

**OFFICE OF THE  
GUWAHATI SMART CITY DEVELOPMENT AGENCY LTD.**

(CIN: U45309AS2016SGC017403)

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NO. SPV/GSCDAL/GEN/9/2016/

Dated: 23/08/2016

**SUMMARY OF DISCUSSION AND RESPONSE TO QUERIES  
OF THE PRE- BID MEETING**

**Subject: Pre-bid meeting for “Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects (SPV/GSCDAL/GEN/2/2016/07)”.**

The Pre-bid meeting was held on 12th August 2016 as per the schedule notified in the RFP at Office of GSCDAL, Statfed Building, Bhangagarh, Guwahati, Assam-781005. The list of representatives of the prospective bidders attended the meeting is Annexed.

At the outset, Managing Director, Guwahati Smart City Development Agency Limited (GSCDAL), welcomed the participants present for the meeting. Thereafter the presentations about the proposed project and provisions taken in RFP document were made. After this, queries raised by representatives of bidders were discussed. It was clarified that many issues raised by the bidders have already been covered in RFP document.

The Managing Director requested all bidders to provide their queries in writings up to 12/08/2016, so that the same may be replied by GSCDAL. Accordingly the queries raised by the bidders received up to 12/08/2016 as specified in Clause 9 of data sheet requiring clarifications are clarified as under:

Sl.No.	RFP reference	Query/ Request	Clarification
<b>Section 2: Instructions to Consultants: PART I:Standard</b>			
1	Page 10, Clause 10, Sub- clause 10.1:Taxes	Request to have the financial quote “exclusive” of Applicable Taxes owing to the uncertainty in tax slabs under GST regime and also there are certain taxes, cess etc implied upon during the applicable project agreement period	No change. As per provision of RFP.
2	Page 11, Clause 12, Sub- clause 12.1(iv) :EMD and Bid processing fee	Request you to accept the Bank Guarantee for EMD	Please refer Addendum/ Corrigendum for EMD of Bid processing fees No change. As per provision of RFP.
<b>Section 2: Instructions to Consultants: PART II:Data Sheet</b>			
3	Page 16, Clause 6, Sub- clause : ITB 2.6	Request to please confirm the size of office space, and whether the office will be furnished with internet and telephone facilities. Also maintenance charges for electricity will be taken care by the client. Please confirm.	Client will provide only office space. All other facilities required for the task are be provided by consultant. Please refer clause 8 of Section 5 - TOR of bid document.
4	Page 16, Clause 4, Sub- clause : ITB 14.4	Request to extend the proposal submission date	Please refer Addendum/ Corrigendum 1.

<b>Sl.No.</b>	<b>RFP reference</b>	<b>Query/ Request</b>	<b>Clarification</b>
5	Page 17, Clause 11, Sub- clause : ITB 9.3 (b)	Request to revise proposed minimum man-months for both time based components and for lump sum	No change. As per provision of RFP.
6	Page 18, Clause 13, Sub- clause : ITB 9.4: Form Tech 4	Request to increased no. of pages to 40, to provide a comprehensive methodology as the project encompasses multi-disciplinary work.	No change. As per provision of RFP.
7	Page 18, Clause 16, Sub- clause : ITB 12.1	Request to reduce the EMD amount	No change. As per provision of RFP.
8	Page 19, Clause 17, Sub- clause : ITB 13	Request to reduce bid processing fee and accept bank guarantee	No change. As per provision of RFP.
9	Page 19&20, Clause 19, Sub- clause : ITB 15.4	Request to allow consultant who are wholly owned subsidiary of a foreign firm to bid based on technical credentials of parent company	No change. As per provision of RFP.
10	Page 20, Table for Technical Evaluation	In case of consortium bid, this eligibility criteria could be fulfilled by the consortium members together. Please clarify.	As per provisions of RFP. May refer clause 3 of Section 2 ITC.
11	Page 20, Eligibility Pt. 2	International projects done for the Central / State / Municipal government of the respective country will be considered for eligibility. Please confirm	Yes. International projects done for the Central / State / Municipal government of the respective country will be considered for eligibility.
12	Page 20 / 21, Procedure for Detailed Evaluation of Technical qualifications.	Request to revise the evaluation criterion	No change. As per provision of RFP.
<b>Section 4: Financial proposal- standard forms</b>			
13	Page 41, Form FIN-1	Request to clarify whether the sub-total A to be mentioned under FIN-1 would be 'inclusive' or 'exclusive' of taxes. In case it is 'inclusive' of taxes, it is requested to align the line items under FIN-2 accordingly.	The sub-total A mentioned under FIN-1 is 'inclusive of domestic taxes'. Please also refer Clause 10.1 of Section1: ITC. Please refer Addendum 1.

Sl.No.	RFP reference	Query/ Request	Clarification
14	Pages 45-46, Form 4 A (Time Based Task 1 & 3) and Form 4 A (Lump Sum Task 2),	Request to allow provision for expenses for travel from Home Office (Delhi) to Field Office (Guwahati) and Guesthouse accommodation.	The items shown in Form FIN 4(A) and FIN 4(B) are indicative. Consulting firms may add/delete other items as per their approach and methodology so as to complete the assignment.
15	Page 47, Form 5	Request to kindly increase the contingency as the amount indicated in the RFP is too low.	No change. As per provision of RFP.
16	Page 47, Form 5	Cost of all types of surveys and investigations will be covered under provision al sum. Please confirm.	Yes, please refer to pt (ii) of Form FIN 5
<b>Section 5: Terms of Reference</b>			
17	Page 52, Clause 3: Scope of Services	Request to segregate and have separate RFPs for ABD & Pan city as the components of Areas Based Development are more of Infrastructure Planning/ Urban Planning , Design & Engineering based projects .Pan- City development, are more technology/ IT oriented components.	No change. As per provision of RFP.
18	Page 53, Clause 3: Scope of Services, para 8	Request to allow some inputs from Home office for Non-Key experts who will be needed on intermittent basis.	No change. As per provision of RFP.
19	Page 52-64, Clause 4: Detailed scope of work	Request to provide the number and type of survey to be conducted and sample size to be adopted for the surveys.	Please refer to Page 53, B. Task 2, Activity 2 .a (iv). "Identify requirements of surveys, studies and investigation;"
20	Page 56, Clause 4 - Detailed Scope of Work, Activity 4: a. Area Based Development	Request to increase the time allotted for completion of Activities 2-5 for each group of module as the activities such as topographical survey, geotechnical investigations, mapping of underground utilities etc. would take up a lot of time.	No change. As per provision of RFP.
21	Page 56, Clause 4 - Detailed Scope of Work, Activity 4: b. Pan City Proposal and Page 61, Clause 4 - Detailed Scope of Work, Activity 6: b. Pan City Proposal	Please clarify who will prepare the DPR for ICT based applications in the Pan City Proposal.	Consultant has to prepare DPR.  Please refer to Page 56-57: Activity 4 of detailed scope of work

Sl.No.	RFP reference	Query/ Request	Clarification
22	Pages 75-76, Clause 9, “Payment Schedule”,	Request to for change in payment condition	No change. As per provision of RFP.
23	Page 78 & 79, Annexure 1	(a) Request to clarify the level of project information available for these 5+3 project modules. (b) Please clarify if the project cost mentioned in the table is final. (c)Request to share the break-up and reports which support these cost.	Consultants are encouraged to read the smart city proposals for Guwahati available at : <a href="http://smartcities.gov.in/winningCityp1.aspx">http://smartcities.gov.in/winningCityp1.aspx</a>
<b>Section 6: Standard form of contract: Form of contract</b>			
24	Page 84 (3rd para: Note ...), Page 88 (clause 1.7) & page 103 (clause 10 iv)	It is understood that the ‘jointly and severally liable’ provision would be applicable for all the constituents only in case of Joint Venture while in case of a consortium bid, only the lead consultant would be liable to client for all the obligations of consultants under this project. please confirm	Please refer to clause 1.7, pg88 :“.....However, <b>each member or constituent of Consortium</b> of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract”.
<b>Section 6: Standard form of contract:general condition of contract</b>			
25	Page 95, Clause 3.4	Clarify if appropriate and required insurance have to be on Client’s terms and conditions.	Yes. Required insurance have to be on Client’s terms and conditions.

Sl.No.	RFP reference	Query/ Request	Clarification
26	Page 96, Clause 3.8	It is understood that any pre-existing IPR of the consultancy firm, used in the study, will remain with the firm. Please clarify	Yes. Clause 3.8 clearly states: "All plans, drawings, specifications, designs, reports, other documents and software <b>prepared by the Consultant for the "Employer" under this Contract</b> shall become and remain the property of the "Employer", ....."
27	Page 102, Clause 9, subclause 9.3 (a)	Request client to relax/ eliminate the penalty due to delay.	No change. As per provision of RFP.
28	Page 102, Clause 9, subclause 9.2 and 9.3 (b)	Request to specify the liquidated damages payable in terms of % of the total value of the contract as specified in Appendix D.	It is 10%.Please read 9.2 as follows: "The amount of liquidated damages under this Contract shall not exceed <b>10 %</b> of the total value of the contract as specified in Appendix D."
<b>Section 6: Standard form of contract: special condition of contract</b>			
29	Page 105, Clause 10, Sub clause GCC 3.4	Request to modify the 'limitation of consultant's liability clause in the consultancy contract, which is in line with the general bidding practices in India. "Notwithstanding anything contained in this contract, RFP or any other document, the maximum amount of aggregate liability and indemnity of consultant in any event shall not be more than the fee received by the consultant till that date"	No change. As per provision of RFP.
30	Page 105, Clause 10, Sub clause GCC 3.4	We would request you to de-link the liability cap to the insurance policy and limit the liability to the fees paid (preferred) or the contract value	No change. As per provision of RFP.
31	Page 105, Clause 11, Sub clause GCC 3.5	Request to remove the risk and the insurance coverage clause.	No change. As per provision of RFP.
32	Page 105, Clause 8, Sub clause GCC 2.3	Request to be increased the time period of commencement of service	No change. As per provision of RFP.

Sl.No.	RFP reference	Query/ Request	Clarification
33	Page 106, Clause 14, Sub clause GCC 6.3	Kindly consider mobilization advance of 10%, with no attached conditions.	No change. As per provision of RFP.

All bidders are requested to take note of above clarification and Addendum/ Corrigendum issued as the case may be while preparing the bid documents for submission. This summary of discussion and response to queries will form part of RFP document and is requested to be submitted with bid documents duly signed by authorized signatory of the bidder. No further queries will be entertained.

**Encl:** List of the participants attended the Pre-bid meeting.



**(Ashutosh Agnihotri, IAS)**

**Managing Director**

Guwahati Smart City Development Agency Ltd.  
Bhangagarh, Guwahati-5

Memo No. SPV/GSCDAL/GEN/9/2016/26(A)

Dated: 23/08/2016

Copy to:

1. All consultants.



**Managing Director**

Guwahati Smart City Development Agency Ltd.  
Bhangagarh, Guwahati-5

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PRE-BID MEETING

Project Management Consultant (PMC) to design, develop, manage and implement  
Smart City Projects under Smart City Mission

Attendance Sheet 12/8/2016.

Sl.	Name & Designation	Contact No. & Email	Signature
1	Shri Ashutosh Azhikhotri, IAS	94350-49546	
2	Manik Ch. Saeme	94350 10612	
3	D.K. Gogoi	98640-30451	
4	Asib Ahmed	94351/60120	
5	Arindam Bora	94354 13324	
6	Sajitha Shaik, PwC Consultant	8499061234	
7	Jyotirmati Das PwC Sr. Consultant	9435403254	
8	ADITYA AMIST ENGINEERS INDIA LTD.	8826269333	
9	SIDDHARTH KUMAR DELOITTE TOUCHE TOMHATSU	9199426743	
10	ANURAG SAMVANSHI ROYAL HASIDONING DHV	9810503078	
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