



**OFFICE OF THE COMMISSIONER  
GUWAHATI MUNICIPAL CORPORATION  
PANBAZAR: GUWAHATI-01**

No: GCS/NURM/357/14/pt viii/988

Date: 26/12/16

**Minutes of the Pre-Proposal Conference held on 12/12/2016 at 12.00 AM for the selection of Consultants for providing Technical Assistance in generating revenue through Value Capture Financing Tools**

The pre-proposal conference was held under the Chairmanship of Project Manager, Project Management Cell, GMC on 12/12/2016 at 12.00 AM at the Conference Hall of Guwahati Municipal Corporation, Panbazar.

The attendance sheet is attached at Annexure- A.

The reply to the queries raised by the Consultants in the meeting is as follows:

Sl No	RfP Reference & Page No	Queries / Suggestions	Remarks / Replies
1	41.2 <b>The payment schedule:</b> a) 10% - after acceptance/ approval of Inception Report: b) 20% - after acceptance/ approval of Draft Report 1. c) 20% - after acceptance/ approval of Draft Report 2. d) 20% - after acceptance/ approval of Final Report. e) 10% - after acceptance/ approval of Handholding Progress Report for the 1st month f) 10% - after acceptance/ approval of Handholding Progress Report for the 2nd month g) 10% - after acceptance/ approval of Handholding Progress Report for the 3rd month	With reference to the payment schedule, we would like to propose the following so that our cash flows support the assignment. a) 15% - after acceptance/ approval of Inception Report: b) 20% - after acceptance/ approval of Draft Report 1. c) 20% - after acceptance/ approval of Draft Report 2. d) 25% - after acceptance/ approval of Final Report. e) 10% - after acceptance/ approval of Handholding Progress Report for the 2nd month f) 10% - after acceptance/ approval of Handholding Progress Report for the 3rd month	No Change
2	<b>Scope of Services / Section 7.3 (2) / Page 53</b> Assess the existing VCF tools in the State and identify areas where VCF can be applied in following scenarios: <ul style="list-style-type: none"> <li>Coverage: Extending existing value capture tool from other parts of the State to the Smart City;</li> <li>Maximize Revenues: By changing existing rate structure in value capture tools of the State to enhance revenues.</li> <li>Scope: Compare with other States/Countries. Examine their relevance and appropriateness to the</li> </ul>	1) We understand that as part of the scope of work the consultant is required to review VCF tools used in other parts of the State, based on: <ul style="list-style-type: none"> <li>Information available in the public domain from secondary sources;</li> <li>and</li> <li>Information</li> </ul>	The scope has clearly been defined. There is no ambiguity.



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	<p>State/Smart City.</p> <ul style="list-style-type: none"> <li>➤ Apply small changes to existing VCF methods leading to big increase in revenues;</li> <li>➤ Identify new VCF tools leading to large revenue enhancement in the State in the short term and long term, especially in the Smart City.</li> <li>➤ Others</li> </ul>	<p>facilitated and made available by Guwahati Municipal Corporation (Client) Kindly confirm if this understanding is correct.</p> <p>2) We understand that as part of the scope of work the consultant is required to review VCF tools used in other states and countries, based on:</p> <ul style="list-style-type: none"> <li>- Information available in the public domain from secondary sources;</li> </ul> <p>Kindly confirm if this understanding is correct.</p> <p>3) We understand the identification and assessment of VCF potential (including identification of revenue sources enhancement of existing revenue sources, as applicable) would be limited to the jurisdiction of Guwahati Municipal Corporation/ Smart City. Kindly confirm if this understanding is correct.</p> <p>4) We understand that the comparison of VCF tools with other States/Countries would be for existing and new VCF tools.</p> <p>Kindly clarify the scope covered under the word "Others".</p>	
3	<p><b>Scope of Services / Section 7.3 (3) / Page 53</b> For each of the selected methods provide technical assistance to customize the VCF methods for the State and its ULBs.</p>	<p>We understand that the customization of VCF methods would be limited to the jurisdiction of Guwahati Municipal Corporation/Smart City and only standard</p>	<p>The scope has clearly been defined. There is no ambiguity.</p>





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		draft templates would be prepared for any legal/executive order, amendments to rules/regulations applicable for the State and its other ULBs. Kindly confirm if this understanding is correct.	
4	<b>Scope of Services / Section 7.3 (7) / Page 54</b> For each of the suggested VCF tools, the Consulting Firm will provide handholding support for implementation of the interventions, and also support in implementing changes in laws, government orders, bye laws, etc.	We understand that our role would be to identify the required changes in laws/ government orders and bye laws etc. and support the client in drafting the recommended amendments/ revisions. The final responsibility of getting the drafts approved would be that of the client and concerned departments. Kindly confirm if this understanding is correct.	The scope has clearly been defined. There is no ambiguity.
5	<b>Scope of Services / Section 7.3 (8) / Page 54</b> The Consulting Firm will also broadly study projects/modules/packages in the Smart City Proposals and recommend most appropriate VCF method(s) for the project which may be incorporated in the Detailed Project Reports and Financial Operation Plan of that project by the Smart City SPV.	We understand that the client, its advisors and other concerned departments shall provide details of various infrastructure projects/ modules/ packages in the Smart City Proposals (including the respective DPRs) and their costs for the analysis. Kindly clarify if this understanding is correct.	The scope has clearly been defined. There is no ambiguity.
6	<b>Section 2: Instructions to Consultants</b> <b>E. Data Sheet</b> C. Submission, Opening and Evaluation Clause 17.7 and 17.9 Page 25 The Proposals must be submitted no later than: Date: 26/12/2016 Time: 03.00 PM	In view of the year-end holidays and festive season, request you to kindly consider extending the due date of submission by two weeks in order to enable us to submit a comprehensive proposal meeting all the requirements of the RFP document.	The Proposals must be submitted no later than: Date: 10/01/2017 Time: 03.00 PM



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7	<p><b>Section 2: Instructions to Consultants</b> <b>E. Data Sheet</b> <b>B. Preparation of Proposals</b> <b>Clause 14.1.2 Page 28</b> Estimated input of Key Experts' time input : 24 person months</p>	<p>We understand that the estimated expert input in RFP is 24 person months. Does this mean that the effort estimation in the proposal submitted by the Consultants has be for 24 person months, or can it can vary upon the estimate of the consultant? Please Clarify.</p>	<p>The estimated expert input shall not exceed 24 Person months</p>
8	<p><b>Section 2: Instructions to Consultants and Data Sheet A. General Provisions</b> <b>B. Preparation of Proposals</b> <b>Specific Considerations</b> <b>Clause 14.1.3 Page 18</b> If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p>	<p>We understand that the estimated expert input stated in the Data Sheet is 24 person months. Does this mean that if the effort estimated by the Consultant is less or more than 24 person month then the financial proposal will be adjusted for 24 person months and then evaluated? Please Clarify.</p>	<p>The estimated expert input shall not exceed 24 Person months</p>
9	<p><b>Section 2: Instructions to Consultants and Data Sheet</b> <b>A. General Provisions</b> <b>3.c Conflicting Relationship Page 12</b> Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>	<p>We request that this clause be made applicable to the team members being proposed as part of the project. As, given the size and scale of operations of our firm, it may be difficult to confirm/ adhere to the clause</p>	<p>No Change</p>
10	<p><b>Standard Form of Contract</b> <b>II General Conditions of the Contract C. Obligation of the Consultant</b> <b>22. Confidentiality Page 18</b> 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</p>	<p>There is no defined term for confidentiality. We propose that the confidentiality obligations shall survive the termination of this Contract / completion of services for a</p>	





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	Experts make public the recommendations formulated in the course of, or as a result of, the Services.	period of one (1) year.	
11	<p><b>Standard Form of Contract II General Conditions of the Contract C. Obligation of the Consultant</b></p> <p><b>24. Insurance to be taken out by the Consultant</b></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 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.</p>	Deloitte has appropriate Insurance Policy covering Health and Life Insurance for its employees. It is requested that terms and Conditions may not mandate additional cover for the project.	No Change
12	<p><b>Standard Form of Contract II General Conditions of the Contract C. Obligation of the Consultant 25. Accounting, Inspection and Auditing Page 19</b></p> <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's Prevailing sanctions procedures.)</p>	Deloitte will have data/ information of other clients in its office and system and allowing access to audit them would be breach of confidentiality. Hence, we request that this clause is modified and limited to providing access to project office and project related documents	It is clearly mentioned that Bank shall inspect the Site and/or all accounts and records relating to the performance of the Contract only.
13	<p><b>Standard Form of Contract II General Conditions of the Contract C. Obligation of the Consultant 27. Proprietary Rights of the Client in Reports and Records Page 19</b></p>	There would be pre-existing IPR with Deloitte and that would continue to remain with the	No Change



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<p>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.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC</p>	company itself.	
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**Additional Commissioner,  
Guwahati Municipal Corporation,  
Panbazar, Guwahati -01**