

Jal Jeevan Mission (JJM)
State Water and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra

RFP: Selection of Project Management Agency to support in Implementation of Jal Jeevan Mission in the State of Maharashtra

Clarification to the queries raised by the consulting firms during the Pre-Proposal meeting held on 02/11/2020 at SWSM office for the above mentioned RFP.

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
1	Section 2, Clause 4.1	<p>(c)Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.</p> <p>(d)Should have successfully completed at least ONE PMC/PMC/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.</p>	<p>We request the Client to kindly clarify on the following;</p> <ul style="list-style-type: none"> • We understand that any similar nature of assignment started before April 2013 and completed after April 2013, will be considered as eligible. • We understand that the assignment having contracting client as multilateral funding agency i.e. World Bank, ADB, JICA and implementing agency as Central/State Govt in India, will be considered as eligible. • We understand that the experience outside India shall be considered eligible. • We understand that ongoing assignments shall be considered eligible. <p>Please confirm.</p>	<p>As per invited RFP</p> <p>Yes</p> <p>No</p> <p>If the assignment is ongoing and completed minimum one year period and having consultancy fee for that duration is more than 2 Cr. will be considered.</p>

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2	Section 2, Clause 15.1 (b) II	(3) No. of assignment for Central / State Govt in preparing water policy in Water sector	Many governments have prepared water policies either by themselves or under existing technical assistance of a larger development aid programs. Many a times, such policy measures cuts across various strategic documents such as sector roadmap etc. Therefore, we request you to consider the following criteria: "No of assignment for Central / State Govt in preparing sector policy/O&M policy/tariff policy or policy implementation support or development of strategy roadmap for water sector."	As per invited RFP. "Preparing sector policy / O&M policy/tariff policy or policy implementation support or development of strategy roadmap for water sector etc." is expected under this clause.
3	Section 2, Clause 20.3	Refund of PG: The PG shall be refunded within six months from the date of successful completion of the contract	Request to reduce the time from six month to one month from the date of successful completion of the Contract for refund of PG.	As per invited RFP.
4	Section 2, Clause 22	Penalty Clause: The selected consulting firm shall render services strictly adhering to the milestones mentioned in contract. Any delay in achieving the milestones except approved by Client in writing shall attract a penalty of 1.0% of total value of contract value per week of the delayed services subject to a maximum of 10.0 % of the value of contract value. If the delay is beyond 30 days, then client has the right to issue the termination	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.0.	As per invited RFP.

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5	Section 5, Clause 5	<p>Proposed Team</p> <p>(A) The proposed team will include a Team Leader and a team of multi-disciplinary experts who are able to analyse, synthesize data and information and make appropriate suggestions for effective implementation of the program. The proposed team is as follows-</p> <ol style="list-style-type: none"> 1. Team Leader cum Project Management Expert 2. Infrastructure Expert 3. Finance Expert 4. Planning cum Community Expert 5. Data Analysis cum MIS Expert 6. GIS Expert 	Based on review of the scope of work vis-à-vis the proposed team, it is understood that certain aspects which are important to deliver the services and critical for effective implementation of the Jal Jeevan Mission require additional expertise which is not covered in proposed team. Therefore, to keep a fair playing ground for all the participants, we request that following domain experts to be added to the proposed team in the terms of reference i.e. Water Supply Expert, Hydraulic Design Expert, Institutional cum Capacity Building Expert, Social Safeguard Expert.	As per invited RFP.
6	Section 5, Clause 5 (A)	<p>(1) Team Leader cum Project Management Expert</p> <p>Education/ Specialization - Master's degree (MBA Preferable) with Bachelor's in engineering / Technology</p> <p>Experience –</p>	We request you to kindly remove the criteria on PRINCE 2 / PMP. Many good professionals working on similar nature assignments in water sector do not require such certifications in their day to day practice. Therefore, it reduces their chances of being considered for such positions and will restrict competition.	<p>Please note that PRINCE 2/ PMP certification is preferable but not mandatory</p> <p>Please see corrigendum</p> <p>Rest shall be remain same.</p>

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		<ul style="list-style-type: none"> • Minimum 8 years' overall experience • Should have 5+ years of experience in Government Advisory projects in Maharashtra in Managerial capacity • Should have 2+ years' experience in Rural Water Supply sector at Central/ State level • PRINCE 2/ PMC Certified Project Management Professional (PMP) preferable 	<p>We request to consider revising minimum qualification criteria as mentioned below;</p> <p>(1) Team Leader cum Project Management Expert</p> <p>Education/ Specialization - Master's in Planning/Engineering or MBA (preferable) with Bachelor's in engineering / Technology / Arts</p> <p>Experience -</p> <ul style="list-style-type: none"> • Minimum 8 years' overall experience • Should have 5+ years of experience in Government Advisory projects in Maharashtra in Managerial capacity • Should have 2+ years' experience working in Water Supply sector at Central/ State level 	
7	Section 5, Clause 5 (A)	<p>(2) Infrastructure Expert</p> <p>Education/ Specialization -</p> <ul style="list-style-type: none"> • Bachelor's in Civil engineering and Master's in Public Health Engineering/ Environmental Engineering/ Hydrology or relevant field • Should have relevant infrastructure implementation experience in Water 	<p>Based on review of the expected activities to be carried out by the expert as mentioned in the RFP, which does not entail responsibilities to undertake social, safeguard, and institutional assessment; for which client will have to consider including domain specific experts in the proposed team. So, we request to consider revising minimum qualification criteria as</p>	Please refer to Corrigendum

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		<p>supply sector</p> <p>Experience –</p> <ul style="list-style-type: none"> • Minimum 7 years of experience in Infrastructure or Development or relevant sector • Minimum 5 years' experience in technical aspects including DPR preparation, RFB finalization etc. with strong focus on operational and technical matters of infrastructure projects • Relevant experience in integration of procurement, financial, economic, social, institutional and safeguard requirements and issues in project design preferable 	<p>mentioned below;</p> <p>(2) Infrastructure Expert</p> <p>Education/ Specialization –</p> <ul style="list-style-type: none"> • Master's in Planning/Public Health Engineering / Environmental Engineering/ Hydrology or relevant field and Bachelor's in Civil engineering • Should have relevant infrastructure implementation experience in Water supply sector <p>Experience –</p> <ul style="list-style-type: none"> • Minimum 7 years of experience in Infrastructure or Development or relevant sector • Minimum 5 years' experience in technical aspects including DPR preparation, RFB finalization etc. with strong focus on operational and technical matters of infrastructure projects 	
8	Section 5, Clause 5 (A)	<p>(5) Data Analysis cum MIS Expert</p> <p>Education – MBA/ Master's in Statistics / Masters in relevant field and Bachelors' in Engineering/ Technology</p> <p>Experience –Minimum 07 years' experience in IT/ Data Analytics/ MIS/ Dashboard</p>	<p>As per the scope of work, the MIS experience in any infrastructure sector will be equally good for managing MIS in rural water sector as basic principles of data management and handling remains the same. Further, data analytics is a newly emerging field in rural water supply sector</p>	As per invited RFP

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		<p>development in multiple domains</p> <ul style="list-style-type: none"> • Minimum 05 years of experience in IT/MIS/Data Analytics/ Dashboard development in Government sector • Should have 2+ years specific Rural water sector MIS experience. 	<p>in India and not many professionals are working in this specialization in government advisory. Therefore, last criteria on MIS in rural water sector will restrict the competition. Thus, we request you to remove this sub-criterion as following:</p> <p>(5) Data Analysis cum MIS Expert</p> <p>Education –</p> <p>MBA or Master's in Statistics/Computer Application (MCA)/in relevant field or Bachelors' in Engineering/ Technology</p> <p>Experience –</p> <ul style="list-style-type: none"> • Minimum 05 years' experience in Data Analytics/ MIS/ Dashboard development in multiple domains • Minimum 03 years of experience in MIS/Data Analytics/ Dashboard development in Government sector 	
9	Section 6, GCC-Clause 7	<p>Location</p> <p>7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's</p>	<p>In view of the evolving situation due to COVID-19, we request to consider including below mentioned verbiage to the Clause:</p> <p>"If there are any circumstances that reasonably restrict or affect the ability of consultant's personnel to travel or to be</p>	As per invited RFP

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		country or elsewhere, as the Client may approve.	physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist"	
10	Section 2, Clause 21.1	The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected consulting firm shall arrange services within the specified period.	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.</p>	As per invited RFP
11	Section 2, Clause 22	Penalty Clause: The selected consulting firm shall render services strictly adhering to the milestones mentioned in contract. Any delay in achieving the milestones except approved	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>We understand that as per Contract Act,</p>	As per invited RFP

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		by Client in writing shall attract a penalty of 1.0% of total value of contract value per week of the delayed services subject to a maximum of 10.0 % of the value of contract value. If the delay is beyond 30 days, then client has the right to issue the termination notice.	<p>where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	
12	Section 2, Clause 21.8 and Section 6, SCC – Clause 23.1	<p>21.8 Limitation of Liability and</p> <p>23.1 Limitation of the Consultant's Liability towards the Client</p>	<p>Both the Clauses related to Limitation of Liability are contradictory. As per Clause 21.8 Liability is capped to 1X, however as per SCC Clause 23.1, liability is unlimited.</p> <p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MEITY. It is also the normal industry practice. We request to consider including the following Clause:</p> <p>"Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid /</p>	Please refer Corrigendum

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			payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	
13	Section 6, Clause 17.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.	Request you to include 'pandemic' in the definition of Force Majeure	As per invited RFP
14	Section 6, Clause 19 (c)	19.1. 4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/ expiry of the Contract.	As per invited RFP

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		cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.		
15	Section 6, Clause 19	Termination clause	<p>An objective and consultative process should proceed before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service-related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon termination, consultant should be paid for the services performed by consultant till the date of termination. Additionally, given our audit independence requirements, we would also require the right to terminate in circumstances where continued performance under this contract would breach our legal, professional or regulatory requirements.</p> <p>Further, upon termination we shall be paid</p>	As per invited RFP

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			for the work done till date of termination.	
16	Section 6, Clause 21	Conflict of Interest clause	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As per invited RFP
17	Section 6, Clause 22	22.1 Except with the prior written consent of the Client, 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.	<p>Exceptions to confidential information are not provided in the presented Clause.</p> <p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p>	As per invited RFP

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			<p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	
18	Section 6, Clause 22	22.1 Except with the prior written consent of the Client, 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.	<p>Parties to whom information can be disclosed is not documented in the presented Clause.</p> <p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors,</p>	As per invited RFP

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			officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.”	
19	-	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No such specific clause mentioned in RFP. However during consultancy period no information shall be disclosed by the consultant.

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20	Section 6, Clause 24	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 been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	As per invited RFP
21	Section 6, Clause 25	Accounting, Inspection and Auditing	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing	As per invited RFP

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			statement.	
22	Section 6, Clause 27	Proprietary Rights of the Client in Reports and Records	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MEITY in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-</p>	As per invited RFP

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			exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
23	Section 6, Clause 27	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.	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	As per invited RFP
24	Section 6, SCC- Clause 49	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in one's own case) and the	As per invited RFP

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		Clause GC 48 may be submitted by Consultant to Mission Director, State Water and Sanitation Mission. If disputes persist in such case an aggrieved party can approach Additional Chief Secretary (ACS) or Principal Secretary (PS), Water Supply and Sanitation Department (WSSD), Government of Maharashtra. The decision given by the ACS or PS shall be final.	provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	
25	-	-	<p>Provision of Clause related to COVID-19 situation:</p> <p>We request the client to consider including appropriate language on the lines below:</p> <p>“If there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us</p>	Considering Government restrictions related to COVID-19 situation / pandemic appropriate decision will be taken mutually by client and selected consultant.

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			under the Contract.”	
26	-	-	<p>Provision of Clause related to Third Party/ End Usage</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	As per invited RFP
27	Section 2, Clause 10.4	(k) Undertaking and declaration on blacklisting of consultant, please note blacklisted consultant shall not be consider for evaluation	<p>The Client is requested to confirm that entities which are not blacklisted / debarred at the time of the submission of bid are allowed to participate in the tender process.</p> <p>Kindly confirm.</p>	Please refer corrigendum
28	Section 3, FORM TECH-11	Declaration and Undertaking on Blacklisting Verbiage in paragraph 2 - We hereby declare and confirm that our firm is as on date NOT terminated/blacklisted/	We request you to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the	As per invited RFP

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		debarred in/by any Central Govt. / State Govt. / Board/ Public sector undertaking/Any state/central Govt. Organization, Urban Local body and/or its undertaking companies in last five years.	<p>bid, and delete the words " in the last five years" in the end , as the same is creating contradiction.</p> <p>Further we also understand only blacklisting status is required here and the word "terminated" is advertantly added. Request to please delete the same.</p> <p>Alternatively, with regards termination of contracts, we request the Client to allow us to clarify that termination, if any should not have been approved / upheld by any court decree or arbitral award against the Bidder.</p> <p>Further, given the large volume of work performed by Bidders, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients, however there should be no instance of any contract having been terminated on account of any determined non-performance.</p>	Termination should not be on the basis of quality and services provided by the Consulting firm.
29	Section 3, FORM TECH-11	Declaration and Undertaking on Blacklisting Verbiage in paragraph 4 - We further certify that no investigation by a regulatory authority is pending either against us or	We request to allow us to provide this declaration w.r.t current directors/managers/employees of the Bidder, who are proposed to be deployed on	As per invited RFP

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		against our Associates or against our CEO or any Director / Manager / Employees	the project and in reference to any investigation pending against them, in their official representation/capacity as employees of the Bidder, which if adversely determined, would impact the ability of Bidder to provide services under the aforementioned RFP.	
30	Section 2, Clause 10.4	b. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit work order /letter of award of contract /contract document along with the Completion certificate duly signed by the authorized official of the client for all the assignments mentioned in the proposal. (Form TECH-2, TECH -2 B (1 -4) of Section 3).	<p>We request you to accept following to substantiate completion of the projects;</p> <ul style="list-style-type: none"> Email confirmation from client; and/or Auditor certificate on completion of project 	<p>As per invited RFP</p> <p>In exceptional case, consulting firm may submit last invoice copy raised to the client. (only if the particular completion certificate is not available)</p>
31	Section 2, Part-II Data Sheet, Clause 12.2	12.2 Earnest Money Deposit (EMD) - Rs. 10,00,000/-payable via online payment gateway available on online e-tendering portal	Please allow us to pay EMD in the form of Bank Guarantee (BG).	Please refer Corrigendum
32	Section 2, Part-II Data Sheet, Clause 2.3 and 13.3	Submission End Date : 24/11/2020 Time: 3.30 PM	With festive holidays coming during immediately after the pre-proposal meeting and in order to allow bidders sufficient time to evaluate response to pre-bid queries, as well as for subsequent preparation of proposal document in response to any	Please refer Corrigendum

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			changes proposed in the RFP, we request the Client to consider extension of the bid submission deadline by 2 weeks..	
33	Clause 12.2 (Instructions to bidders)	The consultancy firm has to deposit EMD of Rs. 10,00,000/-payable via online payment gateway available on online e tendering portal	<p>As per MSME Act, if a Company is registered under MSME, while making application for Government Tenders, bidder is exempted from submission of Tender Cost / Fee, EMD /Bid Security & Security Deposit/Performance Security</p> <p>In line with the above, kindly grant an exemption/relax the criteria for payment of Bid Security and Performance Security for those bidders who are registered under MSME Act and have valid MSME Registration Certificate</p>	<p>ONLY Exemption in bid processing fee and EMD is applicable.</p> <p>(Eligible MSEs who are registered under MSME Act and have valid Registration Certificate are exempted provided that they should submit online valid relevant exemption document and necessary registration certificate to claim exemption, else their bids shall be rejected)</p> <p>Please refer Corrigendum.</p>
34	Point 6 of Clause 5 of Terms of References (Proposed Team)	Educational/Qualification for GIS Expert (Bachelor's in engineering or Computer Applications or Equivalent)	We request to allow Masters in Geoinformatics or Remote Sensing as educational/qualifications for GIS expert	Please refer to Corrigendum

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35	Section 2 Clause 4.1 a	Should be a Proprietary firm /Partnership firm/Private Limited/Limited Company / Corporate body legally constituted or Limited Liability Partnership Firm etc.	Request to allow firms/companies registered under society act. 1860	Please refer to Corrigendum
36	Section 2 Clause 4.1 b	Should have Minimum of Five (5) years of experience in providing services of PMC/PMU/PMA at Central/ State Govt.	As under Section 5 -Terms of Reference under clause 3 - scope of work point no. 1.2 talks about providing support in engineering design and technical support, so request to include firms/companies having experience in preparation of DPR and technical reports should be considered.	As per invited RFP
37	Section 2 Clause 4.1 C	Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	<p>1. As under Section 5 Terms of Reference under clause 3 scope of work point no. 1.2 talks about providing support in engineering design and technical support request to include firms/companies having experience in preparation of DPR and technical reports should be considered.</p> <p>2. Consider experience in support provided in terms of PMU/PMC/PMA at ULB/Planning authority level.</p> <p>3. Request to Include ongoing PMC/PMU/PMA assignments at Centre/State/ULB level having period more than 1 year or ongoing PMU/PMC/PMA</p>	<p>As per invited RFP</p> <p>Please refer corrigendum</p> <p>As per invited RFP</p>

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			<p>projects where more than 2 Cr billing is done.</p> <p>4. To give a fair chance to organizations/firms working in the sector of water/sanitation more than 10 to 15 years the experience after April 2013 will not provide clear picture of total experience of such organizations/firms in the field of water/sanitation so request to remove the period of work experience criteria or at least it should be increased to minimum last 10 years.</p>	As per invited RFP
38	Section 2 Clause 4.1 d	Should have successfully completed at least ONE PMC/PMC/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	Request to consider experience in PMU/PMC/PMA in water sector for Centre/State govt. from last 10 years	As per invited RFP
39	15. Evaluation of Technical Proposals 15.1(b) (1) and (2)	<p>15.1 (b) II (1) No of assignments in providing Project Management Consultancy for Central / State Govt having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year</p> <p>15.1 (b) II (2) No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector</p>	<p>We understand that duration of 1 year is that the project should be operational for at least 1 year.</p> <p>Please confirm.</p>	Yes

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year		
40	5. Proposed team 2. Infrastructure Expert	Relevant experience in integration of procurement financial, economic, social, institutional and safeguard requirements and issues in project safeguard design preferable	<p>We would like to submit that experience of financial and economics is very different from Social and Institutional. It is difficult to identify resource will all the experience together. As there is a community management expert who will bring in the social and institutional experience, we would request to modify the experience as below:</p> <p>“Relevant experience in integration of procurement financial, economic requirement preferable.”</p>	Please refer to Corrigendum
41	3.1.6. (a) GIS Support	(a) Support in Creating and maintaining data and/ or maps that can be combined with geographically referenced data for all project related works	<p>We understand that all cost related to procurement of GIS related software will be borne by the department.</p> <p>Please clarify.</p>	Yes.
42	SCC 45.1(b): Payment to consultants	The Consultant shall submit quarterly Invoices (Fee and Reimbursable) to the Client along with the detailed time sheets of each key and non-key professionals and thematic experts, if any.	<p>As the PMU will be deployed full time with the client, we would request to change the payment to on monthly basis.</p> <p>Please accept.</p>	As per invited RFP
43	2.3 & 13.3	Date of Submission	Considering the festive season, we would request to extend the date of submission by	Please refer to Corrigendum

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			2 weeks. Please accept.	
44	Instructions to Consultants Part-II, DATA SHEET	Last Date & Time for Online Receipt of Bids	Considering the scale of project, request for an extension of at least 3weeks after receipt of response to pre-bid queries for the submission of the proposal.	Please refer to Corrigendum
45	Instructions to Consultants Part - I Standard	Clause 6, Conflict of Interest	Please confirm whether there will be any conflict of interest with the recent RFPs floated from the same department namely, "Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra" for different regions". Please confirm if bidders can bid for both type of projects.	No.
46	Instructions to Consultants Part - I Standard, 4. Minimum eligibility Criteria & Data Sheet 1.3 Bid Invited	Minimum Eligibility Criteria	To strengthen the technical capabilities of the consultants, please allow Joint Venture	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	from			
47	Instructions to Consultants Part-II DATA SHEET	Clause 2.6 The Client will provide to the Consultant access to related information may be required for performing the assignment.	To estimate the quantum of the work required for the assignment, please share the available reports, maps and other relevant data.	As per invited RFP
48	Instructions to Consultants Part - I Standard, 4. Minimum eligibility Criteria	Minimum Eligibility Criteria	We understand that group credentials shall be considered for eligibility and marking purpose. Please confirm.	Only for the clause 4.1 b, c & d and corresponding marks. This is applicable only for the consulting firm (bidding entity only) applying as per clause 4.1a and corresponding corrigendum. (Only credentials of bidding entity will be considered for eligibility and technical evaluation)
49	17 Force Majeure a Definition		We request that following may also be added as definition of Force Majeure: epidemic, quarantine restriction, state-nation, or industry wide strike or lock-out, act of third party (other than a party's employees), future act or regulation of government(s), or other act of God. Please consider.	As per invited RFP
50	5. Proposed Team	Team Leader cum Project Management Expert	We hereby request to modify the experience requirement as below:	Please refer corrigendum

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		Should have 5+ years of experience in Government Advisory projects in Maharashtra in Managerial capacity	Should have 5+ years of experience in Government Advisory projects in India in Managerial capacity	
51		Infrastructure Expert Bachelor's in Civil engineering and Master's in Public Health Engineering/ Environmental Engineering/ Hydrology or relevant field	Please consider educational qualification as below: Bachelor's in Civil/ Environmental engineering and Master's in Public Health Engineering/ Environmental Engineering/ Hydrology or relevant Field	As per invited RFP
52	Liquidated Damages		We understand that liquidated damages shall be limited to 10 % of the consultancy fee. Please confirm.	As per invited RFP
53	Part 1 – Clause 4 –Minimum Eligibility Criteria – Sub-clause 4.1 d	Should have successfully completed at least ONE PMC/PMC/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	We believe that the term “water sector” duly signifies project management services essentially related to water supply, drinking water, sewerage / effluent and irrigation works in rural and urban areas. Furthermore, PMA / PMC / PMU engagements are also explored by Public authorities within water sector in view of bringing specialised knowledge over specific functions and such engagements vary based on nature and extent of the interventions required. In this regard, the Authorities are requested to kindly extend	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			the purview of 'water sector'.	
54	Part Experience 1- 1	No of assignments in providing Project Management Consultancy for Central / State Govt having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year 3 Assignments – 5 Marks More than 3 assignments - 5+ 1 additional mark for each additional assignment subject to maximum 10 marks 10 Marks	The scope of work expected by the selected consultant to deliver is high and this calls for more participants with vast PMC experience. We request that the points for this criterion can be increased to 15 marks, with additional projects getting 1 point. The suggestion is: 3 Assignments – 10 Marks More than 3 assignments - 10+ 1 additional mark for each additional assignment subject to maximum 15 marks 15 Marks in total	As per invited RFP
55	Part Experience 1- 2	No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year 10 Marks	We request for reduction in the consultancy fees requirement for additional water sector projects. If this is the case, more eligible water projects can be considered which are of higher impact, though fees are of slightly less magnitude. Suggested as: No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector having minimum consultancy fee of ₹2 Cr and duration not	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			less than 1 year for one major assignment and additional projects of 0.5 Cr or above. 1 Assignment of 2 Cr or above– 5 Marks More than 1 assignment - 5 + 2.5 additional marks for each additional assignments of 0.5 Cr or above subject to maximum 10 marks	
56	Part Experience 1- 3	No. of assignment for Central / State Govt in preparing water policy in Water sector 1 Assignment – 5 Marks More than 1 Assignment- 5+ 2.5 additional marks for each additional assignment subject to maximum 10 marks 10 Marks	Request to reduce the weightage of the criteria to 5 Marks and change it to contract administration. Contract Administration experience is more aligned during evaluation stage for the current PMA/PMC role. Inline to the same, we suggest the clause to be stated as follows: Number of assignments for Central / State Govt / Aiding Agencies in Procurement & Contracts Administration in water sector" 1 Assignment – 3 Marks More than 1 Assignment- 3 + 1 additional mark for each additional assignment subject to maximum 5 marks 5 Marks in total	As per invited RFP
57	Part Experience 1-	No. of assignment for Central / State Govt in rural water sector for institutional support,	Request for considering all water sector experience and not just rural for this	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	4	capacity building etc.	<p>criterion.</p> <p>Suggested change:</p> <p>“No of assignment for Central / State Govt / Multilateral Agencies in water sector for institutional support, capacity building, etc.”</p> <p>Note: “Water sector” duly signifies project management services essentially related to water supply, drinking water, sewerage / effluent and irrigation works in rural and urban areas</p>	
58	Data Sheet Point 12.2	<p>EMD</p> <p>Rs. 10,00,000/-payable via online payment gateway available on online e-tendering portal</p>	<p>It is requested EMD can be paid in the Bank Guarantee format since the amount is more than 1 Lakh and as per the GoM General Administration GR dated 28th March 2016 (सामान्य प्रशासन विभाग / शासन पूरकपत्र क्रमांक मातसं/नस्ती 2012/प्र.क्र.273/का.39, GR संकेतांक 201603281307377011), the bidder is allowed EMD in Bank Guarantee format.</p>	Please refer Corrigendum
59	45.1 (b)	The Consultant shall submit quarterly Invoices (Fee and Reimbursable) to the Client along with the detailed time sheets of each key and non-	Considering the time required to get the payment cleared and expenses to be incurred on salaries, it is requested that the Consultancy payment shall be paid on	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		key professionals and thematic experts, if any.	monthly basis instead of Quarterly basis. Consultant shall submit monthly Invoices (Fee and Reimbursable) to the Client along with the detailed time sheets of each key and non-key professionals and thematic experts, if any.	
60	4.1 (e)	Should have average annual turnover of at least Rs. 15 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements	It is requested to change the average annual turnover of at least Rs. 50 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements	As per invited RFP
61	Proposed Team 1 Team Leader cum Project Management Expert	<ul style="list-style-type: none"> • Minimum 8 years' overall experience • Should have 5+ years of experience in Government Advisory projects in Maharashtra in Managerial capacity • Should have 2+ years' experience in Rural Water Supply sector at Central/ State level • PRINCE 2/ PMC Certified Project Management Professional (PMP) preferable 	<p>We request the Client to modify the Clause as below for better participation:</p> <ul style="list-style-type: none"> • Minimum 8 years' overall experience • Should have 5+ years of experience in Government Advisory projects in Centre/State Governments in Managerial capacity • Should have 2+ years' experience in Water sector at Central/ State level • PRINCE 2/ PMC Certified Project Management Professional (PMP) preferable 	<p>Please note that PRINCE 2/ PMP certification is preferable but not mandatory</p> <p>Please see corrigendum</p>
62	Proposed Team	<ul style="list-style-type: none"> • Minimum 07 years' experience in 	We request the Client to modify the Clause	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	4 Planning and Community Management Expert	<p>implementing institutional reforms, capacity building and community outreach programmes etc.</p> <ul style="list-style-type: none"> • Should have 2+ years' experience of working in Water sector at National/ State level • Should have 2+ years' experience of working with Government of Maharashtra 	<p>as below for better participation:</p> <ul style="list-style-type: none"> • Minimum 07 years' experience in implementing institutional reforms, capacity building and community outreach programmes etc. • Should have 2+ years' experience of working in Water sector/WASH sector at National/ State/Urban Local Bodies level • Should have 2+ years' experience of working in Maharashtra 	
63	Proposed Team 5 Data Analysis cum MIS Expert	<ul style="list-style-type: none"> • MBA/ Master's in Statistics / Masters in relevant field and Bachelors' in Engineering/ Technology • Minimum 07 years' experience in IT/ Data Analytics/ MIS/ Dashboard development in multiple domains • Minimum 05 years of experience in IT/MIS/Data Analytics/ Dashboard development in Government sector • Should have 2+ years specific Rural water sector MIS experience 	<p>Since data analysis is a technical skill set, it should not be restricted to rural water sector. We request the Client to modify the Clause as below for better participation:</p> <ul style="list-style-type: none"> • MBA/ Master's in Statistics / Masters in relevant field and Bachelors' in Engineering/ Technology or any relevant field • Minimum 07 years' experience in IT/ Data Analytics/ MIS/ Dashboard development in multiple domains • Minimum 05 years of experience in IT/MIS/Data Analytics/ Dashboard development in Government sector 	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
64	General Query	<p>An Indian Consultant fulfilling the minimum eligibility criteria.</p> <p>No Joint Venture/ No Consortium Allowed.</p>	<p>We, believe in bringing sustainable outcomes through our engagements and we have leveraged best available knowledge within our capacity and beyond to deliver better results. Although most consulting firms carry substantial knowledge of technical consulting, specialized areas of policy framework and capacity building maybe leverages through support from boutique firms working exclusively in the sector.</p> <p>Authorities are requested to enable joint venture / consortium of parties for the bid to enable more competitive and result oriented proposals.</p>	As per invited RFP
65	General Query Terms of Reference Sub-Clause 1.4	Support in development/ preparation/ updating online Data analytics tools like dashboards for effective monitoring and reviewing the performance of schemes on set indicators. Such tools will also facilitate decision-making and refinement of outputs thereby encouraging a performance mindset	<p>We welcome Mission's decision in utilising technology in monitoring of works spread across Maharashtra through online dashboard.</p> <p>Although dashboard remains one of the key tools to enable proactive monitoring and informed decision making, development of such tools requires special infrastructure (server support, development & analytical platforms such as Power BI etc.) to be utilized for the entire duration of the</p>	Authorities shall provide necessary provisions for online dashboard development and maintenance

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			<p>engagement.</p> <p>The authorities are requested to clarify if the bidder needs to include such costs in their financial proposal or Authorities shall provide necessary provisions for online dashboard development and maintenance.</p> <p>Moreover, if bidders' have to provision for such costs, the payment structure needs to be revisited to have separate milestones for dashboard inline to the following:</p> <p>Submission of Dashboard Framework Structure and Formats – 30% of proposed cost for dashboard development.</p> <p>User Acceptance Test (UAT) – 40% of proposed cost for dashboard development</p> <p>Final Rollout – 30% of proposed cost for dashboard development</p>	
66	Part II DATA SHEET 1.3 Bid Invited from –	An Indian Consulting firm fulfilling the minimum eligibility criteria. NO Joint Venture/ No Consortium Allowed.	<p>Request for relaxation-</p> <p>1. Request you to kindly consider experience, technical project experience and credentials of the Organization and/or its parent company, subsidiaries/ sister concerns/ member firms. This will enable the department to leverage global</p>	As per invited RFP.

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			experience and global best practices. 2. Request you to also allow Consortium as the requirements and scope of work of the RFP may not be available with a single firm as it requires varied skills and Project Management expertise.	
67	Part II DATA SHEET	2.3 & 13.3 Date & Time for online Submission of Proposal Submission End Date: 24/11/2020	Request for relaxation- 1. Given the covid situation and public holidays, request you to kindly allow an extension of 2 weeks for submission of a compelling technical proposal	Please refer to Corrigendum
68	Instructions to Consultants Part - I Standard	4. Minimum eligibility Criteria b) Should have Minimum of Five (5) years of experience in providing services of PMC/PMU/PMA at Central/ State Govt	Request for clarification- Request you to kindly clarify if PMC/PMU/PMA experience with city corporations/ donor agency including bilateral and multilateral will be eligible under this criterion. Request you to clarify if global experience with Governments / donors shall be considered	Please see corrigendum Only Projects in India will be considered
69	Instructions to Consultants Part - I Standard	4. Minimum eligibility Criteria Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment period	Request for relaxation- Request you to kindly consider any program management PMA/PMC/PMU or technical assistance and support experience global organizations of Bidder or its parent entity	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		<p>should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.</p> <p>Should have successfully completed at least ONE PMC/PMC/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.</p>	<p>to be considered. Project credentials of the Bidder, Parent entity and its member firms to kindly be considered as this will enable the department to leverage global experience and global best practices.</p> <p>Request for clarification-</p> <p>Request you to kindly clarify if PMC/PMU/PMA experience with city corporations/ donor agency including bilateral and multilateral will be eligible under this criterion.</p> <p>Request you to clarify if global experience in water shall be considered.</p>	<p>Please see corrigendum</p> <p>Only Projects in India will be considered</p>
70	Instructions to Consultants Part - I Standard	<p>4. Minimum eligibility Criteria</p> <p>e. Should have average annual turnover of at least Rs. 15 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements. f. Should have positive net worth in each Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements</p>	<p>Request for relaxation-</p> <p>Request you to kindly consider experience of global organizations and allow Financial Turnover of Bidder or its parent entity to be considered. Project credentials of the Bidder, Parent entity and its member firms to kindly be considered as this will enable the department to leverage global experience and global best practices.</p>	As per invited RFP
71	15. Evaluation of	No of assignment for Central / State Govt in	Request for relaxation-	As per invited RFP.

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	Technical Proposals	preparing water policy in Water sector	This criteria is restrictive in nature as only few firms have this kind of niche experience. Moreover, JJM involves implementation support related PMC activities and less of preparing policy as the guideline is already released by GoI and the PMC may be expected to adopt and implement the policy. Hence request you to kindly relax this criteria to allow for experience in other critical aspects such as Alternate financing, blended financing in Water sector to check bidders global experience in innovative solutions around water sector which may be leveraged under JJM.	"Preparing sector policy / O&M policy/tariff policy or policy implementation support or development of strategy roadmap for water sector etc." is expected under this clause.
72	15. Evaluation of Technical Proposals	No of assignment for Central / State Govt in rural water sector for institutional support, capacity building etc.	Request for relaxation- Request you to kindly consider rural sector experience and not restrict to only water as this would allow for bidder to highlight scope for convergence and demonstrate capabilities of institutional support, capacity building etc. across other sectors which may be leveraged for JJM	As per invited RFP
73	6. Conflict of Interest	Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own	Will there be any conflict of Interest if the Bidder gets selected for both the works under JJM i.e. as Project Management Agency & as consulting firm for any of the region. May Please clarify.	No

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		corporate interests and act without any consideration for future work.		
74	4. Minimum Eligibility Criteria:	Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward.	May Please Modify to:- Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2010 onward.	As per invited RFP
75	Earnest Money Deposit (EMD):	The Consultant shall pay EMD amount as per as specified in the Part II of Data Sheet via online payment gateway available on online e- tendering portal.	May Kindly Consider the Payment of EMD via Bank Guarantee.	Please refer to Corrigendum
76	15. Evaluation of Technical Proposals : Experience – 35 Marks	3. No of assignment for Central / State Govt in preparing water policy in Water sector	May Kindly Consider the following No of assignment for Central / State Govt in preparing water policy/ Master plan in Water sector	As per invited RFP.
77	15. Evaluation of Technical Proposals : Experience – 35 Marks	4. No of assignment for Central / State Govt in rural water sector for institutional support, capacity building etc.	May Kindly Consider the following No. of assignment for Central / State Govt for institutional support, capacity building etc.	As per invited RFP
78	Part-II DATA SHEET	Date & Time for online Submission of Proposal Submission End Date: 24/11/2020 Time: 3.30 PM.	May Kindly be kept 2 weeks after Pre-Bid Query Clarifications.	Please refer to Corrigendum
79	Clause 4	Sub clause 4.1 c.: Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment period should not be less than 1 year and having consultancy fee more than	Sub clause 4.1 c.: Should have successfully completed at least THREE PMCs /PMUs /PMAs/Support Agency for Central/ State Govt/Local bodies/multilateral & bilateral funding agency from April 2013 onward. Each of the PMC/PMU/PMA/Support	As per invited RFP and related corrigendum

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		Rs. 2 Cr. for each of these projects.	Agency assignment period should not be less than 1 year and having consultancy fee more than Rs. 1 Cr. for each of these projects.	
80	Clause 4	Sub clause 4.1 d.: Should have successfully completed at least ONE PMC/PMU/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	Sub clause 4.1 d.: Should have successfully completed at least ONE PMC/PMU/PMA/Support Agency for Central/ State Govt/Local bodies /multilateral & bilateral funding agency from April 2013 onward. Each of the PMC/PMU/PMA /Support Agency assignment period should not be less than 1 year and having consultancy fee more than Rs. 1 Cr. for each of these projects.	As per invited RFP and related corrigendum
81	Clause 4	Sub clause 4.1 e.: Should have average annual turnover of at least Rs. 15 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements.	Sub clause 4.1 e.: Should have average annual turnover of at least Rs. 5 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements.	As per invited RFP
82	Clause 1.3	An Indian Consulting firm fulfilling the minimum eligibility criteria. NO Joint Venture/ No Consortium Allowed.	Please allow Joint venture / consortium and consider experience of both the partners for eligibility and evaluation.	As per invited RFP
83	4.1. b.	Should have Minimum of Five (5) years of experience in providing services of PMC/PMU/PMA at Central/ State Govt.	As the time period of proposed assignment shall be 36 months from the date of signing of the contract. It shall also be extended as per the need of the mission and being a State-wide large-scale project; we suggest that mission needs a reputed Project	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			<p>Management Agency with long track record in the past.</p> <p>Hence, we request for following change:</p> <p>Should have Minimum of Ten (10) years of experience in providing services of PMC/PMU/PMA at Central/ State Govt.</p>	
84	4.1. e.	Should have average annual turnover of at least Rs. 15 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements.	<p>As the proposed assignment is State-wide large-scale project implementing program for 89.26 lakh households from 27,492 GPs in Maharashtra in next 4 years via retrofitting/ augmentation/ new water supply schemes. We understand that Mission require a Project Management Agency with good financial credential and sustainability in order to provide high quality and stable Team during entire project duration.</p> <p>Hence, we request for following change:</p> <p>Should have average annual turnover of at least Rs. 100 Crore during Financial Years 2017-18, 2018-19 and 2019-20 (or) Financial Years 2016-17, 2017- 18 and 2018-19, based on audited financial statements.</p>	As per invited RFP
85	4.1. g.		As the proposed assignment is going to be implemented State-wide in its	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			<p>geographically and topographically diversified region such as Coastal, Western Ghat as well as Plain terrain for 89.26 lakh households from 27,492 GPs in Maharashtra in next 4 years via retrofitting/ augmentation / new water supply schemes; we understand that it is a large-scale project with diversified schemes, hence Mission require a Project Management Agency which has similar implementation experience in the past.</p> <p>Hence, we request for following additional Eligibility Criteria:</p> <p>Bidder to have PMU experience to implement multiple rural water supply schemes having estimated cost of more than Rs. 10,000 Crores.</p>	
86	15.1 b) I)	<p>Turn over -10 Marks Average Annual Turnover of the firm during Financial Years 2016-17, 2017- 18 and 2018-19 OR 2017-18,2018-19 & 2019-20</p> <ul style="list-style-type: none"> • >= INR 15 crore and < 20 crore - 5 marks • >= INR 20 crore and <25 crore - 6 marks • >= INR 25 crore and <30 crore - 7 marks 	<p>As the proposed assignment is State-wide large-scale project implementing program for 89.26 lakh households from 27,492 GPs in Maharashtra in next 4 years via retrofitting/ augmentation/ new water supply schemes. We understand that Mission require a Project Management Agency with good financial credential, sustainability in order to provide high quality and stable Team during entire</p>	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		<ul style="list-style-type: none"> • \geq INR 30 crore and $<$ 35 crore – 8 marks • \geq 35 crore and $<$ 40 crore – 9 marks • \geq 40 crore – 10 marks 	<p>project duration.</p> <p>We request for following Marking:</p> <ul style="list-style-type: none"> • \geq INR 100 crore and $<$ 125 crore – 5 marks • \geq 125 crore – 10 marks 	
87	15.1 b) II) 2	<p>No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year.</p> <p>1 Assignment – 5 Marks More than 1 assignment - 5 + 2.5 additional marks for each additional assignments subject to maximum 10 marks</p>	<p>As the proposed assignment is State-wide large-scale project implementing program for 89.26 lakh households from 27,492 GPs in Maharashtra in next 4 years via retrofitting/ augmentation/ new water supply schemes. We feel that a Project Management Agency with minimum 1 or 2 Project of similar experience would be good enough instead of having experience of multiple project of small scale. Hence, we request for following Marking:</p> <p>1 Assignment – 5 Marks,</p> <p>More than 1 Assignment -10 Marks</p>	As per invited RFP
88	15.1 b) II) 3	<p>No of assignment for Central / State Govt in preparing water policy in Water sector</p> <p>1 Assignment – 5 Marks More than 1 Assignment- 5+ 2.5 additional marks for each additional assignments subject to</p>	<p>As the proposed assignment is State-wide large-scale project implementing program for 89.26 lakh households from 27,492 GPs in Maharashtra in next 4 years via retrofitting / augmentation/ new water supply schemes. We feel that a Project Management Agency with minimum 1 Project of similar experience would be good</p>	As per invited RFP.

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		maximum 10 marks	<p>enough instead of having experience of multiple project of small scale. Hence, we request for following Marking:</p> <p>1 or more than 1 Assignment: 10 Marks</p>	
89		<p>Terms of References</p> <p>5. Proposed Team</p> <p>Sr.no.: 1.</p> <p>Key Personnel: Team Leader cum Project Management Expert</p> <p>Education/ Specialization:</p> <ul style="list-style-type: none"> • Master's degree (MBA Preferable) with Bachelor's in engineering / Technology • Should have experience of working in PMU / PMC projects at GoI or State level <p>Experience:</p> <ul style="list-style-type: none"> • Minimum 8 years' overall experience • Should have 5+ years of experience in Government Advisory projects in Maharashtra in Managerial capacity • Should have 2+ years' 	<p>As MBA is already mentioned in Education/ Specialization, we request that following requirement of experience to be removed</p> <ul style="list-style-type: none"> • PRINCE 2/ PMC Certified Project Management Professional (PMP) preferable 	<p>Please note that PRINCE 2/ PMP certification is preferable but not mandatory</p> <p>Please see corrigendum</p>

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		<p>experience in Rural Water Supply sector at Central/ State level</p> <ul style="list-style-type: none"> PRINCE 2/ PMC Certified Project Management Professional (PMP)Preferable 		
90		<p>Terms of References</p> <p>9. Payment Schedule</p>	<p>As the time period of proposed assignment shall be 36 months from the date of signing of the contract. It shall also be extended as per the need of the mission; hence we request for escalation of 10% per annum towards remuneration of experts on account of inflation and increments in staff salary costs.</p>	As per invited RFP
91	<p>Section - 6</p> <p>Standard Forms of Contract</p> <p>24</p>	<p>Insurance to be Taken out by the Consultant</p> <p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to takeis in place prior to commencing the Services as stated in Clause GCC 13.</p>	<p>Request you to consider the following amendments in the clause:</p> <p>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 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 been paid. The insurance coverage against the risks shall be as follows:</p>	As per invited RFP

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			(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];	
92	III Special Conditions of Contract 23.1	Limitation of the Consultant's Liability towards the Client (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law"	Request you to consider the following amendments: "Limitation of the Consultant's Liability towards the Client: (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 shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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;	Please refer to Corrigendum

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			(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law"	
93			<p>We request you to consider insertion of new clause as follows:</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	As per invited RFP
94	Part-II DATA SHEET ITC Clause No: 2.3 & 13.3	Date & Time for online Submission of Proposal. Submission End Date: 24/11/2020 Time: 3.30 PM	We request to extend the date of bid submission. It is to be kept three (3) weeks after the date of publishing the Pre-bid Clarifications and last Corrigendum-addendum.	Please refer to Corrigendum
95	Section - 5 Terms of Reference 5. Proposed Team	Key Personnel: Data Analysis cum MIS Expert MBA/ Master's in Statistics / Masters in relevant field and Bachelors' in Engineering/ Technology	The education expectation for MIS expert is on higher side. We request that MIS Expert could have education of MCA.	As per invited RFP
96	Section - 5	Key Personnel:	The education expectation for GIS expert is on higher side. We request that GIS Expert	As per invited RFP and

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	Terms of Reference 5. Proposed Team	Data Analysis cum GIS Expert Bachelor's in engineering or Computer Applications or Equivalent	could have education of Urban Planner/ Engineer/ MCA.	Corresponding corrigendum.
97	Part-II DATA SHEET, 12.2	Earnest Money Deposit (EMD): Rs. 10,00,000/- payable via online payment gateway available on online e-tendering portal	We request you to Kindly accept the Earnest Money Deposit (EMD) in the form of Bank Guarantee mode, as the amount is big and provide us the Bank details also i.e. Account Name, Account No., IFSC Code, Bank Name & Branch, etc.	Please refer to Corrigendum
98	22. Penalty Clause:	The selected consulting firm shall render services.....penalty of 1.0% of total value of contract value per week of the delayed services subject to a maximum of 10.0 % of the value of contract value . If the delay is beyond 30 days, then client has the right to issue the termination notice.	We request you to please remove the penalty clause	As per invited RFP
99	10.4 Technical Proposal	k. Undertaking and declaration on blacklisting of consultant, please note blacklisted consultant shall not be consider for evaluation	Please modify the clause as below; k. Undertaking and declaration on blacklisting of consultant, please note blacklisted consultant as on date shall not be consider for evaluation	As per invited RFP
100	Part-II DATA SHEET, 1.3	Bid Invited from: An Indian Consultant fulfilling the minimum eligibility criteria.	We request you to kindly allow a Consortium / Joint Venture of at least Two (02) firms for the important projects	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		NO Joint Venture/ No Consortium Allowed		
101	4. Minimum Eligibility Criteria	g. The consultancy firm should have office in Maharashtra	Please modify the clause as below; g. The consultancy firm should have office in Maharashtra must be registered and office in India.	As per invited RFP
102	Part-II DATA SHEET, 2.3 & 13.3	Date & Time for online Submission of Proposal Submission End Date : 24/11/2020 Time: 3.30 PM	We request you to please extend the submission date at least 21 days from the date of receipt of pre-bid reply.	Please refer to Corrigendum
103	Section 2, Instructions to Consultant, Clause No. 4 - Minimum Eligibility Criteria, 4.1-c, Page No. 7	Should have successfully completed at least THREE PMCs/ PMUs/ PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment periods should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	Client is requested to consider following for this particular criteria. Should have successfully completed/ on-going with 80% fee received at least THREE PMCs/ PMUs/ PMAs for Central/ State Govt/ ULBs from April 2013 onward. Each of the PMC/ PMU/PMA assignment periods should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	As per invited RFP
104			We understood that assignments like Smart City with different infrastructure components will also get consider under this criteria. Kindly confirm the same.	Yes
105			We understood that assignments from undertaking government subsidiaries will	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			also get consider for evaluation purpose. Kindly confirm the same.	And Corresponding corrigendum
106	Section 2, Instructions to Consultant, Clause No. 15 – Evaluation of Technical Proposal, Page No. 12	Criteria - No of assignments in providing Project Management Consultancy for Central/ State Govt having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year	Client is requested to consider completed/ ongoing projects with 80% fee received.	As per invited RFP
107	Section 2, Instructions to Consultant, Clause No. 15 – Evaluation of Technical Proposal, Page No. 12	No of assignment for Central / State Govt in rural water sector for institutional support, capacity building etc.	Client is requested to consider experience of institutional support, capacity building etc. of other infrastructure projects also from urban as well as rural areas.	As per invited RFP
108	Instructions to Consultants, Part II, Data Sheet, ITC Clause No. 1.3, Page No. 18	NO Joint Venture/ No Consortium Allowed.	Client is requested to allow JV with maximum three members.	As per invited RFP
109	Instructions to Consultants, Part II, Data Sheet,	Earnest Money Deposit – Rs. 10,00,000/-	Client is requested to reduce amount of Earnest Money Deposit to Rs. 5,00,000/-.	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
	ITC Clause No. 12.2, Page No. 18			
110	Instructions to Consultants, Part II, Data Sheet, ITC Clause No. 2.3 & 13.3, Page No. 18	Submission End Date: 24 th November 2020 by 03:30 PM.	Kindly extend the date of submission by at least 15 days from release of pre-bid responses.	Please refer to Corrigendum
111	4.1.c	Should have successfully completed at least THREE PMCs /PMUs /PMAs for Central/ State Govt from April 2013 onward. Each of the PMC/PMU/PMA assignment periods should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects.	<p>The Consultants request the Client to make more competitive modify the existing criteria as hereunder:</p> <p>“Should have successfully completed at least THREE PMCs /PMUs/PMAs for Central /State Govt from April 2013 onward. Each of the PMC /PMU/PMA /IE/IC/ Supervision Consultancy of Central / State Govt. infrastructure Project and assignment Pperiod should not be less than 1 year and having consultancy fee more than Rs. 5 Cr. for each of these projects”</p> <p>Please confirm the same</p>	As per invited RFP
112	15.1.b.II).1	No of assignments in providing Project Management Consultancy for Central / State Govt having minimum consultancy fee of Rs. 2 Crore and duration	<p>The Consultants request the Client to make more competitive kindly modify the existing criteria as hereunder:</p> <p>“No of assignments in providing Project Management Consultancy IE/IC/</p>	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		<p>not less than I year</p> <p>3 Assignments — 5 Marks</p> <p>More than 3 assignments - 5+ 1 additional mark for each additional assignments subject to maximum 10 marks</p>	<p>Supervision Consultancy of Central /State Govt infrastructure Project having minimum consultancy fee of Rs. 5 Crore and duration not less than I year</p> <p>3 Assignments — 5 Marks</p> <p>More than 3 assignments - 5+ 1 additional mark for each additional assignments subject to maximum 10 marks.</p> <p>Please confirm the same.</p>	
113	15.l.b. II).2	<p>No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year</p> <p>1 Assignment — 5 Marks</p> <p>More than 1 assignment - 5 + 2.5 additional marks for each additional assignments subject to maximum 10 marks</p>	<p>The Consultants request the Client to make more competitive kindly modify the existing criteria as hereunder:</p> <p>No of assignments in providing Project Management Consultancy/ experience in Monitoring Financial & Physical progress for Central /State Govt/PSU/and other Govt bodies in water sector having minimum consultancy duration not less than 1 year</p> <p>1 Assignment — 5 Marks</p> <p>2 or more assignment -10 marks</p> <p>Please confirm the same</p>	As per invited RFP
114	1.5.1.b.II).3	<p>No of assignment for Central / State Govt. in preparing water policy in Water sector</p> <p>1 Assignment — 5 Marks</p> <p>More than 1 Assignment- 5+ 2.5 additional marks for each additional assignments subject to maximum 10 marks</p>	<p>The Consultants request the Client to make more competitive kindly modify the existing criteria as hereunder:</p> <p>No of assignment for Central / State Govt. of preparation of Water Policy in Water Sector or DPR of Major Infrastructure Projects having Project Cost more than</p>	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
			<p>1000 Cr.:</p> <p>1 Assignment — 5 Marks</p> <p>More than 1 Assignment- 5+ 2.5 additional marks for each additional assignments subject to maximum 10 marks</p> <p>Please confirm the same</p>	
115	15.l.b.11).4	<p>No of assignment for Central / State Govt. in rural water sector for institutional support, capacity building etc.</p> <p>1 Assignment — 2.5 Marks</p> <p>More than 1 assignment - 5 Marks</p>	<p>The Consultants request the Client to kindly modify the existing criteria as hereunder:</p> <p>No of assignment for central / State Govt in water sector for institutional support , Capacity building etc. or having experience of in water supply project of Maharashtra.</p> <p>1 Assignment — 2.5 Marks</p> <p>More than 1 assignment - 5 Marks</p> <p>Please confirm the same</p>	As per invited RFP
116	Minimum Eligibility Criteria: 4.1 d	Should have successfully completed at least ONE PMC/PMC/PMA in water sector for Central/ State Govt from April 2013 onward. Each of the PMC/PMA assignment period should not be less than 1 year and having consultancy fee more than Rs. 2 Cr. for each of these projects	Please clarify that which type of water work consultancy has to be done.	As per invited RFP
117	Minimum Eligibility Criteria: 4.1 d	Earnest Money Deposit (EMD) Rs. 10,00,000/-payable via online payment gateway available on online e-tendering portal.	We requesting you to kindly accept the EMD in the form of Bank Guarantee	Please refer corrigendum
118	Clause 15.1 b II	No of assignments in providing Project Management Consultancy for Central /	Requesting you to kindly relax the PMC fee amount and also consider last 7 years	As per invited RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
		State Govt having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year	projects for the evaluation	
		No of assignments in providing Project Management Consultancy for Central / State Govt in Water sector having minimum consultancy fee of Rs. 2 Crore and duration not less than 1 year	Requesting you to kindly relax the PMC fee amount and also consider last 7 years projects for the evaluation	As per invited RFP
119	TOR Clause 3 1.1b Project Planning, Implementation, Management and Monitoring Support	Assist in reviewing and revising targets set in the annual action plan for the State to set optimistically achievable targets	Which type of target , please clarify	Please refer RFP
120	TOR Clause 3 1.1f Project Planning, Implementation, Management and Monitoring Support	Support in identification and shortlisting of ISAs and KRCs at the State level and develop relevant protocols for quality assessment and monitoring their activities at the village and district level.	which protocols	Please refer RFP
121	TOR Clause 3 1.1g Project Planning, Implementation, Management and Monitoring Support	Design and develop strategies for improving operation and maintenance of the schemes. Support in development of a State level rural water supply utility guidelines for promoting utility-based approach for operations and maintenance of these schemes.	who will do design	Please refer RFP

Sr. No	RFP Reference Clause	Clause as per RFP	Query	Reply to queries
122	TOR Clause 3 1.2f Project Planning, Implementation, Management and Monitoring Support	Assist in liaising and support activities with line ministries at the State and National Level.	To whom PMC should assist	Please refer RFP
123	TOR Clause 5 Proposed Team	Team Leader cum Project Management Expert Should have experience of working in PMU / PMC projects at GoI or State level Should have 2+ years' experience in Rural Water Supply sector at Central/ State level	Please consider key personnel who is having experience in private sector rather than govt. sector	As per invited RFP

Mission Director
Jal Jeevan Mission
State Water and Sanitation Mission