

ADDENDUM No. 2 TO RFP No. 02

(RFP No. 02 Issued by Rourkela smart City Ltd, Dated 13-02-2017)

Addendum date- 21-03-2017

For Selection of Project Management Consultant for Smart Solutions projects in Rourkela:

This addendum No-2 is issued to Clarify/Modified the following Clauses in above mentioned RFP document in view of various issues raised by intending bidders in the course of Pre Bid Discussion. The Clarifications/Modifications listed hereunder supersedes the provisions made in RFP document and to be read along with RFP document. In case of conflict of any provisions in RFP with the provision made in this Addendum, this addendum provision shall prevail.

Please note that Consortiums have been allowed and therefore under qualifying documents to be submitted, a consortium agreement has to be included. The format for the same shall be published separately. Further, in case of Consortiums, bidding details asked in qualifying documents are to be submitted for each member separately.

The Bid Submission date is revised to **12-04-2017** and Technical bid opening will be done on **13-04-2017 at 3 PM.**

Clarifications/Modifications to RFP document are as Under:

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
1	NIT, Page 1	Rourkela Smart City Limited (RSCL) invites proposals in response to the Request for Proposal (RFP) for selection of a consultant from a single entity (companies registered under Companies Act, 1956) having required experience as per the said RFP to design and assist RSCL in implementing the Smart Solutions.	Rourkela Smart City Limited (RSCL) invites proposals in response to the Request for Proposal (RFP) for selection of a consultant either as a single entity (companies registered under Companies Act, 1956) or a Consortium/ JV Partner; having required experience as per the said RFP to design and assist RSCL in implementing the Smart Solutions	Consortium is allowed subject to the following conditions: <ol style="list-style-type: none">1. Consortium can have maximum two members including Lead member.2. Consortium member will be jointly and severally responsible for the project.3. Both the members of the consortium need to meet financial eligibility criteria individually.4. The technical eligibility criteria can be fulfilled jointly by consortium members.5. The eligible assignment of both members of the consortium will also be considered for scoring during evaluation of

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				<p>technical proposal.</p> <p>Clause-6.2 stands modified as above.</p>
2	<p>Page 16</p> <p>Clause 6.2 "Eligibility"</p>	<p>If a company/firm does not meet the Eligibility Criteria individually, then such company/firm shall not be entitled to form a consortium. If any company/firm forms a consortium with another Company/firm to submit a Proposal, then the Proposal submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified. However a company/firm will be allowed to use credentials of any other companies/firms belonging to the same corporate group and/or utilizing the same brand name/logo to meet the technical and financial eligibility Criteria and for marking under the technical evaluation, provided sufficient documentary proof is submitted with the bid proposal.</p>	<p>i) The ICT requirement of Smart City is very complex and requires skill and experience in multiple applications. B&V brings experience and expertise in Utilities application, Emergency Call System, Traffic Management System etc. We are 911 system PMC for many states and counties in US. We request you to kindly allow consortium members to jointly meet the technical eligibility criteria. You can keep the financial criteria as it is.</p> <p>ii) As this assignment is a large assignment, please allow a JV/ Consortium based bidding. Request for deletion of this clause to facilitate JV / Consortium Based Bidding.</p> <p>iii) Please clarify if, a company, that meets the Eligibility Criteria on its own can form a consortium to enhance its capabilities?</p> <p>iv) It is suggested that the consortium may be allowed in case the Lead Firm of the consortium is able to meet all the eligibility criteria on its own.</p> <p>v) Given the diverse nature of the proposed projects in the Smart City Plan, a Consortium may be allowed to leverage strength of all the members of the consortium. Further, all the members of the consortium together should be allowed to meet the eligibility criteria. RfPs issued by Jabalpur Smart City Limited and Indore Smart City Development Limited for ICT PMUs allowed maximum of two members, including lead members in a consortium. Further, combined technical experience of all the members was considered for the purpose of evaluation.</p>	<p>Same as above.</p> <p>Clause-6.2 stands modified as above.</p>

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3	Section- ITB Clause 19(a), 21, Pg 43	<p>Bid documents processing fee of INR 10,000 (Indian Rupees Ten Thousand only) shall be paid through a demand draft in favour of the Rourkela Smart City Limited and payable at Rourkela.</p> <p>An EMD of INR 6,00,000 (Indian Rupees Six Lakhs) in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Rourkela Smart City Limited and payable at Rourkela, must be submitted along with the Proposal.</p>	<p>It is requested to kindly clarify that in which mode (i.e. offline or online) tender document fee and EMD are required to be paid against this tender as this is contradictory in the clauses related to submission of tender document fee and EMD.</p> <p>In this regard we bring to your kind notice that the organizations which are registered with NSIC under Single Point Registration Scheme, are eligible to get the benefits specified under Public Procurement Policy of Micro and Small Enterprises Order 2012 as notified by the GoI, MSME, New Delhi vide. Gazette Notification dated 26.03.2012 which is as follows: Issuance of tender set free of cost Exemption from payment of EMD In tender participation, micro and small enterprises, quoting price within price band L1 + 15% shall also be allowed to supply/provide services a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non MSEs. Micro or Small Enterprises (MSE)/NSIC registered firms are exempted from the submission of the "Tender document cost" and "EMD" and must enclose copy of the MSE/ NSIC certificate Considering the above exemption from submission of EMD and Cost of tender document may kindly be granted</p>	<p>RFP conditions shall prevail. Bid document fee &EMD are to be submitted along with proposals as specified.</p> <p>As turnover of Rs 50 crores is required to participate in this, exemption is not applicable.</p>
4	Section- ITB Clause 27 , Pg 43	<p>Eligibility Criteria: (i) Financial Eligibility: The Bidder should have a minimum average annual turnover from consultancy services of INR 50,00,00,000.00 (Indian Rupees Fifty Crores) in the three financial years 2013-14, 2014-15 and 2015-16</p>	<p>As the Estimate of the assignment is lower than 50 Cr, hence requesting to lower the Financial Pre-Qualification to be in line with the Tendering guidelines.</p>	<p>RFP conditions shall prevail.</p>

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		prior to the Proposal Due Date		
5	Section- ITB Clause 18 , Pg 43	The Client will reimburse the Consultant the service tax payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant.	<p>The Client will reimburse the Consultant the service tax/GST payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant.</p> <p>- In case of GST coming into effect, an equitable adjustment of the Contract price should be made to fully take into account any such change by addition to the Contract price or deduction there from, without changing the overall basic price of the contract without service tax.</p> <p>Please confirm that Service tax and GST (as and when it comes into effect) will be reimbursed by the client on actual basis as per the prevailing rates at the time of invoicing by the consultant.</p>	Service tax and / or GST (as and when it comes into effect) will be reimbursed by the client on actual basis as per the prevailing rates at the time of invoicing by the consultant.
6	18 (b), Page-42	A price adjustment provision applies to remuneration rates: No.	Four years is a long term for pre-fixing the remuneration rate. It is suggested that a 10% increase annually, in remuneration rates should be provided, to compensate for inflation.	<p>The draft contract already allows price adjustment if delay is not attributable to consultants through a variation order in which any change to the Total Value of Contract needs to be mutually agreed. Please refer clause no. 29 and 14 of General Conditions of Contract in Standard Form of Contract.</p> <p>No modifications. RFP conditions shall prevail.</p>
7	24.2, Page-31	The Performance Security shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract.	Request for keeping Performance Security amount equal to 5% of the contract value, which has been the common practice in the industry.	RFP Conditions shall prevail.
8	27 (i), Page-43	Financial Eligibility: The Bidder should have a minimum average annual turnover from consultancy services of INR 50,00,00,000.00 (Indian Rupees Fifty Crores) in the three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date.	Request you to amend the clause to: "The Bidder should have average annual turnover from IT consultancy services of INR 150 crores (Indian Rupees One Hundred and Fifty Crores) in the last three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date."	RFP Conditions shall prevail.

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9	Form Tech-4, CV	CVs must be signed in indelible ink by the authorized signatory of the Bidders. In case of Unsigned CVs shall be rejected.	We request that CV's signed by the authorized signatory of the firm on the behalf of all the proposed resources shall be accepted for proposal qualification.	Allowed.
10	Form Fin-3	Breakdown of Remuneration	We understand that the payment terms on monthly basis based on the man month rate accepted. Kindly clarify.	Yes, the payment terms on monthly basis based on the man month rate accepted. However payment on monthly basis shall be made as specified under Clause 43.1 Special Condition of Contract.
11	14 (K), Preparation of Proposal, Page 40	Replacement of Key Experts	Experts can only be replaced after prior approval of the client. It is therefore, suggested that no limit of a number may be specified, as all replacements have to be first approved by the client.	RFP Conditions shall prevail.
12	44.1 & 44.2, III. Special Conditions of Contract, Page 62	Other than any indirect local Taxes chargeable in respect of this Contract for the Services provided by the Consultant, which shall be reimbursed by the Client to the Consultant, the Consultant and the Personnel shall pay the Taxes levied under Applicable Laws during the term of the Contract and the Client shall perform such duties in regard to the deduction of such Taxes as may be lawfully imposed.	In the past there are many new taxes, cess that are being levied by the government from time to time on the services that consulting firms provide, which the consulting firms recover from their client. There is no process by which an assessment of new taxes in the future can be made. Four years is a long time to fix all local/indirect taxes. It is suggested that all taxes may be reimbursed at the rates prevailing at the time of billing.	All indirect taxes including Service Tax and / or GST as applicable (as and when it comes into effect) will be reimbursed by the client on actual basis as per the prevailing rates at the time of invoicing by the consultant.
13	43.1 (a), III. Special Conditions of Contract, Page 61	Only Service Tax chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.	Does this imply that the service tax is fixed at the start of the assignment for the next four years? Please clarify. In the past there are many new taxes, cess that are being levied by the government from time to time on the services that consulting firms provide, which the consulting firms recover from their client. There is no process by which an assessment of new taxes in the future can be made. Four years is a long time to fix all local/indirect taxes. It is suggested that all taxes may be reimbursed at the rates prevailing at the time of billing.	Service tax / GST (as and when it comes into effect) will be reimbursed by the client on actual basis as per the prevailing rates at the time of invoicing by the consultant.

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14	27 (ii), Page-44 to 51	<p>Category A Assignment:</p> <ul style="list-style-type: none"> a) The assignment should be for the development of an Information Technology (IT) based City Operation Center. b) The City Operation Center should have been developed for a city with a minimum population of 200,000 (two hundred thousand). The Bidder shall have experience in providing project development and management / project design and supervision / project design, supervision and management consultancy services in the assignment. 	<ul style="list-style-type: none"> Minimum one experience in each of the above 4 areas indicated in item 3 above, can be considered for technical eligibility. Request you to amend the clause to: "The assignment should be for the advisory services of an Information Technology (IT) based Integrated Operations Centre (IOC)" since the development of the IT based COC is done by the implementation agency / managed service provider and is considered as a conflict for the consulting firms." Request you to amend the clause to: "The Bidder should have experience of providing advisory services for the Integrated Operations Centre (IOC) for a city with a minimum population of 500,000 (Five hundred thousand)" since the development of the IT based COC is done by the implementation agency / managed service provider and is considered as a conflict for the consulting firms. <p>Typically, the population size of 200,000 (Two hundred thousand) is more relevant and applicable in the Western countries but from an India perspective, the minimum population for a city is 500,000 (Five Hundred Thousand)</p> <p>Request you to amend the clause to: "The Bidder shall have experience in project advisory / Consulting / project design and management/ project design, monitoring and management consultancy</p>	<ul style="list-style-type: none"> No modification in technical eligibility The clause is amended as "The assignment should be for the advisory services of an Information Technology (IT) based Integrated Operations Centre (IOC)/ Command and Control Centre" Minimum population criteria remains unchanged Minimum population criteria remains unchanged Assignments involving Project Design, Supervision and Management consultancy shall only be considered for evaluation.

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		<ul style="list-style-type: none"> e) In executing the assignment, the Bidder shall have been the main/ chief/ principal consultant which executed the consultancy / services agreement with the implementing agency and the total fees received towards the consultancy services towards each such project must be above Rs. 1 Crore. f) In case of an ongoing Category A Assignment, 60% of the assignment should have been completed as on the Proposal Due Date. However the ongoing project will be considered for technical scoring over and above one completed qualifying project by the proposal date. For the consideration of 60% completion of an assignment, the work order and certification of 60% receipt of consulting fee from the Statutory Auditor can be provided. <p>Category B Assignment:</p> <ul style="list-style-type: none"> The assignment 	<p>services in the assignment.</p> <p>Also, since the development is normally done by the implementation agency / managed service provider and is considered as a conflict for the consulting firms.</p> <p>Please clarify what do the symbols “/” and “and” signify as these can be interpreted differently by the interested bidders.</p> <p>Request you to amend the clause to: "In executing the assignment, the Bidder shall have been the main/ chief/ principal consultant which executed the consultancy / services agreement with the implementing agency and the total fees received towards the consultancy services towards each such project must be above INR 50 Lacs."</p> <p>Request you to change it to: "Completed/work-in-progress category A assignments shall be accepted"</p> <ul style="list-style-type: none"> As the Smart City Plan of 	<ul style="list-style-type: none"> Project Development and management/project Design & Supervision mentioned in clause stands deleted. <p>The Clause stand modified as above.</p> <p>RFP Condition shall prevail</p> <p>Credentials of ongoing Assignments shall be considered subject to the following condition:</p> <ul style="list-style-type: none"> 60% of the ongoing assignment shall be complete as on the Proposal Due Date The bidder must provide the work order for assignment and Statutory Auditor's certification of 60% receipt of consulting fee for the assignment . <ul style="list-style-type: none"> Allowed. The following

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		<p>should be for the project development and management / project design and supervision / project design, supervision and management consultancy services of an Information and Communication Technologies (ICT) based project.</p> <ul style="list-style-type: none"> • b) The ICT based project should have been implemented in a city with a minimum 	<p>Rourkela focuses on Integrated Solid Waste Management (Project Module 9: Swachh Rourkela), installation of Solar Panels and street lights (Project Module 2: Green Rourkela), Health and Education (Project Module 5: Integrated Informal Settlements), ICT projects in the following areas should also be considered for Category B assignments:</p> <ul style="list-style-type: none"> ○ Solid Waste Management ○ Street Lighting ○ Roof top Solar panels ○ E-Health/Education ○ Smart Metering-Water/Electricity <ul style="list-style-type: none"> • Further, the Category B projects should be for Urban Population and current condition of “implementation in a city with a minimum population of 2, 00,000 (Two Hundred Thousand) may be removed. • Request you to amend the clause as follows as this is restrictive in nature: (a) The assignment should be for the project advisory / Consulting / project design and management/ project design, monitoring and management consultancy services of an Information and communication Technologies (ICT) based project, a list of which is set out below: Please clarify what do the symbols “/” and “and” signify as these can be interpreted differently by the interested bidders. <p>Request you to amend the clause to: “The Bidder should have experience of providing advisory services for the</p>	<p>are added after (a) x in the list</p> <ul style="list-style-type: none"> ○ Solid Waste Management ○ Street Lighting ○ Roof top Solar panels ○ E-Health/Education ○ Smart Metering-Water/Electricity <p>The clause stands modified as above.</p> <ul style="list-style-type: none"> • Minimum population criteria remains unchanged • The assignment should be for the project design, monitoring and management consultancy services in the assignment of Information and communication Technologies (ICT) based project. • Minimum population criteria remains unchanged

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		<p>population of 200,000 (Two hundred thousand).</p> <ul style="list-style-type: none"> <li data-bbox="412 884 732 1293">• "In executing the assignment, the Bidder shall have been the main / chief / principal consultant which executed the consultancy/ services agreement with the implementing agency and the total fees received towards the consultancy services for each such project must be above INR 35 Lakhs." <li data-bbox="412 1377 732 1818">• e) In case of an ongoing Category B Assignment, 60 % of the assignment should have been completed as on the Proposal Due Date. For the consideration of 60% completion of an assignment, the work order and a certification of 60% receipt of consulting fee from the Statutory Auditor can be provided. <li data-bbox="412 1839 732 1896">• For each Category B Assignment, which 	<p>Integrated Operations Centre (IOC) for a city with a minimum population of 500,000 (Five hundred thousand)" since the development of the IT based COC is done by the implementation agency / managed service provider and is considered as a conflict for the consulting firms"</p> <p>Typically, the population size of 200,000 (Two hundred thousand) is more relevant and applicable in the Western countries but from an India perspective, the minimum population for a city is 500,000 (Five Hundred Thousand)</p> <p>Request you to amend the clause to: "In executing the assignment, the Bidder shall have been the main / chief / principal consultant which executed the consultancy/ services agreement with the implementing agency and the total fees received towards the consultancy services for each such project must be above INR 25 Lakhs." Request you to amend the clause to:</p> <p>"Completed/work-in-progress category B assignments shall be accepted"</p> <p>Request you to please delete this clause: "Also number of</p>	<ul style="list-style-type: none"> <li data-bbox="1097 884 1438 957">• Allowed. In the clause INR 35 Lakhs changed to INR 25 Lakhs. <p>Clarified above.</p> <p>Allowed . "Also number of ongoing projects should not</p>

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		<p>meets the criteria set out above, the Bidder will be awarded 1 mark per assignment, subject to a maximum of 14 marks in total (out of which, the Bidder may be awarded a maximum of 3 marks per sub-category within the Category B Assignments set out at (a) (i)-(x) above). Also number of ongoing projects should not be more than 50% of the total number of projects.</p> <ul style="list-style-type: none"> A project considered only in any one of the categories and not in both the categories. For e.g., a project proposed for evaluation in Category A shall not be proposed for evaluation under Category B also, in such case, evaluation of project will be undertaken in one case only. 	<p>ongoing projects should not be more than 50% of the total number of projects."</p> <ul style="list-style-type: none"> Large scale IT projects entails multiple components which are similar and engulfs other criteria. Accordingly, we will request you to remove this clause. Request you to delete this clause 	<p>be more than 50% of the total number of projects." Stands deleted.</p> <p>Clause is modified as above</p> <ul style="list-style-type: none"> Allowed . <p>Clause modified to the extent that If any assignment clearly gets covered under more than one category the same can be demonstrated under both categories and will be considered for evaluation.</p>
15	Page 56 Appendix 1: Qualification Documents and Proposal Submission Form	<p>Clause g No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.</p>	<p>We will request clause to be modified as "No investigation by a regulatory authority is pending either against us or any of our Partners / Senior Directors who would be working on the proposed assignment under this RFP/Agreement.</p>	<p>Clause is Modified as:</p> <p>No investigation by a regulatory authority is pending either against us or any of our Affiliates/ Partners / Senior Directors who would be working on the proposed assignment under this RFP/Agreement or against our chief executive officer or any of our directors/managers/employee</p>
16	Page 70 Appendix 7 "Technical Qualification"	<p>For each ongoing Eligible Assignment, the work order and certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished. In case certificate from the client is</p>	<p>Similar to completed eligible assignments, for ongoing eligible assignments, in case certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client may be considered.</p>	<p>Certification only from statutory auditor shall be accepted</p>

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		not available, a certification of 60% receipt of consulting fee from the Statutory Auditor can be provided.		
17	Page 73 Appendix 8 "Format for Affidavit Certifying that Bidder is not Blacklisted"	I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.	We will request clause to be modified as I hereby certify and confirm that we or any of our Partners / Senior directors are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we belong or in which we conduct business from participating in any project or being awarded any contract, either individually and no such bar or blacklisting subsists as on the Proposal Due Date.	Clause is Modified as: I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers/partners/ senior directors are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.
18	Page 94, Section 6 "Terms of Reference", Clause 6.1.3	As part of its smart city proposal, Rourkela has proposed to implement several Area Based Development Projects which includes the following: Project Module 1: Vibrant Rourkela Project Module 2: Green Rourkela Project Module 3 : Jatayat Project Module 4 : Surakshit Rourkela Project Module 5: Integrated Informal Settlement Project Module 6: Jaldhara Project Module 7: Brahmani Riverfront Development Project Module 8 : Paribahan Project Module 9 : Swachh Rourkela Project Module 10: City Governance	We understand that as part of the current RFP, only ICT components of the Modules indicated alongside should be considered for the purpose of payment milestones.	Only ICT components of the Modules indicated alongside would be considered for the purpose of payment milestones
19	6.5: Team Composition	Expert Pool: Team Leader cum City	Request you to amend the clause to:	Team leader with 12 years of experience allowed.

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	& Qualification Requirements, 6.5.3, Page -108-112	<p>Operation Center Expert (To be the Employee of the Company): Should have minimum 15 years' experience in consulting/ implementation of ICT projects. Should have international experience in leading at-least 1(one) city operation center projects as defined under Category A assignment which is fully operational</p>	<p>a). "Team Leader cum City Operation Center Expert (To be the Employee of the Company): Should have minimum 12 years' experience in consulting/ implementation of ICT projects." b). Should have experience in leading at-least 1 (one) city operation center projects as defined under Category A assignment which is operational/ under implementation.</p> <p>Given the role of the Team leader and that the project is to be carried out in an Indian City, we request that qualification and experience be updated as follows: <u>Minimum Qualification</u> Bachelor's/Master's Degree in Information Technology/ Computer science/ Computer Applications/Electronics/Master Degree in Management or equivalent. <u>Minimum Experience</u></p> <ul style="list-style-type: none"> Should have minimum 15 years' experience in consulting /implementation of ICT projects Should have Consulting/ Implementation experience of implementing at-least two city operation centre and other components of smart cities 	<p>Clause modified to that extent.</p> <p>Clause Modified as follows:</p> <p><u>Minimum Qualification</u> Bachelor's/Master's Degree in Engineering/ Information Technology/ Computer science/ Computer Applications/Electronics/Master Degree in Management or equivalent. <u>Minimum Experience</u></p> <ul style="list-style-type: none"> Should have minimum 12 years' experience in consulting /implementation of ICT projects Should have Consulting/ Implementation experience of implementing at-least two city operation centre and other components of smart cities <p>• RFP Condition shall prevail.</p>
		<p>Support Deputy Team Leader cum programme management expert</p> <ul style="list-style-type: none"> Bachelors in Engineering with Post Graduation / Master in Finance Management; or Chartered Accountant 	<p>Given the proposed role of the "Support Deputy Team Leader cum programme management expert", we request that qualification be updated as follows:</p> <ul style="list-style-type: none"> Bachelors in Engineering with Post Graduation / Master in Finance Management; 	

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			<ul style="list-style-type: none"> or • Chartered Accountant; or • Post-graduate in Economics 	
		<p>Program Support Team: Support Officers -4 Nos.: Bachelor in Computer, E&E, E&C Engineering, Information Technology / Masters in Computer Application Experience up to 3 years.</p>	<p>a). Bachelor in Computer, E&E, E&C Engineering, Information Technology / Masters in Computer Application or equivalent b). Should have minimum 05 years' experience in similar field.</p>	<p>Clause Modified as:</p> <ul style="list-style-type: none"> • Bachelor in Computer, E&E, E&C Engineering, Information Technology / Masters in Computer Application or equivalent b). Should have minimum 3 years' experience in similar field.
		<p>Support Officers – Transport Planning / Transport Engineering – 2 Nos.: Masters in Engineering / Planning with specialization in Transportation / Traffic. Experience up to 3 years</p>	<p>a). Degree in Engineering/ planning b). Should have minimum 5 years' experience in Public transit Operations/ Management/ Planning.</p>	<p>Clause Modified as:</p> <ul style="list-style-type: none"> • Degree in Engineering/ planning b). Should have minimum 3 years' experience in Public transit Operations/ Management/ Planning.
		<p>Traffic cum Transit Expert & Urban Transport Planner</p>	<p>As Smart City Plan of Rourkela has diversified components including intelligent municipal services , solid waste management, energy efficient streetlights, installation of solar panels etc, we will request that requirement of Traffic cum Transit Expert may be replaced with ICT/E-Governance Expert and Solution Architecture Expert with following qualifications and experience: ICT/E-Governance Expert <u>Minimum Qualification</u> Degree in Engineering (Computer Science/Electronics/Electricals) /MCA or equivalent. <u>Minimum Experience</u> At least 10 years of experience of working as a sector expert for e-governance related projects, IT based public service delivery projects etc.</p>	<p>RFP Condition shall prevail.</p>

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		<p>Procurement Specialist Minimum Qualification Degree in Engineering/ Management/ law / Business Administration or Equivalent</p>	<p>Solution Architecture Expert Minimum Qualification Degree in Information Technology/ Electronics Engineering/Computer Applications or equivalent Minimum Experience Experience in designing and integrating applications for at-least 2 IT Infrastructure covering Water, Intelligent Transport, Solid Waste management etc.</p> <p>We understand that a Chartered Accountant is also eligible qualification for this position. Please confirm.</p>	Chartered Accountant is eligible
20	General Conditions of the Contract Clause 18.1.4	Upon total or partial termination of the Contract for a Consultant in the Event of Default, the Client will have the right to engage a third party consultant to complete the Services or the Modules which have been deleted from the Consultant's scope and the Client shall recover the incremental costs incurred by the Client in engaging a third party consultant from the Consultant.	We understand that cost is limited to respective milestone amount for a particular Module. Please confirm.	Yes, cost is limited to respective milestone amount for a particular Module
21	General Conditions of the Contract Clause 19.1	The Consultant must indemnify and hold harmless the Client and the Client's staff, their Affiliates and directors of their Affiliates (each a "Client Indemnified Party") from and against any and all claims and losses suffered or incurred by the Client	<p>We understand that we will sign the contract with the Client and responsible and liable only to the Client. Please confirm.</p> <p>We would further like to negotiate on the Consultant's indemnity arising out of breach of the Consultant's obligations under the Contract in case the engagement/project is awarded to our firm.</p>	RFP Conditions shall prevail.
22	General Conditions of the Contract Clause 19.1 "Consultant's Indemnity"	The Indemnifying Party agrees and acknowledges that it shall fully indemnify the Indemnified Party for all amounts paid and/or costs incurred by the Indemnified Party in accordance with this	We will request that words "for all amounts paid and/or costs incurred by the Indemnified Party" may be substituted with "direct loss".	Indirect or consequential loss will not be claimable.

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23	23.1, III. Special Conditions of Contract, Page-57 and Clause 19: Indemnity and Limitation of Liability, II. General Conditions of Contract, Page-28	Clause 19. Limitation of Liability	The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	RFP Conditions shall prevail.
		<p>The insurance coverage against the risks shall be as follows:</p> <p>(ii) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(iii) Third Party liability insurance, with a minimum coverage in accordance with the Applicable Law.</p> <p>(iv) Employer's liability and workers' compensation insurance in respect of the Personnel in accordance with Applicable Law, including any life, health, accident, travel or other insurance as may be appropriate for the Personnel</p>	<p>The third party motor vehicle insurance is not applicable to a Management Consultancy Firm. Request to please delete this clause.</p> <p>Under this category, we have Commercial General Liability (CGL) Insurance which provides cover for any third party claims w.r.t property damage and bodily injury. The workers' compensation insurance is not applicable to a Management Consultancy Firm. However, the Consultant possesses a Group Personal Accident Policy for its employees.</p>	RFP Conditions shall prevail.
24	24.1, II. General Conditions of Contract, Page-33	Insurance to be taken out by the Consultant:	The firm maintains professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement. Since the PII policy is confidential, the terms of the policy shall not be	RFP Conditions shall prevail.

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
			disclosed.	
25	25, II. General Conditions of Contract, Page-33	Accounting, Inspection and Auditing	The firm can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement.	RFP Conditions shall prevail.
26	26.1, II. General Conditions of Contract, Page-34	Report	Any information, advice, recommendations or other content of any reports, presentations or other communications the firm provides under this Agreement ("Reports"), other than Client's Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and the firm shall not be required to update its Final Report.	RFP Conditions shall prevail.
27	22.1, II. General Conditions of Contract, Page-32	Confidentiality	Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law,	RFP Conditions shall prevail.

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
			legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
28	27, II. General Conditions of Contract, Page-34	Intellectual Property Rights:	The firm may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the firm own in performing the Services. Notwithstanding the delivery of any Reports, The firm retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the firm compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	RFP Conditions shall prevail.
29	14, Section-I, Instructions to Bidders, Sub-Contracting	(I) The Consultant shall not sub-contract any part or whole of the services.	Firm may subcontract portions of the Services to any of its network firms (being such firms that are part of any network of professional firms to which the firm is deemed, either by any contract, law or professional regulation, to be a participant network member; hereinafter, "Network Firm(s)"), as well as to other service providers, who may deal with you directly. Nevertheless, the firm alone will be responsible to the Client for the Reports, the performance of the Services, and our other obligations under this Agreement.	Subcontracting upto 30% of contract value shall be allowed with prior approval of the client. The clause stands modified.
30	27 (iii): Other Eligibility Criteria (b)	If any Bidder or its Affiliates has/ have, in the 3 (three) years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by any government or government instrumentality; or (ii) had	Request you to make the clause stringent by replacing "Termination" word with "Blacklisting". The revised/ modified clause shall be read as: "If any Bidder or its Affiliates has/ have, in the 3 (three) years immediately preceding the Proposal Due Date: (i) been	Allowed to the extent that word "termination" appearing in the clause is replaced by "Blacklisting". Clause stands modified as above.

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
		any contract terminated by any government or government instrumentality for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal	blacklisted from any project or contract by any government or government instrumentality, then such Bidder will not be eligible to submit a Proposal"	
31	Page 14 Clause C "Conflicting relationships"	Relationship with the Client's staff: a bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract	The clause may be altered to limit the conflict to the engagement team proposed by the Bidder and the counterpart team at the client end.	Allowed.
32	Page 21 "Clause 15" Sub Contracting	The Consultant shall not sub-contract any part or whole of the Services.	As some of the positions are highly specialized positions, external experts proposed at the time of submission of proposal may be considered. Accordingly, requirement for some of the positions to be Employee of Organisation may also be removed.	Subcontracting upto 30% of contract value shall be allowed with prior approval of the client. Clause stands modified as above.
33	Page 45 "Technical Proposal (Envelop B)	Specific Experience of the Bidder in undertaking Category-A Assignments and Category-B Assignments.	As the Scope of Work primarily involves overall programme management of the Smart Solutions Projects including designing and assisting in implementing identified Smart Solution Projects by appointing a System Integrator, the experience should include (i) preparation of Road Map or ICT master plan, (ii) Detailed Project Report for e-	RFP Conditions shall prevail.

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
			<p>governance projects, (iii) bid process management and (iv) programme management.</p> <p>Similar experience was also required by Jabalpur Smart City Limited and Indore Smart City Development limited, who have also issued separate RfPs for appointment of ICT consultants for implementation of Smart City Projects.</p>	
34	NIT No. 002	Last date for submission of Proposals is March 31, 2017.	We would request for an extension of last date for submission of bids such that it is at least 3 weeks from the date of issue of clarification of queries.	Allowed. Bid submission date shall be notified separately.
35	Additional Clause	New Clause:	<p>The Client shall assign a qualified person to oversee the Services. The Client is responsible for all management decisions relating to the services, the use or implementation of the output of the services and for determining whether the services are appropriate for your purposes. The Client shall provide (or cause others to provide) to us, promptly, the information, resources, and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services. To the best of your knowledge, all information provided by you or your behalf (Client information) will be accurate and complete in all material respects. The provisions of client information to us will not infringe any copyright or third party rights.</p> <p>Clarity required on the Additional points:</p> <ul style="list-style-type: none"> Clarity on acceptability of International experience is missing. 	<p>RFP Conditions shall prevail.</p> <ul style="list-style-type: none"> International experience accepted

S.No	Reference in the RFP Document	Existing clause in RFP	Query / suggested modification	Response
			<ul style="list-style-type: none"> • Clarity on whether completed project should include those where Advisory work for project preparation and award of contract to SI has been successfully completed or not • Clarity on whether qualifying projects should focus on technology advisory experience and not system integration experience 	<ul style="list-style-type: none"> • Ongoing projects shall be considered provided that 60% of the assignment is complete. The work order and certification of 60% receipt of consulting fee from the Statutory Auditor must be provided. • No change in qualifying project except to the extent modified above.