PRE-BID MEETING

Project Name: Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement the Smart City Projects in Pondicherry.

Title of Consulting Services: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN PONDICHERRY CITY.

Reply to the queries raised by Agencies in Pre-Bid Meeting held on 15.03.2018 at Conference hall PSCDL.

| S No | Reference | Description in Tender Document | Query / Suggestion | Clarifications by Client |
|------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Page No. 13 Clause 12.1 | (a) An EMD of an amount of Rs.20,00,000/- (Rupees Twenty Lakh Only) as mentioned in data sheet, in the form of Demand Draft/ Bankers Cheque drawn in favour of the Employer (PUDUCHERRY SMART CITY DEVELOPMENT LIMITED) | Rs.20,00,000/- (Rupees Twenty Lakh Only) as an | (a) An EMD of an amount of Rs.20,00,000/- (Rupees Twenty Lakh Only) as mentioned in data sheet, in the form of Demand Draft/ Bankers Cheque/ Bank Guarantee drawn in Nationalised or Scheduled Banks in favour of the Employer (PUDUCHERRY SMART CITY DEVELOPMENT LIMITED) (Please refer Corrigendum 1) |
| 2. | Page No. 21 Clause No. of Data Sheet1. 2.1 | Basic Eligibility Criteria (e) The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 30 (thirty) crores during the last three (3) financial years; In case of JV/Consortium, apart from Lead Member/Single business entity, the JV/Consortium partner should have a minimum average annual turnover of Indian Rs. 10 (Ten) crores during last three (3) years. | We request you consider Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 20 (thirty) crores during the last three (3) financial years. | Please adhere to RFP conditions |

| 3. | Page No. 24 Clause No. of DataSheet11. 9.3 (b) | A. For Time Based components: Estimated number of Professional staff-months is: 540 person-months The Consultant's Proposal must include the minimum 540 Professional staff months for Time Based component. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time input, the missing time-input (expressed in person month) will be multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. B. For Lump Sum component: Estimated number of Professional staff-months is:360 | | Man months given for Task 1 & 3 are indicative. The consultants can consider additional positions and support staffs requirement to meet project objectives. Kindly clarify. We understand that man months given here are indicative. The consultant shall review that composition and suggest suitable skill sets and man months for the specialist and support staff as per their approach methodology for completing the activities of task 2. Kindly clarify. | Team Composition (Page No- 86) Terms of Reference, under section |
|----|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 4. | Page No 28, I, a-3 | Specific experience of the consultant Sanitation & Solid Waste Management (at least 2 Projects for Design& DPR preparation, 2 Projects for supervision- subject to submission of maximum 4 projects) | ma buo rec | general the sanitation and solid waste anagement projects, the consultancy fee are not adgeted to the tune of INR 100 lakh. Hence we quest you to reduce the eligible consultancy fee INR 20 lakh for a fair competition. | Please refer Corrigendum 1 |
| 5. | Page 28, I, b | Specific experience of the consultant 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) (0.5 marks per project subject to submission of maximum 6 projects) | wit exp ser not | the SCP proposal indicates a funding in PPP mode th proposed allocation of INR 190 Cr. Hence the perience of successful PPP/TA consultancy rvices shall be considered with a project value at less than INR 100 Cr. his consideration will add value to meet overall oject objectives. | Please refer Corrigendum 1 |

| 6. | Page 28, I, d-1 | Specific experience of the consultant | In general the Tourism & Heritage sectors, the consultancy fee are not budgeted to the tune of | Please refer Corrigendum 1 |
|----|-----------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------|
| | | Tourism & Heritage, Trade promotion and Education | | |
| | | (at least 4 Projects for Design & DPR preparation, 4 | | |
| | | Projects for supervision subject to submission of | | |
| | | maximum 8 projects) | | |
| 7. | Page 29, I, e | Specific experience of the consultant | We observed that, the eligible projects under | Please refer Corrigendum 1 |
| | | | each sub criteria are set with the value of | |
| | | Experience as planning / design/ project management | consultancy fees rather than the value of Project. | |
| | | of inclusive planning projects / Poverty Alleviation / | | |
| | | Affordable Housing /slum improvement project with | | |
| | | value of contract (for consultancy | times we lend our services on a nominal fee. | |
| | | service) of atleast INR 100 lakh per project. (0.5 mark per project, atleast 4 Projects for Design & 4 Projects | | |
| | | for supervision subject to maximum 8 projects,) | and above or the magnitude of the project. | |
| | | Tor supervision subject to maximum 8 projects, | | |
| 8. | Page 29, I, f | Specific experience of the consultant | Development of Renewable or Solar Energy has | Please refer Corrigendum 1 |
| | | _ | picked in India in the recent past. Hence rather | |
| | | Experience as project management unit / project | | |
| | | management consultant/ Support Units/ Technical | | |
| | | Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/Renewable energy | | |
| | | project (1 mark per project subject to maximum 6 | | |
| | | projects; at least Rs.100 lakh per project. 3 Projects | | |
| | | for Design & DPR Preparation, 3 Projects for | | |
| | | supervision) | | |
| 9. | Page No. 55 | C. Non-Competitive Components | Kindly indicate fixed non-competitive components | Please adhere to RFP conditions |
| | Form Fin-2 | Provisional Sum | amount to be quoted in financial proposal | |
| | | (Please note that amount shall be the same as in Form | | |
| | | FIN-5) | | |
| | | Contingency | | |
| | | (Please note that amount shall be the same as in Form | | |
| | | FIN-5) | | |
| | | | | |
| | | | | |
| 10 | | 1, (e) Annual turnover of INR 30 Cr for sole bidder and | | Please adhere to RFP conditions |
| | Section-2, Da | ta INR 10 Cr in case of JV Partner | and total investment made, we understand that | |

| | Sheet | | the Client want to select technically competent and financially strong consultant. In the case, the turnover criteria need to be on higher side so that revise to higher side i.e. at least INR 75 Cr minimum in case of sole bidder and INR 50 Cr for each JV partner. Kindly relook in context of above. Further, reduced turn over may refrain sound bidders to participate due to inferior competition. | |
|----|------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 11 | Page No. 28, Section-2, Data Sheet | | We understand that projects done with private clients (where ultimate client is also Government authority) will also be considered as eligible projects. | |
| 12 | Page No. 28, Section-2, Data Sheet | | integrated in nature wherein in single projects, one or more infrastructure | Please refer Corrigendum 1 |
| 13 | Page No. 28, Section-2, Data Sheet | 57 | We understand that IT/ITS related individual or projects wherein services carried out in large assignment (such as in Metro, Railway, high speed) will also be considered in this category. Further, this is in line with services defined for pan city solutions on page no 96 only. | Please adhere to RFP conditions |
| 14 | Page No. 29, Section-2, Data Sheet | | Real estate projects (especially housing, commercial, mixed used) are similar nature of projects and hence we request to includes those under this category too. | Please adhere to RFP conditions |

| 15 | Page No. 29, Section-2, Data Sheet | (ii) Marking for technical approach, methodology, work plan and organization & staffing | Marks allocation for technical approach, methodology, work plan and organization & staffing is not in line with standard marking system (which is at least 30% weightage) for | Please adhere to RFP conditions |
|----|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16 | Page No. 29, Section-2, Data Sheet | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/Renewable energy project. | not large and hence kindly allow project management unit / project management | Please refer Corrigendum 1 |
| 17 | Page No. 79, Section-5, Terms of Reference | Team composition a Time Based (Task 1 & 3) - Require 12 CVs out of which 7 CVs are to be evaluated b Support Staff for Supervision - Require 10 CVs out of which 1 CV is to be evaluated c Lump Sum Contract (Task 2) - Require 30 CVs out of which 3 CVs are to be evaluated | Ambiguity in number of CVs to be evaluated. Marking system defined on page no 30 says there are only 9 CVs are to be evaluated while team composition reflected 11 CVs to be evaluated. Kindly resolve ambiguity. Further, we understand that only 9 or 11 CVs (which are going to be evaluated) to be submitted along with the proposal but not all as mentioned from page no 79 to 86. It is standard practice in similar smart city projects to submit CVs of those professionals only whose CVs are to be evaluated. Further, CVs of support staff and for lump sum contract can be submitted and evaluated at the time of mobilization. | shall be considered for evaluation. The CVs of ICT System/ Solution Architect mentioned in Task -1 and Hydraulic/Drainage Expert mentioned in Task -2 of Team Composition, TOR under Section 5 shall not be considered for evaluation. The CVs of the remaining team members need not be submitted. But at the time of appointment of PMC, the remaining CVs should be submitted for the approval of |
| 18 | Request | Using credentials of parent (in case of subsidiary is bidding) or subsidiary (in case of parent is bidding) | Being a subsidiary of multinational firm/group thaving presence in over 80countries we request you to allow us to use credentials of our parent/ other subsidiary companies so as to bring international expertise for successful execution of the project in case of subsidiary is bidding or vis- à-vis. | The credentials of parent/ other subsidiary companies with international expertise will be considered, provided the project should have been executed with Govt. body. The necessary credentials has to be enclosed. |

| 19 | Instruction to Consultants, Clause 3, page 5: Eligibility of Association of consultants and Sub-Consultants | It requested to allow a consortium of 3 partner (LEAD +2) firms to bid for the assignment. | Based on the requirements to provide qualitative service, the |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 20 | | | bidder can decide appropriately. Please adhere to RFP conditions |
| 20 | Data Sheet clause 2, page 21, Basic Eligibility Criteria, S. No. (e): Minimum Average Annual Average turnover. | We request that Minimum Average Annual Average turnover of only LEAD partner shall be considered for bid evaluation. The required turnover may be raised to Rs. 50 crores. | Please adhere to RFP conditions |
| 21 | Data Sheet clause 3 and 4, page 22, Date of Pre-Proposal Meeting and Proposal Submission respectively | | For Submitting bid 3 weeks of time duration will be given from the date of issue of Pre-bid responses. (Please refer Corrigendum -1) |
| 22 | Data Sheet: Clause 17 Earnest Money Deposit in the form of Demand Draft/Banker's cheque, page 25. | It is requested to allow submission of EMD in the form of Bank Guarantee as the sum is large. This will assist the Consultants in maintaining cash flows. Please clarify how the EMD of the successful | Refer Serial No: 1 |
| 23 | Data Sheet: Procedure for Detailed Evaluation of Technical Qualifications with reference to Clause 15.4, page 27Specific experience of the Consultant relevant to the assignment / job, S. No. (a): Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in the under mentioned Sectors (for consultancy service) of at least Rs.100 lakh per project | type of mentioned experience in the sectors of Water, Sewerage, sanitation & SWM and drainage will be eligible for technical evaluation. Therefore, the requirement of 2 projects each in Design and Supervision is contradictory. | Please refer Corrigendum 1 |

| | | Solid waste experience should not be assessed as similar projects have not been identified in the SCP. The SCP lists procurement of waste collection and transportation vehicles with GPS tracking and installation of Smart Bins. Please confirm. | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 24 | Data Sheet: Procedure for Detailed Evaluation of Technical Qualifications with reference to Clause 15.4, page 28-29 Specific experience of the Consultant relevant to the assignment / job, S. No. (c), (d), (e) and (f): Experience as project management unit / project management consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design & DPR preparation or Supervision consultant. | type of mentioned experience in the sectors will be eligible for technical evaluation. Therefore, design and supervision should not be evaluated individually. | The experience in design and supervision shall be evaluated individually. Please refer Corrigendum 1 |
| 25 | Data Sheet: Procedure for Detailed Evaluation of Technical Qualifications with reference to Clause 15.4, page 28 Specific experience of the Consultant relevant to the assignment / job, S. No. (d) Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.100 lakh per project. | projects with fee of Rs. 100lakh is to narrow a criteria that will be difficult to meet, We suggest that experience in Tourism & Heritage, Trade promotion and Education is a separate criteria. | Please refer Corrigendum 1 |
| 26 | Data Sheet: Procedure for Detailed Evaluation of Technical Qualifications with reference to Clause 15.4, page 29 Specific experience of the Consultant relevant to the assignment / job, S. No. (e) Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of at least | Housing for Slums so we suggest that required number of similar experiences for technical evaluation should be a maximum of 3 similar assignments. | Please refer Corrigendum 1 |

| 27 | Rs.100 lakh per project. (0.5 mark per project, at least 4 Projects for Design & 4 Projects for supervision subject to maximum 8 projects,).DataSheet:Procedure for Detailed Evaluation of Technical Qualifications with reference to Clause 15.4, page 29 Specific experience of the Consultant relevant to the assignment / job, S. No. (f) Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.100 lakh per project. 3 Projects for Design & DPR Preparation, 3 Projects for | We suggest that required number of similar experiences for technical evaluation should be a maximum of 3 similar assignments as these are new sectors of work. Please confirm. | Please refer Corrigendum 1 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28 | supervision) Form Fin-2: Summary of Costs, page 55 | 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. | The evaluation proposal shall be done on competitive components only, with inclusive of domestic applicable taxes (if any) excluding of GST. Refer page No:54 FORM FIN-1 declaration on Financial Proposal Submission Form and Page No: 25, Clause 14 of Data Sheet. In the BOQ, FORM FIN -2, in the "taxes" column, only the applicable GST has to be entered. |
| 29 | Section 5 of the Terms of the Reference: Team Composition and Qualification Requirements, page 79- 86 | As per the Data Sheet the CVs on only nine professionals shall be evaluated for technical qualification. Therefore, it is requested to allow submission of only these CVs as part of the Technical Proposal. The submission of other CVs may please be allowed to be submitted at Contract Negotiations. The same also been the case Smart City PMC bids in Telangana, Haryana, Rajasthan and Karnataka. | Refer Serial No: 17 |

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| | | | Please clarify and confirm. | |
|----|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30 | | Section 7, of the Terms of the Reference: Time Schedule and Activity wise Schedule page 88 | | Please adhere to RFP conditions |
| 31 | | SC Clause 16, page, 112: 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. | Please adhere to RFP conditions |
| 32 | DATA Sheet, Clause no. 1 ITC Clause 2.1 (d) on page no. 21 | 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/ Multilateral and Bilateral Funding Agencies in the last 10 years. | Please note the referred clause has been amended by various Smart City SPV's (e.g. Dharamshala, Faridabad, Aligarh, Allahabad, Dehradun etc.) It is request to amend the clause in similar way as herein under 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/ Multilateral and Bilateral Funding Agencies at the time of submission of the bid. | The sole bidder/Lead Bidder/Consortium member should not have been blacklisted, debarred/faced termination o contract by any Government Government Board / Corporation Company/Statutory Body / PSL company/Non- Government, Multilateral and Bilateral Funding Agencies in the last 5 years and should be free from Blacklisting/debarment as on the date of submission of the bid. (please refer Corrigendum 1) |
| 33 | Clause no. 4.4, Removal and/or Replacement of Personnel: Page no. 117 | In the first year, the Consultant can replace upto 2 professionals. Beyond 2, a reduction of 10% from remuneration will be done But if T.L. is replaced than 50% of the remuneration will be deducted During 2nd year, the Consultant can replace upto 3 professionals and beyond 3, a reduction of 10% in remuneration will be done. | You will appreciate that the Consultants requests replacements only in the event of extreme health or other eventualities. With such significant reduction in remuneration, the Consultant will face serious impediment in locating a suitable replacement which will also jeopardize the Project. Hence, the reduction on T.L. replacement be reduced to 10% | Please adhere to RFP conditions |
| 34 | Section - 1 Letter of Invitation, Cl. No. - 5 Page No. 4 and | Only EMD and Bid Processing Fees must be delivered in hard copy to the below mentioned address before 9 th April 2018 and 12:00 hrs (IST). | Please reconfirm, that only the following documents needs to be submitted in original hard copy on or before 9 th April 2018 and 12:00 hrs (IST). • EMD, | of Data sheet. And page no.14 |

| | Section - 2 - Instructions to | The Bidder shall Demand Draftby hand in hard copies as mentioned in the Data Sheet. | Bid Processing fee,Power of Attorney, | |
|----|----------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------|
| | Consultants, Part - I | hard copies as mentioned in the bata sheet. | | |
| | Clause No 14.1 | | Joint Venture Agreement | |
| | Page No. 14 | | | |
| | Section - 2 - | The Tenderer | | |
| | Instructions to | points (a) to (j) | | |
| | Consultants, Part - I | All these documents should be uploaded with a valid | | |
| | Clause No 14.5 | digital signature | | |
| | Page No. 14 | Note: Xerox copy of the above said documents shall | | |
| | and | be furnished along with the payment of EMD and | | |
| | anu | tender fee to this office before the due date as | | |
| | | mentioned in DATA SHEET, | | |
| | Section - 2 - | However, Original EMD before 09 th April 2018 (at | | |
| | Instructions to | 12:00 hours IST), | | |
| | Consultants, Part - II | | | |
| | Clause No 14.3 | | | |
| | Page No. 26 | | | |
| 35 | Section - 2 - | (g) Copy of Income Tax Clearance Certificate for the | | Income Tax Clearance Certificate |
| | Instructions to | past three consecutive years. | Circular No.2/2004 dated 10th February 2004 from | is not required. |
| | Consultants, Part - I | | Ministry of Finance, ' <u>No ITCC shall be required to</u> | |
| | Clause No 14.5 | | be furnished by any person while filing a tender | |
| | Page No. 14 | | for the purpose of obtaining commercial | |
| | and | | contracts'. Thereafter the IT department has | |
| | | | stopped issuing ITCCs. Therefore it is requested to | |
| | | | delete this requirement. IT Return for the last 3 | |
| | | | financial years can be submitted if required. | |
| | | | Copy of this Circular is attached hereafter. | |
| 36 | Section - 2 - | (a) An EMD of an amount of Rs.20,00,000/- (Rupees | EMD as a standard practice is submitted as Bank | Refer Serial No: 1 |
| | Instructions to | | Guarantee from Scheduled banks. Hence, we | |
| | Consultants, Part - I | the form of Demand Draft/ Bankers Cheque | request you to kindly accept EMD in the Form of | |
| | Clause No 12.1, a | drawn in favour of the Employer (PUDUCHERRY | Bank Guarantee from Scheduled Banks. | |
| | Page No. 13 | SMART CITY DEVELOPMENT LIMITED) and payable at | Also, please provide the following details: | |
| | | Puducherry as mentioned in data sheet, must be | Bank Guarantee Format acceptable to | |
| | | submitted along with the Proposal. | PSCDL. | |
| | Sheet, Page no. 25 | | • PSCDL Bank Details Such as Account Name, | |
| | | | Account Number, IFSC Code etc. | |

| 37 | Section - 2 - | It is mandatory for all the Bidders to have class-II | Class III Digital Signature Certificate is generally | At least Class -II DSC is necessary. |
|----|------------------------|-------------------------------------------------------|------------------------------------------------------|--------------------------------------|
| 57 | Instructions to | Digital Signature Certificate (DSC) (in the name of | used for submission of tender/Bids. Class II is | Class - III DSC can also be used |
| | Consultants, Part - I | Authorized Signatory / Firm or Organisation / Owner | more for personnel use like IT Return etc. Please | with signing & encipherment for |
| | Clause No 14.9.2 | of the Firm or organisation) | confirm, Class - III can be used here. | submitting the bid. |
| | Page No. 16 | | | |
| 38 | Section - 2 - | The Consultant should have Experience in at least | Please confirm that the experience from Central / | Only the experience from |
| | | 5 (Five) assignments for Project Management | | government levels (Central/ |
| | Consultants, Part - II | Consultants/ Project Management Unit/ Technical | | State/PSUs/ Municipal) shall be |
| | | Support Units/ Design and supervision Consultants | category. | accepted. |
| | Point (f) | for urban infrastructure assignments at government | | |
| | Page No. 22 | levels (Central/ State/ Municipal) [use form Tech 2C] | | |
| 39 | Section - 2 - | Experience as PMU / PMC/Support Units/ Technical | Consultancy fee for any assignment among other | Please refer Corrigendum 1 |
| | Instructions to | Support or Coordinator Consultants/ Design and | things is also a matter of pricing strategy adopted | |
| | Consultants, Part - II | DPR preparation /or Supervision consultant in the | by the bidder at the time of submitting the tender | |
| | | under mentioned Sectors (for consultancy service) of | for that assignment. Consequently, consultancy | |
| | (i) (a) a1, a2, a3, a4 | at least Rs.100 lakh per project. (0.5 mark per | fee for sum large / relevant assignments may not | |
| | (), (=), = , = , = , = | project) - use Form Tech 2E | be INR 100 Lakhs per project. It is important that | |
| | Page No. 27 | | these assignments are also considered to allow | |
| | 5 | | proper competition in this Pondicherry Smart City | |
| | | | PMC Tender. It is also suggested to increase the | |
| | | | weightage for each such project. In order to allow | |
| | | | this, we suggest that the criteria may be modified | |
| | | | as follows: | |
| | | | "Experience as PMU / PMC/Support Units/ | |
| | | | Technical Support or Coordinator Consultants/ | |
| | | | Design and DPR preparation /or Supervision | |
| | | | consultant in the under mentioned Sectors | |
| | | | (for consultancy service) of at least Rs.100 lakh | |
| | | | per project or Project Cost of More than Rs. 50.00 | |
| | | | Crores. (1 mark per project) - use Form Tech 2E". | |
| 40 | Section - 2 - | Experience as project management unit / project | Consultancy fee for any assignment among other | Please refer Corrigendum 1 |
| | Instructions to | management consultant/ Support Units/ Technical | things is also a matter of pricing strategy adopted | |
| | Consultants, Part - II | Support or Coordinator Consultants / Design & | by the bidder at the time of submitting the tender | |
| | | DPR preparation or Supervision consultant in Urban | for that assignment. Consequently, consultancy | |
| | (i) (d) d1, d2, d3 | Mobility Projects through redevelopment related | | |
| | | works, project with value of contract (for | be INR 100 Lakhs per project. It is important that | |
| | Page No. 28 | consultancy service); of at least Rs.100 lakh per | these assignments are also considered to allow | |

| | | numbers (4 merule new numbers) and Example 2 | and a second station in this Devisition of Course City | |
|----|------------------------|--------------------------------------------------------|--------------------------------------------------------|----------------------------|
| | | project. (1 mark per project) - use Form Tech 2I | proper competition in this Pondicherry Smart City | |
| | | | PMC Tender. Also, in order to have enhanced | |
| | | | competition, we request you to delete the criteria | |
| | | | given for projects for Design and DPR, Projects for | |
| | | | Supervision. It is also suggested to increase the | |
| | | | weightage for each such project. In order to allow | |
| | | | this, we suggest that the criteria may be modified | |
| | | | as follows: | |
| | | | "Experience as project management unit / | |
| | | | project management consultant/ Support Units/ | |
| | | | Technical Support or Coordinator Consultants / | |
| | | | Design & DPR preparation or Supervision | |
| | | | consultant in Urban Mobility Projects through | |
| | | | redevelopment related works, project with | |
| | | | value of contract (for consultancy service); of | |
| | | | at least Rs. 100 lakh per project or Project Cost of | |
| | | | More than Rs. 25.00 Crores. (2 mark per project) - | |
| | | | use Form Tech 21". | |
| 41 | Section - 2 - | Experience as planning / design/ project management | | Please refer Corrigendum 1 |
| | Instructions to | of inclusive planning projects / Poverty Alleviation / | things is also a matter of pricing strategy adopted | 5 |
| | Consultants, Part - II | Affordable Housing / slum improvement project with | | |
| | ·····, ··· | value of contract (for consultancy service) of atleast | | |
| | (i) (e) | Rs .100 lakh per project. (0.5 mark per project, at | | |
| | × / × / | least 4 Projects for Design & 4 Projects for | be INR 100 Lakhs per project. It is important that | |
| | Page No. 29 | supervision subject to maximum 8 projects,) -use | these assignments are also considered to allow | |
| | J | Form Tech 2J | proper competition in this Pondicherry Smart City | |
| | | | PMC Tender. Also, in order to have enhanced | |
| | | | competition, we request you to delete the criteria | |
| | | | given for projects for Design and DPR, Projects for | |
| | | | Supervision. It is also suggested to increase the | |
| | | | weightage for each such project. In order to allow | |
| | | | this, we suggest that the criteria may be modified | |
| | | | as follows: | |
| | | | "Experience as planning / design/ project | |
| | | | management of inclusive planning projects / | |
| | | | Poverty Alleviation / Affordable Housing / slum | |
| | | | improvement project with value of contract (for | |
| | | | | |

| 42 | Section - 2 - Instructions to Consultants, Part - II (i) (f) Page No. 29 | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.100 lakh per project. 3 Projects for Design & DPR Preparation, 3 Projects for supervision) - use Form Tech 2K | things is also a matter of pricing strategy adopted by the bidder at the time of submitting the tender for that assignment. Consequently, consultancy fee for sum large / relevant assignments may not be INR 100 Lakhs per project. Also, in order to | Please refer Corrigendum 1 |
|----|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 43 | Section 2: Instructions to Consultants Page-30 | Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): Image: the qualification and complexely of each of the key professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be the professional nill be evaluated and heriter divided as under: Image: the qualification and complexely of each of the key professional nill be the professional nille be the professional nill be the professional nille be the profes | It has been observed that there are mismatch in | Refer Serial No: 17 |

| 44 | Section - 3 - Technical proposal Standard forms Form 2A Page No. 33 | Point K: Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details) And as given in page no. 21 - Basic Eligibility criteria (d) 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/ Multilateral and Bilateral Funding Agencies in the last 10 years. | Private Company/Statutory Body / PSU | Please refer serial No: 32 |
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| 45 | Section - 3 - Technical proposal Standard forms Form 2B Page No. 34 | Under Table Second Point Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. | In order to assess the financial soundness or capability of the consultant net worth or Solvency has to be checked. Hence, we propose net worth instead of net profit. | Please adhere to RFP conditions |
| 46 | Section - 4 - Financial proposal Standard forms Page No. 63 | BoQ Sheet and Form Fin-2: Summary of Costs, | The competitive components listed in Form Fin-2 are not matching with the Definitions given in Section -2, Point (c) and (k). Please clarify the Competitive Components. Non-Competitive Components should be specified by the Client so as to be equal for all bidders. | FORM - FIN-3A, FORM - FIN- 3B, FORM - FIN-4A, FORM - FIN-4B, FORM - FIN-5 and APPENDIX NOTE FOR |
| 47 | Section - 4 - Financial proposal Standard forms Page No. 63 | BoQ Sheet and Form Fin-2: 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 Employer on the sum total of these two components. Please confirm. | Please refer serial No: 28 |

| 48 | Section - 5 - TOR Clause No. VI Page No. 66 | PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in Pondicherry. | the "Core Team for Project Management" as given for Task - 1 and the term "Non-Key Experts" refers to the support staff for Implementation as given for Task -3 | In Task- 1 Associate Engineers (Infrastructure) and in Task - 3 Support Engineers are "Non -Key Experts" and the rest of the experts mentioned in Task -1 & Task- 3 are "Key-Experts". |
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| 49 | Section -5 Terms of Reference 1. Task-3 Project Implementation and Supervision Page- 73 | VI. Activity 6: Implementation phase: a. Area Based Development: (xviii) Assist Puducherry Smart City Development Limited in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments' viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc. | Consultant will technically assist PSCDL in all Compliance and approval regarding the project however any cost for obtaining these approvals shall be borne by the PSCDL. Please Confirm. | The PSCDL will bear only the costs/fees to be made to the respective authorities such as statutory payment, license fees, etc. |
| 50 | Section - 5 - TOR Activity 4 - DPR Clause No. (iv) Page No. 70 Activity 6 - Implementation Phase b. pan city Proposal point g Page No. 74 | Assist the Puducherry Smart City Development Limited on technical, commercial, financial, and legal aspects for project development as per requirement. (g) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR | Normally, Consultant scope shall be limited to provide technical and contractual inputs to PSCDL, in case of any legal issues arise the project execution/development. | Any legal charges required will be paid by PSCDL |
| 51 | Section - 5 - TOR Activity 6 - Implementation Phase b. pan city Proposal point (iii) Engaging STQC for audit Page No. 75 | The Consultant will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution. | | The Quality test shall be conducted in the presence of PMC by the contractor and the PMC is to witness the test and certify the same. As it is lying as non-competitive component and it shall be paid on actual basis. |
| 52 | Section -5 Terms of Reference | Task 1:, Task 2:, Task 3: The CVs shall be submitted by the Consultant for the following professionals | As per the RFP, in Team Composition & Qualification Requirements, for tasks 1 to 3, | Refer Serial No: 17 |

| | 5. Team Composition & Qualification Requirements Page- 79 | | PSCDL requested to submit all the team position CV's along with proposal/bid and. out of which only 9 CV's are considered for the evaluation. Submission of all CVs adds little value to the tender at this stage and at the same time it makes the process of tender preparation very cumbersome. Therefore, we request PSCDL allow us to submit only evaluation CV's along with the proposal / bid and the CV's for all remaining positions shall be submitted by the Successful Consultant/Bidder on or before contract negotiations. Please Confirm. | |
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| 53 | Section -5 Terms of Reference Reporting Requirements and Time Schedule and Deliverables Page- 87 | (c) Activity 3: Feasibility Report The Report shall address the following aspects: Environmental and Social Impact Assessments Environmental Management Plan | There are specialised agencies Accredited consultant approved by the Ministry of Environment and Forest Climatic Change (MoEFCC) to conduct the task such as Environmental Impact assessment (EIA) and Environmental Management Plan (EMP). This works need to be outsourced to sub-consultant by us or PSCDL may separately float tender for Specific task. Please Clarify. | The Consultant has to assist PSCDL to outsource Environment Impact Assessment (EIA) and Environmental Management Plan (EMP), Environmental Social Mitigation Plan (ESMP) and ensure to complete the task of EIA and EMP. |
| 54 | Section -5 Terms of Reference Reporting Requirements and Time Schedule and Deliverables Page- 87-88 | Activity 4: Detailed Project Report (DPR) Location map Preliminary design, specification of works and materials Engineer's Estimate in the BOQ format, as necessary | We request you to inform more clarity on deliverables for the following: No. of copies of deliverables (FR/ DPR, Specification etc) to be submitted to PSCDL Which SoR (Schedule of Rates) to be followed for preparation of BoQ. | 5 copies of deliverables, with soft copies in editable version. Pondicherry Schedule of Rates(PSR) 2013-14 (Revised) with all its amendments/ corrections to be followed. |
| 55 | Section -5 Terms of Reference Page- 88 | (f) Activity 6: Project Implementation and Supervision Monthly Contract Performance and Management Reports using PMIS/ Project Management IT tools for each contract during entire program period. | Please specify the names of PMIS/Project Management IT tools to be used /follow for generation of these reports. Please confirm. | Consultant shall use Latest Software Suitable to handle all the projects mentioned in the RFP |

| 56 | Section - 5 - TOR | Time Sche | edule and acti | ivity wise Deliv | verable | Request to indicate the below: | • 5 copies of deliverables, with |
|----|------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Clause no. 7 Page No. 88 | | | | | The number of copies for submission. List out the Priority of Projects to be taken up by the PSCDL. | soft copies in editable version Priority of Projects will be scheduled after appointment of PMC |
| 57 | Section -5 Terms of Reference Page 88-89 | Time Sch Activity | | tivity was deli | verables - | The Modules as mentioned in Page No.92-95 for ABD Projects and page no.96-97 for Pan City Projects, It is understood that there are 12 | Please adhere to RFP conditions |
| | Fage 00-07 | Time line | No of Modules (out of total n | modules) | Target Date | Modules for ABD Sites with 51 Projects out of which Consultant will take up 41 projects of 12 | |
| | | | | ch Cumulative | | Modules i.e. 10 projects per Quarter . | |
| | | Q 1 | Quarter | Modules - | T ₀ + 3 Months | Rest 10 Projects is being design and developed by | |
| | | Q 2 | | - | T_0 + 6 Months | Other Govt. Departments / Agencies | |
| | | Q 3 | - | - | T ₀ + 9 Months | independently. | |
| | | Q 4 | N | All Modules | T ₀ + 12 Months | For Pan City - there are 2 Modules with 12 | |
| | | the requ for com | irement of the m pletion of the ass | odule(s) by the <i>[in</i> ignment up to activ | ther 6 months as per sert executing agency] wity 6. n ABD area, ten | projects. Consultant will take up 3 projects per Quarter. Please confirm our understanding. | |
| | | projects (a.12, b.1, Rs.301.55 and exec Independe above me | (listed in proj , b.3, b.5, h Cr are prop cuted by o ently. Therefo ntioned table | ject numbers (.3, l.1 in 3.12 posed to be p other Departr pre they are no | a.1, a.2 a.3, a.5, 2 of SCP) costing lanned, designed nents /Agencies ot included in the | | |
| 58 | Annexure - 1 2. Area Based Development: | ** Puduch | | pared the co | mprehensive DPR | | The Consultants are required to plan, design, Prepare DPRs by creating different DMAs for |
| | Page no. 95 & 96 | supply sy which lur water sup Now, It ha | stem for Puo mpsum provis ply in ABD are as been decide | ducherryfor sion has been ea ed | litation of water Rs. 534 Cr. In made for 24x7 For Pondicherry | For ABD area, Source Augmentation & Rehabilitation and implementation phase shall be done by PWD. Please Confirm. | achieving 24X7 water supply for Pondicherry municipality. The project of 24X7 water supply will be implemented by PWD Puducherry thus only Task 1 & Task 2 are required from the |
| | | | | | - | Please confirm that the total Man-Month given in | |

| | | existing distribution system by creating different DMAs, Planning and design of distribution network, Smart metering, provision of Valves and measures for control un-account for water. | Data Sheet clause no. 11 does not consider any man-month for this part. | given in clause-11 of Data sheet is inclusive for 24x7 water supply project. For more details please refer Page No:95 & 96. |
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| 59 | Section GCC Clause - 2.8 Page of 110 | Suspension By Consultant : Not provided | We feel that this Clause is one sided and there is no provision of suspension by the Consultant, which is standard of such tenders. Therefore, we suggest following clause to include: "The "Consultant" may, by written notice of suspension to the Employer, suspend all services hereunder if the Employer, in case the "Employer" fails to pay any money due to the Consultant pursuant to this Contract". | Please refer page no.112, Section- 6, clause 2.9.2 of, General condition of Contract. |
| 60 | Section GCC Clause - 2.9.5 Page of 112 | Payment upon Termination: | Following to be inserted - (c) If the Contract is terminated pursuant to Clause 2.9.1 (i) remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination and not yet remunerated, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination (iii) <i>demobilisation cost</i> ; | Please adhere to RFP conditions |
| 61 | Section 6. Standard Form of Contract GCC Clause 4.4 Removal and/or Replacement of Personnel Point d | (d) During the 1 st year of the project duration the Consultant may change 2 key experts and in such case, a replacement of Key Expert shall have equal or better qualifications and experience and from the same region (international experts shall be replaced only with international experts.) of than those of the originally proposed Key Expert. If the Consultant propose any change in the number of key experts more than 2(two) in the 1st year, an amount | assignments, the provisions of the Clause would have substantial impact on the Consultants as many unforeseen circumstances do arise and lead to replacement of an expert. Also, almost all the Smart PMC RFPs have excluded the Penalty Clause for replacement as | Please adhere to RFP conditions |

| | Page 115; | @10% of the professional fee quoted for that expert shall be deducted by the PSCDL from the invoice of the Consultant. But if the Consultant proposes the replacement of the Team leader in the 1st year, in such case the amount @ 50% of the professional fee quoted for the Team Leader shall be deducted from the invoice of the consultant. 4.4 (e) During the 2nd year the project duration Consultant may change 3 key experts. | replacement will be undertaken with prior approval of the employer with a person of | |
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| 62 | Section 6. Standard Form of Contract GCC Clause 9.2 Page No. 122 | Liquidated Damages 9.3 The liquidated damages shall be applicable under following circumstances : (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. (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 0.2% of total cost of the services for every week or part thereof for the delay. | We suggest the following: Liquidated damages as per Clause 9.3 be applicable on the cost of deliverable instead of | Please adhere to RFP conditions |
| 63 | Section 6. Standard Form of Contract Special condition of contract Clause 10 (3.4) Page 127; | 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. | cap to the insurance policy and keep the liability capped at the contract value.(i) The ceiling on Consultant's liabilities shall | Please adhere to RFP conditions |

| | | | 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. | |
|----|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64 | Section 6. Standard Form of Contract Special condition of contract Clause 11 (3.5) Page 127; | (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; | In SCM tender, the Third Party Liability Insurance value is limited up to the value of Rs. 10.00 Lakhs. Therefore, we request you to include the same as below:(b) Third Party liability insurance, with a minimum coverage of Rs. 10.00 Lakhs; | Third Party liability insurance, with a minimum coverage of Rs.10 lakh per event |
| 65 | Exclusion of Indirect & Consequential damages | Not provided in RFP | Exclusion of Indirect & Consequential damages Clause is not provided in RFP and we suggest the following: "Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage or for any economic loss, loss of profit, loss of revenue, loss of use or business interruption, which may be suffered by the other Party in connection with this Contract." | Please adhere to RFP conditions |
| 66 | Data Sheet:1:2.1- Basic eligibility criteria; g; Page 22 & 36 | Experience The Consultant should have Experience in atleast 2 (Two) assignments related to Integrated system design/Technology & Infrastructure Architecture / Solution & Information Architecture /Technology project management Consultant" of ICT solutions. [use form Tech 2D]. | The Consultants would like to mention that there is a discrepancy in Data sheet which indicates 2 projects while Form 2D indicates "Not less than 8 projects". You are kindly requested to clarify the number of assignments to be showcased in the proposal. | In the Data Sheet, Clause 2.1(g) indicates 2 assignment for Integrated system design /Technology & Infrastructure Architecture / Solution & Information Architecture /Technology project management Consultant of ICT solutions ,i.e. maximum of 8 projects. In Form 2D, it is mentioned "not more than 8 projects. |

| 67 | Section 2 Instructions to Consultant, Part-II, Data Sheet, Procedure for Detailed evaluation of technical qualifications, Page 27 - 29 | (i)(a) Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision | The Consultant suggests not to consider projects experience for Design / DPR preparation and supervision project under separate category for following infrastructure projects as some projects may have design as well as supervision : Water Supply, Sewerage, Sanitation and Solid Waste, Storm Water and Drainage, IT, Tourism & Heritage, Trade Promotion and Education, Transport and Non-Motorised Transport. Also kindly consider reducing the number of projects under these categories. | Please refer Corrigendum 1 |
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| 68 | Section 2 Instructions to Consultant, Part-II, Data Sheet, Procedure for Detailed evaluation of technical qualifications, Point(c), Page 28 | (c) Experience as Project Management Unit Experience as project management unit / project management Consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design & DPR preparation or Supervision Consultant in (c.1) ICT Infrastructure and Technology Architecture Strategy or advisory and (c.2) e-Governance / Smart Infrastructure / Technical Solutions. | The Consultant requests the Client to combine (c.1) ICT Infrastructure and Technology Architecture Strategy or advisory and (c.2) e- Governance/ Smart Infrastructure / Technical Solutions since both are inter-related. | Please refer Corrigendum 1 |
| 69 | Section 2 Instructions to Consultant, Part-II, Data Sheet, Procedure for Detailed evaluation of | (d.1) Experience in Tourism & Heritage Experience in Tourism & Heritage, Trade promotion and Education (at least 4 Projects for Design & DPR preparation and for supervision of at least Rs. 100 lakh per project. | Since the fund allocation particularly for heritage and tourism under GoI scheme is low. The Consultant requests the Client to reduce the value of consultancy, particularly for heritage and tourism project and that should not be more than INR 20 Lakh. The Consultant also requests to modify the | Please refer Corrigendum 1 |

| 70 | technical qualifications, d.1, Page 28 Section 5 Terms of Reference, Clause 5. Team Composition, Page | Task 2: Project Design and Development Team 4. Water Supply / Sanitation Expert and 6. Water Conservation Specialist. | criteria as "2 Marks per project to the maximum of 4 projects" in the category instead of maximum of 8 projects. This may kindly be considered and confirmed. The Consultant requests the Client to combine the position of water supply / sanitation expert and water conservation specialist since it is related. This may kindly be considered and confirmed. | Please adhere to RFP conditions |
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| 71 | 83 Section 5 Terms of Reference, 5. Team Composition, Page 84 | Task 2: Project Design and Development Team 11. Energy and Renewable Energy Expert. | The Consultant feels that it is pertinent to remove the position of Energy and Renewable Energy Expert from the project design and development team (Task 2) as this position is also specified in Task 1. This may kindly be considered and confirmed. | Please adhere to RFP conditions |
| 72 | Section 5 Terms of Reference, 5. Team Composition, Page 84 | Task 2: Project Design and Development Team 9. Urban Designer. | The Consultant requests the Client to reduce the no. of years of experience from 10 years to 5 years for Urban Designer since the 10 years' experience for this position is already a part of the core team. This may kindly be considered and confirmed. | Please adhere to RFP conditions |
| 73 | Clause 5, Task 1: Core Team for Project Management, Page 79 | Team Leader cum Urban Management Specialist Master in Engineering or Bachelor in Engineering (Civil Engineering) with MBA or its equivalent. | Various experts are available having Bachelors Degree in Engineering and having rich and extensive experience of Project Management in Urban Infrastructure Works but might not possess MBA or its equivalent. Hence, the Client is requested to amend the requirement as Bachelor in Engineering preferably with Master's Degree in Planning/ Engineering in Urban Infrastructure related subject/ MBA or its equivalent. | Please adhere to RFP conditions |
| 74 | Clause 5, Task 1: Core Team for | Dy. Team Leader & Infrastructure Specialist Master's in Civil Engineering or equivalent stream | This may please be confirmed. Various experts are available with Graduate degree in Civil Engineering and having rich and extensive experience in citywide Urban Sector development and infrastructure | Please adhere to RFP conditions |

| | Project Management, Page 79 | of civil engineering. | planning / design (Water Supply, Sewerage / Septage / SWM / Urban Roads etc.) but might not possess Masters Degree. Hence, the Client is requested to amend the requirement as Bachelor's in Civil Engineering with 12 years of relevant experience. Masters in Civil Engineering will be preferred. | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 75 | Clause 5, Task 1: Core Team for Project Management, Page -79 and Task 3: Support Staff for Project Implementation and Supervision, Page 82 | E Governance Specialist Master's Degree in Information Technology/ Engineering/MCA. | This may please be confirmed. Various experts are available with Degree in Computer Science and have extensive experience in working with the Gol/State Government/ ULB or in other institution for implementation of e governance projects and preparation of technical document for the e- Services and solution to implementing the IT related infrastructure services /e- services, networking infrastructure etc. Hence, the Client is requested to consider Degree in Computer Science with the existing requirement. This may please be confirmed. | Please adhere to RFP conditions |
| 76 | Clause 5, Task 1: Core Team for Project Management, Page -80 and Task 2: Project Design and Development Team, Page - 83 | ICT System/Solutions Architect Master's / Bachelor Degree in Computer Engineering or Information Technology or Equivalent / MCA/MSc-IT. | Various experts are available with Degree in Computer Science / Electronic Engineering and having rich and extensive experience in working with the Gol/State Government/ ULB or in other institution for Design / development of large complex ICT integrated solutions / systems implementation projects. Hence, the Client is requested to amend the requirement as Master's / Bachelor Degree in Computer Engineering or Information Technology or Equivalent / MCA/MSc-IT/ Degree in Computer Science / Electronic Engineering. This may please be confirmed. | Please adhere to RFP conditions |

| 77 | Clause 5, Task 1: Core Team for Project Management, Page 70 | Urban Designer Masters in Urban Design/Architecture or equivalent. | As various experts are available with Graduate in urban Design / Architect and having rich and extensive experience in urban designing of heritage precinct / transit oriented development / local area planning. Hence, the Client is requested to amend the requirement as Bachelor's in Urban Design/ Architecture or equivalent. Masters in Urban Design/Architecture or equivalent will be preferred. This may please be confirmed. | Please adhere to RFP conditions |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 78 | Clause 5, Task 3: Support Staff for Project Implementation and Supervision, Page 81 and Task 2: Project Design and Development Team, Page 82 | Landscape Architect and Landscape / Riverfront Development Architect Master's degree in Landscape Architecture with Degree in Architecture. | Various experts are available with Degree in Architecture and rich and extensive experience in preparation of technical requirement plans/ document pavement design /street scape/ landscaping but might not possess Master's degree in Landscape Architecture. Hence, the Client is requested to amend the requirement as Degree in Architecture. Master's degree in Landscape Architecture will be preferred. This may please be confirmed. | Please adhere to RFP conditions |
| 79 | Clause 5, Task 3: Support Staff for Project Implementation and Supervision, Page 81 | Urban Planner Post-graduation in Urban Planning. | As various experts are available with Master's degree in Regional Planning / City Planning / Town Planning or equivalent, hence the Consultants request the Client to also consider Master's degree in Regional Planning / City Planning / Town Planning or equivalent with the existing requirement. This may please be confirmed. | Please adhere to RFP conditions |
| 80 | Clause 5, Task 2: Project Design and Development Team, Page 83 | Water Supply / Sanitation Expert Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering. | Various Senior Civil Engineers are available with rich experience in water supply projects but may not hold a Post Graduate Degree in the desired Field. Hence, the Consultants requests the Client to amend the qualification criteria as: Degree in Civil Engineering. Post Graduation in | Please adhere to RFP conditions |

| | | | PHE / Environment Engineering shall be preferred. This may please be confirmed. | |
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| 81 | Clause 5, Task 2: Project Design and Development Team, Page 83 | Water conservation Specialist Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering. | Various experts are available with Graduate degree in Civil Engineering and having rich and extensive experience in design and restructuring of water supply / distribution network projects and Experience in Operation & Maintenance of Urban Water Supply schemes but might not possess Masters Degree in PHE / Environment Engineering. Hence, the Client is requested to amend the requirement as Bachelor's in Civil Engineering. Masters in in PHE / Environment Engineering will be preferred. This may please be confirmed. | Please adhere to RFP conditions |
| 82 | Clause 5, Task 2: Project Design and Development Team, Page 83 | Sr. Business Analyst / BPR Specialist Degree in BE/B-Tech. with MBA | The Consultant would like to submit that a Business Analyst with an MBA Degree might have extensive experience in Business Analysis but might not necessarily be a B.E / B. Tech. Hence the Client is requested to accept Graduation Degree in any relevant field along with an MBA Degree for the same. | Please adhere to RFP conditions |
| 83 | Clause 5 under Task 2: Project Design and Development Team, Page 84 | Solid Waste Management Expert Master's degree Environmental / Public Health Engineering or equivalent. | This may kindly be accepted. Various Senior Civil Engineers are available with rich experience in Solid Waste Management but may not hold a Post Graduate Degree in the desired Field. Hence, the Consultants requests the Client to amend the qualification criteria as: Degree in Civil Engineering preferably Master's degree Environmental / Public Health Engineering or equivalent. This may please be considered and confirmed. | Please adhere to RFP conditions |

| 84 | Clause 5, Task 2: Project Design and Development Team, Page 84 | Urban Designer Masters in Urban Design/Architecture or equivalent. | Various experts are available with Degree in Architecture / Planning and rich and extensive experience of Urban Designing but might not possess Masters in Urban Design/Architecture or equivalent. Hence, the Client is requested to amend the requirement as Degree in Architecture / Planning. Masters in Urban Design/Architecture or equivalent will be preferred. This may kindly be accepted. | Please adhere to RFP conditions |
|-----|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 85 | Clause 5 under Task 2: Project Design and Development Team, Page 84 | Transportation Planner/ Engineer Masters Degree in Transportation Planning/Transportation Engineering/ Highway Engineering/ Highway Planning. | Various experts are available with Degree in Civil Engineering and rich and extensive experience in Urban Transport Planning Experience in city Mobility Plan preparation, but might not possess Master's degree in Transportation Planning/ Transportation Engineering/Highway Engineering/ Highway Planning. Hence, the Client is requested to amend the requirement as Degree in Civil Engineering. Master's degree in Transportation Planning/ Transportation Engineering/Highway Engineering/Highway Planning will be preferred. This may please be accepted and confirmed. | Please adhere to RFP conditions |
| 86. | Clause 5, Task 2: Project Design and Development Team, Page 84 | Affordable Housing Expert Masters in Urban Planning/Housing. | Various experts are available with Master's Degree in Urban Planning / Town Planning/ City Planning/ Regional Planning and rich and extensive experience of in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation. Hence, the Client is requested to amend the requirement as Master's Degree in Urban Planning / Town Planning/ City Planning/ Regional Planning. This may kindly be accepted. | Please adhere to RFP conditions |

| 87. | Clause 5, Task 2: Project Design and Development Team, Page 84 | Communication Specialist Masters in mass communication. | Various Mass Communication Experts are available with Diploma / Courses in Mass Communication and have extensive exposure to multimedia and activities pertaining to Social Media. Hence, the Client is requested to amend the requirement as Graduation in any relevant field with Diploma / Professional Courses in Mass Communication. This may kindly be accepted. | Please adhere to RFP conditions |
|-----|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 88. | Clause 5, Task 2: Project Design and Development Team, Page 85 | Environment Management Expert Post Graduate in Environmental Planning/Engineering/ Environmental Science. | Various experts are available with Master Degree in Environment Management and having rich and extensive experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism but might not possess Post Graduate in Environmental Planning/ Engineering/ Environmental Science. Hence, the Client is requested to consider Masters in Environment Management with the existing requirement. | Please adhere to RFP conditions |
| | | | This may please be confirmed | |
| 89. | Clause 5 under Task 2: Project Design and Development Team, Page 85 | Utility Engineer Degree in Civil/Mechanical Engg. | As various experts are available with Bachelor degree in electrical engineering or equivalent, hence the Consultants request the Client to also consider Bachelor degree in electrical engineering or equivalent with the existing requirement. | Please adhere to RFP conditions |
| 90. | Clause 5, Task 2: Project Design and Development Team, Page 85 | Structural Engineer Masters in Structural Engineering. | This may please be confirmed. Various experts are available with Degree in Civil Engineering and rich and extensive experience of structural design of infrastructure projects but might not possess Masters in Structural Engineering. Hence, the Client is requested to amend the requirement as Degree in Civil Engineering. | Please adhere to RFP conditions |

| 91. | Clause 5, Task 2: Project Design and Development Team, Page 85 | Hydraulic Expert/ Drainage Expert Bachelor Degree in Civil Engineering with Masters in Environment/ Hydraulic Engineering or equivalent. | Masters in Structural Engineering will be preferred. This may please be confirmed. Various experts are available with Graduate degree in Civil Engineering and having rich and extensive experience in designing of sewerage & drainage system using latest software but might not possess Masters in Environment/ Hydraulic Engineering or equivalent. Hence, the Client is requested to amend the requirement as Bachelor's in Civil Engineering. Masters in Environment/ Hydraulic Engineering or equivalent will be preferred. This may please be confirmed. | Please adhere to RFP conditions |
|-----|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 92. | Clause 5, Task 2: Project Design and Development Team, Page 85 | Information Security Systems Expert MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP. | The Consultants would like to clarify that various experts are available with BCA degree and having relevant experience. Hence, we request the Client to accept BCA also in addition to existing requirement. This may please be confirmed. | Please adhere to RFP conditions |
| 93. | Clause 5, Task 2: Project Design and Development Team, Page 86 | Networking & IT Infrastructure Specialist MCA/ B Tech / M Tech in IT with certification in CCNA. | The Consultants would like to clarify that various experts are available with BCA degree and having relevant experience. Hence, we request the Client to accept BCA also in addition to existing requirement. This may please be confirmed. | Please adhere to RFP conditions |
| 94. | Clause 5, Task 1: Core Team for Project Management, Page 80 and | ICT System/Solutions Architect [CV for this position shall be evaluated.] and Hydraulic / Drainage Expert [CV for this position shall be evaluated.] | As per NIT, Page 30, marks for the positions of ICT System/Solutions Architect and Hydraulic / Drainage Expert are not allocated. Thus the Consultant understands that CVs for these positions will not be evaluated. This may please be confirmed. | Refer Serial No: 17 |

| | Clause 5 under Task 2: Project Design and Development Team, Page 82 | | | |
|------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 95. | Clause 6 of ToR, Page 86 | Reporting Requirements and Time Schedule and Deliverables | The Client may kindly indicate the number of copies of each Report to be submitted by the Consultant to the Client. | • 5 copies of deliverables, with soft copies in editable version |
| 96. | Form FIN-5 of Financial Format, Page 60 | Provisional Sums for: i) Office Equipment ii) Survey, Test, Investigation and Reports, etc. iii) Workshop and Seminar iv) Intercity Travel | The Consultants requests the Client to kindly provide the amount of Provisional Sum, so that all Consultants shall be at same platform in assessment of non- competitive components. | Please adhere to RFP conditions |
| 97. | Form FIN-5 of Financial Format, Page 60 | Contingency | The Consultants requests the Client to kindly provide the Contingency Amount, so that, all Consultants are at par in their assessment. | Please adhere to RFP conditions |
| 98. | Clause No.12, Page 13 of Instructions to Consultants | Earnest Money Deposit (EMD) It is stated that the Consultant shall provide EMD of an amount of Rs.20,00,000/- in the form of Demand Draft / Bankers Cheque. | In this regard, the Client is requested to kindly consider to accept EMD in the form of Bank Guarantee and provide format for the same. | Refer Serial No: 1 |
| 99. | Clause 4.4 of GCC, Page 117 | Removal and / or Replacement of Personnel It is stated that, if, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary toreplace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications | If the personnel resigns from the present job, it is beyond the control of the Consultant. Hence, the Client may agree for the replacement of key personnel on the resignation of the personnel (same as mentioned in the Clause No. 16.4 of Instructions to Consultants at Page 19 of the RFP). | Please adhere to RFP conditions |
| 100. | Clause No. | Liquidated Damages | It is observed that the Clause GCC No.6.3(f) do not relate to the Deliverables. This may be | The Clause 6.3(f) mentioned in Page No;123, Clause 9.3(b) of |

| | 9.3(b) of GCC, Page 123 | In Clause 9.3(b) of GCC, there is reference of Clause 6.3(f) pertaining to schedule of deliverables. | modified as Clause 6.3(e). | general Condition of Contract may be read as 6.3(e). |
|------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 101. | Clause No. 9.2 of GCC, Page 122 | Liquidated Damages As per Clause 9.2, the amount of liquidated damages under this Contract shall not exceed 10 (Ten) % of the total value of the contract. | In this regard, it is suggested that the maximum limit of 10% of Contract Value towards Liquidated Damages is very high and the Client may kindly consider to reduce this figure to 5%, which is normally kept in all projects funded by renowned agencies like World Bank, ADB etc. | Please adhere to RFP conditions |
| 102. | Clause No.11 (b) of SCC, Page 127 | Third Party Liability Insurance The Consultant has to take Third Party Liability Insurance. | The Client has not provided the amount of minimum coverage for Third Party Liability Insurance. The Client may be requested to kindly indicate the amount for the same. | Please refer serial No: 64 |
| 103. | Escalation Clause | Escalation Clause There is no escalation clause given in the RFP. | The Client is requested to kindly consider to include an escalation clause for Time Based Contract (Activity 1 and 6), which is normally kept in all Time Based projects funded by renowned agencies like World Bank, ADB etc. | Please adhere to RFP conditions |
| 104. | Bank Guarantee Formats towards Performance Security and Advance Payment | Bank Guarantee Formats towards Performance Security and Advance Payment As per GCC and SCC, the Consultants required to submit Bank Guarantees towards Performance Security and Advance Payment. | In this regard, there is no format given in the RFP towards Performance Security and Advance Payment. Hence, the Client is requested to kindly provide format for both the Bank Guarantees. | Please refer corrigendum 1 |
| 105. | Additional Point | Extension of Time | Considering the scope of work and the preparation involved in submitting the proposal, it is requested that the date of submission of the proposal may please be extended further by at least 3 weeks from the date of issue of clarifications so that a comprehensive proposal can be prepared. | Please Refer Serial No: 21 |
| 106 | | Section-1: Instruction to the consultants, Introduction, clause no-12 Page Number-13 | It is requested to kindly consider the Earnest Money Deposit in the form of Bank Guarantee or FDR since DD would be valid for 3 months only and also | Refer Serial No: 1 |

| | | provide format of Bank Guarantee. Kindly consider | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 107 | Section-2, Instructions to Consultants, Page Number-21 | Request to clarify maximum number of consortium partners allowed in the bid. | Refer Serial No: 19 |
| 108 | Section-2, Instruction to Consultants, clause no-19/clause 15.4 of ITC, page number-27- 29 Category-a, category-c, category-d, category-e and category-f. | It is requested to kindly consider the combined experience of Design and Supervision instead of individual experience for DPR and | Please refer corrigendum 1 |
| 109 | Section-2, Instruction to Consultants, clause no-19/clause 15.4 of ITC, page number-28 Category -c , c.1 | "Experience as project management Consultant/Design and/or System Integrator in Integrated ICT/IoT architecture and applications project with value of contract (for consultancy service) of at least Rs. 50 lakhs." Comment:- It is requested to kindly consider the Experience of development or roll out or implementation support for ICT/IoT architecture or E-Governance solutions with value of contract (for consultancy service) of at least Rs. 40 Lakhs". Kindly consider for wider participation. | Please refer corrigendum 1 |
| 110 | Form 2B, Page number-34 | It is requested to kindly consider the certification of Financial capability of Consultant through Chartered Accountant or Company Secretory. Kindly Consider. | |
| 111 | ToR, Team Composition and qualification requirements, Page-70-75 | CVs of all Key Personnel and Non-key-expert have to be included in the proposal. Comment: We request you to allow submission of those CVs which are going to be evaluated as per the Term of Reference of Pondicherry Smart City and rest of the CVs may be asked during | |

| | | | the contract negotiations. Kindly consider. | |
|------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 112 | | Section - 4: Financial Proposal - Standard Forms | Provisional sum and Contingencies are non- competitive items. Ceiling amount for Provisional Sums and Contingencies may also be specified to have fair competition among bidders. | Please adhere to RFP conditions |
| 113 | | Part-II, Data Sheet, Clause 14.4, Page 20 | Time extension of two weeks may be granted for preparation of a comprehensive Proposal from the date of issue of Minutes of the Pre-Bid Meeting. | |
| 114. | Page 13, Clause 12.1 | Earnest Money Deposit - An EMD of an amount of Rs.20,00,000 (Rupees Twenty Lakh only) as mentioned in data sheet, in the form of Demand Draft / Bankers Cheque drawn in favour of the Employer (Puducherry Smart City Development Limited) | Requesting you to consider Bank Guarantee instead of Demand Draft / Banker's Cheque. | Refer Serial No: 1 |
| 115. | Page 14, Clause 14.1 | Submission, receipt and opening of Proposal: | Though it is clearly mentioned in the clause that "DD / Banker's cheque towards payment of cost of bid processing fees, EMD, Power of Attorney, JV agreement etc., are alone received by hand in hard copies as mentioned in the Data Sheet. Kindly reconfirm that apart from the above no other part of Technical Proposal (Approach & Methodology, work plan, CVs etc.,) are NOT REQUIRED to be submitted in hard copy. | Please refer serial No:34 |
| 116 | Page 14 & 15, Clause 14.5 | The list (a to j) of essential documents to be uploaded /produced by the Consultant are furnished. | Though it is not mentioned, we believe the Power of Attorney also to be submitted. Kindly confirm. | Please refer page no.14 clause no.14.1 and 14.5 of ITC under Section-2. |
| 117 | Page 16, Clause 14.9.4 | | Class II DSC" means? | 14.7 & page no.16, clause 14.9.2 of ITC under section-2 and https://pudutenders.gov.in |
| 118 | Page 73 Clause xi | "carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings; | We presume the quality tests will be conducted by the Contractor in his lab (own or rented) and role of the PMC consultant is to witness the tests carried out and certify and PMC consultant need not to establish a lab. Kindly confirm. | Please refer Serial No: 51 |

| 119 | Page 75, Clause (iii) (a) | "The Consultant will be responsible to engage STQC to conduct the assessment / review of the system before rolling it out" | Please confirm, how the Consultant will be paid towards "engaging STQC to conduct the assessment / review of the system" | |
|-----|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 120 | Pages 79 - 86 | | Please consider to include 1. One structural expert for Time Based Contract (Task 1 & 3) 2. One quantity surveyor, one mechanical expert for Time Based Contract (Tasks 1, 2 & 3) | Please adhere to RFP conditions |
| 121 | Page 9 (a) I. (b) | For Activity 2 to Activity 5, Lump sum amount (M1) = Form Fin 3B + Form 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 and Pan City Proposals | If actual module cost is higher than the total cost of ABD and Pan city proposals, then N will be higher than 1 and the cost of Consultancy will increase. Kindly confirm, whether our understanding is correct. | Please refer Row 5 of the table in page no.91, Clause 9-Payment Schedule-Terms of reference under section-5. |
| 122 | Page 96 Annexure I | | Please provide the length of distribution system considered under this project (existing and proposed) Please provide the length of collection system considered under this project (existing and proposed) | Please visit the DPR uploaded in the web site http://pondycherrysmartcity.in |
| 123 | Page 120, Clause 6.3 "Terms of Payment" | | Normally for projects of above 12 months duration, price escalation clause will be applied. As this project is of 36 months duration, please consider Price escalation. | No price escalation clause is provided for this consultancy assignment |
| 124 | | Proposal Due Date or PDD (online submission of Technical Proposal and hours Financial Proposal on e- procurement portal) | We request you to provide clear 20 working days for bid submission after uploading the pre-bid replies. | Please Refer Serial No: 21 |
| 125 | 14.9.5 Page No.16 | To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with e-procurement portal of Govt. of Puducherry <u>https://pudutenders.gov.in</u> to have user ID & password which has to be obtained free of cost. | We request to consider Lead member's registration with e- procurement portal of Govt. of Puducherry instead of asking for the JV to have registration. | Please refer ITC 14.9.4 of section 2- Part I. |
| 126 | Clause 3.2 Page No 07 | A consultant may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances, each member of the | Kindly clarify whether JV is required between the firms or consortium between the firms would be sufficient with an Memorandum of Understanding. | The bidders shall submit the Memorandum of Understanding between the JV/consortium |

| | | association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in the Part II data Sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. | How many firms are maximum allowed to form consortium? | partners. The MoU shall be signed by the person who has been given Power of Attorney by the respective Company/Firm. At the time of appointment all the legal regularities as mentioned in RFP has to be abided. |
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| 127 | Section 2: Page 28 | (c) Experience as project management unit / project management consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design & DPR preparation or Supervision consultant in the following sectors | c) Experience as project management unit / project management consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design/ DPR preparation or Supervision consultant in the following sectors | Please refer Corrigendum 1 |
| | | (c.1) ICT Infrastructure and Technology Architecture Strategy or advisory related project with value of contract (for consultancy service; at least 1 Project for Design & 1 Project for supervision) of at least Rs 100 lakh per project. (0.5 mark per project subject to submission of maximum 2 projects) | (c.1) ICT Infrastructure and Technology Architecture Strategy or advisory related project with value of contract (for consultancy service; at least 1 Project for Design & 1 Project for supervision) of at least Rs 100 lakh per project or project costing more than 10 crores (0.5 mark per project subject to submission of maximum 2 projects) | |
| | | (c.2) Experience in e-Governance/ Smart Infrastructure / Technical Solutions (Development of Citizen database preparation, application for governance) with value of contract (for consultancy service) of atleast Rs.100 lakh per project. (0.5 mark per project subject to submission of maximum 4 project) | (c.2) Experience in e-Governance/ Smart Infrastructure / Technical Solutions (Development of Citizen database preparation, application for governance) with value of contract (for consultancy service) of atleast Rs.100 lakh per project or project costing more than 10 crores. (0.5 mark per project subject to submission of maximum 4 project) | |
| 128 | Page 34 (FORM 2B) | Certificate from the Statutory Auditor This is to certify that (name of the Consultant) has received the payments against the respective years. Name of the audit firm: Seal of the audit | (a) Kindly accept certificate from Chartered Accountant as well (b) This is to certify that(name of the Consultant) has made the annual turnover/raised invoice/received the payments against the respective years. | Please adhere the RFP conditions |

| | | 6' march | | |
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| | | firm: Date: | | |
| 129 | Page No 27 | Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in the under mentioned Sectors (for consultancy service) of at least Rs.100 lakh per project. (0.5 mark per project) - use Form Tech 2E | We request you to modify the clause as following: Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in the under mentioned Sectors (for consultancy service) of at least Rs.50 lakhs per project. (0.5 mark per project) - use Form Tech 2E | Please refer Corrigendum 1 |
| 130 | Page No 28 | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.100 lakh per project. (1mark per project) - use Form Tech 21 | We request you to modify the clause as following Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.50 lakhs per project. (1 mark per project) - use Form Tech 21 | Please refer Corrigendum 1 |
| 131 | Page No 29 | Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of atleast Rs .100 lakh per project. (0.5 mark per project, at least 4 Projects for Design & 4 Projects for supervision subject to maximum 8 projects,) -use Form Tech 2J | We request you to modify the clause as following Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of atleast Rs .50 lakhs per project. (0.5 mark per project, atleast 4 Projects for Design & 4 Projects for supervision subject to maximum 8 projects,) -use Form Tech 2J | Please refer Corrigendum 1 |
| | | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 | We request you to modify the clause as following Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator | Please refer Corrigendum 1 |

| 132 | | projects; at least Rs.100 lakh per project. 3 Projects for Design & DPR Preparation, 3 Projects for supervision) - use Form Tech 2K | Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.50 lakhs per project. 3 Projects for Design & DPR Preparation, 3 Projects for supervision) - use Form Tech 2K | |
|------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Page No 95 and 96 | **PWD Puducherry has prepared a comprehensive DPR for source augmentation and rehabilitation of water supply system for Puducherry urban agglomeration area for Rs.534 crores, in which lumpsum provision has been made for 24x7 | So kindly confirm that the consultant is not required to monitor and supervise the water supply and sewerage projects to be implemented by PWD including the water supply and sewerage projects covered under smart city funding water | In ABD area, the Consultant should perform the Task 1 & 2 only for 24x7 water supply and sewerage project (module-5&6). The Source Augmentation & Rehabilitation and implementation phase shall be done by PWD. |
| 133. | Basic Eligibility DATA SHEET Point E | 2.1 Basic Eligibility criteria - (e) The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 30 (thirty) crores during the last three (3) financial years; In case of JV/Consortium, apart from Lead Member/Single business entity, the JV/Consortium partner should have a minimum average annual turnover of Indian Rs. 10 (Ten) crores during last three (3) years. | We request to reduce the minimum average annual turnover from INR 10 (ten) Cr to INR 2 (two) Cr during last three (3) years for the | Please adhere the RFP conditions |
| 134. | Basic Eligibility, Point D | (d) 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/ Multilateral and Bilateral Funding | /debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/Non- | Please Refer Serial No:32 |

| | | Agencies in the last 10 years. | Agencies in the last 10 years, as on date of proposal submission. | |
|------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 135. | Basic Eligibility Point G | (g) The Consultant should have Experience in atleast 2 (Two) assignments related to Integrated system design/ Technology & Infrastructure Architecture / Solution & Information Architecture / Technology project management consultant" of ICT solutions. [use form Tech 2D] | (g) The Consultant should have Experience in atleast 2 (Two) assignments related to Integrated system design/ Technology & Infrastructure Architecture / Solution & Information Architecture / Technology project management consultant / Design / System Integration of ICT solutions. [use form Tech 2D] | Please adhere the RFP conditions |
| 136. | | Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant for Water Supply, Sewerage, Drainage and Sanitation (4 projects for each section) | these components under one project, these sub | Please refer Corrigendum 1 |
| 137. | Point :B | 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) (0.5 marks per project subject to submission of maximum 6 projects) - use Form Tech 2F | category. As the Hence consultancy fees is not mentioned, we would like to suggest 1 Cr may be considered for each project. | Please refer Corrigendum 1 |
| 138. | Point :C | Experience as Project Management Unit / Project Management Consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design & DPR preparation or Supervision consultant Experience in e-Governance/ Smart Infrastructure / | Management Consultant/ Technology & Strategy | Please refer Corrigendum 1 |

| | | Technical Solutions (Development of Citizen database preparation, application for governance) with value of contract (for consultancy service) of atleast Rs.100 lakh per project. (0.5 mark per project subject to submission of maximum 4 project) - use Form Tech 2H | Experience in e-Governance/ Smart Infrastructure | |
|------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 139. | Point :D | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.100 lakh per project. (1 mark per project) - use Form Tech 21 | The clause may be amended as: Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service); of at least Rs.50 lakh per project. (1 mark per project) - use Form Tech 21 | Please refer Corrigendum 1 |
| 140. | Point :D | (d.1) Tourism & Heritage, Trade promotion and Education (at least 4 Projects for Design & DPR preparation, 4 Projects for supervision subject to submission of maximum 8 projects) (d.2) Transport projects (at least 2 Projects for Design & DPR preparation, 3 Projects for supervision subject to submission of maximum 5 projects) (d.3) Non-Motorised Transport, Roads, (at least 2 Project for Design & DPR preparation, 1 Projects for supervision subject to submission of maximum 3 projects) | promotion and Education assignments are like preparation of Plan, Strategy Development. No DPR or Supervision works are being carried out. Hence, this may be amended like Preparation Tourism related works. Total 4 projects with 2 marks each may be considered. Similarly we request to club (d.2) and (d.3) as the similar experience criteria The clause may be amended | Please refer Corrigendum 1 |
| 141. | Point :E | Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing /slum improvement project with value of contract (for consultancy service) of atleast Rs .100 lakh per project. (0.5 mark per project, at least 4 Projects for Design & 4 Projects for supervision subject to maximum 8 projects,) -use Form Tech 2J | The clause may be amended as: Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing /slum improvement project with value of contract (for consultancy service) of atleast Rs 50 lakh per | Please refer Corrigendum 1 |

| 142. | Point :F | Experience as project management unit / project | | Please refer Corrigendum 1 |
|------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| | | management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.100 lakh per project. 3 Projects for Design & DPR Preparation, 3 Projects for supervision) - use Form Tech 2K | Govt Buildings, Smart Poles, etc. Hence the consultancy value of 1Cr is on the higher side. The value of consultancy may be deleted. Experience may be considered. | |
| | | | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy project (Total 3 projects with 2 marks each) may be considered.) | |
| 143. | Sl No 10, Renewable Energy Expert | 7-12 years experience in power projects viz., planning/designing for power generation, transmission and distribution | | Please adhere to RFP conditions |
| 144. | Sl No 4, Task 2, Water Supply/Sanitation Expert. | 15 years' experience in water supply projects | This may be relaxed to 10 years. | Please adhere to RFP conditions |
| 145. | Sl no 1. Task 3, Construction Manager | Man- months allocated is 24. | As some of the projects may start early stage , hence man- month allocation may be enhanced to 30 months. | Please adhere to RFP conditions |
| 146. | Sl No 8: Associate Engineers (3 nos) | Man- months allocated is 54 | This position may be considered for 3x 30 months : 90 months instead of 54. | Please adhere to RFP conditions |
| 147. | | There is a note Cvs for these positions shall be evaluated | It is understood that CVs for these positions are not being evaluated. Hence the <i>note in Italics</i> for | Refer Serial No:17 |

| | Architect and Sl No 1: Task 2, Hydraulic/ Drainage Expert | | these positions may be deleted. | |
|------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 148. | Team Composition & Qualification Requirement: | CVs for the positions of Task 2 and 3 other than the cvs being evaluated | As the Cvs are not being evaluated and shall be deployed later stage of the project and on intermittent basis, hence the Cvs shall be submitted during mobilization. This may kindly be considered. | Refer Serial No:17 |
| 149. | General | 14.4 Last date & time for submission of proposal/ bid in online: Date 09th April 2018 Time 15:00 Hrs (IST) | We request you to extend this timeline for 02 weeks more for submission of the proposal . | Please Refer Serial No: 21 |
| 150. | General Conditions of the Contract: Clause 9 - Liquidated Damages; Sub Clause 9.2 Page 122 of RFP | The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D. | | Please adhere to RFP conditions |
| 151. | 9.2. a and b | 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 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 0.2% of total cost of the services for every week or part thereof for the delay | component only. There are number of sub projects envisaged in the Smart City proposal. Hence the LD clause may be stipulated to respective sub project rather than overall project. Hence the clause may be considered as follow: If the deliverables are not acceptable to the Client/ Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client/Employer within 30 days of the receipt of the notice, the Consultant shall be liable for | Please adhere to RFP conditions |

| 152. | III. Special Conditions of the Contract: Clause 11 - ref to GCC 3.5 Page 117 of RFP | Third Party liability insurance | The minimum coverage of the Third party liability insurance may kindly be specified. Based on the practice of smart cities, the minimum amount is limited to 10 Lakhs. Hence, the clause may be : The minimum coverage of the Third party liability insurance is considered as INR 10 Lakhs. | Please refer serial No: 64 |
|------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 153. | | | Please confirm that the limit of liability of the Consultant excludes the consequential damages and indirect losses like loss of profit and business | Please adhere to RFP conditions |
| 154 | | Page 13; POINT 12; 12.1 Earnest Money Deposit (a) An EMD of an amount of Rs.20,00,000/- (Rupees Twenty Lakh Only) as mentioned in data sheet, in the form of Demand Draft/ Bankers Cheque drawn in favour of the Employer (PUDUCHERRY SMART CITY DEVELOPMENT LIMITED) and payable at Puducherry as mentioned in data sheet, must be submitted along with the Proposal. | Since the value of the EMD is quite high, we request you to kindly accept Bank Guarantee for EMD. If permitted, request you to please share bank details of Puducherry Smart City Limited (Account no., IFSC Code, branch) for the purpose of preparation of Bank Guarantee. | Refer Serial No: 1 |
| 155 | | Page 24; SECTION 2 INSTRUCTIONS TO CONSULTANT Part-II DATA SHEET; Point 11; 9.3(b); B. For Lump Sum component: Estimated number of Professional staff- months is: 360 | Request you to kindly provide the breakup of experts in man months for each expert falling under this category. | Please adhere to RFP conditions |
| 156 | | Page 27; Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): (a) Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in the under mentioned Sectors (for consultancy service) of at least Rs.100 lakh per project. (0.5 mark per project) - use Form Tech 2E; {(a.1) Water Supply; (a.2) Sewerage; (a.3) Sanitation & Solid Waste Management; (a.4) Storm water & Drainage} | Projects under PMU/ PMC/ Technical support or coordinator Consultants generally cover multiple sub sectors such as water supply, sewerage, sanitation, SWM, storm water and drainage etc., thus we assume that a project can is eligible for submission under multiple categories. Kindly confirm | Please refer Corrigendum 1 |
| 157 | | Page 28; Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): | As per our understanding of the project criteria, ICT, E Governance, Smart Infrastructure etc. are cross cutting area and generally overlap in many | Please refer Corrigendum 1 |

| 158 | Experience as project management unit / project management consultant/ Technology & Strategy consulting / Coordinator Consultants / Design & DPR preparation or Supervision consultant in the following sectors: C1 ICT Infrastructure and Technology Architecture Strategy or advisory and C2 e-Governance/ Smart Infrastructure / Technical SolutionsPage 28; Procedure for detailed evaluation | of the components, therefore, we request you to please combine C.1 & C.2 and make it a single criterion. | Please refer Corrigendum 1 |
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| | of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): (d) Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service); of at least Rs.100 lakh per project. (1 mark per project) - use Form Tech 2I; {(d.1) Tourism and Heritage, trade Promotion and Education (d.2) Transport Projects; (d.3) Non- Motorized Transport} | motorized, non-motorized component and other transportation components under one project; thus, we assume that a project can is eligible for submission under multiple categories. Kindly confirm. PMC/PMU are large scale projects and include DPR, Design and Supervision under one project. We request you to accept single project under multiple category or combine the criteria of DPR and supervision into one. We request you to create a separate category for tourism projects and consider tourism master plans/heritage management plans/ tourism development plans and similar projects. | |
| 159 | Page 29; Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): e) Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of at least Rs .100 lakh per project. | PMC/PMU are large scale projects and include DPR, Design and Supervision under one project. We request you to accept single project under multiple category or combine the criteria into one. | Please refer Corrigendum 1 |
| 160 | Page 29; Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): f) Experience as project management unit | PMC/PMU are large scale projects and include DPR, Design and Supervision under one project. We request you to accept single project under multiple category or combine the criteria of DPR | Please refer Corrigendum 1 |

| 161 Page 59; FORM FIN-4B (LUMP SUM-TASK 2) BREAKDOWN OF REIMBURSABLE EXPENSES; Point 3; Local Transportation Along with local travel cost for visit to other Pease refer page no. Appendix, Note for pr towns and attend Third party inspections etc., we understand this intercity travel cost also includes flight/train/bus travel from individual's home office to Pondicherry. Kindly confirm. Pease refer page no. Appendix, Note for pr financial proposal und other 162 Section 5. Page 79; Team Composition & Qualification Requirements (Team for task 1, 2 & 3) We request you to allow submission of only evaluated CVs (as per page 30 of the bid data sheet). CVs for other positions can be provided at the negotiation stage. Kindly considered for the eligibility and Please refer serial No: | reparation of der Section 4 :17 |
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| Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/ Renewable energy projectAlong with local travel cost for visit to otherPease refer page no. Appendix, Note for pr financial proposal und161Page 59; FORM FIN-4B (LUMP SUM-TASK 2) BREAKDOWN OF REIMBURSABLE EXPENSES; Point 3; Local TransportationAlong with local travel cost for visit to other towns and attend Third party inspections etc., we understand this intercity travel cost also includes flight/train/bus travel from individual's home office to Pondicherry. Kindly confirm.Pease refer page no. Appendix, Note for pr financial proposal und other162Section 5. Page 79; Team Composition & Qualification Requirements (Team for task 1, 2 & 3)We request you to allow submission of only evaluated CVs (as per page 30 of the bid data sheet). CVs for other positions can be provided at the negotiation stage. Kindly consider.Please refer serial No.163GeneralPlease confirm if international projects will bePlease refer serial No. | reparation of der Section 4 :17 |
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| 163GeneralPlease confirm if international projects will bePlease refer serial No: | |
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| considered for the eligibility and | :18 |
| | |
| evaluation criteria. | - 24 |
| 164GeneralAs per standard bidding guidelines, we requestPlease Refer Serial Noyou to provide three weeks of extension in |): Z1 |
| submission deadline after publication of | |
| clarifications. | |
| Clause 14.8 Page 15 Both the EMD (DD) and Tender Please provide clarity as to what all documents Please refer Serial No | :34 |
| fee (DD) are to be scanned and uploaded in the e- are to be provided in hard copy to the Employers | |
| tender and the Demand drafts in original form along Address. Please confirm only Original EMD , Bid | |
| with the hard copy of the documents as detailed in Processing fee, Power of Attorney, Joint Venture | |
| 165. clause 14.1 are to be submitted to the Employers Agreement shall be submitted physically by the | |
| Address in a sealed envelope superscribed as "EMD Bidder on or before 09 th April 2018 (at 12:00 hours | |
| and Bid Processing fee for the PMC" on or before due IST). | |
| date and time as mentioned in the | |
| DATA SHEET | |
| 1(e) / page No. 21 & Basic Eligibility Criteria For most of the smart cities, the minimum Please adhere to RFP | conditions |
| 166. 22 The Consultant (in case of single business entity) / average annual turnover required is Rs. 150 Crores | |
| Lead Member (in case of Consortium) should have a to allow only quality players to participate in the | |

| | | minimum average annual turnover of Indian Rs. 30 (thirty) crores during the last three (3) financial years; In case of JV/ Consortium, apart from Lead Member/Single business entity, the JV/Consortium partner should have a minimum average annual turnover of Indian Rs. 10 (Ten) crores during last three (3) years. | criteria as below: The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 150 (One Hundred Fifty) crores during the last three (3) financial years; In case of JV/ Consortium, apart from Lead Member/Single business entity, the JV/Consortium partner should have a minimum average annual turnover of Indian Rs. 50 (Twenty) crores during last three (3) years. | |
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| 167. | Data Sheet Cl 12.1 page 25 | Rs,20 lakhs in the form of DD / Bankers cheque in favour of Puducherry SMART city Development Ltd | Request you to accept Bank Guarantee from Nationalised / Scheduled Bank instead of DD / Bankers Cheque | Keter Serial NO: 1 |
| 168. | Page 27 | Procedure for detailed evaluation of technical qualifications (With reference to Clause no. 19 of Part-II Data Sheet / Clause 15.4 of ITC): Specific experience of the consultant firm relevant to the assignment / job | in multiple categories as per the below criteria: We understand that If the scope of the project involves Design, DPR and PMC Supervision, the same project be used in both Design/DPR and PMC assignments to attain maximum marks We understand that the project covers multiple domains (e.g. Sanitation, sewerage, water supply, Storm water & Drainage) shall be claimed in different domains to attain maximum marks? | If the project is in composite nature, then it can be suitably placed to prove linkages in the different domains by indicating the values of each components. |
| 169. | of Part-II Data Sheet | Procedure for detailed evaluation of technical qualifications- The Criteria, sub-criteria and marks system for detailed evaluation Tourism & Heritage, Trade promotion and Education (at least 4 Projects for Design & DPR preparation, 4 Projects for supervision subject to submission of | It is requested to modify the sub-criteria by either - a) reducing the no. of Tourism & heritage, trade promotion and education projects or b) adding provision for allowing "similar projects" under the sub criteria c) or reducing the marks weightage | Please Refer the corrigendum 1 |

| | | maximum 8 projects) | Since the project has various components apart Tourism & Heritage, Trade promotion and Education, it is requested to keep the maximum no of projects in this category to 4 nos. | |
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| 170. | Page 36, Page 39 | FORM 2D: "Experience in similar assignments related to Integrated system design/ Technology & Infrastructure Architecture / Solution & Information Architecture / Technology project management consultant" of ICT solutions" FORM 2G: "Experience as project management unit / project management consultant/ Technology & Strategy consulting / Coordinator Consultants/ Design and /or Supervision consultant in ICT Infrastructure and Technology Architecture Strategy or advisory related project with value of contract (for consultancy service; at least 1 Projects for Design & 1 Projects for supervision) of at least Rs 100 lakh / project" | Both categories are almost similar in nature. Does the consultant need to showcase experience in similar assignments for both categories separately? | Yes. |
| 171. | Clause 14, Page 48 | Certification : Signature on staff member or Authorised Signatory of proposed Professional staff- Form Tech-6 | We understand that Authorised Signatory will sign since the whole proposal will be signed by Signatory Kindly clarify | Please adhere to RFP conditions |
| 172. | 3.(vi)/Page 66 4. A. I. (i)/Page 66 | PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in Pondicherry. The team leader of the consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower | a) Please clarify whether Key Experts and Non-key experts can be allowed to have flexibility of work between project office and consultant's corporate office/ back office subject to the quality deliverables b) During the project period inevitably some man days/ man months of back office/ | Please adhere to RFP conditions |

| | | as per requirement for each module. | corporate office resources gets consumed in the project in addition to man months of resources positioned at project office. Hence please also consider Man days/ Man Months of back office professional resources (consumed towards the said project) as part of project man days/ man months. | |
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| 173. | 4.B.II.(vi) 67 | Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets. | We would like to enquire the status and availability of City GIS map as same to be used as base map to develop area wise spatial mapping on assets. | Please adhere to RFP conditions |
| 174. | page 80 and 82 | ICT System/Solutions Architect (CV for this position shall be evaluated) Hydraulic/Drainage Expert (CV for this position shall be evaluated) | Request you to refer page 30 where no marks is allotted for qualification and competence of the key professional for evaluation prescribed Kindly clarify if CV for this position is being evaluated then marks for the same should be prescribed. | Refer Serial No: 17 |
| 175. | Page 79 | Team Leader cum Urban Management Specialist: Experience as Team leader/ Deputy Team leader for minimum 3 projects as part of consultant team | To be amended as below: Experience as Team leader/ Deputy Team leader for minimum 3 projects as part of consultant/contractor's team | Please adhere to RFP conditions |
| 176. | Page 80 | Urban Finance/ Accounts Specialist: Experience of municipal finance analysis, municipal budgeting and accounting and financial projections Experience in working with ULB Experience in Financial Modelling in Urban Infrastructure and PPP | To be amended as below: Experience of municipal/State govt./GOI etc. finance analysis, municipal budgeting and accounting and financial projections Experience in working with ULB Experience in Financial Modelling in Urban Infrastructure/Infrastructure projects and PPP in Infrastructure. | Please adhere to RFP conditions |

| | Page 80 | Urban Designer: | To be amended as below: | Please adhere to RFP conditions |
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| 177. | | Masters in Urban Design/Architecture or equivalent 10 years' experience in Urban Designing of a heritage precinct. Experience in Transit Oriented Development Experience in Local area planning | Masters in Urban Design/Architecture/Masters in Landscape or equivalent 10 years' experience in Urban Designing Experience in Heritage Designing Experience in Transit Oriented Development Experience in Local area planning | |
| 178. | Page 83 | Last date & time for submission of proposal/bid in online: 09th April 2018, 15:00 Hrs(IST) | We request you to provide minimum 3-4 weeks of time for the bid submission from the date of publication of clarifications on the pre bid queries | Please Refer Serial No: 21 |
| 179. | 8.A./ Page 90 | Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client. | In most cases, the Corporation provides office space to the PMC in the office premise of SPV to enable smooth day to day functioning. Request to provide office space in the SPV office premises. | Please Refer page no.23, clause 6 of Data Sheet of Section -2 |
| 180. | 4.3/Page 117 Appendix C - Staffing Schedule/ page 131 | Approval of Personnel: The Key Personnel and Sub- Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". [Include here the agreed (negotiated staffing schedule including the engagement of subcontractors, if any] | It is requested not to ask for name of Sub- consultant/Sub-contractors at bidding stage. Same can be finalised subsequently at later stage in discussion with the competent authority. | Please adhere to RFP conditions |
| 181. | General | Maximum number of Consortium/JV members not mentioned | Please clarify the maximum members permitted in the Consortium/Joint Venture? | Please Refer Serial No: 19 |
| 182. | Section 2 Part II Data Sheet Clause 1 (f) & (g) | Basic eligibility criteria | We request the authority to confirm whether ongoing project will be considered for evaluation We also request the authority to considered international experience for evaluating basic eligibility | Please adhere to RFP conditions Please refer serial No: 18 |

| 183. | Section 2 Part II Data Sheet Clause 1 (d) & (e) | Consortium Partners in JV | We request the authority to clarify the maximum number of members allowed in consortium. We request the authority to allow consortium of maximum three parties | Please Refer Serial No: 19 |
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| 184. | Section 2 - Procedure for detailed evaluation of technical qualifications | The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. | We request the authority to confirm that all completed/ on-going projects will be considered in the evaluation process. | Please adhere to RFP conditions |
| 185. | Section 2 - Procedure for detailed evaluation of technical qualifications - (d) | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design & DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.100 lakh per project. | We request the authority to consider transaction advisory and feasibility study experience for evaluation of the captioned sub- criteria. we suggest following modification: Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / feasibility study/transaction advisory/ business plan/ Design & DPR preparation or Supervision consultant in Urban Mobility Projects with value of contract (for consultancy service) ; of at least Rs.50 lakh per project. | Please Refer Corrigendum 1 |
| 186. | Section 2 - Procedure for detailed evaluation of technical qualifications - (e) | Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of at least Rs .100 lakh per project | Most of the design/ planning projects in affordable housing/ slum improvement projects would not have a large mandate size. We would request you to consider on-going projects as well and reduce the per project cost to at least 50 lakhs per project. | Please Refer Corrigendum 1 |
| 187. | Section 2 - Procedure for detailed evaluation of | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and | We request the authority to consider transaction advisory and feasibility study experience for evaluation of the captioned sub- criteria. we suggest following modification: | Please Refer Corrigendum 1 |

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| | technical qualifications - (f) | /or Supervision consultant in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.100 lakh per project.) | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant/ feasibility study/ transaction advisory/business plan in Energy/ Renewable energy project (1 mark per project subject to maximum 6 projects; at least Rs.50 lakh per project.) | |
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| 188. | Section 2 - Procedure for detailed evaluation of technical qualifications - (a.1) and similar criteria | Water Supply (at least 2 Projects for Design & DPR preparation, 2 Projects for supervision - subject to submission of maximum 4 projects). | Water supply (at least 1 project for Design and DPR preparation, 1 project for supervision, 1 project for feasibility study, 1 project on transaction advisory - subject to submission of maximum 4 projects). This is requested, as the consultant if awarded the contract, will need to carryout feasibility study (as per Activity III of ToR) | Please Refer Corrigendum 1 |
| 189. | Section 2, Part-II Data Sheet - Clause 4 | The last date for online submission is April 9 th 2018 , 15:00 Hrs. | We request you to kindly extend the date by four weeks after the clarifications are issued. | Please Refer Serial No: 21 |
| 190. | Section 5 - 5. Team Composition & Qualification Requirements - Minimum Qualification and experience criteria for the position "Dy Team Leader &Infrastructure Specialist" | Master in Engineering or Bachelor in Engineering(Civil Engineering) with MBA or its equivalent | We request you to kindly consider experts with Diploma degree in Civil also with either MBA/ Diploma in Management | Please adhere to RFP conditions |
| 191. | Section 5 - 5. Team Composition & | Master's / Bachelor Degree in Computer Engineering or Information Technology or Equivalent /MCA/MSc- | We request you to kindly consider experts with educational qualification of Diploma degrees in | Please adhere to RFP conditions |

| | Qualification Requirements - Minimum Qualification and experience criteria for the position "ICT System/Solution s Architect" | ΙΤ | Computers/ Information Technology or its equivalent. | |
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| 192. | SCC - General conditions of contract - 2.9 Termination | If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. | We request you to kindly consider the condition that the consultant will be terminated only if proven legally, their engagement in fraudulent practices in competing for or in executing this Contract. We request the following change- If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. | Please adhere to RFP conditions |
| 193. | SCC- General conditions of contract - 2.9.3 | Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law. | We request the following change in the contract: Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof for a period of one (1) year from the date of the Contract, and (iv) any right which a Party may have under the Law. | Please adhere to RFP conditions |

| 194. | SCC- General conditions contract - 2.9.5 | of | (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date. | We request you to make the following changes. Satisfactory is a subjective word- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date. | Please adhere to RFP conditions |
|------|----------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 195. | SCC- General conditions contract - 3.3 | of | 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. | We request you to kindly consider the limitation to this clause in case of data (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority. | Please adhere to RFP conditions |
| 196. | SCC- General conditions contract - 3.8 | of | Documents Prepared by the Consultant to be the Property of the "Employer": 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 | We request the authority to include following wordings under this clause: "The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in | Please adhere to RFP conditions |

| | | 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. | connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract." | |
|------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 197. | SCC- General conditions of contract - 4.4 | Removal and/or Replacement of personnel: (a) except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. | We request following modification to the captioned clause: Removal and/or Replacement of personnel: (a) except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as resignation or separation from the employment, retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. | Please adhere to RFP conditions |
| 198. | SCC- General conditions of contract - 6.3 | (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 | Request the client to consider the following changes- (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" if made in accordance to the terms and conditions of this contract and the final | Please adhere to RFP conditions |

| 199. | General conditions of contract - 9.3 | 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 "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. | 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 "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. Request the client to keep a maximum cap of penalty paid for delay and to make the following changes: (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, | Please adhere to RFP conditions |
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| 200. | General conditions of contract - 9.3 | (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 | | Please adhere to RFP conditions |

| | | 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.2% of total cost of the services for every week or part thereof for the delay. | 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 0.2% of total cost of the services for every week or part thereof for the delay, provided such delay is solely attributable to the Consultant. | |
|------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 201. | Page 21, Data Sheet II, Point 2.1, Basic Eligibility Criteria | (a) The Bidder/s shall be a 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 | Kindly modify the clause to "The bidder should be a company incorporated under (Indian) Companies Act,1956/2013 or a company incorporated under equivalent law abroad or Limited Liability partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country" | Limited Liability Partnership (LLP) firms shall also be considered. Please refer Corrigendum 1 |
| 202. | Page no. 27, Data sheet II, Point (i) | (a.1) Water Supply (at least 2 Projects for Design & DPR preparation, 2 Projects for Supervision - subject to submission of maximum 4 projects) | Kindly modify the clause to "Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in Water Supply/sewerage/Sanitation & solid waste management/Storm water & drainage) for consultancy services of Rs. 100 Lakhs per project (maximum 4 projects) " as the scope of work for water related assignments consists of all the 4 components((storm water, drainage, SWM, sewerage)) in the same engagement in most of the projects . Kindly allot the marks accordingly. | Please refer Corrigendum 1 |
| 203. | Page no. 27, Data sheet II, Point (i) | (a.2) Sewerage (at least 2 Projects for Design & DPR preparation, 2 Projects for supervision - subject to submission of maximum 4 projects) | Kindly modify the clause to "Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in Water Supply/sewerage/Sanitation & solid waste management/Storm water & drainage) for consultancy services of Rs. 100 Lakhs per project (maximum 4 projects) " as the scope of work for water related assignments consists of all the 4 components((storm water, drainage, SWM, | Please refer Corrigendum 1 |

| | | | sewerage)) in the same engagement in most of | |
|------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 204. | Page no. 27, Data sheet II, Point (i) | (a.3) Sanitation & Solid Waste Management (at least 2 Projects for Design & DPR preparation, 2 Projects for supervision- subject to submission of maximum 4 projects) | the projects . Kindly allot the marks accordingly. Kindly modify the clause to "Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in Water Supply/sewerage/Sanitation & solid waste management/Storm water & drainage) for consultancy services of Rs. 100 Lakhs per project (maximum 4 projects) " as the scope of work for water related assignments consists of all the 4 components((storm water, drainage, SWM, sewerage)) in the same engagement in most of the projects . Kindly allot the marks accordingly. | Please refer Corrigendum 1 |
| 205. | Page no. 27, Data sheet II, Point (i) | (a.4) Storm water & Drainage (at least 2 Projects for Design & DPR preparation, 2 Projects for supervision- subject to submission of maximum 4 projects) | Kindly modify the clause to "Experience as PMU / PMC/Support Units/ Technical Support or Coordinator Consultants/ Design and DPR preparation /or Supervision consultant in Water Supply/sewerage/Sanitation & solid waste management/Storm water & drainage) for consultancy services of Rs. 100 Lakhs per project (maximum 4 projects) " as the scope of work for water related assignments consists of all the 4 components((storm water, drainage, SWM, sewerage)) in the same engagement in most of the projects . Kindly allot the marks accordingly. | Please refer Corrigendum 1 |
| 206. | Page no. 28, Data Sheet II , Point (d) | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design &DPR preparation or Supervision consultant in Urban Mobility Projects through redevelopment related works, project with value of contract (for consultancy service) ; of at least Rs.100 lakh per project. (1 mark per project) - use Form Tech 2I | Kindly relax the criteria of consultancy fees for this clause and change it to Project cost of Rs. 50 Crores | Please refer Corrigendum 1 |
| 207. | Page no. 28 Data Sheet II, Point (d.1) | Tourism & Heritage, Trade promotion and Education (at least 4 Projects for Design & DPR | Kindly clarify, the mentioned clause comes under urban mobility component or tourism | Please refer Corrigendum 1 |

| | | preparation, 4 Projects for supervision subject to submission of maximum 8 projects) | and heritage is separate. | |
|------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 208. | Page no. 28 Data Sheet II, Point (e) | Experience as planning / design/ project management of inclusive planning projects / Poverty Alleviation / Affordable Housing / slum improvement project with value of contract (for consultancy service) of atleast Rs .100 lakh per project. | Kindly remove this clause as the urban mobility and urban infrastructure are the major components of all Smart City proposals covering all domains. Project such as, affordable housing, slum improvement directly comes under the urban infra and urban mobility components. In submission, the respective marks for the particular projects can be distributed amongst above listed clauses. | Please refer Corrigendum 1 |
| 209. | Page no. 28 Data Sheet II, Point (f) | Experience as project management unit / project management consultant/ Support Units/ Technical Support or Coordinator Consultants / Design and /or Supervision consultant in Energy/Renewable energy project | Kindly remove this clause as the urban mobility and urban infrastructure are the major components of all Smart City proposals covering all domains. Project such as, energy, renewable energy directly comes under the urban infra and urban mobility components. In submission, the respective marks for the particular projects can be distributed amongst above listed clauses | Please refer Corrigendum 1 |
| 210. | Clause-14.4, Data Sheet | Last Date for Submission & Time for submission of Proposal specified as 09 th April 2018 @ 15:00 Hrs. | Kindly be requested to extend the submission date until 20 th of April 2018, as it will be required a minimum of 2 weeks after the receipt of all pre-bid clarifications from the client as we have to receive necessary documents from overseas offices. We request you to kindly extend the submission date as 20th April 2018 [Friday]. | Please Refer Serial No: 21 |
| 211. | Clause-14.2, Data Sheet | Number Members in One JV / Association | Kindly be requested to clarify on the number of firms can be a part of JV / Association | Please refer Serial No:19 |
| 212. | Page-18, Para 14.5 Page-25, Clause 14.3 of Data Sheet | Referring to Clause 14.5, Page- 18 it is specified that a Xerox copy of documents from (a) to (j) shall be submitted to the client. However, referring to Data Sheet 14.3, it is mentioned that "Original | Kindly be requested to clarify, which documents physically to be submitted by the bidders to the client. | Please refer Serial No: 34 |

| | | EMD, Bid Processing fee, Power of Attorney, Joint Venture Agreement etc. shall be submitted physically by the Bidder on or before 09th April 2018 (at 12:00 hours IST)". | | |
|------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------|
| 213. | Page-27, Data Sheet Procedure for detailed evaluation of technical qualification (a), (d), (e) | We understand "Rs.100 Lakh per project" means value of contract of consulting services. | Kindly be requested to clarify the same. | Please Refer the Corrigendum 1 |
| 214. | Referring to page- 30, (iii), Data Sheet Pages-79 to 82, Minimum Qualification & Experience | We understand that ICT System / Solutions Architecture position in Time based contract is evaluation, also Hydraulic / Drainage Expert are evaluated which are not present in the Table (iii), page-30 | Kindly be requested to clarify how many marks will be given to each of these positions. | Please refer Serial No: 17 |
| 215. | Referring to page- 30, (iii), Data Sheet Pages-79 to 82, Minimum Qualification & Experience | The position Hydraulic / Drainage Expert is not listed in the Table (iii), Page-30. ICT system/Solutions Architecture is included in Minimum Qualification & Experience Table, sl.no-7, page- 80 but not in Table (iii), Page-30. | Kindly be requested to clarify the same. | Please refer Serial No: 17 |
| 216. | Page-13, Sl.No- 12.1, Earnest Money Deposit (EMD) | An EMD of Rs. 20,00,000 is requested in the form of demand draft / bankers cheque | Kindly clarify whether EMD can be reduced to Rs.10,00,000 instead of Rs.20,00,000 | Please Refer serial No.1 |

| 217. | Page 13, Clause 12.1 - Earnest Money Deposit - An EMD of an amount of Rs.20,00,000 (Rupees Twenty Lakh only) as mentioned in data sheet, in the form of Demand Draft / Bankers Cheque drawn in favour of the Employer (Puducherry Smart City Development Limited) | | Please Refer Serial No.1 |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 218. | Page 14, Clause 14.1 Submission, receipt and opening of Proposal: | Though it is clearly mentioned in the clause that "DD / Banker's cheque towards payment of cost of bid processing fees, EMD, Power of Attorney, JV agreement etc., are alone received by hand in hard copies as mentioned in the Data Sheet. Kindly reconfirm that apart from the above no other part of Technical Proposal (Approach & Methodology, work plan, CVs etc.,) are <u>NOT</u> <u>REQUIRED</u> to be submitted in hard copy. | Please refer Serial No:34 |
| 219. | Page 14 & 15, Clause 14.5 | The list (a to j) of essential documents to be uploaded / produced by the Consultant are furnished. Though it is not mentioned, we believe the Power of Attorney also to be submitted. Kindly confirm. | Please refer Serial No: 34 |
| 220. | Page 16, Clause 14.9.4 | Kindly clarify what does the sentence "The bidder shall submit document in support of the Class II DSC" means? | Please refer serial No:117 |
| 221. | Page 73, Clause xi "carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings; | | conducted in the presence of PMC by the contractor and the PMC is |

| 222. | Page 75, Clause (iii) (a) "The Consultant will be responsible to engage STQC to conduct the assessment / review of the system before rolling it out" | | Please refer Serial No: 51 |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 223. | Pages 79 - 86 | Please consider to include 1. One structural expert for Time Based Contract (Task 1 & 3) 2. One quantity surveyor, one mechanical expert for Time Based Contract (Tasks 1, 2 & 3) | Please adhere to RFP conditions |
| 224. | Page 9 (a) I. (b) For Activity 2 to Activity 5, Lump sum amount (M1) = Form Fin 3B + Form 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 and Pan City Proposals | If actual module cost is higher than the total cost of ABD and Pan city proposals, then N will be higher than 1 and the cost of Consultancy will increase. Kindly confirm, whether our understanding is correct. | Please refer Serial No: 121 |
| 225. | Page 96 Annexure I | Please provide the length of distribution system considered under this project (existing and proposed) Please provide the length of collection system considered under this project (existing and proposed) | Please refer Serial No: 122 |
| 226. | Page 120, Clause 6.3 "Terms of Payment" | Normally for projects of above 12 months duration, price escalation clause will be applied. As this project is of 36 months duration, please consider Price escalation. | Please refer Serial No: 123 |

| 227. | 3) Eligibility of Association of Consultants and Sub- consultants Page 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 the Part II Data Sheet. | In case of association of a Consultant with a Sub- consultant that is an entity, kindly clarify whether the credentials of the Sub- Consultant (an entity) will be considered for scoring as per the qualification/ eligibility criteria set forth in the Part II Data Sheet | Please refer page no.7, clause no.3.1 of ITC under section-2. |
|------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 228. | 5) Conflict of Interest 5.2,(c) Conflicting relationships Page 9 | 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 | 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. | Please adhere to RFP conditions |
| 229. | m 2B: Format for Financial Capability of the Consultant Page 34 | Certificate from the Statutory Auditor: This is to certify that (name of the Consultant) has received the payments against the respective years. | We request you to modify the subject clause as follows:We hereby certify the above mentioned Annual Turnover and Net Profit of | Please adhere to RFP conditions |
| 230. | Section 5: Terms of Reference Task 3, Project Implementation and Supervision, Activity 6b, (iii) Page 75 | (iii) Engaging STQC for Audit The Consultant will be responsible to engage STQC to conduct the assessment/ review of the system before rolling it out. | Kindly clarify whether the expense relating to STQC audit will be borne by the client or consultant. | Please refer Serial No: 51 |
| 231. | | 7) ICT System/Solutions Architect [CV for this position shall be evaluated.] | While the subject point mentions that the CV for this position shall be evaluated, no mark has been assigned for the same in the evaluation criteria (Page 30). Kindly clarify the same. | Refer Serial No: 17 |
| 232. | 5.Team Composition & Qualification Requirements, Page 83- 86 | Task 2: For Lump Sum Contract: 7) Sr.Business Analyst / BPR Specialist: Degree in BE/ B-Tech with MBA | We request you to modify the educational qualification as follows: "Degree in Engineering/ Commerce/ Management with Masters Degree in Management/ Business | Please adhere to RFP conditions |

| | | | Administration or equivalent" | | | |
|------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|
| | | 16) Transaction Advisor for PPP Projects MBA (Finance)/ CA/ CFA/ or equivalent | We request you to modify the educational qualification as follows: "MBA (Finance)/ CA/ CFA/ Master of Science in Development Management or equivalent" | Please adhere conditions | to | RFP |
| | | 25) Information Security Systems Expert: MCA/ B.Tech/ M.Tech in IT with certification in CISSP/ CCSP 10 years of experience in similar field | We request you to modify the subject clause as follows: MCA/ B.Tech/ M.Tech/ B.E in IT/ Computer Science with certification in CISSP/ CCSP/ CISA Minimum 7 years of experience in similar field. | Please adhere conditions | to | RFP |
| | | 26) Solution Architect: Degree in Information Technology/ Electronics Engineering or equivalent | We request you to modify the educational qualification as follows: "Degree in Information Technology/ Electronics Engineering or equivalent or MCA/ equivalent | Please adhere conditions | to | RFP |
| | | 29) Application Analyst: B.E/ B.Tech or equivalent with application development experience | We request you to modify the educational qualification as follows: "B.E/ B.Tech or equivalent or MCA with application development experience" | Please adhere conditions | to | RFP |
| | | 30) Networking & IT Infrastructure Specialist: MCA/ B.Tech/ M.Tech in IT with certification in CCNA 10 years of experience in similar field | We request you to modify the educational qualification as follows: MCA/ B.Tech/ B.E/ M.Tech in IT or Computer Science with certification in CCNA/ CISA Minimum 7 years of experience in similar field. | Please adhere conditions | to | RFP |
| 233. | 7.Time Schedule and activity wise Deliverable Page 89, 90 | 6) Activity 2-5: The time period may be extended for another 6 months as per the requirement of the module(s) by the [insert executing agency] for completion of the assignment up to activity 6. | Kindly clarify whether the consultant will be paid for the extended period based on the remuneration rate of the key personnel for the time they spend during the extended period. | Please refer page r 2-Project desig development of T section-5. Extension of time p applicable. The be in page no.89 stands "6) Activity 2-5: | gn FOR (eriod elow (s dele | and under is not clause ted. |

| | | | | period may be extended for another 6 months as per the requirement of the module(s) by the [insert executing agency] for completion of the assignment up to activity 6" |
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| | | 8) Activity 6 - Project Implementation Support: From the date of selection of the implementation agency T1 to (T0+3 years) | We understand that there is a time lag between Activity 5 and 6 i.e. the time required for carrying out bid process management to identify the Implementation Agency. From our experience in other similar smart city projects, it typically takes about 3-4 months to identify the Implementation Agency. Hence, we request you to factor the time for selection of Implementation Agency, and extend the implementation support period accordingly. | Please adhere to RFP conditions |
| | | 9) For Pan City Module Including the following during implementation period a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of "Go-Live" Report: Time period For a, b, and c activities: T1+ 4 (four) Months during implementation by System Integrator (SI) | From our experience in other similar smart city projects, it typically takes about 12 months from the date of signing contract with Implementation Agency, to complete activities mentioned in S.No.9:a, b, and c. We kindly request you to extend the time period to 12 months | Please adhere to RFP conditions |
| 234. | General Conditions of Contract: 3.4. Insurance to be taken out by the Consultant, | 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 | We have 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 | Please adhere to RFP conditions |

| | Page 114 | 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. | submit the documentary evidence of such policies. | | |
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| 235. | 3.5. Accounting, Inspection and AuditingPage 115 | 3.5.2 The Consultant 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. | We would be able to share all project related documents with the client for audit purposes. As Deloitte is a multi- disciplinary organization 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. | Please adhere to F conditions | RFP |
| 236. | General Conditions of Contract 4.Consultants Personnel and Sub- consultants Page 117 | 4.4, (d) Removal and/ or replacement of personnel: During the 1st and 2nd year of the project duration the consultant may change 2 "Key Experts" and 3 "Key Experts" respectively. | We understand that the phrase "Key Experts" refers to "Key Professionals" mentioned in Evaluation Matrix S.No.1 to S.No.9 on Page 30. Kindly confirm. | Please refer serial No:48 | |
| 237. | Liquidated Damages Page 122 | 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 | We request you to modify the subject clause factoring the following: "the Liquidated Damages will be charged for the reason solely attributable to the respective parties". | Please adhere to F conditions | RFP |
| 238. | Page 123 | 9.3 (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 0.2% of total cost of the services for every week or part thereof for the delay. | We kindly request you to define the acceptance criteria with better clarity for each deliverable. The word 'satisfaction' is subjective. | Please adhere to F conditions | RFP |

| 239. | 11. Performance Security Page 124 | 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 that the Performance Security is returned immediately on completion of services. | Please adhere to RFP conditions and the Performance security will be released on completion of all services duly certified by PSCDL. |
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| 240. | Special Conditions of Contract Clause 10 Page 127 | 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 liability linked to the insurance policy of the consultant is removed and is capped to total cost only. Therefore, we request you to remove "clause 10.i.(b)". | |
| 241. | Special Conditions of Contract Clause 11 Page 127 | (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. Request you to please delete this clause. | Please adhere to RFP conditions |
| 242. | Special Conditions of Contract Clause 11 Page 127 | (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency] | We request you to insert the following: "Third Party liability insurance, with a minimum coverage of [One time the contract value]". | Please refer Serial No:64 |
| 243. | Special Conditions of Contract Clause 11 Page 127 | (d) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate | The consultant has Group Personal Accident Policy insurance coverage depending upon the category of the staff, and Personal Medical Insurance coverage depending upon the size of the employee's family. The workers' compensation insurance is not applicable to a Management Consultancy Firm. | Please adhere to RFP conditions |

| 244. | Clause 14.5, ITC page 15 | Xerox copy of the above said documents shall be furnished along with the payment of EMD and tender fee to this office before the due date as mentioned in DATA SHEET | Most of these documents (except original EMD) are part of online bid, hence submission of Xerox copy is not really required. Please confirm | For submission of documents Please refer Serial No: 34 |
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| | Data Sheet, clause 2.1 | Submission of : F. PAN Card G. Copy of Income Tax Clearance Certificate for the past three consecutive years. I. The Bidder/s must have a valid Goods and Service tax (GST) registration | In case of Foreign firms not having an office in India, such documents which are more prevalent in India, will not available. Can you please indicate what alternative documents- if needed- should be submitted. | For Foreign firms not having an office in India, please refer page no.21, Basic eligibility criteria of DATA SHEET under Section-2. |
| 245. | Clause 14.5 j, ITC page 15 | j. Copy of JV agreement, if the bidder is willing to bid jointly. | In case of JV, if we will submit a letter confirming this JV association for this project. Would it suffice? | Please refer Serial No:126 |
| 246. | clause 14.9.5, Page 16 | to participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with e-procurement portal of Govt. of Puducherry https://pudutenders.gov.in to have user ID & password | firm, as the lead firm is responsible for the proposal including on behalf of JV partners. Please confirm | |
| 247. | Clause 9.4a, ITC page 11 -12 | Firms' experience - Tech -2 | Is it acceptable to submit the Project Data Sheet as per format Tech-2? | Please adhere to RFP conditions |
| 248. | Clause 12.1, Page 13 Data Sheet 12.1, page 25 | An EMD of an amount of Rs.20,00,000/- (Rupees Twenty Lakh Only) as mentioned in data sheet, in the form of Demand Draft/ Bankers Cheque | Kindly consider the Bank Guarantee for such a large amount. | Refer Serial No: 1 |
| 249. | Clause 13, Page 14 Data Sheet 13, page 25 | Bid Processing Fees of Rs.10,000/- (Rupees Ten Thousand in the form of Demand Draft drawn in favour of Employer and payable at Puducherry. | As digital payments is in practice, kindly accept online NEFT / RTGS mode of payment. The copy of payment will be attached with the online bid. | Please adhere to RFP conditions |
| 250. | Clause 3.2, ITC page 7 | Consideration experience of sub consultants and its association with other lead firms. | Please clarify A) if Sub-consultant's experience/credentials will be evaluated or not? B) Can Sub-consultant firm associate with several lead firms, or can the only be associated to one Lead firm? C) Can Individual CV be used by other firms as well as part of their proposals? | (A) Please refer page no.7, clause no.3.1 of ITC under section-2. (B) &(C) Please refer page no.10, Clause 7 of ITC under section 2. |

| 251. | Letter of Invitation - | Issue of pre-bid clarifications and last date of | We kindly request you to extend the date of | Please Refer Serial No: 21 |
|------|--------------------------|-----------------------------------------------------------|----------------------------------------------------------------------|------------------------------|
| | point 5 | submission - 09.04.2018, 15.00 hrs | submission of the full proposal. Kindly give us at | |
| | Data sheet 14.3, page 25 | | least three weeks after issue of your pre-bid | |
| | | | clarification. We will adequate time for the | |
| 252 | | Charles of END C. Decementative for the basis | proposal preparation. | |
| 252. | Letter of Invitation - | Submission of EMD & Documentation fee in hardcopy | Since the whole proposal will be submitted online | Please refer Corrigendum 1 |
| | point 5, | on or before 09.04.2018, 12.00 hrs | including the copy of EMD and documentation fee, | |
| | Data sheet 14.3, page 25 | And last date 09.04.2018, 15.00 hrs | we suggest that hard copy of EMD and document | |
| | | | fee should be accepted five days after last date as | |
| | | | post/courier will take time to reach Pondicherry. Please confirm. | |
| 253. | TOR, page 81 and 82 | Staff Qualifications for the landscape architect the | | Please adhere to RFP |
| 233. | TOR, page of and oz | request is to have a Master landscape architect with a | and at the same time an Architect). Can the | |
| | | degree of architecture | organiser clarify this qualification? Will one of the | conditions |
| | | | qualification (either Landscape Architect or | |
| | | | Architect) suffice? | |
| 254. | Clause no. 19 of Part-II | Experience as PMU / PMC/Support Units/ Technical | , | Please Refer the Corrigendum |
| | Data Sheet / Clause 15.4 | | the same project references be used as a prove of | 1 and please refer serial |
| | of ITC, Page 27 | preparation / or Supervision consultant in the under | qualification for several criteria? | No:168 |
| | | mentioned Sectors (for consultancy service) of at | | |
| | | least Rs.100 lakh per project Form Tech 2E | | |
| 255. | TOR | No mention of important areas like climate resilience | How you would address these issues in a coastal | Please adhere to RFP |
| | | and disaster management | city like Puducherry? | conditions |
| 256. | TOR | Input data for ABD n°5,6&9 not specified clearly with | Please provide a comprehensive list of data / | Please adhere to RFP |
| | | details. | design / reports available with the client. Further, | conditions and data shall be |
| | | | period of 12 months for task 2 seems very | provided to the successful |
| | | | challenging thus not realistic if we cannot have a | consultant. |
| | | | clear idea of the available input data. | |
| 257. | TOR | For activity 5, bid process, the responsibility of the | | Please adhere to RFP |
| | | design is not defined at this stage. Some call for | a typical list of deliverables with drawings and | conditions |
| | | tenders will include comprehensive construction | minimum scales is highly recommended for ABD | |
| | | design under employer's responsibility and other CFTs | $n^{\circ}5,6$ &9. This is to be highlighted to PSCDL. | |
| | | will delegate the construction design to the | | |
| 250 | | contractor (design & built or turnkey projects). | | |
| 258. | TOR, Page 95 | It is specified that a DPR is already available this ABD, | | Please refer serial No:58 |
| | | source augmentation & water supply system | study; as such our experiences shows that it cannot | |

| | | rehabilitation (<u>http://www.pondicherrysmartcity.in/tenders.php</u>). | be used as a basis to launch a bid process with an acceptable reliability for budget estimate. Please clarify. | |
|------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 259. | TOR | Supervision works completion within the time frame is a challenge. | Supervision of works within a period of 36 months (which include 12 months of review), will be difficult as many works by contractors will not be complete. Thus, we would need to know the response of the client. | conditions |
| 260. | Clause 4.1, Page no 8, Clarification and Amendment of RFP Documents:- | The Employer will respond in writing or by email means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants | The consolidated clarifications for all the pre-bid queries submitted by the bidders shall be uploaded in the website (https://pudutenders.gov.in/ & http://pondicherrysmartcity.in/) as it is the general practice followed in all other smart city tenders. | The clarification shall be uploaded in the (https://pudutenders.gov.in/, http://pondicherrysmartcity.in / & https://smartnet.niua.org/) |
| 261. | Clause 9.4,f, Page no:12 | Curriculum Vitae of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). | Curriculum Vitae of the Professional staff considered for evaluation during the bid shall not only be signed by the authorized representative but should also be signed by the professional staff. This procedure can improve the credibility of the submitted CVs and aid in exercising a fare competition. We request the clause no 9.4,f is modified accordingly. | Please adhere the RFP conditions |
| 262. | Clause 15.5, Page no 17 | Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud. | Request PSCDL to change the (if required) condition to the following sentence: The technical scores along with the financial bid value shall be declared to the technically qualified firms participating in the financial bid opening. | Please adhere the RFP conditions |

| 263. | SECTION 2- Clause 2.1- Page 21 | The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 30 (thirty) crores during the last three (3) financial years; the JV/Consortium partner should have a minimum average annual turnover of Indian Rs. 10 (Ten) crores during last three (3) years. | In normal practice for other smart city PMC RFP's the minimum average annual turnover is kept between Rs.100 Crores to Rs. 200 Crores. Accordingly, we suggest the following: For Lead Member, Request PSCDL to increase the minimum average annual turnover to Rs. 150 crores to have genuine bidders for the project. For JV/Consortium partner, Request PSCDL to increase the minimum average annual turnover to Rs. 75 crores | Please adhere the RFP conditions |
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| 264. | Section 2, Instructions To Consultant, Part-II, Data Sheet,2.1, Page no 21, | Basic Eligibility criteria | In normal practice for other smart city PMC RFP's the Joint Venture consist of generally one lead member and other maximum two/three members. For such project which is of vast magnitude and of paramount importance, any JV member to effectively carry out such assignment should have specific technical experience of at least 30% of the requirement of specific experiences. Hence, we feel that partnership should be limited to one lead partner with a maximum of two JV partners. | Please refer Serial No:19 |
| 265. | SECTION 2- Clause 2.4 Page 22 | Last date & time for submission of proposal / bid in online. | Request PSCDL to extend the last date for bid submission to atleast 25 days from the date of issue bid clarification from PSCDL | Please refer Serial No:21 |
| 266. | SECTION 2- Clause9.3-b Page24 | The estimated number of Professional staff months required for the Assignment / job is: | Request PSCDL to confirm the Minimum number of supervision team required to be deployed. | Please adhere the RFP conditions |
| 267. | Clause d2 & d3, Page no 28 | Transport projects & Non-Motorised Transport | The marks indicated under transport shall be reduced to 5(3+2) marks as against 8(5+3) marks indicated presently. | Please refer Corrigendum 1 |
| 268. | Page no 30 | The marks for Qualifications and competency of | Since the CVs of ICT System/Solutions | Please refer Serial No:17 |

| | | each of the key professional will be evaluated and further divided as under: | Architect (Page no 80) and Hydraulic / Drainage Expert (page no 82) will be evaluated, accordingly, we request that their positions also carry marks and are indicated in the table: "The marks for Qualifications and competency of | |
|------|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 269. | Form 4-A (Time based - task 1&3) - page 58 | Reimbursable expenses Home and Office | each of the key professional" Request, PSCDL to provide tentative quantities also in the RFP so that all the bidders are on same platform for quoting the reimbursable expenses. | The "Home" means outside of project area and "Office" means PSCDL office. |
| 270. | Form 4-B (Time based - task 2) - page 59 | Reimbursable expenses Home and Office | Request to PSCDL clarify the word "Home" and "Office" for Time based job Request, PSCDL to provide tentative quantities also in the RFP so that all the bidders are on same platform for quoting the reimbursable expenses. Request PSCDL to clarify the word "Home" | Please refer Serial No:269 |
| 271. | Form 5 - page 60 | Provisional sum and contingency | and "Office" for Lump sum job Presume, these are Reimbursable expenses at actual. Confirm. | Yes. |
| 272. | Clause 4- detailed scope of work, B- Activity 2- Page 67 | Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets Preparation of Environment Social Mitigation Plan (ESMP) exclusively for Grand Canal Project | Request PSCDL to specify the extent of data/ reports available. Presume, carrying out EIA studies and obtaining approvals from the concerned agencies is not part of the assignment. Confirm. | Please adhere the RFP Conditions Please refer serial No 53 |
| 273. | Clause -4 .4- d - page 117 | Removal and/or Replacement of Personnel | Due to prevaililing volatile market, request to remove the penalty clause associated with this. | Please adhere the RFP Conditions |

| 274. | General | Project extension after the agreement closure: | The Payment to the consultants if the project is extended beyond 36 months for o Remuneration rates for Key experts o Lump sum billing for the progress of actual works (during implementation phase) | Please adhere the RFP Conditions |
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| 275. | General | Evaluation of Key expert CV's | Request PSCDL to consider the years of experience of candidate as also one of the marking criteria | Please adhere the RFP Conditions |
| 276. | General | General | Presume, tenders would be floated on DBO / EPC tenders. Confirm | Please adhere the RFP Conditions |
| 277. | Clause-5, Team composition and Qualification requirements, For time based contract (Task 1 & Task 3), Sr no-1 Page 79 | Master in Engineering or Bachelor in Engineering(Civil Engineering) with MBA or its equivalent 10 years of exclusive experience in Urban Sector with total 15 years of experience Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for Minimum 3 projects as part of consultant team. Knowledge of urban development policies, issues and Project | Request PSCDL to consider 10 years of exclusive experience in urban sector with total 12 years of experience. | Please adhere the RFP Conditions |
| 278. | Page no 81- Energy/ Renewable Energy Expert [CV for this position shall be evaluated.] | 7-12 years experience in power projects viz., planning/designing for power generation, transmission and distribution. | Request PSCDL to consider 12 years experience in power projects viz., planning/designing for power generation,transmission and distribution, substations, solar power plants. | Please adhere the RFP Conditions |
| 279. | Clause-5, Team composition | Degree in Civil Engineering with Post Graduation in PHE /Environment Engineering | Request PSCDL to consider 10 years experience in water front projects | Please adhere the RFP Conditions |

| | and Qualification requirements, For Lump sum contract (Task 2), Sr no-6 Page 83 | 15 years experience in water front projects Design and restructuring of water supply / distribution network projects Experience in Operation & Maintenance of Urban Water Supply schemes. | | | | |
|------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----|-----|
| 280. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-8 Page 84 | Master's degree Environmental/Public Health Engineering or equivalent At least 10 years of extensive experience in Solid Waste Management | Request PSCDL to consider 7 years of extensive experience in Solid Waste Management | Please adhere Conditions | the | RFP |
| 281. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-9 Page 84 | Masters in Urban Design/Architecture or equivalent 10 years experience in Urban Designing of a heritage precinct. Experience in Transit Oriented Development Experience in Local area planning, | Request PSCDL to consider 7 years experience in Urban Designing overall. | Please adhere Conditions | the | RFP |
| 282. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-12 Page 84 | Masters in Environmental Engineering/ Degree in Civil Engineering 15years experience on water sourcing, planning & Management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting. | Request PSCDL to consider 10 years experience on water sourcing, planning & Management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting. | Please adhere Conditions | the | RFP |
| 283. | Clause-5,Team | Masters in Urban Planning/Housing | Request PSCDL to consider 7 years experience | Please adhere | the | RFP |

| | composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-14 Page 84 | 10years experience in Urban Poverty Alleviation Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation. Knowledge of housing finance etc. | Urban Poverty Alleviation Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation. | Conditions | | |
|------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----|-----|
| 284. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-17 Page85 | Postgraduate in Environmental Planning / Engineering /Environmental Sciences 10 years experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism. | Request PSCDL to consider 7 years experience in conducting EIA, environment modelling & preparing Environmental Management plans, | Please adhere Conditions | the | RFP |
| 285. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-18 Page 85 | Degree in Civil/ Mechanical Engineering 10 years experience in utility services. | Request PSCDL to consider 7 years experience in utility services. | Please adhere Conditions | the | RFP |
| 286. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-19 Page 85 | Master's Degree or equivalent in social development disciplines 10 years experience in years experience in Urban Poverty Alleviation. Experience in urban social welfare projects/ community mobilization/ Social Development Sub- Plan | Request PSCDL to consider 7 years experience in years experience in Urban Poverty Alleviation. | Please adhere Conditions | the | RFP |
| 287. | Clause-5, Team | Masters in Structural Engineering | Request PSCDL to consider 7 years related | Please adhere | the | RFP |

| | composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-20 Page 85 | 10 years related experience in designing urban facilities. Should have the experience in structural design of infrastructure projects. | experience in designing urban facilities. | Conditions |
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| 288. | Clause-5, Team composition and Qualification requirements, For Lump sum contract (Task 2), Sr no-22 Page 85 | Bachelor's in Architecture 10 years experience in heritage conservation work | Request PSCDL to consider 5 years experience in heritage conservation work. | Please adhere the RFP Conditions |
| 289. | General Conditions of Contract, Clause 9, Liquidated damages, Sub Clause 9.2, Page 122 | The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D. | Request to PSCDL to consider amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract as specified in Appendix D | Please adhere the RFP Conditions |
| 290. | General Conditions of Contract, Clause 9, Liquidated damages, Sub Clause 9.3 (a), Page 123 | 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. | Request PSCDL to consider that If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof with capping to 5%. | Please adhere the RFP Conditions |
| 291. | General Conditions of Contract, Clause 9, Liquidated damages, Sub Clause 9.3 (b), Page 123 | 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 | Request PSCDL to consider 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 | Please adhere the RFP Conditions |

| 292. | Special Conditions of | be liable for Liquidated Damages for an amount equal to 0.2% of total cost of the services for every week or part thereof for the delay. The Performance Security amount is 10% of | be liable for Liquidated Damages for an amount equal to 0.1% of total cost of the services for every week or part thereof for the delay with capping to 1%. Request PSCDL to consider the | Please adhere the RFP |
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| | Contract, Clause 17, Ref of GC clause 11, | the Contract value. | Performance Security amount to be 5% of the Contract value. | Conditions |
| 293. | Form Fin 2 Summary of costs, Provisional Sum and Contingencies, Page 55 | Provisional Sum and Contingencies | Since Provisional Sum and Contingencies are non-competitive therefore in order to have financial proposal of all the firms at par, it is requested PSCDL to fix the amount for Provisional Sum and Contingencies. | Please adhere the RFP Conditions |
| 294. | Form Fin-4A & Fin-4B Break up of reimbursable expenses | Per Diem allowance | It is requested to fix the quantity for Per Diem allowance. | Please adhere the RFP Conditions |
| 295. | Clause-5, Team composition and Qualification requirements, For time based contract (Task 1 & Task 3) For Lump sum contract (Task 2), | Non evaluating CV's to be also provided in the proposal?? | Request PSCDL to consider only evaluating CV's mentioned in Page 30 table and written in brackets next to the respective positions i.e (CV for this position shall be evaluated) on Page 79, 80, 81, 82, 83, 84 only those CV's to be submitted (11 nos). | Please refer Serial No:17 |
| 296. | General query | Need to add this clause in GCC | Request PSCDL to add these clauses in the agreement: Additional Services - CONSULTANT shall make available on CLIENT's request such services as may be mutually agreed between CLIENT and CONSULTANT in addition to those described in this Agreement. The terms and conditions for such additional services shall be mutually agreed upon between CLIENT and CONSULTANT. | Please adhere the RFP Conditions |

| | | | Further, if CONSULTANT is required to re-do certain services which are already totally or partially complete due to reasons such as instructions from CLIENT or changes in data/documents/information provided by CLIENT or his vendors or Consultant or changes in design codes, standards, statutory rules and regulations, CONSULTANT shall be compensated by CLIENT for such re-work on such terms and conditions as shall be mutually agreed upon between the CLIENT and CONSULTANT. | |
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| 297. | Clause 2.9.6, Page 113 | Need to add this termination clause in GCC | Request PSCDL to add these clauses in the agreement Termination at Convenience - Either party shall have the right to terminate this agreement by giving 30 calendar days prior notice to the other party without assigning any reason | Please adhere the RFP Conditions |
| 298. | Clause 2.7, Page 109 | Force Majeure Definition | Request PSCDL to have this under the Force Majeure definition - Force Majeure - In the event that either party is prevented, wholly or in part, by any force majeure cause, as defined hereinafter, from performing or accepting performance by the other party, the parties will either agree to a fresh completion date by condoning the period of delay arising out of such non-performance or may, by mutual consent, treat the contract as terminated. However, if the force majeure conditions persist for an unreasonably long time (specify duration), the party not under force majeure conditions may, by giving a notice to the other party, terminate the contract. In either case of termination, both parties will have no claim for compensation against each other, but shall receive their dues as prevailing on the | Please adhere the RFP Conditions |

| | | | date of commencement of force majeure conditions. Force Majeure is herein defined as: Any cause which is beyond the reasonable control of the CONSULTANT or CLIENT. Natural phenomena, including but not limited to weather conditions (excluding monsoon), fire, explosion, floods, drought, earthquakes and epidemics. Acts of any Governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, terrorism, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions. Disruption in communication - Strikes and lockouts. Sabotage, riot, civil commotion, invasion and insurrection. Client shall reimburse at cost any and all necessary costs incurred in continuing to undertake the Work and/or in evacuating Consultants' personnel as deemed appropriate by Client and/or Consultant and/or other relevant bodies including Embassies and/or National, Regional or Local Government. | | |
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| 299. | Clause 2.9.2 a & d Page 112 | If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved | Request PSCDL to reduce time duration to 30 days from 45 days. | Please adhere the Conditions | RFP |

| | | in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach. | | |
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| 300. | Clause no 10 of SCC, Page no 127 | 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. | Request PSCDL to amend this clause Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) <u>10% of the value of Agreement</u>, 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. | Please adhere the RFP Conditions |
| 301. | Section-2 Instruction to Consultant, Part - II, Data Sheet, Page No 23, Clause no - 18. | Submission of bid | Request PSCDL to consider submission of Technical and financial bids online and hard copy submission of bids on 2 separate dates. If online submission were to happen on April 9th 2018 then Hard copy submission should be done 2 working days later | Please adhere the RFP Conditions |
| 302. | Clause 1.9 of GCC, Page no 107 | Taxes and Duties: The Consultant, Sub- Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. | Request PSCDL to take note that Taxes like GST should be paid by Client. Consultant will show such taxes as a separate line items in the invoices. | Please refer Serial No:28 |
| 303. | | Negotiations Clause 16.3, Page No 18 | There is explicit statement that increase in price above the originally quoted value is ruled out. But there may arise an opportunity for reduction in price due to changes in scope of work during negotiations. The document does not state the limiting % of such reduction. Please clarify. | During negotiation with the successful consultant the same will be consider. This will not result in change to the present RFP |
| 304. | Section-5, Terms of Reference | 4. Detailed scope of work Part B: Task 2 - Project Design and Development. Pg; 67 | The time period for mobilization under Activity 1 of Task 1 need to consider which is clearly outside the Task 2. So the period of 12 months reckoned with the commencement from the date of award of contract shall be modified. Please confirm. | Please adhere the RFP Conditions |
| 305. | Section-5, Terms of Reference | 4. Detailed scope of work II. Activity2 Situational Analysis Report (b) Pan city | The consultant's allotted period under this activity shall be immune from the period taken | |

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| | | proposal, Item viii. Pg;68 | for approval by the Client for certain reports as identified under this item. Please clarify. | | | |
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| 306. | Section-5, Terms of Reference | 4. Detailed scope of work IV. Activity 4, Detailed Project Report (b) Pan city proposal, Item iv. Foot note ref 4, Pg:70 | PSDCL shall well in advance make these rates available to the Consultant. Please confirm. | | the | RFP |
| 307. | Section-5, Terms of Reference | Clause-4 Detailed scope of work Sub clause IV, Activity-4: DPR, (b) pan city proposal, Pg:70 | The activities mentioned here pertain to ABD proposals. Kindly review for pan city proposals involving integrated ICT applications. | Please adhere Conditions | the | RFP |
| 308. | Section-5, Terms of Reference | 4. Detailed scope of work V. Activity 5 Bid Process Management (a) Area based development & (b) Pan city proposal item (iv), Pg: 72 | Any modification of the bid document suggested by certifying agency or accreditation agency shall not be the responsibility of the Client. Please confirm. | Please adhere Conditions | the | RFP |
| 309. | Section-5, Terms of Reference | 4. Detailed scope of work Task 3 Project Implementation and Supervision. VI. Activity 6 Implementation phase (a) Area based development item (xvii), Pg: 73 | Please confirm. | YES. | | |
| 310. | Section-5, Terms of Reference | 7. Time Schedule and activity wise deliverable Pg: 88 | The reference to T0 is not in agreement with GC Clause No. 2.3, (page 109) SC Clause No. 8 (Page 126) and Section 2. Instructions to Consultants Clause 17.2 (page 19), Data Sheet on Page 27. Therefore, T0 should read as TLOI+15days where TLOI stands for Date of Letter of Intent. Activity 2 shall be T0 + 13 months as there is a clear indication of time period for activity 1 as T0 + 1 month. Accordingly changes shall be made to clauses wherever T0 is referred. E.g., Page 57, 67 wherein references are made to Task 2.Please confirm | Conditions | the | RFP |
| 311. | Section-5, Terms of Reference | Clause-9 Payment schedule Pg, 91 | Lump sum based for Task-2 (activity 2-5 item (b), Lump sum amount (M1)= Form Fin 3B +Fin 4 B and the payment shall be made on pro rata basis of the modules. Actually, Fin-4B is reimbursable monthly payment with/without supporting documents (Refer to page-61). It may not be necessary to make payment on pro-rata basis and may be considered to be released as that of Fin 4A on | Please adhere Conditions | the | RFP |

| | | | monthly basis. Kindly consider this request. | |
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| 312. | Section-5, Terms of Reference | Clause-9 Payment schedule , Pg, 91 | The payment schedule does not speak about operation of provisional sums and contingencies. Are they all reimbursable with the approval of PSCDL? Please confirm. | Please adhere the RFP Conditions |
| 313. | Section-5, Terms of Reference | Annexure-I Foot note Pg, 96 | Water supply zonal map and ward details are supposed to be attached for Puducherry Municipality in Annexure II &III respectively are found missing. Kindly furnish the details. | Please visit the web site http://pondycherrysmartcity.in |
| 314. | Section-6, Standard form of contract | GCC Clause 2.3, Commencement of services, pg 109 | The consultant shall begin carrying out the services not later than number of days after effective date specified in SC which is 15 days (vide page 127).But the expected date for commencement of service as per data sheet, Sl No 21 page 27 is 30 days from award of contract. Please clarify. | Please adhere the RFP Conditions |
| 315. | Section-6, Standard form of contract | GCC Clauses 6.3 (a), (c) final payment,(f) Clause-9, LD, 9.3(a) pg, 120 | The reference made with SC13 is not correctly referring to GC clause in the document. Please clarify. | In GCC, SC13 may read as SC15. And in SCC Page No.128, Row No:2 in the table stands deleted. |
| 316. | Section-6 Standard Form of Contract | Clause 9 Read in parallel with Clause 6.3 Pg- 120,123 | The maximum time taken by the Employer to pay the Consultant Invoice is not defined especially when there is a dispute. If the Consultant delays the deliverables then such delays are subjected to liquidated damages. Likewise there shall be a penalty for the Employer if payments to the Consultant are delayed over the stipulated time allowed for payments. This clause needs to be added. Please consider this request | |
| 317. | III, Special Conditions of Contract | Item 15 of SC GC Ref Clause 6.3 Pg - 128 | a) The payment of mobilization advance shall be against bank guarantee for equivalent sum of the advance amount and not 110%Please clarify b) Recovery of mobilization advance amount suggested shall be 10% of the amount of each certified invoice to the consultant commencing from the next invoice, following the | Please adhere the RFP Conditions |

| | mobilization advance payment invoice. c) Since there is a certain amount being recovered from the advance amount paid, the Consultant shall every year be liable for the amount pending recovery and hence shall replace the bank guarantee for the sum equivalent to the amount pending recovery. Please modify the clause. | |
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THE CHIEF EXECUTIVE OFFICER, PSCDL.