

CLARIFICATION ON PRE-BID QUERIES UNDER S.B.M- RFP no-133/SUDA Dated 12.09.2019

Sl. No.	Name of the Firm	Section No. Clause, Sub clause & Page No. RfP	RFP Clause	Query	Clarification
1		Part III – Terms of reference Section 2: Proposed team structure	Minimum Qualification and experience: Sanitation/ Environment Expert Post Graduate in field of environment engineering with at least 10 year of post-qualification experience in projects related to Environmental Engineering and Management	Request you to please modify the requirement as follows: Post Graduate in field of sanitary/ civil/ environment engineering, or any related field; with at least 10 years of post-qualification experience in projects related to Environmental Engineering, Sanitation, Sustainability, Public Health and Program Management	No change
2		Part III – Terms of reference Section 2: Proposed team structure	Minimum Qualification and experience: Monitoring and Evaluation expert Graduation in IT or computer science/ MBA with at least 10 years of post-qualification experience in the field of project monitoring, data management, etc	Request you to please modify the requirement as follows: Graduation in IT or computer science or Master’s degree in any development field such as economics, social sciences, and relevant discipline/MBA; with at least 10 years of post-qualification experience in the field of project monitoring, scheme evaluations, data management, etc.	No change
3		Part I – Proposal procedures II – Data Sheet Clause 1.4	Consortium: No consortium is allowed	Please clarify, if sub-contracting is allowed.	Sub contracting Not allowed
4		Part I – Proposal procedures II – Data Sheet Clause 2.1, page 15	Clause 2.1: Eligibility criteria 1.a) Qualification : Firm to have at least 5 years of operations as on April 1, 2017.	Please modify as follows: 1.a) Qualification : Firm to have at least 10 years of operations as on April 1, 2019.	No change
5		Part I – Proposal procedures II – Data Sheet Clause 2.1, page 15	Clause 2.1: Eligibility criteria 2. a) Financial eligibility: Minimum average turnover from professional fee: Indian Rupees 100 crore in the last three financial years i.e., 2016-17 , 2017-18 and 2018-19 from the Consulting activities within India. As documentary proof, copy of the audited balance sheets/ CA certified document is to be	Please clarify/ modify: 1. Please increase the average turnover from INR 100 crore to INR 200 crore to ensure the firms submitting interest have the capacity to deliver the assignment.	No change

			submitted.		
6	Part I – Proposal procedures II – Data Sheet Clause 2.1, page 15	Clause 2.1: Eligibility criteria 3. b) Technical eligibility: The bidder should have at least 1 assignment where scope of work should include consulting assignment relating to sanitation/ SBM in urban sector with consultancy fees more than Rs 50 lakh for each assignment in last 5 years. Work completion certificate/ work order to be enclosed.	Please modify as follows: Technical eligibility: The bidder should have at least 1 assignment where scope of work should include consulting assignment relating to sanitation/ SBM in urban sector with consultancy fees more than Rs 1 crore for the assignment in last 5 years. Work completion certificate/ work order to be enclosed.	No change	
7	Part I – Proposal procedures II – Data Sheet Clause 20.5, page 17	Clause reference from RFP: S.N. 2 Similar experience of PMU S. N. 3 Exp in consultancy of sanitation / SLWM / Env.	Please clarify: 1. Can credentials be repeated across different categories? 2. Both credential categories seem to be similar in nature. This work will involve extensive community engagement. Considering that can it be changed to -experience of undertaking community mobilization for a consultancy project of at least one year duration for any state or local government in India in the past five years.	Serial no-2 is leads to operation of any project management unit & Sl. 3 is relating to only sanitation/SLW M/Env. Therefore not same. However PMU for Sanitation/SLW M/Env. Can be repeated under SI-2 & SI-3.	
Additional clauses are proposed to be added as advised by our legal counsel					

8		Limitation of Liability	<p>The Client (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 Client (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</p>	<p>Liability shall be limited to maximum up to the contract value. Indirect losses like loss of profit / consequential losses can not be claimed. A new clause shall be inserted at the time of contract.</p>
9		Document prepared by the consultant to be the property of the Authority	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications CONSULTANT provide under this Agreement (“Reports”), other than Client’s Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and CONSULTANT shall not be required to update its Final Report.</p>	<p>No change in RFP</p>
10		IPR	<p>Request you to please add this clause: CONSULTANT may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that CONSULTANT own 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, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement</p>	<p>No change</p>

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11		Page No 16, Point No 8.2	Scoring Criteria	Requesting your clarification on the requirement mentioned against SL No 1.	Bidders have to provide details of their own Technical expert in the company under the 4 domain areas specified and details to be furnished as required under Tech-1 (C1-C4) The marking for these professionals shall be done as specified under 8.2. Maximum 1 mark is for each expert.
12		Page No 16, Point No 8.2	Scoring Criteria	Please confirm if we can we propose the same set of projects for Point 2 and 3	Serial no-2 is leads to operation of any project management unit & Sl. 3 is relating to only sanitation/SLWM/Env. Therefore not same. However PMU for Sanitation/SLWM/Env. Can be repeated under Sl-2 & Sl-3.
13		Page No 16, Point No 8.2	Scoring Criteria	To score full marks on CV, experience required is 20 years. We request you to kindly revise the parameter for evaluation to score full marks. We recommend to revise the scoring parameter so that CVs with 10 years' experience may score full marks, however you may prefer not to amend the same against the Sanitation Expert position.	No change
14		Page No 17, Point No 9.1		We would request you to give more weightage to technical score to ensure quality and thus requesting you to revise the OCBS with 80:20 (Technical: Financial) weightage .	No change
15				Requesting your confirmation on the duration of the project i.e. if the overall project period is 24 months or 36 months.	Duration is 24 months & can be extended for another 12 months at client's option.

Additional Director, SUDA