

Clarification/ Modification/ Addendum in response to Pre-bid queries for RFP for Setting up of Project Monitoring Unit (PMU) for Implementation of Rural Water Supply Projects in Odisha against BID. No. EIC/RWS&S/ 01 /2025-26

S No.	Pre-Bid Queries by Bidders	Query	Response to Pre-bid Queries
1	3. Evaluation process 3.1. Eligible agencies The Bidder should be a Company/Firm/LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2018; (Documentary evidence in support to be provided)	We understand the minimum required eligibility as prescribed by the client and would like to request you to amend the clause as per recent times and not as per year 2018. Hence, request you to kindly amend the clause as below: "The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2025; (Documentary evidence in support to be provided)"	The clause is amended as below: "The Bidders should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2025; (Documentary evidence in support to be provided)"
2	Section 3: Evaluation Process, Sub section 3.2 (e) Key Personnel; Page no 17 As per the sub section 3.2 (e) Key Personnel, Position#1 Team Leader Minimum Experience: 12 Years' experience in Infrastructure Government Advisory Projects with 7 years' experience as a Team Leader. However, section sub section 3.2 (f) Technical Evaluation Criteria for team leader mentions Minimum Experience: 10 Years' Experience in Infrastructure Government Advisory Projects with 7 years' experience as a Team Leader – 2 marks for meeting the criteria	Request you to kindly clarify, if the minimum experience for the Team leader for the is 10 or 12 years.	Section 3(f) i.e. "Technical Evaluation Criteria" SI No. 2.A row 2(Page No. 20) may be read as below: Minimum Experience: 12 Years' Experience in Infrastructure Government Advisory Projects with 7 years' experience as a Team Leader
3	D) Technical Evaluation Criteria, 1. Bidder Credentials (C), Page No. 20. Experience in PMU related assignment in Rural Water Supply sector of long-term nature (more than 24 months) with a fee of at least Rupees	Please indicate the breakup of 10 marks for this evaluation criteria, how many projects are required to secure the maximum 10 marks. Please clarify.	2 marks for each assignment.

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	One Crore. (Documentary evidence in the form of Signed Agreements) – 10 MARKS		
4	Annexure – V, Page No. 28. Format For Financial Capability Of The Consultant Note: 2) Certificate from Statutory Auditor for certifying the turnovers with valid UDIN is to be produced.	We understand that Annexure V can be certified by Consultant's Chartered Accountant (CA) also. Please clarify / confirm.	Certificate from Statutory Auditor for certifying the turnovers with valid UDIN is to be produced.
5	2.4. Contract And Payment Terms, Page No. 11. The contract shall be a lump sum contract and payment to consultant will be made on a monthly based on manpower deployed. The payment will be made on submission of the Monthly Progress Report at the end of every month.	Requesting you to consider making consultant's payment within 30 days on receipts of invoices. Please confirm.	Payment will be made by the Authority preferably within 60 days from the receipt of invoice.
6	2.13. Financial Bid, Page No. 13. The agency should quote lump sum monthly professional fee for consulting services that shall include all out of pocket expenses excluding applicable GST for the first year (12 months) of the contract. The monthly professional fee will be enhanced 10% per annum for subsequent years on a cumulative basis.	Please confirm whether GST is applicable for this consultancy assignment.	GST shall be governed by the applicable laws.
7	Page no.8, Clause No. (2) Instructions to Bidders, 2.1 General In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as an	Since this is consultancy project of 3 years duration, we wish to clarify unincorporated JV/ Sub-consultancy shall be allowed as per standard procurement guidelines. Kindly confirm	The bidder may participate as a Sole Firm or as a JV/ Consortium subject to meeting the criteria as mentioned in the RFP document. The last paragraph of Clause 2.1 (Clause 2, Instruction to Bidders) shall be read as below.

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	individual (the "Sole Firm") or as a Joint Venture (the "JV"). No Consortium of firms and Sub-Consultancy is allowed in response to this invitation.		The detailed description of the scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as an individual (the "Sole Firm") or as a Joint Venture/Consortium (the "JV"). The Applicant may include a Sub-Consultant entity only for positions for Program Management Experts to be deployed in RWS&S Circles
8	Program Management Experts (RWS&S Circles) Minimum Experience: 3 Years' experience in Program management, advisory in infrastructure projects	Minimum 5 Years' experience in Program management, advisory in infrastructure projects	The term Bidder (the "Applicant") means the Sole Firm or JV, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Number of members in a JV/ Consortium shall not exceed 2 (two). Bidders are advised that the selection of Consultancy firm shall be on the basis of an evaluation by RWS&S through the Selection Process specified in this RFP.
9	Page 16, Clause 3.2 In case the Applicant is a Joint Venture, it shall comply with the following additional requirements: Number of members in a Joint Venture shall not exceed 2 (two) Indian Companies and either of the member in the Joint Venture should be a	1) We understand that a local partner from Odisha means a firm that has a physical office in Odisha. Please confirm. 2) We understand that the consortium member can support in bidder credentials as	The experience of Program Management Experts (RWS&S Circles) may be read as below: Minimum Experience: 5 Years' experience in Program management, advisory in infrastructure projects A local partner means a firm registered under the Registrar of Companies (ROC), Cuttack, Odisha and should have Odisha the GSTIN. The Joint Bidding Agreement is enclosed as Annexure-2

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	local partner from Odisha. (the Application should contain the information required for each Member of the Joint Venture) b) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 80% requirement of clause No. 3.1(b) above. The nomination(s) shall be supported by a Power of Attorney, as per the format, signed by all the other Members of the Joint Venture; other member (s) shall meet at least 20% of clause No. 3.1(b) above. For avoidance of doubt, it is further clarified that the Joint Venture must collectively and individually satisfy Clause 3.1(b) of the RFP. c) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defects liability obligations; d) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; ii) clearly outline the proposed roles and responsibilities, if any, of each member;	well as providing key personnel to meet the technical evaluation criteria jointly. 3) We request you to kindly provide format for Joint Bidding Agreement	Clause Page 16, Clause 3.2 may be read as below: In case the Applicant is a Joint Venture/ Consortium, it shall comply with the following additional requirements: a) Number of members in a Joint Venture/ Consortium shall not exceed 2 (two) Indian Companies and either of the member in the Joint Venture/ Consortium should be a local partner from Odisha. (the Application should contain the information required for each Member of the Joint Venture/ Consortium) b) Members of the Joint Venture/ Consortium shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 80% requirement of Clause No. 3.1(b) & 3.1(c) above. The nomination(s) shall be supported by a Power of Attorney, as per the format, signed by all the other Members of the Joint Venture/ Consortium; other member (s) shall meet at least 20% of Clause No. 3.1(b) and Clause 3.1(c) above. For avoidance of doubt, it is further clarified that the Joint Venture/ Consortium must collectively and individually satisfy Clause 3.1(b) and Clause 3.1(c) of the RFP. c) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defects liability obligations; d) Members of the Joint Venture/Consortium shall have entered into a binding Joint Bidding

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10	Page 11, Clause 2.3, Point no. 5, sub point 4 and 6 Create training calendars based on the capacity building plan, facilitate in creation of training modules and facilitate in training programmes. Facilitate in Documentation, learning exchange visits and other knowledge management support required from time to time.	We would like to clarify that the cost related to such training/programs to be undertaken by the Department. We understand that all out-of-pocket expenses shall be paid on reimbursable basis. Please confirm.	Agreement, substantially in the form specified at Appendix-V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: i. convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture/ Consortium; ii. clearly outline the proposed roles and responsibilities, if any, of each member; iii. include a statement to the effect that all members of the Joint Venture/ Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Project until the completion of the Project and iv. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement The cost of such training programs will be borne by RWSS. RWSS&S will not reimburse any out-of-pocket expenses.
11	(e) Key Personnel, Page No. 17. The PMU team will comprise of 9 (nine) Key Professionals at the State Level and Supporting Staffs such as 7 (seven) Project Management Experts (RWSS&S Circles). The Key	Please provide the man-month wise break up for the indicated positions of the required PMU team.	The PMU will be stationed at the client location for a period of 3 years. The bidders have to quote lumpsum as per the BOQ.

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	Professionals at the State Level will be based at Office of E.I.C, RWS&S, Bhubaneswar and the Project Management Experts (RWS&S Circles) will be based at the circle headquarters.		
12	(c) Key Personnel, Page No. 17. The PMU team will comprise of 9 (nine) Key Professionals at the State Level and Supporting Staffs such as 7 (seven) Project Management Experts (RWS&S Circles). The Key Professionals at the State Level will be based at Office of E.I.C, RWS&S, Bhubaneswar and the Project Management Experts (RWS&S Circles) will be based at the circle headquarters.	Please confirm whether office space at Bhubaneswar for Key Professionals at the State Level with all required furniture, computers, printers, etc. facilities will be provided by client for entire project duration. Please confirm whether office space at RWS&S Circles level for Project Management Experts with all required furniture, computers, printers, etc. facilities will be provided by client for entire project duration.	Yes, office space with furniture will be provided to the PMU. The Bidder has to provide laptops to the key professionals and Project Management Experts for carrying out the assignment.
13	2.6. Submission of Bids The envelopes (Cover-1&2) should be super-scribed as “RFP for Setting up of Project Monitoring Unit (PMU) in RWS&S Organisation under PR&DW Department, Government of Odisha – Technical Bid/Financial Bid” as the case may be. Bid Security and RFP document fee shall be submitted in the Technical Bid envelope	We would like your kind authority to please address the discrepancy in the name of the work provided in the RFP. The name of the work provided on the first page of the RFP is different from the name mentioned in under clause 2.6 of Submission of Bids. Hence, we request you to kindly clarify.	The clause is amended as below: The envelopes (Cover-1&2) should be super-scribed as “RFP for Setting up of Project Monitoring Unit (PMU) for Implementation of Rural Water Supply Projects in Odisha – Technical Bid/Financial Bid” as the case may be. Bid Security and RFP document fee shall be submitted in the Technical Bid envelope
14	Page no.8, Clause No. (2) Instructions to Bidders, 2.1 General In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as an individual (the “Sole Firm”) or as a Joint Venture (the “JV”).	Since this is consultancy project of 3 years duration, we wish to clarify unincorporated JV shall be allowed as per standard procurement guidelines. Kindly confirm	In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as an individual (the “Sole Firm”) or as an unincorporated Joint Venture or Consortium (the “JV”).
15	Additional Clause “Dispute resolution mechanism Clause”	RFP is silent on dispute resolution mechanism. We propose to include a clause	The dispute resolution will be held in accordance with the Rules of Arbitration of the International

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		that the contract will be governed by laws of India and disputes will be subjected to exclusive jurisdiction of Courts in India, for international bids.	Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the parties, and shall be subject to the provisions of the Arbitration and Conciliation Act.
16	Additional Clause "Confidentiality"	Consultants propose additional language as follows: "Consultant may retain such portion of the Confidential Information including its working papers that is required for compliance with its statutory, regulatory or professional conduct obligations"	The clause for Settlement of Dispute will be suitably incorporated in the Agreement. The Clause regarding Confidentiality shall be included in the Agreement as below: Confidentiality: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement".
17	Additional Clause "Termination Clause "	The Consultant may terminate this Agreement if the Client commits a material breach of its terms or fails to make payments	The Clause regarding Termination shall be included in the Agreement as below:

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		as stipulated under the contract. Termination shall be effective upon written notice to the Client after a reasonable cure period.	Termination: "The Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations".
18	Additional Clause "Limitation of liability clause"	We would request the authority to kindly add the Limitation of liability clause not exceeding the total contract value under the Terms of Reference	The Clause regarding Limitation of Liability shall be included in the Agreement as below: Limitation of Liability: "Authority (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Authority (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services".
19	Additional Clause "Retention of copies of confidential information"	We would request the authority to kindly add the Retention of copies of confidential information clause, which is required for legal or professional regulatory purposes, under the Terms of Reference	Please refer to No. 14 above on Confidentiality.

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20	Additional Clause “Reports and Materials”	Inclusion of Reports and Materials Clause	Reports and Materials: Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement (“Reports”), other than information provided by the Authority, are for Authority’s internal use only (consistent with the purpose of the particular Services) including Authority’s board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority’s organization. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Authority reflected in them).
21	Page 9, Clause 2.3 Scope of work (i) The PMU shall play a key role in large scale procurement of works and services undertaken by RWSS under JIM, BASUDHA, OMBADC, NRDWP, 4th SFC, RIDF programmes etc	We understand that monitoring NRDWP is not applicable as the same is no longer operational. Please confirm.	The clause may be read as below: The PMU shall play a key role in large scale procurement of works and services undertaken by RWSS under JIM, BASUDHA, OMBADC, 4th SFC, RIDF programmes etc
22	Page 10, Clause 2.3 Scope of work (iv) Given the nature of work, it is envisaged that, PMU unit may use online monitoring tools like dashboards for effective monitoring and	We understand that any software/tool used to achieve program objectives will be provided by the client. We understand that it does not involve development of any technical	The bidder will facilitate in development of technical platform/software/solution as part of this assignment. However, the PMU is not required to undertake development of such platforms or software/ solution.

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	reviewing the performance of schemes on set indicators. Such tools will also facilitate decision -making and refinement of outputs thereby encouraging a performance mindset	platform/software/solution as part of this assignment. Please confirm.	
23	Section: 3: Evaluation Process; Sub Clause: (D): Technical Evaluation Criteria; Sl. No 1: Bidder Credentials, Sl: B Experience in PMU related assignments of long-term nature (more than 12 months) with any State/ Central Government Departments/ Govt. undertakings/ PSUs in India in the past five years with a fee of at least Rupees One Crore	We kindly request the client to consider ongoing or completed assignments such as CLTC (City Level Technical Cell)/PDMC (Project Development and Management Consultant)/similar PMU (Program Management Unit) roles under central government programs like AMRUT, Smart Cities, and PMAY as eligible experience under the stated criteria. These assignments are long-term in nature (typically exceeding 12 months), involve deployment of technical and managerial professionals, provide end-to-end implementation support to ULBs and state departments, include regular coordination with government bodies, and often have contract values exceeding ₹1 crore. Given their scope, structure, and alignment with PMU responsibilities, they fulfil the intent of the experience requirement and should be considered accordingly.	RFP conditions remain unchanged
17	Section: 3: Evaluation Process; Sub Clause: (F): Technical Evaluation Criteria; Sl. No 1: Bidder Credentials, Sl: C Experience in PMU related assignment in Rural Water Supply sector of long-term nature (more than 24 months) with a fee of at least Rupees One Crore	We kindly request the client to consider PMU/CLTC/PDMC/PMC assignments undertaken in the Rural Water Supply sector as eligible experience under the specified criteria, as these assignments are typically of long-term nature (often exceeding 24 months), involve comprehensive technical, managerial, and implementation support, and generally meet or exceed the financial threshold of ₹1 crore. These roles align closely with the scope and responsibilities	RFP conditions remain unchanged

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18	1.3. Overview Of The Bidding Process, Page No. 5 and 2.2 Bid Security, Page No. 8. Bid Security should be submitted in the form of Bank Guarantee from any Nationalised or Scheduled Bank in favor of "Engineer-in-Chief, RWSS Odisha, Bhubaneswar" payable at Bhubaneswar.	expected from a PMU, including planning, monitoring, capacity building, and coordination with government bodies. Allowing such relevant assignments will encourage wider participation from experienced firms and lead to a more competitive, techno-economically sound bidding process, ultimately ensuring better value and outcomes for the project. Please provide the Bank Guarantee Format .	The Bank Guarantee format is attached as Annexure-I
19	The firm should have undertaken at least 2 (two) infrastructure program management related assignments of long-term nature (not less than 24 months) for the State/Central Government in the last five years with a fee of at least Rupees One Crore.	We request the Authority to revise the clause to the following: "The firm should have undertaken at least 2 (two) infrastructure program management related assignments of long-term nature (not less than 24 months) for the State/Central Government/ urban local bodies/parastatals/ Donor Agencies etc. in the last five years with a fee of at least Rupees One Crore.	RFP conditions remain unchanged
20	Documentation, Knowledge Management and Information Dissemination, Page No. 11. (V) Documentation, Knowledge Management and Information Dissemination	As per TOR, Social and Capacity building expert is required in Key Expert Position. Please review and confirm.	RFP conditions remain unchanged

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21	- Develop capacity building plan for RWSS and identify training areas with respect to technology, quality monitoring systems, procurement and contract management, service level benchmarking etc. - Create training calendars based on the capacity building plan, facilitate in creation of training modules and facilitate in training programmes. - Provide handholding support for monitoring IEC activities.		
22	2.4. Contract And Payment Terms, Page No. 11. The contract shall be a lump sum contract and payment to consultant will be made on a monthly based on manpower deployed. The payment will be made on submission of the Monthly Progress Report at the end of every month. (e) Key Personnel- Key Professional Staffs, Page No. 17-19. Position # 1: Team Leader Position # 2: Program Management and Policy Expert Position # 3 & 4: Procurement & Contract Management Expert (2 Nos.) Position # 5 & 6: Finance Expert (2 Nos.) Position # 7 & 8: MIS Expert (2 Nos.) Position # 9: Infrastructure Expert	We request the to consider this consultancy assignment as Time based contract and payment based on deployment of experts as per actuals on monthly basis. We understand the CVs of these 9 evaluated positions Only are required to be submitted in the Technical Proposal and CVs of 7 supporting staffs are not required to be submitted at this stage. Please confirm.	RFP conditions remain unchanged CVs of all Key Professional Staffs including Project Management Experts has to be submitted in the technical bid.
23	3.1. Eligible Agencies, Page No. 16. (c) The bidder should have a minimum five (5) years of experience in providing PMU services to State/Central Government in drinking water supply sector (Documentary evidence in the form of Signed Agreements);	We request to consider minimum Ten (10) years of Experience in providing PMU / Project Management Consultant (PMC) / Project Development and Management Consultant (PDMC), Design Supervision Consultant (DSC), Construction Consultant (CS) to State/Central supervision	RFP conditions remain unchanged.

S No.	Pre-Bid Queries by Bidders	Query	Response to Pre-bid Queries
24	3.1. Eligible Agencies, Page No. 16. d) The firm should have undertaken at least 2 (two) infrastructure program management related assignments of long-term nature (not less than 24 months) for the State/Central Government in the last five years with a fee of at least Rupees One Crore (Documentary evidence in the form of Signed Agreements).	Government for drinking water supply projects. Further to Program Management related assignments, we also request to consider the PMU / Project Management Consultancy (PMC), Project Development and Management Consultant (PDMC), Design Supervision Consultant (DSC), Construction supervision (CS) assignments of minimum two infrastructure projects Completed in the last 10 years as well as Ongoing projects with project progress of more than 24 months completed and received consultancy fee of at least Rupees One Crore. Please confirm.	RFP conditions remain unchanged.
25	3.2. In case the Applicant is a Joint Venture, Page No. 16. b) For avoidance of doubt, it is further clarified that the Joint Venture must collectively and individually satisfy Clause 3.1(b) of the RFP.	We understand that this clause is applicable for the points 3.1 (b), 3.1 (c) and 3.1 (d) also under Eligible Agencies and the Joint Venture must collectively satisfy these 3 Eligible clauses. Please clarify.	Please refer to S No 7 above
26	3.2. In case the Applicant is a Joint Venture, Page No. 16. Payments to JV.	Please clarify whether the client will make payments to the Lead member and JV Partner separately or will it be processed directly to the Lead Partner. We request to make separate payment to the Lead Partner & the respective JV partners. Please confirm.	In case of a Bidder is participating in a JV/ Consortium, the payment will be made to the Lead Member directly.
27	3.2. In case the Applicant is a Joint Venture, Page No. 17. d) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-	Please share the Form Appendix-V, Jt. Bidding Agreement format.	Please refer to Annexure-II of the response to queries

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	V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:		
28	Key Professional Staffs, Pg. 17. Team Leader: B. Tech in Civil Engineering with MBA	We request to also consider as B. Tech in Civil Engineering with MBA or master's degree in relevant field. Please confirm.	RFP conditions remain unchanged
29	Key Professional Staffs, Page No. 18. Program Management and Policy Expert: MBA/ Masters in Social Science/ Planning	We request to also consider as MBA/Masters in Social Science/ Planning / Project Management or relevant field. Please confirm.	RFP conditions remain unchanged
30	Key Professional Staffs, Page No. 18. Procurement & Contract Management Expert: 5 Years' experience as a Procurement Expert in Infrastructure Government Advisory Projects	We request to also consider as 5 Years' experience as a Procurement Expert in Infrastructure Government Advisory Projects or externally funded projects. Please confirm.	RFP conditions remain unchanged
31	Key Professional Staffs, Page No. 18. Finance Expert (2 Nos.): MBA in Finance or Chartered Accountant. 6 Years' as a Finance Expert in Infrastructure Government Advisory Projects	We request to also consider as MBA in Finance or Chartered Accountant 6 Years' as a Finance Expert in Infrastructure Government Advisory Projects or externally funded projects. Please confirm.	RFP conditions remain unchanged
32	Support Staffs, Page No. 19. Program Management Experts (RWS&S Circles): MBA / M. Tech or equivalent. 3 Years' experience in Program management, advisory in infrastructure projects	We request to also consider as MBA / M. Tech or equivalent with 3 Years' experience in Program management, advisory in infrastructure projects / externally funded projects. Or B. Tech or equivalent 5 Years' experience in Program management, advisory in	RFP conditions remain unchanged

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		infrastructure projects / externally funded projects. Please confirm.	
33	3. EVALUATION PROCESS (f) TECHNICAL EVALUATION CRITERIA 2. Key Personnel Credentials A.) Procurement & Contract Management Expert Qualification: Master's degree in engineering or MBA	We request that the criteria be modified to: Qualification: Bachelor's degree in engineering	RFP conditions remain unchanged
34	(f) Technical Evaluation Criteria, 1. Bidder Credentials (A), Page No. 20. Experience in infrastructure program management related assignments of long term nature (not less than 24 months) for the State/Central Government in the last five years with a fee of at least Rupees One Crore (Documentary evidence in the form of Signed Agreements);	Further to Program Management related assignments, we request the client to also consider projects with scope related to Project Management Consultant (PMC), Project Development and Management Consultant (PDMC), Design Supervision Consultant (DSC), Construction supervision (CS), in sectors like Water Supply, Sanitation and Sewerage, Transport, Energy, Urban Infrastructure and Social Infrastructure project Completed in the last 10 years as well as Ongoing projects with project progress of more than 24 months completed and received consultancy fee of at least Rupees One Crore. Please confirm.	RFP conditions remain unchanged
35	(f) Technical Evaluation Criteria, 1. Bidder Credentials (B), Page No. 20. Experience in PMU related assignments of long term nature (more than 12 months) with any	Further to PMU related assignments, we request the client to also consider projects with scope related to Project Management Consultant (PMC), Project Development and Management Consultant (PDMC), Design Supervision Consultant (DSC),	RFP conditions remain unchanged

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	State/ Central Government Departments/ Govt. undertakings/ PSUs in India in the past five years with a fee of at least Rupees One Crore (Documentary evidence in the form of Signed Agreements)	Construction supervision (CS), in sectors like Water Supply, Sanitation and Sewerage, Transport, Energy, Urban Infrastructure and Social Infrastructure project Completed in the last 10 years as well as Ongoing projects with project progress of more than 24 months completed and received consultancy fee of at least Rupees One Crore. Please confirm.	
36	J) Technical Evaluation Criteria, 1. Bidder Credentials (C), Page No. 20. Experience in PMU related assignment in Rural Water Supply sector of long term nature (more than 24 months) with a fee of at least Rupees One Crore. (Documentary evidence in the form of Signed Agreements)	Further to PMU related assignments in Rural Water Supply sector, we request to also consider projects with scope related to Project Management Consultant (PMC), Project Development and Management Consultant (PDMC), Design Supervision Consultant (DSC), Construction supervision (CS), in sectors like Water Supply, Sanitation and Sewerage, Transport, Energy, Urban Infrastructure and Social Infrastructure project Completed in the last 10 years as well as Ongoing projects with project progress of more than 24 months completed and received consultancy fee of at least Rupees One Crore. Please confirm.	RFP conditions remain unchanged
37	General Clauses. Mobilization advance.	Kindly consider 10% of the Contract Value as Mobilization advance against submission of interest free Advance Bank guarantee. Kindly confirm.	No mobilization advance will be provided.
38	General Clauses. General- Project Cost	Please furnish the project cost.	This is a PMU assignment and not a works contract or supervision assignment for works project
39	Annexure – VI, Page No. 29.	Please mention the maximum Page limit for this Approach & Methodology annexure.	No page limit.

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	Description Of Approach & Methodology And Work Plan For Undertaking The Assignment		
40	Annexure – VIII, Page No. 31.	Please mention the maximum page limit for each CV.	No page limit
	Annexure – VIII: Format Of Curriculum Vitae (CV) For Proposed Key Personnel.		
41	General Clauses. General Conditions of Contract (GCC). Special Conditions of Contract (SCC).	Kindly share the GCC and corresponding SCC applicable for this consultancy assignment.	The Agreement will be shared with the selected bidder.
42	Section 3: Evaluation Process, Sub section 3.2 (e) Key Personnel/Support Staff; Page no 19 Support staff (total 7 nos), Program Management Experts (RWS&S Circles).	Do we have to submit CV's for support staff as well in the technical proposal, please clarify.	Please refer to S No. 21 above
43	Section 3: Evaluation Process, Sub section 3.2 (f) Technical Evaluation, Key Personnel, 2C, Procurement & Contractor Management Expert (2 Nos) Required Experience: 7 Years' experience as a Procurement Expert in Infrastructure Government Advisory Projects and Rural Water Supply Projects	Should the key personnel have experience of 7 years in both the areas ie., Infrastructure Government Advisory and Rural Water Supply Projects respectively or total 7 years of experience including these above mentioned areas. Request you to kindly clarify.	As mentioned in the RFP document
44	3. EVALUATION PROCESS (f) TECHNICAL EVALUATION CRITERIA 2. Key Personnel Credentials A.) Team Leader Required Experience: 15 Years' Experience in Infrastructure Government Advisory Projects with 10 years' experience as a Team Leader	The minimum required work experience is 15 years, with at least 10 years as a Team Leader. However, there are very few qualified experts who have served exclusively as Team Leaders for 10 years within their 15 years of experience. In view of this, we kindly request the client to consider reducing the required experience as Team Leader to 5 years , to allow for broader participation of capable professionals.	RFP conditions remain unchanged
45	3. EVALUATION PROCESS (f) TECHNICAL EVALUATION CRITERIA	Considering the overall scope of the project, we kindly request the client to	RFP conditions remain unchanged

S No.	Pre-Bid Queries by Bidders	Query	Response to Pre-bid Queries
	2.Key Personnel Credentials B.) Team Leader Required Experience: Experience as Team Leader in similar rural water supply PMUs	consider Team leaders experience in Urban Water supply also.	
46	3. EVALUATION PROCESS (f)TECHNICAL EVALUATION CRITERIA 2.Key Personnel Credentials C.) Program Management Expert Qualification: MBA/ Masters in Social Science/ Planning	We request that the criteria be modified to: MBA/ master's in social science/ planning/Engineering/ other relevant field	RF-P conditions remain unchanged

All other terms and conditions of the bidding document remains unaltered.


Engineer-in-Chief,
RWSS (O)

Memo No. 7636 /dt. 17-06-2025

Copy submitted to Additional Secretary, E-Governance Cell, Panchayati Raj & Drinking Water Department (GoO) for display in the website
<https://panchayat.odisha.gov.in>.


Engineer-in-Chief,
RWSS (O)

Annexure – 1

FORMAT FOR BID SECURITY IN FORM OF BANK GUARANTEE

To
The Engineer-in-Chief
Rural Water Supply & Sanitation, Odisha
Jal O Parimal Bhawan
Unit – V, Bhubaneswar, Odisha.
Pin Code: 751001
Email: cerwssodisha@gmail.com

WHEREAS M/s, having its registered office at
(hereinafter called “the Consultant”) has undertaken, in pursuance of RFP issued vide Bid Ref
No..... for Request for Proposal (RFP) For Setting up of Project Monitoring Unit (PMU) for
Implementation of Rural Water Supply Projects in Odisha (herein after called “the RFP”).

AND WHEREAS it has been stipulated by you in the said RFP that the Consultants shall furnish you
with a Bank Guarantee by a Scheduled/ Nationalised Bank , for the sum specified therein as Bid
Security for compliance with his obligations in accordance with the work;

AND WHEREAS we have agreed to give the consultant such a bank guarantee:

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the
consultant, up to a total of (Rupees), such sum being payable in the
types and proportions of currencies in which the Contract Price is payable, and we undertake to pay
you, upon your first written demand and without cavil or argument, any sum or sums within the limits
of (Rupees) as aforesaid without your needing to prove or to show
grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting
us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be
performed there under or of any of the contract documents which may be made between you and the
consultant shall in any way release us from any liability under this guarantee and we hereby waive
notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution
of the consultants or of the Bank.

This guarantee shall be valid for a period of 180 (One Hundred Eighty) Days i.e. up to

This Bank Guarantee shall be enforceable at Bhubaneswar, Odisha

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to (Rupees) and the guarantee shall remain valid till Unless a claim or a demand in writing is made upon us on or before at all our liability under this guarantee shall cease.

This guarantee is non-assignable and non transferable

Signature and Seal of the Guarantor

In presence of

Name and Designation 1.

(Name, Signature & Occupation)

Name of the Bank

Address 2.

(Name & Occupation)

Date _____

ANNEXURE-2
Format for Joint Venture Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the..... day of..... 20...

AMONGEST

1 {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)} The above-mentioned parties of the FIRST, {SECOND} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

(A) [.....] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "**Applications**") by its Request for Proposal No dated(the "**RFP**") for qualification of bidders for <Name of the Project> (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(A) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract with the Authority for performing all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the commencement of work under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the, RFP and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India/ Odisha}.

9-2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
LEAD MEMBER
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

In the Presence of:-

1.

2