

**Annexure-I**

<b>Response to the Pre-Proposal Clarifications for RFP No: 312 dated 11/06/2024 for 'Selection of agency for Establishment and Management of Programme Management Unit (PMU) for District Mineral Foundation (DMF), Jajpur'</b>				
<b>S.No</b>	<b>Relevant Section/ Clause/ Page</b>	<b>Condition as per RFP</b>	<b>Clarification/ Changes Requested</b>	<b>Response</b>
<b>GRANT THORNTON BHARAT LLP</b>				
1	Bidder data sheet, Clause number – 7, Page number - 6	Last Date for Submission of Bids – 1/07/2024 by 3:00 PM	We request the last date for submission of bids to be extended by at least 15 days i.e. till 15 <sup>th</sup> July 2024	The last date for submission of bids: <b>03/07/2024</b> by <b>03:00 PM</b> Date of Opening of Technical Bid: <b>03/07/2024</b> at <b>04:00 PM</b> Date of Technical Presentation: <b>05/07/2024</b> at <b>11:00 AM</b> Date of Opening of Financial Bid: <b>05/07/2024</b> at <b>03:00 PM</b>
2	Bidder data sheet, Clause number – 14, Page number - 6	Mode of Submission- Speed Post / Registered Post only to the address as specified above during the office hour only.	We request to allow submission through private courier agencies also.	No Change

3	Pre- Qualification Criteria. Page number - 11	NA	We request to add “Bidder must have experience of implementing at least one project related to DMF of minimum value 50 Lakhs.” as a clause to pre- qualification.	No Change
4	Technical Evaluation (2nd Stage), Clause no. 1.2, Page no. 15	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations for the implementation of DMF/ PMKKKY/ OMBADC or similar • During the last 5 years of minimum contract value of INR 50 lakhs each of minimum duration of 6 months each – 30 Marks	We request to amend the said clause as follows to ensure larger participation. 1. Experience of running PMU or equivalent for Central Government Ministries &Departments/ State Government Departments / PSUs/ District Administrations for the implementation non-farm livelihoods/ Employment generation/ Vocational training promotion projects during the last 5 years of minimum contract value of INR 2 Cr. each - Maximum 12 Marks, 3 marks for each PMU. 2. Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations for the implementation Agri based livelihoods projects during the last 5 years of minimum contract value of INR 2 Cr. each - Maximum 12 Marks, 3 marks for each PMU. 3. Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations for the implementation infrastructure development projects during the last 5 years of minimum	Clause modified as follows:  1.2 Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations for the implementation of DMF/ PMKKKY/ OMBADC or similar • During the last 5 years • Of minimum contract value of INR 50 lakhs each • Of minimum duration of 6 months each  (15 Marks – 1.5 marks for each PMU, subject to a maximum of 15 marks)  1.3 Experience of running PMU or equivalent for Departments/ Agencies of Government of Odisha • During the last 5 years

			contract value of INR 2 Cr. each - Maximum 6 Marks, 3 marks for each PMU	<ul style="list-style-type: none"> <li>• Of minimum contract value of INR 50 lakhs each</li> <li>• Of minimum duration of 6 months each</li> </ul> <p>(05 Marks – 1 mark for each PMU, subject to a maximum of 05 marks)</p>
5	Technical Evaluation (2nd Stage) Clause no. 3 page no16	<p>Presentation on Approach, Methodology and Work Plan</p> <ol style="list-style-type: none"> <li>1. Understanding of the Assignment and Issues/ Challenges (10 Marks)</li> <li>2. Approach, Methodology and Work Plan (10 Marks)</li> <li>3. Case study of handling DMF/ PMKKKY/ OMBADC or similar (10 Marks)</li> </ol>	<p>We request to amend the clauses as below</p> <p>Presentation on Approach, Methodology and Work Plan</p> <ol style="list-style-type: none"> <li>1. Understanding of the Assignment and Issues/Challenges (15 Marks)</li> <li>2. Approach, Methodology and Work Plan (15 Marks)</li> </ol>	<p>Clause modified as follows:</p> <p>Presentation on Approach, Methodology and Work Plan</p> <ol style="list-style-type: none"> <li>1. Understanding of the Assignment and Issues/ Challenges (10 Marks)</li> <li>2. Approach, Methodology and Work Plan (10 Marks)</li> <li>3. Case study of handling DMF/ PMKKKY/ OMBADC or any similar scheme/ project (10 Marks)</li> <li>4. Case study of implementing innovative social sector projects end-to-end leading to significant impact in any priority sector mentioned under PMKKKY guidelines (10 Marks – 2.5 marks for each case, subject to a maximum of 10 marks)</li> </ol>

6	Financial Evaluation Page number-17	QCBS- 80:20 T (Technical) = 80 P (Financial) = 20	We request to change the evaluation criteria as QCBS- 70:30 T (Technical) = 70 P (Financial) = 30	No Change	
<b>ERNST &amp; YOUNG LLP</b>					
1	Page: 6 Bidder Data Sheet	Last date for submission of Proposal	Request to extend the last date for submission by at least 14 days	We request you to kindly extend the last date by at least another 14 days to enable us to obtain necessary internal approvals and submit a comprehensive proposal.	The last date for submission of bids: <b>03/07/2024</b> by <b>03:00 PM</b> Date of Opening of Technical Bid: <b>03/07/2024</b> at <b>04:00 PM</b> Date of Technical Presentation: <b>05/07/2024</b> at <b>11:00 AM</b> Date of Opening of Financial Bid: <b>05/07/2024</b> at <b>03:00 PM</b>
2	Page: 6 Bidder Data Sheet	Pre-bid Meeting	Request to arrange Pre-bid Meeting	Request you to kindly arrange a Pre-bid Meeting (in-person/ virtual) so that bidders can directly clarify their queries/ concerns with the authorities.	No Change
3	Page: 6 Mode of submission	Submission of Proposal by Speed Post/ Registered Post only	Request to allow submission of Proposal by hand and courier also	Request you to allow submission of Proposal by hand and courier also, in addition to Speed Post/ Registered Post,	No Change

				considering the potential delays/ uncertainty in postal system.	
4	Page: 11 Pre- Qualification Criteria	Programme Management Experience	Request to increase minimum contract value of PMU from INR 3 Cr to INR 5 Cr per annum	Considering the large size of the proposed PMU (10 members) under DMF Jajpur, the qualified bidders must have prior experience of managing similarly large sized PMUs. Therefore, we request you to kindly increase the minimum contract value of each PMU credential to at least INR 5 Cr per annum to ensure that only firms having the necessary experience to successfully manage large PMUs, qualify.	No Change
5	Page: 11 Pre- Qualification Criteria	Bidder's turnover	Request to increase the average annual turnover in each of the last three years to at least INR 250 Cr	Request you to kindly increase Applicant's turnover to at least INR 250 Cr in order to ensure that only experienced, competent and reputed agencies participate in the bid to run/ manage the PMU for DMF Jajpur.	No Change

6	Page: 15 Technical Evaluation Criteria	Experience of running PMU for Central/ State Governments/ District Administrations for social sector schemes/ projects (S.No. 1.1)	Request to increase minimum contract value of PMU from INR 3 Cr to INR 5 Cr per annum	Considering the large size of the proposed PMU (10 members) under DMF Jajpur, the qualified bidders must have prior experience of managing similarly large sized PMUs. Therefore, we request you to kindly increase the minimum contract value of each PMU credential to at least INR 5 Cr per annum for the purpose of evaluation. This will help in ensuring appropriate marking of firms based on proven experience in handling similar large-size PMUs.	No Change
7	Page: 15 Technical Evaluation Criteria	Experience of running PMU for Central/State Governments/ PSUs/ District Administrations for DMF/ PMKKKY/	Seek clarification on whether the total marks for S.No. 1.2 is 30 or 15	NA	Serial no 1.2 consists of 15 Marks – 1.5 marks for each PMU, subject to a maximum of 15 marks

		OMBADC or similar (S.No. 1.2)			
8	Page: 20 Replacement of Personnel	Replacement of personnel during team deployment/ start of engagement	Request to remove clause (A)	Request you to kindly remove clause (A) as proposed candidates often decline to join the engagement after initially consenting, citing personal reasons. This is beyond the control of the firm.	No Change
9	Page: 20 Replacement of Personnel	Time period for replacement of personnel during the assignment	Request to increase time period for replacement of personnel deployed	Request you to kindly increase time period: a) to 21 days – to provide CVs of appropriate candidates to replace deployed personnel who are not performing satisfactorily b) to 45 days – to replace deployed personnel with candidate approved by client. This is considering the fact that adequate notice period needs to be provided to the other client(s) where the candidate(s) might be deployed.	No Change

10	Page: 43 Fin – 2	Summary of Financial Proposal	Annual hike in Consulting Fee	Request you to kindly include provision to increase annual consulting fee by 10%, considering inflationary pressures, subject to satisfactory performance.	No Change
11	Page: 43 Fin – 2	Summary of Financial Proposal	Overhead	Request you to kindly clarify whether bills/vouchers have to be separately submitted for claiming/reimbursing amount mentioned under Overhead or will they be a part of the Monthly Invoicing.	No Change
12	Page: 19 Confidentiality	Confidentiality	Request to include the following point in the Confidentiality clause	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	No Change

				<p>public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	
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13	N/A	Limitation of Liability	Request to include the following point - Limitation of Liability clause	The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	No Change
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14	N/A	Intellectual Property Rights	Request to include the following point - Intellectual Property Rights clause	EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY 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.	No Change
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15	N/A	Termination	Request to include the following - Termination clause	EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.	No Change
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*[Handwritten Signature]*  
20/6/24

**Collector & Managing Trustee  
DMF, Jajpur**

05/07/2024 at 11:00 AM  
Date of Opening of Financial Bid  
05/07/2024 at 03:00 PM  
No Change