

RFP NOTICE NO.122955/2019-H2 for “Selection of an Agency for setting up Project Management Unit for providing Technical Assistance and Transaction Advisory Services for waste management projects in Telangana”

Response to the Pre-bid queries

S.No.	Firm’s Name	Query	CDMA Response
1.	LEA Associates South Asia Private Limited	<p>Clause 1.4, Page 5</p> <ul style="list-style-type: none"> • Annex-7: Bank Guarantee format is not available in the RFP. Please provide. • With respect to submission of EMD in the form of Bank Guarantee, we request you to kindly provide the following: <ul style="list-style-type: none"> ○ Bank Guarantee format for EMD, ○ Bank Guarantee for EMD validity date (Date/Month/Year), ○ Client official designation and client full address with Pin code to be written on the Bank Guarantee for EMD 	Format for Bank Guarantee is provided as Annexure- 1 to this document
2.	LEA Associates South Asia Private Limited	<p>Clause 1.8 (3),Page no. 6</p> <p>The last date for queries submission is 7th Aug, 2019. Assuming client would at least have 1 week to discussion, finalize and upload clarification it would leave no time for the consultants to submit a good quality hard copy proposal. Kindly extend the date of hard copy submission by at least 2-3 weeks post of clarification, i.e. approx 6th Sept, 2019. Kindly consider and confirm.</p>	Bid submission is extended upto 28 th August 2019 upto 3.00 pm
3.	LEA Associates South Asia Private Limited	<p>Clause 3.1.3(3), Page no. 29-30</p> <p>Kindly mention what is the allocation of marks for Presentation.</p>	Technically Qualified bidders shall be called for the Presentation on the suggested Approach & Methodology.
4.	LEA Associates South Asia Private Limited	<p>Clause 3.1.4 (A), Page no. 30</p> <p>Kindly modify to – “Experience of Transaction Advisory projects, in Integrated Infrastructure development or water supply or Waste water or Solid Waste Management, having a minimum project cost of INR150 Cr”; (Completed projects where LOA is issued, will only be considered for evaluation). Kindly consider and confirm.</p>	<p>Not Accepted</p> <p>The project is exclusively for waste management projects with focus on Solid waste management and hence the criteria cannot be changed</p>
5.	LEA Associates South Asia Private Limited	<p>Clause 3.1.4 (C), Page no. 30</p> <p>Kindly modify to – “Project (ongoing or completed) involving State / City</p>	<p>Accepted</p> <p>Modified clause: Project (ongoing or completed)</p>

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		level PMU Support or program advisory and support related to water / Solid /Liquid waste management or Sanitation projects". Kindly consider and confirm	involving state / City level PMU Support or state/ city level program advisory related to water/Solid/ Liquid waste management or sanitation projects.
6.	LEA Associates South Asia Private Limited	Clause 3.1.4 (D), Page no. 30 "Minimum 1 Project (ongoing or completed) involving state / City level PMU Support or program advisory related to Garbage free cities, Solid /Liquid waste management or Sanitation projects".	Not Accepted
7.	LEA Associates South Asia Private Limited	Schedule- I, (2),(2), Page no. 38-39 There is work of undertaking Feasibility reports. Therefore, there is need to include finance expert in the team. Kindly consider and confirm.	CDMA does not envisage significant work for preparation of Feasibility Reports at onset of the project and hence does not require a 'Finance Expert' at this stage. If required, CDMA shall hire 'Finance Expert' as additional manpower, through the provision given in Clause 5.10 on the Page 35 of the RFP
8.	LEA Associates South Asia Private Limited	Appendix- I, Page no. 58 Since team is deployed at various locations currently, kindly allow scanned signature for evaluation. This can be supported by original signature at the time of contract signing stage. Kindly consider and confirm.	Accepted
9.	LEA Associates South Asia Private Limited	Clause 9.2, Page no. 87 Kindly allow for reduction of Liquidity damage charge from 5% to 1%. Kindly consider and confirm.	Liquidity Damage charge reduced from 5% to 2%
10.	LEA Associates South Asia Private Limited	III. Special Conditions of Contract, Sr. No. 14(11), Page 90 Kindly allow for reduction in performance security amount from 10% to 5%. Kindly consider and confirm.	Accepted Modified clause: "The Performance Security amount is 5% of the Contract Value"
11.	LEA Associates South Asia Private Limited	Request to share with us whether office space will be provided by client to the consultant? Kindly consider and confirm.	Yes, CDMA shall provide the office space to the staff deployed by the Consultancy firm selected for this PMU project
12.	IL&FS	As the size of the consulting assignment not justifies such a high turnover requirement of average Rs. 100 cr turnover per annum. Request you to rationalise based on the estimated consulting fee and size of the project.	Considered and Accepted Modified clause: 2.2.2 (B) Financial Capacity: The applicant shall have minimum annual turnover of INR 70 Crores from consulting services in each of the previous three financial years preceding PDD.
13.	IL&FS	Please indicate the Additional works allotment norms and compensation	Additional work, if any shall be based on mutually agreed terms and

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		methodology	conditions
14.	IL&FS	Also provide clarity on reimbursement expenses if any towards on-site team during the non allotment of works as the project fee is on manday basis	Reimbursement expenses if any towards on-site team, shall be on mutually agreed terms & conditions upon finalization of the contract with successful bidder
15.	IL&FS	As this is a Service Contract, please remove EMD requirement for submission of bids	Not Accepted EMD amount is however reduced from INR 5 Lakhs to INR 2 Lakhs
16.	EY LLP	1. EMD amount of INR 5 Lakhs is high considering the scope of work and the project duration. We request you to kindly reduce the EMD amount to INR 2 Lakhs 2. Request you to kindly provide the format for the Bank Guarantee for submitting the EMD	Accepted EMD amount is reduced from INR 5 Lakhs to INR 2 Lakhs Format for Bank Guarantee is provided as Annexure- 1 to this document
17.	EY LLP	Since the RFP needs to be vetted internally, we request you to kindly extend the date of submission of queries and the bid. We suggest the extension as follows: Last date for submission of queries: 9-August2019 Last date for bid submission: 30-August-2019	Partly Accepted Last date for bid submission: 28 th August 2019, upto 3.00 pm
18.	EY LLP	Clause 3.1.3 Scoring Criteria 1A. Relevant experience of the applicant under the criteria 3.1.4 (A) As per the evaluation criteria, 5 projects in last 5 years are required to be submitted to score maximum 10 marks. We request you to kindly relax the criteria both in terms of number of projects undertaken and increase the duration in which the projects have been executed in the past	Partly Accepted Bidder should have undertaken 2 projects in last 5 years under the criteria: "Experience of Transaction Advisory projects, in last 5 (five) years in Integrated Solid Waste Management, having a minimum project cost of INR150 Cr; (Completed projects where LOA is issued, will only be considered for evaluation)"
19.	EY LLP	GCC ARTICLE 9.3 Liquidated damages The liquidated damages shall be applicable under following circumstances: (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof subject to a maximum of 10% of the total cost. (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the	Accepted

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		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 1% of total cost of the services for every week or part thereof for the delay subject to a maximum of 10% of the total co	
20.	EY LLP	Request for addition of new clause in the GCC The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations	Accepted
21.	KPMG	Request for extension till 31 st August for submission of the bids	Bid Submission is extended upto 28 th August 2019
22.	KPMG	Clause: 3.1.4 Eligible Assignments As per the RFP: <i>credentials for Integrated Solid Waste Management is required having a min. project cost of 150cr.</i> We would request you to change the criteria from “ Integrated Solid Waste Management ” to “ Solid Waste Management ”	Not Accepted
23.	KPMG	Clause 2.2(c) Conditions of Eligibility of Applicants As per the RFP, the eligibility for qualification of the Team Leader he/she is required to have Master in Planning / Post Graduate in Environment or equivalent with minimum of 10 years of experience for the project. We would request a change to this criteria for the qualification “ Post Graduate in the relevant area ”	RFP clause says ‘Master in Planning / Post Graduate in Environment or equivalent with minimum of 10 years of experience’. Bidder can propose a person with qualification equivalent to PG in Planning or Environment subjects as relevant for the project
24.	KPMG	Clause 2.2. (C) For Environment expert: his/her Qualification is required B. Tech (Environment Engineering) / PG in Environment science or equivalent qualification with minimum 5 3 years of relevant experience	Minimum relevant experience is 3 years
25.	KPMG	Clause 2.1.1 Instructions To Applicants Kindly confirm if forming a consortium is allowed to enhance our expertise for the assignment.	Consortium is not allowed

Annexure 1

Bank Guarantee Format for Earnest Money Deposit

(To be executed on non judicial stamp paper of appropriate value by a Scheduled Bank in India)

B.G. No.:

Dated:

To,

Commissioner and Director Municipal Administration
AC Guards, Masab Tank
Hyderabad 500 004

1. In consideration of you, **Commissioner and Director Municipal Administration** having its office at AC Guards, Masab Tank, Hyderabad, 500004 (hereinafter referred to as "CDMA", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of <<**Name & Address of the applicant**>> (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for "**SELECTION OF AN AGENCY FOR SETTING UP PROJECT MANAGEMENT UNIT FOR PROVIDING TECHNICAL ASSISTANCE AND TRANSACTION ADVISORY SERVICES FOR WASTE MANAGEMENT PROJECTS IN TELANGANA**" (hereinafter referred to as the "Project") pursuant to the RFP Document vide **RFP No 122955/2019-H2** dated **01-08-2019** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at [_____] and one of its branch office at [_____] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to **CDMA** an amount of Rs. 2,00,000/- (Two Lakhs) only (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by **CDMA** stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

THE CONDITIONS of this obligation are :-

- 1) If after Tender opening the Bidder withdraws or modifies his Bid during the period of bid validity specified in the RFP after date of closing of bid submission.
- 2) If the Bidder having been notified of the acceptance of his bid by **CDMA**, during the period of validity.
 - a) fails or refuses to execute the Form of Agreement in accordance with the terms of RFP

- b) fails or refuses to furnish the contract performance guarantee
 - c) fails to comply with any other instruction of **CDMA** as contained in the RFP or further extensions and amendments of the RFP
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of **CDMA** is disputed by the Bidder or merely on the first demand from **CDMA** stating that the amount claimed is due to **CDMA** by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2,00,000/- (Two Lakhs) only.
 4. This Guarantee shall be irrevocable and remain in full force for a period of 12 (twelve) months from 28th August 2019 (the Bid Submission Date or for such extended period as may be mutually agreed between **CDMA** and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 5. We, the Bank, further agree that **CDMA** shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of **CDMA** that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between **CDMA** and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Government body.
 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, **CDMA** shall be entitled to treat the Bank as the principal debtor. **CDMA** shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to **CDMA**, and the Bank shall not be released from its liability under these presents by any exercise by **CDMA** of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of **CDMA** or any indulgence by **CDMA** to the said Bidder or by any change in the constitution of **CDMA** or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered post to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim, without any demur.
 10. It shall not be necessary for **CDMA** to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which **CDMA** may have obtained from the said Bidder or any other person and which

shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of **CDMA** in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein:
 - i. Our liability under this Bank Guarantee shall not exceed Rs. 2,00,000/- (Two Lakhs) only.
 - ii. This Bank Guarantee shall be valid up to [28th August 2020] (date); and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before expiry of this date of validity of this guarantee.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)