

Clarifications for the RFP no – 010 dtd 16.02.2023 i.e “Selection of Consultant for Setting up of a State Level PMU for Improving the Implementation of Capacity building through Concurrent Monitoring & Evaluation of “Mukhya Mantri Karma Tatpar Abhiyan (MUKTA)”.

Date: 02.03.2023

Sr No	Relevant Clause of RFP	Content of RFP	Bidders Queries	Response
1	RFP Page 7, Part I: Proposal Procedure; 1 – Instruction Introduction; Sub-point 1.7	“In no case, sub-letting of "overall works"would be accepted.”	<p>Sub-letting of overall works will not be accepted by the Client; however, nowherein the RFP defines "overall works"; also there will be instances where we need to sub-contract some part of the Contract which should be allowed; this may also betaken up with Client for revision of this clause.</p> <p>We request to define “overall works” within the RfP/Contract or Revision, in case sub-contracting is allowed.</p>	Only minor work i.e Photocopy of reports, vehicle hiring, such type of work can be subcontracted.
2	RFP Page 50, Part III: Terms of Reference; Point 6.0 – Specific responsibilities of the	Provide technical and managerial supportto ensure effective implementation of various programmes and capacity development activities in designated cities/towns and establish a	With reference to the ToR, further information about the project is required such as existing M&E framework that is being utilized by H&UD Department or any existing	Various software are independently developed for MUKTA Programme, which the PMU will

	Bidding Firm/ Institute/ Agency; Sub-point 'v'	ubiquitous MIS system to track progress”	dashboard for monitoring and management of MUKTA.	have access.
3	RFP Page 43, Part III: Terms of Reference; Point 3.1 – Expected outcome; Sub-point 3.1.d – Capacity Building Support	“Capacity building of MUKTA professionals deployed at all ULBs of State which in turn will lead to qualitative implantation of the programme. Capacity building of Community Institutions i.e., MSGs/ SDAs involved in the programme leading to impactful implementation of the programme.”	With reference to the ToR, <i>we request further information regarding the areas/ sectors identified for training and capacity building.</i>	<i>Based on requirement PMU shall be involved in capacity building programme.</i>
4	RFP Page 50, Part III: Terms of Reference; Point 6.0 – Specific responsibilities of the Bidding Firm/ Institute/ Agency; Sub-point 'viii'	The FIRM shall ensure that all the Personnel/Professionals of the PMU are paid their salary/fee on or before 5th day of every succeeding month. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings, workshops and conferences. The FIRM may decide to pay more or less salary/fee to some professionals on the basis of competency & experience of the incumbent to enhance standards of performance and retain talent	<ul style="list-style-type: none"> • The payment cycle of each firm differs. <i>We request the revision for remuneration to be paid by 15th of every succeeding month and ensure compliance within the stipulated period.</i> • The clause also requires the professional to undertake field travel to project site and programmes and it covers 115 ULBs across the state. <i>We request further clarification regarding the extent of field visits required as per the project requirement and inclusion of a few non-key personnels for facilitation of monitoring exercise across all the select ULBs.</i> 	<ul style="list-style-type: none"> • <i>No Change</i> • <i>No additional non-Key experts.</i>

5	RFP Page 62, Part IV: Contract; II General Conditions of the Contract; Point 2.9 – Termination; Sub-point 2.9.5 – Payment upon Termination; Part – b	“If the agreement is terminated pursuant to Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm/agency will be required to pay any such liquidated damages to the client within 30 days of termination date.”	<ul style="list-style-type: none"> • Clauses from 2.9.1 (b) to (g) mentions about termination due to insolvency, fraud, corruption, etc.; wherein the Consultancy firm/agency shall not be entitled to receive any agreed payments upon such termination. <p>However, Clause 2.9.1 (a) is due to performance issues for which a remedial period should be provided to the firm for resolving the matter and hence this should be excluded from the contract.</p> <p><i>We request to kindly amend the Clause 2.9.5.b. and suggest the exclusion of Clause 2.9.1 (a) from this.</i></p> <ul style="list-style-type: none"> • Cross-referencing issue; there is no Clause 9 stated in the Contract. <i>We request to kindly clarify or rectify the significance of Clause 9.</i> 	<ul style="list-style-type: none"> • No change • Clause 9 has been deleted.
6	RFP Page 66, Part IV: Contract; II General Conditions of the Contract; Point 4.3 – Approval of personnels; Sub-point 4.3.2	“Consultancy Firm/Agency should deploy only those candidates that have been approved by the state government. No changes will be made within 6 months from start of the project.”	<i>We request for deletion of the clause due to changing market dynamics and availability of various opportunities, retaining the team with such stringent clause looks very restrictive.</i>	No Change

7	RFP Page 66, Part IV: Contract; II General Conditions of the Contract; Point 4.4 – Removal and/or Replacement of personnels; Sub-point 4.4.1	Consultancy Firm/Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The Purchaser Will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser”	We request to kindly amend the Clause to include the timeframe within which removal and/or replacement has to be made. We suggest a timeframe of 30 days for the same.	Please refer the ToR clause-6 (ix)
8	RFP Page 70, Part IV: Contract; II General Conditions of the Contract; Point 1 – Miscellaneous Provisions; Sub-point “viii”	“All claims regarding indemnity shall survive the termination or expiry of the Contract.”	The timeframe for the indemnity should belimited and also the limit of liability to be capped. <i>We kindly request the revisionof the Clause to limit the indemnity till the tenure of the Contract and the overall liability of the Firm under the Contract, for any reason whatsoever, shall not exceed one time of the value of the Contract.</i>	No change
9	RFP Page 71, Part IV: Contract; III Special Conditions of the Contract; Clause 4; Ref. of GCC Clause 2.2	“The time period shall be months”	As per the RfP, there is possibly a cross- referencing error between the General Conditions and Special Conditions. As the timeline is also not mentioned, we propose to include a timeframe of 21 days or deletion of this clause	Please refer SC 2.1 (B)
10	RFP Page 5, Notice	“Sealed complete proposal will be	Considering the quantum of work and	Please refer the

	inviting RFP; Point 5	receivedat the address mentioned below on any working day up to 01.00 PM till 03.03.2023.Proposals may be sent through RegisteredPost / Speed Post. / Currier/ Hand Delivered. The Technical Proposals (Qualification Documents Envelope A) of the Bidders will be opened on the same dayat 3:00 PM (1500 Hours). Bidders are requested to ensure the presence of their representative at the time of opening of thebid, who must submit an authorization Letter from the bidder.”	collaboration required for the preparation of a quality Proposal, we request to kindly reconsider and extend the submission date by minimum 2 weeks after the issue of corrigendum.	corrigendum-2
11	Data sheet- ITB Reference:20.5, Page- 17	1.1 Institutional Strength-20 Quality and experience of OWN Faculty/ Expert/ Technical Support (in 5 specified domain- areas mentioned in the Technical Format, Max 4 best in each domain area)	We understand that a maximum of 20 CVs can be proposed of experts/ consultants from within the FIRM for thismarking criteria. Should time requirement from the 20 experts be budgeted within the financial proposal? If yes, is there a minimum capping on the time allocation from the experts? Would physical presence of the experts at any time the PMU be required?	This CVS are required for marking purpose of judging institutional strength only.
12	Data sheet- ITB Reference:20.5, Page- 17	1.5 Methodology including Management Plan – 30 (Based on presentation)	Please clarify if the presentation needs to be submitted along with the technicalbid documents? If yes, then please clarify on the mode of submission of thepresentation.	Methodology including Management Plant shall be submitted along with the Bid.

			If the presentation is required post the proposal submission, then is there any score assigned for the presentation.	Also, bidders who will qualify in the technical evaluation, shall be called for a physical presentation before the evaluation committee and based on presentation marking shall be done.
13	Part III- Terms of Reference, Page- 46	4. Key Personnel, Qualification & Experience: Social Development Expert MBA in Management/ Rural Management/ Urban Management from a reputed Institute with more than 07 years relevant of experience.	In line with the task envisaged for this position, we propose that the education qualifications to include post graduate degrees in social development/ social sciences (e.g. Master in Social Work/ Development Studies)	No change
14	Part III- Terms of Reference, Page- 50	6.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY ii. Provide necessary Computer/Laptop, communication facilities, office equipment and bear transport expenses of experts for travel within the state of Odisha. viii. The FIRM shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and programme related state/national level meetings,	For developing a realistic and a competitive financial proposal request information on: — Tentative/indicative number of trips within Odisha? — Tentative/indicative number of trips for national level meetings/ workshops? — Number of ULBs/ municipal corporations/ municipalities that the PMU will cover? Alternatively, we would suggest to have the direct costs (travel, meetings, workshops, etc), be kept out of the financial proposal, and	i. The TA /DA for field visit shall be reimbursable as per rate applicable to Odisha Government Class-1 officer. ii. Office space for

		<p>workshops, and conferences.</p> <p>Part III- Terms of Reference</p> <p>6.0 SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY</p> <p>vi. Drive various initiatives, review all urban initiatives undertaken at the ULB level through monthly meetings/periodic stocktaking and submission of periodic delivery reports.</p>	<p>this could be reimbursed on actual expenses, to be claimed by the firm, after getting approvals from the ULB/ concerned Govt official, and incurring such expense. This will also help the financial proposal being comparable across bidders</p> <p>Please validate what would be involved in stock taking? We suggest to keep any detailed audit of ULB activities out of the ambit of the scope of the PMU, as the required skill sets and scope would not be commensurate with any audit.</p>	<p>the PMU team shall be provided.</p> <p>No change</p>
15	<p>Last Date for submission of Proposal – 03.03.2023</p>		<p>In order to bring together a well-qualified team of consultants with requisite functional and sectoral expertise and submit a high-quality proposal, also incorporating the SUDA's responses on our queries above, request you to provide a timeline extension of 4 weeks from the proposed date of submission; that is 30 March 2023</p>	<p>Please refer Corrigendum-2 to the RFP</p>

Director of Municipal Administration

