA (Finance)/ Post Graduate in Economics with specialization in Public Finance. • 7 years relevant experience. 	<p>We request that criteria be amended to accommodate the following:</p> <p>Post-graduation in Finance/ Economics/ Chartered Accountant Commerce/ ICWA /MBA (Finance)/ Economics with specialization in Public Finance or equivalent</p>	Condition will be as per RFP
57	83	Procurements and	<ul style="list-style-type: none"> • BE/B.Tech or Law or equivalent Degree 	<p>We request that criteria be amended to accommodate the following:</p>	Condition will be as per RFP

		Contract Expert	<ul style="list-style-type: none"> At least 7 Years' experience in similar field 	BE/B.Tech or Law/Post graduate in Business Administration or equivalent Degree	
58	84	Municipal services specialist	<ul style="list-style-type: none"> Graduate in Civil Engineering/Architect /Infrastructure Engineering. Experience of 10 years Experience of working on Water, Sewerage, Solid Waste Management, road <p>Experience of working with Local bodies in delivery of services</p>	The scope and role of municipal services specialist is similar to that of the Urban Infrastructure Specialist/Deputy Team Leader. Thus, request that this position requirement be deleted.	Condition will be as per RFP
59	84	Urban Planner	10 years' experience of planning in urban sector	We request that these conditions be relaxed to the following: <ul style="list-style-type: none"> 7 years' experience of planning in urban sector 	Condition will be as per RFP
60	84	Junior Urban Planner	<ul style="list-style-type: none"> Minimum 5 years' experience in integrated land use planning Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc. Experience in developing Development Control Regulations <p>Knowledge of land management tools like land pooling, TDR etc.</p>	We request that the experience criteria be amended to the following: Minimum 3 years of experience	Condition will be as per RFP
61	84	Urban Designer	<ul style="list-style-type: none"> 7 years relevant experience in city scape and street scape design <p>Experience in relevant field.</p>	We request that these conditions be relaxed to the following: 5 years' of relevant experience	Condition will be as per RFP
62	85	Architect	Graduate Degree in Architecture 10 years of experience of working in Government / Private Sector	We request that these conditions be relaxed to the following: 5 years' of relevant experience	Condition will be as per RFP
63	102	Module I	*Final payment for this module shall be released on the completion of	Though the PMC shall assist the SPV in recruitment and capacity building of its staff, primary responsibility of staff recruitment rests with SSCL and not with the PMC.	Condition will be as per RFP

			recruitment and acceptance of SPV business plan		We thus request that the final payment for the SPV business plan be delinked from completion of recruitment.	
64	102	Across all modules and packages	The payment for the last instalment of 40% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.2% of total cost of this package will be deducted from last instalment for supervision (40%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse		It is envisaged that additional staff will be required during the PMC stage, and such quantum of back-ended payments would lead to cash flow issues for the PMC and thereby impede the performance and sustainability. We thus request that the payment for the last instalment be capped at 10%. We further suggest that such payment be made on a monthly basis.	Condition will be as per RFP
65	102	Across all modules and packages	The payment for the last instalment of 40% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.2% of total cost of this package will be deducted from last instalment for supervision (40%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse		We understand that there are a large number of parastatal agencies and UT departments such as DNHPDA, DHNPWD, DNHPDCL, Gujarat Gas, Tourism Department, etc. that operate in Silvassa. Projects will require a high level of coordination, not just between the contractor and the SPV, but also between multiple government bodies as stated above. As a result, during the time of execution, project delays may arise as a result of various factors, often beyond the control of the PMC. Thus, attributing project delays solely to the PMC may not be appropriate. We therefore request that the provision for deduction of 1.5% for every month of delay in project completion be deleted.	Condition will be as per RFP

66	102	Across all modules and packages	The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse	As per the tender, the PMC shall have to develop a detailed project scheduling plan as part of Module I of the scope of work. It is understood that the project timelines listed in the RFP are tentative and subject to extensive changes once the project development schedule and phasing plan have been prepared. We thus request that the timelines for the payment milestones be finalised once the project development schedule is approved post award of work to the PMC.	Condition will be as per RFP
67	102	Across all modules and packages	Absence of payment milestones for several deliverables	We have observed that the payment milestones for certain key deliverables (such as inception report, situational assessment reports, detailed designs, total station survey, final DPRs, concept plan, demand assessment, feasibility study, skill development strategy, SRS documents, etc.) have not been assigned. As all these activities and deliverables require significant efforts from the PMC and a high level of expert involvement, we request payment milestones be assigned for the same so that the cash flow and smooth functioning of the PMC does not get adversely affected.	Condition will be as per RFP
68	132	Section 6: Standard Form of Contract Part II: GCC Clause no. 19 (c)	19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, 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	Clause to be amended as follows: 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, 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 for a period	Condition will be as per Draft Contract Agreement

			<p>confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records during the term of the Contract set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. The residual rights and obligations referred herein shall survive only for a period up to three years after termination.</p>	<p>of 1 (one) year from the date of termination of this Contract, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records during the term of the Contract set forth in Clause GCC 25 for a period of 1 (one) year from the date of termination of this Contract, and (iv) any right which a Party may have under the Applicable Law. The residual rights and obligations referred herein shall survive only for a period up to three years after termination.</p>	
69	132	<p>Section 6: Standard Form of Contract Part II: GCC Clause no. 19 (e) Payment upon termination</p>	<p>Payment upon termination 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant: . (a) remuneration for Services rendered in accordance with this contract prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Personnel.</p>	<p>We propose the clause be amended as follows: Payment upon termination 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) remuneration for Services rendered in accordance with this contract prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; (b) Reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Personnel.</p>	Condition will be as per Draft Contract Agreement
70	134	<p>Section 6: Standard Form of Contract Part II: GCC Clause no. 22</p>	<p>22.1 The Consultants, their sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information</p>	<p>We request that the clause be amended as follows: 22.1 The Consultants, their sub-Consultants and the personnel of either of them shall not, either during the term or within six (6) months after the expiration of this contract, disclose any proprietary or confidential</p>	Condition will be as per Draft Contract Agreement

			relating to the project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.	information relating to the project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.	
71	154	Section 6: Standard Form of Contract Part III: SCC Clause no. 49.1	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two</p>	<p>In the interest of time, if such a case should arise, we suggest having the same procedure for arbitration for both technical and non-technical matters.</p> <p>Accordingly, we propose that clause 49.1(a) be deleted, and clause 49.1(b) be retained for both technical and non-technical arbitration proceedings.</p>	Condition will be as per Draft Contract Agreement

arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Registrar, The Indian Council of Arbitration, New Delhi.

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Section 6:
Standard
Form of
Contract
Part III: SCC
Insert Clause
no. 51
(Failure to
perform
contractual
obligations)

(i) In the event of total default / failure of the Consultant in execution of the services, the SSCL reserves the right to get the work executed by any other consultancy firm at the risk and cost of the defaulting consultancy firm. Decision of the Client is final & binding on the consultancy firm.

(ii) Deleted

Since no advance payments are being made to the PMC and all payments are based on approval of deliverables as per the terms of the contract, we request that this clause be deleted

Condition will be as per Draft Contract Agreement

Somaye
3/8/18

Chief Executive Officer,
Silvassa Smart City Limited,
Silvassa.