

Reply to Pre-Bid Queries for “Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF”

S. No.	As per RFP	Suggestions / Clarifications as sought by Consultants	Reply to Pre-Bid Queries
1.	<p>2 Instructions to Bidders- Page -12 2.18 Bid Security The Bidder shall furnish as part of its Proposal, a bid security of Rs. 80,000 /- (Rupees Eighty Thousand only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the “The Secretary, OUIDF” payable at Bhubaneswar, India (the "Bid Security")</p>	<p>We would like to request you to also consider Bank Guarantee for Bid Security. With respect to the submission of Bid Security in the form of Bank Guarantee we request you to kindly provide the following:</p> <ul style="list-style-type: none"> • Bank Guarantee for EMD FORMAT, • Bank Guarantee for EMD validity date (Date/Month/Year), • Client official designation and client full address with Pin code to be written on the Bank Guarantee for EMD. <p>Whether NSIC registers Micro & Small Enterprises (MSEs) registered with NSIC is exempted from payment of Bid Security? Kindly clarify</p>	RfP condition shall prevail.
2.	<p>Annexure XI: Financial Proposal, Note: & General Conditions of Contract: Clause 6.1 Lump Sum Remuneration. Page – 44 and 55</p> <p>The Financial Proposal is inclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.</p> <p style="text-align: center;">&</p> <p>The Consultant's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.</p>	<p>Please clarify whether Office Space shall be provided by Client, or Consultant has to arrange own Office Space.</p> <p>If Consultant has to arrange own Office Space, this will be reflected in the Financial Proposal.</p>	It is on the sole desecration of the Consultant, the consultant has to make own arrangement for office space based on their requirement and need of the project.
3.	<p>2 Instructions to Bidders: Page 18,19 3.1.2 The Minimum Qualification criterion & Marketing of qualified persons for the purpose of evaluation</p>	<p>Please provide the person-month distribution for all Key Experts:</p> <ol style="list-style-type: none"> i. Team Leader; ii. Public Sector Expert; iii. Finance Expert; and iv. IT Expert 	This is a lump sum contract, calculation & distribution of individual Man-month is to done by the Bidder as per requirement. All the Key experts should be available during the contract period for clarification and discussion.

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4.	<p>Annexure I: Terms of Reference- Page 27 7 Outcome & Deliverables</p> <table border="1" data-bbox="163 219 785 932"> <thead> <tr> <th data-bbox="163 219 233 282">S No</th> <th data-bbox="233 219 554 282">Deliverable</th> <th data-bbox="554 219 785 282">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="163 282 233 345">1</td> <td data-bbox="233 282 554 345">Inception Report</td> <td data-bbox="554 282 785 345">10 days from signing of LoA</td> </tr> <tr> <td data-bbox="163 345 233 440">2</td> <td data-bbox="233 345 554 440">Presentation on Inception Report</td> <td data-bbox="554 345 785 440">10 days from submission of Inception Report</td> </tr> <tr> <td data-bbox="163 440 233 561">3</td> <td data-bbox="233 440 554 561">Draft Business Model Plan report and presentation</td> <td data-bbox="554 440 785 561">30 days from submission of Inception Report</td> </tr> <tr> <td data-bbox="163 561 233 683">4</td> <td data-bbox="233 561 554 683">Presentation on Draft Business Model Plan report and presentation</td> <td data-bbox="554 561 785 683">10 days from submission of Draft Business Plan report</td> </tr> <tr> <td data-bbox="163 683 233 805">5</td> <td data-bbox="233 683 554 805">Final report on Business Model Plan and Financial Self Sustainability</td> <td data-bbox="554 683 785 805">25 days from the approval of Draft Business Plan report</td> </tr> <tr> <td data-bbox="163 805 233 932">6</td> <td data-bbox="233 805 554 932">Presentation on Final Business Model Plan and Financial Self Sustainability</td> <td data-bbox="554 805 785 932">5 days from submission of Final Business Plan report</td> </tr> </tbody> </table>	S No	Deliverable	Timeline	1	Inception Report	10 days from signing of LoA	2	Presentation on Inception Report	10 days from submission of Inception Report	3	Draft Business Model Plan report and presentation	30 days from submission of Inception Report	4	Presentation on Draft Business Model Plan report and presentation	10 days from submission of Draft Business Plan report	5	Final report on Business Model Plan and Financial Self Sustainability	25 days from the approval of Draft Business Plan report	6	Presentation on Final Business Model Plan and Financial Self Sustainability	5 days from submission of Final Business Plan report	<p>Please provide us with the exact time duration of the Project.</p> <p>Please confirm the project timeline.</p> <p>The Inception Report has to be submitted on 10th day from signing of LoA and Draft Business Model Plan Report within 30 days from submission of Inception Report. Thus, Draft Business Model Plan Report shall be submitted on 40th day from signing of LoA. Kindly clarify.</p> <p>The timeline for submission of Final report on Business Model Plan and Financial Self Sustainability will be 25 days from the approval of Draft Business Plan report. In this context, kindly clarify the duration of the assignment and anticipated person month of key experts.</p> <p>A timeline of 30 days is provided for submission of the Draft Business Plan. Given the exhaustive scope and the extent of work expected from the Consultant, this timeline is extremely short. Request Client to extend this to at least 80 days in order to complete discussions at all levels and provide a comprehensive business plan that meets the requirements of OUIDF.</p> <p>Based on our prior engagement in preparation of business plan, we feel that the timelines for the engagement is quite low. The scope of work is quite extensive and includes a wide range of activities which would consume significant amount of time and effort for completion. Hence, we request if the project engagement period can be extended to at least 120 days for ensuring quality in delivery.</p> <p>Accordingly, the key milestones is as below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inception report & presentation – 10 days from signing of LoA (Total 10 days) <input type="checkbox"/> Interim report & presentation – 25 days from submission of inception report (Total 35 days) <input type="checkbox"/> Draft Business model report – 40 days from submission of interim report (Total 75 days) <input type="checkbox"/> Draft Business model report & presentation – 10 days from submission of Draft Business plan report (Total 85 days) <input type="checkbox"/> Final Business model/ plan – 25 after draft business plan report & presentation (Total 110 days) <input type="checkbox"/> Final Report presentation – 10 days from submission of final report (Total 120 days) 	<p><u>Please refer Addendum</u></p>
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		<p>In order to successfully deliver the engagement, it is imperative the consultant gains an in- depth understanding of existing processes. The timeline of submission of inception i.e. 10 days from signing of LoA report is too short for developing a discernible insight.</p> <p>Therefore, it is suggested if the same may be increased to 20 days</p> <ul style="list-style-type: none"> • The table mentions Part I. Is there any Part II as well to the table? • While the table at page 27 mentions a certain schedule of delivery, clause 2.2 of SCC mentions yet another schedule of delivery. <p>Kindly confirm.</p> <p>Given the request to extend the submission date of Inception Report by a month's time, the duration of the Project may be extended and exact duration be mentioned.</p> <p>It is requested to clarify the duration of the engagement</p>	
5.	<p>2 Instructions to Bidders: Page 19</p> <p>3.1.2 The Minimum Qualification criterion & Marketing of qualified persons for the purpose of evaluation: 4 Approach & Methodology with Power Point</p>	<p>Is it a requirement that Power Point Presentation is also provided along with the Technical Proposal in the hard copy?</p> <p style="text-align: center;">Or,</p> <p>Presentation on the proposed approach & methodology shall be provided later after opening of bids.</p>	<p>No, the hard copy of Power Point Presentation is not required with proposal. Bidder need to make presentation on the date provided by OUIDF after opening of Technical Proposal.</p>
6.	<p>2 Instructions to Bidders:18</p> <p>3.1.2 The Minimum Qualification criterion & Marketing of qualified persons for the purpose of evaluation: Qualification and relevant expertise of the Key Personnel</p> <p>I. Public Sector Expert - Education Qualification: MBA/Post Graduation in Public Policy, Should have at least 15 years of advisory experience on preparation of policies & operational activities, strategic planning preferably in Service Sector/PSU's/ parastatal & other reputed companies in India.</p>	<p>Kind request to relax the educational qualification criteria of Public Sector Expert.</p> <p>Suggestion is to include All Post Graduate in Policy (Public, Social etc) and Planners who by virtue of working experience in several projects of given nature both nationally and internationally, have an upper hand to do due diligence to the project.</p> <ul style="list-style-type: none"> a. Required experience in countries other than India should also be considered. b. Suggested experience requirement range for Public Sector Expert may range from 10 – 15 years. 	<p style="text-align: center;"><u>Please refer Addendum</u></p>

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		<p>As per this scheme of marking, the entire scheme of marks seems to be hinging on assignments, as in, a person who has three such assignments as a Public Policy Specialist should get 7.5 marks out of 7.5; no marks being considered for qualifications.</p> <p>If this is the case, it is requested that personnel who have similar experience, despite different educational qualifications also be considered. As it is, none of the positions or capabilities are legally protected competencies.</p> <p>Also, given the fact that the mandate of OUIDF is to deal with municipal bodies, and that municipal bodies in Odisha (as with most other States) have limited financial capacity, it may be worthwhile to include professionals who have direct experience in municipal finances or significant exposure to urban affairs; this may be included as part of experience/ competencies.</p> <p>The years of experience required for the Team Leader is 15 years, and the years of experience required for Public Sector Expert is also 15 years. In our experience as project management consultants having provided services across industry and managed various projects of teams varying in their sizes, we believe that the expert functioning under the Team leader should be junior in terms of experience. This ensures a better coordination and line of communication thereby improving the quality of project deliverable and team efforts. We request you to reduce the experience of the Public Sector Expert from 15 years to 10 years</p> <p>Considering that the profile of the Team leader and the Public sector expert is overlapping. Hence we request if the positioning may be split up according to the scope of work as follows:</p> <p>i) Infrastructure finance and capital market expert Education Qualification: MBA/ CA/ Post Graduation in Cost Accounting and equivalent Should have at least 15 years of experience in understanding the infrastructure finance landscape, financial markets and instruments including capital market instruments. Should also have demonstrated project experience in preparing Business plans.</p> <p>ii) Institutional expert Education Qualification: Post Graduation in Management/ Cost Accounting and equivalent Should have atleast 15 years of experience in working with funds/</p>	

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		<p>financial institutions. Understanding of the internal processes, staffing and KRA, operational manual, managing stakeholders/ investors, project development, appraisal and monitoring In case of non-approval of the above, We request if the educational qualification for the public sector expert to include: Education Qualification: Post Graduation in Management/ Public Policy/ Cost Accounting and equivalent.</p> <p>Request to amend the criteria as below: Education Qualification: MBA (or equivalent)/Post Graduation in Public Policy Should have at least 15 years of advisory experience on preparation of policies & operational activities, strategic planning preferably in Service Sector/PSU's/ parastatal & other reputed companies in India. Projects experience in the domain of Business Plan preparation & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU.</p> <table border="1" data-bbox="821 784 1482 857"> <tr> <td>1.</td> <td>Qualification + 15 years of experience</td> <td>5</td> </tr> <tr> <td>2.</td> <td>Project experience</td> <td>5</td> </tr> </table>	1.	Qualification + 15 years of experience	5	2.	Project experience	5	
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7.	<p>2 Instructions to Bidders: 3.1.2 The Minimum Qualification criterion & Marketing of qualified persons for the purpose of evaluation: Qualification and relevant expertise of the Key Personnel II. Finance Expert – educational qualification CA/MBA (Finance)</p>	<p>Kind request to relax the educational qualification criteria of Finance Expert. Suggestion is to include also Economist who by virtue of working experience in several projects of given nature both nationally and internationally, have an upper hand to do due diligence to the project.</p> <p>Education Qualification: CA/MBA (Finance) or equivalent. Experience Requirement: Overall experience of 10 years in relevant area of funding, revenue estimation, cost structure, revenue structure of organization & as stated in scope of work. Projects experience in the domain of Business Plan preparation & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU.</p> <table border="1" data-bbox="837 1365 1482 1463"> <tr> <td>1.</td> <td>Qualification + 10 years of experience</td> <td>5</td> </tr> <tr> <td>2.</td> <td>Project experience</td> <td>5</td> </tr> </table>	1.	Qualification + 10 years of experience	5	2.	Project experience	5	RfP condition shall prevail.
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8.	<p>2 Instructions to Bidders: 3.1.2 The Minimum Qualification criterion & Marketing of qualified persons for the purpose of evaluation: Qualification and relevant expertise of the Key Personnel</p> <p>Expertise and Experience of the Team Leader: the team leader must have successfully completed minimum 2 projects for which the Consultant (Agency) has claimed experience in addition to other individual project experiences...& PSU.</p>	<p>Number of projects for evaluating the credentials of Team Leader is specified. In a similar manner kind request to furnish minimum number of projects to evaluate the 1. Public Sector Expert. 2. Finance Expert and 3. IT Expert.</p> <p>We feel that, the qualifying criteria is very stringent for the Team Leader, which would lead to a very few number of experts qualifying for the role, leading to fewer firms to submit the response to the RFP. There will always be an instance, where the expert may have experience from his/her previous firm/work and could be part of the organization since last 1-2 years, and during the period, the organization may not have executed assignment of the same nature and vice versa. Hence, we request to kindly re-consider this clause and consider agency expertise and experience of experts as separate criteria.</p> <p>It is expected that the Team Leader have 2 Projects which the Bidder is claiming as experience. This limits the firm from appointing senior experts who are not employed with the firm and therefore, the experience profile would not necessarily be the same as the firm. This requirement may please be removed.</p> <p>Further, the marking system is such that there is no weightage given for the qualification and the length of experience. It is suggested that marks be divided proportionately for qualification & length of experience and project experience in the following manner:</p> <p>The Team leader should have at least 15 years of advisory experience including experience of working in the matters of preparation of business model plan & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSUs in India in form of Vision Document. Education Qualification: Post graduate Degree in Management /MBA (or equivalent).</p> <table border="1" data-bbox="842 1325 1482 1414"> <tr> <td data-bbox="842 1325 898 1385">1.</td> <td data-bbox="898 1325 1371 1385">Qualification(MBA/equivalent) + 15 years of experience</td> <td data-bbox="1371 1325 1482 1385">15</td> </tr> <tr> <td data-bbox="842 1385 898 1414">2.</td> <td data-bbox="898 1385 1371 1414">Project experience</td> <td data-bbox="1371 1385 1482 1414">10</td> </tr> </table>	1.	Qualification(MBA/equivalent) + 15 years of experience	15	2.	Project experience	10	<p><u>Please refer Addendum</u></p>
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		<p>Considering the nature of the assignment, we suggest considering at least 10 years of relevant experience for Team leader and Public Sector expert the positions.</p> <p>As per this scheme of marking, the entire scheme of marks seems to be hinging on number of assignments, as in, a person who has four such assignments should get 20 marks out of 20; no marks being considered for qualifications.</p> <p>If this is correct, it is requested that the requirements of educational qualifications and having "...successfully completed minimum 2 projects for which the Consultant (Agency) has claimed experience....." be dispensed with, as they seem to serve little or no purpose.</p>																																																	
9.	<p>Annexure I: Terms of Reference</p> <p>3. Scope of Work:</p> <ul style="list-style-type: none"> Part I A. Desk Research & Analysis 6 Outcome & Deliverables Inception Report – 10 days from signing of LOA 	<p>The scope and extent of work to be carried out is maximum at project commencement/ inception report stage i.e. 10 days.</p> <p>This we feel is too short, at least a months' time should be given / considered to do due diligence to carry out the activities listed.</p>	<u>Please refer Addendum</u>																																																
10.	<p>Annexure I: Terms of Reference 9 Payment Schedule</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Deliverable</th> <th>Timeline</th> <th>Payment Milestone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>10 days from signing of LoA</td> <td></td> </tr> <tr> <td>2</td> <td>Presentation on Inception Report</td> <td>10 days from submission of Inception Report</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Draft Business Model Plan report and presentation</td> <td>30 days from submission of Inception Report</td> <td>40%</td> </tr> <tr> <td>4</td> <td>Presentation on Draft Business Model Plan report and presentation</td> <td>10 days from submission of Draft Business Plan report</td> <td></td> </tr> <tr> <td>5</td> <td>Final report on Business Model Plan</td> <td>25 days from the approval of</td> <td>45%</td> </tr> </tbody> </table>	S. No.	Deliverable	Timeline	Payment Milestone	1	Inception Report	10 days from signing of LoA		2	Presentation on Inception Report	10 days from submission of Inception Report	10%	3	Draft Business Model Plan report and presentation	30 days from submission of Inception Report	40%	4	Presentation on Draft Business Model Plan report and presentation	10 days from submission of Draft Business Plan report		5	Final report on Business Model Plan	25 days from the approval of	45%	<p>Suggestion is to modify payment schedule as per following:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Deliverable</th> <th>Timeline</th> <th>Payment Milestone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>10 days from signing of LoA</td> <td>25%</td> </tr> <tr> <td>2</td> <td>Presentation on Inception Report</td> <td>10 days from submission of Inception Report</td> <td>15%</td> </tr> <tr> <td>3</td> <td>Draft Business Model Plan report and presentation</td> <td>30 days from submission of Inception Report</td> <td>25%</td> </tr> <tr> <td>4</td> <td>Presentation on Draft Business Model Plan report and presentation</td> <td>10 days from submission of Draft Business Plan report</td> <td>15%</td> </tr> <tr> <td>5</td> <td>Final report on Business Model Plan and Financial</td> <td>25 days from the approval of Draft Business Plan report</td> <td>15%</td> </tr> </tbody> </table>	S. No.	Deliverable	Timeline	Payment Milestone	1	Inception Report	10 days from signing of LoA	25%	2	Presentation on Inception Report	10 days from submission of Inception Report	15%	3	Draft Business Model Plan report and presentation	30 days from submission of Inception Report	25%	4	Presentation on Draft Business Model Plan report and presentation	10 days from submission of Draft Business Plan report	15%	5	Final report on Business Model Plan and Financial	25 days from the approval of Draft Business Plan report	15%	<u>Please refer Addendum</u>
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6		Presentation on Final Business Model Plan and Financial Self-Sustainability	5 days from submission of Final Business Plan report	5%	6	Presentation on Final Business Model Plan and Financial Self-Sustainability	5 days from submission of Final Business Plan report	5%
					<p>The level of research and review required for the inception phase (as defined in the scope of work) is quite extensive, albeit being desk based research. Moreover we feel that the payment linked to inception report is not commensurate with the scale of activity to be completed till the phase.</p> <p>While we have been associated with OUIDF and understand the entities context, many of the other bidders would have to start with understanding the base context including the level of information available with the departments. Hence, request if the initial desk based research can be divided into two distinct phases & deliverables:</p> <p>Inception report and Interim report</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inception report focus on detailed approach to the engagement as well as the review of the information available with stakeholders. This may be submitted within 10 days (As per RFP) <input type="checkbox"/> Interim report shall capture the as-is analysis and diagnostic assessment of OUIDF including the financial products, key challenges and opportunities (product and sector/ market level) etc. This may be submitted within 25 days (after completion of inception presentation) <p>Accordingly request if the payment milestones may be revised as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inception report & presentation – 10% <input type="checkbox"/> Interim report & presentation – 25% <input type="checkbox"/> Draft Business model report & ppt – 25% <input type="checkbox"/> Final Report – 35% <input type="checkbox"/> Final Report presentation – 5%. 			

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11.	<p>2 Instructions to Bidders:- Page 16 2.26 Commencement of assignment The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed.</p>	Request to commence services within 15 days of the date of the Agreement. If office space is not provided by Client, therefore it will take some time to establish office.	RfP condition shall prevail.														
12.	<p>Annexure I: Terms of Reference- Page-24 3. Scope of Work: • Part I A. Desk Research & Analysis (Sl. No. 1 -7)</p>	All existing documents, reports, data as available with OUIDF to be provided to Consultants, immediately upon project commencement, as the time is too short for submission of Inception Report within 10 days.	All the data & documents are readily available at OUIDF, any specific information required will be made available on written request.														
13.	<p>Annexure I: Terms of Reference- Page 24 3. Scope of Work: • Part I A. Desk Research & Analysis (Sl. No. 3 and 4) 1. Discussion with management of OUIDF and officials of the Housing and Urban Development Department Odisha on future strategic business focus of OUIDF and extent of past and future financial support from Government of Odisha, National Programs, and other donors. 4. Strategic analysis of industry structure and market potential for the OUIDF in various sectors in Odisha, including the potential of new/additional sectors which are so far not part of OUIDF's portfolio.</p>	Request OUIDF to facilitate such meetings.	All meetings with officials of the Housing and Urban Development Department Odisha will be facilitated by OUIDF on advance intimation on mutually agreed date.														

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14.	Annexure I: Terms of Reference- Page 24 3. Scope of Work	Request to share any background material, which would assist to build upon the Technical Proposal, i.e. Approach and Methodology.	All the relevant information are provided in the Terms of Reference and materials are provided on OUIDF website.												
15.	Annexure I: Terms of Reference- Page 27 5. Deployment of Staff of the Consultant i. The Project Manager shall be responsible for the preparation Business Model Plan for Financially Self-sustainable of OUIDF. It is the responsibility of the Consultant to conduct site visits/ interview/discussion during the preparation of the report on Financially Self-Sustainable Business Model for OUIDF. The Consultant shall deploy teams as per the scope of work. The submission of the draft report within 30 days of the signing of the Agreement.	a. Is the Project Manager from Consultant team or Client? If from the consultant team then the position of Project Manager is not reflected in 3.1.2 of RFP. What would be the person months for the Project Manager? b. As part of Outcome & Deliverables, the Inception Report requires to be submitted within 10 days from signing of LOA, whereas Point 5 states "The submission of the draft report within 30 days of the signing of the Agreement", please clarify?	The project Manager can be read as Team Leader in Terms of Reference. <u>Please refer Addendum</u>												
16.	Annexure XI: Financial Proposal- Page 44 <table border="1" data-bbox="163 586 735 808"> <thead> <tr> <th>Particulars</th> <th>Consultancy Fees (INR) in figures</th> <th>Consultancy Fees (INR) in words</th> </tr> </thead> <tbody> <tr> <td>Amount</td> <td></td> <td></td> </tr> <tr> <td>Tax GST if any@.....%</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> </tr> </tbody> </table> Note: 2 The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except Goods & Service Tax.	Particulars	Consultancy Fees (INR) in figures	Consultancy Fees (INR) in words	Amount			Tax GST if any@.....%			Total			Please clarify, as in the tabular form of the Financial Proposal format, GST is included, while Sl. No. 2 of Note says except GST.	As per Sl no. 2, bidder need to prepare their financial proposal taking into account all the taxes i.e. income tax, professional tax and education cess or any other relevant taxes. The applicable GST will be added on and above "Financial Proposal" in the table provided in Annexure XI. <u>Please refer Addendum</u>
Particulars	Consultancy Fees (INR) in figures	Consultancy Fees (INR) in words													
Amount															
Tax GST if any@.....%															
Total															
17.	2. Instructions to Bidders- Page 5 II. Financial Capacity b) The Bidder must have an annual average turnover from management consulting business of at least INR 1.00 crore (Rupees One Crore Only) during last three financial years i.e. April 2016 to March 2019. Fee from services other than management consultancy viz. audit, tax, etc. would not be included. The Bidder shall have positive net worth. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover and net worth in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.	We would request you to kindly increase the average annual turnover of the company to at least INR 50 Crore (Rupees Fifty Crore) during the last three financial years for your kind consideration. Please consider and confirm. At page no. 3 the Authority is seeking internationally reputed consultants whereas at page no. 5 the qualifying threshold for financial capacity is Rs. 1 crore (average annual T/O for last three years). This is expected to open up the competition to very small players in the field of mgmt. consulting. We request you to kindly escalate the T/O threshold to at least Rs 10 crore.	RfP condition shall prevail.												

S. No.	As per RFP	Suggestions / Clarifications as sought by Consultants	Reply to Pre-Bid Queries
		<p>We request that the minimum average turnover required to be financially eligible to apply for this RfP be increased from 1 crore to at least 100 crore. This will ensure that firms with higher quality of work a financial strength would apply for the same subsequently improving the quality of work and deliverables submitted needless to mention bring also a higher degree of professionalism.</p> <p>For an assignment as important as this, the turnover criteria is low. Request client to increase this to atleast Rs. 25 crores annually in the last 3 financial years.</p> <p>This is a strategic assignment for OUIDF and hence the selection criteria for consultant should ensure that only well-experienced consultants are eligible. Whereas, it is noted that the current eligibility criteria of INR 1.00 crore is too low and does not correspond to the experience envisaged.</p> <p>Hence, for ensuring a level competition amongst experienced consultants, it is requested to increase the minimum annual average turnover requirement during last three financial years to at least INR 200 crore.</p> <p>This seems too low keeping in view that OUIDF seeks invitations from internationally reputed Consultancy firms (para 1 of Letter of Invitation, page 2 of the RFP). Request if this is increased to at least INR 10 crore.</p>	
18.	<p>Clause 2.5- Page 6 Due Diligence by Bidder: Bidders are encouraged to submit their respective Proposals after visiting the Project site/offices and ascertaining for themselves the conditions, location, surroundings, climate, access to site, availability of data with OUIDF, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate the OUIDF in advance.</p>	<p>As this is an Institutional mandate, we assume that the reference of site visit in the said clause is more of a general in nature and is present in the document as a standard clause. Kindly clarify.</p>	<p>This is a standard clause where bidder are encouraged to make their assessment of all the aspects, before preparing the proposals.</p> <p>RFP Condition shall Prevail.</p>
19.	<p>Clause 8.8 – Page 24 B. Report 8. Calculate a business model and business plan for the OUIDF based on the analyses and assumptions derived from the Desk Research & Analysis, considering different scenarios regarding the future strategic business focus of the OUIDF (i.e. range of sectors served and respective cost structure; market potential; financial support from the Government; other revenue sources; etc.).</p>	<p>Conventionally, a Management Consultancy would consider logical number of scenarios. However, from contractual prudence point of view, it is advisable to peg the number of scenarios to a certain number.</p>	<p>RFP Condition shall Prevail</p>

S. No.	As per RFP	Suggestions / Clarifications as sought by Consultants	Reply to Pre-Bid Queries									
20.	<p>Clause 11 – Page 25</p> <p>Business model options/alternatives presented in the Report shall show the requirements and potentially the limits for a -long term financial sustainability of OUIDF. The agenda needs to be developed keeping in mind, the need and requirement of present & future of OUIDF, while ensuring self-sustainable growth and profitability of the institution in the long term. The consultant must present the plan and produce to clearly demonstrating results.</p>	<p>Profitability in governance is a skewed concept. Government and their respective departments don't work to earn profits. At the max they may attempt to optimize costs, reduce bureaucracy and enhance 'Ease of Doing Business' for other stakeholders.</p> <p>Hence, OUIDF should not aim at profitability and in the long term should definitely aim at just being self-sustainable to take care of its own costs. In doing so, if at all it becomes financially profitable, it would be an added advantage but that should not be the aim.</p>	RFP Condition shall Prevail									
21.	<p>Clause 12 – Page 25</p> <p>The Consultant will draft the strategic options for a business model for long term financial sustainability of the OUIDF by engaging with OUIDF team and the officials from the concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals and if required will spend considerable time in the above mentioned offices to understand the current business model and identify potential for future business.</p>	<p>We have reviewed the OUIDF website, its funding policy and feel that there will be significant interaction with various stakeholders in due course of the assignment. However, all these meetings/ engagements will happen on stand along basis. Hence it is pertinent to have a common stakeholder workshop after the draft report is submitted so that everyone is appraised about the development and one more round of interaction at common platform happens.</p> <p>This then also calls for extending the assignment period appropriately.</p>	OUIDF to assist in such meetings, the way forward will be discussed and decided in Kick-off meeting after signing of Contract Agreement with the successful bidder.									
22.	<p>5 (i) and 7 (3)- Page 27</p> <p>5. Deployment of Staff of the Consultant</p> <p>i. The Project Manager shall be responsible for the preparation Business Model Plan for Financially Self-sustainable of OUIDF. It is the responsibility of the Consultant to conduct site visits/ interview/discussion during the preparation of the report on Financially Self-Sustainable Business Model for OUIDF. The Consultant shall deploy teams as per the scope of work. The submission of the draft report within 30 days of the signing of the Agreement.</p> <p>Outcome and deliverables Table at Sr. no. 7 on page 27</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Deliverable</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td colspan="3">Part -I</td> </tr> <tr> <td>3</td> <td>Draft Business Model Plan report and presentation</td> <td>30 days from submission of Inception Report</td> </tr> </tbody> </table>	S. No.	Deliverable	Timeline	Part -I			3	Draft Business Model Plan report and presentation	30 days from submission of Inception Report	<p>Whereas 5 (i) mentions: The submission of the draft report within 30 days of the signing of the Agreement, 7 (3) mentions: 30 days from submission of Inception Report</p> <p>Need to streamline the difference.</p> <p>Please clarify and confirm.</p>	<u>Please refer Addendum</u>
S. No.	Deliverable	Timeline										
Part -I												
3	Draft Business Model Plan report and presentation	30 days from submission of Inception Report										

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
23	Pg. 5, Clause 2.1.2, Technical Capacity	<p>The proof so such engagements to be furnished to display technical capacity is requested in the form of Work Orders and completion certificates. We understand that this is required to ensure that each project showcased here has a minimum fee of INR 5,00,000/- received. We request that the documentation to support our claim can also include a CA/ Statutory Auditor's certificate displaying the project's name and fee received may kindly be accepted.</p> <p>It is requested to consider revising the existing condition to "The proof of such engagements should be provided in the form of Client work order / Completion Certificate with scope of work and consultancy value in Technical Proposal.</p> <p>As most of the business plan, which are part of large-scale donor program funding work for the state, do not provide completion certificate. It can be further requested to consider final reports stating technical capability/capacity requirement.</p>	<u>Please refer Addendum</u>
24	Pg. 18, Clause 3.1.2, Sr. No. 1, Relevant Project Experience of the Agency	<p>We understand that the total number of Projects to be furnished, to secure the maximum marks (40 marks) under this section, the firm will need to furnish a total of 8 projects meeting the criteria mentioned under this clause. In many smart cities engagements, smart city plans are also being written which qualifies the business plan vision. Request to clarify whether such plans / visions documents will qualify for evaluation purposes.</p> <p>Relevant project Experience of the Agency</p> <p>a. The Consultant must have experience in providing consulting services in formulation and implementation of Business plan, vision document strategic roadmap, to Government undertaking institutions/ trusts, Indian Public Sector units, Banks / Financial Institutions and parastatals, for a minimum of 4 project in the last 7 years and fee received for each assignment shall be Rs. 5 lakhs or above.</p> <p>Clarification Sought: Since ULBs are important stakeholders for OUIDF Trust, whether formulation and implementation of Business plan and vision document strategic roadmap for ULBs will be considered for evaluation.</p> <p>Request to include projects in the last 10 years rather than 7 years.</p> <p>Request to not include any time limit for the number of assignments. The requirement may be amended as below: "The Bidder shall have experience in providing consulting services in formulation and implementation of business model, vision document and strategic roadmap for Government undertaking institutions/trusts, Public Sector units, Banks/Financial Institutions and Parastatals for a minimum of 4 projects for different institutions and fee received for each assignment must be Rs. 5 lakhs or above.</p>	<p style="text-align: center;">RFP Condition shall Prevail</p> <p style="text-align: center;"><u>Please refer Addendum</u></p> <p style="text-align: center;">RFP Condition shall Prevail</p> <p style="text-align: center;">RFP Condition shall Prevail</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
		<p>2. Where completion certificate is not available, can proof of payment be submitted as an alternate to show completion of the assignment?</p> <p>We request you to kindly consider the following:</p> <ol style="list-style-type: none"> 1. Instead of fee received, we request you to kindly consider the consultancy value since typically work order / completion certificate typically do not provide information on fee received by the consultants. 2. Proof of such engagements as either client work order or completion certificates. However, it may be mandated that such supporting documents should have scope of work and consultancy value <p>It is requested to consider the experience in providing consulting services in formulation and implementation of business model, vision document and strategic roadmap for Government undertaking institutions/trusts, Public Sector units, Banks/Financial Institutions and Parastatals for a minimum of 4 projects for different institutions in the last 10 years and fee received for each assignment must be Rs. 5 lakhs or above.</p>	<p><u>Please refer Addendum</u></p> <p><u>Please refer Addendum</u></p> <p>RFP Condition shall Prevail</p>
25	Pg. 19, 3.1.2, Note below the table for marking criteria	<p>The replacement clause for the Team Leader reads that a 10% penalty would be induced onto the firm for change in the CV before 3 months. The total duration of the assignment already is 90 days (3 Months), we request clarity on the same. Also, we wish to clarify that in an eventuality of request for change of the Team Leader or other key personals by the Client/OUIDF, the firm shall not be liable for any penalties whatsoever.</p> <p>Last bullet on page 19 regarding replacement and Outcome and deliverables table at Sr. no. 7 on page 27. Page 17 & 27.</p> <p>Last bullet on page 19: The CV of Team leader & other Team member will not be replaced in the first 3 months, any replacement of Team Leader after 3 months, a deduction of 10% from the total fee shall be imposed. In the event of medical exigencies/death/resignation/termination replacement shall be allowed with prior approval of OUIDF, with equal or better credentials., without any deduction.</p> <p>Query: Both the referred clauses appear to be contradictory as the total duration of the assignment is about 90 days. Please clarify and confirm.</p>	<p><u>Please refer Addendum</u></p>
26	Page 41, Annexure X	<p>Since this is short assignment and there is no working arrangement from client, it is understood that the staff are not required to attend office and comply the office timings of OUIDF. They can work offsite and visit OUIDF as and when required. However the logistic expenses of the staff to travel to the required places for study would be claimed separately and OUIDF would bear the expenses.</p>	<p>RfP condition shall prevail.</p>
27	Page 42, Annexure X, Manning Schedule	<p>In the RFP, there is no mention of the support staff for this project. Please clarify the roles and responsibility of the support staff as well as their eligibility criteria. Also please confirm the number of support staffs required.</p>	<p>This is standard format to provide the Approach & Methodology (A&M). Work Plan & Activity Schedule being an integral part of A&M so the standard formats have been provided. It is sole discretion of bidder to provide the detail of support staff or not.</p>

28	ITB Clause 2.1.1 Sub-Clause b	<p>The Bidder should not be blacklisted by any Public Sector Undertaking (PSU) or Government of India or any of the Multilateral Funding Agencies and any agency of the respective bidder's Country.;</p> <p>Clarification Sought: Whether blacklisting includes debarred also? Moreover whether blacklisting/debarred by any state government is allowed?</p>	
29	ITB Clause 2.1.1 Sub-Clause d	<p>The Bidder is required to furnish information confirming non-prohibition of commercial relation between India and Bidder's country.</p> <p>Clarification Sought: Whether such confirmation is required if the bidder's country of incorporation is same with India;</p>	It is applicable between India and the Bidder country (other than India).
30	Annexure I: Terms of Reference Clause 3 Scope of Work Part I A Desk Research & Analysis SI No1.	<p>Understand, review, and assess relevant business models of approx. 3 national (/international) best practices of similar organizations or trust funds (e.g. TNUDF).</p> <p>Clarification Sought: In order to review and assess best practices of similar organizations or trust funds (e.g. TNUDF), whether only literature review as available online is sufficient.</p>	<p>It is on the sole decision of the consultant to understand and review the relevant Business Model of the similar organisation by suitable methodology.</p> <p>RfP condition shall prevail.</p>
31	Annexure I: Terms of Reference Clause 3 Scope of Work Part I B Report SI No 12.	<p>The Consultant will draft the strategic options for a business model for long term financial sustainability of the OUIDF by engaging with OUIDF team and the officials from the concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals and if required will spend considerable time in the above mentioned offices to understand the current business model and identify potential for future business.</p> <p>Clarification Sought: Given the short duration of the assignment, kindly clarify whether visits to such concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals would be limited within Bhubaneswar or the consultant has to visit offices located at various parts of Odisha.</p>	<p>In order to prepare report if the consultant require to visit ULBs (Municipal Corporations, Municipalities, Notifies Area Council etc.) it will be, decided by the consultant based on their need, at their own cost.</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries						
32	Annexure X: Salient Aspect of Technical Proposal	<p>The approach and methodology to be covered under the following heads: d. (iii) Methodological framework for survey analysis and report preparation, tender document preparation and bid process management</p> <p>Clarification Sought: Kindly clarify whether the consultant would be required to perform the task mentioned as it is not covered Annexure I Terms of Reference</p>	<u>Please refer Addendum</u>						
33	<p>Annexure- VIII: CV of Key Personnel B. CV of Key Position – Footnote The Key Personnel must be on the payrolls of the company from last one year.</p>	<p>We understand, the scope and nature of the assignment, and required experts having specific skillsets, largely focusing on delivering institutional level business plan and can integrate inputs received from multiple stakeholders.</p> <p>Considering the above fact, we request you to consider the CVs of experts who are associated with the organization as consultants/contractual employees and seek availability certifications in the technical proposal. Also, there is already a deduction of 10% on replacement of CVs, hence it is evident that only available experts will be proposed by the firm.</p> <p>Our firm has recently been joined by a highly experienced and capable individual who is uniquely suited to deliver such an assignment, since he does hail from an organization very similar in mandate to OUIDF. Such a restriction would impede OUIDF to learn from such experience. Request if this condition is relaxed.</p>	<u>Please refer Addendum</u>						
34	<p>Section 3.2: Minimum Qualification criterion & Marking of qualified Persons for the purpose of evaluation Education Qualification of IT expert: BE/ B. Tech (Computer Science/ IT/Electronics).</p>	<p>Request you to kindly add the qualification criteria to: B. Tech/MCA/MSc. IT/MTech Computer Science/IT/Electronics), which in general has been the qualification criteria for IT Expert in RFPs with similar nature of the work.</p> <p>This requirement may be replaced with a Legal Expert as follows: Education Qualification: Post-graduate degree in Law. Experience Requirement: Overall experience of 15 years in infrastructure advisory- with experience in business plan & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU.</p> <table border="1" data-bbox="730 1092 1392 1166"> <tr> <td style="width: 5%;">1.</td> <td style="width: 70%;">Qualification + 15 years of experience</td> <td style="width: 25%;">5</td> </tr> <tr> <td>2.</td> <td>Project experience</td> <td>5</td> </tr> </table>	1.	Qualification + 15 years of experience	5	2.	Project experience	5	<u>Please refer Addendum</u>
1.	Qualification + 15 years of experience	5							
2.	Project experience	5							
35	<p>Section 2 Instruction to bidders Clause 2.1.1(a) The Bidder shall be a Consultancy Firm/ Company. Any form of consortium or subcontracting is not allowed under this Bid.</p>	<p>It is requested to revise the condition and allow adding consortium members, this will bring competitive technical expertise and garner more ideas for project delivery.</p> <p>Request Authority to kindly allow consortium. The Lead Member would be the single point of contact for the purposes of the Assignment.</p> <p>We understand that the consortium or sub-contracting with other firms is not allowed. Kindly clarify if the sub-contracting arrangement with individual experts is allowed under the contract conditions of this RFP.</p>	RfP Condition will prevail.						

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
36	<p>No clause in RFP. Please include in pre-bid.</p> <p>Description of clause Limitation of Liability: Liability is not documented. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice</p>	<p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p> <p>Kindly consider to add the following to limit the liability of the Consultant: 'Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expense ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.'</p>	<p>Please refer clause 2.23 Indemnity, where amount not exceeding the value of the Agreement is mentioned, which can be considered as Limitation of Liability of the Bidder.</p>
37	<p>Clause 3.3, p. 53 Description of clause Confidentiality Obligations: Exceptions to confidential information are not provided.</p> <p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct.</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>Any Information on Public Domain shall be exempt.</p>
38	<p>Clause 3.3, p. 53 Description of clause Confidentiality Obligations: Parties to whom information can be disclosed is not documented. Client is requested to consider that we may have to disclose information for successful</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>RfP Condition will prevail</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	<p>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.</p>		
39	<p>Clause 3.3, p. 53 Description of clause Confidentiality Obligations: Obligations to survive for more than a year post expiry or termination of contract. We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	Not Applicable	RfP Condition will prevail
40	<p>Clause 2.23, p. 16 Description of clause Indemnity: Indemnity for any direct loss or damage caused due to deficiency in services (capped to the value of the agreement). There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p>	If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	RfP Condition will prevail
41	<p>No clause in RFP. Please include in prebid Description of clause Indemnity: Indemnities not subject to final determination by court/arbitrator. We agree to indemnify to the extent the damages/losses are finally determined by a competent court or</p>	Not Applicable	RfP Condition will prevail

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines. Not Applicable		
42	<p>No clause in RFP. Please include in prebid.</p> <p>Description of clause Indemnity: No process for indemnity.</p> <p>No Process for indemnity has been outlined in the RfP</p>	<p>The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(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;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying 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;</p> <p>(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 Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>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;</p> <p>(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;</p> <p>(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;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an</p>	RfP Condition will prevail
43	<p>Clause 2.2, p. 6; Clause 3.2, p. 53 Description of clause Conflict of interest: Several conflict of interest related obligations on us. We</p>	Not Applicable	RfP Condition will prevail

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	<p>wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>		
44	<p>Clause 10, p. 28; Clause 3.7, p. 54. Description of clause IPR: No protection to our pre-existing IPRs. 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 suggested clause. This is also the standard mentioned by Meity in its guidelines.</p>	<p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-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>	RfP Condition will prevail
45	<p>No clause in RFP. Description of clause No third party disclaimer: There is no restriction on the usage of deliverable. No third party disclaimers.</p>	Not Applicable	RfP Condition will prevail

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>		
46	<p>Clause 10, p. 28 Description of clause Acceptance: No acceptance criteria. If the project 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 alongside, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time.</p>	<p>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 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>	<p>RfP Condition will prevail</p>
47	<p>Clause 6.3, p. 22 Description of clause No claims against the Client by PwC: PwC to release OUIDF, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</p>	<p>Hence, given that this clause of the RFP is contrary to applicable law, we suggest that this clause in the RFP be omitted.</p>	<p>RfP Condition will prevail</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	<p>The client seeks to disclaim all its liabilities under the contract. Client to please note that Section 73 of the Indian Contract Act provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach. Additionally, further, our position on this point reflects the risk/reward balance which is no different from the local industry practice being followed today by other advisors operating in similar space.</p>		
48	<p>Clause 3.5(a), p. 54</p> <p>Description of clause Subcontracting: Bidder to obtain the prior written approval of the Client before subcontracting.</p> <p>Any form of consortium or subcontracting is not allowed under this Bid as per clause no. 2.1.1(a) However this is contradictory to the clause mentioned in 3.5(a) of the General conditions of the Contract mentioned in Annexure XIII to the RfP.</p> <p>In case subcontracting is allowed , please note the following We may take assistance from our contractors or other PwC firms (each of which is a separate and independent legal entity) and may share confidential information with them in connection with this engagement. However, we remain solely liable to the Client for their acts; claims (if any) in relation to this engagement will be routed solely through Client and us.</p>	Not Applicable	<p style="text-align: center;"><u>Please refer Addendum</u></p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
49	<p>Clause 3.2, p. 57 Description of clause Non-exclusivity clause: There are non-compete obligations upon the bidder.</p> <p>We are constrained in our ability to agree to such non compete restrictions since PwC, as professional advisor, needs to be able to provide such services to its other clients. However, even if we are providing services to others (including those who may be competitors of our client), we do not use or disclose any confidential information received from our client – in this regard, we also maintain requisite ethical walls to ensure client confidentiality is protected. This is a fundamental tenet of the way we do business, and is well accepted by our clients in India and other jurisdictions.</p>	Not Applicable	
50	<p>Clause 2.1.1 (a) and Annexure IX. Description of clause Allowance for the Consortium.</p> <p>While Clause 2.1.1 (a) specifically disallows the formation of consortium on the part pf the bidder , Annexure IX provides for the same</p>	Not Applicable	Annexure-IX: Legally binding signed declaration of undertaking, is standard format of RfP. It has been specified in the RfP no consortium will be allowed. RfP Condition will prevail
51	<p>Clause 9 , Page 28 Description of clause Payment Schedule.</p> <p>10%, 40%, 45%, 5% The payment terms are backloaded. We therefore request you to make the payment terms commensurate with the efforts.</p>	Inception Report and Presentation on Inception Report: 20%, Draft Business model plan report and Presentation on Draft Business model plan report: 40% Final Report on Business model plan and Financial Self Sustainability: 35%	RfP Condition will prevail
52	<p>Clause 2.1.2 (I) (a). Description of clause</p>	Not Applicable	RfP Condition will prevail

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
	<p>Technical Capacity.</p> <p>It may be noted that the contract value for few of the assignments that we carry out are confidential and therefore cannot be disclosed. Hence , we request the provision for consultancy value in the completion certificate/workorder may be waived off and substituted through a CA certificate verifying the value to be more than the threshold requirement.</p>		
53	<p>Clause 2.1.2 (I) (a) Description of clause Technical Capacity.</p> <p>The fees received for each assignment exhibited in the bid as a proof of technical capacity of the bidder should be at least Rs. 15 lakhs. This would ensure that the interested parties have previously worked on such critical infrastructure engagements and ensure professional inputs to the deliverables in the execution phase of the project.</p>	Not Applicable	RfP Condition will prevail
54	<p>Clause 2.1.2 (II) (a) Description of clause Financial Capacity.</p> <p>The interested parties should have an annual turnover of at least Rs. 50 crores for five years from the management consulting business. This would ensure that the interested parties have a sound financial health historically and have seen multiple business cycles in the past. This would also ensure professional inputs to the deliverables in the execution phase of the project.</p>	Not Applicable	RfP Condition will prevail
55	<p>Clause 2.12.1 Description of clause Technical Proposal Requirements</p>	Not Applicable	Bidder need to provide as prescribed in format VI of RfP.

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries																								
	Please confirm whether Annexure VI is also required to be submitted with the bid. if the signatory is already authorized through a board resolution. We would request the acceptance of the copy of board resolution highlighting the name of the authorised signatory(ies).		RfP Condition will prevail																								
56	Annexure V Description of clause Details of Bidder The Annexure mentions that " Bidder should submit Current annual report and attested copy of". However, we humbly request to accept the latest financial statements available instead of complete annual reports.	Not Applicable	Bibber can provide the relevant financial statements along with the Notes to accounts.																								
57	Annexure VII Description of clause Supporting proof for eligible projects The Annexure specifies the requirement of " self attested work order/ contract copy and completion certificates" . However , it is difficult to procure the completion certificates in each case. Therefore, we request you to accept self certification/ CA certification of the completed projects to serve the purpose.	Not Applicable	<u>Please refer Addendum</u>																								
58	3.1.1 Evaluation of Technical Proposals Page no. 17.	Request Client to alter the weightages as below: <table border="1"> <thead> <tr> <th colspan="3">Technical Evaluation</th> </tr> <tr> <th>Sl. No.</th> <th>Criteria</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Relevant Project experience</td> <td>20</td> </tr> <tr> <td>2.</td> <td>Qualification and Expertise of Team Leader</td> <td>25</td> </tr> <tr> <td>3.</td> <td>Qualification and relevant expertise of the key personnel</td> <td></td> </tr> <tr> <td></td> <td>1.Public Sector Expert</td> <td>10</td> </tr> <tr> <td></td> <td>2.Finance Expert</td> <td>10</td> </tr> <tr> <td></td> <td>3. Legal Expert</td> <td>10</td> </tr> </tbody> </table>	Technical Evaluation			Sl. No.	Criteria	Marks	1.	Relevant Project experience	20	2.	Qualification and Expertise of Team Leader	25	3.	Qualification and relevant expertise of the key personnel			1.Public Sector Expert	10		2.Finance Expert	10		3. Legal Expert	10	RfP Condition will prevail.
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S. No.	As per RFP		Suggestions/ Clarification as sought by Consultants		Reply to Pre-Bid Queries
		expertise of the key personnel			
	4.	Approach and Methodology including power point presentation	20	4. Approach and Methodology including power point presentation	25
	We propose a legal expert in order to provide inputs on operationalizing the strategy that will be developer. Since the IT aspect is not significant, a dedicated expert in the team may not be required.				

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
59	Criteria for evaluation – Clause 3 The technical and financial evaluation is given of weightages of 70% and 30% respectively.	Since this is a strategic proposal for OIUDF, selection of a more technically qualified firm is of utmost importance. Given this, we request the client to please modify the evaluation criteria to 80% for technical and 20% for financial. Considering the nature of work and long-term impact of this consulting, it is prudent to give more weightage to the technical proposal. Hence, it is requested to re-consider evaluation criteria as 80:20	RfP Condition will prevail.
60	Scope of Work – Clause 3 (B) 10 Consultant will draft the strategic options for a business model for long term financial sustainability of the OUIDF by engaging with OUIDF team and the officials from the concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals and if required will spend considerable time in the above mentioned offices to understand the current business model and identify potential for future business.	Kindly clarify the number and nature of government departments to be involved for discussions in this assignment. Also kindly clarify the term “considerable” time to be spent with such departments	The primary Department will be Housing and Urban Development Department, Govt. of Odisha. In order to prepare the report the if the consultant require to visit ULBs (Municipal Corporations, Municipalities, Notifies Area Council etc.) it can be done on need & requirement of Consultant. It is on the sole discretion and expertise of the consultancy firm, nat their own cost.
61	Scope of Work – Clause 3 (B) 13 Develop a sustainable business model with a view to – study feasibility of migrating the operations to a robust IT platform	Kindly clarify if the scope include the design of IT platform, if yes, what is the nature of detailing required for such IT platform. We request the client to detail out the exact requirements from this aspect as the IT strategy could be a very detailed exercise and we understand that is not the client requirement. Advisory on IT platform will dilute the overall objective of preparing the business plan for OIUDF. Typically, many agencies hire separate consultants for advisory on IT platform or an IT strategy. It removing this as a part of the scope is being considered, we also request the client to remove the requirement of an IT Expert, instead have an expert who has helped in designing water supply and sanitation programs / projects (Minimum qualification criteria– Clause 3.1.2)	The consultant has to propose the migration of OUIF operation to robust IT platform which will be suitable for OUIDF.

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
62	<p>Scope of Work – Clause 3 (B) 14 Develop a step-by-step execution plan for the business model</p>	<p>The business plan generally include short-/medium-/long-term interventions. Kindly clarify the timeframe envisaged for such detailed step-by-step Execution Plan.</p>	<p>Step-by-step implies short-/medium-/long-term plan. The consultant has to propose the time frame in the Final Report. RfP Condition will prevail.</p>
63	<p>Scope of Work – Clause 3 (B) 17 Identify and prepare the area of potential / prospective area of business and draft standard operating guideline and provide recommendations for streamlining procedures and processes for current and future required functions area</p>	<p>Kindly clarify for scope of draft standard operating guideline and the numbers of such guidelines to be developed. Is it related to commercial decisions on investments, or technical assessments for projects, or day-to-day operations including procurement for goods and services, HR recruitments etc.</p>	<p>Consultant has to study and recommend the areas where standard operating guideline needs to be prepared.</p>
64	<p>Proprietary data – Clause 2.27 Subject to the provisions of Clause 2.20, all documents and other information provided to OUIDF or submitted by any Bidder to OUIDF shall remain or become the property of OUIDF. Bidders are required to treat all information as strictly confidential. OUIDF will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultants to OUIDF in relation to the Consultancy shall be the property of OUIDF</p>	<p>We understand that the pre-existing IPR of Deloitte will be with Deloitte. Kindly clarify.</p>	<p>The clause says about the document submitted with the Technical Proposal will property of OUIDF. Any IPR or other rights will be with the bidder. RfP Condition will prevail.</p>
65	<p>Annexure IX –Legally binding signed declaration of undertaking We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.</p>	<p>Kindly consider deletion of the following statement in this clause: ‘We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.’</p>	<p>RfP Condition will prevail.</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
66	<p>General Conditions of Contract – Clause 3.2.3 Neither the Consultants nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract, any business or professional activities in the Government of India which would conflict with the activities assigned to them under this Contract; or b) after the termination of this Contract, such other activities as may be specified in the SC.</p>	<p>The word 'indirectly' has a vast meaning. Kindly consider that this clause be made applicable to the team members being proposed as part of the project. As, given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause.</p>	<p>RfP Condition will prevail.</p>
67	<p>General Conditions of Contract – Clause 3.4 p. 54. 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 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.</p>	<p>Kindly consider that that Deloitte has appropriate and required insurance policy however not on client's terms and conditions.</p> <hr/> <p>Insurance: Wide insurance procurement obligations.</p> <p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm</p>	<p>RfP Condition will prevail.</p>
68	<p>Page 18, Clause 3.1.2, Table thereunder, Sr. No. 1</p> <p>“Relevant project Experience of the Agency a. The Consultant must have experience in providing consulting services in formulation and implementation of Business plan, vision document strategic roadmap, to Government undertaking institutions/ trusts, Indian Public Sector units, Banks/ Financial Institutions and parastatals, for a minimum of 4 project in the last 7 years and fee received for each assignment shall be Rs. 5 lakhs or above. With consultancy fee of at least Rs. 5 Lakhs per project (5 Mark for each Project) - 20 Marks (max.)”</p>	<p>We understand that a firm which submits four such projects performed within the last seven years, and another four in years prior to that will secure full marks under this head. Most firms will have this qualification. We suggest: (a) Increasing the average fee value per assignment; in current market parlance; such assignments usually run into double digit figures in terms of lakh rupees in terms of fee. (b) Introducing a specific requirement for having worked with an infrastructure finance institution for a business plan, to bring some specific expertise keeping in view the specific work; experience with</p>	<p><u>Please refer Addendum</u></p>

	Read along with “For additional projects meeting the project experience with fees of at least Rs. 5 Lakhs per project (5 Marks for each project) – 20 Marks (max)”	urban infrastructure finance entities would be preferable.	
69	Page 25, Point No. 16, Part B of the Terms of Reference. “.....Prepare the organogram of the organization in order to meet the long term financially self-sustainability and propose the positions/posts for key experts/resource person to meet the vision set out. Clearly outline the staffing strategy, including a suitable organogram, and outlining the key result area (KRA) for each proposed manpower..”	This kind of expertise usually requires expertise of human resource development – who can also predict compensation structures, staff retention etc. - all of which are part of a business plan, since human resources will comprise a significant cost centre on a year-on-year basis. Yet the skill requirement does not specify such capabilities. Request if the same can be included.	Only the Key experts has been specified, other experts required for the deliverable are to be provided by the consultant with the offered Price.
70	Page 24, Annexure 1 Part 3 Scope of Work Clause 1. Understand, review, and assess relevant business models of approx. 3 national (/international) best practices of similar organizations or trust funds (e.g. TNUDF).	Please clarify on the specific areas expected to be covered in relation to benchmarking of best practices with similar trust funds	RfP Condition will prevail.

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
71	<p>Page 24, Annexure 1 Part 3 Scope of Work Clause 2.</p> <p>As-Is analysis of OUIDF business model: Detailed analysis of the OUIDF existing business model (cost structure and revenue model). Such analysis should include but should not be limited to: sectors served, past and present fields of operation, existing staffing/ human resources, interest payments, interest receipts on OUIDF Loan Fund differentiated by sectors, other revenue sources, business and IT infrastructure.</p>	<p>Please elaborate on what shall be covered in As is study of IT infrastructure. Will it be limited to hardware infrastructure and does it involve assessment of existing software tools and processes being used by OUIDF?</p>	<p>The consultant has to examine and suggest. .</p>
72	<p>Page 25, Annexure 1 Part 3 Scope of Work Clause 11.</p> <p>Business model options/alternatives presentedThe consultant must present the plan and produce to clearly demonstrating results.</p>	<p>Is the consultant expected to cover regulatory aspects as well while assessing business options/ alternative for OUIDF? Further, please clarify the below “The consultant must present the plan and produce to clearly demonstrating results”</p>	<p>The proposed recommendation of Consultant should also indicate the result which shall have result, which will be the outcome of different options of the plan.</p>
73	<p>Page 25, Annexure 1 Part 3 Scope of Work Clause 12.</p> <p>The Consultant will draft the strategic options for a business model for long term financial sustainability of the OUIDF by engaging with OUIDF team and the officials from the concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals and if required will spend considerable time in the above mentioned offices to understand the current business model and identify potential for future business.</p>	<p>Would OUIDF facilitate arranging meeting with relevant government department, ULB, Development authorities etc.? Are there any workshops with specific state departments/agencies planned towards identifying potential enablers and challenges in various sectors?</p>	<p>OUIDF to assist in such meetings, the way forward will be discussed and decided in Kick-off meeting after signing of Contract Agreement with the successful bidder</p>
74	<p>Page 25, Annexure 1 Part 3 Scope of Work Clause 13.</p> <p>Develop a sustainable business model with a view to</p> <ul style="list-style-type: none"> — Identify areas of strategic operations for financial sustainability — Strengthen the value proposition of the OUIDF — Increase revenue realization, including new revenue sources. — Set up business development plan — Identify other sources of funds from which OUIDF can generate funds for onward lending e.g. non-fund based funding, fee based income etc. — Study feasibility of migrating the operations to a robust IT Platform 	<p>Identification of other sources of funding for OIUDF would involve various interactions with specialized domestic and global funding/ donor/ multilateral agencies. Therefore, this would require substantial market outreach.</p>	<p>RfP Condition will prevail.</p>

S. No.	As per RFP	Suggestions/ Clarification as sought by Consultants	Reply to Pre-Bid Queries
75	Budget	Request if a maximum budget for the assignment can be provided.	The Bidder has to estimate the cost to provide the deliverables.
76	<p>Section 3 Criteria for Evaluation Page 17</p> <p>SI. No TECHNICAL EVALUATION CRITERIA Marks Technical Evaluation 100</p> <p>1. Relevant project Experience of the Agency 40</p> <p>2 Expertise of Team Leader 20</p> <p>3 Qualification and relevant expertise of the Key Personnel 20</p> <p>4 Approach & Methodology including a Power Point Presentation 20</p>	<p>We feel that the team leader's relevant experience in preparation of business plan of the similar financial intermediaries/ banks is as important as Firm's relevant experience. And hence we suggest following distribution of marks:</p> <p>SI. No TECHNICAL EVALUATION CRITERIA Marks Technical Evaluation 100</p> <p>1. Relevant project Experience of the Agency 30</p> <p>2 Expertise of Team Leader 30</p> <p>3 Qualification and relevant expertise of the Key Personnel 20</p> <p>4 Approach & Methodology including a Power Point Presentation 20</p>	RfP Condition will prevail.
77	<p>Section 3 Scope of Work Part I – Desk research & analysis Page 24</p> <p>Strategic analysis of industry structure and market potential for the OUIDF in various sectors in Odisha, including the potential of new/additional sectors which are so far not part of OUIDF's portfolio.</p>	<p>Considering the limited information on infrastructure sector challenges, we envisage that a qualitative assessment of sectors based on consultations with HUDD and complemented by secondary research (as detailed in the bidders approach and methodology) would suffice.</p> <p>Request to clarify</p>	RfP Condition will prevail.
78	<p>Section 3 Scope of Work Part I – Desk research & analysis Page 25.</p> <p>Identify and prepare the area of potential / prospective area of business and draft standard operating guideline and provide recommendations for streamlining procedures and processes for current and future required functions area.</p>	<p>Based on our experience in preparation of operational manual for similar organizations, we envisage it to be an intensive and time consuming exercise (including consultations with stakeholders). This will have significant implications on the budget and timelines. Hence we suggest if the scope can be revised as follows: "Diagnostic review of the existing operating guidelines and recommendations for improvement.</p>	RfP Condition will prevail.
79	<p>Section 3 Scope of Work Deployment of staff of the consultant Page 27.</p> <p>The Project Manager shall be responsible for the preparation Business Model Plan for Financially Self-</p>	<p>Considering the larger objective of the engagement and the tight timelines, We understand that the visit to project sites in different parts of the State is not expected</p>	<p>In order to prepare the report the if the consultant require to visit ULBs (Municipal Corporations, Municipalities, Notifies Area Council etc.) it can be done on need &</p>

	sustainable of OUIDF. It is the responsibility of the Consultant to conduct site visits/interview/discussion during the preparation of the report on Financially Self- Sustainable Business Model for OUIDF. The Consultant shall deploy teams as per the scope of work. The submission of the draft report within 30 days of the signing of the Agreement.	during the engagement. The assignment shall be largely driven by engagement with key officials and stakeholders in Bhubaneswar. Please clarify	requirement of Consultant. It is on the sole discretion and expertise of the consultancy firm, no additional will be paid in this regard.
80	Annexure VII Eligible Project Experience of Bidder Page 37 For each assignment bidder should provide supporting proof of self-attested work order/contract copy and completion certificates	For each assignment bidder should provide supporting proof of self-attested work order/contract copy OR completion certificates	Please refer Addendum
81	Section 3.2 Special Conditions of Contract- Page 57. For a period of one years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets	Since the support is strategic in nature, we request if the clause may be relaxed for the bidder to participate in competitive project level bids initiated by OUIDF.	RfP Condition will prevail.
82	Annexure XIII: Consulting Service Contract Section 3.3: Confidentiality Page 53 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 of the Client.	Suggest the following addition: "provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority."	RfP Condition will prevail.
83	Goods and Services Tax: GST: The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that		The payment Schedule has been defined under the Terms of Reference and subsequently Addendum has been issues. No payment shall be made on Credit Note. RfP condition shall prevail.

	<p>GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.</p>	
84	<p>Anti-Bribery & Anti- Corruption Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private. (b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b). (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</p>	<p>Please refer Annexure IX RfP condition shall prevail.</p>
85	<p>Economic and Trade Sanctions As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p>	<p>RfP condition shall prevail.</p>
86	<p>Non-Exclusivity The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a nonexclusive basis.</p>	<p>RfP condition shall prevail.</p>