

Response to the Pre-Bid Queries

Project : Transformation Consultants for Industrial Area Development at Kalinganagar
Issued by : Collector, Jajpur, Odisha

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1	8	1.4: Indicative Schedule of Bidding Process:	Date of Pre-Bid Meeting: 07.05.2021 at 12:00 PM	Considering the current pandemic situation, we request to conduct the virtual pre-bid meeting on same date and time. The link to be shared to the participants who submitted the queries.	The pre-bid has been scheduled virtually. You are advised to please refer para 2 of Clause 1.5; page no. 8 of the RFP
2	8	1.4: Indicative Schedule of Bidding Process:	Proposal Due Date: 19.05.2021 before 03:00 PM	Considering another wave of pandemic, we request to provide 21 days extension from the current date of submission	As per RFP.
3	14	3.1 (a) Eligible Agencies	The bidder should be a Company/ Firm /LLP registered in India with a track record of providing consulting/advisory services for at least 10 years as on March 31, 2020.	The bidder should be a Company/ Firm /LLP registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2020.	As per RFP.
4	15	3.1 (b) Eligible Agencies	The bidder should have a Minimum Turnover of INR 1,000 crore from consulting/ advisory business during the last 3 (three) preceding financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20 (Supported by duly	We request to amend the clause as: The bidder should have a Minimum Turnover of INR 50 crore from consulting/ advisory business during the last 3 (three) preceding financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20 (Supported by duly audited	As per RFP.

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			audited balance sheet and statutory auditor certificate)	balance sheet and statutory auditor certificate)	
5	15	3.1 (c) Eligible Agencies	The bidder should have experience of working in industrial development at state/ local level (Documentary evidence in the form of Signed Agreements)	We request to amend the clause as: The bidder should have experience of working in industrial development/parks at state/ local level/global (Documentary evidence in the form of Signed Agreements)	Accepted with the condition that the international credential shown by the bidder in the proposal should be of the bidding entity only.
6	15	3.1 (e) Eligible Agencies	The bidder should have experience of working in in the Real Estate domain. (Documentary evidence in the form of Signed Agreements)	As this project relates to Industrial area so our submission is to include urban / Infrastructure / Utilities as domain.	As per RFP.
7	15	3.1 (f) Eligible Agencies	The bidder should have experience of working with District Mineral Foundation in India (at-least 1 engagement)	We request to amend the clause as: Experience of working with District Mineral Foundations/Utilities sector/accelerator program to promote innovation/attracting global start-ups.	As per RFP.
8	18	3.4 (1) (a) Evaluation Criteria	Annual Average Turnover for the last three (3) years: 10 marks for the bidder with highest average annual turnover. Other bidders shall be awarded prorated marks as per the below illustration -INR 100 crore (highest average annual turnover) - 10 marks	We request to amend the clause as: Annual Average Turnover for the last three (3) years: 10 marks for the bidder with highest average annual turnover. Other bidders shall be awarded prorated marks as per the below illustration -INR 50 crore (highest average annual turnover) - 10 marks	As per RFP.

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			<p>- INR 80 crore - 8 marks</p> <p>- INR 50 crore - 5 marks</p> <p>Above requirement shall be demonstrated by submitting audited financial statements for the last three (3) years</p>	<p>- INR 30 crore - 8 marks</p> <p>- INR 20 crore - 5 marks</p> <p>Above requirement shall be demonstrated by submitting audited financial statements for the last three (3) years</p>	
9	18	3.4 (1) (b) Evaluation Criteria	International experience of working on frameworks, design, implementation and management of industrial park concepts such as EIPs, green industries, green EPZs/ SEZs, sustainability agenda, SDGs, etc. and unlocking climate finance for Governments in India	<p>We request to amend the clause as:</p> <p>International experience of working on frameworks, design, implementation and management of industrial park concepts such as EIPs, green industries, green EPZs/ SEZs, sustainability agenda, SDGs, etc. and unlocking climate finance.</p> <p>(2.5 marks for each assignment)</p>	As per RFP.
10	18	3.4 (1) (c) Evaluation Criteria	Experience of working with District Mineral Foundations in India	<p>We request to amend the clause as:</p> <p>Experience of working with District Mineral Foundations/Utilities sector/accelerator program to promote innovation/global start-ups.</p> <p>(2.5 marks for each assignment)</p>	As per RFP.
11	18	3.4 (1) (d) Evaluation Criteria	Experience of program management, business process, blueprint preparation, business planning, etc. for industrial	Experience of program management, business process, blueprint preparation, business planning, etc. for industrial development authorities/corporates/	As per RFP.

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			development authorities, corporations and government entities in India	government entities in India	
12	18	3.4 (1) (e) Evaluation Criteria	Experience of working in Gol and other states in the real estate / township domain (including experience in housing / township development, policies, building plan) during the past ten (10) years with relevant organizations including Urban & Housing Department / Ministry, Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc	As the overall scope of the project in create blueprint of Industrial Township, vision plan, mapping not only the State/Central but also the international schemes for setting up the Industrial township and park. Hence, our submission is to add international/global experiences of setting the townships/parks as this will bring innovation and attract investment in KNDA	Accepted with the condition that the international credential shown by the bidder in the proposal should be of the bidding entity only.
13	7	1.3 OVERVIEW OF BIDDING PROCESS	All Bidders must submit a sum of Rs. 10,000/- (Rupees ten thousand only) towards the cost of the RFP Document in the form of Demand Draft only	1. Since there is no mention of GST to be paid above INR 10,000 as bid processing Fee, it is assumed that the amount of INR 10,000 is inclusive of GST. Please Clarify. 2. The mode of submission as per RFP is restricted to DD only. Request you to please consider depositing this amount of RFP Document Fee in the form of NEFT/RTGS as well.	The cost of RFP document is Rs. 10,000/- only. This is inclusive of all. The bidder may deposit the cost of RFP through NEFT / RTGS as well. A separate bank account shall be created. The bank details shall be shared by 12 May 2021.
14	10	2.1 BID SECURITY	A non-refundable RFP Document Cost of Rs. 10,000/- (Rupees ten thousand only) separately in the form of Demand Draft drawn in favour of "Collector, Jajpur" payable at Odisha.	Subsequently, please provide bank details for transfer of money thru NEFT/RTGS towards the cost of RFP.	

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15	8	(5) of 1.4 Indicative Schedule of Bidding Process	Proposal Due Date - 19.05.2021 before 03:00 PM	It is understood that the consultant is required to submit the proposal in hardcopies but considering the unprecedented situation due to pandemic, the client is requested to allow the consultant to submit the proposal online or over email as well. Hence, the clause may be rephrased as:	A decision will be taken and intimated shortly in compliance with COVID19 guideline of Government of India and Government of Odisha.
16	11; 14	2.5 Submission of Bids 2.17 Bid Submission	<p>The envelopes should be superscribed as "RFP for Transformation Consultants for Industrial Area Development at Kalinganagar under the Collector, Jajpur, the Government of Odisha – Technical Bid/Financial Bid" as the case may be. Bid Security and RFP document fee shall be submitted in the Technical Bid envelope.</p> <p>The two envelopes (Technical Bid, Financial Bid) should be enclosed in a large cover superscribed as "RFP for Transformation Consultants for Industrial Area Development at Kalinganagar under Collector, Jajpur, Government of Odisha – Technical Bid/Financial Bid".</p> <p>The Bidders shall submit two copies of the proposal in separate envelopes marked "Original" and "Copy" respectively. In the event of any</p>	<p>The agency will submit the proposal electronically at iadjajpur@gmail.com</p> <p>Technical Proposal file clearly named as "Agency Name – Technical Proposal – Jajpur IAD".</p> <p>Financial Proposal file should be named as "Agency Name – Technical Proposal – Jajpur IAD". The financial proposal should be password protected. Please do not reveal or share the password with anyone unless and until asked through an official communication.</p>	

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			<p>discrepancy between the Original and Copy, the Original shall prevail.</p> <p>The proposals / bids may be addressed to Collector, Jajpur, Odisha. The complete proposals / bids should reach the office Collector, Jajpur on or before 3:00 PM on 19.05.2021</p>		
17	8	1.5 Clarifications on RFP And Pre-Bid Meeting	Only three representatives from each bidder with necessary authorization will be allowed to attend the meeting virtually. The link and details of this will be made available to interested bidders.	Since this is a virtual meeting to be accessed through the provided link only by authorized representatives from the interested bidders, request you to please clarify how, when and to whom the authorization shall be submitted.	As per RFP.
18	10	2.2 Scope of Work	Support the Client in identifying the components of the Industrial Township such as housing, hospital, recreational, green spaces, etc.	By the Industrial Township we understand it is for the 100 Acre Industrial Township under discussion and this is the project area under this RFP. Please confirm!	The project under this RFP is the identified land parcel of 100 acre. However, the selected bidder will be required to understand the project influence area to carry out the demand assessment.
19	10	2.2 Scope of Work; Task 2	Prepare a plan for addressing gaps in terms of institutional structure, human resources, financial, processes, technology, industry	Since the team is to be deployed at Collectorate Office and these assessments are to be done for KNDA. It is understood that the selected consultant shall be	The selected consultant will be facilitated by the office of Collector / its representative to

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			engagement, partnerships and knowledge management.	facilitated by the authority for coordination with KNDA and any other department / agency in this regard.	coordinate with the other departments/agencies.
20	11	2.2 Scope of Work; Task 4	Advising the management of the procurement and sourcing of product/service/vendor categories as well as locating the strategic sources of supply for these product categories/products	We understand that the authority expects from the consulting firm to advise procurement of services like assisting them on onboarding of Master Planning consultants etc. Thus, request you to please rephrase it as: "Advising the management of the procurement and sourcing of services as well as locating the strategic sources of supply for these services." We also, understand that this excludes the engineering procurement and other specialty services, design review / vetting, legal vetting, payment certification, etc. please confirm.	The selected consultant will be required to assist the authority for procurement of service provider such as Master Planner, Architect, Technical Consultant etc. with respect to planning & development of this project. The selected consultant shall be responsible for scope of work as per this RFP only. It is further clarified that the design review, construction supervision is not part of the scope of work of the selected consultant.
21	13	2.12 Financial Bid	FINANCIAL BID The agency should quote lump sum monthly professional fee for consulting services that shall include all out of pocket expenses, applicable taxes and other statutory levies etc. for the duration of the project (12 months).	The agency to quote lump sum monthly professional fee for consulting services that shall include all out of pocket expenses, applicable taxes etc. While in the annexure IX, bidders are to submit the quote excluding GST. Hence, the client, is hereby requested to rephrase the clause as follows: The agency should quote lump sum monthly professional fee for consulting services that shall exclude all out of pocket expenses, applicable taxes like GST and other statutory	The bidders are advised to follow the format of Financial Bid as per Annexure IX.

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				levies etc. for the duration of the project (12 months).	
22	19	3.4 Evaluation Criteria	Note: Physical presentation will be done. A team of maximum three members will be allowed	Considering the current unprecedented scenario especially with lockdown being imposed in Odisha, the travel becomes restricted. Hence, the client is requested to conduct the technical presentation virtually only. Hence, the clause may be rephrased as follows: Virtual presentation will be done. A team of maximum three members will be allowed	A decision will be taken and intimated shortly in compliance with COVID19 guideline of Government of India and Government of Odisha.
23	25	Annex-V Format for Financial Capability of the Consultant	Certificate from Statutory Auditor for certifying the turnovers	It may not be possible procure this Statutory Auditor Certificate for turnovers in the given time frame and the present COVID situation. Therefore, request you to please consider CA certificate for the same.	The bidders may submit the certificate either from Statutory Auditor or from its Chartered Accountant.
24	27	Annex VII Power of Attorney	Power of Attorney	Considering the current unprecedented scenario especially with lockdown being imposed in some of the states, we would request the client to allow the consultant to submit Letter of Attorney instead of Power of Attorney. A draft of the same is provided at annexure 1 for reference.	The bidders may submit the Power of Attorney or a Letter of Authority on its letterhead authorizing the authorized representative for this project. A format shall be separately provided.
25	16	3.2 Key Personnel	Experience of Project Director: 20 Years	We request you to kindly amend the number of years of experience of Project Director to 15 Years	The qualification of the Project Director shall be master's degree in management, economics,

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			<ul style="list-style-type: none"> • Master’s degree in management, economics, finance or other related field • Experience of working on large transformation projects and leading team 	<ul style="list-style-type: none"> • Master’s degree in management, economics, finance, planning, engineering or other related field • Experience of working on government consulting assignments for housing projects and leading the team. 	finance, planning, engineering or other related field with minimum 15 years of experience in government consulting assignments for housing projects and leading the team.
26	16	3.2 Key Personnel	<p>Supply Chain Expert: 6 Years</p> <ul style="list-style-type: none"> • Master’s degree in management, economics, finance or another related field • Experience of providing procurement support to government departments 	<p>Since, this role entails support to authority for advising on procurement for housing and other urban infrastructure allied elements, therefore, the qualification requirement may be amended to include Urban Planner / construction management professional as well.</p> <p>The same may be read as: “Master’s degree in management, economics, finance, planning, engineering or another related field”</p>	As per RFP.
27	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Limitation of Liability:</p> <p>The Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>

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				caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	
28	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Confidentiality</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>

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				professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	
29	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Intellectual Property Rights Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>
30	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Termination Consultant may terminate this Agreement, or any particular Services, immediately upon</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>

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				written notice to Client if consultant reasonably determine that consultant can no longer provide the Services in accordance with applicable law or professional obligations.	
31	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Force Majeure</p> <p>It is recommended to add below clause to under Force Majeure to facilitate remote working</p> <p>i. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>Where consultant personnel are required to be present at Client's premises, consultant will use reasonable efforts to provide the Services on-site at Client offices, provided that, in light of a pandemic the parties agree</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>

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				to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an consultant resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk	
32	NA	NA		<p>It is requested to include the below mentioned clause in the RFP</p> <p>Dispute resolution</p> <p>1.1 Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</p> <p>1.1.1 first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and</p> <p>1.1.2 failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of consultant (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business</p>	<p>Accepted.</p> <p>Suitable amendment will be made at the time of signing of contract agreement</p>

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				<p>Days of such notice (the “Senior Service Managers’ Meeting”). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p> <p>If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties</p>	