

KARIMNAGAR SMART CITY CORPORATION LIMITED

RFP for Appointment of Project Management Consultant for Smart City Projects

Consolidated List of Queries and Responses dt: 14.11.2017

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
1	ARKITECHNO Consultants (India) Pvt. Ltd.	ITC Clause No.2.1 of Part II Data sheet, Page 18	f) The consultant (in case of single business entity)/Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian 100 Crores during the last three (3) financial years	Request to amend by changing the minimum average annual turnover to INR 15 Crore in place of INR 100 Crore during last three (3) financial years	As per RFP Clause No. 2.1 of Datasheet, Page-18, Corrigendum I and II issued
2		ITC Clause No.14.4 of Part II Data sheet, Page 19	The date of Submission of proposal/bid is 20.11.2017	Requested to kindly consider for extension to 05.12.17 which will help us in preparing a comprehensive & Competitive proposal	Refer Corrigendum - II issued on dt: 08.11.2017
3		ITC Clause No.12.1 of Part II Data sheet, Page 22	12.1 (i) Rs. 25 lakhs (Indian Rupees Twenty five lakhs only) in the form of Demand Draft/Banker's cheque in favour of "Karimnagar Smart City Corporation Limited, "A/C No. 073611100005428, Andhra Bank, Bus Station Complex Branch, Karimnagar	Request to amend the Earnest Money Deposit of Rs.10 Lakh in th form of Demand Draft/Banker's cheque	Refer Corrigendum - II issued on dt: 08.11.2017
4		Point no. 21/Clause 15.4 of Data Sheet, Page 24	Experience of carrying out studies in Urban Sector (City development/Strategic Plan, Master plans, Perspective plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 crores (2 marks per project subject to maximum 4 marks)	Experience of carrying out studies in urban Sector (City development/Strategic Plan, Master plans, Smart City Proposals, Perspective plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 crores (2 marks per project subject to maximum 4 marks)	(To be read as) As per RFP clause 15.4, point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)
5		Point no. 21/Clause 15.4 of Data Sheet, Page 25	Experience as Project Management Consultant/Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs100 lakh (2 marks per project subject to maximum 4 marks)	Experience as Project Management Consultant/Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs 50 lakh (2 marks per project subject to maximum 4 marks)	As per RFP Clause No. 15.4, Point No. 21 (i)f of Datasheet, Page-25, Corrigendum I and II issued
6	Eptisa India Pvt Ltd	Clause 17 - 12.1 of Bid Data sheet, Page 22	With regards to EMD	BG is a standard system in all such projects. We request you to accept the BG in place of DD, since the amount is huge.	Refer Corrigendum - II issued on dt: 08.11.2017
7		2.9.1.1, (h), Page 102	"If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract "	All the other clauses in 2.9.1.1 should be OK except this subclause 'h' which allows the employer to terminates the contract for no fault of Consultant. This may please be deleted.	As per RFP clause 2.9.1.1, (h), Page-102, Corregendum I and II issued
8		Point no. 16 (CVs of the core team), Page 76	Procurement and Contract Specialist	We request you to consider both contracts expereince and procurement expertise	(To be read as) As per RFP Point No. 5 (16) of Terms of Reference, Page-76, The experience of both Contracts expertise and Procurement expertise would be considered

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9	Eptisa India Pvt Ltd	Clause 9 (a), Page 87	payment shall be made as follows For each module payment shall be $(M 2) = M \times N$ N = Actual Module cost # 1 / Total cost* of Area Based Development Projects and Pan City Proposals	Based on several earlier experience in Smart city Projects, * SAR / FR / PDR or DPR can not be prepared based on Modules defined in Annexure. It depends on projects and projectivization. * Several projects are done based on feasibility, does not require the PDR / DPR for RFP preparation. * The project at this not limited to these projects alone. Additional projects also comes into picture then additional payment also becomes a different calculation. * Since the time is short and lot of expectations from the public on development, process of tendering is simplified by directly working on the IBM and then preparation of RFP's. * The projectivization and also the cash flow management forces to distribute all the projects over project duration of 36 months. Not all PDR/DPR or FR will be prepared in the first 12 months. Considering several other condition (in addition to the above), The payment schedules becomes too difficult to implement. Hence we request you to consider the payment based on monmonth / time based as it was in other RFPs like Visakhapatnam and Tirupathi etc..	As per RFP Clause No. 9(a), Page-87, Corrigendum I and II issued
10		Clause 16, Page 78 & 79	Number of Support Engineers	Number of projects envisaged in the SCP as around 40 and the number of support engineers are only 24 months x 3 = 72 months. Atleast one person is required for 2 projects each for 100 % supervision. Hence it is requested to consider atleast 24 months x 20 = 480 man months. Otherwise it will be difficult to monitor / supervise/ record measurements etc.. Request you to please consider the same.	As per RFP Clause No. 16, Page-78 & 79, Corrigendum I and II issued
11		Clause 16, Page 79 & 80	Additional staff	This requires lot of involvement of Architecture and structural experts, we request you to consider 24 months x 3 nos =72 months . We request you to please consider.	As per RFP Clause No. 16, Page-79 & 80, Corrigendum I and II issued
12		2.1d, Page 18	The sole bidder/Lead Bidder/Consortium member should not have been blacklisted /debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government/ Government of any sovereign countries /Private Agencies and Funding Agencies in the last 10 years.	Black listing/ Debarment are OK , since they are linked with performance. But " termination" can be for several reasons. Hence it may please be removed.	As per RFP Clause No. 2.1 (d) of Datasheet, Page-18, Corrigendum I and II issued
13		2.1e, Page 18	Joint Venture Partners max of 3	This may be limited to 2	As per RFP Clause No. 2.1 (e) of Datasheet Page-18, Corrigendum I and II issued
14		2.1f, Page 18	The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian 100 Crores during the last three (3) financial years.	500 crores Turnover for lead member and other JV partner's turnover to be 100 crore for last 5 years.	As per RFP Clause No. 2.1 (f) of Datasheet Page-18, Corrigendum I and II issued
15		2.1g, Page 18	The Consultant should have Experience in at least 5 (Five) assignments for 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).	Experienc of India and International for both may be considered in the last 10 years.	As per RFP Clause No. 2.1 (g) of Datasheet Page-18, Corrigendum I and II issued
16		2.1 i, Page 19	General	2) i) Experienc of current working projects of at least three Amrut/JNNURM/Smart city Projects may also be considered (for the last one year), since this experience will be more useful for the present assignment for expediting the work.	As per RFP, Corrigendum I and II issued
17		15.7, Page 23	Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20	Cities like Pune, Bhubaneswar, Vizag and Tirupathi have adopted 90:10 since this is highly technical work and requires more technical weightage for expediting the work.	As per RFP Clause No. 15.7 of Datasheet, Page-23, Corrigendum I and II issued

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18	Eptisa India Pvt Ltd	a, Page 24	Procedure for Detailed evaluation of technical qualification(With reference to point no. 21/ Clause 15.4 of Data Sheet) : "Experience in providing services by ----- a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP".	(i) Expreience of India/International may please be considered. (ii) Even on going projects shall also be considered.	(i) As per RFP clause 15.4, Point 21(i)a Page - 24, Corrigendum- I and II issued (To be read as) (ii) As per RFP clause 15.4, Point 21(i)a to h 90% completion of ongoing projects would be considered
19		b, Page 24	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores.	1000 crores is too high for such projects. This may be limited to 100 crores.	(To be read as) As per RFP clause 15.4, Point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)
20		d, Page 25	Experience in providing services in Planning/ Design/ project management consultancy works in Urban mobility/Corridor Improvement/ Public Transportation/Transit sector with value of contract (for consultancy service) of at least Rs 5 Crore or project costing more than Rs.1000 Crores. (2 marks per project subject to maximum of 4 marks)	Request you to consider the expearence of tramway and metro railway as well.	As per RFP Clause No. 15.4, Point No. 21 (i)d of Datasheet, Page-25, Corrigendum I and II issued
21		f, Page 25	Experience as Project Management Consultant/Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs100 lakh	Request you to <i>also</i> consider the expearence of Water body/ development of esplanades.	As per RFP Clause No. 15.4, Point No. 21 (i)f of Datasheet, Page-25, Corrigendum I and II issued
22		Form 2B, point #, Page 30	Form 2B "The Consultant should provide the Financial capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant."	Since clause 3.3, of page 7 says, the parent company credentials can be used, this point is contradicting , hence this point may please be deleted.	(To be read as) As per RFP, Form 2B, Point #, Page 30, Only Technical credentials of consultant's parent company would be considered.
23		ii, Page 53	FORM FIN-5, Provisional Sum	This amount may not be sufficient for surveys, invetigations, testing, office equipment, etc.. As specified in the form. This may please be consdiered as minimum 100 Lakhs.	As per RFP, FORM FIN-5(ii) , Page-53, Corrigendum I and II issued
24		3-ii, Page 54	No. of Working Days	As per the industry standards, this is 22 days in a month. This may please be consoedered.	(To be read as) As per RFP Appendix, Point No. 3 (ii), Page-54, The number of working days shall be considered as 22 days in a month which totals to 264 days per year.
25	LEA Associates South Asia Pvt. Ltd.	Data Sheet clause 3 and 4, page 19	Date of Pre-Proposal Meeting and Proposal Submission respectively	The general norm provides the bidder a duration of minimum 3 weeks for bid submission from the date of issue of pre-bid responses. However, the RFP states that the bid submission has to be made 13 days after (20th November) the pre-bid meeting. Therefore, it is requested to provide at least 3 weeks' time for bid submission from the date of issue of pre-bid responses to enable submission of fully responsive proposal.	Refer Corrigendum - II issued on dt: 08.11.2017
26		Data Sheet clause 4, page 19	Online submission of Proposal	Data Sheet clause 20, page 22 states that Consultants must submit One Original and One Copy of the Technical Proposal and One Original of the Financial Proposal. Please clarify whether the proposal submission has to be made by online and physical submission?	Refer Corrigendum - II issued on dt: 08.11.2017

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
27	LEA Associates South Asia Pvt. Ltd.	Data Sheet clause 14, page 21	Training is the specific component of this Assignment.	Kindly explain the broad expectations of the KSCCL from the PMC with regards to training.	(To be read as) As per RFP Clause 14 of Datasheet, Page-21, Training related to approved components would be required
28		ITC 12.1, page 12 and Data Sheet clause 17, page 22	Earnest Money Deposit	Clause 12.1 states that EMD shall be acceptable in the form of BG also however Data Sheet clause 17 states that EMD is to be made in form of Demand Draft or Banker's Cheque only.	Refer Corrigendum - II issued on dt: 08.11.2017
29				Please clarify how the EMD of the successful bidder will be treated.	(To be read as) As per RFP Clause 12.1 of Datasheet, Page-22, The EMD of the successful bidder would be refunded on submission of Performance Security (10% of total Contract Value)
30		Clause 15.4 of Data Sheet	Procedure for Detailed Evaluation of Technical Qualifications Specific experience of the Consultant: point c: Experience as Project Management Unit / Project Management Consultant/ Support Units/Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Urban Infrastructure related projects with Value of Contract of at least Rs. 50lakhs	A. The scope of work for Project Management Unit /Support Units/ Technical Support or Coordinator Consultants is focused mainly on supervisory role. The agency undertaking the task may lack the required experience in preparation of Detailed Designs for the infrastructure components stated in the Terms of Reference. Therefore, it is requested to kindly reword the eligibility as: Experience as project management consultant/ Design and /or Supervision consultant in Urban Infrastructure B. It is also requested to include related projects with Value of Contract of at least Rs. 100lakhs.	As per RFP Clause No. 15.4 (c) of Datasheet, Page-25, Corrigendum I and II issued
31		Clause 15.4 of Data Sheet	Procedure for Detailed Evaluation of Technical Qualifications Specific experience of the Consultant: point c: Experience as Project Management Unit / Project Management Consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Urban Infrastructure related projects with Value of Contract of at least Rs. 50lakhs	Technical Form 2 E as given on page 33 is to be prepared for eligible assignment under this criterion, states that related projects will have contract value of Rs.100Lakhs. Kindly clarify and confirm the eligible assignment criteria.	Refer Corrigendum - II issued on dt: 08.11.2017
32		Form Fin-2: page 48	Summary of Costs	We understand that the Financial Proposal of the bidder shall be a sum of Competitive and Non- Competitive Components and the GST shall be paid by Client on the sum total of these two components. Please confirm.	(To be read as) As per RFP, Form Fin 2, Page-48, GST shall be paid as per applicable laws at the time of payment. The employer would verify whether the GST is in built or not for the respective components.
33		Appendix: Note for Preparation of Financial Proposal, Serial No.3, sub-clause (ii)	Months: 1year= 12= 312 working days	Considering 312 working days (payable days) in a year will exclude all National and Gazetted Holidays that have to be mandatorily given to an employee. Also there are months in an annual calendar with 5 Sundays. As per guidelines minimum 10 - 12 holidays (including national and religious) have to be given to an employee, apart from sick and casual leaves. Therefore, the Consultants should also be allowed these holidays and leaves and working days in a month should be counted as 22 and the clause may be read as: 1 year = 12= 264 working days.	(To be read as) As per RFP Appendix, Point No. 3 (ii), Page-54, The number of working days shall be considered as 22 days in a month which totals to 264 days per year.

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34	LEA Associates South Asia Pvt. Ltd.	Task 5 of the Terms of the Reference, page 74, sub- tasks (i) to (iv)	Knowledge Management Support	<p>Our submissions and suggestions are:</p> <p>Sub- task (i): The PMC cannot assist in hiring of its own monitors and supervisors. This will have conflict of interest.</p> <p>Sub- Task (ii) and (iv): As per the Smart City guidelines and as also stated in the RFP document, the tender documents shall be based on Standard Documents of the State and its SoR and the defined processes of the State/ Local Government shall be followed to procure goods, works and services.</p> <p>Therefore, keeping in mind the above, undertaking the sub- tasks will not be a gainful exercise.</p> <p>Sub- Task (iii): The consultant shall play only an advisory role in IT enablement of the SPV and as per the Guidelines the SPV has to include experts in IT field in its team.</p>	As per RFP Task 5 (i to iv) of Terms of Reference, Page-74, Corrigendum I and II issued
35		Point No. 5 of the Terms of the Reference	Team Composition and Qualification Requirements, page 76-82	<p>As per the Data Sheet the CVs on only the Key Professionals shall be evaluated for technical qualification.</p> <p>Therefore, it is requested to allow submission of only these CVs as part of the Technical Proposal.</p> <p>The submission of CVs of Professionals for Project Implementation and Supervision may please be allowed to be submitted at Contract Negotiations.</p> <p>The same also been the case in Warangal, Smart City bids in Haryana, Rajasthan and Karnataka Smart City PMC bids.</p> <p>Please clarify and confirm.</p> <p>It is requested to provide an extension of time by at least a month for submission of the Proposal to enable the bidder to prepare and submit CVs of the 58 experts listed in the ToR.</p>	<p>(To be read as)</p> <p>As per RFP, Section - 5 Terms of Reference Pg 76-82,</p> <p>The CVs of the Key Professionals shall be evaluated for technical qualification and submission of the same is mandatory as per RFP.</p> <p>For non-key professionals, a list shall be submitted as part of Technical Proposal</p>
36		Point No. 7, of the Terms of the Reference	Time Schedule and Activity wise Schedule page 85	It is requested to confirm time extension by at least 6 months for the design of Modules.	As per RFP Point No. 7 of Terms of Reference, Page-85 & 86, Corrigendum I and II issued
37		SC Clause 12, page, 115	During the implementation of the contract if any expert have to be replaced then consultant has to pay penalty as 10% of the total fees of that particular expert.	<p>Given the long duration of the consultancy assignments, the provisions of the Clause would have substantial impact on the Consultants as many unforeseen circumstances (apart from those listed in the GCC) do arise and lead to replacement of an expert.</p> <p>Also almost all the Smart PMC RFPs have excluded the Penalty Clause for replacement as part of the Contract.</p> <p>Also Clause 4.4 of the GCC states that all replacement will be undertaken with prior approval of the employer with a person of equivalent or better qualifications.</p> <p>This provision shall assist the Client in evaluating the quality of experts in the PMC team.</p> <p>Therefore, it is requested to kindly withdraw the clause and its provisions.</p>	Refer Corrigendum - II issued on dt: 08.11.2017
38		SC Clause 16, page, 116	The Arbitration proceedings shall take place in [insert name of city] in India.	It is suggested to keep the city as New Delhi	<p>(To be read as)</p> <p>As per Standard Forms of Contract Clause No. 16, Page-116, The Arbitration proceedings shall take place in Hyderabad in India.</p>
39		SC Clause 17, page, 116	The Performance Security amount is 10% of the Contract value.	It is requested to reduce the Performance Security amount to 5% of the Contract value.	As per Standard Forms of Contract Clause No. 17, Page-116, Corrigendum I and II issued
40	AECOM Water and Urban Development	ITC, Data Sheet CI, 2.1 Pg 19, Basic Eligibility	h. The Consultant should have Experience in at least 2 assignments as Project Management Consultant/Design and/or Supervision consultant in Integrated ICT applications related project	<p>Would like to suggest to include experience in system integration as this provides direct experience of establishing Command Control Centre. Hence :</p> <p>h. The Consultant should have Experience in at least 2 assignments as Project Management Consultant/Design and/or Supervision consultant / System Integration in Integrated ICT applications related project</p>	As per RFP Clause No. 2.1 (h) of Datasheet Page-19, Corrigendum I and II issued

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41	AECOM Water and Urban Development	ITC, Data Sheet Cl 15.4, Pg 24 Detailed Evaluation of Technical Qualification	i) a) Experience in providing services by the firm/consortium, by formation of a dedicated cell/ project management unit/ project consultancy to any department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP. (2.5 marks per project subject to maximum of 5 marks)	The PMC is always for long durations only, however in many cases in overseas the contract gets renewed every year. Hence the term 2 years may be deleted and theyears should be considered for 10 years. : a) Experience in providing services by the firm/consortium, by formation of a dedicated cell/ project management unit/ project consultancy to any department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India for a continuous period of 2 years, in last 10 years prior to the date of publication of this RFP. (2.5 marks per project subject to maximum of 5 marks)	As per RFP Clause No. 15.4(i)a of Datasheet Page-24, Corrigendum I and II issued
42		ITC, Data Sheet Cl 15.4, Pg 24 Detailed Evaluation of Technical Qualification	c) 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/ Sanitation/ Social Infrastructure) related project with value of contract (for consultancy service) of at least Rs 50 lakhs. (1 mark per project subject to maximum 4 marks)	As infrastructure is a major component the weightage may be enhanced in line with other experiences. Hence would propose to consider minimum fees of 250 Lakhs in place of 50 Lakhs. Also include Power sector in as this forms a major part of the smart city. This may kindly be considered. each project may be given weightage of 2 marks rather than 1 mark per project. c) 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/ Sanitation/ Power Sector) related project with value of contract (for consultancy service) of at least Rs 250 lakhs (2.5 crore). (2 marks per project subject to maximum 4 marks)	As per RFP Clause No. 15.4 (c) of Datasheet Page-25, Corrigendum I and II issued
43		ITC, Data Sheet Cl 15.4, Pg 24 Detailed Evaluation of Technical Qualification	d) Experience in providing services in Planning/ Design/ project management consultancy works in Urban mobility/Corridor Improvement/ Public Transportation/ Transit sector with value of contract (for consultancy service) of at least Rs 5 Crore or project costing more than Rs.1000 Crores. (2 marks per project subject to maximum of 4 marks)	Similarly the experience of urban mobility the fees may be considered as 2.5 cr in place of 5 cr so as to maintain the parity. d) Experience in providing services in Planning/ Design/ project management consultancy works in Urban mobility/Corridor Improvement/ Public Transportation/ Transit sector with value of contract (for consultancy service) of at least Rs. 2.5 Crore or project costing more than Rs.1000 Crores. (2 marks per project subject to maximum 4 marks)	As per RFP Clause No. 15.4 (d) of Datasheet Page-25, Corrigendum I and II issued
44		ITC, Data Sheet Cl 15.4, Pg 24 Detailed Evaluation of Technical Qualification	e) Experience as Project Management Consultant/ Design and/ or Supervision Consultant in development of Integrated ICT Applications related projects with value of contract (for consultancy service) of at least Rs 30 lakhs (1 mark per project subject to maximum 4 marks)	e) Experience as Project Management Consultant/ Design and/or Supervision consultant / System Integrator in development of Integrated ICT Applications related projects with value of contract (for consultancy service) of at least Rs 250lakhs (2 marks per project subject to maximum 4 marks) The fees should be considered of Rs. 2.5 Cr for each project and allotted 2 marks per project.	As per RFP Clause No. 15.4 (e) of Datasheet Page-25, Corrigendum I and II issued
45		ITC, Data Sheet Cl 15.4, Pg 24 Detailed Evaluation of Technical Qualification	f) Experience as Project Management Consultant/ Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs 100 lakh (2 marks per project subject to maximum 4 marks)	Tourism and lake front projects are based on small area and designs are of smallvalue. Hence the fees for each project may be considered of 25 Lakh. f) Experience as Project Management Consultant/ Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs 25 lakh (2 marks per project subject to maximum 4 marks)	As per RFP Clause No. 15.4 (f) of Datasheet Page-25, Corrigendum I and II issued
46		ITC, Data Sheet Pg 54, Appendix	(ii) Months: number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). Please note that the man month for Time Based components shall be equal to that mentioned in ToR. The month shall becalculated as per follows: 1 year = 12 months = 312 working days	The number of Working days may be reduced to 290 or as per the client working schedule	(To be read as) As per RFP Appendix, Point No. 3 (ii), Page-54, The number of working days shall be considered as 22 days in a month which totals to 264 days per year .

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47	AECOM Water and Urban Development	Key Experts, Page 76	Project Manager/Team Leader cum Urban Management Specialist	With reference to the experience of 15 years, as Team Leader any expert may have only 2 -3 projects. Hence a minimum of 2 projects may be considered in place of 5 projects. Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 2 projects.			As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-76, Corrigendum I and II issued	
48		End Note 5 on Key Experts, Page 76	Foot note: SPV may change the core team and the man days as per the requirement of the Projects identified under Smart City Proposal and accordingly evaluate the CVs of core team for technical score.	As marks of each key member are fixed, the clause has no relevance. Hence this may be deleted.			As per RFP Point No. 5 (foot note) of Terms of Reference, Page-76, Corrigendum I and II issued	
49		Key Experts, Page 77	E-Governance and Business Process Reengineering Specialist	Masters in IT is not very popular as most of the people get jobs in IT sector. Hence Bachelor's Degree may be permitted			As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-77, Corrigendum I and II issued	
50		Key Experts, Page 77	Smart IT Solutions Specialist	Masters in IT is not very popular as most of the people get jobs in IT sector. Hence Bachelor's Degree may be permitted			As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-77, Corrigendum I and II issued	
51				Following modification of Staff requirements are suggested:				
52			Modifications of Staff requirement under Lump Sum:	8	Solar Energy/ Renewable Energy Expert	9	<ul style="list-style-type: none"> ● Graduate in Engineering / related sector ● 7 years' experience in power projects viz., planning/ designing for power generation, transmission and distribution. 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-80, Corrigendum I and II issued
53				17	Information Security Systems Expert	6	<ul style="list-style-type: none"> ● MCA/ B. Tech / M. Tech in IT ● 5 years' experience in similar field 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-81, Corrigendum I and II issued
54			Support Staff for Project Implementation Task 2, Page 80	20	Networking & IT Infrastructure Specialist	6	<ul style="list-style-type: none"> ● MCA/ B Tech / M Tech in IT ● 5 years' experience in similar field ● Experience in ICT project execution and implementation ● Experience in Data centre and hardware sizing/ performance analysis 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-82, Corrigendum I and II issued
55				21	Video Analyst	9	<ul style="list-style-type: none"> ● B-Tech in Information Technology/ Electronics & Communication Engineering / Electronics Engineering / Computer science ● 5 Years' experience in IT field 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-82, Corrigendum I and II issued
56				22	IoT, IoE, AoT Specialist	12	<ul style="list-style-type: none"> ● BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science or equivalent ● 5 Years' experience in IT field 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-82, Corrigendum I and II issued
57		23		Intelligent Traffic System Expert	12	<ul style="list-style-type: none"> ● Post Graduate in Engineering/ Urban Transport. ● 5 years' of experience in Urban mobility infrastructure projects including ITMS 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-82, Corrigendum I and II issued	
				Modifications of Staff requirement under Lump Sum:				

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants				Response by KSCCL	
58	AECOM Water and Urban Development			24	Disaster Management Expert	6	<ul style="list-style-type: none"> ● Graduates with a master's in disaster and emergency management ● 10 years' experience in relevant field 	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-82, Corrigendum I and II issued	
59				The following payment terms may be considered					
60					Activity wise Deliverable		Payment Schedule		
61			Pg 87	Payment Schedule	Activity 2 : a) For each ABD Module: Submission of Situation Analysis Report for Modules and its acceptance & approval by the Karimnagar Smart City Corporation Limited b) For Smart Solution Module: Submission of Business Reengineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Karimnagar Smart City Corporation Limited		37.5 % of M2	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued	
62			Pg 87		Activity 3 For each ABD and Smart Solution Module : Feasibility Study Report and its acceptance & approval by the Karimnagar Smart City Corporation Limited		25% of M2	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued	
63				Payment Schedule	Activity 4 For each ABD and Smart Solution Module : Submission of Detailed Project Report and its acceptance & approval by the Karimnagar Smart City Corporation Limited		25% of M2	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued	
64					Activity 5: For each ABD and Smart Solution Module : Submission of Bid Documents and its acceptance & approval by the Karimnagar Smart City Corporation Limited		12.5 % of M2	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued	
65			Cl. III Special Conditions of Contract: pg 115	12. During the implementation of the contract if any expert have to be replaced then consultant has to pay penalty as 10% of the total fees of that particular expert.	The Company always try to retain the best talents, sometimes market conditions and other situations may compel for some expert to move on. However the organization will continue The penalty clause may be deleted.				Refer Corrigendum - II issued on dt: 08.11.2017
66		General	Extension for date of submission	Would request to provide at least 3 weeks after circulation of Pre-bid minutes, so as to prepare the proposal.				Refer Corrigendum - II issued on dt: 08.11.2017	
67	I-Mech Technologies Pvt Ltd	Clause 17 of Data sheet	<ol style="list-style-type: none"> EMD : Rs 25 lakhs Tender Fee: Rs 30 Thousand Avg Turnover of last 3 years : Rs 100 Cr 	Request to relax financial qualification criteria : <ol style="list-style-type: none"> EMD Rs 25 lakhs to Rs 20 lakhs Tender Fee: Rs 30 Thousand to Rs 20 Thousand Avg Turnover of last 3 years : Rs 100 Cr to Rs 25 Cr (under consortium 5 cr per each consultant) Consider to give MSME advantage for claiming the exemptions of EMD and turnover 				As per RFP Clauses 2.1, 12.1 and 13 of Data sheet, Page-18 & 22, Corrigendum I and II issued	

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
68	Aarvee Associates	Sub-criteria – i B, Page no. 24	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores.	Experience certificates of such projects normally will not contain the project cost as the project cost is estimated on a broader range. Hence we request you to please remove the project value and consider the area of the city same as below: Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for a city of atleast 125 sq.km area/Consultancy fee of atleast Rs.20 lakhs.	(To be read as) As per RFP clause 15.4, point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)
69		Clause 16 of 76 page no.78 & 79	Task 1, Task 2 & Task 3: All the CVs shall be submitted by the Consultant for the following professionals	Please allow to submit those CVs which are evaluated for the Tender (Task 1); Rest of the CVs can be submitted by the successful bidder Later. Please modify the clause as below: Task 2 & Task 3: The CVs shall be submitted by the Consultant for the following professionals at the time of appointment of the Consultant.	(To be read as) As per RFP, Section - 5 Terms of Reference Pg 76-82, The CVs of the Key Professionals shall be evaluated for technical qualification and submission of the same is mandatory as per RFP. For non-key professionals, a list shall be submitted as part of Technical Proposal
70		Clause 16 of 76	Project Manager / Team Leader cum Urban Management Specialist Masters in Engineering / Bachelor of Engineering with MBA or Construction Management or Masters of Engineering in Urban Infrastructure related subject	Please Consider: Bachelor of Engineering with Masters in Engineering / Management/ Construction Management / Masters in Urban Planning.	As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-76, Corrigendum I and II issued
71		Clause No 9., Pg no. 87 Payment Schedule for Lump Sum Based For Task 2 (Activity 2 -5)	Activity 2 : 25% of M2 Activity 3 : 25% of M2 Activity 4 : 25% of M2 Activity 5 : 25% of M2	We request you to modify the clause as: Activity 2 : 37.5% of M2 Activity 3 : 25% of M2 Activity 4 : 25% of M2 Activity 5 : 12.5% of M2	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued
72		Clause No. of Pg. No. 22 Data Sheet - Bank Guarantee as performance security	Bank Guarantee	We request you to consider Bank Guarantee as 2.5% of the total Contract Value.	As per RFP Clause 19 of Data sheet, Page-22, Corrigendum - I and II issued
73		Price Escalation	There is no mention of Price escalation during execution of PMC.	Price escalation @ 10% per year of billed amount from 13th month onwards from the commencement of the project	As per RFP, Corrigendum - I and II issued
74		Time Extension		We request you to extend the date of submission by minimum 3 weeks from the date of issue of prebid minutes.	Refer Corrigendum - II issued on dt: 08.11.2017
75	Voyants Partnering Services	2.1 Pg No. 18 - Clause (f)	Basic Eligibility Criteria	We would request you to kindly reduce the turnover criteria from INR 100 crores to INR 50 crores during the last three (3) financial years i.e. 2014-15, 2015-16 and 2016-17.	As per RFP Clause 2.1(f) of Data sheet, Page-18, Corrigendum - I and II issued
76		14.4 Pg No. 19	Submission of Proposal	We request you to extend the date of submission by minimum 3 weeks from the date of issue of prebid minutes.	Refer Corrigendum - II issued on dt: 08.11.2017
77		14.4 Pg No. 19	Submission of Proposal	We presume that soft copy submission has to be done online only and no hard copy submission has to be done. Please confirm. If there is hard copy submission also, please let us know how many copies?	Refer Corrigendum - II issued on dt: 08.11.2017
78		12.1 Pg No. 22	EMD	We would request you to kindly allow us to submit Bank Guarantee against Earnest Money Deposit.	Refer Corrigendum - II issued on dt: 08.11.2017

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
79	Voyants Partnering Services	15.4 Pg No. 24	Experience in providing services by the firm/consortium, by formation of a dedicated cell/ project management unit/ project consultancy to any department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP. (2.5 marks per project subject to maximum of 5 marks)	We request you to kindly consider Project Management Consultancy (PMC) experience in Infrastructure Sector such as Road, Water, Industrial Sector (SEZ, industrial Parks etc.) under this clause.	As per RFP Clause 15.4, point 21(i)a, Page - 24, Corrigendum- I and II issued
80		15.4 Pg No. 25	Experience as Project Management Consultant/Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs100 lakh (2 marks per project subject to maximum 4 marks)	(i) We request you to kindly reduce value of contract (for consultancy service) from Rs100 lakh to Rs. 50 Lakh. (ii) Kindly also consider more than 80 percent completed projects for evaluation.	(i)As per RFP clause 15.4, point 21(i)f Page - 25, Corrigendum- I and II issued <i>(To be read as)</i> (ii)As per RFP clause 15.4, point 21(i)a to h 90% completion of ongoing projects would be considered
81		Pg No. 75	Team Composition and Qualification Requirements	We request you to kindly allow all participants to submit list of Support Team at this stage instead of detailed CVs of each proposed team member. We understand that the Support Staff CVs will not be considered for evaluation at this stage. However, the CVs of Support staff of successful consultant shall be submitted at the time of negotiation.	<i>(To be read as)</i> As per RFP, Section - 5 Terms of Reference Pg 76-82, The CVs of the Key Professionals shall be evaluated for technical qualification and submission of the same is mandatory as per RFP. For non-key professionals, a list shall be submitted as part of Technical Proposal
82		-	Other Queries	Kindly share tentative extent of surveys for preparation of realistic and competitive financial proposal. Kindly share tentative extent of surveys for preparation of realistic and competitive financial proposal.	Smart City Proposal may be referred too
83		-	Other Queries	It would be of great help if you please indicate if there is any budgetary estimate available for the proposed consultancy assignment?	Smart City Proposal may be referred too
84	Grant Thornton	2.1 Pg No. 18 - Clause (a) Basic Eligibility Criteria	a. The Bidder/s shall be a private company, firm incorporated in India under the (Indian)Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate.	Since we are already working as PMC in smart cities across the country where in LLP firms have been allowed to participate in the PMC/PMU bids of other smart cities in India and hence there is precedence to this effect. Hence, we request you to kindly amend this clause in order to allow Limited Liability Partnership (LLP) firms (registered under the LLP Act 2008) to participate as well	As per RFP Clause 2.1 (i)a, Data sheet Page-18, Corrigendum- I and II issued
85		14.4 Pg No. 19	Submission of Proposal	We request you to extend the date of submission by minimum 3 weeks from the date of issue of prebid minutes.	Refer Corrigendum - II issued on dt: 08.11.2017
86		12.1 Pg No. 22	EMD	We would request you to kindly allow us to submit Bank Guarantee against Earnest Money Deposit.	Refer Corrigendum - II issued on dt: 08.11.2017
87		15.4 Pg No. 24	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores. (2 marks per project subject to maximum 4 marks)	We request the authority to reduce the number of projects to two	<i>(To be read as)</i> As per RFP clause 15.4, point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
88	Grant Thornton	15.4 Pg No. 25	Experience in providing services in Planning/ Design/ project management consultancy works in Urban mobility/Corridor Improvement/ Public Transportation/Transit sector with value of contract (for consultancy service) of at least Rs 5 Crore or project costing more than Rs.1000 Crores. (2 marks per project subject to maximum of 4 marks)	In addition to the existing clause, we request the client to widen the eligible sectors by adding similar projects in Roads, Ports, Bus terminals and logistics. This will allow firms having the relevant experience of all the sectors to participate.	As per RFP clause 15.4, point 21(i)d, Page - 25, Corrigendum- I and II issued
89		15.4 Pg No. 25	Experience as Project Management Consultant/Design and/ or Supervision Consultant in development of Tourism/River front/Lake Conservation/Water Body related projects with value of contract (for consultancy service) of at least Rs100 lakh (2 marks per project subject to maximum 4 marks)	Request the client to consider the following "Experience as PMC/Design and/ or Supervision Consultant in development of Tourism/Hospitality/Riverfront/Lake Conservation/ Water Body related projects". We request the authority to reduce the number of projects to two.	As per RFP clause 15.4, point 21(i)f Page - 25, Corrigendum- I and II issued
90		15.4 Pg No. 25	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 /Sanitation /Social Infrastructure) related project with value of contract (for consultancy service) of at least Rs 50 lakhs. (1 mark per project subject to maximum 4 marks)	Incongruency in Form 2E and Specific Experience clause 15.4 (c)	Refer Corrigendum - II issued on dt: 08.11.2017
91		Special Conditions of Contract Pg No. 115, SC Clause 10, GC Clause 3.4	Limitations of the Consultants' Liability towards the "Employer" 1. The Ceiling on Consultants shall be limited to a. Total cost, or b. The proceeds the consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of a & b is higher	We request the modification of clause to: Limitations of the Consultants' Liability towards the "Employer" 1. The Ceiling on Consultants shall be limited to a. Total cost of the project Component (or) b. The proceeds the consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of a & b is higher	As per Standard Forms of Contract, SC Clause 10, GC Clause 3.4 of Special conditions of Contract, Page 115 of RFP, Corrigendum - I and II issued
92	Dhramataru Consultants	2.1 Pg No. 18 - Clause (f)	Basic Eligibility Criteria	When the contract value is about 20 crores, The consultants turn over required is mentioned as 100 crores in RFP. We request you to make it to maximum of proposed contract value as part-II Ref. ITC.2.1(f)	As per RFP clause 2.1 (i)f of Data sheet Page 18, Corrigendum - I and II issued
93		14.4 Pg No. 19	Submission of Proposal	We request you to give four (4) weeks of time once all quarries were cleared for submission of bids.	Refer Corrigendum - II issued on dt: 08.11.2017
94	Deloitte	Clause 3.1: Eligibility of Association of Consultants and sub-Consultants Pg 7	If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II data sheet	The purpose of forming a consortium is to leverage combined strength of the partners. Accordingly, the evaluation should be based on the consolidated strengths of the consortium members.	As per RFP Clause 3.1, Page-7 , Corrigendum-I and II issued
95		Clause 5.2: Conflict of Interest - Pg 8	Conflicting relationships (iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/Job (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.	We request that this clause be made applicable to the team members being proposed as part of the project. Given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause.	As per RFP Clause 5.2, Page-8, Corrigendum-I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
96	Deloitte	Taxes under Financial Proposal (Point 10, Part I, Section II – Instructions to Consultants)- Pg 12	Point 10.1 in Page 12 states that The Consultant shall fully familiarize themselves about the applicable to Domestic taxes [such as: Goods and Services Tax(GST)] on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal	We request you to make changes to point 10.1 of page 12 as below, to reflect standard practices: The Financial Proposal shall take into account all expenses but excluding GST liabilities. Only GST as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.	(To be read as) As per RFP, Section-II : Instructions to Consultants Page-10 and Clause 15 Data sheet Page-22, GST shall be paid as per applicable laws at the time of payment. The employer would verify whether the GST is in built or not for the respective components.
		Taxes under Financial Proposal (Data Sheet Clause No. 15, Part II, Section II – Instructions to Consultants) - Pg 22	Data Sheet Clause No. 15 in Page 22 states that The Financial Proposal shall take into account all expenses but excluding GST liabilities. Only GST as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.		
97		Clause 2.1 "Basic Eligibility Criteria" - Pg 18	The Bidder/s shall be a private company, firm incorporated in India under the(Indian)Companies Act 1956/2013 or a company incorporated under equivalent law abroad.	We understand that the Limited Liability Partnerships (LLPs) are also eligible to bid. Please Confirm	As per RFP Clause 2.1 (i)a, Data sheet Page-18, Corrigendum- I and II issued
98		Bid submission date - Pg 19 & Corrigendum-II dt 08.11.17	Revised bid submission timeline: 27/11/2017	We request you to please provide a period of at least 3 weeks from the date of issue of response to queries to enable firms to submit good quality proposals, given the strategic importance of the project.	Refer Corrigendum - II issued on dt: 08.11.2017
99		Bank Guarantee Pg 22	The consultant shall furnish within 15 (fifteen) days from date of acceptance or work order an unconditional Bank Guarantee from the Bank of an amount equivalent to 10% of the total Contract Value to be received by it towards performance security valid for a period of 1 (one) year beyond the date of completion of services.	The bank guarantee should be returned on completion of the contract period.	As per RFP Clause 19 of Data sheet, Page-22, Corrigendum - I and II issued
100		Specific experience of the consultant firm relevant to the assignment / job - Pg 24	Experience in providing services by the firm/consortium, by formation of a dedicated cell/ project management unit/ project consultancy to any department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP.	We will request experience to be changed as follows " Experience in providing services by the firm/consortium, by formation of a dedicated cell/ project management unit/ project consultancy to any department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India in last 5 years prior to the date of publication of this RFP.	As per RFP Clause No. 15.4, Point No. 21 (i)f of Datasheet Page-24, Corrigendum I and II issued
101	Specific experience of the consultant firm relevant to the assignment / job - Pg 25	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores.	We will request experience to be changed as follows " Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or project fee exceeding Rs 25 lakhs"	(To be read as) As per RFP clause 15.4, point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)	

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL																																																					
102	Deloitte	Procedure for Detailed evaluation of technical qualifications - Pg 24,25 Forms 2C to Form 2H - Pg 31-36	The Table in Page 24 and 25 under the heading Procedure for Detailed evaluation of technical qualifications requires consultants to showcase specific experiences for various categories as below: <table border="1"> <thead> <tr> <th>Category</th> <th>Marks per project</th> <th>Total marks</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>2.5</td> <td>5</td> </tr> <tr> <td>b</td> <td>2.0</td> <td>4</td> </tr> <tr> <td>c</td> <td>1.0</td> <td>4</td> </tr> <tr> <td>d</td> <td>2.0</td> <td>4</td> </tr> <tr> <td>e</td> <td>1.0</td> <td>4</td> </tr> <tr> <td>f</td> <td>2.0</td> <td>4</td> </tr> </tbody> </table> Forms 2C (page 31) till 2H (page 36) call for list of projects not more than 10 in each of the forms.	Category	Marks per project	Total marks	a	2.5	5	b	2.0	4	c	1.0	4	d	2.0	4	e	1.0	4	f	2.0	4	Based on the marks per project and total marks allotted for each category, we understand that the total number of projects that are necessary to be showcased by the bidder would be as included in the column 'Total projects (implied)' in the table below: <table border="1"> <thead> <tr> <th>Category</th> <th>Marks per project (x)</th> <th>Total marks (y)</th> <th>Total projects (implied) (y/x)</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>2.5</td> <td>5</td> <td>2</td> </tr> <tr> <td>B</td> <td>2.0</td> <td>4</td> <td>2</td> </tr> <tr> <td>C</td> <td>1.0</td> <td>4</td> <td>4</td> </tr> <tr> <td>D</td> <td>2.0</td> <td>4</td> <td>2</td> </tr> <tr> <td>E</td> <td>1.0</td> <td>4</td> <td>4</td> </tr> <tr> <td>F</td> <td>2.0</td> <td>4</td> <td>2</td> </tr> <tr> <td colspan="4" style="text-align: center;">Total 16</td> </tr> </tbody> </table> Kindly clarify if this understanding is correct. If different, we request a clarification in this regard.	Category	Marks per project (x)	Total marks (y)	Total projects (implied) (y/x)	A	2.5	5	2	B	2.0	4	2	C	1.0	4	4	D	2.0	4	2	E	1.0	4	4	F	2.0	4	2	Total 16				As per RFP Clause No. 15.4, Point No. 21 (i)a to f of Datasheet Page-24, Corrigendum I and II issued
Category		Marks per project	Total marks																																																							
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F	2.0	4	2																																																							
Total 16																																																										
103	10 Form Fin-5 - Pg 53	Provisional Sums	We will request that the amount of provisional sums to be budgeted for the financial proposal may be specified.	As per RFP, Form Fin-5, Page - 53, Corrigendum - I and II issued																																																						
104	11 Team Composition and Qualification Requirements Experience for "E Governance and Business Process Reengineering Specialist" - Pg 77	Master's Degree in Information Technology/ Engineering/Management/MCA	We will request qualifications to be modified as "Bachelor's Degree in Information Technology or Engineering or Master's degree in Management/MCA/Economics.	As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-77, Corrigendum I and II issued																																																						
105	12 Team Composition and Qualification Requirements Experience for ICT expert (Row No. 5) - Pg 79	15 years in implementing ICT projects in urban area should have at least two projects of consulting/ implementing of city owned ICT wireless and wired networks.	We request you to please reduce the required experience to 10 years in implementing ICT projects in urban area.	As per RFP Point No. 5 (16), Task 3 of Terms of Reference, Page-79, Corrigendum I and II issued																																																						
106	Team Composition and Qualification Requirements Sr. Business Analyst / BPR Specialist (Row No. 18) - Pg 81	Minimum Qualification & Experience - Degree in BE/B-Tech. with MBA - 10 years' relevant experience - Worked in similar capacity for at least 7 years. Should have worked on at least 1 (one) urban project in government sector in similar capacity.	We request that the qualification and experience may be modified as follows" - Degree in BE/B-Tech. - 7 years' relevant experience - Should have worked on at least 1 (one) urban project in government sector in similar capacity.	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-81, Corrigendum I and II issued																																																						
107	Team Composition and Qualification Requirements - Pg 76-82	Some of the positions require Information Technology / Computer Science degrees as minimum qualification.	We request that all positions* requiring Information Technology / Computer Science degrees as minimum qualification may also accept MCA / M Sc (IT) as appropriate qualification. * Positions include: Core team for Project Management: 5. E-Governance and business process reengineering specialist; 6. Smart IT Solutions Specialist Support staff for Project implementation & supervision: 5. ICT Expert Project design & development team: 2. ICT Expert; 17. Information Security Systems Expert; 19. Solution Architect; 22. IOT, IoE, AoT Specialist; 23. Intelligent Traffic System Expert	As per RFP Point No. 5 (16), Task 3 of Terms of Reference, Page-76 to 82, Corrigendum I and II issued																																																						

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
108	Deloitte	CVs to be submitted for evaluation pg 76-82	Pages 76 till 82 list down the key positions and require submission of CVs for all the positions along with Technical Proposal. However, only CVs of Core Team for Project Management shall be evaluated for technical score.	We request for submission of only CVs of Core Team for Project Management which will be evaluated for technical score. CVs of remaining positions shall be shared at the time of entering into agreement.	(To be read as) As per RFP, Section - 5 Terms of Reference Pg 76-82, The CVs of the Key Professionals shall be evaluated for technical qualification and submission of the same is mandatory as per RFP. For non-key professionals, a list shall be submitted as part of Technical Proposal
109		STQC Audit - Pg 71,72,73	Point number I in Page 71 under Project Management Activities states that the consultant should co-ordinate for STQC certification Point iii (a) in Page 71 and iii (b) in page 72 and 73 state various activities to be executed by consultant under STQC. The Consultant will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant	We request you to clarify that the consultant's role is limited to facilitate / support the certification process.	As per RFP Point No. 5 (16), Task 3 of Terms of Reference, Page-76 to 82, Corrigendum I and II issued
110		Clause 3.3 Confidentiality - Pg 105	Except with the prior written consent of the "Employer", the Consultant and the Personnel 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Currently, no time frame is specified for this clause. We request to include the following as part of this clause "The confidentiality obligations shall survive the termination of this Contract/ completion of services for a period of one (1) year".	As per Standard Forms of Contract, Clause 3.3 Confidentiality - Page-105, Corrigendum-I and II issued
111		Clause 3.4 Insurance to be Taken out by the Consultant, - Pg 105	The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.	Deloitte has insurance against the risks, and for the coverage specified in the clause through long duration/recurring policies on standard terms and conditions, which may not be in line with the terms and conditions approved by the client. We shall be able to submit the documentary evidence of such policies. We request that the above arrangement be accepted by the client and the same be included in the contract during the negotiation stage.	As per Standard Forms of Contract, Clause 3.4 Insurance to be Taken out by the Consultant, Page-105, Corrigendum - I and II issued
112		Clause 3.5 Accounting, Inspection and Auditing - 105	The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.	<ul style="list-style-type: none"> We would be able to share all project related documents with the client for audit purposes. As Deloitte is a multi-disciplinary organisation handling sensitive information, we are not in a position to allow visits to our office for audit purposes. However the client can visit our project office and audit all relevant project-related documents. 	As per Standard Forms of Contract, Clause 3.5 Accounting, Inspection and Auditing, Page-105, Corrigendum - I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
113	Deloitte	Clause 3.8 Documents Prepared by the Consultant to be the Property of the "Employer" - Pg 106	All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request ... If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	We understand that pre- existing IPR of the Consultant shall remain with them, and only the 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. Please confirm.	As per Standard Forms of Contract, Clause 3.8 Documents Prepared by the Consultant to be the Property of the "Employer", Page-106, Corrigendum - I and II issued
114		Clause 6.3 Terms of Payment- 109	(c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary Corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Standard Form of Contract "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.	We would request you to define time period for acceptance and approval of each of the deliverable, including a 'deemed acceptance and approval period'.	As per Standard Forms of Contract, Clause 6.3 Terms of Payment, Page-109, Corrigendum - I and II issued
115		Clause 9.2 Liquidated Damages - 112	The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.	We request you to modify the clause to include the following "Liquidated Damages will be charged only if the reason is solely attributable to the respective parties"	As per Standard Forms of Contract, Clause 9.2 Liquidated Damages , Page-112, Corrigendum - I and II issued
116		Clause 9.3(a) Liquidated Damages - 112	If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.	We request you to modify the clause as follows " the Consultant shall be liable to pay, for the reason solely attributable to the Consultant, 1% of the total cost of the services for delay of each week or part thereof"	As per Standard Forms of Contract, Clause 9.2 Liquidated Damages, Page-112, Corrigendum - I and II issued
117		Clause 9.3(b) Liquidated Damages - 112	If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.05 % of total cost of the services for every week or part thereof for the delay.	We request you to define the acceptance criteria since "satisfactory completion" is a subjective word.	As per Standard Forms of Contract, Clause 9.2 Liquidated Damages, Page-112, Corrigendum - I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
118	Deloitte	Clause 11. Performance Security - 113	The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee	We request you to modify the clause to include the following "Performance Bank Guarantee will be returned immediately on completion of validity period"	(To be read as) As per RFP Clause 19 of Data sheet, Page-22. Performance security shall be valid for a period of 1 (one) year beyond the date of completion of services in case of Bank Guarantee
119		Special Conditions of Contract Clause 10, 3.4 - 115	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.	We request that the Consultant's Liability be limited to one time of the professional fee agreed upon. We also request that point (b) be deleted from the clause as the Consultant has a firm-level insurance across the organization.	As per Standard Forms of Contract, SC Clause 10, GC clause 3.4 of Special conditions of Contract, Page 115 of RFP, Corrigendum - I and II issued
120		Special Conditions of Contract Clause 11 (3.5) (a)- Pg 115	3.5 (a) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub- Consultants or their Personnel for the period of consultancy;	All motor vehicle owners are mandated to subscribe to motor vehicle insurance as per the Indian Motor Vehicle Act 1988 and any amendments thereof. As such, the third party motor vehicle insurance is not applicable to a Management Consultancy Firm. We request that this clause be deleted.	As per Standard Forms of Contract, SC Clause 11, GC Clause 3.5(a), Page-115, Corrigendum - I and II issued
121		Special Conditions of Contract Clause 11 (3.5) (d) - 115	Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any....	We would like to clarify that worker's compensation insurance is not applicable to the Consultant. Hence, we request you to delete this clause.	As per Standard Forms of Contract, SC Clause 11, GC Clause 3.5(d), Page-115, Corrigendum - I and II issued
122		Special Conditions of Contract Clause 12 (4.4) - Pg 115	During the implementation of the contract if any expert have to be replaced then consultant has to pay penalty as 10% of the total fees of that particular expert.	During the implementation of the contract if any expert have to be replaced then consultant has to pay penalty as 10% of the total fees of that particular expert.	Refer Corrigendum - II issued on dt: 08.11.2017
123		Data Sheet Clause 15.4 - Pg 24	Procedure for detailed technical qualification S.No B : Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Cr.	Request to remove project value as the value of plans / consultancy is much less than the value expressed. Size of the City or Area Covered under the project may be considered instead of value.	(To be read as) As per RFP clause 15.4, point 21(i)(b) of Data sheet Page-24 Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, Perspective Plan of integrated infrastructure projects, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) for project value exceeding 1000 Crores or Consultancy fee of atleast Rs.50 lakhs (2 marks per project subject to maximum of 4 marks)
124		Data Sheet Clause 15.4 - Pg 25	Procedure for detailed technical qualification S.No D : Experience in providing Planning/Design / Project Management Consultancy works in urban mobility/Corridor Improvement /public transportation/transit sector with value of contract for consultancy services of at least Rs 5 crores or project costing more than Rs. 1000 Crores	Request to relax project value and value of consultancy services /Size of the City / Area Coverage under a project may be considered	As per RFP Clause No. 15.4, Point No. 21 (i)d of Datasheet Page-25, Corrigendum I and II issued
125		FORM FIN 3B Pg 50	Person months and Remuneration of Key Professionals	It is requested for provision to specify man months and remuneration for ABD and Pan city projects separately for key professionals	As per RFP, FORM FIN 3B, Page 50, Corrigendum - I and II issued
126		Team Composition - Pg74 & 75	Project Manager / Team Leader cum Urban Management Specialist Masters in Engineering / Bachelor of Engineering with MBA or Construction Management or Masters of Engineering in Urban Infrastructure related subject	Bachelor of Engineering with Masters in Engineering / Management/ Construction Management / Masters in Urban Planning.	As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-77, Corrigendum I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
127	PWC	Team Composition - Pg 76	Team Composition and Qualification Requirement: PPP and Project Finance Specialist	Based on our experience in other Smart City projects, the effort assigned for this role may not be sufficient as PPP takes time in finalization/approvals, transaction structuring, attracting developers or investors to carryout projects ,ence, request to allocate at least 24 pm for Task 1 & 3 and 12 pm for Task 2. And also MOF guidelines suggests that PPP expert should handhold the project till commencement of operations.	As per RFP Point No. 5 (16), Task 1, 2 & 3 of Terms of Reference, Page-77, Corrigendum I and II issued
128		Team Composition- Pg 81	Team Composition and Qualification requirement: Lumpsum profiles GIS & Remote Sensing Expert	Request to change the JD as Bachelor's degree in Earth Sciences or Geology, Geography, Geochemistry may be included with experience of at least 10 years"	As per RFP Point No. 5 (16), Task 2 of Terms of Reference, Page-81, Corrigendum I and II issued
129		Team Composition - Pg 74 to 78	Team Composition & Qualification Requirements - CVs of the Core Team and Non-core team/Support Staff for Project Implementation and Supervision	Clarification: Is the bidder expected to submit the CVs of all 58 roles identified in the RFP or provide CVs for only Key Professional Staff which gets evaluated as part of the technical evaluation Suggestion: CVs of roles which are not being evaluated as part of the technical evaluation may be requested during the contract signing period	<i>(To be read as)</i> As per RFP, Section - 5 Terms of Reference Pg 76-82, The CVs of the Key Professionals shall be evaluated for technical qualification and submission of the same is mandatory as per RFP. For non-key professionals, a list shall be submitted as part of Technical Proposal
130		Payment Schedule Pg 87	Payment Schedule : For each module payment shall be (M2) = M1X N N = Actual Module cost# / Total cost* of Area Based Development Projects and Pan City Proposals Payments shall be made according to the following schedule: The accepted contract amount shall be in the following proportion; (a) Accepted Contract Amount (M) = [insert amount] LUMP SUM BASED FOR TASK 2 (Activity 2 -5) (b) For Activity 2 to Activity 5, Lump sum amount (M1) = Fin 3B + Fin 4B For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules For each module payment shall be (M2) = M1 X N N = Actual Module cost# / Total cost* of Area Based Development Projects and Pan City Proposals # In case of any new project added to the set of projects other than indicated in Annexure-I, the Actual module cost may vary accordingly * For total cost please refer Annexure I	Suggestion: As there is a considerable project consulting effort difference between ABD and Pan City modules, respective components value may be considered as the denominator instead of Total project value in arriving at the factor N in calculating the payment for the Pan City modules. Activity wise Deliverable Payment Schedule The accepted contract amount shall be in the following proportion; (a) Accepted Contract Amount (M)= [insert amount] LUMP SUM BASED FOR TASK 2 (Activity 2 -5) (b) For Activity 2 to Activity 5, Lump sum amount (M1) = Fin 3B + Fin 4B For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules categorized into following heads 1) PAN City For each module payment shall be(M) = MPAN X NPAN MPAN = The cost quoted in Fin 3B under PAN City resources. NPAN = Actual PAN City Module cost# / Total cost of Pan City Proposals in SCP. 2) ABD For each module payment shall be(M) = MABD X NABD MABD = The cost quoted in Fin 3B under ABD resources + Sum of Costs under Fin 4B. NABD = Actual Module cost# / Total cost of ABD Proposals in SCP*. # In case of any new project added to the set of projects other than indicated in Annexure-I, the Actual module cost may vary accordingly For total cost please refer Annexure I	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued
131		General	Price Escalation	There is no mention of Price escalation during execution of PMC. Price escalation @ 10% per year of billed amount from 13th month onwards from the commencement of the project	As per RFP, Corrigendum - I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
132	PWC	GC Clause 2.9 Pg 103	Termination : Survival – There is no outer boundary for survival of legal obligations except the audit clause [GCC 2.9.3]	<p>Clarification: It is observed that there is no outer boundary for survival of legal obligations except the audit clause.</p> <p>Suggestion: The outer boundary and survival period may be allowed. Termination may be made mutual. Either party may terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Upon termination we shall be paid for the work done till date of termination.</p>	As per Standard Forms of Contract, Clause 2.9, Page-103, Corrigendum - I and II issued
133		GC Clause 3.2 Pg 104	3.2 Conflict of Interests: The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.	<p>Clarification: There is an obligation not to engage directly or indirectly in any business or professional activity that would result in conflict of interest with activities assigned under this RFP.</p> <p>Suggestion: Nothing in this engagement shall affect our or other PwC firms’ ability to perform services for our other clients so long as we do not use or disclose your confidential information.</p>	As per Standard Forms of Contract, Clause 3.2, Page-104, Corrigendum - I and II issued
134		GC Clause 3.3 Pg 106	Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	<p>Suggestion: Request you to add a standard exclusion to confidentiality. Confidentiality obligations under the contract will not apply to information already in the public domain or available to us independently of this contract.</p>	As per Standard Forms of Contract, Clause 3.3, Page-106, Corrigendum - I and II issued
135		GC Clause 3.8 Pg 106	Ownership – Documents Prepared by the Consultant to be the Property of the “Employer”:	Upon full payment of fees/expenses, client will own the final deliverables submitted to client. However we will continue to retain our rights in the materials we bring in under the engagement.	As per Standard Forms of Contract, Clause 3.8, Page-106, Corrigendum - I and II issued
136		GC Clause 9 Pg 112	Liquidated Damages –@ 1% of total cost per week subject to a cap equal to 10% of the Agreement Value, in case of delay. 9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.	<p>Suggestion: Liquidated Damages (if any) can be made applicable only for delays solely attributable to the consultant. The overall amount of LDs can be changed to 5% (not to exceed) of the contract value.</p>	As per Standard Forms of Contract, Clause 9, Page-112, Corrigendum - I and II issued
137		GC Clause 10(v), 10(vi), 10(vii) Pg 112	Indemnity – There is an indemnity obligation upon on consultant for any claims arising from – (a) IPR infringement; (b) accident/injury sustained by consultant employees/agents/third parties; (c) wages, salaries, compensation, remuneration etc.	<p>Clarification: There is an indemnity obligation upon consultant for any claims arising from – (a) IPR infringement; (b) accident/injury sustained by consultant employees/agents/third parties; (c) wages, salaries, compensation, remuneration etc.</p> <p>Suggestion: The reference to indemnity should be deleted, in the event of a dispute the aggrieved party may be provided with adequate recourse court/arbitration.</p>	As per Standard Forms of Contract, Clause 10 (v), (vi) & (vii), Page-112, Corrigendum - I and II issued
138		SC Clause 10 Pg 115	Liability – Limitation of the Consultants’ Liability towards the “Employer” (i) The ceiling on Consultant’s liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.	<p>Clarification: The liability is capped at either – (a) total cost, or (b) proceeds which consultant is entitled to receive from any insurance maintained by consultant to cover such liabilities – whichever is higher.</p> <p>Suggestion: Overall liability of the consultant shall not exceed the amount of fees paid to the consultant. Consultant may not be made liable for indirect/consequential losses.</p>	As per Standard Forms of Contract, SC Clause 10, GC Clause 3.4, Page-115, Corrigendum - I and II issued

S No	Name of Organization	Reference Clause No.	RFP Clause	Clarifications sought by the Consultants	Response by KSCCL
139	Eptisa India Pvt Ltd	Basic Eligibility Criteria 2.1, Pg 18	(c) The Bidder/s must have at least one office in India which has been operational for the last five years. The copies of contract agreement awarded/completion certificate should be submitted as evidence for consultancy services provided. [RFP: Section 2 – Part II Instructions To Consultant – Data Sheet 2.1 Basic eligibility criteria point (d), Pg-18]	To ensure a wider range of participation we request you to kindly amend the clause as below: (c) The Bidder/s must have at least one office in India which has been operational for the last 3 years. The copies of contract agreement awarded/completion certificate should be submitted as evidence for consultancy services provided.	As per RFP Clause 2.1(c), Data sheet Page- 18, Corrigendum - I and II issued
140		Payment Schedule Pg 87	payment shall be made as follows For each module payment shall be (M 2) = M X N N = Actual Module cost # 1 / Total cost* of Area Based Development Projects and Pan City Proposals"	Modules are listed in page 90 and FR/PDR/DPRs can not be prepared for Modules. It is based on Projects. It will be difficult to make the payments at the end. Hence we request you to define the payments for report wise (which is likely to be done). A model matrix is prepared for Activity 2 to 5. Request you to give clarity on the payment for each report.	As per RFP Point No. 9 (a), of Terms of Reference, Page-87, Corrigendum I and II issued
141		Terms of Reference Task 4 & 5	Page 73 and 74, Task 4 & 5	Request you to please specify the type period for these tasks and pertinent payments for better clarity.	As per RFP Point No. 5 (16), Task 4 & 5 of Terms of Reference, Page-73 & 74, Corrigendum I and II issued