

Sub: Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement City Projects under SMART CITY MISSION (SMC) in Srinagar, Jammu and Kashmir.

Ref: This office NIT issued Vide No: RFP-02/2018/Rebid-01 dated 12.07.2018

The pre-bid meeting for the procurement of the above mentioned subject held on 26.07.2018 at 11am in Conference Hall JKERA.

Some of prospective bidders who participated in the pre-bid meeting sought some clarifications and raised various issues during the meeting. The prospective bidders who have not participated in the pre-bid meeting have sought some clarifications via official email of this office. The necessary clarifications and replies to queries are being reproduced here in writing for the general information of the Prospective / intending bidders.

S.NO	Bidders Name	Clarifications sought by the Bidder	Replies / Clarifications
1.	IPE GLOBAL	Kindly confirm if only completed projects shall be considered for eligibility & evaluation or substantially completed projects shall also be considered	Focus will be on prestigious projects executed /under execution and nearing completion
2.	IPE GLOBAL	Kindly Clarify if we need to provide the proofs/relevant documents and reference for the consultant's experience along with the technical proposal	Yes Relevant supporting documents are necessary to support any credentials you may declare.
3.	IPE GLOBAL	We assume person months for the support staff is 36 months each staff.	The man months for each support staff is mentioned clearly and hence do not need any assumptions.
4.	IPE Global	We request to provide estimated man-months for task 2 project design and development Team (For Lump Sum Contract)	It is the responsibility of the consultant to review the composition and suggest suitable skillsets and <u>man months</u> for specialists and support staff as per their approach and methodology for Lump Sum Contract under task 2 .
5.	IPE Global	Request to extend submission deadline for 15 days from the date of issue of clarifications.	The Last date of submission which is 4 PM 08.08.2018 cannot be extended.

6.	PWC	Request SSCL to add the clause	Keeping the sanctity of the RPF no addition of the clause is possible.
7.	PWC	<p>Man months listed under Time based component i.e. Task 1 - 354 man months and Task 3 - 522 man months are total 876 man months.</p> <p>Please clarify the no. of Minimum man months to be assumed under Time based component.</p>	Time based man months are clearly defined against each position and also for support staff (Task 3) also. Therefore we can't assume minimum man months.
8.	PWC	All the 10 nos of Tech forms including all the CVs etc can't fit into 50 pages. Because CVs and A&M are the lengthy forms to so their max pages can be restricted which is also a standard in Smart city PMC RFPs i.e. CVs should not be more than 6 page each and A&M should not exceed 20 pages.	All the Tech forms which are 10 in number should have Max 50 Pages <u>each</u> i.e max of 500 pages in total. But for Technical Form 4 (Approach and Methodology) Abstract should be of 20 pages Max and the main pages of it must be 75 pages Max.
9.	PWC	<p>This is a consultancy project and System Integrator's role would come when implementation starts and would be asked specifically in ICT RFP. So the clause may pls be revised as:</p> <p>d. Form 2F: Experience as Project Management Consultant/ Design/ Development / Supervision consultant in ICT/ eGov applications with value of contract (for consultancy service) of at least INR 100 lakh.</p> <p>(1 mark per project subject to maximum 5 marks).</p>	Keeping the sanctity of the RPF no revision of this clause shall be made.
10.	PWC	There seems to be a typo. Please specify the exact amount in contingency.	Yes it is a typo. It is actually 2000000 (2 Million Rupees)
11.	PWC	Change in Education qualification and relevant experience of positions mentioned under Time based Contract (Task 1 and 3)	There will be no changes made in the qualification and experience of all the positions mentioned under Time based contract (Task 1 and 3).

12	PWC	<p>Man months listed under Time based component i.e. Task 1 - 354 man months and Task 3 - 522 man months are total 876 man months.</p> <p>Please clarify whether we have to provide costings for all the 876 man months listed under time based component, if not then how many Total man months are to be taken for time based component, during proposal preparation?</p>	For Time based tasks Minimum man month of professionals (mentioned under respective tasks) should be followed while preparing the proposals. Monthly payment shall be made on Time based input of the experts as per the per day professional fee quoted by the consultant and accepted by the SPV of the smart city.
13.	PWC	The whole structure can be relooked into. As it is increasing the overall man months in time based component	Keeping the sanctity of the RPF no revision of this clause shall be made.
14.	AECOM	<p>Form 2C: Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Urban Infrastructure (water supply/sewerage/ SWM / Power / Transport, Bus terminal, Multi-modal hub) related project with value of contract (for consultancy service) of at least Rs. 100 lakhs.</p> <p>(2.0 marks per project subject to maximum 10 marks)</p>	We cannot reduce the number of projects or increase the allocation of marks per project allocated under this category.
15	AECOM	Form 2F: Experience as project management Consultant/Design and/or System Integrator in ICT applications project with value of contract (for consultancy service) of at least Rs. 25 lakhs.	Kindly Comply the respective Clause. Form 2F: Experience as project management Consultant/Design and/or System Integrator in ICT applications project with value of contract (for consultancy service) of at least Rs 50 lakhs

16	AECOM	Task 3: Support Staff for the Project Implementation and Supervision are not being evaluated; hence these Cvs shall not be submitted at this stage.	The CVs of the Core team shall be evaluated for Technical Score hence Task 3 support staff CVs shall not be submitted at this stage.
17.	AECOM	Change in Education qualification and relevant experience of positions mentioned under Time based Contract (Task 1 and 3)	There will be no changes made in the qualification and experience of all the positions mentioned under Time based contract (Task 1 2 and 3).
18.	AECOM	The Inception report may be submitted in 30 days in place of 15 days	It is time period from the date of signing of the contract + 15 days and cannot be changed.
19.	AECOM	<p>The amount of liquidated damages proposed in the proposal is very high, Liquidated Damages:</p> <p>If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.05% of the respective sub-project of the Design Component for delay of every Month or part thereof</p>	The Clause on Liquidated damages can't be amended.
20.	AECOM	Extension of Submission date	Kindly refer S.NO 5 of this document
21.	STUP	Kindly Provide IFSC Code	JAKA0GARDEN
22.	STUP	Addition of specific experience for SEZ in Form 2D	You showcase your prestigious projects apart from the basic eligibility Criteria mentioned in RFP and provided under this document.
23.	STUP	Change in Educational qualification and relevant experience for Task 1 and 3.	There will be no changes made in the qualification and experience of all the positions mentioned under Time based (Task 1 and 3) and Lump Sum contract (Task 2). However consultant may propose additional skill sets for the positions under Task 2

24.	Almondz	<p>We request the authority to kindly amend this clause as follows:</p> <p>“The Consultant (in case of single business entity) / Consortium should have a minimum average annual turnover of Indian Rs. 50 (Fifty) crore during the last three (3) financial years; and each Consortium partner should have a minimum average annual turnover of Indian Rs.15 (Fifteen) crore during the last three (3) financial years.”</p>	The information under Part II Data sheet (Instruction to Consultant) can't be amended.
25.	Almondz	<p>We request the authority to kindly amend this clause as follows:</p> <p>“The Consultant / Consortium should have Experience in at least 3 (three) assignments as Project Management Consultants/ Support Units/ Technical Support / Supervision Consultancy or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for any urban infrastructure assignments like Water Supply, Buildings and Roads etc at government levels (Central/ State/ Municipal)”</p>	Smart City development is not sector specific only it should be an integrated and holistic development hence can't change clause 2.1 under part II data sheet for instructions to consultant.
26.	Almondz	<p>On Page No. 9; Clause12.1 / I it has been mentioned that the EMD has to be in the form of (CDR/FDR only).However, on page no. 15; Point no. 12.1 it is mentioned that that “EMD has to be given in the form of Bank Guarantee/Demand Draft/Banker's cheque in favour of the Srinagar Smart City Limited payable at Srinagar.”We request the authority to kindly clarify the same.</p>	EMD has to be in the form of CDR/FDR only.
27.	Almondz	<p>We request the authority to kindly reduce the EMD to Rs 10 lakhs</p>	It has to be 25 lakhs and can't be reduced to 10 lakhs.

28.	Almondz	We request the authority to kindly amend this clause as follows: a) Form 2C: Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in any Urban Infrastructure(water supply/sewerage/SWM, Transport, Bus terminal, Multi-modal hub, Buildings and Roads) related project	This Clause can't be amended
29.	Almondz	Kindly allow existing ongoing Project Management Consultancy for Smart City also in this category	In addition to the Specific experience of the consultant firm relevant to the assignment/job under Form 2D the ongoing project Management consultancy for Smart City will be considered.
30.	Almondz	We request the authority to kindly amend this clause as follows: c) Form 2E: Experience of PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Tourism/ Transport / Roads & Highways / Ropeways of project value over INR 50 crore each	Kindly Comply the clause as mentioned in RFP.
31.	Almondz	We request the authority to kindly amend this clause as follows: d) Form 2F: Experience as project management Consultant/Design and/or System Integrator in ICT applications project.	Kindly Comply the clause as mentioned in RFP.
32.	Almondz	Please allow ongoing projects for all the mentioned criteria's. i.e a,b,c and d.	In addition to the Specific experience of the consultant firm relevant to the assignment/job under Form 2C,2D,2E,2F,the ongoing project Management consultancy for Smart

			City will be considered.
33.	Almondz	Page No. 54; Section 5 .Kindly remove this clause as it will be difficult to get good and experienced expert in Srinagar if there is any upper age limit.	We can't remove this Clause
34.	Almondz	PPP Expert has been mentioned at page no. 17. However, in the details of core team the details of PPP Expert have not been mentioned.	In Core team the details of the PPP expert position are: 24 Man Months, Educational qualification for this position must be MBA (Finance)/CA/CFA or equivalent. Having 10 years of experience in project funding, structuring of PPP projects. At least developed 02(two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode. This position shall be evaluated.
35	Almondz	<p>We request the authority to kindly amend this clause as follows:</p> <p>Task 1: Core Team for Project Management(The CVs shall be submitted by the Consultant at the proposal stage for the following professionals)</p> <p>Task 2: Project Design and Development Team (The CVs shall be submitted by the Consultant at the contract negotiation stage for the following professionals).</p> <p>Task 3: Support Staff for Project Implementation and Supervision (The CVs shall be submitted by the Consultant at the contract negotiation stage for the following professionals)</p>	<p>The CV s of the Core team shall be submitted at the proposal stage (Technical and Financial)</p> <p>The CVs of the project design and development team shall be submitted by the consultant at the contract negotiation stage.</p> <p>The CV s of the support staff shall be submitted at the proposal stage (Financial)</p>

36	Almondz	Kindly allow home inputs for the mentioned positions as availability on site always may not be required to deliver their task.	For Time based contract no home input will be considered. However for Lump sum contract the team input may be considered into home and field. The support staff shall be on the need basis of the assignment.
37.	Almondz	Modify number of years of experience and educational qualification for Time based contract (Task 1 & 3), Lump Sum Contract (Task 2)	Please Comply the RFP in this regard. However for Task 2 consultant may propose additional skill sets to complete the task.
38.	Almondz	Reduce the performance security to 5% of the contract value	We cannot reduce the performance security
39.	Almondz	Date Extension	Kindly refer S.No 5 of this document.
40.	EY	Request you to please amend this clause as: "Since, the PMC activity includes design, develop, manage and implementation of smart city projects including physical infrastructure, development of area-based projects and pan city smart Solutions. Thus, limiting pages for Approach & Methodology will not help authority to understand the quality of work the Bidder can Execute. A&M is the backbone of any proposal and in smart city projects; page limitation will restrict Bidder to showcase their valuable skills & approach. Notwithstanding above, if Authority wants to restrict the page limitation, please refer below suggestion: Form Tech-4: Approach & Methodology – Maximum of 75 pages including charts and diagram"	For Form Tech 4: Approach and Methodology. Abstract of Max 20 pages and main pages of Max 75 pages shall be considered including charts and diagrams.
41	EY	Request you to please clarify: "If project with value of contract (for consultancy service) of at least Rs. 100 lakh shall be considered for evaluation. Also, please clarify if number of projects would be 5 or 10 as there is mismatch in 'Specific experience..... Page 16' and Form 2E"	Specific experience of the consultant firm relevant to the assignment/job under Form 2C, 2D, 2E, 2F should be as per RFP and shall be considered for evaluation. Under Form 2C minimum relevant projects as per RFP should be 10 to obtain 10 marks and for rest of the forms like 2D,2E,2F the maximum number of relevant projects as per RFP should be 5 each to get 5 marks. The nature of projects is different

			under each Form. E.g FORM 2E is for PPP projects and FORM 2F consists of ICT projects.
42	EY	Request you to please amend this clause as: "Experience as Project Management Consultant/ Design and/ or Supervision Consultant for establishment of Command & Control Centre or related project of value of contract (for consultancy service) of at least Rs 50 lakh. i. 4 marks for one project ii. 1 mark for every additional project subject to maximum 5 marks"	Clause can't be amended
43	EY	Team composition & Qualification Requirements,	There will be no changes made in the qualification and experience of all the positions mentioned under Time based (Task 1 and 3) and Lump Sum contract (Task 2). However consultant may propose additional skill sets for the positions under Task 2
44	EY	As per Part – III (Evaluation Criteria), only CVs under Task 1 shall be evaluated while proposal submission, however in case of clause 16 on Page 71 onwards, besides these 10 positions in Task 1, it has been indicated that CVs of 2 more positions in task 2 (ICT System/Solutions Architect and Transaction Advisor for PPP Projects) shall be evaluated.	The CVs of Task 1 for 12 positions shall be Evaluated while proposal submission and CVs for some positions in Task 2 as per RFP shall also be evaluated at Contract negotiation stage. For PPP position refer to S.NO 34
45	EY	Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this	The obligations of the consultant and the employer are stated separately as per the RFP and shall not be amended.

		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 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.	
45	EY	EY maintains professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement.	Terms and Conditions of the insurance is as per the RFP and can't be amended.
46	EY	EY can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the EY Firm's premises.	Your suggestion restricts the inspection rights of the employer and hence accounting, inspection and auditing shall be as per the RFP
47	EY	Any information, advice, recommendations or other content of any reports, presentations or other communications EY provide under this Agreement ("Reports"), other than Client's Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and EY shall not be required to update its Final Report.	The obligations of the consultant and the employer are stated separately as per the RFP and shall not be amended.
48	EY	Additional Clause of Limitation of Liability and intellectual property rights, sub – contracting, additional clause.	Any modification or variation of the terms and conditions of this contract shall be pursuant to clause GC 7.2 of the RFP

49	eptisa	Requested to amend the clause of section 2 Part II Data sheet 2.1 d (Blacklist)	It shall be as per the RFP and hence amendment is not applicable
50	eptisa	Non-Competitive Component Provisional Sum of Rs 8000000 and Contingency Rs 2000000	Provisional sum will be decided at the time of negotiating the contract whereas contingency amount shall be Rs 2000000
51	eptisa	Submission of the CVs	Refer to S.NO 35 of this document
52	eptisa	The total estimated man-month for the lump sum component may please be declared.	Consultant shall propose the duration for assignment for the professionals under the Lump Sum Contract and may propose additional skill sets to complete the task. However there are some positions under the lump sum contract that shall be evaluated by the employer before their recruitment.
53.	eptisa	Kindly Consider the page limit of 50 pages to be applicable only for "Form Technical 4: Approach and Methodology.	For Form Tech 4: Approach and Methodology. Abstract of Max 20 pages and main pages of Max 75 pages shall be considered including charts and diagrams.
54.	eptisa	Extend the submission deadline by 3 (three) weeks more.	The Last date of submission which is 4 PM 08.08.2018 cannot be extended
55.	Rodic	Team composition & Qualification Requirements,	Refer to S.NO 43 of this document

Note:- Man-days may please be treated as Person-days

Srinagar Smart City Ltd

Dated: 30.07.2018

CEO *Neal*

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