

Corrigendum No.1 to RFP No- 01/UIDF-227/2022 DTD 08.07.2022 for Appointment of Project Management Unit In UIDF

The following changes have been made to the RFP Document:

Sl.No	RFP Clause	RFP Existing Conditions	RFP Amended Conditions
1	Section- I: Clause 4- Sub clause 4.3-A, Category 1, 2 & 3. Bid data sheet 20.1 - Subclause 2 & 3	Successfully completed projects during past 7 year preceding the proposal due date .	Successfully completed projects during past 10 year preceding the proposal due date .
2	Bid data Sheet 20.1 sub cluse - 2	Experience in Project Transaction advisory services. - 10 Marks	Experience in Project Transaction advisory services/ Bid Process Management. - 10 Marks
3	Section- I: Clause 4- Sub clause 4.3-A category -3	The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and such Project unit shall have operated/functioned for minimum 2 years, during the last 7 years from the preceding the Proposal Due Date.	The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and such Project unit shall have operated/functioned/ Ongoing for minimum 2 years , during the last 10 years from the preceding the Proposal Due Date.
3	Bid data Sheet 20.1 sub cluse - 3	5 marks for each project subject to maximum 10 mark	3 marks for each project subject to maximum 10 mark
4	Form FIN-2 Financial Proposal -Cost Breakdown	# Minimum 5% as per clause 21.6	# Minimum 5% as per clause 21.7
5	Form FIN-2 Financial Proposal -Cost Breakdown	N.B – 2. There will be provision of Price escalations of 05% (five percent) after completion of 2nd year of service if contract is extended after 2 years. However, Service Fee percentage offered will remain firm with no provision for escalation.	N.B – 2. There will be provision of Price escalations of 10% (Ten percent) after completion of 2nd year of service if contract is extended after 2 years. However, Service Fee percentage offered will remain firm with no provision for escalation.
6	Form FIN-2 Financial Proposal -Cost Breakdown - column -3	Amount in INR PER MONTH (Ceiling Limit RS 12,00,000/-)	Amount in INR PER MONTH

7	Form FIN-2 Financial Proposal -Cost Breakdown	A Remuneration to CORE TEAM (Lumpsum basis capped) (Covering 6 Experts of Core Team & 1 Project Associate)	A Remuneration to CORE TEAM (Lumpsum basis capped) (Covering 6 Experts of Core Team & 1 Project Associate) Ceiling Limit RS 12,00,000/-)
8	17.Submission, Sealing, and Marking of Proposals- Sub Clause-17.3	A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.	Deleted
9	GCC Clause -9 may be read along with SCC	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D. The liquidated damages shall be applicable under following circumstances: (a) If the deliverables are not submitted as per schedule as specified in SC___, the Consultant shall be liable to pay 1% of the total cost of the	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed 5 % of the total value of the contract as specified in Appendix D. The liquidated damages shall be applicable under following circumstances: (a) If the deliverables are not submitted as per schedule as specified in SC___, the Consultant shall be liable to pay

		<p>services for delay of each week or part thereof.</p> <p>(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay</p>	<p>1% of the total cost of the services for delay of each week or part thereof.</p> <p>(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1 % of total cost of the services for every week or part thereof for the delay</p>
10	Bid data Sheet clause 17.8	Proposal Due Date (PDD) 22/08/2022 at 4:00 PM IST	Proposal Due Date (PDD) 29/08/2022 at 2:30 PM IST
11	Letter of invitation S.No -5 & Bid data Sheet clause 17.10	The deadline for the submission of Proposals shall be 22/08/2022 at 4:00 PM IST	The deadline for the submission of Proposals shall be 29/08/2022 at 2:30 PM IST
12	Bid data Sheet clause 19.1	Date of Technical Opening 23/08/2022 at 11:00 AM IST of next working day of PDD	Date of Technical Opening 29/08/2022 at 3:30 PM IST of same working day of PDD

All other terms and condition remain unaltered.

-Sd-

Secretary, OUIDF

Reply to Queries regarding RFP For Engagement of PMU at OUIDF

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
1	Section I. Instructions To Consultants, Clause 4. Eligible Consultants and Eligible Materials, Equipment, and Services, 4.1, page 10	A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3— Joint venture (“JV”) Bidding NOT PERMITTED for this procurement.	We request to permit the Joint Venture (JV). Please consider and confirm.	JV is Not Allowed
2	Section II. Data Sheet, Clause 1.4, page 25	A pre-proposal conference will be held. Pre-proposal meeting will be held on 25/07/2022 at 11:00 A.M. IST in the office of OUIDF Trust, 4th Floor, Zone A/2, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023 India.	Given the ongoing pandemic and efforts to curb the spread of the same, we request that the pre-bid meeting is held virtually also. Kindly consider and confirm and share the link.	Allowed for online participation.
3	Section II. Data Sheet, Clause C. Submission, Opening and Evaluation, 17.10, page 28	The deadline for the submission of Proposals shall be 22/08/2022 at 4:00 PM IST	As per the standard bidding process, we request for at least 3 weeks’ of time from the date of issue of pre-bid clarifications to prepare a fully responsive proposal. Please consider and confirm	The last date of Bid is 22.08.2022. OUIDF is trying to host the clarification latest by 01.08.2022 in the website.
4	Section II. Data Sheet, Clause C. Submission, Opening and Evaluation, 20.1, page 28-29	Bid Evaluation Parameters 1. Financial Turnover- 10 marks Annual Turnover of at least Rs. 15 Crore in last 3 (three) financial years- 5 Marks for every	We request the following: 1. We understand that 5 marks shall be allotted for a turnover of Rs. 15 Crores and 1 mark for each	1. Yes.

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		<p>additional 1 crores 1 marks each subject to maximum 10 marks.</p> <p>2. Experience in Project Transaction advisory services. - 10 Marks</p> <p>The Bidder should have experience in Transaction advisory services in the Infrastructure sector; like water supply, wastewater management, solid waste management, bus terminals, urban markets, city bus services, other urban transport projects, Sewerage, street light and Housing etc. And should have a project cost of minimum Rs. 5 Crores, the project should have successfully completed during the past 7 years preceding the Proposal Due Date. For Each project 3 marks subject to maximum 10 marks</p>	<p>additional. Please clarify.</p> <p>2. Increase the timeline of eligible projects from 7 to 10 years.</p> <p>3. We request that the word “Transaction Advisory” be substituted to “Bid Process Management” as the former typically covers only PPP project.</p> <p>4. We understand that Urban Transport Projects would also include: NMT infrastructure and Urban Roads. Please clarify.</p>	<p>2. Please refer the corrigendum- 1</p> <p>3. Please refer the corrigendum- 1 to the RFP. Transaction Advisory/ Bid process Management.</p> <p>4. Yes</p>
5	Section II. Data Sheet, Clause C. Submission, Opening and Evaluation, 20.1, page 30	The CVs of the experts will be for evaluation/ marking purpose not for actual deployment.	<ul style="list-style-type: none"> We understand that CV of X Expert can be enclosed in the bid for a particular position, then upon winning the assignment, we can provide CV of Y for the same position, having same qualification as Mr. X. 	<ul style="list-style-type: none"> CVs for experts mentioned under Institutional Strength shall submitted for Marking and evaluation purpose. The bidder

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			<ul style="list-style-type: none"> As per the general practise for such similar assignments, CVs of the experts that are to be deployed are evaluated at the bid stage to ensure that the selected firm will/ has suitable experts to undertake the tasks identified in the scope of work. <p>Please consider and confirm.</p>	<p>shall submit the CVs of deployment personnel as mentioned in the ToR for client Approval.</p> <ul style="list-style-type: none"> RFP clause prevails.
6	Page No. 11 Section 1 Instructions to Consultants Clause no. 4.3	<p>A. Technical Eligibility Category 1 - Experience in Project Transaction advisory services. Bidder should have prior experience in providing Transaction Advisory support (covering project structuring and bid process) to Government Dept./ Govt. PSU/ Govt. agencies/ ULB in at least 2 (two) urban infrastructure projects meeting the following requirements:</p> <p>Category 2 – Experience of Preparation of DPRs/ Feasibility study of Urban Projects. The Bidder should have prior experience in preparing Detailed Project Report (DPR) / Feasibility Studies for Government Dept./</p>	We understand that under both the categories 1 & 2, the project cost of minimum Rs. 5 Crores refers to the cost of implementing the urban infrastructure project and does not refer to the value of the assignment/ consulting services provided by the Consultant/ Bidder. Please confirm.	The eligibility clause for Category - 1 & 2 : Refers that the Agency should have completed at least Two assignments in each category in last in last 7 years (Now modified to 10 years) with project cost of minimum Rs 5 crore. It does not require that the execution of project. The project for which DPR/ Transaction Advisory Service was provided should be completed. The project execution may be ongoing but the Transition Advisory / Bid process management / DPR /Feasibility report preparation for the said projects should have been completed within

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Govt. PSU/ Govt agencies in at least 2 (two) urban infrastructure projects meeting the following requirements: - Should have a project cost of minimum Rs. 5 Crores		the period.
7	Page No. 11 Section 1 Instructions to Consultants Clause no. 4.3	<p>A. Technical Eligibility Category 2</p> <p>– Experience of Preparation of DPRs/ Feasibility study of Urban Projects. The Bidder should have prior experience in preparing Detailed Project Report (DPR) / Feasibility Studies for Government Dept./ Govt. PSU/ Govt agencies in at least 2 (two) urban infrastructure projects meeting the following requirements: I. Project should have been successfully completed during the past 7 years preceding the Proposal Due Date. II. Should be in the following sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, Sewerage Project, city bus services, Housing Project and</p>	<p>As a general practice in the RFP/ tender documents, the term assignment is used to refer to the consulting services such as Preparation of DPRs/ Feasibility study (for infrastructure projects) and the term project is used to refer to the urban infrastructure projects envisaged for implementation. We understand that the assignment should have been successfully completed during the past 7 years preceding the Proposal Due Date. The implementation of the (urban infrastructure) project could be ongoing as on date.</p> <p>Please confirm.</p>	Yes . Please see clarification Sl.No-06

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		other urban transport projects. III. Should have a project cost of minimum Rs. 5 Crores.		
8	Page No. 11 Section 1 Instructions to Consultants Clause no. 4.3	<p>A. Technical Eligibility Category 3 –The Bidder should have prior experience in Project Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit / Technical Support Unit, under any Central / State Govt. Schemes/ Programme / Externally Aided Projects/ Fund in at least 2 (two) assignments/ projects meeting the following requirements I. Assignment/ Project should have been successfully completed during the past 7 years preceding the Proposal Due Date. II. The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and such Project unit shall have operated/ functioned for minimum 2 years, during the last 7 years from the preceding the Proposal Due Date.</p>	<p>The requirement of Project unit having operated/ functioned for minimum 2 years, during the last 7 years preceding the Proposal Due Date, is well received. There have been instances where Govt. Departments have issued letters extending the work orders issued (initially) by them for an additional duration/ term, basis satisfactory performance by the Consultant(s).</p> <p>Also, many such Project units engaged by the Central/ State Govts. are multi-year rolling contracts extending beyond 2 years, wherein the Consultants would have successfully provided the services for the (threshold) period of 2 years and would continue providing the services for the extended term. In this case the assignment/ project would be ongoing and may not fall in the category of successfully completed ones.</p> <p>In the context, we request the authority</p>	The year of experience changed to last 10 year instead of 7 year. Please refer the Corrigendum -1 .

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		The proof of such engagement shall be provided in the form of client's copy of Agreement, Letter of Award, along with Chartered Accountant's Certificate of fee received for the projects or Completion Certificate from respective client/Authority with value of fee received and duration of project.	to consider ongoing assignments/ projects as eligible projects for evaluation under Category 3 , provided such Project unit shall have operated/ functioned for minimum 2 years, during the last 7 years preceding the Proposal Due Date.	
9	Page No. 15 Data Sheet Clause no. 13.1	Clarification and Amendment of RFP The Consultant may request a clarification of any part of the RFP until the deadline indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means, to OUIDF's address indicated in the Data Sheet. OUIDF will respond in writing, or by standard electronic means, and will host on its website to all Consultants not later than ten (21) days prior to the deadline for the submission of Proposals.	Please clarify the timeline by which OUIDF intends to respond in writing, or by standard electronic means and to host on its website to all Consultants, to the pre-bid queries raised/ submitted to the authority.	The Pre -BID queries and Corrigendum/ Addendum shall be hosted on OUIDF Website, expected by 01/08/22.
10	Page No. 26 Data Sheet Clause no. 11.3	Individuals may not participate in more than one Proposal.	While we take utmost care to ensure that individuals do not participate (provide consent to use their CVs) in more than one Proposal, we request	No Change. CV of your expert in payroll can be given under institutional strength.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			the authority to not consider this as a ground/ sole criterion for disqualification of the corresponding Proposal(s)/ Bidder(s) from the selection process.	
11	Page No. 29 Section II Data Sheet Clause no. 20.1	<p>Bid Evaluation Parameters 3. The bidder experience in projects of Financial Management / Project Financing in Government/ ULB projects/ Projects funded under Multilateral Agency with fee involving more than Rs 0.1 Cr each, in last 7 years. 5 marks for each project subject to maximum 10 marks.</p>	On one hand, consulting firms do not take up financial management/ project financing activities (on behalf-of) in Government/ ULB projects/ Projects funded under Multilateral Agency. Rather, consulting firms limit their role to providing advisory services to ensure efficient financial management/ project financing (during implementation of) for infrastructure projects taken up by the Government/ ULB. On the other hand, adequate weightage for schemes/ programmes/ technical support provided to Central/ State Governments, funded by Multilateral Agency has already been provided under Sl.No. 2 of the Bid Evaluation Parameters under this clause. Request the authority to do-away/ remove this evaluation parameter	<p>Experience means advisory service experience. RFP Clause prevails.</p> <p>Corrigendum issued for data sheet 20.1 subclause -3. Please refer the Corrigendum -1 .</p> <p>That stand changed to 3 Mark for each project subject to Maximum 10 Mark.</p>
12	Page No. 51 Section IV Financial Proposal - Standard Forms	FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN SUMMARY OF FINANCIAL PROPOSAL [TABLE – 1] Amount in	Please specify the selection method adopted in this RFP. When the budget is capped, it falls under Fixed Budget Selection (FBS) and	RFP clause Prevails. The method of selection is QCBS with 70% weightage to Technical and 30% percent to

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		INR per month (ceiling limit Rs. 12,00,000/-	not Quality & Cost Based Selection (QCBS). In QCBS method of selection, the Bidder is free to quote the price for the services. Whereas in the Data Sheet (ITC clause ref. 1.1), it is clearly mentioned that the method of selection adopted in this RFP is QCBS with 70% weightage to the Technical Proposal and 30% to the Financial Proposal. We sincerely request the authority to do-away with the cap of Rs. 12,00,000/- stipulated against the monthly remuneration for the Core Team and 1 Project Associate to be deployed under the PMU.	Financial and bidder can quote any fee less than Rs 12 lakhs.
13	Page No. 51 Section IV Financial Proposal - Standard Forms	FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN SUMMARY OF FINANCIAL PROPOSAL [TABLE – 1] B. Add Service Fees @ _____% (A * X%)# # Minimum of 5% as Per Clause 21.6 of ITC	Clause 21.6 of ITC does not specify a cap/ minimum of 5% as mentioned under this Financial Proposal – Cost Breakdown form. Neither any such cap/ minimum value is stipulated in the Data Sheet. Kindly clarify.	There is no Cap for Service charge. However minimum charge is 5%. Service charge is upon the quoted remuneration fee.
14	Page No. 51 Section IV Financial Proposal - Standard Forms	FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN SUMMARY OF FINANCIAL PROPOSAL [TABLE – 1] NB: 3. For additional specialized Experts from Resource pool Fee to be fixed by OUIDF based on	We are neither in a position to quantify the (additional) services that may be required from the specialized experts nor have any clue on the budget that may be allocated for the Resource pool Fee to be fixed by OUIDF to base our price bid for the assignment. We kindly	The Agency shall get the service charge only as to be quoted (Min 5%) upon remuneration to be fixed by OUIDF for Resource Pool expert.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>qualification & Experience of requirement and Service Charge of x% quoted above along with applicable GST will paid against the deployment of addition requirement of professionals based on the OUIDF request to bidders as and when required.</p>	<p>request the authority to either specify the budget to be allocated for the Resource pool upfront or modify the Cost Breakdown form (Form Fin-2) of the Financial Proposal to let the Bidder quote man-month rates for the specialized experts.</p>	
15	Page No. 62 Section VII Terms of Reference Clause	<p>F.Services to be provided by the PMU:</p> <p>2.Supervision, Monitoring & Evaluation and Reporting of Sanctioned Project a. The PMU shall be responsible for field-level supervision and monitoring of all project related activities, contractual terms and obligations of the developer/ agencies under OUIDF for all the OUIDF sanctioned projects for completion of work within budgeted costs and time along with evaluation and resolution of all project implementation/ operational issues, as and when required.</p>	<p>We understand from the ToR that field visits to be taken up for field-level supervision and monitoring of all project related activities, would be either weekly or fortnightly. We presume that the PMU experts need not be on field on a continuous basis, to monitor the works undertaken by the developer/ agencies for all the OUIDF sanctioned projects. Kindly clarify. Also, kindly clarify whether the PMU experts will be paid TA & DA for work related travel which they need to take up during the engagement period and please specify the mode and rates at which such TA & DA for official travel would be paid by the authority.</p>	Please refer the Payment clause -11 , Page-68
16	Page No. 69 Section VII Terms of	Finance Expert – Desired Qualification	We request the authority to consider MBA/ PGDBA/ PGDBM with	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
	Reference Clause no. 12	CA/ Masters in Economics/ ICMA At least 10 years of experience in fields of Finance, Financial Analysis, Urban Projects, Revenue Augmentation and Govt Projects.	specialization in Finance as a desired qualification in addition to the educational qualifications such as CA/ Masters in Economics/ ICMA specified for Finance Expert.	
17	Page 12/88	<p>Category 1 – Experience in Project Transaction advisory services. Bidder should have prior experience in providing Transaction Advisory support (covering project structuring and bid process) to Government Dept./ Govt. PSU/ Govt. agencies /ULB in at least 2 (two) urban infrastructure projects meeting the following requirements:</p> <p>It Should be a project in the Infrastructure Sector ; like water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services, other urban transport projects and Street light, Sewerage and Housing etc.</p>	<p>We understand that Airport sector projects will be a part of other urban transport projects. Kindly confirm.</p> <p>A</p>	Yes
18	Page 12/88	Category 2 – Experience of Preparation of DPRs/ Feasibility study of Urban Projects. The	As per our understanding, a PMU has more role to play in program management than in preparation of	RFP Condition prevails

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>Bidder should have prior experience in preparing Detailed Project Report (DPR) / Feasibility Studies for Government Dept./ Govt. PSU/ Govt agencies in at least 2 (two) urban infrastructure projects meeting the following requirement.</p>	<p>technical documentations. However, since they have rich technical expertise and experience, we understand that their technical expertise should be limited to review of DPRs. Therefore, kindly relax the eligibility of clause under Category 2 to review of DPRs. Please modify the clause accordingly.</p> <p>Modified Clause : Category 2 – Experience of Preparation of DPRs/ Feasibility study of Urban Projects. The Bidder should have prior experience in reviewing of Detailed Project Report (DPR) / Feasibility Studies for Government Dept./ Govt. PSU/ Govt agencies in at least 2 (two) urban infrastructure projects meeting the following requirement.</p> <p>B</p>	
19	Page 12/88	<p>Category 3 –The Bidder should have prior experience in Project Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit, under any Central / State Govt. Schemes/Programme</p>	<p>Most of the government projects/PMUs have project duration of either two or more than 2 years. They are also generally extended on a goodwill basis. Thus, request you to allow projects that are ongoing/due for extension as well in this category.</p>	<p>Ongoing PMU over 2 years will also be eligible. Please refer the Corrigendum -1. Period changed to 10 year instead of 7 year.</p>

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		<p>/ Externally Aided Projects/Fund. in at least 2 (two) assignments/projects meeting the following requirements.</p> <p>I. Assignment/ Project should have been successfully completed during the past 7 years preceding the Proposal Due Date</p> <p>II The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and such Project unit shall have operated/functioned for minimum 2 years, during the last 7 years from the preceding the Proposal Due Date.</p>	<p>Modified Clause: I Assignment/ Project should have been successfully completed/ongoing/due for extension during the past 7 years preceding the Proposal Due Date.</p>	
20	Page 18/88	<p>Clause 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized</p>	<p>As per clause 4.1 Page 11/88, Joint venture ("JV") Bidding NOT PERMITTED for this procurement while as per clause 17.3 there is a mention of Proposal submitted by a Joint Venture. This is contradictory. Please clarify if Joint venture is allowed/not allowed for this project.</p>	<p>Please refer the Corrigendum-1 . JV not permitted.</p>

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		representative and attached to the Technical Proposal.		
21	Page 26/88	<p>Clause 1.1 The method of selection is Quality Cost Based Selection QCBS. The quality - cost based selection method attributing 70 % weight to the Technical Proposal and 30% to the Financial Proposal</p>	<p>We recommend that since budget of the assignment stands constant, OUIDF needs to leverage technical expertise of resources in PMU. Hence, more weightage should be attributed to technical criteria as compared to financials. Hence, please modify QCBS criteria to 80:20.</p> <p>Modification Clause: Clause 1.1 The method of selection is Quality Cost Based Selection QCBS. The quality - cost based selection method attributing 80 % weight to the Technical Proposal and 20% to the Financial Proposal</p>	No Change
22	Page 29/88	<p>Clause 20.1; S.No 2 Experience of Project Transaction advisory services- 10 marks .</p> <p>The Bidder should have experience in Transaction advisory services in the Infrastructure Sector; like water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services,</p>	<p>The marks distribution for support projects is not even. If a particular project is awarded 3 marks, the total cannot be 10 marks. Kindly clarify</p>	<p>No Change.</p> <p>For each Project 3 marks to be awarded. For any additional Project beyond 3 nos. of Projects, full 10 marks shall be awarded.</p>

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>other urban transport projects , Sewerage , streetlight and Housing etc and should have a project cost of minimum Rs. 5 Crores, the project should have successfully completed during the past 7 years preceding the Proposal Due Date. For Each project 3 marks subject to maximum 10 marks ----- -----</p> <p>----- Experience of Preparation of DPR,s/ Feasibility study of Urban Projects.- 10 Marks The Bidder should have experience in Preparation of DPRs/ Feasibility study of the sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, Sewerage Project, city bus services, Housing Project and other urban transport projects having Should have a project cost of minimum Rs. 5 Crores and should have been successfully completed during the past 7 years preceding the</p>		

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>Proposal Due Date. For Each project 3 marks subject to maximum 10 marks. ----- -----</p> <p>----- The Bidder should have experience in Projects Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit, under any Central / State Govt. Schemes/ Programme / Externally Aided Projects/Fund.- The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and have operated/functioned for minimum 2 years, during the last 7 years from the date of preceding the Proposal Due Date. For Each project 3 marks subject to maximum 10 marks.</p>		
23	Page 29/88	<p>Clause 5 Technical Presentation, Understanding of Approach and Methodology Table :List of sector specialist /Expert under Institutional Strength.</p>	<p>There is no substantial documentation for a specialist to prove project financial worth for a project he/she is deployed in. Such documentation is relevant for a firm not for an individual. Kindly relax this clause.</p>	RFP Clause prevail.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>Column 4 The sector specialist /Expert must have completed 2 best Government/ULB/PSU projects Minimum Value of Rs. 2 Crores each pertaining to their relevant sectors</p>	<p>Modified Clause :</p> <p>The sector specialist /Expert must have completed 2 best Government/ULB/PSU projects each pertaining to their relevant sectors.</p>	
24	Page 52/88	Table 1 Column 3 Amount in INR PER MONTH (Ceiling Limit INR12,00,000)	<p>The age range of team members for this assignment is between 3-15 years. The key positions hold minimum age criteria of more than 15 or 10 years. Looking at various empanelment rates across Center/State government the normal range with experience varying from 3 years to 15 Year varies from INR 2,50,000 to 4,50,000 respectively. Therefore, this clause is restrictive and restrict participation from prospective bidders having experience working in projects of National Importance. Kindly delete this ceiling criteria.</p>	No Change
25	Page 66/88	<p>Apart from the above positions, the PMU is expected to have specialized resources based on need of client either for short/long duration based on project requirement. Bidders are</p>	<p>We understand that the CV of experts mentioned in the table under this clause shall not be evaluated during the submission stage. Kindly clarify</p>	Yes .

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		<p>expected to provide/deploy the required resource as and when requested by OUIDF for the specific duration. OUIDF shall inform the qualification, Experience and expertise required and maximum fee payable to such Expert. The Bidder shall arrange such expert and submit the Cv to client. Client after examining the CV and if required interviewing the Expert and shall give approval for placing the Expert. The bidder will charge a Service Charge/Fee as to be agreed in Financial Bid and applicable GST over the fee fixed by client for such expert against each deployed resources.</p>		
26	Page 66/88	Clause 12 A, Sr. No. 1- A. Key Professional	<p>Understanding the said scope of work include advice & support OUIDF, providing techno-managerial support to the Government in allocation of available extra budgetary resources from OUIDF & State's budgetary resources for achieving comprehensive development. We further understand deployment of a multidisciplinary team for advice and support required to</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>successfully conclude the envisioned scope. In this regard, we request inclusion of M.Plan/Masters in education qualification.</p> <p>Modification requested:</p> <p>Desired Qualification - Chartered Accountant / B.E or BTech with MBA/M.Plan/Masters with at least 15 years of relevant experience in leading a team and exposures in government/bilateral/multilateral development agencies or programmes/projects funded by external aid agencies on social and economic sector projects/programmes.</p>	
27	Page 70/88	Clause 12 A, Sr. No. 3 -A Key Professiona	<p>Understanding the said scope of work include advice & support OUDIF, providing techno-managerial support to the Government in allocation of available extra budgetary resources from OUIDF & State's budgetary resources for achieving comprehensive development. We further understand deployment of a multidisciplinary team for advice and support required to successfully conclude the envisioned</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>scope. In this regard, we request inclusion of MBA/Masters/M.Plan with in education qualification.</p> <p>Modification requested: Desired Qualification - CA/ Masters in Economics/ICMA/MBA/Masters/M.Plan with At least 10 years of experience in fields of Finance, Financial Analysis, Urban Projects, Revenue Augmentation and Govt Projects.</p>	
28	Page 72/88	Clause 12 A, Sr. No. 7 -A Key Professional	<p>Understanding the said scope of work include advice & support OUDIF, providing techno-managerial support to the Government in allocation of available extra budgetary resources from OUIDF & State's budgetary resources for achieving comprehensive development. We further understand deployment of a multi-disciplinary team for advice and support required to successfully conclude the envisioned scope. In this regard, we request inclusion of M.Plan in education qualification.</p> <p>Modification Requested: Desired Qualification - Master Degree/</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>Management/M.Plan/B. Tech from a recognised reputed University / Institutions with 3 years of professional experience in Government/ Development Sector. Knowledge and skills of relevant computer applications of MS Office and internet applications.</p>	
29	Page 66/88 Page 52/88	Clause 9 & Form Fin - 2	<p>We understand that additional specialized Experts from resources pool will be required basis OUIDF requirement, we request you to modify this clause.</p> <p>Modification Requested:</p> <p>For additional specialized Experts from Resource pool Fee to be considered basis on average lumpsum rate quoted under Form Fin-2 for Core team, In case the requirement of experience exceeded as per core team ask, the decision on fee will be taken basis mutual agreement and Service Charge of x% quoted above along with applicable GST will paid against the deployment of addition requirement of professionals based on the OUIDF request to bidders as and when</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			required. Based on the requirement, the number of professionals and programme associates may increase.	
30	Page 30/88	Section II, Sr. No. 20.1 - 4	<p>We understand that deployment of a multidisciplinary team for advice and support required to successfully conclude the envisioned scope. Which require best resource available to be deployed under the requirement. In this regard, we request inclusion of following. The Bidders must have of below mentioned domain specialist /Expert available at the time of submission / on their Payroll: 1. Finance Management 2. Urban Planning /Management</p> <p>3. Environment &Social/ Solid Waste Management 4. Engineering Project Urban (Water/ Sewerage /Housing/ Other urban Infrastructure</p> <p>Modification requested :</p> <p>The Bidders must have of below mentioned domain specialist /Expert available at the time of submission 1. Finance Management 2. Urban Planning /Management 3. Environment &Social/</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			Solid Waste Management 4. Engineering Project Urban (Water/ Sewerage /Housing/ Other urban Infrastructure.	
31	Page 15/68	Clause 12	We understand that during the period of contract, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, whereas replacement is acceptable with duly justified reasons beyond the control of the Consultant. we request you to include following amendment in the clause: A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness, resignation, maternity, pandemic , justified unavailability or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected	RFP Clause Prevails. Sickness / Accident are indicative examples limited to justified reasons beyond the control of the Consultant.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>Modification requested:</p> <p>A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g., sickness, resignation, maternity, pandemic, justified unavailability or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.</p>	
32	<p>Section I - ITC, Clause 4 - Eligible Consultants and Eligible Materials, Equipment, and Services-</p> <p>Page -13</p>	<p>4.3. B. Financial Eligibility The Bidder/ Consortium Member shall have an Annual Turnover of at least Rs. 15 Crore in last 3 (three) financial years (2018-19, 2019-20 and 2020-21) from Consulting Business only and a Net Worth of Minimum Rs 20 lakhs as on 31st March 21.</p>	<p>Given the importance of the engagement and expected fee value, we request OUIDF to kindly consider revising threshold limits for the financial capacity of the consultants as suggested below; "The Bidder/ Consortium Member shall have an Annual Turnover of at least Rs. 100 Crore in last 3 (three) financial years (2018-19, 2019-20 and 2020-21) from Consulting Business only and should have a positive Net Worth as on 31st March 21." This would</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			ensure a healthy competition between credible players providing quality services.	
33	Section I - ITC, Clause 31 – Indemnity Page No- 24	The Consultant shall, subject to the provisions of the Agreement, indemnify OUIDF, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.	<p>OUIDF is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MEITY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. So, request OUIDF to include the below condition as well to referred Clause: "Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p> <p>No process for Indemnity defined in the RFP, so request OUIDF to consider inclusion of the below mention condition: "The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the</p>	

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the</p>	
34	Section I – ITC, Clause	Several conflict of interest related	We wish to highlight that we are a large	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
	<p>5 – Conflict of Interest Section III, Annexure A Section VIII, GCC, Clause 3.2 – Conflict of Interest. Page- 13, 49 & 79</p>	<p>obligations on us and there are certain declaration requirements.</p>	<p>organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	
35	<p>Section II, SubSection B. - Preparation of Proposals Page no- 29</p>	<p>20.1 The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. *Scoring as under may be modified depending on Nature of Consultancy Assignment) Point no. 2 of the Table Experience in Project Transaction advisory services.- 10 Marks The Bidder should have experience in Transaction advisory services in the Infrastructure Sector; like water supply, wastewater</p>	<p>Based on review of the conditions in line with similar conditions stipulated under Clause 4.3. A Category I, the eligibility requirements seem to be differing. • Under Clause 4.3 A Category I – successful completion of bid process for PPP project is expected, whereas • Under the referred condition (Point no. 2 of table) – successful completed of project is expected. We request OUIDF to revise the of the referred condition as follows: “The Bidder should have experience in Transaction advisory services in the Infrastructure Sector; like water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>management, solid waste management, bus terminals, urban markets, city bus services, other urban transport projects , Sewerage , street light and Housing etc.. And should have a project cost of minimum Rs. 5 Crores, the project should have successfully completed during the past 7 years preceding the Proposal Due Date. For Each project 3 marks subject to maximum 10 marks.</p>	<p>services, other urban transport projects, Sewerage, street light and Housing etc. And should have a project cost of minimum Rs. 5 Crores, the transaction advisory services should have successfully completed during the past 7 years preceding the Proposal Due Date.”</p>	
36	<p>Section I – ITC, Clause 21.7; and Form FIN-2 Page- 21 & 52</p>	<p>21.7 shall be applied according to the applicable provisions in ITC 21.2 and ITC 21.3. For this procurement Bidder shall offer Fee for deploying the 7 Core Professional within ceiling Limit of Rs 12,00,000/- per Month towards professional fee and shall also offer Bidder’s Service Charge in Percentage to be applied on the Fee. The Service charges below 5% shall be considered as abnormally low and such offer shall be rejected. Summary of Financial Proposal - [Table – 1] Column 3 of Table -</p>	<p>Considering the expertise and experience of the team members envisaged to be provided under the PMU, budget ceiling of Rs 12 Lacs per month appears to be on a lower side. May we request you to kindly reconsider the ceiling amount. Alternatively suggest, if estimated quote beyond Rs 12 Lacs per month may be loaded on Service Charges.</p>	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Amount in INR PER MONTH (Ceiling Limit Rs 12,00,000/-)		
37	Section III, Form TECH-2 – Declaration of Undertaking Page- 38	3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;	We understand that this declaration pertains to confirmation w.r.t. related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this will be an arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.	No Change
38	Section III, Form TECH-4 – ELIGIBILITY CRITERIA AND ELIGIBILITY PROJECT EXPERIENCE, point 41 no. 6 of Table A. Section V – Eligibility Criteria, Clause 2. Page- 41 & 54	6. Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit) 2. Any entity which has been barred in India by the Central	OUIDF is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Government, any State Government, a statutory Independent or a public sector undertaking of India , as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder).	tender process.	
39	Section III, Form TECH-4 – ELIGIBILITY CRITERIA AND ELIGIBILITY PROJECT EXPERIENCE, point no. 6 of Table A , Page -41	6. Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	OUIDF is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.	No Change
40	Section VIII, GCC Clause 3.4 – Insurance to Be Taken Out by the Consultants, Page- 80	The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a	It is acceptable

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) 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 have been paid.	confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm	
42	Section VIII, GCC Clause 3.7 – Documents Prepared by the Consultants to Be the Property of the Client, page- 80	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MEITY in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant</p>	No change. Consultant will remain the owner of its pre- existing IPRs.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	
43	Section VIII, GCC Clause 3.3 – Confidentiality. Page-82	The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent	OUIDF is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
44		of the Client.	<p>information confidential is not correct. So, we request OUIDF to include the suggested condition to the referred Clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p> <p>It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. OUIDF is therefore requested to kindly</p>	

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>include the following condition:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p> <p>We request OUIDF to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	
45	Section VIII, GCC Clause 9, Page- 83	Liquidated Damages The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and	OUIDF has not defined the threshold limit for maximum liquidated damaged applicable for the proposed assignment. We request OUIDF to consider capping it to maximum of 5% of the Contract Value, and consider revision of the conditions as follows: "The parties hereby agree that due to negligence of act solely attributable to the Consultant,	Please refer the Corrigendum-1 to the RFP.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D. The liquidated damages shall be applicable under following circumstances:	if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed 5% (five per cent) of the total value of the contract as specified in Appendix D.”	
46	Section VIII, GCC Clause 9, Page- 83	Liquidated Damages The liquidated damages shall be applicable under following circumstances: (a) If the deliverables are not submitted as per schedule as specified in SC_, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.	We request OUIDF to reconsider threshold for the damages for specific circumstance to be 0.1% instead of 1%, subject to maximum of 0.5% during the contract period for a particular deliverable.	No Change
47	Section VIII, GCC Clause 9, Page- No- 83	Liquidated Damages The liquidated damages shall be applicable under following circumstances: (b) If the deliverables are not acceptable to the Employer as mentioned in	We understand that OUIDF will provide adequate opportunity to the Consultant to justify their efforts and work in case of any deliverable that is not acceptable to OUIDF. With that understanding, we request OUIDF to consider revision of	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>Clause 6, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay.</p>	<p>the conditions as follows: “(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6 and same accepted and agreed upon by the Consultant, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay</p>	
48	Section I. Instructions to Consultants 12.9 SubContracting, Page-16	The Consultant shall not sub-contract the whole of the Services to one or more Sub-Consultants.	While the sub-contracting to firms is not allowed, kindly confirm if specialist individuals who work as associates and are not on the rolls of the firm can be proposed.	Sub -contracting of the Assignment is not allowed. But Agency may engage individual specialist who work as associates or not in their payroll.
49	Section II: Data Sheet, Page- 29 & 30	<p>Bid Evaluation Parameters</p> <p>Institutional Strength – 20 marks</p>	As per the existing criteria, a bidder is being scored basis the quality of people it can show in-house and not the ones being proposed. This might negatively impact the quality of resources proposed for PMU. Moreover, quality of internal resources within the firm may not have a significant influence on the quality of service delivery. Accordingly,	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			we request that a bidder should be scored basis its financial strengthen, project experience, people proposed to be deployed and technical approach and methodology.	
50	Section IIV: Terms of Reference Point No 2.a of Section F, Page -63	The PMU shall be responsible for field-level supervision and monitoring of all project related activities, contractual terms and obligations of the developer/agencies under OUIDF for all the OUIDF sanctioned projects for completion of work within budgeted costs and time along with evaluation and resolution of all project implementation/ operational issues, as and when required.	We understand that the consultants would be required to monitor project activities basis review of relevant documents and physical observations. Any kind of testing, measurement, etc. is not envisaged as part of the scope for consultants. Kindly confirm.	There is no kind of testing / measurement activity will be the scope of consultant.
51	Section IIV: Terms of Reference Point No 9 Pool of Technical Advisors Page- 66	As the proposed key professionals at the PMU are not adequate to cater to development demands of the people in different sectoral areas, it is envisaged that a pool of professionals under different sectors will provide strategic support to the PMU. Such professionals/ advisors may be used for setting programme	We understand that the fees for deployment of such resources would be mutually agreed before such deployment. Kindly confirm.	The fee for resource pool shall be decided by OUIDF. Only service charge (Min 5%) shall be paid to the Agency.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		objectives, finding gaps in programme implementation and finally for providing strategic direction to OUIDF programmes/projects as and when required by the Client		
52	Section IIV: Terms of Reference Point No 11 Payment Terms Page- 66	The payment to the Consultant Firm / Agency will be made on Monthly basis on submission of the monthly invoice of actual payment to Professional Experts. The Agency shall be paid on monthly basis based on Attendance Statement of Experts & on submission of the individual Salary/Remuneration Credit Statement of all the Experts to OUIDF for release of payment.	As per the Clause, the Authority shall make payment to consultants on submission of individual salary/ remuneration credit statement. Kindly note that these are confidential information, and it is not possible for consultants to share such information. May we suggest you to kindly accept a self-declaration by Authorized signatory confirming payments to Experts.	No Change in RFP. Bidders are required to quote the fee which shall be paid to 7 core experts limited to ceiling of Rs 12.0 lakhs. Break up for experts to be given as per financial bid format. Successful Bidder to pay experts accordingly. No over head or other cost to be included in this quoted fee which are to be included in Service Charges to be quoted. (Minimum is 5%).Accordingly monthly actual payment made to professional is to be given over which service charge to be paid will be calculated for making payment to Bidder on monthly basis.
53	-	-	W.r.t. Third-Party Disclaimer We will be	To be decided based on merit

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>of the claim whether same is due to OUIDF OR Agency.</p>
54	-	-	<p>No Acceptance Criteria If the assignment is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MEITY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant</p>	<p>The procedure will be discussed with the prospective consultant before signing the contract.</p>

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			<p>know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	
55	-	-	<p>Regarding deployment of resources in wake of COVID-19 crisis If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	<p>Any Advisory issued by Govt. of Odisha in this regard shall be followed</p>
56	Page- 12		<p>As per technical evaluation criteria on Page 12, does the consultant have to satisfy eligibility criteria in all categories</p>	<p>The Bidder has to qualify in All three Categories.</p>

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			-1,2,3 or eligibility in one single category, i.e. No. 3 will also suffice?	
58	Section I - Instructions to Consultants Page- 11 Section A.4.A - General Provisions - Eligible Consultants and Eligible Materials, Equipment, and Services (Technical Eligibility)	It is mentioned that the bidder should have successfully completed a prior project bid process in providing Transaction Advisory support to Government Dept./ Govt. PSU/ Govt. agencies /ULB during the past 7 years preceding the Proposal due date.	We request you to change the criterion to: "The bidder should have successfully completed a prior project bid process in providing Transaction Advisory support to Government Dept./ Govt. PSU/ Govt. agencies /ULB during the past 10 years preceding the Proposal due date."	Please refer the Corrigendum-1 to the RFP
59	Section I - Instructions to Consultants Page- 11 Section A.4.A - General Provisions - Eligible Consultants and Eligible Materials, Equipment, and Services (Technical Eligibility)	It is mentioned that the bidder should have prior experience in preparing DPR/ Feasibility study for Government Dept./ Govt. PSU/ Govt. agencies during the past 7 years.	We request you to change the criterion to: "The bidder should have prior experience in preparing DPR/ Feasibility study for Government Dept./ Govt. PSU/ Govt. agencies during the past 10 years. "	Please refer the Corrigendum-1 to the RFP
60	Section I - Instructions to Consultants Page- 11 Section A.4.A - General Provisions - Eligible Consultants	It is mentioned that the bidder should have prior experience in Project Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit	We request you to change the criterion to: "The bidder should have prior experience in Project Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support	Please refer the Corrigendum-1 to the RFP

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
	and Eligible Materials, Equipment, and Services (Technical Eligibility)	Technical Support Unit, under any Central / State Govt. Schemes/Programme / Externally Aided Projects/Fund during the past 7 years.	Unit, under any Central / State Govt. Schemes/Programme / Externally Aided Projects/Fund during the past 10 years. "	
61	Section I - Instructions to Consultants Page- 11 Section A.4.A - General Provisions - Eligible Consultants and Eligible Materials, Equipment, and Services (Technical Eligibility)	It is mentioned that the proof of engagement shall be provided in the form of client's copy of Agreement, Letter of Award, along with Chartered Accountant's Certificate of fee received for the projects or Completion Certificate from respective client/Authority with value of fee received and duration of project.	We request you to relax the provided criterion to include client's copy of Agreement/Letter of Award along with self-certification.	To be certified by any CA including Internal Auditor.
62	Section I - Instructions to Consultants. Page- 15. Section B.13.1.2 – Preparation of Proposal – Clarification and amendment of RFP	It is mentioned that if the amendment is substantial, OUIDF may extend the Proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.	We request you to provide a minimum of 15 additional working days from current submission date, to accommodate any revisions in our Proposal that may be needed due to proposed amendments in RFP.	No Change.
63	Section I - Instructions to Consultants. Page-20	It is mentioned that for this procurement Bidder shall offer Fee for deploying the 7 Core	Is there any scope to enhance the ceiling limit? With the current rates, it could be difficult to obtain the services	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
	Section C.21.7 – Submission, Opening and Evaluation – Evaluation of Financial Proposals	Professional within ceiling Limit of Rs 12,00,000/- per Month towards professional fee and shall also offer Bidder’s Service Charge in Percentage to be applied on the Fee. The Service charges below 5% shall be considered as abnormally low and such offer shall be rejected.	of qualified professionals with at-least 10-15 years of work experience. We request consideration of overall financial quote for evaluation instead of Bidder’s Service Charge quoted in percentage.	
64	Section II - Data Sheet , Page-26. Section B. 11.1 – Preparation of Proposals	It is mentioned that sub-consultants will not be allowed to participate.	We request to kindly clarify the definition of a sub-consultant. In our understanding, the bidding firm will remain responsible for delivery of the engagement, however, they can engage individual subject matter experts to strengthen their proposed Team Composition for the project. Would request you to confirm if our understanding is correct.	Yes.
65	Section II - Data Sheet, Page- 29 Section C.20.1.4 – Submission, Opening and Evaluations – Institutional Strength	It is mentioned that the Bidders must have of below mentioned domain specialist /Expert/ on their Payroll: 1. Finance Management 2. Urban Planning /Management 3. Environment & Social/ Solid Waste Management 4. Engineering Project Urban(Water/ Sewerage /Housing/ Other urban)	We seek relaxation on this requirement for having (a) environment & social expert/ solid waste management expert, (c) engineering project urban (water/sewerage/housing and other urban infrastructure) expert to be on the payroll of bidding firm.	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Infrastructure.		
66	Section II - Data Sheet, Page-29 Section C.20.1.4 (ii), (iii) – Submission, Opening and Evaluations – Institutional Strength	It is mentioned that: “Each domain specialist /Expert must have minimum experience of 8 years in relevant domain/sectors. (1 mark each.) and Experience of 10 or More years,(additional 1 mark each)	We request you to change the criterion to: “Each domain specialist /Expert must have minimum experience of 7 years in relevant domain/sectors. (1 mark each.) and Experience of 9 or More years,(additional 1 mark each)	No Change
67	Section II - Data Sheet, Page- 30 Section C.25.1 (ii), (iii) – Submission, Opening and Evaluations	It is mentioned that: The weights given to the Technical (T) and Financial (F) Proposals are as follows: WT = 70% and WF = 30%	We request you to change the criterion to: “The weights given to the Technical (T) and Financial (F) Proposals are as follows: WT = 80% and WF = 20%”	No Change
68	Section III – Technical Proposal – Standard Forms , Page – 41, Form TECH – 4 – Appendix 2	It is mentioned that the bidders must attach the work order and performance certificate of demonstrated experience in Transaction advisory services.	We request you to change the criterion to: “It is mentioned that the bidders must attach the work order or performance certificate of demonstrated experience in Transaction advisory services.”	No Change
69	Section III – Technical Proposal – Standard Forms, Page-No 48. Annexure A.3.a – Guidance note on conflict of interest	It is mentioned that: i. Potential consultant should not be privy to information from OUIDF which is not available to others; ii. Potential consultant should not have recently worked for the OUIDF overseeing the project.	We request you to kindly clarify: i. The specific nature of the information from OUIDF to which the consultants should not be privy. ii. Please define the exact period within which the consultant should not have worked for OUIDF	No change in RFP. All information connected with this RFP has been disclosed in RFP.
70	Section IV - Financial	Form FIN-2 Financial Proposal –	Considering the present inflationary	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response																
	Proposal – Standard Forms. Page -51 Form FIN-2 Financial Proposal – Cost breakdown – Summary of Financial proposal	Cost breakdown – Summary of Financial proposal	pressures, we request you to consider a price escalation after the completion of the 1st year and to index the price escalation to inflation rates. Kindly confirm.																	
71	Section IV - Financial Proposal – Standard Forms, Page- 52. Form FIN-2 Financial Proposal – Cost breakdown – Detailed Cost Calculation	<p>It is mentioned that staff requirements will be:</p> <table border="1" data-bbox="618 692 1039 1289"> <thead> <tr> <th data-bbox="618 692 831 730">Professionals</th> <th data-bbox="831 692 1039 730">Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 730 831 769">Team leader</td> <td data-bbox="831 730 1039 769">1</td> </tr> <tr> <td data-bbox="618 769 831 852">Procurement Expert</td> <td data-bbox="831 769 1039 852">1</td> </tr> <tr> <td data-bbox="618 852 831 935">Finance Expert</td> <td data-bbox="831 852 1039 935">1</td> </tr> <tr> <td data-bbox="618 935 831 973">SWM Expert</td> <td data-bbox="831 935 1039 973">1</td> </tr> <tr> <td data-bbox="618 973 831 1094">Transaction Management Expert</td> <td data-bbox="831 973 1039 1094">1</td> </tr> <tr> <td data-bbox="618 1094 831 1216">Environment and social Expert</td> <td data-bbox="831 1094 1039 1216">1</td> </tr> <tr> <td data-bbox="618 1216 831 1289">Project associate</td> <td data-bbox="831 1216 1039 1289">1</td> </tr> </tbody> </table>	Professionals	Number	Team leader	1	Procurement Expert	1	Finance Expert	1	SWM Expert	1	Transaction Management Expert	1	Environment and social Expert	1	Project associate	1	We request to consider increasing the number of project associates to 3. We are making this request since as per our experience at least 3 project associates will be required to support the project.	No Change
Professionals	Number																			
Team leader	1																			
Procurement Expert	1																			
Finance Expert	1																			
SWM Expert	1																			
Transaction Management Expert	1																			
Environment and social Expert	1																			
Project associate	1																			
72	Page-65	For additional specialized Experts from Resource pool Fee to be fixed by OUIDF based on qualification & Experience of	What will be the evaluation criteria adopted for selection of experts as part of Resource Pool.	Pool experts shall be engaged as per requirement basis and OUIDF shall fix the qualification and																

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		requirement and Service Charge of x% quoted above along with applicable GST will paid against the deployment of addition requirement of professionals based on the OUIDF request to bidders as and when required.	To encourage services of best-in-class subject matter experts, we request you to consider agreeing on professional fee rates per man-day as per market rates, towards obtaining the services of subject matter experts as part of Resource Pool.	Remuneration while seeking deployment. Agency shall be paid only Service charge as offered (Min 5%) applicable on the remuneration fixed.
73	Section VII – Terms of Reference, Page- 67 Section F. 12.A (1) – Services to be provided by the PMU – Key Professionals	It is mentioned that the team leader’s desired qualification should be: “Chartered Accountant / B.E or BTech with MBA/ at least 15 years of relevant experience in leading a team and exposures in government/bilateral/multilateral development agencies or programmes/projects funded by external aid agencies on social and economic sector projects/programmes.”	We request you to change the criterion to: “Chartered Accountant / B.E or BTech with MBA/ at least 10 years of relevant experience in leading a team and exposures in government/bilateral/multilateral development agencies or programmes/projects funded by external aid agencies on social and economic sector projects/programmes.”	No Change
74	Section VII – Terms of Reference, Page- 68. Section F. 12.A (2) – Services to be provided by the PMU – Procurement Expert	It is mentioned that the procurement expert’s desired qualification should be: “MBA / Masters / PG or equivalent degree Economics/Management OR Degree in Engineering from reputed universities / institutions with at least of 10 years of relevant experience and	We request you to change the criterion to: “MBA / Masters / PG or equivalent degree Economics/Management OR Degree in Engineering from reputed universities / institutions with at least of 7 years of relevant experience and exposures in Government / Development Sector schemes and projects. Must have exposure on	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		exposures in Government / Development Sector schemes and projects. Must have exposure on different procurement guidelines and processes in at least 2 sectors.”	different procurement guidelines and processes in at least 2 sectors.”	
75	Section VII – Terms of Reference, Page- 69. Section F. 12.A (2) – Services to be provided by the PMU – Finance Expert	It is mentioned that the finance expert’s desired qualification should be: “CA/ Masters in Economics/ ICMA/ At least 10 years of experience in fields of Finance, Financial Analysis, Urban Projects, Revenue Augmentation and Govt Projects..”	We request you to add the requirement for a MBA in finance.	No Change
76	Section VII – Terms of Reference, Page- 70. Section F. 12.A (2) – Services to be provided by the PMU – Environment and Social Expert	It is mentioned that an Environment & Social expert with the following desired qualifications is needed: “Post Graduate/ Master's degree or equivalent in environmental science, environmental engineering, environmental / urban planning, or other related disciplines. At least 8 years of experience on environmental and social impact assessment and/or environmental and social management aspects of development infrastructure	We request you to relax the requirement for an environment & social expert to be on the payroll of the firm. We will collaborate with relevant subject matter experts for the purposes of this engagement as part of Core Team or in Resource Pool. Please clarify.	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		projects and experience in implementing international environmental and social safeguards policies/standards (World Bank E&S Framework), in Indian governmental Projects along with experience with the use of various audio-visual platforms to communicate environmental and social safeguards information.”		
77	Section VII – Terms of Reference, Page- 72. Section F. 12.A (2) – Services to be provided by the PMU	It is mentioned that the replacement of key resources is not allowed in 1st year.	We request you to kindly permit up to two replacements in the 1st year keeping in mind any kind of exigencies and any unforeseen circumstances.	No change subject to Clause-12.2. Page -14 of the RFP.
78	Section VIII – Contract for Consulting Services, Page- 76. Section 1.5 – General provisions - Location	It is mentioned that the Services shall be performed at the OUIDF mentioned in ToR and at any other such locations as the Client may approve.	We understand that resource pool experts will be permitted to operate from remote locations. However need based on visits to OUIDF for presentations and data collections, research for a limited period up to 5 days may be organized. Kindly confirm our understanding.	Deployment mostly in OUIDF /in Bhubaneswar
79	Section VIII – Contract for Consulting Services, Page-82. Section 9 – Liquidated Damages	It is mentioned that the parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of	We request you to kindly include a criterion defining what consists of negligence.	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract		
80	Section VIII – Contract for Consulting Services, Page – 82. Section 9 – Liquidated Damages	It is mentioned that the amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D.	We request you to kindly specify the percentage which the liquidated damages shall not exceed.	It is 5% .Please refer the Corrigendum-1 to the RFP
81	Section VIII – Contract for Consulting Services, Page-82. Section 9 – Liquidated Damages	It is mentioned that the liquidated damages shall be applicable under following circumstances: a) If the deliverables are not submitted as per schedule as specified in SC_, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof. b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the	We request you to kindly clarify: a) Exceptions for possible delays in the deliverable schedule such as any exigency. b) The acceptability criterion for the deliverable basis which the team will build the deliverables.	Force Majeure Clause may be referred to in case of applicable exigencies. Deliverables are mostly Reports to be prepared and submitted as per existing KfW, OUIDF & Govt. SOPs, Guidelines and Reporting requirements.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Consultant shall be liable for Liquidated Damages for an amount equal to []%		
82	Section 1, Part A, Clause 4.1 , page 10	"...- Joint Venture Bidding is not permitted for this procurement	Kindly allow JV for this procurement.	No change
83	Section 1, Part A, Technical Eligibility, Category 1	"Experience in Project Transaction advisory services. Bidder should have prior experience in providing Transaction Advisory support (covering project structuring and bid process) to Govt. Dept./ Govt PSU/ Govt. Agencies/ ULB in at least 2 urban infrastructure projects"	Please modify to read ""Experience in Project Transaction advisory services. Bidder should have prior experience in providing Transaction Advisory support (covering project structuring and bid process) to Govt. Dept./ Govt PSU/ Govt. Agencies/ ULB/PPP in atleast 2 urban infrastructure projects".	No Change
84	Section 1, Part A, Technical Eligibility, Category 2	"Experience in preparation of DPRs/ Feasibility study of Urban Projects. Bidder should have prior experience in providing Detailed Project Report(DPR) / Feasibility studies for Govt. Dept./ Govt PSU/ Govt. Agencies/ ULB in atleast 2 urban infrastructure projects"	This may kindly be modified to read as ""Experience in preparation of DPRs/ Feasibility study of Urban Projects. Bidder should have prior experience in providing Detailed Project Report(DPR) / Feasibility studies for Govt. Dept./ Govt PSU/ Govt. Agencies/ ULB/PPP in atleast 2 urban infrastructure projects" This will facilitate better competition and will aid the department for better selection of services.	No change
85	Eligibility Criteria described in Clause 4B Page no-13,	The Bidder/ Consortium Member shall have an Annual Turn over of at least Rs 15 Crore in last three	Considering the above, we are requesting you to relax on Annual Turn Over itself. Kindly allow turn over at	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
	financial eligibility criteria	(3) financial years (2015-19, 2019-20 & 2020-21) from Consulting business only and a Net Worth of Minimum Rs 20 lakhs as on 31 st March 21	least Rs 8.00 Crore in last 3 financial year.	
86			Are International firms (German) allowed to bid providing they are in a consortium JV with Indian -Based firms	JV is not allowed.
87			The TORs mentioned 24 months for the project duration. Does this require 24 months for each of the 6 long -term experts mentioned ?If not, is there an estimation of the man-month needed?	No Change
88			Is there a maximum budget for the overall scope of work?	Ceiling for deployment of 7 key personnel to in the PMU is Rs 12, 00,000/- . Service charge to be quoted by bidder (min 5%. Maximum no limit).
89	Section VII: Terms of Reference . Point no-9: Pool of Technical Advisor Page- 65	Apart from the above positions, the PMU is expected to have specialised resources based on need of client either for short/long duration based on project requirement. Bidders are expected to provide/deploy the required resource as and when requested by OUIDF for the specific duration. OUIDF shall inform the qualification,	Whether the CVs of the specialized Resources (other than PMU) need to be submitted along with the proposal.	No

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		<p>Experience and expertise required and maximum fee payable to such Expert. The Bidder shall arrange such expert and submit the Cv to client. Client after examining the CV and if required interviewing the Expert and shall give approval for placing the Expert. The bidder will charge a Service Charge/Fee as to be agreed in Financial Bid and applicable GST over the fee fixed by client for such expert against each deployed resources.</p> <p>Sl. No. INDICATIVE AREAS OF EXPERTISE 1. GIS Expert 2. Sr. Procurement Specialist and Contract Management 3. Legal (urban sector) expert 4. Water and Sanitation Expert 5. Solid Waste Management 6. Environmental and Social Expert 7. Transportation Expert 8. Electric Engineer 9. Urban Planner 10. CA / Finance Expert with Govt Experience 11. CS/ MCA/ Computer Engineer</p>		
90		12. Qualification, Experience and	Request you to kindly confirm whether	No.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		Job Description of Key Experts in PMU at OUIDF, Page No. 67 of Section IV, Terms of Reference The Agencies are expected to share the CV of proposed key experts for deployment at OUIDF, against the required position based on the qualification and as per past experience	the Agencies are supposed to furnish the CVs as per the positions stipulated in Clause 12. Qualification, Experience and Job Description of Key Experts in PMU at OUIDF, Page No. 67 along with the Technical Proposal or is it to furnished after award of work by the selected bidder	Agency shall submit the CV s for experts mentioned in Bid data sheet 20.1 -subclause 4 under Institutional Strength along with Technical Proposal for evaluation purpose.
91		11. Payment Terms, Section IV, Terms of Reference The payment to the Consultant Firm / Agency will be made on Monthly basis on submission of the monthly invoice of actual payment to Professional Experts. The Agency shall be paid on monthly basis based on Attendance Statement of Experts & on submission of the individual Salary/ Remuneration Credit Statement of all the Experts to OUIDF for release of payment .	Request you to kindly allow to submit the Attendance sheet and Monthly Progress Reports. Based on which the monthly payments shall be made instead of providing monthly invoice of actual payment to Professional Experts as the Salary provided to the professional experts are confidential in nature.	Please s refer -Sl. No-52
92		11. Payment Terms, Section IV, Terms of Reference There will be provision of Price escalations of 05% (five percent) after completion of 2nd year of service if contract is extended for further	Request you to kindly keep a provision for Price escalations of atleast 10% (ten percent) at the end of each year instead of 5% after completion of 2nd year. Looking at the current economic scenario and expectations of the	No Change

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
		period. However, Service Fee offered will remain firm with no provision of escalation.	Professional Experts and in order to retain them till the end of the contract period, it is requested to make the above changes.	
93		Service Fee	As stated in Clause 21.7, the Service charges below 5% shall be considered as abnormally low and such offer shall be rejected. Request you to kindly clarify if there is any cap on the maximum Service Fee to be quoted by the bidder.	No Upper Cap for Service Charge
94		Clause 9, Additional Specialized Experts from Resource Pool Apart from the above positions, the PMU is expected to have specialized resources based on need of client either for short/long duration based on project requirement. Bidders are expected to provide/deploy the required resource as and when requested by OUIDF for the specific duration	As stated in the RFP that apart from the above positions, the PMU is expected to have specialized resources based on need of client either for short/long duration based on project requirement. Bidders are expected to provide/deploy the required resource as and when requested by OUIDF for the specific duration. Request you to kindly clarify the total number of additional resources and type envisaged.	There are 11 categories of experts indicated in the ToR – Clause -9 may be deployed as per requirement basis. However exact requirement will be based on need basis to be intimated when required. Page- 65
95	General	Limits of Liability	There is no clause of Limits Liability in the RFP. We request you to please insert/ issue a clause on Limitation of liability through Corrigendum. As standard practice, the limitation of	Not accepted.

Sl. No.	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
			liability for the consultancy contracts in one time of the Consultancy fee.	
96	General	Last date for Submission of Bid	Request to extend the last date for submission of bid to at least 20 days from the date of issue of bid clarifications by OUIDF	No change