

**Subject: Pre-bid queries for RFP of Smart City Proposal Preparation for the City of Shimla**

SN	Firm name	RFP Article reference	Description/Issue	Query/ clarification required	Response
1	Ernst & Young LLP	Page 1, Clause 3	This Request for Proposals (RFP) has been addressed to the following: Bid is invited from Nationwide Empanelled Agencies who have been awarded at least one Smart City in the previous rounds' of selection.	Request you to please allow the individual firms of the empanelled consortiums to submit the proposal independently. Also, request you to allow the provision of the alternate key experts outside the pool of Key Personnel qualified during REOI stage for the firms who would be submitting the proposals independently.	Will remain as in original RFP.  <b>Yes, provision of proposing alternate key experts outside the pool of Key Personnel qualified during REOI stage is allowed.</b>
2		Page 11, Clause 15	Consultant shall not propose alternative Key Experts. Key Experts in the Proposal shall be from the pool of Key Personnel qualified through the Request for Expression of Interest (REOI) evaluation for this assignment. <b><u>Consultants may propose alternate Key Experts, provided the alternate Key Experts bear the same minimum qualifications / criteria as with the pool of Key Experts qualified through the request of expression of interest evaluation for this assignment as approved by MoUD.</u></b> Failure to comply with this requirement will make the Proposal non-responsive	Both the statements in the mentioned clause are contradicting each other. We understand that the underlined statement has to be considered for the proposal submission.  Please confirm.	Following statement has been considered for the proposal submission:  <b><u>Consultants may propose alternate Key Experts, provided the alternate Key Experts bear the same minimum qualifications / criteria as with the pool of Key Experts qualified through the request of expression of interest evaluation for this assignment as approved by MoUD.</u></b>

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3		Page 17, Data Sheet	2.1: Method of Selection: Least Cost Selection	As observed in the past smart city selections; it is essential to prepare a high quality smart city proposal to get a good rank for selection. Thus, request you to give preference to the consultants whose proposal was selected in Top 20 and then fast-track proposals to get good quality output. Therefore, request you to please consider QCBS with 80:20 ratio for the method of selection to make the selection process more competitive.	<b>Process of selection will remain as in original RFP.</b>
4		Page 19, Data Sheet	C. Submission, Opening and Evaluation 17.4 - The Consultant must submit proposal: one (1) original and one (1) copy 17.7 - The proposal submission address is: Office ...	Request you to please confirm if we also need to submit proposal online along with hardcopy submission.	<b>Yes, Online as well hard copy has to be submitted.</b>
5		Page 63, Clause 25.2	25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides,	25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter	<b>Will remain as in original RFP.</b>

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			inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)	alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.) <u>Such right to audit shall be restricted to physical files pertaining to the Services and such auditors shall enter into a confidentiality agreement with the Consultant.</u>	
6		Page 60, Clause 19.1.6	Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and	Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services <del>satisfactorily</del> performed prior to the effective date of termination; and	<b>Will remain as in original RFP.</b>
7		Page 62, Clause 24.1	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have	It should be clarified to the Client that, EY maintains professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	<b>Will remain as in original RFP. If things are similar to RFP Document, we don't have any issue.</b>

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			been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.		
8		Page 63, Clause 27.1	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. <del>The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</del> <u>The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or</u>	<b>Will remain as in original RFP.</b>

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				<u>knowledge developed while performing the Services.</u>	
9		Page 63, Clause 28.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly <del>or partly</del> with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.	<b>Will remain as in original RFP.</b>
10		Page 65, Clause 32.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:	Unless otherwise specified in the SCC, the Client shall use its best efforts to:	<b>Will remain as in original RFP.</b>
11		Page 67, Clause 41.2.2	<i>The Lump-Sum Installment Payments.</i> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related	<i>The Lump-Sum Installment Payments.</i> The Client shall pay the Consultant within <del>sixty (60)</del> <u>thirty (30)</u> days after the receipt by the Client of the deliverable(s) and the cover invoice for the related	<b>Will remain as in original RFP.</b>

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			<p>lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>	<p>lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same <del>sixty (60)</del> <u>thirty (30)</u> days period <u>failing which the deliverable(s) shall be deemed accepted for the purposes of payment.</u> The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>	
12		Page 67, Clause 41.2.3	<p><i>The Final Payment.</i> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The</p>	<p><i>The Final Payment.</i> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within <del>ninety (90)</del> <u>forty five (45)</u> calendar days after receipt of the final report by the Client unless the Client, within <del>such ninety (90)</del> <u>forty five (45)</u> calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the</p>	<p><b>Will remain as in original RFP.</b></p>

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			Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.	final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.	
13		SCC, Page 73, Clause 23.1	<p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds three times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>	<p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, <del>with respect to damage caused by the Consultant to the Client's property,</del> shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <del>three</del> <u>one</u> time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p><del>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</del></p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>	<b>Will remain as in original RFP.</b>

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14		SCC, Page 73, Clause 24.1	<b>The insurance coverage against the risks shall be as follows:</b>	It should be clarified to the Client that, EY maintains professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	<b>Will remain as in original RFP.</b>
15		New Clause	<b>Confidentiality:</b> Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information/ report/ advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is required for implementation of the purposes of this RFP; (b) is or becomes public other than through a breach of this Contract, (c) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (d) was known to the receiving party at the time of		<b>Will remain as in original RFP.</b>

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			disclosure or is thereafter created independently, (e) is disclosed as necessary to enforce the receiving party's rights under this Contract, or (f) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Contract.		
16		New Clause	Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Contract ("Reports"), other than The Client Information, are for the Client 's internal use only (consistent with the purpose of the particular Services) including the Client 's board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft Report and EY shall not be required to update its Final Report.		<b>Will remain as in original RFP.</b>
17	<b>Global Green Solutions Consultant</b>	Clause 6.1 & 6.2	6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture	Can Global Green Solutions Consultant participate in this tender if we have not been awarded One Smart City in the previous rounds of selection? Section 2, Clause 6.1 & 6.2 states that any consultant can participate in the Banks sponsored project if they have not been barred to participate.	<b>No, Consultant cannot participate in this tender if it has not been awarded at least One Smart City in the previous rounds of Challenge.</b>

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			members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.		
18		Clause 6.1 & 6.2	6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.	Is JV allowed for this proposal.	<b>Yes JV is allowed, provided the JV has same composition / companies when it was selected in REOI.</b>
19	<b>The Energy and Resources Institute (TERI), New Delhi</b>	Clause 12 (b) and Clause 15.1	Consultant shall not propose alternative Key Experts. Key Experts in the Proposal shall be from the pool of Key Personnel qualified through the Request for Expression of Interest (REOI) evaluation for this assignment. <b><u>Consultants may propose alternate Key Experts, provided the alternate Key Experts bear the same minimum qualifications / criteria as with the pool of Key Experts qualified through the request of expression of interest evaluation for this assignment as approved by MoUD.</u></b> Failure to comply with this requirement will make the Proposal non-responsive	Please clarify if suggestion of alternate Key Expert is allowed.	<b>Following statement has been considered for the proposal submission:</b>  <b><u>Consultants may propose alternate Key Experts, provided the alternate Key Experts bear the same minimum qualifications / criteria as with the pool of Key Experts qualified through the request of expression of interest evaluation for this assignment as approved by MoUD.</u></b>

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20		Clause 17.1	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission has to be done through <b>(hard copy)</b> registered mail/ by hand and <b>(online)</b> e-tendering.	We understand that the submission is to be done online as well as in hard copy. Please confirm.	<b>Yes, Online submission as well hard copy has to be submitted.</b>
21		Clause 17.5	The original and all copies of the Technical Proposal shall be placed in soft copy (if submission through e-tendering) along with hard copy be submitted in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in soft copy (if submission through e-tendering) and a hard copy be submitted in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked " <b>DO NOT OPEN, BEFORE [24-10-2016, 17:00 local time]</b> ". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. <b>If the Technical and Financial</b>	It is suggested that as per the practice followed by other cities participating in the Challenge (including Dharamshala), the EMD may be submitted by the selected consultant at the stage of contract negotiation and award and not at the proposal submission stage.	<b>Will remain as in original RFP.</b>

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			<b>Proposal are not submitted both through e-tendering and a separate hard copy in sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</b>		
22		Clause 25 (c) - 25. 8 and Clause 14.1.2 (in Data Sheet)	Client reserves right to reject any abysmally low or high price bids to ensure fair play.	Based on our experience in Dharamshala and our knowledge of other hill city proposals, it is felt that the actual cost of proposal preparation may go beyond the estimate of INR 40 lakhs, especially if surveying, mapping activities are involved. Moreover, the extensive online and off-line citizen engagement activities required as part of the proposal preparation process also add up to the expenses. In light of the aforementioned points, it is submitted that the cost of assignment may be increased by Government of Himachal Pradesh. Also, please clarify if a financial proposal amounting to more than INR 40 Lakhs will be acceptable or considered non-responsive by the evaluation committee.	<b>Yes, Financial proposal amounting to more than INR 40 Lakhs will be acceptable.</b>
23		Clause 10.1 (in Data Sheet)	The Proposal shall comprise the following: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) FIN-1 (4) FIN-2 (5) FIN-3 (6) FIN 4	Please clarify if TECH-2, TECH-3 and TECH-4 forms are to be submitted as part of the Technical Proposal.	<b>Yes, TECH-2, TECH-3 and TECH-4 forms are to be submitted as part of the Technical Proposal.</b>

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			(7) Statement of Undertaking		
24		Clause 27.2 (in Data Sheet)	Expected date for the commencement of the Services: Date: 10th November 2016 at: Shimla City	We understand that as per Office Memorandum (No. K- 15016/ 157 / 2015-SC-I (Vol. II)) issued by the Ministry of Urban Development, Government of India dated October 5, 2016 the date of commencement and submission for Round 3 Challenge has been revised. In light of this development, please clarify the expected date of start of assignment in Shimla.	<b>Expected date of start of assignment in Shimla will be last week of November.</b>
25		Page ii	Last date and time for submission of tender: <b>Date:</b> 24th October 2016; <b>Time:</b> up to 05.00 PM	It is requested if the date of bid submission may be postponed in light of the multiple public holidays falling in the month of October and early November. This would also suit the new timeline suggested by MOUD in the Office Memorandum dated October 5, 2016 for Round 3 Challenge.	<b>Date of bid submission is 6<sup>th</sup> November.</b>
26	<b>MSN Infrastructure &amp; Finance Consultants Ltd.</b>	Clause 10.1 (in Data Sheet)	The Proposal shall comprise the following: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) FIN-1 (4) FIN-2 (5) FIN-3 (6) FIN 4 (7) Statement of Undertaking	Kindly confirm if we need to submit all technical forms or just the Tech 1 as mentioned in the RFP.	<b>Yes, TECH-2, TECH-3 and TECH-4 forms are to be submitted as part of the Technical Proposal.</b>
27	<b>Feedback Infra Limited (P)</b>	Clause 10.1 (in Data Sheet)	The Proposal shall comprise the following: (1) Power of Attorney to sign the Proposal	Do we need to submit the detailed Project Data Sheet and CVs of Key Personnel again though we	<b>Yes, TECH-2, TECH-3 and TECH-4 forms are to be submitted as part of the Technical Proposal.</b>

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			(2) TECH-1 (3) FIN-1 (4) FIN-2 (5) FIN-3 (6) FIN 4 (7) Statement of Undertaking	have submitted at the time of REOI.	
28		Part I, Section 1, Page 2	Earnest Money Deposit: EMD in the form of FDR/TDR for the value of Rs. 1,00,000/- (Rupees One Lakhs only) favoring "Commissioner, Municipal Corporation Shimla" from Nationalized bank/Scheduled Bank.	We would like to kindly allow the submission of EMD of INR 1 Lac in the form of Bank Guarantee or Demand Draft.	<b>Will remain as in original RFP.</b>
29	<b>Jones Lang LaSalle Property Consultants India Private Ltd</b>	Part I, Section 1, Page 2	Earnest Money Deposit: EMD in the form of FDR/TDR for the value of Rs. 1,00,000/- (Rupees One Lakhs only) favoring "Commissioner, Municipal Corporation Shimla" from Nationalized bank/Scheduled Bank.	Kindly consider the document cost and EMD in the form of Demand Draft.	<b>Will remain as in original RFP.</b>
30		Page ii	Last date and time for submission of tender: <b>Date:</b> 24th October 2016; <b>Time:</b> up to 05.00 PM	Kindly consider one week extension for the submission of proposal.	<b>Date of bid submission is 6<sup>th</sup> November.</b>