

Pre-Bid Clarifications
Selection of Agency for Setting up Project management Support Unit (PMSU) for implementation of skill training program for Rural Masons under ORMAS (special projects)

RFP No 2834 Dated: 19th October 2019

Name of the Agencies Participated during the Pre-Bid Conference : 1. Luminous Infoways Pvt. Ltd. 2. Enns & Young LLP 3. Grant Thornton India 4. PWC India 5. Indian Society for Training & Development

RFP Page No.	RFP Clause No.	RFP Headings	RFP Original Clause	Queries of the bidder	Clarification / Amendments Recommended
4	Section 1 (letter for Invitation)	Address for Submission	Please submit your proposal in below mentioned address by post/ speed post/ courier/ Tender box: The Chief Executive Officer, Odisha Rural Development & Marketing Society, SIRD Campus, Unit-8 Bhubaneswar, Pin Code: 752012 E-mail: ormasdq@gmail.com	We, request ORMAS to accept the Bid through Hand delivery also.	No change
20	Section 2 Clause E (Drastrate et)	EMD	Bidder participating in the bidding process must furnish an earnest money deposit (EMD) of INR 1 Lakh in the form of a Bank Guarantee in the name of ORMAS valid for a period of 90 days for Technical Proposal opening in the format provided in the Annexure. The EMD of bidders shall be refunded soon after final acceptance of bid and award of contract • The EMD taken from the bidder shall be forfeited in the following cases:- • When the bidder withdraws his bid proposal after opening of bids. • When the bidder does not execute the agreement after placement of order within the specified time. • When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.	We request ORMAS to please provide NSIC exemption for the EMD submission, we are registered in NSIC as MSME firm.	No change
23	Section 2 Clause E (Drastrate et)	Eligibility Criteria - Point no. 2	The Bidders should have a have an annual average turnover of INR 100 Crores turnover from Indian operations in business consulting services in each of the previous three financial years (FY 2015-16, 2016-17 and 2017-18.)	We request ORMAS to reduce the turnover from INR 100 Crores to 25 Crores, so More Odia Origin Company can bid for this bidder. By doing this Odia companies can get the boost from ORMAS.	The Turn Over has been modified to Rs. 40 Crore in each of the year in last three financial years as on 31st March 2019, (2016-17, 2017-18 and 2018-2019)
23	Section 2 Clause E (Drastrate et)	Eligibility Criteria - Point no. 3	The bidder should have an average positive net worth of INR 25 Crores in the previous three financial years (FY 2015-16, 2016-17 and 2017-18)	We request ORMAS to reduce the Positive net worth from INR 25 Crores to 10 Crores.	The positive networth has been modified to 10 Crore as on 31st March 2019 (2016-17, 2017-18 and 2018-2019)

23	Section 2 Clause E (Database et)	The Bidder must have on its rolls consulting staff of at least 300 technically qualified personnel in the area of consulting services for Program / Project Management, HR management, Financial Management, Capacity Building, Security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services as on 31st March 2019.	We request ORMAS to please generalise this clause, we request you to please amend the no from 300 to 150 in technically qualified personnel in the area of consulting services for Program / Project Management, HR management, Financial Management, Capacity Building, Security and IT procurement, IT related works as on 31st March 2019.	Experience of Project Management in Government Projects in India with (Central/ State Government Department /Agency or Donor funded project in India) for which it should have executed / under execution advisory projects in excess of INR 5 Crores each as contract value, as a Lead Bidder as part of a contract (including extension contract if any) in the last 5 years-1 project = 2 marks Maximum 10 marks	The Bidder must have on its rolls consulting staff of at least 100 technically qualified personnel in the area of consulting services for Program / Project Management, HR management, Financial Management, Capacity Building, Security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services as on 31st March 2019.	We request ORMAS to please generalise this clause, we request you to please amend the no from 300 to 150 in technically qualified personnel in the area of consulting services for Program / Project Management, HR management, Financial Management, Capacity Building, Security and IT procurement, IT related works as on 31st March 2019.	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ skill development project/ smart city project/ Swach Bharat Mission project Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).
23	Section 2 Clause E (Database et)	Experience of Project Management in Government Projects in India with (Central/ State Government Department /Agency or Donor funded project in India) for which it should have executed / under execution advisory projects in excess of INR 10 Crores each as contract value, as a Lead Bidder as part of a contract (including extension contract if any) in the last 5 years-1 project = 2 marks Maximum 10 marks	We request ORMAS to please amend these criteria, By these Marking criteria very few bidder's can bid this tender. So we request you to please reduce the project cost value from INR-10 Crores to 3 Crores at least.	Experience of Project Management in Government Projects in India with (Central/ State Government Department /Agency or Donor funded project in India) for which it should have executed / under execution advisory projects in excess of INR 10 Crores each as contract value, as a Lead Bidder as part of a contract (including extension contract if any) in the last 5 years-1 project = 2 marks Maximum 10 marks	We request ORMAS to please amend these criteria, By these Marking criteria very few bidder's can bid this tender. So we request you to please reduce the project cost value from INR-10 Crores to 3 Crores at least.	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ skill development project/ smart city project/ Swach Bharat Mission project Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ skill development project/ smart city project/ Swach Bharat Mission project Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).
23-24	Section 2 Clause E (Database et)	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects. Note: For experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project	We request ORMAS to please generalise this clause, so more bidder's can bid for this tender and also Odia Origin firms can bid for this tender. We request to please amend the clause as below. " Experience of managing PMU/PMC/TSA/TSU in Government/Central Government/State Gov etc in India only"	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects. Note: For experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project	We request ORMAS to please generalise this clause, so more bidder's can bid for this tender and also Odia Origin firms can bid for this tender. We request to please amend the clause as below. " Experience of managing PMU/PMC/TSA/TSU in Government/Central Government/State Gov etc in India only"	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects. Note: For experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects. Note: For experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project
24	Section 2 Clause E (Database et)	Minimum 1 year of project experience of field level implementation of DDU-GKY program as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)	We request ORMAS to please generalise this, it is more inclined to specific Bidder's who has this specific experience. Please we request you to Amend this clause. " Minimum 1 year of project experience of field level implementation of DDU-GKY/ It related program as a PMU/PMC/TSA/TSU "	Minimum 1 year of project experience of field level implementation of DDU-GKY program as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)	We request ORMAS to please generalise this, it is more inclined to specific Bidder's who has this specific experience. Please we request you to Amend this clause. " Minimum 1 year of project experience of field level implementation of DDU-GKY/ It related program as a PMU/PMC/TSA/TSU "	Minimum 1 year of project experience of field level implementation of DDU-GKY / skill development project/ Skill development mission as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)	Minimum 1 year of project experience of field level implementation of DDU-GKY / skill development project/ Skill development mission as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)
24	Section 2 Clause E (Database et)	Experience of managing large scale programs in Odisha with a value of more than INR 2 Cr. each 1 project = 2 marks Maximum 8 marks	We request ORMAS to Amend this clause, " Experience of managing large scale programs in Odisha/ India with a value of more than INR 1 Cr each project	Experience of managing large scale programs in Odisha with a value of more than INR 2 Cr. each 1 project = 2 marks Maximum 8 marks	We request ORMAS to Amend this clause, " Experience of managing large scale programs in Odisha/ India with a value of more than INR 1 Cr each project	Experience of managing large scale programs in Odisha with a value of more than INR 1 Cr each	Experience of managing large scale programs in Odisha with a value of more than INR 1 Cr each
36	Section 3 Technical Proposal Standard Forms	curriculum vitae	We request ORMAS to please confirm how many CV we need submit for this bid.	curriculum vitae	We request ORMAS to please confirm how many CV we need submit for this bid.	The agency shall submit all the CV of Key Experts and Non-key experts. However the CV of only Team leader shall be evaluated. Note: State Level staff are known as Key Experts and District level staff are known as Non-key Experts	The agency shall submit all the CV of Key Experts and Non-key experts. However the CV of only Team leader shall be evaluated. Note: State Level staff are known as Key Experts and District level staff are known as Non-key Experts

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5	Section 1 (detailed) crucial dates for invitation of RFP for the Assignment)	Amendment of RFP to be published (if any) - Within 7 days of Pre-bid Meeting End Date and Time of submission of RFP- 20th November 2019 by 3 PM	It is requested that at least 21 days are provided for submission of the response to RFP by interested bidders from the date of publishing the Pre Bid Responses. This will allow the bidders sufficient time to draft the responses and complete the sourcing requirements effectively.	Pls refer the Corrigendum Notice.
21	Section 2 Clause E (Datashi et)	Preparation of Proposals- 13.9 (Datashi et) The bidder has to be a single entity. All key experts should be in the payroll/direct contract of the bidder. Sub-contracting of only Non-key Experts/ District Coordinators are allowed. However, all responsibilities towards scope of work and deliverables of these positions shall be on the bidder.	Does the bidder need to form a consortium with all subcontractors and seek ORMAS's approval at the stage of proposal submission? Or, can bidders hire subcontractors as and when needed with the progress of the project and seek ORMAS's approval for each individual entity?	The Bidder has to be a single entity. All key experts should be in the payroll/direct contract of the bidder. Sub-contracting is not allowed.
21	Section 2 Clause E (Datashi et)	Time cost of the Key Experts to be provided in the Financial Proposal All TA/DA as ORMAS permissible shall be additional and will be reimbursed to Agency as per the guidelines of Govt. of Odisha. Office facility shall be provided by ORMAS / Govt. of Odisha.	It is requested that the applicable TA/DA guidelines of ORMAS, Government of Odisha are provided. It may also be clarified whether TA/DA shall be extended to the District Coordinators or not. Further, the Key Experts and Non-Key Experts asked for in the proposal needs to be mapped to the designations stated in the TA / DA guidelines of ORMAS, Government of Odisha.	All key experts and non-key experts are applicable for TA/DA as per the prescribed guidelines to be provided by ORMAS. The guidelines shall be provided to the successful agency.
23,24	Section 2 Clause E (Datashi et)	Firm Qualification and Experience- Point no. 2 Experience of managing large scale PMU/PMC/TSU for facilitating housing projects. Note: For experience of managing large scale PMU/PMC/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project. 1 project = 3 marks Maximum of 9 marks National level project = 1 marks Maximum of 3 marks	It is requested that since the number of projects / engagements for facilitating housing projects at the national level for any single Bidder is very limited, it is requested that the 2nd part of the criteria (national projects) may be relaxed suitably. Further, since the engagement will be in the field of Skill Development, it is requested that experience of Skill Development Projects at the national level may also be added as a new criterion. Suggestive criteria for facilitating housing projects: • Experience of managing large scale PMU/PMC/TSU for facilitating housing Projects • 1 project = 1 mark, Maximum of 4 marks • In case any of the projects is at the national level, then 1 additional Mark, Maximum of 1 mark. Maximum of 5 marks for the above criterion Suggestive criteria for facilitating skill development projects at the national level: • Experience of managing large scale PMU/PMC/TSU for facilitating Skill Development Projects at the National Level • 1 project = 1.5 marks, Maximum of 6 marks • In case any of the projects is related to DDU-GKY, then 1 additional Mark, Maximum of 1 mark. Maximum of 7 marks for the above criterion	Experience of managing large scale PMU/PMC/TSU for facilitating housing projects/ skill development project/ smart city project/ Swach Bharat Mission project Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).








24	Section 2 Clause E (Data sheet et)	I. Firm Qualification and Experience (Point no. 3)	Minimum 1 year of project experience of field level implementation of DDU-GKY program as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)	Request: Since the number of projects / engagements for any single Bidder as PMU/PMC/TSA/TSU with any SRLM is very limited, it is requested that experience with SSDMS is also included as a part of this criteria. Suggestive Clause shall be as follows: Experience of working in Skill Development domain at State Level during the last 5 years as PMU/PMC/TSA/TSU • 1 project = 1 mark, Maximum of 6 marks • Additional 1 mark is the engagement is with a State Rural Livelihood Mission, Maximum of 3 marks Maximum of 9 marks for the above criterion	Minimum 1 year of project experience of field level implementation of DDU-GKY / skill development project/ Skill development mission as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)
24	Section 2 Clause E (Data sheet et)	II. Key Experts' qualifications and competence for the Assignment	Key Experts' qualifications and competence for the Assignment: (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks	From this point, it is understood that CV of only the Team Leader shall be scored and CVs of other Key Experts shall not be scored. It is requested to kindly confirm the same.	Yes
47	Section 5 Terms of Reference (Sl. No.1- Civil Engineer cum Team Leader)	Team required for the assignment (Sl. No.1- Civil Engineer cum Team Leader)	Qualification - B.Tech/M.Tech in Civil Engineering with Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent, Professional Experience- 1. Minimum seven (07) years of experience in project management, stakeholder management with 3 years of experience in Civil Engineering. 2. Experience in handling similar-skill implementation assignments in large scale projects 3. Experience of working in Government projects 4. Good written and spoken skill in English, Hindi and Odia language is desirable	It may be difficult to find a suitable candidate who has Civil Engineering Background with Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent also having Skill Development experience. Such Qualification and Experience may be desirable, however, should not be made as entry criteria. This will restrict bringing in the best talent pool from across the country, with rich and diverse experience in the Skills domain. Suggestive Clause that may be considered: Team Leader Qualification: Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent Professional Experience: 1. Minimum seven (07) years of experience in project management, stakeholder management. 2. Experience in handling similar-skill implementation assignments in large scale projects 3. Experience of working in Government projects 4. Good written and spoken skill in English and Hindi. Knowledge of Odia language is desirable.	Qualification - B.Tech/M.Tech in Civil Engineering with Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent, Professional Experience- 1. Minimum seven (07) years of experience in project management, stakeholder management with 3 years of experience in Civil Engineering. 2. Experience of working in Government projects 3. Good written and spoken skill in English, Hindi and Odia language is desirable
47	Section 5 Terms of Reference (Sl. No.2- Civil Engineering Coordinator)	Team required for the assignment (Sl. No.2- Civil Engineering Coordinator)	Qualification - B.Tech/ M.Tech in Civil engineering. In addition an MBA / PGDBM will be preferred. Professional Experience - 1. Minimum five (05) years of experience in Civil Engineering or M.Tech with (03) years having demonstrated experience in handling similar assignments in large scale project. 2. Experience of working in Government projects 3. Good written and spoken skill in English, Hindi & Odia language is desirable.	Such Experience may be desirable, however, should not be made as entry criteria. This will restrict bringing in the best talent pool from across the country, with rich and diverse experience in the Skills domain. In this case "demonstrated experience in handling similar assignments in large scale project" seems restrictive. Suggestive Clause that may be considered: Civil Engineering Coordinator B.Tech / M.Tech in Civil engineering. In addition an MBA / PGDBM will be preferred. 1. Minimum five (05) years of experience in Civil Engineering or M.Tech with (03) years with (03) years 2. Experience of working in Government projects 3. Good written and spoken skill in English and Hindi. Knowledge of Odia language is desirable.	No change







48	<p>Section 5 Terms of Reference</p> <p>Team required for the assignment (Sl. No.3- Finance Coordinator)</p>	<p>Qualification - CA Inter/CWA Inter /MBA Finance/ PGDBM (Finance) Professional Experience - 1. Minimum 5 years of experience in general and 3 years of experience in managing overall financial, audit and accounts matter of large firms/ large scale Government/ PSU/ Semi Government schemes or projects</p> <p>2. Experience in handling similar skill implementation assignments in large scale projects</p> <p>3. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure, etc along with the financial statement ie ability to establish recognized procedures to account for fund use</p>	<p>Point No. 2 of Experience i.e., "Experience in handling similar skill implementation assignments in large scale projects" seems restrictive for a person with Finance background. Suggestive Clause that may be considered:</p> <p>CA Inter/CWA Inter /MBA Finance/ PGDBM (Finance)</p> <p>1. Minimum 5 years of experience in general and 3 years of experience in managing overall financial, audit and accounts matter of large firms/ large scale Government/ PSU/ Semi Government schemes or projects</p> <p>2. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure, etc along with the financial statement ie ability to establish recognized procedures to account for fund use.</p>	<p>Qualification - CA Inter/CWA Inter /MBA Finance/ PGDBM (Finance) Professional Experience - 1. Minimum 5 years of experience in general and 3 years of experience in managing overall financial, audit and accounts matter of large firms/ large scale Government/ PSU/ Semi Government schemes or projects</p> <p>2. Experience in handling similar Rural Development assignments in large scale projects</p> <p>3. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure, etc along with the financial statement ie ability to establish recognized procedures to account for fund use</p>
49	<p>Section 5 Terms of Reference</p> <p>Team required for the assignment (Sl. No.6- District Coordinators)</p>	<p>Qualification - Graduate (in any stream) with PGDCA or DCFACC 'A' Level in the reputed and recognized institute.</p>	<p>For District Coordinators, it is suggested that the following Qualification is considered:</p> <p>B.Tech./BE/BCA/MCA/Graduation in Computer Science /Graduate with at least one-year certification course in IT/Computer Applications from Govt/Private institutes.</p>	<p>No change</p>
Legal Clause	<p>Confidentiality of contents</p>	<p>Not specified in the RFP</p>	<p>It is suggested that the following clause on Confidentiality is incorporated in the Agreement: 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.</p>	<p>already mention at Clause 19, page no.15 in the RFP document.</p>
Legal Clause	<p>Intellectual Property Rights</p>	<p>Not specified in the RFP</p>	<p>It is suggested that the following clause on IPR is incorporated in the Agreement:</p> <p>Selected Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Selected Agency own in performing the Services. Notwithstanding the delivery of any Reports, Selected Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Selected Agency compile and retain in connection with the Services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p>ORMAS shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.</p>

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	<p>Termination of Contract for Failure to Become Effective : If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> <p>Termination By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause.</p> <p>(d) If the Consultant, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Consultant submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Employer".</p> <p>(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.</p> <p>(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(h) If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).</p> <p>By the Consultant : The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Client".</p>		<p>It is suggested that the following clause on Termination is incorporated in the Agreement:</p> <p>Selected Agency may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Selected Agency reasonably determine that Selected Agency can no longer provide the Services in accordance with applicable law or professional obligations.</p>	<p>Not specified in the RFP</p>	<p>Termination of Contract by the Agency</p>
<p>Grant Thornton</p> <p>Section 1 (letter for invitation)</p> <p>4</p>	<p>A firm will be selected under Quality & Cost Based Selection (QCBS), weight-age shall be given 80% on Technical and 20% on financial proposal. The details is given later part of this RFP.</p>	<p>Currently, the approach and methodology and the Technical presentation have 40 marks attributed to them. Further, the parameters on which marking would be provided on these two parameters are also not very clearly defined. Hence, it is requested that from 80:20 QCBS, 70:30 QCBS is considered.</p>	<p>6. The last date for submission of response to proposal is 20th November 2019, 3 PM</p>	<p>Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ smart city project/ Swachh Bharat Mission project</p> <p>Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).</p>	<p>4</p>
<p>Section 1 (letter for invitation)</p> <p>4</p>	<p>6. The last date for submission of response to proposal is 20th November 2019, 3 PM</p>	<p>It is requested to keep the submission date atleast 3 weeks after publication of pre-bid clarifications for submission of comprehensive and qualify proposal. This will help in identifying the right team for the assignment.</p>	<p>Since, the project is in skilling domain, an experience in managing a housing project may not be that relevant. If housing projects are required then request to kindly modify the clause as below and consider Smart city engagements as most of the smart city engagements have housing component amongst others.</p>	<p>Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ smart city project/ Swachh Bharat Mission project</p> <p>Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).</p>	<p>4</p>
<p>Section 2 (Datashet) and Experience- Point no. 2</p> <p>23-24</p>	<p>1. Firm Qualification and Experience- Point no. 2</p>	<p>Experience of Skill development projects at National / State level 1 project of more than 15 cr. = 5 marks 2 projects with value of more than 4 cr. = 4 marks (2 marks each project)</p>	<p>1 project = 3 marks ; Maximum of 9 marks OR Experience of Skill development projects at National / State level 1 project of more than 15 cr. = 5 marks 2 projects with value of more than 4 cr. = 4 marks (2 marks each project)</p>	<p>Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects/ smart city project/ Swachh Bharat Mission project</p> <p>Note: For State level project: 1 project = 3 marks Maximum of 9 marks National level project = 1 marks for each project. Maximum of 3 marks (over and above of state level marks).</p>	<p>4</p>

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24	Section 2 Clause E (Data sheet) Point no. 4	I. Firm Experience of managing large scale programs in Odisha with a value of more than INR 2 Cr each (1 project = 2marks, Maximum 8 marks)	Grant Thornton in Odisha is associated with many Government Departments in the past viz. Department of Sports Youth Services, Industrial Infrastructure Development Corporation, Planning and convergence department etc. Restricting projects & experience to projects of value of Rs. 2 cr. is restrictive. It is requested that the clause be modified as Experience of managing large scale programs in Odisha with a value of more than INR 1 Cr each. (1 Project = 2 marks and maximum 8 marks)	Experience of managing large scale programs in Odisha with a value of more than INR 1 Cr each
24	Section 2 Clause E (Data sheet) Assignment	II. Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 marks d) 3. Government Sector Experience in Odisha: 5 marks	Kindly clarify the break up of marking scheme w.r.t. Relevant experience (no. of years and no. of projects required to score full marks)	Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks 1. Minimum Qualification: 5 Marks 2. Relevant Experience: 15 (1) Years of experience in Project management with experience of civil engineering: More than 3 years: 3marks for each years of above experience, maximum 15 marks 3. Government sector Experience in Odisha: 5 marks
24	Section 2 Clause E (Data sheet) Point no. III	III. Approach and Methodology (25 marks) IV. Technical Presentation (15 marks) (Overall Approach, Adequacy, Work plan)	Request you to kindly elaborate the requirement as currently this is very subjective. Example: III. Approach and Methodology (25 marks) a. Understanding of Project = 5 Marks b. Firm similar experience of executing this types of project = 5 months c. Approach for executing this project = 5 marks d. Strategy & Methodology = 5 marks e. Best Value addition = 5 marks IV. Technical Presentation (15 marks) (Overall Approach, Adequacy, Work plan) a. Key activities expected from firm = 5 Marks b. Firm presence in Odisha region = 5 c. Approach & workplan for executing this project = 5 marks	No change
47	Section 5 Terms of Reference Assignment	CVs of Non-key experts are not required during technical evaluation.	It is requested to clarify which positions are considered as non-key experts. Further, it is requested that CVs of District co-ordinators (30 nos.) may not be asked during the bid submission and can be finalised during award of contract. This is because that since 30 nos. are huge, it will not be possible to shortlist all at the time of bid submission and even if proposed some of them may not be available during execution, it is hence requested to clarify cvs of which team members need to be provided in the proposal.	The agency shall submit all the CV of Key Experts and Non-key experts. However the CV of only Team leader shall be evaluated. Note: State level staff are known as Key Experts and District level staff are known as Non-key Experts

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PWC	<p>Section 2 Clause E (Datash e)</p> <p>24</p>	<p>II. Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>	<p>The total marks assigned for this criterion is 20. However, points 1, 2 and 3 add up to 25 marks. Kindly confirm what is the actual break down of 20 marks under "Key Expert's qualification and competence for the assignment".</p>	<p>Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>	<p>Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>	<p>Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>	<p>Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>
24	<p>Section 2 Clause E (Datash e)</p>	<p>II. Key Experts' qualifications and competence for the Assignment:- (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15 d) 3. Government Sector Experience in Odisha: 5 marks</p>	<p>As per this statement, we understand that the only key expert is "Team Leader", while others are non-key experts. Also only the CV of the Team leader will be evaluated. Kindly confirm if our understanding is correct.</p>	<p>All State level experts are known as Key Experts and District level staff are known as Non-key experts</p>	<p>All State level experts are known as Key Experts and District level staff are known as Non-key experts</p>	<p>All State level experts are known as Key Experts and District level staff are known as Non-key experts</p>	<p>All State level experts are known as Key Experts and District level staff are known as Non-key experts</p>
25-26	<p>Section 2 Clause E (Datash e)</p>	<p>During the 1st year of the Contract, the Consultant may change a maximum of 1 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. If the Consultant proposes to change more than 1 Key Experts in the 1st year, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 30% of the professional fee quoted for the Team Leader.</p>	<p>In case of any unforeseen personal or professional situation replacement of experts may need to be done. We request ORMAS to waive off penalty imposed on replacement of the Key experts & team leader.</p>	<p>1. Authority shall put suitable penalty, in case of any unforeseen personal or professional situation replacement of key experts. 2. Other conditions are unchanged.</p>	<p>1. Authority shall put suitable penalty, in case of any unforeseen personal or professional situation replacement of key experts. 2. Other conditions are unchanged.</p>	<p>1. Authority shall put suitable penalty, in case of any unforeseen personal or professional situation replacement of key experts. 2. Other conditions are unchanged.</p>	<p>1. Authority shall put suitable penalty, in case of any unforeseen personal or professional situation replacement of key experts. 2. Other conditions are unchanged.</p>
25-26	<p>Section 2 Clause E (Datash e)</p>	<p>From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 3 nos of the Key Experts as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit beyond 3rd year, penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 10% of the professional fee quoted for the Team Leader.</p>	<p>In case of any unforeseen personal or professional situation replacement of experts may need to be done. We request ORMAS to waive off penalty imposed on replacement of the key experts & team leader.</p>	<p>Point C: Deleted</p>	<p>Point C: Deleted</p>	<p>Point C: Deleted</p>	<p>Point C: Deleted</p>
42	<p>Section 4 Financial Proposal Standard Forms</p>	<p>Form FIN-3 Breakdown of Remuneratio n (in INR only)</p>	<p>Range of Remuneration Fixed in INR</p>	<p>We understand that salary of the proposed expert will be based on his prior experience. We request ORMAS to kindly relax this criteria so that the bidders can have a fair price advantage in the QCBS method.</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>

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46	Section 5 Terms of Reference	Point 4 - Key Deliverables, D- IEC and Knowledge Management	<ul style="list-style-type: none"> • Develop robust strategy for awareness building and reaching for skill training beneficiaries • Facilitation of knowledge building and knowledge sharing among the stakeholders including but not limited to beneficiaries and PAs • Identification and synthesis of best practices and lessons from other states in IEC in skill development landscape • Develop executive communication, including speeches, organizational updates, client-facing decks, etc • Create content for internal communication channels, including newsletters, blogs, internal communities, etc. 	<p>We understand that the role of the Technical Agency shall be limited to developing strategy, planning and developing IEC and knowledge management content. TA shall have no cost obligation for IEC related materials.</p> <p>Also no separate expert is proposed for this role. Kindly clarify. Please confirm if our understanding is correct.</p>	<p>There is a dedicated IEC team in ORMAS. The Team leader shall coordinate with the IEC team to carry out the activity of IEC and Knowledge management deliverables. There will be no separate cost for this work.</p>
47-50	Section 5 Terms of Reference	Team required for the assignment	Professional Experience of all Posts	<p>We understand that the years of experience mentioned for each specific profile shall be considered independent of the year of obtaining last qualification. Kindly confirm if our understanding is correct or only post qualification experience will be considered.</p>	<p>Yes it is post qualification experience for all positions.</p>







