

**Clarification / Corrigendum in respect of pre bid meeting of RfP for IRMA under AMRUT held on 06.03.2017**

<b>Sl. No.</b>	<b>Clause no. of RFP/Page number</b>	<b>Query</b>	<b>Clarification/ Corrigendum</b>
1	Clause No 10 Page No. 3/85	Kindly accept Bank Guarantee (BG) for EMD amount. Kindly consider	No Change in original Clause
2	Clause No 5.2, Page No. 9 & 10/85	We are working as PDMC for the states of Rajasthan & Punjab. Kindly clarify if we fall into the conflict of Interest clause and can we bid for this assignment for clusters other than Punjab & Rajasthan.	No Change in original Clause
3	Clause No 15.4 Page No. 25/85	<p>(i) For criteria (a) is the consultancy cost of Rs.10 Crores the value of the total consultancy contract or is it the value of services provided by the firm in the consultancy contract? Kindly clarify.</p> <p>(ii) For criteria (b) projects in urban sector, can we show projects in water supply-sewerage with consultancy fees less than Rs. 10 Crores. Kindly clarify.</p> <p>(iii)For criteria (a) 10 citations are asked for and criteria (b) 5 citations. Does that mean that each citation for criteria (a) is worth 2.5 marks and that for criteria (b) is worth 3 marks? Kindly clarify.</p>	<p>(i) The words “consultancy cost” appearing in sub-criteria (a) of Para 15 of Data Sheet may be read as “project cost”</p> <p>(ii) Same as (i) above.</p> <p>(iii) No change in original clause.</p>
4	Clause No 15.4(ii) Page No. 26/85	Please clarify that the bidder has to submit max. 250 words / one Page for (a) Understanding of AMRUT (b) Back up support to proposed team & (c) nature of assignment and challenges. Therefore a total of 3 Pages only have to be submitted for these criteria. Kindly confirm that once these 3 Pages have been submitted under Form Tech (3) there is no need to submit details asked for under Form Tech (4) & Tech (5) as no marks are allocated to these deliverables. Kindly clarify.	No Change in original Clause
5	Page No. 26 & 27 of 85	This indicates that six CVs have to be submitted. If a firm wishes to apply for more than one cluster then does the firm	01 set of CVs is to be submitted. Selected consultants

		need to submit separate set of 6 CVs for each cluster or only one set of 6 CVs have to be submitted for all clusters? Does the firm have an option of submitting a separate set of 6 CVs one set for each cluster that they bid?	will be requested to employ team of key professionals with equal or better qualifications for each cluster.
6	Clause no 19.1 (a & b) Page 17/85 and Clause 4(2 <sup>nd</sup> bullet) Page No. 45/85	This implies that a firm can bid for all 14 clusters if they wish to. In such a case does the firm have to submit 14 different technical proposals each with different set of CVs or will there be only one Technical proposal with one set of CVs and in case a firm is indeed allocated 3 clusters, then for 2 cluster the firm can give CVs once selected? Kindly Clarify. Please note that clarification to Sr. No. 5 & 6 of our questions is important because as of now the firms are not aware of the clusters that they will get. Also as the geographical locations of the clusters are very wide spread, it is not feasible to locate staff that would be willing to move to any cluster allocated or to calculate the cost of staff travel from their location to the cluster for which they will be expected to work. This may result in replacements with equivalent candidates based on the cluster awarded and the same may be sympathetically considered.	01 set of CVs is to be submitted.  Selected consultants will be requested to employ team of key professionals with equal or better qualifications for each cluster.
7	Clause 6.3 Page No. 63/85	(i) Please clarify what is meant by ‘ Cluster size’ in formula on [Page 63/85 / Clause 6.3 (b)  (ii) The formula talks of cost of project. We request the cost of all clusters be made available to the bidder to work out the financial implications.  (iii) Also the formula talks of taking the lesser of the DPR/awarded cost of project. We feel this unfair and the cost shall be either the DPR cost or the awarded costs for the all projects to have balanced and fair method of calculation. Kindly consider.	(i) “Cluster Size” means ‘the total SAAP size during the Mission period’ as stated in Appendix G.  (ii) No Change in original Clause  (iii) No Change in original Clause

		(iv) One Page 64/85 clause (C) it speaks of a rise in cluster size. Please clarify, if this means an increase in 'Total SAAP' size in mission period as mentioned on Page 76/85 Appendix 'G' or does it means increase in number of mission cities in each cluster as given in Appendix 'G'. Also kindly clarify the formula to be adopted for the increased fee to be payable in such scenario of increase in cluster size. Kindly clarify	(iv) "Cluster Size" means 'the total SAAP size during the Mission period' as stated in Appendix G.
8	Clause 6.4 Page No. 65/85	Please confirm that the provision under sub clause (a) (b) & (c) are delays only for the initial submittals for any project & the provision under clause (d) are delays for modifications to the initial submittals & that both the provision will not attract any penalty. Kindly clarify.	No Change in original Clause
9	Page No. 65/85	This talks about liquidated damages (LD). However LD has already been specified in clause 6.4 (d) on Page 65/85. Therefore specifying one more clause for LD will mean a double penalty and will be difficult and disputable to implement. We request only one clause be kept for penalty/LD for delays. Kindly consider.	No Change in original Clause
10	Clause 2.1 Page No. 68/85	We request that the performance Security be recovered from the running bills instead of Bank Guarantee for the same. Kindly Consider.	No Change in original Clause
11	Clause 6.3 Page No. 71/85	This implies a recoverable advance against a Bank Guarantee. However payment terms on Page 19/85 clause (c) part I, indicates a clean advance against a milestone without Bank Guarantee. Kindly reconcile the same as both these clauses are conflicting.	No Change in original Clause
12		Kindly [provide 3 weeks for submission of proposal from date of issue of minutes of pre-bid meeting.	No Change in original Clause
13	Clause 19	<b>A firm will be selected under QCBS method</b> and whereas in clause 19 (f) it was stated that <b>A matrix showing clusters in columns, technically qualified bidders in rows and their respective bid in cells will be identified.</b> Please clarify that the selection will be based on the price quoted	No Change in original Clause

		<p>or QCBS.</p> <p>If the selection is based on QCBS what is the ration of weightage given for Technical and Financial. Please inform.</p>	
14		<p>It was mentioned that maximum 3 clusters will be awarded for successful bidder. Whether there is any need to propose additional Staff. Please clarify</p>	No Change in original Clause
15	Appendix G Page 76-77/85	<p>Please provide the details of no. of projects, sector and cost of project which enable us to work out on probable expenditure incurred in performing the job. Please provide</p>	No Change in original Clause
16	Appendix G Page 76-77/85	<p>The total SAAP is given, but it was not mentioned if the figures are in Lakhs or Crores. We presume that the SAAP given in Crores. Please Clarify</p>	Amounts mentioned in total SAAP size for Mission period is in Rs. Crores.
17	Para 15.4 (b)	<p>It is stated that Experience in implementation / execution and monitoring / evaluation of projects in urban sector. Please clarify that the IRMA experience for all Urban sectors will be considered</p>	No Change in original Clause
18	Clause 15.4 Page 26/85	<p>The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project shall not be permitted in any form, but in Page No.. 25 it was mentioned that ‘A maximum of 10 and 5 citations may be given for the above criteria (a) and (b) respectively. Please clarify if maximum 10 citations for sub-criteria (a) shall be of same sectors i.e. Water Supply /Sewerage/ PHE and Sub-sector (b) maximum 5 citations of Urban sectors.</p>	No Change in original Clause
19	Clause 2.4 Page No. 69/85	<p>It is noted that the time period shall be 48(Forty Eight) Months, which may be extended on mutual consent on the successful performance of the Consultant. Please clarify whether the contract period extended if the execution of certain projects</p>	No Change in original Clause

		beyond agreement period and how the agreement period and how the consultancy fee will be paid to the consultants for the extended period	
20		Whether the payments to the consultants will be paid by MOUD, GoI or Concerned State Government. Please Clarify	Refer to Clause 20 on Page 18 of 85 "Payment Terms"
21	General	There are several short forms/Acronyms used in the document Long form thereof may please be given at one place.	No Change in original Clause
22	Section - 2, Para 20 (c) Part-III Page No. 19/85	The stipulations are not clear and need clarification	No Change in original Clause
23	Section - 2, Part-II ITB Clause ref. 14.4 Data Sheet Page No. 21/85	ITB Clause 14.4 P. No. 14 of 85 of document is deleted. It is presumed that contents of Bid data sheet at clause 14.4 P. No. 21 of 85 for ITB clause 14.4 prevails. Please confirm.	No Change in original Clause
24	Section - 2, Part-II ITB clause Ref 14.3 Page No. 23/85	ITB clause 14.3 Pg. No. 14 of 85 of document is deleted. It is presumed that contents of Bid data sheet of clause 14.3 Pg. No. 23 of 85 for ITB clause 14.3 prevails. Please confirm.	No Change in original Clause
25	Section – 2 Part II ITB clause 14.3 (i) Pg. No. 24 of 85 and ITB clause 14.3 (k) Page No. 24 & 25/85	At Pg. No. 24 of 85 physical submission of Technical proposal is envisaged, whereas on P. No. 25 of 85 there is no mention of physical submission of Technical proposal. Please elucidate  Clarification, regarding number of envelopes, contents in each envelope, enclosure in outer envelope if any etc., is requested.	Technical Proposals shall be submitted online only.
26	Section – 2 Part-II Data Sheet Sr. No. 7 Pg. No. 22 of 85 Sr. No. 12 Pg. No. 23 of 85	The reference to which ITB clauses the stipulations pertain may please be given, since not clear.	The manner of submission of technical and financial proposals has been prescribed in detail in Data Sheet.
27	Section – 3, Page No. 29/85 (Form Tech-1) Section -4, Pg. No. 39 of 85 (Form FIN-1)	The validity of the proposal is indicated in Para 8 vis a vis Para 4 as stipulated in the prescribed letter of submission (Form Tech-1 & Form FIN-1). Please confirm.	The reference to validity of the proposal mentioned in Para 4 of Form TECH 1 and Para 2 of form FIN 1 as "... Para 4

			Part II of Data Sheet” may be read as “...Para 8 of Part II Data Sheet”
28	Section – 6, Form of contract Pg. No. 51 of 85	Since the agreement will be tripartite signature for and on behalf of Mission Director of the state (Employer) appears to be necessary. In the form of agreement provision is not seen. Please clarify.	No Change in original Clause
29	Section – 6 General conditions of contract clause 2.9.4 Pg. No. 57 of 85	General Condition of contract clause 3.9 does not appear to be relevant to the document prepared by consultant General Condition of Contract clause 3.10 is not seen in the document. Please clarify.	Para appearing after “3.9 Equipments, vehicles...” and starting at “Equipment and materials...” may be read as numbered 3.10
30	Section – 6 General conditions of contract clause 2.9.5 (a) Pg. No. 57 of 85	The clause General Condition of contact 6.3 (j) (i) and Clause 6.3 (j) (ii) are not seen in the document. Please clarify.	No Change in original Clause
31	Section – 6 General conditions of contract clause 3.7 Pg. No. 60 of 85	Reports and documents are not specified in Appendix B. Please Clarify.	No Change in original Clause
32	Section – 6 General conditions of contract clause 6.3 Pg. No. 63, 64 of 85	Please review the payment terms and the following modifications thereto may please be stipulated.  Part-I – 10% of Total Bid Amount. Part-IV – 5% of Total Bid Amount.	No Change in original Clause
33	Section - 6, III Special conditions of contract 2.1 (c) (iv) Pg. No. 69 of 85	The sub clause 19(a) is not seen. It can be sub clause 2.9.1 Please confirm.	No Change in original Clause
34	Section - 6, III Special conditions of contract G.C. clause 2.1 (c) (iv) pg. No. 69 of 85	The sentence at G.C. clause 2.1 (c) (iv) pg. No. 69 of 85 may please be completed.	No Change in original Clause
35	Section - 6, III Special conditions of	Number of days for commence of services is not stipulated.	No Change in original Clause

	contract G.C. clause 2.3 pg. No. 69 of 85		
36	Section - 6, III Special conditions of contract G.C. clause 3.5 Pg. No. 70 of 85	It is felt that instead of clause No. 3.5 it should be 3.4. Please confirm.	No Change in original Clause
37	Section – 2, Instruction to Bidder, Clause 5. Conflict of Interest, Pg No. 9 of 85	If a consultant is working for any one AMRUT city out of all selected AMRUT Cities of State, then in such case, please confirm whether such consultant will have conflict of interest	No Change in original Clause
38	Section – 2, Instruction to Bidder, Part II Clause No of Data Sheet - 6. Pg no. 8 of 85  ITB clause No 2.6	It is not clear from the mentioned clauses that whether the office spaces with all equipments like computers, laptops, internal printers furniture etc., will be provided by client. Please confirm  Also please confirm whether travel of experts to AMRUT cities shall be arranged by the client and Per-diem allowances to experts for site visits will be paid by the client.	The employer shall not provide any office space, equipment or furniture.  No travel expense shall be paid by the employer.
39	General – Main office location	In each cluster, what will be the location of Main Project office? Or consultant can work from his head office?	The consultant will be required to establish at least 01 office within the geographical limit of the cluster for which it has been selected.
40	<b>Terms of Reference:</b> Team composition & Qualification Requirement, Page No.. 45 of 85	From the mentioned clause, bidder understands that, only one Team needs to be proposed for qualification at the time of Bidding stage And If bidder is appointed as IRMA in more than one clusters, then better qualified Teams will be proposed at the time of Deployment. Please confirm that understanding is correct.	No Change in original Clause
41	Cl. 9.4 (e) Page No.. 13/85	In case ‘location’ means ‘city’, we request Consultant be allowed to indicate this date in the initial report to be submitted after the first round of visits to the cities, subsequent	No change in original clause

		to studying the nature and complexities of the Projects to be studied.	
42	Cl. 9.4 “Financial Proposals” Page No. 13/85	As the payment is lump sum, stage-wise payment, and the Consultant is not being reimbursed any expense, we request Consultant be allowed to quote a lump sum fee without giving a break-up of remuneration and reimbursable.	No change in original clause
43	Cl. 16.3 Page No. 16/85	As the payment is lump sum, stage-wise payment, we request Consultant be allowed to quote a lump sum fee without giving remuneration rates. We also request MoUD to clarify the phrase “For other methods”.	No change in original clause
44	Cl. 19.4 Page No. 18/85	It is extremely difficult to commit staff for a period of 6 months. We request that like in pt. 8 on pg. 11/85, the Consultant be allowed to submit new staff in replacement, with equivalent CV.	No change in original clause
45	Cl. 1 (a) Page No. 7/85	This duality of control could lead to potential conflicts.	No change in original clause
46	Cl. 20 (b) Page No. 19/85	This clause implies that the Consultant will never be paid 100% of their quoted fee. This condition introduces an element of uncertainty which cannot be quantified. Moreover, the Consultant’s scope effort is quantified in terms of no. of visits; this remains unchanged even if some projects are awarded at a lesser cost or is not taken up at all.	No change in original clause
47	Cl. 20 (e) Page No. 19/85	Quarterly billing will seriously affect the cash flow of the Consultants. Please allow monthly billing.	No change in original clause
48	Cl. 20 (b) Page No. 20/85	The penalty of 5% is too high, we request you to reconsider. Moreover, the Consultant’s deliverables will be based on data received from the State agencies and the Contractors. Hence, we request this clause be qualified to state that the penalty is applicable only if the delay is on Consultant’s part.	No change in original clause
49	Cl. 20 (d) Page No. 20/85	The penalty of 5% is too high, we request you to reconsider. Moreover, the Consultant’s deliverables will be based on data received from the State agencies and the Contractors. Hence, we request this clause be qualified to state that the penalty	No change in original clause

		is applicable only if the delay is on Consultant's part.	
50	Data Sheet, Cl. 14.3 (i)	Please inform the max. size of the tender which can be uploaded.	No change in original clause
51	Data Sheet, Cl. 15.14, (ii) Page No. 44/85	The details mentioned in (a) to (c) is to be given in TECH-3. Please inform if TECH-4 will carry any marks.	No change in original clause
52	Cl. 3 (iii) Page No. 44/85	Please confirm fee for such additional projects will be over and above the fee quoted by the Consultants in their Financial Bid. Would the additional projects be from the cluster which is awarded to the Consultant? Please also inform how the additional fee will be decided.	No change in original clause
53	Cl. 3 (iv) Page No. 44/85	Please confirm IRMA will be paid extra during the extension period.	No change in original clause
54	Cl. 3 (v) Page No. 44/85	Please confirm that these visits will be made by IRMA only within IRMA's contract period of 4 years.	No change in original clause
55	Cl. 4, Technical Expert, Page No. 45/85	To evaluate infrastructure projects, IRMA will require mechanical, electrical and instrumentation skills also. Hence, request to add these qualifications as options for the Technical Experts.	No change in original clause
56	Cl. 4, Technical Expert, Page No. 46/85	Please confirm implementation covers planning and design.	No change in original clause
57	GC, Cl. 1.1 (m) Page No. 52/85	This clause may be deleted.	No change in original clause
58	SC, Cl. 6.3 Page No. 71/85	Request this clause be deleted as it is not relevant.	No change in original clause
59	SC, Cl. 6.3 Page No. 71/85	Request please inform if advance payment will be made to the Consultant.	No change in original clause
60	Cl. (i) (c), Page No. 78/85	Please confirm IRMA will not be required to certify technical correctness of the designs.	No change in original clause
61	Table on Page No.82/85	Please inform if soft copies of the documents will be made available to the Consultant.	No change in original clause
62		Considering the substantial documentation involved, we request MoUD to consider providing an extension of one month from the date of response to pre-bid queries.	No change in original clause
63	Page No. 3/85	Kindly reduce the EMD to Rs. 2,00,000/- and the same may be in the form of BG.	No change in original clause
64	Page No. 3/85	Kindly extend the submission date up to	No change in original

		07/03/2017 upto 15.00 hrs.	clause
65	Clause 20, RFP Page No. 18/85	We understand that the total cost of the project is the contract amount for which the contractor has been appointed. Kindly confirm Further we understand that the financial is to be quoted in % of the total cost of the project.	No change in original clause
66	Standard Form of Contract Clause 6.4 and 9 at Page No.. 65 & 66/85	We understand that the penalty and liquidated damages are no different from each other and the liquidated damages cover the requirement of penalty as well. Therefore, in order to avoid duplicity, it is requested to delete Clause 6.4	No change in original clause
67	General	Kindly provide the location where the consultant has to set up its office for performing the assignment. Further, please clarify whether the office shall be a full-time office or not.	No change in original clause
68	Page no 27/85	The financial proposals of only 10 highest scoring consultants who qualify technically will be opened.  In order to select more competent firm, we respectfully request you to select top five technically qualified bidders for financial proposal opening.	Not agreed.
69	General	Please note the proposed method of selection is based on <b>lowest price</b> and no weight age given for technical and financial bids.  In order to select more competent firm, we request your goodself to adopt <b>Combined Quality Cum Cost Based System (CQCCBS)</b> method with a weight age of <b>80:20</b> (80% on Technical Score: 20% on Financial score) as per the Manual of Policies and Procedure of Employment of Consultants published by <b>Ministry of Finance, Department of Expenditure, Govt. of India</b> . Kindly consider.	No change in original clause
70	Clause 20 Page no 20/85	We respectfully request you to restrict the penalty amount upto maximum 10% of total agreement value. Please consider.	No change in original clause

71	Page no 39 & 40 /85	<p>Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. <b>This amount is inclusive of the Domestic taxes</b>”</p> <p>The Bidder is required to quote the lump sum fee, <b>exclusive of Taxes</b>, in Column C. (Refer Appendix G for Cluster Numbers and sizes)”</p> <p>Please note the above two clauses are contradictory.</p> <p>Please clarify, whether the amount to be quoted in Financial Proposal is <u>inclusive</u> of taxes <b>or</b> <u>exclusive</u> of taxes. Please confirm.</p>	The sentence “This amount is inclusive of domestic taxes” appearing in Line 4 of Para 1 in form FIN 1 at Page No. 39 of 85 stands deleted.
72	<p>CI (i) Page 24/85</p> <p>CI (k) Page no 25/85</p>	<p>(i) <b>The Technical Proposal shall be submitted in Physical form in original</b> and the scanned copy of the original in pdf form shall be uploaded on the Employers website duly digitally signed. <b>The signed Technical Proposal shall be marked “ORIGINAL”.</b> The financial Proposal shall be submitted online only and shall be signed digitally”.</p> <p>(I) The Consultant must submit the following:  <b>Physical Submission: EMD, Bid processing fee and Power of Authority.</b> In case the Bid processing fee has been paid electronically, the proof of payment has to be submitted.</p> <p><b>Online submission</b>  (a) <b>Scanned copy of original Technical proposal, EMD, Power of Authority in pdf format</b>  (b) Financial Proposal”.</p>	Technical proposal is to be submitted online only.
73	General	It is seen that there are 500 mission cities spread across 14 clusters and total SAAP size in the mission is around Rs. 70230 crores. It is noted from the minutes of meeting that many DPRs are prepared and a few works have been awarded. It is not clear from the TOR number of projects	No change in original clause

		<p>involved and their spread over the four year period.</p> <p>The TOR envisages 18 reports for a project covering the four life cycle of the project. It is felt that where works are awarded / in progress, review of pre-construction activities may not be necessary.</p> <p>It is seen from the TOR that the review is oriented to desk studies based records and data made available and discussion with PEA.</p> <p>Kindly clarify:</p> <ul style="list-style-type: none"><li>(a) Site visit is not envisaged and checks aimed at compliance with design and drawings, tests on materials, workmanship, hydraulic tests etc.</li><li>(b) The review is to be based on records &amp; information and data furnished by the PEA.</li><li>(c) Number of projects for each mission city planned.</li></ul>	
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