

GOVERNMENT OF ASSAM : URBAN DEVELOPMENT DEPARTMENT
OFFICE OF THE MISSION DIRECTOR, AMRUT, ASSAM & DIRECTOR, TOWN & COUNTRY PLANNING,
ASSAM

Pre-Bid Meeting on 24/06/2016
Statement of Queries and Clarifications

<i>Sl. No.</i>	<i>Reference</i>	<i>Queries made by intending Consultants</i>	<i>Description in RFP</i>	<i>Clarifications made by the Authority</i>
1	<i>page 7</i>	<ul style="list-style-type: none"> • Please clarify the number of members allowed in consortium. • There is no clarity on Roles and Responsibilities of the JV partners and their financial share? We suggest you to kindly allow the following to be incorporated as done on other projects. • “A company/firm will be allowed to use credentials of any other companies/firm belonging to the same corporate group and or utilizing the same brand name to meet the technical and financial eligibility criteria and for marking under the technical evaluation, provided the sufficient documentary proof is submitted with the bid proposal” (copy enclosed as given in other RFP) • The No. of JV partners shall not be more than 2, so as to allow better coordinated deliverables on the project. 	<p>3.1 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 combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.</p>	<p><i>Maximum 3 (Three) numbers in a consortium:</i></p> <p><i>As per ANEXURE - I</i></p> <p><i>Firm with different management have to form a JVC, otherwise credentials will not be considered.</i></p>
2	Page No-10	Please confirm the number of	Alternative professional staff shall not be	<i>As per RFP</i>

	Clause 9.3	CVs to be submitted for the Deputy Team Leader/ Construction manager position.	proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.	
3	Page 11 / clause 12.1 & pNo.12/Clause IV	<ul style="list-style-type: none"> The EMD may kindly be accepted in the form of BG also, as accepted in other States. Kindly consider. We request you to kindly accept Bank Guarantee (BG) against EMD as it's a big amount and accordingly provide the BG Format. Please revisit the criteria and allow the bidders to submit EMD in form of Bank Guarantee (BG) or partial amount i.e. Rs. 1 lakh in form of DD rest amount in BG. We request to reduce the EMD amount to Rs. 2 lac. The client is requested allow the bidders to submit the EMD in form of BG and also provide BG format for the same. It is requested to accept BG of Rs. 15,00,000.00 against EMD in the form of DD/FDR. 	<p>12.1 Earnest Money Deposit</p> <p>I. An EMD of Rs. 15,00,000.00 (Indian Rupees fifteen lakhs only), in the form of DD/FDR drawn in favour of the Employer (Mission Director, AMRUT, Assam) and payable at Guwahati, must be submitted along with the Proposal.</p> <p>IV. No bank guarantee will be accepted in lieu of the earnest money deposit.</p>	<p>12.1 Earnest Money Deposit</p> <p>I. An EMD of Rs. 15,00,000.00 (Indian Rupees fifteen lakhs only), in the form of</p> <p>a) DD in favour of the Employer (Mission Director, AMRUT, Assam) payable at Guwahati.</p> <p><u>OR</u></p> <p>b) FDR duly pledged in favour of the Employer (Mission Director, AMRUT, Assam) of any Nationalised Bank, must be submitted along with the Proposal.</p> <p>IV. No bank guarantee will be accepted in lieu of the earnest money deposit.</p>
4	PAGE 12 Section 2, Part 1 of the RFP Clause 10- Taxes.	<ul style="list-style-type: none"> As the project duration is of 48 Months, kindly confirm whether any increase or decrease in the Service Tax will be accordingly adjusted with the payments or not. 	<p>10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.</p>	<p><i>Tax will be deducted as per prevailing rate of taxes at the time of payment.</i></p>
5	Page12	<ul style="list-style-type: none"> We request you to kindly extend the Bid submission date by 	<p>clause14 submission, receipt, and opening of proposal</p>	<p><i>Extended suitably.</i></p>

		another five weeks after the issue of clarifications since the envisaged project is vast and requires substantial time and input to frame a competitive bid.		
6	page 13	<ul style="list-style-type: none"> It is requested to extend the proposal submission deadline by atleast 3 weeks from the date of issuance of Clarification to the prebid queries. 	The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.	<i>Extended suitably.</i>
7	page 15	<ul style="list-style-type: none"> The performance Security of 10% for Consultancy Services sector is too high. Performance Security of 2.5% is widely accepted by the Client for the Consultancy Services Assignment by major Government Client. Kindly consider the request. 	17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee (10% of contract value) as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.	<i>As per RFP</i>
8	PAGE No-18.clause 9.4	Keeping in view the quantum of work, it is proposed to have the approach and methodology with maximum 50 page limit.	Maximum of 20 Pages including charts and diagrams	<i>As per RFP</i>
9	Page 19 - 21	<ul style="list-style-type: none"> We understand that the Project Management/ Design/ Supervision Consultancy for State Highway and national Highway will be considered under this category for evaluation. Please clarify. We understand that similar international project will also be eligible for evaluation. Please confirm whether the international projects will be considered eligible or not. 	<p>Experience as project management consultant/ Design and/or Supervision consultant in urban transportation sector issues with value of contract (for consultancy service) of at least Rs 50 lakh. (0.6 marks per successfully completed project subject to maximum 6 marks)</p> <p>Experience of Urban Sector projects in State</p>	<p><i>As per RFP</i></p> <p><i>International Projects will not be considered but national project will be considered.</i></p> <p><i>In case of consortium, the experience of all members will not be considered collectively. Only the projected key personnel will rated. For details Sl. 10 may also be referred.</i></p>

		<p>Please confirm, in case of Consortium, whether the experience of all the members will be considered collectively or not.</p> <ul style="list-style-type: none"> • Please confirm, whether the ongoing assignments is similar nature will be considered towards fulfilment of Eligibility criteria. • We understand that we can show both completed/ substantially completed/ ongoing projects for the technical evaluation. Kindly confirm. • Kindly confirm, whether there is any allocation of marks for ongoing Projects or not. 	<p style="text-align: center;">PART – III PROCEDURE FOR DETAILED EVALUATION OF TECHNICAL QUALIFICATIONS (page 19-21)</p>	<p style="text-align: center;"><i>Ongoing project will not be considered. Only completed project will be considered.</i></p>
10	Page 19	<ul style="list-style-type: none"> • We request you to modify the same as “The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 100 (Hundred) crores during the last three (3) financial years;” since the quantum and magnitude of the Project is huge or should be compatible to the expected budget of the consultancy fee. • The balance sheets for the financial year 2015-16 have not yet been audited. In such case, the Statutory certificates cannot be provided before the release of audited balance sheets. Thus, request you to kindly allow submission of financial capacity 	<p>The Consultant (in case of single business entity)/ Lead Member (in case of Consortium) should have a minimum average turnover of Indian Rs. 10 (Ten) Crore during the last three (3) financial years.</p>	<p>The Consultant (in case of single business entity)/ Lead Member (in case of Consortium) should have a minimum average turnover of Indian Rs. 10 (Ten) Crores during the last three (3) financial years 2012 -13, 2013-14 and 2014-15</p>

	<p>Evaluation Criteria: Project experience</p>	<p>for the 3 years 2014-15, 2013-14. 2015- 2016 will be submitted in August soon after the release.</p> <ul style="list-style-type: none"> • The Average annual turnover shall be INR 30 Cr instead if INR 10 CR, equivalent to the Estimated Services/PMC fees. This being the prestigious project of Govt. Assam and Firms with sound Financial and Technical capabilities shall deliver the Project Deliverables in time, quality and specs. Kindly confirm. • A. Similar assignments should also include preparation of Techno-Economic Feasibility Reports as well. B. The similar experience clause should have a maximum of 7 years time frame in availing this clause. A consultant having prepared a DPR/TEFR 10 years ago should not be allowed to avail this experience as eligible since the time frame is not relevant. Further, the CVC guidelines too have put in a cup of 7 years for such experience clauses. • Needs clarity. Will the combined score be taken into account in any given ratio? Many a time a consortium is formed for ensuring better delivery at local level and hence 	<p style="text-align: center;">PART – III PROCEDURE FOR DETAILED EVALUATION OF TECHNICAL QUALIFICATIONS (page 19-21)</p> <p>(a) A brief description of the consultant’s organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-</p>	<p><i>As per RFP</i></p> <p><i>No. As per ToR and other clauses of RFP.</i></p> <p><i>Yes. Experience of h aving successfully completed similar works during last 7 (seven) years ending 30th May 2016.</i></p> <p><i>In case of the lead partner he must have experience of successfully completing at least 60% of required no of projects of specified value .</i></p> <p><i>In case of turn over lead partner must have average Turn Over of INR 10.00 Cr during the FY 2012-13, 2013-14,</i></p>
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		<p>proper weight-age must be given to any consortium with any local participation.</p> <ul style="list-style-type: none"> The Marking system given shall be changed to the attached RFP of Govt. of MP wherein higher marks are allotted for Higher Value of the Project, Kindly modify. 	<p>Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.</p> <table border="1" data-bbox="1115 812 1787 1453"> <tr> <td data-bbox="1115 812 1169 925">i)</td> <td data-bbox="1169 812 1572 925">Specific experience of the consultant firm relevant to the assignment / job</td> <td data-bbox="1572 812 1787 925">30 marks</td> </tr> <tr> <td></td> <td data-bbox="1115 925 1572 966">Sub criteria</td> <td></td> </tr> <tr> <td data-bbox="1115 966 1169 1453">a</td> <td data-bbox="1169 966 1572 1453">Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs100 lakh (1 mark per successfully completed project subject to maximum 10 marks)</td> <td data-bbox="1572 966 1787 1453">10 marks</td> </tr> </table>	i)	Specific experience of the consultant firm relevant to the assignment / job	30 marks		Sub criteria		a	Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs100 lakh (1 mark per successfully completed project subject to maximum 10 marks)	10 marks	<p>2014-15. No such performance to local participant will be given.</p> <table border="1" data-bbox="1787 812 2553 1453"> <tr> <td data-bbox="1787 812 1841 925">i)</td> <td data-bbox="1841 812 2298 925">Specific experience of the consultant firm relevant to the assignment / job</td> <td data-bbox="2298 812 2553 925">25 marks</td> </tr> <tr> <td></td> <td data-bbox="1787 925 2298 966">Sub criteria</td> <td></td> </tr> <tr> <td data-bbox="1787 966 1841 1453">a</td> <td data-bbox="1841 966 2298 1453">Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs100 lakh (1 mark per successfully completed project subject to maximum 10 marks)</td> <td data-bbox="2298 966 2553 1453">10 marks</td> </tr> </table>	i)	Specific experience of the consultant firm relevant to the assignment / job	25 marks		Sub criteria		a	Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs100 lakh (1 mark per successfully completed project subject to maximum 10 marks)	10 marks
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			<p>c Experience as project management consultant/ Design and/or Supervision consultant in urban transportation sector issues with value of contract (for consultancy service) of at least Rs 50 lakh. (0.6 marks per successfully completed project subject to maximum 6 marks)</p>	6 marks	<p>c Experience as project management consultant/ Design and/or Supervision consultant in urban transportation sector issues with value of contract (for consultancy service) of at least Rs 50 lakh. (0.5 marks per successfully completed project subject to maximum 5 marks)</p>	5 marks
			<p>d Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments,</p>	4 marks	<p>d 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). (0.5 marks per successfully completed project subject to</p>	3 marks

			Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study). (0.4 marks per successfully completed project subject to maximum 4 marks)		maximum 3 marks)																													
			ii) Proposed methodology and work plan in response to the terms of reference.	10marks	ii) Proposed methodology and work plan in response to the terms of reference.	15marks																												
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11	Page No. 20	<ul style="list-style-type: none"> Total marks of experts add up to only 59 and not 60. Kindly reconcile. 60 Marks are suggested for Key Professionals staff, whereas, summation of individual experts are 59 mark only. Please clarify and modify the numbers and evaluation marks against the extra position. 11 key experts marks has been suggested in the data sheet, whereas as per ToR 12 Key experts title has been suggested. Please confirm the requirement, input months of Project Finance Specialist. 	<p>The marks for key professionals will be further divided as under: (Following is an indicative distribution; however marks shall be customised as per the composition of team/ experts proposed in the final RFP.</p> <table border="1"> <thead> <tr> <th>Si. No</th> <th>Position</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Urban Management Specialist</td> <td>8</td> </tr> <tr> <td>2</td> <td>Deputy Team Leader/ Construction Manager</td> <td>6</td> </tr> <tr> <td>3</td> <td>Design Engineer (water supply)</td> <td>5</td> </tr> <tr> <td>4</td> <td>Design Engineer (Waste Water)</td> <td>5</td> </tr> </tbody> </table>	Si. No	Position	Marks	1	Team Leader cum Urban Management Specialist	8	2	Deputy Team Leader/ Construction Manager	6	3	Design Engineer (water supply)	5	4	Design Engineer (Waste Water)	5	<p><i>Reconciled as follows:</i></p> <p>The marks for key professionals will be further divided as under: (Following is an indicative distribution; however marks shall be customised as per the composition of team/ experts proposed in the final RFP.</p> <table border="1"> <thead> <tr> <th>Si. No</th> <th>Position</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Urban Management Specialist</td> <td>8</td> </tr> <tr> <td>2</td> <td>Deputy Team Leader/ Construction Manager</td> <td>7</td> </tr> <tr> <td>3</td> <td>Design Engineer (water supply)</td> <td>5</td> </tr> <tr> <td>4</td> <td>Design Engineer (Waste</td> <td>5</td> </tr> </tbody> </table>	Si. No	Position	Marks	1	Team Leader cum Urban Management Specialist	8	2	Deputy Team Leader/ Construction Manager	7	3	Design Engineer (water supply)	5	4	Design Engineer (Waste	5
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13	page21	<ul style="list-style-type: none"> We request you to modify the same as “Experience of Urban Sector projects in India: 10%”. Kindly modify the experience of Urban sector projects in India. Please confirm. “Experience of Urban Sector Projects in State” shall include the “India /International Projects” also. 	Experience of Urban Sector projects in State 10%	Experience of Urban Sector projects in India 10%																																													
13	Page 61	<ul style="list-style-type: none"> At the design phase of the assignment of a deputy team leader is not required as many a time the DPR will be prepared at office after collection of data and stakeholder meetings at the towns. Hence this requirement needs to be removed as it would only add additional cost to the assignment. <ul style="list-style-type: none"> A waste water and solid waste management expert need to be combined A project performance cum monitoring specialist 	6. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS 6.1 Team Composition <table border="1"> <thead> <tr> <th>Sr No</th> <th>Position</th> <th>State Level/ City Level</th> <th>Nos</th> <th>Duration (months)</th> </tr> </thead> <tbody> <tr> <td colspan="5">Key Professionals (CVs to be evaluated during technical evaluation)</td> </tr> <tr> <td>1</td> <td>Team Leader cum Urban Management Specialist</td> <td>State</td> <td>1</td> <td>48</td> </tr> <tr> <td>2</td> <td>Deputy Team</td> <td>City</td> <td>4</td> <td>48</td> </tr> </tbody> </table>	Sr No	Position	State Level/ City Level	Nos	Duration (months)	Key Professionals (CVs to be evaluated during technical evaluation)					1	Team Leader cum Urban Management Specialist	State	1	48	2	Deputy Team	City	4	48	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Position</th> <th>State Level/ City Level</th> <th>Nos</th> <th>Duration (months)</th> </tr> </thead> <tbody> <tr> <td colspan="5">Key Professionals (CVs to be evaluated during technical evaluation)</td> </tr> <tr> <td>1</td> <td>Team Leader cum Urban Management Specialist</td> <td>State</td> <td>1</td> <td>48</td> </tr> <tr> <td>2</td> <td>Deputy Team Leader/ Construction Manager</td> <td>State (Representative of respective cities)</td> <td>4</td> <td>48</td> </tr> </tbody> </table>	Sr No	Position	State Level/ City Level	Nos	Duration (months)	Key Professionals (CVs to be evaluated during technical evaluation)					1	Team Leader cum Urban Management Specialist	State	1	48	2	Deputy Team Leader/ Construction Manager	State (Representative of respective cities)	4	48					
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<p>is not required at project sites since individual experts will be engaged for each sector.</p> <ul style="list-style-type: none"> Engineering Feasibility study is part of scope of work, however, no financial or economist has been sought under key professionals. Engineering surveys and investigations regarding total station/ LiDAR survey, soil, groundwater etc. is required as part of scope of work, however GIS, Water quality and geotechnical experts etc, has not been sought. Please add the experts accordingly. 		Leader/ Construction Manager							
	3	Design Engineer (water supply)	State	1	48				
	4	Design Engineer (Waster Water)	State	1	48				
	5	Design Engineer (Drainage)	State	1	48				
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	11	Project Performance and Management Specialist (PPMS)	State	1	48				

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1	Urban Planner	State	1	24	1	Urban Planner	State	1	24
2	Transportation Specialist	State	1	24	2	Transportation Specialist	State	1	24
3	Social Development cum Resettlement Expert	State	1	24	3	Social Development cum Resettlement Expert	State	1	24
4	Project Finance Specialist	State	1	24	4	Project Finance Specialist	State	1	24
5	Structural Engineer	State	1	12	5	Structural Engineer	State	1	12
6	Mechanical Engineer	State	1	12	6	Mechanical Engineer	State	1	12
7	Electrical and Instrumentation Specialist	State	1	12	7	Electrical and Instrumentation Specialist	State	1	12
8	Environmental Specialist	State	1	12	8	Environmental Specialist	State	1	12
9	Assistant Construction Manager	City	4	48	9	Assistant Construction Manager Cum chief investigator	City	4	48
					10	Support Engineer	City	20	48
					11	Project Coordinator	City	4	48

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			<p>1. <u>Expert Title:- Assistant Construction Manager</u></p> <p>2. <u>Qualification & Skills</u></p> <ul style="list-style-type: none"> • Graduate in Engineering • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) <ul style="list-style-type: none"> • Assist Construction Manager in construction management • Responsible for construction management, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Record the work measurement and certify the contractor's bill; • Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods; • Furnish the detailed construction drawings as necessary during continuance of 	<p>1. <u>Expert Title:- Assistant Construction Manager Cum chief investigator</u></p> <p>2. <u>Qualification & Skills</u></p> <ul style="list-style-type: none"> • Graduate in Civil Engineering • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management/GIS, DGPS & ETS survey and Socio-economic data collection and analysis) <ul style="list-style-type: none"> • Assist Construction Manager in construction management • Responsible for topographical (GIS, DGPS & ETS survey) & socio-economic data collection and analysis. • Responsible for construction management, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Record the work measurement and certify the contractor's bill; • Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods; • Furnish the detailed construction drawings as necessary during continuance of the contract; 										

			<p>the contract;</p> <ul style="list-style-type: none"> • Contract management and Performance Monitoring of the contractors; • Assist third party inspections, if necessary, as decided by Client; • Assist the Client in interim and final certification of the bills of payment; • Assist the Client in issue of completion certificates. • Support in preparing Project Completion Report and progress reports • Resolve contractual issue during implementation 	<ul style="list-style-type: none"> • Contract management and Performance Monitoring of the contractors; • Assist third party inspections, if necessary, as decided by Client; • Assist the Client in interim and final certification of the bills of payment; • Assist the Client in issue of completion certificates. • Support in preparing Project Completion Report and progress reports • Resolve contractual issue during implementation
			<p>1. Expert Title :- Support Engineer 2. <u>Qualification & Skills</u> Degree in (relevant branch) Engineering with 5 years' experience Or Diploma in (relevant branch) Engineering with 10 years' experience</p> <ul style="list-style-type: none"> • Assist Assistant Construction Manager in construction management • Assist the Specialist in Management, Design and Supervision of Sub Projects • Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Support to Assistant Construction 	<p>1. Expert Title :- Support Engineer 2. <u>Qualification & Skills</u> Degree in (relevant branch) Engineering with 5 years' experience Or Diploma in (relevant branch) Engineering with 10 years' experience</p> <ul style="list-style-type: none"> • Assist Assistant Construction Manager Cum chief investigator in construction management • Assist the Specialist in Management, Field data collection viz. Topographical & socio-economic survey data, Design and Supervision of Sub Projects • Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design;

			<p>Manager in recording the work measurement and certifying the contractor's bill;</p> <ul style="list-style-type: none"> • Contract management and Performance Monitoring of the contractors • Support in preparing Project Completion Report and progress reports • Support in Resolving contractual issue during implementation 	<ul style="list-style-type: none"> • Support to Assistant Construction Manager in recording the work measurement and certifying the contractor's bill; • Contract management and Performance Monitoring of the contractors • Support in preparing Project Completion Report and progress reports • Support in Resolving contractual issue during implementation 																																																												
14	page26	<ul style="list-style-type: none"> • We request you to accept the Balance Sheets of the Firm which are already Certified from the Statutory Auditor and for the Form Tech – 2 further can be certified by a C.A, since most of the firms get their balance sheet audited by Statutory Auditor and it's a cumbersome process to get it Certify again. • It is requested to accept the financial turnover for the FY 2012-13, 13-14, 14-15 as the audited financial statement for FY 15-16 will not be available with consultants at the time of Proposal Submission 	<p>Form 2B: Format for Financial Capability of the Consultant</p> <p>(Equivalent in Rs. crores)</p> <table border="1"> <thead> <tr> <th>Consultant*</th> <th colspan="5">----- (Name of Consultant)</th> </tr> <tr> <th>FY</th> <th>2013-14</th> <th>2014-15</th> <th>2015-16</th> <th>Total</th> <th>Average</th> </tr> </thead> <tbody> <tr> <td>Annual Turnover</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Profit</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Consultant*	----- (Name of Consultant)					FY	2013-14	2014-15	2015-16	Total	Average	Annual Turnover						Net Profit												<p>Form 2B: Format for Financial Capability of the Consultant</p> <p>(Equivalent in Rs. crores)</p> <table border="1"> <thead> <tr> <th>Consultant*</th> <th colspan="5">----- (Name of Consultant)</th> </tr> <tr> <th>FY</th> <th>2012-13</th> <th>2013-14</th> <th>2014-15</th> <th>Total</th> <th>Average</th> </tr> </thead> <tbody> <tr> <td>Annual Turnover</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Profit</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>Others as per RFP</i></p>	Consultant*	----- (Name of Consultant)					FY	2012-13	2013-14	2014-15	Total	Average	Annual Turnover						Net Profit											
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15	page 34	<ul style="list-style-type: none"> • Please allow CV signed by concerned professional or authorized representative of the firm. 	<p>FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS NB.CV's of the each professional staff shall be signed by the concerned professional himself [Cl. 9. 4(f)]</p>	<p><i>As per RFP</i></p>																																																												

16	Refer Page 43, Form Fin-2, Summary of Costs, Non-Competitive Components.	<ul style="list-style-type: none"> • It is understood that financial proposal will be evaluated without taking into consideration provisional sum and contingency. It is requested that the Non-competitive items may be fixed. • The expenses under Provisional sum has the provision of survey, test, Investigations and report etc. However, as per Page 48, Appendix Note for preparation of Financial Proposal, Note Clause 5, Provisional Sums and Contingencies, it does not have the provision of survey and investigation. This may kindly be clarified. 	<p style="text-align: center;">5. Provisional Sums and Contingencies</p> <p>All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.</p> <p>All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis.</p> <p>a. Office equipment</p> <p>All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.</p> <p>b. Workshops and seminars</p> <p>The expenditures made on meetings, seminars and workshops etc. with the approvals of SMD/ PIU shall</p>	<i>As per RFP and as described in sl. No 13 at page 10</i>
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			<p>be reimbursed based on actual.</p> <p>c. Intercity travel</p> <p>The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend Illrd party inspections etc. with the approval of the SMD/PIU (as applicable). The payment will be considered for actual number of trips desired by the SMD/PIU for performance of services and will be reimbursed on the actual basis from provisional sum.</p> <p>6. Contingencies</p> <p>The provision of contingencies shall be there as indicated.</p>																									
17	Page 45/ Form Fin 4	<p>a) The quantity in Sl. No. 1 may kindly be provided to get all bidders on par. Kindly consider.</p> <ul style="list-style-type: none"> We request you to provide the Quantity in Nos. as it will be difficult to analyze at this point of time based on your internal calculations and assumptions and however the Unit Price for Per diem will vary from company to company based on their internal procedures and guidelines In order to maintain consistency in proposals from various firms, we request you to please specify the per diem quantity and 	<table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price In Rupees</th> <th>Total Amount in Rupees</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the</td> <td>Per day</td> <td>Xx (to be estimated)</td> <td><i>Ceiling of unit rate may be indicated by State</i></td> <td></td> </tr> </tbody> </table>	No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees	1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the	Per day	Xx (to be estimated)	<i>Ceiling of unit rate may be indicated by State</i>		<table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price In Rupees</th> <th>Total Amount in Rupees</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services</td> <td>Per day</td> <td>300</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees	1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	300		
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		mention the per diem unit rate as per the state government allowance.	purposes of the Services				
18	Page 45	<ul style="list-style-type: none"> We request you to kindly name and Nos. of cities since it has financial implication. In case of other envisaged cities the increase in no. from 4 should also be incorporated here. 					mentioned in page 53 of the RFP
19	page 47	<ul style="list-style-type: none"> It is requested to provide the distribution/breakup of 252 working days. 	(ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as per follows: 1 year = 12 months = 252 working days				$ \begin{array}{r} 1 \text{ year} = 365 \text{ days} \\ - \text{Sundays} = 52 \text{ days} \\ \hline = 313 \text{ days} \\ - \text{Holidays} = 61 \text{ days} \\ \hline \text{Working days} = 252 \text{ days} \end{array} $
20	Page 53	<p>b) Page 53 indicates there are 4 project cities including Guwahati. Assuming Guwahati will house the central office that means there will be 3 project cities. Therefore quantity on page 45 under Sr. No. 3 should be 48 x 3 months, that under sr.no.4 should be 48 x 4 months, that under sr. No 6 & 8 should be 48 x 3 months and that under sr.no.9 should be 48 x 4 months. Kindly clarify and reconcile the same.</p> <p>c) We understand that central offices will be set up in Dispur. Kindly confirm.</p> <p>d) As per the ToR, we understand that 4 project city offices will be set up. Thus the quantity will be</p>	Cost of office operation, including overheads and back-stop support at project cities (.....) Quantity = 48*5 (Month and City; to be finalized as per number of cities)				As per RFP (There will be 1 City Offices in 4 Mission Cities and 1 project office at SLNA(Guwahati). Thus 1*5=5 city offices.)

21	Page 50 to 60 / TOR	<p>48*4. Please confirm.</p> <ul style="list-style-type: none"> • Kindly give the status of DPRs prepared for the components given in the SAAP as provided for the state. • The State SAAP includes components of Parks. However there is no Architect position in the Expert proposed. Kindly include the same. • We request you to kindly specifically provide QA test which needs to be carried out and subsequently their specific equipment's since it involves a substantial capital cost and in turn will impact the commercials. Also please clarify how many labs we need to establish? • As there is huge capital cost involved in establishing the labs we propose that the cost of material testing shall be borne by the approved contractor/vendor and the appointed consultant shall supervise the same. There are material testing labs available with existing Engineering Colleges which can be used to save the cost as basic lab infrastructure already exist. • Please specify if any Traffic and EIA related investigations to be carried out? However at the time of preparation of the Proposal/s it is difficult to envisage the quantum and type of required Survey hence we propose Client to borne the same and get it done 	<p>Please refer Section 5 “Terms of Reference” “PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT”</p> <ol style="list-style-type: none"> 1. BRIEF DESCRIPTION OF TASK 2. BACKGROUND 3. IMPLEMENTATION ARRANGEMENT 4. PROJECT DEVELOPMENT & MANAGEMENT PROCESS 5. SCOPE OF WORK 	<ul style="list-style-type: none"> • DPRs have to be prepared by the consultant for various projects as per approved SAAP and SLIP. • Urban Planner/Civil Engineer will be able to perform the duty. • Existing facilities in Engineering Colleges / Polytechnics /Engg. Institutes may be utilised. • All survey and investigations including EIA need to be carried out by the consultant.
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		<p>by their approved Survey Vendor's and the appointed Consultant shall Supervise the same.</p> <ul style="list-style-type: none"> • What is the status of City Development plan CDP Project Development and Management Process- Service Level Improvement Plan (SLIP) and State Annual Improvement (SAAP) at present. • It is mentioned that SAAP should include exploring possibility of using PPP. Please confirm, whether such projects identified? • We understand that environment clearance and solutions to resettlement will be obtained by concerned ULBs and consultant need to only coordinate and assist ULBs/ concerned departments. • Please clarify on the volume of survey works along with desired accuracy level which need to be carried out. Please confirm whether the data related to rainfall, soil survey, geotechnical investigation which has to be collected from the line departments as secondary data or to be physically collected as primary data. Whether consultant has to establish Quality Control Laboratory for water sampling and analysis, identification of underground utilities and their mapping will require GIS conversions works. Please 		<ul style="list-style-type: none"> • CDP has been prepared for Guwahati city • For other towns Master Plan has been prepared. • SLIP is approved & SAAP for the year 2015-16 is already approved and for the year 2016-17 is in the process of approval • PPP mode project will be encouraged. The selected PDMC have to explore the possibilities. • Yes • All survey and investigations need to be carried out by the consultant. Existing facilities in Engineering Colleges / Polytechnics /Engg. Institutes may be utilised.
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		<p>confirm whether the consultants will be provided the base GIS data base already available with the concerned city departments.</p> <ul style="list-style-type: none"> • What is the current status of Feasibility study and DPRs? How many DPRs have been completed and what is the status of other DPRs. • Please provide the number and type of surveys to be conducted. • Please provide the areas to be covered under topographic surveys, if desired under the assignment. • We understand that Client will provide the previous studies/ reports (Topographical survey, Geotech survey, Master Plan, DPR etc.) • The client is required to advise break-up of design, supervision and DLP duration. • The Consultant's role is limited to selection of agency for maintenance of parks, playgrounds and recreational areas on PPP mode and are not responsible for maintenance of Parks, playgrounds and recreational areas. Please confirm. • Consultancy contracts will be for duration of 48 months (4 years). Does the duration of 48 months also include defect liability period. • Contingency has been mentioned-ranging between 5-10%. Kindly specify the Fixed Contingency 		<ul style="list-style-type: none"> • The DPRs are not yet prepared. It will be PDMC's responsibility to prepare the DPRS as per scope of work of "section – 5" as stated in Terms of Reference. • As required by the project. • The extent of project areas will be the municipal boundary. If necessary the extant of investigation will be beyond the municipal boundary based on requirement of project. • Yes • It is not be possible to provide the break up of design, supervision and DLP duration. The entire project duration is 48 months. • Yes • Defect liability of consultant does not arise. • Contingency will be an non competitive item and it is will be maximum 1% of approved bid value
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		<p>percentage in Reimbursable components in order to maintain consistency in financial proposals from various bidders.</p> <ul style="list-style-type: none"> Contingency has been mentioned-ranging between 5-10%. Kindly specify the Fixed Contingency percentage in Reimbursable components in order to maintain consistency in financial proposals from various bidders. 		
22	Section 5, Terms of Reference, Clause 5, Page 55 onwards.	<ul style="list-style-type: none"> The entire assignment need to be divided into two phases, (1) Design Phase and (2) Supervision Phase. This stems from the fact that there is a real possibility that actual no. of complemented projects may be less than the DPRs prepared and in that case, the supervision cost quoted by the consultant will be higher than the actual work on the ground. Also, not all DPRs will be implemented simultaneously; thereby fees given to consultants will not translate into works in many cases. Given this backdrop, it is suggested that the Department segregates the assignment into two phases, one Design Phase in which the number of DPRs per city is pre-fixed and at this stage the consultant is selected only for the design phase. Subsequent to approval of the DPRs (based on actual approval by Govt), the supervision phase is tendered out for each city or project as approved. 	<p>5. SCOPE OF WORK</p> <p>The scope of PDMC under the proposed mission comprises components namely Design, Supervision and Project Management. PDMC will identify projects on the basis of SLIP/SAAP framework, and carry out required investigation, design, procurement, and implementation. The PDMC will also ensure compliances and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.</p>	As per RFP

23	Page no. 63	<p>Change in Qualification & Skill of “Team Leader cum Urban Management Specialist”</p> <p>Change in Qualification & Skill of “Deputy Team Leader/ Construction Manager”</p>	<p>Team Leader cum Urban Management Specialist</p> <ul style="list-style-type: none"> • Graduate in Engineering or Post Graduate in Management/ Master’s in Planning. • 15 years’ experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) • Experience in leading the team • Experience in FIDIC contract conditions <p>Deputy Team Leader/ Construction Manager</p> <ul style="list-style-type: none"> • Graduate in Engineering • 10 years’ experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) • Experience in leading the team shall be advantage • Experience in FIDIC contract conditions 	<p>Team Leader cum Urban Management Specialist</p> <ul style="list-style-type: none"> • Graduate in Civil Engineering with Post Graduate in Management/ Master’s in Planning. • 15 years’ experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) • Experience in leading the team • Experience in FIDIC contract conditions <p>Deputy Team Leader/ Construction Manager</p> <ul style="list-style-type: none"> • Graduate in Civil Engineering • 10 years’ experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) • Experience in leading the team shall be advantage • Experience in FIDIC contract conditions 																																													
24	Page no. 61-72	<ul style="list-style-type: none"> • (i) The client is requested to separate Surveyor and Draftsman position since this is completely different skill sets. • (ii) The client is requested to reconfirm number of positions and duration of deployment required for Surveyor and Draftsman. 	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Position</th> <th>State Level/ City Level</th> <th>Nos</th> <th>Duration (months)</th> </tr> </thead> <tbody> <tr> <td colspan="5">Support Personnel (CVs shall not be evaluated during technical evaluation)</td> </tr> <tr> <td colspan="5">The CVs their level</td> </tr> <tr> <td>2</td> <td>Surveyor/ Draftsman</td> <td>State/ city</td> <td>8</td> <td>48</td> </tr> </tbody> </table>	Sr No	Position	State Level/ City Level	Nos	Duration (months)	Support Personnel (CVs shall not be evaluated during technical evaluation)					The CVs their level					2	Surveyor/ Draftsman	State/ city	8	48	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Position</th> <th>State Level/ City Level</th> <th>Nos</th> <th>Duration (months)</th> </tr> </thead> <tbody> <tr> <td colspan="5">Support Personnel (CVs shall not be evaluated during technical evaluation)</td> </tr> <tr> <td colspan="5">The CVs their level</td> </tr> <tr> <td>2(a)</td> <td>Surveyor</td> <td>State/ city</td> <td>12</td> <td>6</td> </tr> <tr> <td>2(b)</td> <td>Auto CAD operator/ Draftsman</td> <td>State/ city</td> <td>8</td> <td>48</td> </tr> </tbody> </table>	Sr No	Position	State Level/ City Level	Nos	Duration (months)	Support Personnel (CVs shall not be evaluated during technical evaluation)					The CVs their level					2(a)	Surveyor	State/ city	12	6	2(b)	Auto CAD operator/ Draftsman	State/ city	8	48
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25	Page no-64-69	<p>Considering the limited availability of the specialized experts suitable to the assignments, we request to revise the qualification requirement of the following expert :</p> <table border="1"> <thead> <tr> <th>Experts Title</th> <th>Qualifications & Skills</th> </tr> </thead> <tbody> <tr> <td>PPMS Engineer/UrbanPlanner/MCA/Post Graduate</td> <td>Graduate in relevant field.</td> </tr> </tbody> </table>	Experts Title	Qualifications & Skills	PPMS Engineer/UrbanPlanner/MCA/Post Graduate	Graduate in relevant field.	<p><u>Qualifications & Skills</u></p> <ul style="list-style-type: none"> • Graduate Engineer/ Urban Planner/ MCA • 10 years' experience of designing and implementing a suitable PPMS for projects preferably related to urban sector. 	As per RFP
Experts Title	Qualifications & Skills							
PPMS Engineer/UrbanPlanner/MCA/Post Graduate	Graduate in relevant field.							
26	Page-66	We request you to modify the same as: "PPP Expert - Graduate Engineer / Masters in Management/ Finance/C.A"	<p><u>Qualifications & Skills</u></p> <ul style="list-style-type: none"> • Graduate Engineer / Masters in Management/ Finance • 10 years' experience in public procurement Experience in design/ contract management of performance based urban service delivery contracts and contracts on PPP mode. 	As per RFP				
27	Page – 70	<u>We request you to modify the Qualifications & Skills of Assistant Construction Manager</u>	<ul style="list-style-type: none"> • Graduate in Engineering • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) 	Mentioned earlier at page 10				
28	Section 5, Terms of Reference point 7, page no. 73-74	<ul style="list-style-type: none"> • Please specify the number of copies and mode of deliverables (hard/soft) copy along with timelines of schedule. 		2 (two) nos of draft copies need to be submitted and after approval 7 (seven) copies of DPR to be submitted in the form of hard and soft copies.				
29	Section 5, Terms of Reference,	<ul style="list-style-type: none"> • Since the project duration is of 48 months, there should be provision of escalation and fees adjustments 		There will be no provision of price escalation.				

	point 8, page no. 75.	every 12 months.		
30	Section 5 , Terms of reference , point 8 (i) page no. 75.	<ul style="list-style-type: none"> • It is 5.5 %. Please make it to 5%. 	(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.	As per RFP
31	Page 75 clause #8 Payment Schedule	<ul style="list-style-type: none"> • Different payment terms are mentioned at payment terms two different locations in RFP. The client is required is requested to delete payment conditions mentioned in draft contract document on page 94-95. • It is requested to increase the advance payment upto 10% of the Contract value against submission of Bank Guarantee of the amount equal to the advance payment sought. 		As per RFP
32	Page 94/	<ul style="list-style-type: none"> • We understand that the Payment Term is based on Man-Month basis based on actual deployment. Hence there should not be percentage linked deliverable/payment. • As per ToR, the PDMC needs to prepare draft DPRs included in State Annual Action Plan (SAAP) 15-16 and 17-18 within 2 months. DPR preparation is a complete activity in itself and the PDMC team (with given number of key personnel) will not be sufficiently equipped to deliver the DPR in 2 months. Preparation of DPRs in the 	5.4 Payment: 6. PAYMENTS TO THE CONSULTANT 6.1 Total Cost of the Services 6.2 Currency of Payment: 6.3 Terms of Payment:	As per RFP As per RFP. No separate cost will be permitted for preparation of DPR.

		<p>given time frame will require more inputs and staff personnel (in addition to the proposed PDMC Team) to execute DPR activities like primary survey, detailed design, analysis, creating business model and preparation of detailed estimate etc. The cost of DPR preparation thus needs to be separately mentioned.</p> <p>In this scenario, we request you to please indicate a separate flat rate of 1% of project cost for DPR preparation enabling the Mission Directorate to outsource with support of the selected PDMC. A provisional sum may be kept separately out of the AMRUT fund for the entire period of the Mission for DPR preparation.</p>		
33	Page 94 Clause 6.3		SC13	SC 13 may be read as 6.3
34	Page 95 Clause 6.3(C)		As specified in SC 13	May be read (as specified in SC 6.3)
35	Page 97GC Clause 9/9.3(a)		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.	If the deliverables are not submitted as per schedule for deliverables under T o R, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
36	Page 95	<ul style="list-style-type: none"> The consultants are assuming the payments will be released within 30 days for undisputed invoices. The client is requested to confirm. The consultants are assuming the payments will be released within 30 days for undisputed invoices. The client is requested to confirm. 	6.3 Terms of Payment:	Yes (Subject to availability of fund)
37	Page 97 /	<ul style="list-style-type: none"> Kindly delete this clause as 	9. Liquidated Damages	

	Clause 9	<p>it will be difficult to monitor the same.</p> <ul style="list-style-type: none"> • It is requested to annul the liquidated damages of 0.1 % for the delay in submission of Deliverables. The Consultant will make its best effort to submit the Deliverables. 	<p>9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p> <p>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> <p>9.3 The liquidated damages shall be applicable under following circumstances:</p> <p>(a) 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.</p> <p>(b) 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 1% of total cost of the services for every week or part thereof for the delay.</p>	<i>As per RFP</i>
38	Page 98 / Clause 12	<ul style="list-style-type: none"> • Kindly delete this Clause. • The client is requested to limit to 5% of Total value of contract. 	<p>12. Performance Security</p> <p>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</p>	<i>As per RFP</i>

			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	
39	Page 99 Ref, of GC Clause 1.5		The addresses are: iii "Employer" :Urban Development Department, Government of (State) Attention :Mr..... Facsimile :	The addresses are: iii "Employer" :Mission Director, AMRUT & Director, T&CP Assam ,Government of (State) iv Attention : Mission Director, AMRUT && Director, T&CP Assam ,Government of (State) Facsimile :
40	Page 99 Ref, of GC Clause 1.6	GC Clause -----(Blank)	iii Consultant : Attention : Facsimile :	This portion may be read as GC Clause 1.6
41	Page 99 Ref, of GC Clause 1.8	Employer	The Authorized Representatives are: For the "Employer":.....Urban Development Department, Government of India For the Consultant	The Authorized Representatives are: For the "Employer":Mission Director, AMRUT & Director, T&CP Assam ,Government of (State) For the Consultant
42	Page 100 Ref, of GC Clause 2.3	Time duration	The time period shall be 15 days.	The time period shall be 30 days.
43	Page 100 Ref, of GC Clause 2.4(Blank) Month	The period shall beMonths	The period shall be 48 Months
44	Page 100 Ref, of GC Clause 3.5			In the SC clause 9,clause(a) may be read as Clause (C) and vice versa
45	Clause 14 Ref.of GC Clause 11	Ref GC Clause 12	Clause 14 Ref. of GC Clause 11	Clause 14 Ref. of GC Clause 11 may be read as CG Clause 12
46	Page 101 / Clause 12/6.3	Kindly provide yearly escalation for the rates.	(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance	<i>As per RFP</i>

			<p>sought by the Consultant. The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts. (ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan; . (iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4 (iv) Payment for Provisional Sum as per Appendix of Financial Proposal-Section 4</p>	
47	Page 101 / Clause 14/11	Kindly make Performance Security at 5% as is the norms in other States for AMRUT.	The Performance Security amount is 10% (States to indicate as per their law as and rules) of the Contract value.	<i>As per RFP</i>
48	General	<ul style="list-style-type: none"> Kindly provide for 3 weeks for submission from the date of minutes of Pre bid meeting. Please provide three weeks time from the issue of pre bid clarification Please extend the submission deadline accordingly. 		<i>As per RFP</i>

		<ul style="list-style-type: none"> The client is requested to kindly extend the bid submission date at least 3 weeks after giving pre-bid clarifications. 		
		<p>As per MOUD AMRUT Guidelines: The entire Asset & Network Data has to be captured in GIS hence if so is required in this Project too then Please clarify: The entire GIS data relevant to create Utility Layer in Base Map will be provided by the client and will have same basic data source, scale etc. Also please clarify in case of Base Map is to prepared in GIS by the consultant than what will be its Source, Scale, Method and of Collection of Primary and Secondary Data. Further to this whether the cost of the same is to be directly reimbursed by the Client? Also staff for GIS related activity shall also be provided and quantum of work in each city should be clearly mentioned.</p>		<p><i>All project related work to be carried out by the PDMC and for that payment will be made under the scope/framework of RFP.</i></p>
		<p>Normally for WTP and STP, detailed design is by the EPC contractor only as the Detailed design is vender specific depending on the Particular Technology / treatment units by different EPC/ DBO contractors. Preliminary design shall only be prepared by the Consultant but detailed design should be prepared by the EPC Contractor only.</p>		<p><i>All project related work to be carried out by the PDMC and for that payment will be made under the scope/framework of RFP.</i></p>

JVC Bidders should fulfill the following conditions:

1. Two or three Bidder (s) may form a joint venture/Consortium among them and apply against this tender specification, provided they fulfill the following eligible criteria;
 - 1.1 They should have legally valid Consortium agreement for the purpose of participation in the bidding process. The total no of a Consortium shall be limited to 3 (Three) members.
 - 1.2 Consortium as a whole shall meet the qualifying norms specified in the RFP, they participate. The lead partner of the Consortium should meet at least 60% of the qualifying norms in respect to the work experience. Besides the lead partner, other member(s) of the Consortium together shall meet the balance of the qualifying norms in respect to the work experience. However, the Lead Member must have a minimum annual turn over of Indian Rs. 10 (ten) crores for the financial year 2012-13, 2013-14 and 2014-15.
 - 1.3 All the Consortium member(s) shall authorize the lead member by submitting a power of Attorney duly signed by the authorized signatories. The lead member shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract.
 - 1.4 The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
 - 1.5 Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the RFP, where the said Consortium participates.
 - 1.6 Work Order(s) will be placed to lead member of the Consortium.

1. Despite any breach by the Lead Member or other Member(s) of the Joint Venture/Consortium agreement, the Member(s) do hereby agree and undertake to ensure full and effectual and successful performance of the Contract with the Owner and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
2. If the Owner suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Member to these presents before proceeding against or dealing with the other Member(s). The obligation of each of the member is absolute and not independent of the Joint Venture/Consortium or any member.
3. The financial liability of the members of this Joint Venture/Consortium agreement to the Owner, with respect to any of the claims arising out of the performance or non- performance of the obligations set

forth in the said Joint Venture/Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the Joint Venture/Consortium agreement. The liability of each member is absolute and not severable.

4. It is expressly understood and agreed between the Members to this Joint Venture/Consortium agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Owner. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Joint Venture/Consortium Member(s) fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint Venture/Consortium Members. It will be open for the Owner to take any steps, punitive and corrective action including the termination of contract in case of such default also.
5. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction within Guwahati in all matters arising there under.
6. In case of an award of a Contract, all the Members to the Joint Venture/Consortium agreement do hereby agree that Lead member shall furnish Performance Guarantee for value of 10% of the Contract Price and additional 1% by the other Joint Venture/Consortium Partner in the form of an unconditional Performance guarantee covering entire period of the contract.
7. It is further agreed that the Joint Venture/CONSORTIUM agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharges the same. It shall be effective from the date of submission of bid for all purposes and intents.
8. All terms used shall have the meaning as assigned to them in the RFP Documents and/or the agreements.
9. In case of any dispute amongst the members of the Joint Venture/Consortium, Owner shall not be in any way liable and also the Consortium members shall not be absolved from the contractual obligation in any manner.