



***ATAL MISSION FOR REJUVENATION AND URBAN
TRANSFORMATION 2.0 (AMRUT 2.0) KERALA***

***RESPONSE TO PRE-BID QURIES RAISED WITH REGARDS TO THE
REQUEST FOR PROPOSAL (RFP) RFP NO. AMRUT/CMD/001/2023
FOR RECRUITMENT OF CONSULTING FIRM AS PROJECT DEVELOPMENT
AND MANAGEMENT CONSULTANT (PDMC)***



***CENTRE FOR MANAGEMENT DEVELOPMENT
Thiruvananthapuram***

RECRUITMENT OF CONSULTING FIRMS AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) IN AMRUT 2.0 KERALA

RESPONSE TO PRE BID QUERIES- RFP FOR SELECTION OF PDMC FOR AMRUT 2.0

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
Section 1. Letter of Invitation						
1	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	5	2	The employer invites proposal to provide the following consulting services: Project Management and Development Consultant for Performance Improvement and Accelerated Implementation of AMRUT document and qualification requirement is at Instructions to Consultants. 2.0 in Kerala. More details on the services are provided in the Terms of Reference in this RFP	Request clarification on whether this RFP is invited to a select few participants or is it an open RFP. This section is unclear in this matter. In case LOIs have been distributed, we request, such an LOI to be sent to our firm as well, as we are interested in this opportunity. Also, we request you to share the list of firms that have been invited for this RFP.	This is an open RFP. Any consulting firms who has all the eligible qualifications can participate .
2	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	6	(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.			
3	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	7	2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.			
Section 2. Instructions to Consultants						
4	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	8	3.1&3.2	If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.	Kindly confirm that if a firm is submitting a Proposal as allowed as per Clause 3.1 & 3.2 on Page 3, then the combined experience and credentials of the association will be considered for evaluation of this criteria.	For the purpose of evaluation, the combined experience and credentials of the association of consultants will be considered, subject to the maximum marks prescribed for each criteria. However, for eligibility/evaluation with regards to annual turnover and net worth, only the credentials of lead partner will be taken into consideration.

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5	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	9	5.2	Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.	Consulting firms practice independence of each team from another. In reference to the clause, we request you to limit the restrictions to the engagement team only and revise the same suitably to allow Firm or its affiliates to get a fair chance to be hired for any assignments of like nature.	No change required
6	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	18	Clause 17. Sub clause 17.2	The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section- 6, within 15 days of issuance of the letter of intent.	We request the employer to increase the time period of 15 days for signing the contract after issuance of letter of intent to 30 days.	No change required
7	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	18	clause 18	Confidentiality 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and anticorruption policy.	We request the Authority to kindly append the clause with below sub-clause: Except with the prior written consent of the Client or as required under law or under the Consultant's professional obligations, the Consultant and the Experts 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 the Experts make public the recommendations formulated in the course of, or as a result of, the Services.	No change required
Section 2. Instructions to Consultants- Clause 12. Earnest Money Deposit (EMD)						
8	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	13	12.1 (i)	An EMD of Rs. 5,00,000/- (Indian Rupees Five Lakh only), in the form of DD drawn in favour of the Mission Director and payable at Thiruvananthapuram must be submitted along with the Proposal.	We request the Authority to accept/ allow the EMD in the form of Bank Guarantee also.	No changes required.

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9	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	13	12.1 (i)	An EMD of Rs. 5,00,000/- (Indian Rupees Five Lakh only), in the form of DD drawn in favour of the Mission Director and payable at Thiruvananthapuram must be submitted along with the Proposal.	Kindly allow an exemption/relax the criteria for payment of Bid Security for those bidders who are registered under MSME Act and have valid MSME Registration Certificate.	The Onus of proving eligibility for relaxation shall solely vest with the bidder. The bidder may, in such cases, provide MSME Registration certificate/details and copy of valid G.O./Ministry guidelines along with the technical proposal.. Prevailing Kerala Government Orders will apply.
10	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	13	12.1	Earnest Money Deposit: An EMD of Rs. 5,00,000/- (Indian Rupees Five Lakh only), in the form of DD drawn in favour of the Mission Director and payable at Thiruvananthapuram must be submitted along with the Proposal.	We request you to kindly accept Bank Guarantee of Rs. 5 Lakh towards EMD. Requesting you to provide Bank Guarantee format for EMD and also provide following following bank details in order to process Bank Guarantee for EMD which are mandatory by issuing bank as per RBI Guidelines. 1. Beneficiary Name 2. Bank Name 3. Bank Address 4. Branch Name 5. Account No. 6. Account Name 7. IFSC Code	No changes required.
Section 2. Instructions to Consultants- Submission, Receipt, and Opening of Proposal						
11	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	14	14.3	Submission, Receipt, and Opening of Proposal	We understand that Technical Proposal & Financial Proposal to be submitted Online Mode and also hard copies of One Original Copy of Technical Proposal & Financial Proposal to be submitted, Please confirm	Bidders are required to submit the Technical Proposal and the Financial Proposal (password protected) through the Online Procurement Portal of Centre for Management Development. One Original copy of the Technical Proposal and Financial Proposal should be submitted in separate sealed envelopes. And the sealed envelope containing Technical proposal (Sealed), Financial proposal (Sealed), EMD and Bid Processing Fees shall be submitted at the office of SMMU AMRUT , Thycaud, Thiruvananthapuram-695014.

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12	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	14	14.3	The Original Technical Proposal document shall be submitted in pdf format only, through the Online Procurement Portal of the Centre for Management Development (CMD), Thiruvananthapuram. The Financial Proposal document shall be submitted in .pdf format only with PASSWORD PROTECTION (mandatory), through the Online Procurement Portal of the CMD.	Please suggest to whom and when the password of the Financial Proposal need to be shared.	The password of the financial bid document shall be shared by the bidder only during the financial bid opening session. Sharing of password prior to that or submitting financial proposal without password protection will lead to summary rejection of the bid.
13	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India			General	We understand that Maximum 3 firms can form joint venture.	Maximum 4 firms can form JV. However, bidders are required to keep in mind that if any of the member of such association of consultants withdraws at the RFP stage, then such association of consultants is liable to be rejected as per Clause 3.1 of Section 2-Part I of the RFP document.
14	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	8	Clause 3	General	Kindly confirm maximum of how many firm can come together to form the association.	Maximum 4 firms can form JV. However, bidders are required to keep in mind that if any of the member of such association of consultants withdraws at the RFP stage , then such association of consultants is liable to be rejected as per Clause 3.1 of Section 2-Part I of the RFP document.
15	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024				It is requested to clarify maximum no. of JV/ Consortium allowed and limit of maximum/ minimum percentage of JV in which partnership can be made.	Maximum 4 firms can form JV. However, bidders are required to keep in mind that if any of the member of such association of consultants withdraws at the RFP stage , then such association of consultants is liable to be rejected as per Clause 3.1 of Section 2-Part I of the RFP document.

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16	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	14	14.1	The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.	We request to add, "The proposal must not contain any external links that adds to the content of the proposal. Evaluation shall be carried out of only the document labelled as Technical and Financial proposal submitted on Online Procurement Portal only." This is necessary as content in external links can be altered post submission date and time.	Only the information submitted in writing within the technical and financial proposal documents will be considered
17	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	15	14.4	The hard copies of the proposals and Demand Drafts for EMD and Bid Processing Fees must be sent to the address indicated in the data sheet and received by the Employer within four (04) working days after the closing date of online proposal submission portal. For avoidance of doubt, 05.00 pm of the fourth working day after the closing date of the online proposal submission portal shall be the deadline for submitting the hard copies. Failure to submit the hard copies of the Proposals and Demand Drafts within the aforementioned deadline shall be a case for declaring the proposal non- responsive.	Keeping the Environment in mind we request to remove the need for a Hard copy of the proposal. If in case Hard copies of the proposal is still needed: The RfP requires submission of Soft Copy as well as Hard Copy of the proposal and at separate submission dates. Furthermore, the Soft Copy can be opened before the Hard Copy is received. There can be cases where the soft copy and Hard copy versions may vary, or certain documents are missing in Soft Copies. 1. The RfP to add a clause that if any soft copy and the Hard Copy of the technical proposal is not found completely identical then the proposal will be termed as non-responsive. 2. The RfP to add a clause that the Hard Copy courier should be stamped with date and time of before the soft copy submission date and time.	If the soft copy and hard copy contain different information relevant for assessing minimum eligibility, technical evaluation and financial evaluation, then the bid will be declared non-responsive.
INSTRUCTIONS TO CONSULTANTS- PART-II Data Sheet						
18	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	19	3	A pre-proposal meeting will be held on 30.06.2023 at 10:30 A.M. IST	We request the Authority to allow online Pre-bid meeting through google meet as well.	Online Pre-bid meeting held on 30.6.2023.
19	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	20	10	The estimated number of key Professional staffmonths required for the Assignment/job is: 171	We request the Authority to provide breakup of staff-months against each position.	Indicative break-up already provided in the ToR.
20	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	20	10.9.3 (b)	The estimated number of key Professional staff-months required for the Assignment/job is: 171	Staff-months for key professionals is defined as 171 months. We request employer to provide clarity on the non-key staff deployment along with staff months. If these are not provided, it may lead to different assumptions by different bidders, which will have an adverse impact on the financial proposals of bidders.	The Consultant shall deploy the non -key staff as per the requirement
21	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	19	4	Closing Date of Online Proposal submission is 12.07.2023	We request the Authority to extend the submission date of the proposal for at least 3 weeks after issuing the Clarification of pre-bid meeting/ queries. Also extend the Hard Copy submission date accordingly.	Date will be extended for 15 days post publishing resposne to pre-bid queries.

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22	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	19	4	Last Date of Submission: - 12/07/2023	Kindly extend the date of submission by 15 Days (upto 26/04/2023) for preparation of Bid and for Hard copy Submission. And as per Manual for Procurement of Work 2019 Ministry of finance Department of Expenditure – After the issue of Clarifications / modifications consequent to the pre-bid meeting, at least two clear weeks should be given for submission of bids.	Date will be extended for 15 days post publishing response to pre-bid queries.
23	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	12		Closing date for submission of technical I Bid - 12th July 2023	To bring together a well-qualified team of consultants with requisite functional and sectoral expertise and submit a high-quality proposal, we request you to extend the bid submission to atleast 3 weeks post the release of pre bid queries response.	Date will be extended for 15 days post publishing response to pre-bid queries.
24	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	19	4	Section 2. Instructions to Consultants Closing Date of Online Proposal submission: 12.07.2023	We request you to grant the extension of at least three weeks from date of uploading of Prebid clarifications	Date will be extended for 15 days post publishing response to pre-bid queries.
25	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	19	4	Section 2. Instructions to Consultants Closing Date of Online Proposal submission: 12.07.2023	Kindly provide for 3 weeks for submission of Proposal after issue of Minutes of Prebid meeting.	Date will be extended for 15 days post publishing response to pre-bid queries.
26	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	19	4	Last date of Bid Submission - 12.07.2023, 05:00 P.M. IST	The RFP submission requires considerable time for bidding with the right consortium partner, documentation and approvals needing time to procure internally. We request the Authority to provide at least 3 weeks duration after release of clarifications/corrigenda. This would be required for us to cover all required documentation, approvals and also submit a comprehensive proposal.	Date will be extended for 15 days post publishing response to pre-bid queries.
27	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	19	Clause No. 4	Closing Date of Online Proposal submission: 12.07.2023 @ 05:00 PM IST	We request the authority to provide 3 weeks of extension post release of response to pre-bid queries/ corrigendum	Date will be extended for 15 days post publishing response to pre-bid queries.
28	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	19	Clause No. 4	Deadline for submission of hard copies of proposal and Demand Drafts: 18.07.2023	We request the authority to provide 3 weeks of extension post release of response to pre-bid queries/ corrigendum	Date will be extended for 15 days post publishing response to pre-bid queries.

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29	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	22	15.7	Method of Selection: Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30	Requesting you to kindly consider quality selection approach by modifying selection 80:20.	No changes required.
30	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	22	15.7	Method of Selection Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30	AMRUT 2.0 is an ambitious program, and it is important that the PDMC consultant must showcase high quality experience, credentials, approach, and methodology. Quality of technical proposal is important, so it is suggested that the QCBS ratio for evaluation may be revised to 80:20 to provide more weightage to technical capabilities of the bidders.	No changes required.
31	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	22	15.7	Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30	Since the performance of the program will depend on the quality of delivery, it is crucial to consider the having more weightage for technical. In this regard we request you to consider QCBS with 80:20: Technical: Financial for the tender. It is an acceptable practice in Government procurement. Within Kerala, KWSMP also has followed the same.	No changes required.
32	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			A price adjustment provision applies to remuneration rates: Yes, 5% inflation shall be paid on year-on-year basis on the annual rate quoted by the Consultant for each expert.	Considering the high Inflation rate in India, we would request you to please consider revising at the per-month rate 8% increment annually for the duration beyond 12 months.	No changes required.
Eligibility Criteria						
33	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	22	2	Point no. 2 of eligibility criteria The firm/ consultant/ organization should have Annual Average Turnover of last three years not less than 25 Crores in Project Management or related consultancy work ending on FY 2021-22.	The turnover requirement of 25 crore is very less as compared to the project requirement of 5 crores. For participation from reputed, experienced, and established firms, the turnover criteria should be amended to atleast 100 cr and above, turnover in last three years from government consulting	No changes required.
34	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	22	2	2. Average Annual Turnover during the last three (03) years shall not be less than Rs. 25.00 Crore.	Please clarify, that the turnover requirement needs to be met by the bidding entity and not affiliates or member firms.	The turnover 25 Cr requirement needs to be met by the bidding entity(Lead partner)
35	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	22	5	Should have experience of at least three Completed/ On going (at least 80% completed) Urban Water/wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 5 crores for each of the projects as PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants	We kindly request to modify the clause as. 1. Should have experience of at least One three Completed/ On going (at least 80% completed/ two years by NIT issuing date) Urban /Rural Water/wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 5 crores / Project Cost more than 250 cr for each of the projects as PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants.	No changes required.

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36	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	22	5	Should have experience of at least three Completed/ On going (at least 80% completed) Urban Water/wastewater sector projects in last 7 years, having consultancy fee of more than	Kindly requesting you to Considering Project completed in last 10 years	No changes required.
37	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	22	5	Point no. 5. of eligibility criteria Should have experience of at least three Completed/ On- going (at least 80%completed) Urban Water /wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 5 crores for each of the projects as PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants	The experience of completed /ongoing assignments without any percentage completion should be considered as in most of the states AMRUT consultancy works have been awarded in later stages. Hence, 80% competition of ongoing project requirement is very ambitious and difficult to quantify through completion certificates. Also, consultancy fees should have a minimum capping of 2 crores rather than 5 crores as most of the states had low consultancy fees due to minimal scope of work and others already had good progress in water supply and sanitation sector in the past	No changes required.
38	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	22-23	Point 5	Should have experience of at least three Completed/ Ongoing (at least 80% completed) Urban Water/wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 5 crores for each of the projects as each of the projects as PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants	As per the Terms of Reference (ToR), planning and design of water supply systems and sewer networks is covered under Activity 1, Activity 2 and Activity 3, respectively. It may be noted that integrated urban infrastructure projects under Smart Cities Mission (SCM) include planning, implementation and monitoring of water supply and wastewater treatment projects. Further, PMU/PMC/PDMC delivering integrated urban infrastructure projects have components of technical services for water supply and wastewater treatment projects as a portion of the total value of the project. Therefore, we would request the authority to kindly consider the proposed criteria: 'Should have experience of at least three Completed/ Ongoing (at least 80% completed) urban infrastructure/water/wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 2 crores for each of the projects as each of the projects as PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants.'	No changes required.
39	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	23	7	Bidder should not be debarred/ blacklisted by any Central/ State Government in India. The Consulting Firms (Lead Consultant and Partnering Institutions) shall submit an undertaking stating that the firm is not Blacklisted by State or Central Government or any Public Sector undertaking.	The clause "Bidder should not be debarred/ blacklisted by any Central/ State Government in India" may please be modified to "Bidder should not be debarred/ blacklisted by any Central/ State Government in India on the last date of bid submission date".	may be read as "Bidder should not be debarred/ blacklisted by any Central/ State Government in India on the last date of bid submission date".
40	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	23	6	The Bidder should have 100 qualified technical personnel on its payroll as on 31st March 2023	We request employer to provide clarity on the definition of "Qualified technical personnel" and acceptance criteria for the evaluation of the same.	Personnel who are on the pay roll of the entity and not outsourced personnel.

EVALUATION CRITERIA

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41	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	23	B	Annual Average Turnover from Project Management or related consultancy services of last three years ending on FY 2021-2022 Sub criteria 1) INR 25 – 50 crore – 3 marks 2) INR 50 – 75 crore – 7 marks 3) More than INR 75 crore – 10 marks	Kindly modified the clause as below: Annual Average Turnover from Project Management or related consultancy services of last three years ending on FY 2021-2022 Sub criteria 1) INR 3 – 5 crore – 3 marks 2) INR 5 – 10 crore – 7 marks 3) More than INR 10 crore – 10 marks	No changes required.
42	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	23	B	B) Average Annual Turn Over - 10 Marks Above requirement shall be demonstrated by submitting audited financial statements for the last three (3) years.	Please clarify, that the turnover requirement needs to be met by the bidding entity and not affiliates or member firms.	The turnover requirement needs to be met by the bidding entity(lead partner)
43	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	23	B	Annual Average Turnover from Project Management or related consultancy services of last three years ending on FY 2021-2022 Sub criteria 1) INR 25 – 50 crore – 3 marks 2) INR 50 – 75 crore – 7 marks 3) More than INR 75 crore – 10 marks	We request you to kindly consider the following for evaluation of Turnover considering the size of the assignment & financial bid received in the last round of bidding. 1) INR 25 – 40 crore – 3 marks 2) INR 41 – 60 crore – 7 marks 3) More than INR 60 crore – 10 marks We also request you to consider the total turnover of joint venture partners together for evaluation of turnover	No changes required.
44	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	23 & 24	C, D & E	Section C, D and E	It is understood that to score 25 marks in these categories, Firm has to show total 30 similar projects without repetition. No. of projects asked to meet eligibility criteria seems to be unreasonable and restrictive. As per AMRUT 2.0 RFP of other states, generally 2 similar projects are sought to meet eligibility criteria. Also, as per the Central Vigilance Commission (CVC) guidelines maximum of three (3) similar projects are considered for experience. It is requested to increase the weightage of each project in this category please.	Refer Addendum.

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45	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India		C& D	Will be considered subject to approval from Govt	<p>There is a requirement of 10 projects for securing full marks in each eligibility criterion. Thus for the consultant to secure full marks, they should have undertaken 30 different projects. RFP mentions that projects for Criteria C and D cannot be repeated. This makes it very restrictive in nature as few consultant may be able to comply.</p> <p>We request you to include projects/studies that have been implemented for state-level clients or cover a state-level scale, for example – Jal Jeevan Mission or Rural Water Supply projects implemented for state-level scales. This will allow relevant experience of consultants to be captured.</p> <p>Also, some of the projects can have all three components sought in Criteria C, D and E; i.e. water, wastewater and urban experience respectively in one project. Most AMRUT tenders released by other states have a requirement of around 2 projects per criterion.</p> <p>Thus, we request you to make the following changes to the marking scheme for Minimum requirements (C), (D)- “5 marks per project subject to maximum 10 marks”</p> <p>Following change to scoring scheme for Minimum</p>	Refer Addendum.
46	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	23	C	<p>Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA.</p> <p>(1 mark per project subject to maximum 10 marks).</p>	<p>We kindly request to modify the clause as :</p> <p>Experience as a Design and/or Supervision and Procurement consultant in urban / rural (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. / Project Cost more than 250 cr They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA- (2.5-mark 4-mark per project subject to maximum 10 marks)</p> <p>Documents to be submitted. Copy of completion Certificate for completed works & 80% completion certificates for on-going works / minimum two years completed by NIT issuing date.</p>	Refer Addendum.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
47	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	23	C	<p>Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA (1 mark per project subject to maximum 10 marks</p>	<p>As per the scope of work, planning and design of 24/7 water supply schemes is the focus area of Activity 1. It may be noted that integrated urban infrastructure projects under Smart Cities Mission (SCM) include 24/7 water supply schemes. In PMU/PMC/PDMC delivering integrated urban infrastructure projects, there are sub-components of technical services for 24/7 water supply schemes as a portion of the total value of the project. There are integrated urban infrastructure projects of value less than 5 crore. Further, 10 or more assignments have to be shared against this criterion to obtain a maximum of 10 marks. However, as per GTBL's experience in responding to AMRUT and AMRUT 2.0 tenders of other States, only listing a maximum of five projects in criterion of similar nature has been sufficient for obtaining full marks. Therefore, we would request the authority to kindly consider the proposed criteria: Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 2.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA (2 marks per project subject to maximum 10 marks</p>	<p>Refer Addendum.</p>
48	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	23	C	<p>Point no. C. Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA (1 mark per project subject to maximum 10 marks)</p>	<p>AMRUT 2.0 is mainly focussed on reforms and its implementation. Thus, more focus is required on planning, strategizing, and managing the mission wrt to policy guidelines, structuring of projects in PPP mode, preparing bid documents etc. We, as part of PDMC/PMU can handhold department in program management so that these reforms can be successfully implemented and incentivized. Thus, our scope should be limited to review of design, supervision and procurement activities and eligibility should be amended accordingly. and supervision.</p> <p>The experience of completed /ongoing assignments without any percentage completion should be considered as in most of the states AMRUT consultancy works have been awarded in later stages. Hence, 80% completion of ongoing project requirement is very ambitious and difficult to quantify through completion certificates.</p> <p>Also, consultancy fees should have a minimum capping of 2 crores rather than 5 crores as most of the states have low consultancy fees due to minimal scope of work and others already showed good progress in water supply and sanitation sector in the past.</p>	<p>Refer Addendum.</p>

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49	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	23	C	Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA (1 mark per project subject to maximum 10 marks)	171-person month effort is estimated for this project. Considering the size of the project in terms of human effort, generally it requires comparable consultancy work to the tune of INR 1 crore. Hence, we would like to request employer to change clause to following. "Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 1.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works"	Refer Addendum.
50	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	23	D	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	We kindly request to modify the clause as : Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh / Project cost of more than 100 Cr. They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 10 MLD Capacity. (2.5 Mark / 1 mark per project subject to maximum 10 marks)	Refer Addendum.
51	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	23	D	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh. They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh. They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (2 mark per project subject to maximum 10 marks)	Refer Addendum.
52	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	23	D	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakhs. They should have designed/supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	PDMC/ PMU/ TSU has extensive experience in program management than in design supervision. Since we are not a technical engineering firm, thus we can handhold the department in review of design / supervision/ technical evaluations. The experience of completed /ongoing assignments without any percentage completion should be considered as in most of the states AMRUT consultancy works have been awarded in later stages. Hence, 80% completion of ongoing project requirement is very ambitious and difficult to quantify through completion certificates. Lastly, 1 mark per project is too less, there should be at least 2 marks per project to a maximum of 5 projects (Project can be repeated in other eligibility criteria as well)	Refer Addendum.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
53	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	23	D	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakhs. They should have designed/supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	Kindly clarify that 50 KLD Plant can be septage, sewage treatment plant. Kindly confirm. There are not many septage projects in the country and hence this clarification request.	Refer Addendum.
54	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	23-24	D	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh. They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	In line with this criteria, 10 or more assignments have to be shared against this criterion to obtain a maximum of 10 marks. However, as per GTBL's experience in responding to AMRUT and AMRUT 2.0 tenders of other States, only listing five projects in criterion of similar nature has been sufficient for obtaining full marks. Thus, the authority is requested to consider reducing the number of projects for obtaining a maximum of 10 marks. The following marking scheme may be considered. (2 mark per project subject to maximum 10 marks)	Refer Addendum.
55	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	23	D	Experience as Design and/or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakhs. They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)	SBM-Urban guideline doesn't support standalone Septage Treatment Plants. Due to this guideline, not many projects of such scale can be shown in Urban sector. Even under AMRUT not many projects have come up for such plants. And usually a single consulting study/project includes multiple such plants. Request you to modify this clause to: "Experience as Design and /or Supervision consultant in Urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakhs. They should have designed/supervised/ implemented Septage Treatment Plant. (1 mark per experience of each Septage Treatment Plant of any capacity)"	Refer Addendum.
56	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	24	E	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, , Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/ Sewerage network (0.5 marks per project subject to maximum 5 marks)	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, , Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/ Sewerage network (2 marks per project subject to maximum 5 marks)	Refer Addendum.
57	PriMove Infrastructure Development Consultants Pvt. Ltd., Pune	24	E	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, , Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/ Sewerage network (0.5 marks per project subject to maximum 5 marks)	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, , Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/ Sewerage network / Storm Water (1 marks per project subject to maximum 5 marks)	Refer Addendum.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
58	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	24	E	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/Sewerage network. (0.5 marks per project subject to maximum 5 marks)	We understand the the studies include services provided under programmes/ mission/ project in urban sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/Sewerage network. Lasty, 0.5 marks per project is too less, there should be at least 1 mark per project to a maximum of 5 projects. (Project can be repeated in other eligibility criteria as well)	Refer Addendum.
59	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	25	G	Proposed Methodolog & Work Plan	10 and 15 marks have been allocated respectively for write up and presentation respectively to the approach & methodology section for technical evaluation. It is requested to futher allocated weightage to the activities (Activity wise weightage allocation) to structure the A&M more accurately	No changes required.
60	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	25	H	Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experience in the wastewater sector.	We request the Authority to Change this Clause as: Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions/ Pvt. Ltd./ Ltd. Company with relevant experience in the wastewater sector	No changes required.
61	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	25	H	Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experience in the wastewater sector (10 marks)	GBTL would like to request clarification on the role of the NGO during the implementation of the project. Based on the firm's past experience, NGOs are typically onboarded at the State level through separate RFPs for implementation support to projects	No changes required.
62	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	25	H	Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experience in the wastewater sector (10 marks)	It is requested to kindly clarify in case of sole firm is having experience of NGO then they will be eligibile for marking or not.	For Technical evaluation eligibility under clause H, bidder is required to partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experiece in the wastewater sector
63	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	23	C,D,E	Documents to be submitted: Copy of completion Certificate for completed works & 80% completion certificates for on-going works.	As it may be difficult to define 80% completion and hence to get a certificate stating 80% completion, we request you to kindly consider ongoing projects than have completed more than 80% of their original contract period. Kindly consider.	No changes required.
64	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	23	C,D,E	Documents to be submitted: Copy of completion Certificate for completed works & 80% completion certificates for on-going works.	We request employer to remove the requirement to submit completion certificate. Several governments do not provide this certificate. Other proof such as work order or any proof from the company certifying that such projects/studies have been undertaken should be accepted.	No changes required.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
65	Meinhardt Singapore Pte. Ltd. 168 Jalan Bukit Merah #09-01 Connection One Singapore 150168	26	Note	Projects funded by International Funding Agencies/Govt. Institutions shall be considered for evaluation provided the end beneficiary of the consultancy services is Government/Public sector client within India.	We request the Authority to consider the International experience also.	No change required as the present clause does not restrict the bidder from providing international experience
66	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	26	Note	Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet all eligibility requirements and technical criteria/ sub-criteria in case of JV/consortium.	We request to kindly modify the clause as : Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet combinedly all eligibility requirements and technical criteria/ sub-criteria in case of JV/consortium.	The lead partner must satisfy the evaluation criteria mentioned from A-G and the partnering institution is required to meet the eligibility criterion H.
67	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	25-26	Note	Partnering Institution's eligibility (Mandatory Criteria: Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experience in the wastewater sector -10 Marks	It is requested to consider firm's having in-house capability and experience in IEC. Request to keep Partnering Institution's eligibility is requested to be an optional criterion and should not carry any additional marking. Marks to be adjusted in other eligibility criterion.	No changes required.
68	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	26	Note	Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet all eligibility requirements and technical criteria/ sub criteria in case of JV/consortium.	In eligibility criteria "Lead partner and NGOs/ Registered societies/ is required to meet all eligibility criteria". It is requested to clarify whether firm or consortium and NGO has to meet these eligibility criteria together or in individual capacity.	The lead partner must satisfy the evaluation criteria mentioned from A-G and the partnering institution is required to meet the eligibility criterion H.
69	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	26	Note (2nd Bullet Point)	Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet all eligibility requirements and technical criteria/ sub criteria in case of JV/consortium	In view of the scope and eligibility requirements, we understand that at least 3 firms (including NGO) shall fulfil together all the requirements. Kindly confirm. In line with our understanding, we would also request the authority to kindly consider the following edit in the clause: 'Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is collectively required to meet all eligibility requirements and technical criteria/ sub criteria in case of JV/consortium'.	For the purpose of evaluation, the combined experience and credentials of the association of consultants will be considered, subject to the maximum marks prescribed for each criteria. However, for eligibility/evaluation with regards to annual turnover and net worth, only the credentials of lead partner will be taken into consideration.
70	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	26	Note - Bullet Point No.4	Consultant cannot repeat experiences under C and D of the technical evaluation parameters.	Many projects have components of water and sewage for the same town. Hence, we request that such projects be allowed to be repeated and the water experience for such projects be considered for criteria 'C' and the sewage experience for criteria 'D'. For example AMRUT Kerala PDMC has components for both Water & Sewerage. Hence, a person having experience of AMRUT PDMC Kerala should be able to use this for both Criteria 'C' & 'D' as these are mutually exclusive and both are part of the same project. Kindly consider.	Such experiences may be considered. However, the experience certificates must clearly specify the total cost of water supply and sewage parts of the project assigned.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
71	Grant Thornton Bharat LLP (formerly Grant Thornton India LLP) 6th Floor, Modayil Centre point, Warriam Road Junction, MG Road, Kochi - 682 016 Kerala, India	26	Note (4th Bullet Point	Consultant cannot repeat experiences under C and D of the technical evaluation parameters	There may be multiple projects, with work orders in which scope of work includes both water supply and sewerage projects, especially under AMRUT and AMRUT 2.0. Thus, inclusion of the following criteria restricts the bidder from showcasing their dual experience of implementing/supervising both water supply and wastewater projects as a part of the same umbrella of scope of work and work order. Therefore, we would request the authority to remove the following clause	Such experiences may be considered. However, the experience certificates must clearly specify the total cost of water supply and sewage parts of the project assigned.
72	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	26 & 31	Bullet Point No.7 footnote	For average annual turnover criteria, audited financial statements of the bidding entity (and not of affiliates) would be considered for evaluation.	Kindly delete this Clause in view of the provision of Clause 3 on Page 8. Kindly reconcile.	For the purpose of evaluation, the combined experience and credentials of the association of consultants will be considered, subject to the maximum marks prescribed for each criteria. However, for eligibility/evaluation with regards to annual turnover and net worth, only the credentials of lead partner will be taken into consideration.
Section 5- TERMS OF REFERENCE						
73	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India			General	As per the ToR consultant scope is for only design and tender stage & IEC activities. Kindly clarify	Terms of Reference is self explanatory.
74	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024			General	Weightage of each activities are missing in overall consultancy cost. It is requested to provide weightage of each activities that will be helpful during extension of project period or in case of Force majeure.	The bidders are required to assess the scope of work for arriving at the cost estimate.
SCOPE OF WORK- ACTIVITY-1						

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
75	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	46	Activity 1	Carry out all the required engineering surveys and investigations, Digital mapping, assessment, and technology/identification for the 28 selected District Metered Areas (DMAs) in the 10 Urban Local Bodies	It is understood consultant has to prepare DPR for 28 DMAs Water Supply in 10 ULBs. It is not required for entire ULBs. Please clarify Please share the following details to prepare the competitive bid: 1. Base map of 28 DMAs under 10 ULBs. 2. Population and road length of each DMA under 10 ULBs	24x7 water supply/drink from tap facility is to be provided for 28 wards mentioned in the tabular form and not for the entire city. Consultant has to arrive at the boundary of DMA based on field study and hydraulic modelling in these wards.
76	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	53	Activity 1, H. Implementation support	H. Implementation support The Team Leader/ Water Supply Engineer needs to supervise the work monthly and assist the Kerala Water Authority as and when required.	It is understood, during implementation support, Team Leader/ Water Supply Engineer will make visits to the work on bi monthly basis and submit the progress report to KWA. Daily supervision activities, payment certification of contractor bills, quality checking/ control, Contract Management and measurement records, etc., are not under consultant scope.	Daily supervision not needed . Payment cetification, montly visit and quality checking, during implementation of 24x7 water supply needed. Measurement of records not needed.
77	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	46	Activity 1	Written has 28 DMA is selected in the 10 ULB in the activity -1	Presume 28 DMA locations with DMA boundary shall be shared by KWD along with Source of supply and existing infrastructures available to be used.	DMA's are not defined. Wards identified for providing 24x7 water supply/drink from tap facility is what that is mentioned in the tabular form.DMA's are to be arrived at based on field study and hydraulic modelling in these wards.

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78	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	46	Activity 1	Existing Non-Revenue water in 10 AMRUT cities	Presume 10 existing system details along with existing conditional, rising main, valve details, reservoir capacities and type of pipe material used shall be shared by KWA/ULB. Topographical survey with existing infrastructure details shall be shared by KWD	Details available with KWA is published in KWA website. (www.kwa.kerala.gov.in - Projects & Operations - GIS - Geo Waternet - Geo Waternet- layers) This may be used for reference. Authenticity of the same is to be ascertained by the consultant.
79	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	50	Activity 4.1 B	Activity 4.1 B Collection of Primary Data through Primary/direct Engineering Survey and Investigations (Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by the consultant.) Activity 4.1 C Preparation of Digital Base Maps of Cities (Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by the consultant.)	Consultancy firms as PDMC/PMU/TSU can review data/maps provided by department. However, the consultant doesn't have the capacity to certify. We understand that since KPMG also has audit service line and hence cannot certify/vet the reports due to conflict of interest. Hence request you to amend the clause as the consultant is expected to verify and review the data.	No changes required.
80	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	51	Activity 4.1 E	Activity 4.1 E Planning and Hydraulic Design of 24x7 Water Supply System	PDMC/ PMU/ TSU has extensive experience in program management than in hydraulic design Since we are not a technical engineering firm, thus we can handhold the department in review of design / supervision/ technical evaluations.	No changes required.
81	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	49	4.1	Activity 1	Kindly clarify that all the (A to H) mentioned under this activity are to be done only for the 28 DMAs and not for the entire city. That being the case, kindly provide details of the DMAs town-wise like number of connections, population, length of pipe network / DMA so that we can cost for the same.	24x7 water supply/drink from tap facility is to be provided for 28 wards mentioned in the tabular form and not for the entire city. Consultant has to arrive at the boundary of DMA based on field study and hydraulic modelling in these wards.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
82	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	53-54		Activity 1	This activity requires field tests to be done. Kindly clarify the extent of field tests. This specifies that 5% of proposed DMA of supply zone. Therefore, kindly confirm that field study have to cover 5% of total households in city as given on Page 48. Kindly, clarify as this will help us to cost for this activity and get all bidders on par.	Atleast 5% of DMA/ Supply zone and as decided by the KWA.
83	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024			Activity 2	It is requested to please clarify whether the Thiruvananthapuram Corporation is covered under one DMA or out of several DMAs in Thiruvananthapuram corortaion only one is selected for 24x7 WS.	Out of 100 wards in Tvm corporation 1 ward is selected for providing 24x7 water supply/drink from tap facility . DMA for this ward is to be identified based on field study and hydraulic modelling
84	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024				It is requested to provide name and maps for 28 DMAs to work out a competitive bid.	DMA's are not defined. Wards identified for providing 24x7 water supply/drink from tap facility is what that is mentioned in the tabular form.(on page 48 of RFP)DMA's are to be arrived at based on field study and hydraulic modelling in these wards.
85	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	48		The details of Urban Local Bodies for the Implementation of the Drink from Tap facility are given in the following table: No. of DMAs/Wards Proposed for 24x7 water supply	The DMAs/Wards have been already defined for 10 cities in the table. We request employer to provide clarity if the DMAs/wards are fixed or can be modified after survey and detailed design phase for Implementation of the drink from Tap facility.	DMA's are not defined. Wards identified for providing 24x7 water supply/drink from tap facility is what that is mentioned in the tabular form.DMA's are to be arrived at based on field study and hydraulic modelling in these wards.

SCOPE OF WORK- ACTIVITY-3

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
86	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	46	Activity 3	Preparation of digital base maps for the existing, proposed and executed sewer networks in the entire area of Thiruvananthapuram ULB.	<p>We understand that scope of work is only limited to preparation of digital maps based on the data available with ULB. Detailed design of sewer network is not under consultant scope.</p> <p>Please share the following details to prepare the competitive bid:</p> <ol style="list-style-type: none"> 1. Conducting Topo survey of Thiruvananthapuram ULB is not under consultant scope. We presume that topo survey will be provided by ULB. Please clarify. 2. It is understood, the scope is only mapping of sewerage network i.e., Existing, proposed and executed sewer network is under consultant scope. 2. Kindly provide Total Road network and existing sewerage network length of Thiruvananthapuram ULB. 	<p>Details available with KWA is published in KWA website. (www.kwa.kerala.gov.in - Projects & Operations - GIS - Geo Waternet - Geo Waternet- layers) This may be used for reference. Authenticity of the same is to be ascertained by the consultant. Existing Sewer network length for Tvm Corporation is approximately 600km.</p>
87	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	55 – 56	Activity 3	Activity3	<p>Kindly confirm all existing underground utility data will be provided by Client and Consultants don't have to generate the same through primary sources. Kindly confirm.</p>	<p><u>Details available with KWA is published in KWA website. (www.kwa.kerala.gov.in - Projects & Operations - GIS - Geo Waternet - Geo Waternet- layers) This may be used for reference. Authenticity of the same is to be ascertained by the consultant.</u></p>
SCOPE OF WORK- ACTIVITY-5						
88	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	47	Activity 5	PDMC shall conduct IEC activities supporting the AMRUT 1.0 ULBs. Plan and prepare IEC materials in consultation with SMMU/ULB/ Government Depts	<p>As per TOR, only one IEC resource is proposed, it is understood, scope is limited to only the preparation of IEC Material and support to ULB. Please clarify</p>	<p>PDMC shall conduct IEC activities and community mobilization in 9 AMRUT 1 cities. PDMC shall also prepare IEC materials in consultation with SMMU & ULB.</p>
SCOPE OF WORK- ACTIVITY-6						
89	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	47	Activity 6	PDMC shall provide technical advice including preparation of DPR for nine ULBs, as and when required, in developing the Micro water supply projects & Rejuvenation of water bodies	<p>Please share the following details to prepare the competitive bid:</p> <ol style="list-style-type: none"> 1. List of water bodies and its area in each ULB 	<p>Will be provided by the ULBs as per the requirement</p>

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
90	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	47	Activity 6	Activity 6-PDMC shall provide technical advice including preparation of DPR for nine ULBs, as and when required, in developing the Micro water supply projects & Rejuvenation of water bodies, as and when required by the ULB by taking the community perception at large and common consensus among the different stakeholders	PDMC has extensive experience in program management than in design and supervision. Since we are not a technical engineering firm, we understand that scope will involve providing inputs/ technical advice/review of DPRs prepared by the department /external agency.	PDMC is required to provide advice on the subject matter , design , prepare DPR for 9 ULBs in developing Sewerage/ Septage projectsetc. PDMC shall ascertain the availability of the concerned key professional and/or supporting personnel in advance for the same.
SCOPE OF WORK- ACTIVITY-7						
91	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	47	Activity 7	PDMC shall provide technical adviceincluding preparation of DPR for ULBs in developing Sewerage/ Septage projects (9 AMRUT 1.0 Cities)	It is understood consultant has to prepare DPR for 9 ULBs Sewerage/Septage projects under Amrut 1.0 only. 1. Design of Thiruvananthapuram Corporation id not under consultant scope. Please clarify 2. Scope is limited to monitoring of the construction program and update to concern authority. Daily supervision activities, payment certification of contractor bills, quality checking and measurement records in not under consultant scope.	Consultant has to prepare DPR for 9 ULBs in developing Sewerage/ Septage projects including Thiruvananthapuram. The list of AMRUT 1.0 cities in Kerala is given in page 47 of the RFP. Detailed scope is well explained in clause 4.7, Pg no 59.
92	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	60	4.7 Activity 7	<ul style="list-style-type: none"> Establish a Quality assurance system including verification of the source of material and certification. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings 	We understand that the Quality Assurance & Quality Control works are not under the consultant scope. Kindly confirm	As provided under clause 4.7 of Section 5 of the RFP document, the PDMC will be required to set up a Quality Assurance system, carry our necessary verification/quality control activities and will have to certify that the quality of works conforms to the specifications and drawings.
93	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	47	Activity 7	Activity 7-PDMC shall provide technical advice including preparation of DPR for ULBs in developing Sewerage/ Septage projects (9 AMRUT 1.0 Cities) and monitoring the implementation of the Projects as and when required by the ULBs.	PDMC has extensive experience in program management than in design and supervision. Since we are not a technical engineering firm, we understand that scope will involve providing inputs/ technical advice/review of DPRs prepared by the department /external agency.	PDMC is required to provide advice on the subject matter , design , prepare DPR for 9 ULBs in developing Sewerage/ Septage projects etc. PDMC shall ascertain the availability of the concerned key professional and/or supporting personnel in advance for the same.
94	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	47		Table (9 Cities)	Kindly confirm these 9 cities are to be covered under activity 6 & 7.	Activity 7 covers 9 AMRUT cities mentioned in the table and activity 6 covers as per the requirement from the 93 ULBs
SCOPE OF WORK- ACTIVITY-8						

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
95	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	61	Clause No 4.8	Activity 8- Progress Monitoring of 93 Urban Local Bodies	We understand that ULB level data will be provided by the client.	The requisite data should be collected by the Consultant
96	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	78	Clause 6.1.8	Activity 8 Progress monitoring of 93 ULBs	It is requested to clarify whether any manpower is to be deployed during progress monitoring or not. Since no payment schedule or payment is shown in Fin -2.	Yes, Bidder shall access the requirement of sub profesionals and cost for the same shall be included in the quote as per Form FIN 2.
97	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	78	Clause 6.1.9 Point 3	This activity requires progress monitoring of 93 Urban Local Bodies and obtaining the information from the ULB/KWA/CMMUs for these ULBs Bodies weekly.	This activity requires progress monitoring of 93 ULBs weekly. Data validation is a very intensive task. AMRUT is a paperless mission, hence obtaining ULBs to adopt to the National portal and fill data on it can be time consuming. And reporting has to be done to state and MoHUA. A full-time resource is required to carry out Activity no. 8. Alternatively, employer can omit this activity from this RFP altogether if they intend to use existing SMMU and other resources to carry out this activity.	The requisite data should be collected by the Consultant and the cost for the same shall be included in the financial quote as per Form FIN 2.
98	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			Payment terms for activity 8 have not been specified	The payment terms for activity 8 have not been specified. We would like to request the employer to provide this	Activity 8 is required to be carried out along with all other activities and cost for the same shall be included in the quote as per Form FIN 2.
REPORTING STRUCTURE						
99	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	62	5	The local office space for the entire team of experts, the vehicle for transportation, lodging, boarding, other overheads, communication costs, and any other allowances required for this consulting service shall be included in the Financial quote. The quote will be final and no additional payment request will be entertained.	Required clarification whether in each ULB office need to be setup by the consultant.	To be decided by the consultant for timely achieving the project milestones
100	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India		Payment Schedule, Reporting Requirement & Time Schedule of Deliverables	Payments shall be made to the Consultant on monthly basis after actual deployment of the key experts. The consultant shall submit the monthly progress reports (MPR)	Please clarify, whether the MPR will have to carry an attendance sheet as part of the MPR and will he payment be linked to the attendance of the Experts. Furthermore, we understand that each key expert will have to work for 22 days in a month. This is the same principle followed by NICS and World Bank for time-based efforts. Please confirm.	Attendance sheet will be a part of the MPR. Payment will be linked to deliverables, as per the payment schedule. However, payment will be effected only after ensuring that the key personnel have been deployed for the staff months as provided in the Terms of Reference.
PAYMENT SCHEDULE						

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
101	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	78	Clause No : 6.2	Payment Schedule The bills shall be duly signed by the officer of Kerala Water Authority not below the rank of an Executive Engineer for works related to KWA/ Executive Engineer concerned, for works related to ULB, and the respective Municipal Secretary	We presume that the contract signing will be done with KWA and not at individual ULB Level. Kindly confirm	Agreement for PDMC is to be signed with the Mission Director, AMRUT.
102	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	78		Payment Schedule	Kindly refer the Annexure-1	Refer Addendum
103	TATA Consulting Engineers Limited, 15th Floor, Empire Tower, Reliable Tech Park, Airoli (E), Navi Mumbai, Maharashtra - 400708.	79	6.2.1	1.1. % of Consultant Fee : 40% upon final submission of the DPR including tender documents for 14 Wards/ DMA after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technical sanction from the competent authority. % of Cumulative Consultant Fee : 40% 1.2. % of Consultant Fee : 40% upon final submission of the DPR including tender documents for the remaining 14 Wards/ DMAs after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technical sanction from the competent authority % of Cumulative Consultant Fee : 80 % 1.3. % of Consultant Fee : 10% upon completion of necessary Implementation Support to the satisfaction of the Client. % of Cumulative Consultant Fee : 90% 1.4. % of Consultant Fee : 10% upon the final	Request you to kindly consider following payment schedule for positive cash flow and timeline which will be relevant to the project. Completion of Topographical survey- 10% of Consultant Fee, 10% of Consultant Fee Inception Report- 20% of Consultant Fee, 30% of Consultant Fee 1st Interim Report- 20% of Consultant Fee, 50% of Consultant Fee 2nd Interim Report - 20% of Consultant Fee, 70% of Consultant Fee Draft final Report - 20% of Consultant Fee, 90% of Consultant Fee Final Report- 10% of Consultant Fee, 100% of Consultant Fee	Refer Addendum
104	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	79		Payment schedule	We request following payment terms for consideration to improve cash flow:	Refer Addendum

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
105	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	79-82	Clause 6.2.1 to Clause 6.2.7	Payment schedule	Payment is based on activities however activities and subsequent approvals is to be taken from each ULBs. If in any of the activity, one ULB approval is pending then full payment will be held. It is requested to kindly refrain it for each ULBs or maximum time period to be set after submission of deliverables to KWA please.	Refer Addendum
106	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	80	Clause 6.2.3	Activity 3	% of cumulative consultant fee for 3.2 stage may be recheck.	Will be corrected as 80%
107	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	79	6.2.1 Point 1.1 & 1.2	40% upon final submission of the DPR including tender documents for 14 Wards/ DMA after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technical sanction from the competent authority. And 40% upon final submission of the DPR including tender documents for the remaining 14 Wards/ DMAs after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technicalsanction from the competent authority.	This clause prescribes that 40% payment would be done after final submission after getting the deliverables vetted and approved by officials. However, the approval protocol for submitted documents has not been specified - the vetting authority be has not been specified either. We request the employer to provide details regarding the approval protocol and the timeline within which the approval process has to be ensured. We also request the employer to specify who the vetting authority will be and who will be providing funds for getting the vetting done.	Refer Addendum. The vetting process will be conducted by the Respective Officer of Kerala Water Authority who holds a position at least equivalent to an Executive Engineer/ by the City level Committee. There is no need to provide any fund for this purpose.
108	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			Payment mechanism has been prescribed in a way that it will be done after final submission AND approval by the concerned authorities. There is no interim payment mechanism which is crucialfor maintaining cash flow in a business. Approval processes in governments can be long, with dependencies on several external factors.	We strongly urge the employer to provide 20% of payment after company has made the final submission and before the approval processes. This will help in ensuring that cash flow is maintained and there are no disruptions to regular functioning of the business	Refer Addendum

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
109	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			% of Consultant Fee	Most of the activities have a duration range from 5 months to 18 months, whereas payment is done only after submission of first draft of deliverables. Some of these activities may take three to four months before submission of report. It puts a heavy financial burden on consultant to carry out work without payment for such a long period. Hence it is requested a mobilization advance of 10% of total contract value for activities and is required for staff & resource mobilization. It is general practice in India and therefore we request employer to provide clarity on the same.	Refer SCC Clause 20. 5% of the Contract Value (Activity-wise) will be paid in advance after approval of the Inception Report (Activity-wise) by the Client, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant
DELIVERABLES						
110	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	70	6.1.4 table	The consultant shall complete the collection of data and appropriate analysis of the same in detail the depth to water levels of dug and bore wells, the Water utility for multifarious usages, Water quality assessment-Timeline: End of 1.5 months from the start date as per contract	Request to confirm that conducting any surveys is not in the scope of consultant. Current team requirements with one expert for each subject area connected to each of the eight activity is grossly insufficient to conduct any ground survey. And the timeline of 1.5 months is not sufficient enough as most ULBs may not have it handy. Please extend it to 4 months considering total duration for activity 4 itself is 6 months.	No changes required. Refer the detailed Scope of work.
111	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	62	6.1	The total duration for completion of the scope is envisaged as 8 months for DPR preparation and for selection of implementing agency as 3 months with the breakup as follows:	We understand that the scope involves Collection of existing data, survey and other technical aspects hence we kindly request you to extend the duration up to 12 months for activities 1, 2,3,4, 6 &7.	No changes required.
112	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	62		Payment Schedule, Reporting Requirement & Time Schedule of Deliverables	As the project/ assignment is designed to be deliverable/activity based (Payment is linked to the achievement of activities/ deliverables as mentioned). It is requested if the team deployment in Thiruvananthapuram criteria can be relaxed so as to provide the best resources to deliver the assignment.	The RFP does not specify the team deployment in a specific region. The Consultant has the flexibility to determine the optimal team size and composition for each region, based on the project objectives and deliverables. However, the consultant will be liable to make the services of the experts available as and when (whenever) required by SMMU/CMMU
113	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	62		Payment Schedule, Reporting Requirement & Time Schedule of Deliverables	13) Considering the quantum of works the time frame for the various activities may be kindly revised as below: a) Activity 1 – from 8 months to 14 months b) Activity 2 – from 5 months to 14 months c) Activity 3 – from 4 months to 8 months d) Activity 4 – from 6 months to 8 months e) Activity 6 – from 5 months to 8 months f) Activity 7 – from 5 months to 12 months Kindly consider.	No changes required.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
114	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024				It is requested to kindly clarify no. of offices required to be functional during project period.	To be decided by the bidder. The Consultant has the flexibility to determine the number of offices, based on the project objectives and deliverables.
Firm's experience and list of key positions for the assignment & OWNERSHIP						
115	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	83	Clause 7(a)	The Firm must demonstrate strong prior experience of working on similar assignments in the water supply/ sewerage sector with International Development Agencies (multilateral and/or bilateral) in the India/South Asia Region at large. It is important for the consultants to demonstrate institutional experience in the execution of assignments focusing on project management of complex infrastructure.	This allows experience in South Asia Region. However, Clause 4 on Page 22 requires experience only in (State / Central / Municipal) Governments. Kindly reconcile.	Experience in South Asia Region will also be considered
116	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	84	clause 8,	8 Ownership: Documents prepared by the Consultant to be the property of the Client. All deliverables in the form of data, software, designs, utilities, tools, models, systems, and other methodologies and know-how ("Materials") submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.	We request the Authority to kindly append the clause with below sub-clause: Reports: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than the Authority's Information, are for the Authority's internal use only (consistent with the purpose of the particular Services) including the Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Materials: The Authority may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, the Authority may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement. We request the Authority to kindly delete the clause with	No changes required.
KEY PROFESSIONALS -ESTIMATED EFFORTS & Team Structure						

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
117	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India	84	9	Estimated Effort Team Structure for PDMC	As the scope is detail engineering and spreading across about 15 ULBs the manpower given is not sufficient. We recommend following additional manpower based on the ToR. Support Staff 1. Water Supply Engineer– 2 No's 2. Sewerage Engineer - 2 No's 3. NRW Specialist – 1 No 4. MIS Expert – 1 No 5. GIS Expert – 2 No's 6. Civil Engineer – 10 No's 7. AutoCAD Draftsmen – 4 nos	No changes required. The Consultant shall deploy the non -key staff as per the requirement to timely achieve the project milestones.
118	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	85	1	Position-Team leader, Minimum qualification- Essential Qualifications : M Tech. / ME/ MS in Civil or Environmental Engineering or Equivalent from a university/institute	Qualification of this category is restricted to only Civil and environment engineering. We request employer to re-consider the Min. Qualification of Team leader as graduate with specialisation in Mechanical /Environmental/ chemical. This is particularly required for senior roles like Team Leader wherein relevant experience of candidate shall be more important than meeting specific qualification requirement.	No change required
119	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	85	1	Position-Team leader, Experience- With a minimum of 15 years of working experience, experience in Urban WSS and design and evaluation of projects in urban WSS sector/ Sewerage sector, and excellent understanding of technical, economic, financial and institutional issues related to WSS operation in developing countries. This expert will lead the consultant team and guide/ supervise all the assessments.	We request employer to re- consider the relevant Min. Experience of Team leader as 10 to 12 years. Please confirm.	No change required
120	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	85	1	Key professional staff: Qualification & competency for the assignment / job. Team Leader Essential Qualifications: M Tech. / ME/ MS in Civil or Environmental Engineering or Equivalent from a Recognized university/institute	We request you to allow B. Tech and MBA along with M Tech. / ME/ MS in Civil or Environmental Engineering or Equivalent from a recognized university/institute	No changes required.
121	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	85	2	Key professional staff: Hydraulic Network Engineer M Tech. / ME/MS in Civil or Environmental Engineering or Equivalent from a recognized university/institute	We request you to allow B. Tech /B.E/ M Tech. / ME/MS in Civil or Environmental Engineering or Equivalent from a recognized university/institute along with the required experience as mentioned in RFP	No changes required.
122	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	85	3	Key professional staff: Design Engineer (Water Supply) Postgraduate in Civil or Chemical Engineering or Public Health Engineering	We request you to allow B. Tech /B. E/ Postgraduate in civil/chemical engineering/ environmental engineering/ public health engineering along with the required experience as mentioned in RFP	No changes required.

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
123	KPMG Advisory Services Private Limited, India Firm: Building No.10, 8th Floor, Tower B & C, DLF Cyber City, Gurugram, Haryana, 122002	86	5	Key professional staff: Design Engineer (Wastewater) Cum Environmental Management Expert: Post-graduate in Environment Science / Environment Engineering	We request you to allow B. Tech /B. E/ Post-graduate in Environment Science / Environment Engineering along with the required experience as mentioned in RFP	No changes required.
124	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	87	Note	The above list is for Key Personnel only. The PDMC shall assess the requirement of Sub-Key professionals (Design – Estimation Engineer / Field Engineer/ CAD Engineer/ Surveyor// DEO etc.) and shall depute for the project.	It is requested to kindly clarify probable no. of sub key personnel as per note on pg no. 87 and Remuneration for sub key professionals (if required) is to be considered in the financial bid or not	The Consultant has the flexibility to deploy the non -key staff as per the requirement to timely achieve the project milestones. The Consultant will have to ensure that the team members have the relevant skills, experience and qualifications to perform their assigned tasks effectively and efficiently. The Bidder will have to consider the remuneration of sub key professionals also while preparing the financial quote
125	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			Effort estimation of resources has been specified. 7/8 resources are needed on a part-time basis and payment milestones are deliverable-based.	Since resources are required on a part-time basis and payment milestones are deliverable-based, we would like to request the employer to allow for flexibility in location of the experts. This will aid the consultant in bringing the best pool of talent for working on the prescribed deliverables. We would like clarification whether the part-time resources need to be on the consultant's payroll or whether they can be outsourced to third parties as well.	Flexibility in location of the experts could be allowed. However, the consultant will be liable to make the services of the experts available as and when (whenever) required by SMMU/CMMU
126	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	87	Note	If any key experts get less than 60 % marks, then he needs to be replaced at the time of negotiation.	In the event of replacement of Key expert at the time of negotiation due to marks lesser than 60%, no penalties shall be applied by the employer and nor it shall attract a deduction of payment to the Consultants for the same. Please confirm.	No deduction of payment in case of replacement of key personnel prior to entering into contract with the Employer. However, any such replacement provided shall be a person of equivalent or better qualifications and/or experience and the replacement will be acceptable to the Employer.
127	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	87	Note	The above list is for Key Personnel only. The PDMC shall assess the requirement of Sub-Key professionals (Design – Estimation Engineer / Field Engineer/ CAD Engineer/ Surveyor// DEO etc.) and shall depute for the project	We request employer to define the number, qualification, and experience for the sub-key staff for the bid evaluation. If these are not provided, it may lead to different assumptions by different bidders, which will have an adverse impact on the financial proposals of bidders.	The Consultant shall deploy the non -key staff as per the requirement. The Consultant will have to ensure that the team members have the relevant skills, experience and qualifications to perform their assigned tasks effectively and efficiently.

TOR- Replacement of Core team member

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
128	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	7, 104	Clause 11 (c) & Clause 4.4 (d)		Kindly confirm that replacements required due to reasons beyond the control of Consultants like resignation / medical reasons or death will not attract penalty.	No changes required. Clause 11 of TOR, GCC Clause 4.4 & SCC Clause 16 remains unchanged.
129	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	104	Clause 4.4		Payment is proposed based on activities however deduction for replacement is based on remuneration cost. It is requested to clarify the same.	Please refer SCC Clause 16
130	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	57	Replacement of Core team, (C)	Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.	The Clause is unclear, could you please clarify under what circumstances would the remunerations be payable?	Please refer SCC Clause 16 and 20.
131	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	104	4.4	a. Except as the "Client" 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, or 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.	Requesting the employer to provide a time period of 1 month for replacement of the consultant	The replacement shall be done immediately.

Section 6. Standard Form of Contract- General Conditions of Contract

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
132	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	113	Clause 16		This is contradicting to the penal provision for replacement given on Page 104 / Clause 4.4 (d). Kindly reconcile the same & delete this clause	No changes required.SCC clause shall supersede
133	Shah Technical Consultants Private Limited CONSULTING ENGINEERS 407, RAHEJA CENTRE, PLOT NO. 214, NARIMAN POINT, MUMBAI – 400 021, INDIA	114	Clause 22		Kindly consider Performance Security at 3%.	No changes required.
134	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	104	Clause 4.5		remuneration for Resident Project Manager will be extra if required or to be taken care in financial bid, kindly clarify.	Refer SCC Clause 17. GCC Clause 4.5 is not applicable for this RFP.
135	WAPCOS Limited Regional Office Kerala 1st Floor, JP Krishna Building, Pallimuku Junction Pettah, Thiruvananthapuram Kerala-695024	96	Clause 2.6		in case of modification or variation, addition or deletion of activity or part of activity, payment will be made on pro rata basis based on what parameter (ie area or population), kindly clarify.	Based on the activity-wise financial quote submitted in Form FIN-2
136	Ernst & Young LLP 12th & 13th Floor	96	2.1	2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions,if any, listed in the SC have been met.	Please share the format for this declaration for the confirmation of key experts’ availability. Also, we would suggest effective conditions to be altered as: 1. Signing of Contract 2. Submission of Professional Liability Insurance related documentation 3. Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.	No Change required
137	"UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	112	Clause 6 GC clause 2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the “Employer” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.	4. Confirmation from the bidding entity - All the key experts to be full-time staff on the payroll of the bidding entity and not on payroll of the affiliates or associate member firms.	

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
138	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	100	2.9.5	<p>Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, 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;</p> <p>(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 making payment for the part satisfactorily performed on the basis of Quantum Meruit 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.</p>	Requesting the employer to include provision of ensuring that decision to stop payment upon termination is mutually made and not solely based on the satisfaction of the employer	No change required
139	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	104	4.5	If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Resident Project Manager, acceptable to the "Employer", shall take charge of the performance of such Services.	We request employer to define the Qualification and experience for the Resident Project Manager that is mentioned in this clause.	Refer SCC Clause 17. GCC Clause 4.5 is not applicable for this RFP.
140	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	97	clause 2.7	2.7 Force Majeure	We request the Authority to kindly include Pandemic/COVID under the definition of Force majeure.	No change required

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
141	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			2.7 Force Majeure	<p>It is recommended to add below clause to under Force Majeure :</p> <ul style="list-style-type: none"> To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. Where Consultant's personnel are required to be present at Client's premises, Consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any Government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultant's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk. 	No change required
142	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	108	clause 8.2,	8.2 Arbitration	<p>We request the Authority to kindly append the clause with below sub-clause:</p> <p style="text-align: center;">Arbitration</p> <p>Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.</p> <p>There shall be a sole arbitrator, appointed by mutual consent of the Authority and the Consultant as per the provisions of Arbitration and Conciliation Act, 1996 or under any statute for the time being in force.</p> <p>The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.</p> <p>The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated. This</p>	No change required. Refer SCC Clause 21.

III. Special Conditions of Contract

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
143	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	112	Clause 11, GC Clause 3.4,	The insurance coverage against the risks shall be as follows: a) Professional indemnity insurance, with a minimum coverage of the total ceiling amount of the Contract. b) employer's liability and workers' compensation insurance in respect of the experts and Sub-contractor in accordance with the relevant provisions of the applicable law in the country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and c) insurance against loss of or damage to (i)equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services. Note: In case the Agency maintains Professional Indemnity Insurance as the umbrella policy for the entire organization, an undertaking from the authorized signatory would have to be submitted declaring that the professional services provided under this Contract are	We observe that the Liability/Insurance coverage is unlimited on the Consultant. Hence, we request the Authority to restrict the Liability/Insurance coverage of Bidder's to only Professional Liability Insurance with a maximum coverage of Value of Assignment and also add the below sub-clause: Further, the Authority shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Authority shall not recover from the Consultant, in contract or tort, 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.	No change required
144	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India	112	Clause 10, GC Clause 3.4,	Limitation of the Consultants' Liability: Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.	We request the Authority to kindly append the clause with below sub-clause: The Authority (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Authority (and any others for whom Services are provided) shall not recover from consultant, 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	No change required. SCC Clause 10 remains unchanged.
GENERAL QUERY						
145	Voyants Solutions Private Limited. Grandiose, 2nd Floor, Survey No. 136/2 & 4, Opp. Rolling Hills, Gachibowli, Hyderabad – 500 032, India			General	Please share the estimated budget of the consultancy fee for this job .	To be assessed by the bidder

No.	Name of Firm	Page No	Sub Clause	As Per RFP	Comments/Observation by Bidders	Response based on the CSC Meeting held on 4.7.2023
146	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			Intra state travel cost	Requesting the employer to provide insights into whether intra-state travel cost would be borne by the employer or arrangements would be made for the consultant.	Payment as per the payment schedule only will be provided .
147	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India			No separate clause in RFP	We request the Authority to include the Indemnity clause as below: To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify the Consultant, any other member Firms and the Consultant's Personnel against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Deliverables under this Contract.	No change required
148	Ernst & Young LLP 12th & 13th Floor "UB City" Canberra Block No.24, Vittal Mallya Road Bengaluru - 560 001, India		appendix note for preparation of financial proposal expenses	Form Fin-4: breakdown of reimburse, appendix note for preparation of financial proposal expenses	We request the client to arrange for the travel, stay etc. in case the deployed key experts have to travel outside of Thiruvananthapuram for any project related activities.	The bidder will have to assess the work requirements and have to accordingly arrive at the financial quote