



Varanasi Smart City Limited, Varanasi

CORRIGENDUM-2

**PROCUREMENT OF PROJECT MANAGEMENT CONSULTANCY
SERVICE SMART CITY MISSION.**

RFP Ref: - VSCL/PMC/SCM/2016-17 (Dated-21/12/2016) last
Date for submission of RFP is dt.25-02-2017 revised into
dt.20/03/2017.


CEO,

Varanasi Smart City Ltd

Varanasi Smart City Limited (VSCL)
Varanasi, Uttar Pradesh

Addendum No. - 1

RFP No:- 02/VSCL/PMC/SCM/2016-17

Date: 23-03-2017

Contract Title: - "Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects (VSCL/PMC/SCM/2016-17)".

With reference to above following clause of the bid document is revised as follows, keeping other terms and conditions of the bidding document unchanged:

Sr. No.	Section	Reference	Description in Bid Document	Clause Replaced / Amended/ Added as Below
1	Section 2: Instructions to Consultants: PART I:Standard	Page 6, Clause 1 (f)	(f) "Government" means the government of India	(f) "Government" means the government of India /State/Local Government.
2	Section 2: Instructions to Consultants: PART I:Standard	Page 14, Clause 12, Sub- clause 12.1(iv) EMD and Bid processing fee	12.1 Earnest Money Deposit IV. No bank guarantee will be accepted in lieu of the earnest money deposit.	EMD shall be acceptable in the form of Bank Guarantee (BG) also. <i>The Format for the BG is enclosed as Annexure to this Addendum.</i>
3	Section 2: Instructions to Consultants: PART II:Data Sheet	Page 19., Clause 2.1 (d)	(d) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government/ Private Agencies and Funding Agencies in the last 10 years.	(d) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government/ Government of any sovereign countries /Private Agencies and Funding Agencies in the last 10 years.
4	Section 2:	Page 19, Sub- clause :	e) The Consultant (in case of single business	e) The Consultant (in case of single

Sr. No.	Section	Reference	Description in Bid Document	Clause Replaced / Amended/ Added as Below
	Instructions to Consultants: PART II: Data Sheet	ITB 2.1 (e)	entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 50 (Fifty) crores during the last three (3) financial years;	business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. 50 (Fifty) crores during the last three (3) financial years; and the each Consortium partner should have a minimum average annual turnover of Indian Rs. 2 (Two) crores during the last three (3) financial years.
5	Section 2: Instructions to Consultants: PART II: Data Sheet	Page 24, Clause 1 (a) Procedure for Detailed evaluation of technical qualifications (With reference to point no. 19 / Clause 15.4 of Data Sheet).	Experience as project management consultant/ Design and /or Supervision consultant in Heritage conservation/ Lake restoration/ religious hub related project with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)	Experience as project management consultant/ Design and /or Supervision consultant in Heritage conservation/ Lake restoration/ religious hub / River front or Chat Development / Tourism hub related project with value of contract (for consultancy service) of at least Rs 50 lakh. (1 mark per project subject to maximum 10 marks)
6	Section 2: Instructions to Consultants: PART II: Data Sheet	Page 24, Clause 1 (b) Procedure for Detailed evaluation of technical qualifications (With reference to point no. 19 / Clause 15.4 of Data Sheet).	Experience as project management consultant/ Design and /or Supervision consultant in Urban Infrastructure (water supply/sewerage/SWM/urban mobility/power supply/telecom/ health and education) related project with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)	Experience as project management unit/ project management consultant/ Design and /or Supervision consultant in Urban Infrastructure (water supply/sewerage/SWM/urban mobility/telecom/ health and education) related project with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)
7	Section 3: Technical Proposal - Standard Forms	Page 29, Form 2B: Format for Financial Capability of the Consultant	Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.	Consultant should fill in details as per the row titled Annual turnover in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.
8	Section 5: Terms of Reference	Page 69, Task 1, Sl. No.1, Team Leader	• Masters in Planning /Bachelor in Engineering with MBA or Construction	• Bachelor of Engineering with Masters of Planning or MBA or

Sr. No.	Section	Reference	Description in Bid Document	Clause Replaced / Amended/ Added as Below
		cum Urban Management Specialist [CV for this position shall be evaluated.]	Management • 15 Years experience in Urban Sector • Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects. Knowledge of urban development policies, issues and Project experience	Construction Management or Masters of Engineering in Urban Infrastructure related subject • 15 Years experience in Urban Sector • Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects. Knowledge of urban development policies, issues and Project experience
9	Section 6: General Condition of Contract	Page 107, Clause 9.2	The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D.	The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.
10	Section 6: General Condition of Contract	Page 107, Clause 9.3 (b)	(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [] % of total cost of the services for every week or part thereof for the delay.	(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.05 % of total cost of the services for every week or part thereof for the delay.

Addendum-1 shall be part of bidding documents for the package and it is required to be signed and submitted by the bidders along with bid proposals.


 (S.P. Shahi)
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 Municipal Corporation, Headquarter, Sgra, Varanasi-221010
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 Email: - ceovscl@gmail.com, mcvns1@gmail.com

Encl: Format for Bank Guarantee against the EMD as Annexure.

Earnest Money Deposit

Bank Guarantee

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: *Name and Address of Employer*

Date:.....

EMD No.:.....

We have been informed that *name of the Consultant* ... (hereinafter called "the Consultant") has submitted to you its bid dated (hereinafter called "the Bid") for Project Management Consultancy services of Varanasi Smart City Limited (VSCL) under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Consultant, we *name of Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (..... *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the bid conditions, because the Consultant:

- a. withdraw the proposal during the validity period or any extension agreed by the consultant.
- b. has varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c. tries to influence the evaluation process.
- d. Evaluated as First ranked withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the Contract Agreement signed by the Consultant and the performance security issued to you upon the instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant; or (ii) twenty-eight days after the expiration of the Consultant's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

.....*Bank's seal and authorized signature(s)*.....

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

Varanasi Smart City Limited (VSCL)
Varanasi, Uttar Pradesh

No: 01/VSCL/PMC/SCM/2016-17 Date: 03-03-2017

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

Subject: Pre-bid meeting for "Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects (VSCL/PMC/SCM/2016-17)".

The Pre-bid meeting was held on 5th January 2017 as per the schedule notified in the RFP at Municipal Corporation, Headquarter, Srigra, Varanasi-221010. The list of representatives of the prospective bidders attended the meeting is Annexed.

At the outset, CEO, Varanasi Smart City Limited, welcomed the participants present for the meeting. Thereafter the presentations about the proposed project and provisions taken in bid document were made. After this, queries raised by representatives of bidders were discussed. It was clarified that many issues raised by the bidders have already been covered in bidding document.


The CEO, Varanasi Smart City Limited requested all bidders to provide their queries in writings so that the same may be replied by Varanasi Smart City Limited. Accordingly the queries raised by the bidders requiring clarifications are clarified as under:

SLNo.	RFP reference	Query/ Request	Clarification
Section 2: Instructions to Consultants: PART I: Standard			
1	Page 8, Clause 3.2	Request to clarify the no. of JV partners allowed	Maximum Three. (One lead member with maximum Two partners) Please also refer to Addendum-1.
2	Page 14, Clause 12, Sub- clause 12.1(iv) :EMD and Bid processing fee	Request you to accept the Bank Guarantee for EMD	Bank Guarantee shall also be acceptable. Please refer to Addendum-1.
Section 2: Instructions to Consultants: PART II: Data Sheet			
3	Page 20, Clause 2, Sub- clause : ITB 2.1	Request to revise the basic eligibility criteria	Please refer to Addendum-1.
4	Page 20, Clause 4, Sub- clause : ITB 14.4	Request to extend the proposal submission date	Please refer to Corrigendum-2.

Sl.No.	RFP reference	Query/ Request	Clarification
5	Page 20, Clause 6, Sub- clause : ITB 2.6	Request provide detail of the office space to be provided	Client will provide only office space. All other facilities required for the task are be provided by consultant. Please refer clause 8 of Section 5 - TOR of bid document.
6	Page 24, Procedure for Detailed Evaluation of Technical qualifications.	Request to revise the evaluation criterion	Please refer to Addendum-1.
Section 4: Financial proposal- standard forms			
7	Page 48, Form FIN-3B	Request to clarify that the travel cost (from base location/office to project office) for lump sum tasks shall be a part of remuneration and not reimbursable expense.	No change. As per provision of RFP.
Section 5: Terms of Reference			
8	Page 52, Clause 3: Scope of Services	Request to modify the scope of PMC as strategic advisory and project management consultant	No change. Please refer RfP, which clearly says that the consultant has to provide services for strategic advisory, project management, design and supervision of all projects under Smart City Mission in the city. The consultant will be responsible for end to end solution and multi-layering of consultant is strictly avoided.
9	Page 60, Pt IV, a, (ii)	Request to pay the surveys out of provisional sums as per actual expenditure	please refer to pt (ii) of Form FIN 5, Pg. 51
10	Page 66, VI, (b), iii	STQC should be engaged by the Client and not by the PMC agency to avoid conflict of interest. Secondly, if it is the PMC agency which has to engage STQC, then cost of STQC engagement to be included in the reimbursable. Please clarify	Consultant may quote cost for STQC under FORM FIN-5 : provisional sum, Sub-head : ii) Survey, Tests, Investigation and Reports etc.
11	Page 69 to 75	Request to consider submission of CVs of only key professionals at the time of evaluation	No change. As per provision of RFP
12	Page 69 to 75	Request to modify the qualification and experience of the professionals	No change. As per provision of RFP



Sl.No.	RFP reference	Query/ Request	Clarification
13	Page 71 & 72, Clause No 5. Point 16,	For qualification of ICT expert, the same criterion is given both "For Time based Contracts" and "For Lump Sum Contract". Please confirm if the same expert can be proposed in both these positions.	No change. The teams should consist of different set of professionals
14	Page 71 & 72, Clause No 5. Point 16,	request to consider ICT expert as a key expert for even time based contracts	No change. As per provision of RFP
15	Page 71 & 72, Clause No 5. Point 16,	Request to assign man months for the lump sum contract	The RFP clearly says "The team composition is indicative. The Consultant shall review the composition and suggest suitable skillsets and man months for specialists and support staff as per their approach and methodology. However for Time Based tasks minimum man month of professionals (mentioned above under respective tasks) should be followed while preparing the technical proposal".
16	Page 80, Clause 9, Payment schedule	Request for change in payment condition	No change. As per provision of RFP.
Section 6: Standard form of contract: Form of contract			
17	Page 107, Clause 9, sub clause 9.2 and 9.3 (b)	Request to specify the percentage cap on liquidated damages.	Please refer to Addendum -I.
General			
18	Price escalation	Request to allow price escalation @ 10% per year	No change. As per provision of RFP.


(S.P. Shahi)
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Encl: List of the participants attended the Pre-bid meeting.




VARANASI SMART CITY LIMITED, VARANASI

LIST OF FIRMS PARTICIPATED ON 05/01/2017 OF PRE-BID MEETING FOR RFP OF PMC

SR.NO.	FIRM NAME
1	PLANNER INDIA DEVELOPMENT CONSULTANCY
2	PRICE WATER HOUSE COOPERS PVT. LTD.(PWC)
3	MSDA, Delhi
4	EPTISA SERVICIOS DE INGENIERÍA, S.L.
5	RUDRABHISHEK ENTERPRISES PVT. LD. (REPL)
6	FICHTNER CONSULTING ENGINEERS INDIA (PRIVATE) LIMITED
7	DARASHAW & CO. PVT LTD
8	JLL (JONES LANG LASALLE) URBAN SOLUTIONS SRILANKA
9	ARVEE ASSOCIATES ARCHITECTS ENGINEERS & CONSULTANTS PVT. LTD.

LIST OF FIRMS ON PRE-BID QUERY (E-MAIL) FOR RFP OF PMC

SR.NO.	FIRM NAME
1	TATA CONSULTING ENGINEERS LIMITED
2	Medhaj Techno Concept Pvt. Ltd.
3	DIMTS LTD., 1ST FLOOR, MAHARANA PRATAP ISBT BUILDING, KASHMERE GATE, DELHI
4	TECHNICAL MANAGER - PLANNING & URBAN DESIGN RAMBOLL INDIA PVT. LTD.
5	BUSINESS DEVELOPMENT STRATEGIST-ASIA.
6	ERNST AND YOUNG LLP, INDIA


(Ramesh Chandra Singh)
Joint Municipal Commissioner