

RFP Name: RFP for Engagement of PMU by BSDM vide Ref. No. BSDM/04/2021-2022, Notice dated 25.06.2021 published in papers vide PR No.-0002868(LRD)2021-22.

In view of pre-bid meeting dated 09.07.2021, the Response to Compiled Pre-Bid Queries are as below:

SN	Section/ Page No.	Content of RFP requiring clarifications	Compilation of Changes/ Clarifications requested	BSDM Response
1	Notice Inviting Request for Proposal: Earnest Money Deposit (EMD), Page 3	An EMD of Rs. 10,00,000/- through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal., on or before stipulated time, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited	<p>We request you to please relax the requirement of EMD for MSME's. The MSME firms may submit their certificate of registration under MSME Act.</p> <p>As per Office Memorandum issued by Department of Expenditure, Ministry of Finance, GOI vide no F.9/4/2020-PPD dated 12 November 2020, it is stated that no provisions regarding Bid Security should be kept in the Bid documents in future and only provision for Bid Security Declaration should be kept in the Bid documents.</p> <p>Therefore, we request you to kindly remove the EMD from the Bid document.</p> <p>We request BSDM to revise the EMD amount to INR 200,000</p>	No Change. RFP Condition Will Prevail.

2	<p>13. Important Terms: Performance Bank Guarantee (PBG) Page 28</p>	<p>Within 15 days from the date of Letter of Invitation (LOI) from BSDM, the successful Project Management Consultant company/firm shall furnish the Performance Bank Guarantee (PBG) of an amount equal to 5% of its Financial Proposal (i.e. 60 months project value), by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment. The Performance Bank Guarantee shall be for valid for the initial project period of sixty months and has to be extended accordingly for extension of project, if any.</p>	<p>As per Office Memorandum issued by Department of Expenditure, Ministry of Finance, GOI vide no F.9/4/2020-PPD dated 12 November 2020, it is stated to reduce Performance Security from existing 5-10% to 3% of the value of the contract. Therefore, we request you to kindly reduce the performance security.</p> <p>Requesting BSDM to kindly allow at least 30 days from the date of Letter of Invitation (LOI) received from BSDM. The successful Project Management Consultant/company/firm shall furnish the PBG of an amount equal to 5% of its annual contract/payout, by way of DD/PBG issued by one of the Nationalized/scheduled banks in India for the due performance of the Assignment. The PBG shall be charged on the annual contract value each year.</p>	<p>No Change. RFP Condition Will Prevail.</p>
3	<p>Preliminary Eligibility Criteria: (Page No. 19, SN: 1)</p>	<p>The bidder should be a Legal Business Entity as below (Any kind of consortium is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act and operating for the last 10 years in Business Consulting/Project Management as on March 31, 2021</p>	<p>As per the RFP, Considering the scope of work of the assignment. We request the Authorities to kindly allow JV/Consortium to bid for the captioned opportunity</p>	<p>No Change. RFP Condition Will Prevail.</p>
4	<p>Preliminary Eligibility Criteria: (Page No. 19, SN: 1)</p>	<p>The bidder should be a Legal Business Entity as below (Any kind of consortium is not allowed).</p>	<p>We would like to request you to kindly allow Consortium/ JV of at least 2 Firms including the Lead Partner in order to be able to offer enhanced experience/ expertise and greater resource pool to the project.</p>	<p>No Change. RFP Condition Will Prevail.</p>

5	Preliminary Eligibility Criteria: Page 19 (SN 2)	<p>Eligibility Criteria</p> <p>The bidder should have a positive net worth and minimum average annual turnover of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20).</p>	<p>This clause is restrictive as it considers only Indian operations. We request you to modify the clause as below, to avoid appearing skewed. Alternatively, the annual turnover of parent organisation be considered</p> <p>The bidder should have a minimum average annual turnover of INR 50 Crore from consulting services in last 3 FYs. Financial turnover of parent entity/ member firms shall be considered.</p> <p>OR</p> <p>The bidder must have a minimum average annual turnover from consultancy/ advisory of INR 5 Crore from Indian operations during the last 3 FYs</p>	No Change. RFP Condition Will Prevail.
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6	Preliminary Eligibility Criteria: Page 19 (SN 2)	The bidder should have a positive net worth and minimum average annual turnover of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20).	<p>The minimum average annual turnover criteria of Rs. 50 Crore is very low considering the scope of work and interventions proposed in this RFP. The Turnover Criteria has been kept as INR 50 Crores which was the organizational financial stability benchmark back in 2015. As there will be a large manpower deployed in this project, the organizations with a smaller turnover will be at the risk of failing to continue its delivery and also manage its working capital in any unfavourable events such as unforeseen delays in releasing payment of invoices of the agency.</p> <p>Considering above points, we request to increase the minimum average Turnover criteria to Rs. 200 Crore so that only organizations with proven records and financial standings / stability should apply.</p> <p>Accordingly, the scoring under Serial No – 1 of the Technical evaluation criteria should be modified as below: The bidder should have a minimum average annual turnover (T) of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20). a. T = 200 crores b. 200 crores < T <= 250 crore c. T > 250 crores</p>	No Change. RFP Condition Will Prevail.
7	Preliminary Eligibility Criteria: Page 19 (SN 2)	The bidder should have a positive net worth and minimum average annual turnover of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20).	We request you to lower the minimum average annual turnover to INR 10 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20).	No Change. RFP Condition Will Prevail.

8	Preliminary Eligibility Criteria: Page 19 (SN 2)	The bidder should have a positive networth and a minimum average annual turnover of INR 50 crores from Indian operations in the previous three financial years (FY 2017-18, 2018-19 and 2019-20	What is the significance of positive net worth/ Should we submit both the positive net worth and average annual turnover?	Yes.
9	Preliminary Eligibility Criteria: (Page No. 19, SN: 3)	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.	<p>We request the Authorities to consider experience related to consultancy in India. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers.</p> <p>Post acceptance of this request, the modified clause may read like:</p> <p>“Experience of at least three Government Projects in Project Management/Consultancy, in India with (Central/ State Government Department /Agency or Multi-Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.”</p>	No Change. RFP Condition Will Prevail.

10	Preliminary Eligibility Criteria: (Page No. 19, SN: 3)	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.	We suggest adding “Project implementing Agency” & “Technical Advisory Service Provider” along with the “Lead Project Management Consultant” in point 3 of the eligibility criteria.	No Change. RFP Condition Will Prevail.
11	Preliminary Eligibility Criteria: (Page No. 19, SN: 3)	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.	Please clarify that any Project Management Assignment will be applicable for this criteria having value more than 3 Crores.	No Change. RFP Condition Will Prevail.
12	Preliminary Eligibility Criteria: (Page No. 19, SN: 3)	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at	We request you the followings: <ul style="list-style-type: none"> • To kindly consider the projects done in the capacity of lead project management consultant or as Joint Venture partner. • To kindly allow completed as well as ongoing projects under this category. 	No Change. RFP Condition Will Prevail.

		least two should be completed satisfactorily.		
13	Preliminary Eligibility Criteria: Page 19 (SN 4)	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20).	This clause is restrictive and would limit the organisations bring in international donor experience / multilateral experience of working in India. Please consider relaxation.	No Change. RFP Condition Will Prevail.
14	Preliminary Eligibility Criteria: Page 19 (SN 4)	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20).	Considering the scope of work and interventions proposed in this RFP and on account of the selected agency having substantial experience in Government consulting services, we request this eligibility criteria should be modified as below: The bidder should have a minimum annual turnover of INR 50 Crores from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20).	No Change. RFP Condition Will Prevail.
15	Preliminary Eligibility Criteria: (SN 5, Page 20)	The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India	We request you to amend the said clause as follows: The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency /Capacity Building assignments /Monitoring and Evaluation assignments for State Skill Development Missions/State Rural	No Change. RFP Condition Will Prevail.

			Livelihood Missions/ Central Govt/State Govt agencies, in India	
16	Preliminary Eligibility Criteria: (SN 5, Page 20)	The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India	We suggest adding “Project implementing Agency” & “Technical Advisory Service Provider” along with the “Lead Project Management Consultant” in point 5 of the eligibility criteria.	No Change. RFP Condition Will Prevail.
17	Preliminary Eligibility Criteria: (SN 6, Page 20)	Bidding firm should have more than 250 People in the Consulting/Advisory division payroll.	We suggest amending the clause as below: “Bidding firm should have more than 150 People in the Consulting/Advisory division payroll.”	No Change. RFP Condition Will Prevail.
18	Preliminary Eligibility Criteria: (SN 6, Page 20)	Bidding firm should have more than 250 People in the Consulting/Advisory division payroll.	We request you to reduce this requirement to 150.	No Change. RFP Condition Will Prevail.
19	10. Technical Evaluation (Technical Score-ST): (SN: 4, Page 21)	The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India a. 1-3 Projects (100 Marks) b. 4-6 Projects 125 Marks) c. >6 Projects 150 Marks)	The agency should have experience of undertaking consulting assignments for State Skill Development Missions/State Rural Livelihood Missions in India: a. 1-3 Projects (100 Marks) b. 4-6 Projects 125 Marks) c. >6 Projects 150 Marks)	No Change. RFP Condition Will Prevail.

20	Technical Evaluation Criteria: Page 20-21	Insertion of a New Technical Evaluation Criteria	<p>On account of there being exhaustive effort planned at the District level and a substantial manpower deployment planned at District Level the following additional Technical Evaluation Criteria is proposed to be inserted: Delivery of Skill Advisory Projects in India which had creation of District plans or involved District level planning / monitoring of activities or district level 1-3 projects – 50 Marks > 3 projects – 100 Marks Accordingly, the marks allotted to other Technical Evaluation Criteria to be rationalized so that total marks breakup is not affected.</p>	No Change. RFP Condition Will Prevail.
21	Technical Evaluation Criteria: Page 20-21	Insertion of a New Technical Evaluation Criteria	<p>On account of there being coordination required with the Central regulatory Stakeholders (Sector Skill Councils etc.) for Course finalization / Curriculum & Content / Assessments etc. in the Scope, the following additional Technical Evaluation Criteria is proposed to be inserted: The agency should have experience of undertaking assignments with Sector Skill Councils (SSCs) 3-5 SSC assignments: 50 marks 6-10 SSC assignments: 75 marks >10 SSC assignments: 100 marks Accordingly, the marks allotted to other Technical Evaluation Criteria to be rationalized so that total marks breakup is not affected.</p>	No Change. RFP Condition Will Prevail.
22	12. Combined Evaluation of Technical & Financial Bid:	The Total score of the Bidder will be determined as under Total Score (TS) = $(0.8 \times ST) + (0.2 \times SF)$	We suggest adopting QCBS for selection of Consulting organization preferably with 70:30 ratio on technical proposal and financial proposal.	No Change. RFP Condition Will Prevail.

	(Page 22)			
23	Section 5>> Position Manager (Skill Gap Training Need Analysis)	It has been indicated that an experience of conducting skill gap analysis with wider stakeholder consultation- state government, employers, training organizations, sector skill councils, industry bodies etc., is required	Please clarify that the involvement in policy making and developing methodology for conduct of Skill Gap Analysis with Ministry of State Govt (with no direct involvement in conducting it), will also be considered as a relevant experience for the said position	No Change. RFP Condition Will Prevail.
24	Page No. 14 Project Director	Require qualification: Graduate in Engineering/Post Graduate in Management from premier Institute preferably IITs/IIM	We request the department to provide the list of other premier institutions that are considered at par with IIT/IIM Require qualification: Graduate in Engineering/Post Graduate in Management from premier Institute preferably IITs/IIM/Other premier institutes	No Change. RFP Condition will Prevail. Premier institutes will comprise of all institutes in the latest NIRF ranking issued by MHRD, Govt. of India

25	5. Proposed Team Structure (Page No.: 14 to 16)	"On Rolls"	We request authorities to kindly allow team professionals to be taken on roll of the bidder at the time of deployment and the person need not be on the roll of the bidder on the date of bid submission.	Allowed. Clarification: On Rolls will mean that at the time of deployment the specified resources should be on rolls of the selected organization. In the RFP under this clause except DMPU resources all state level resources should be on-rolls of the selected organization. DPMU resources can be hired through 3rd party (sub-contracted) or may be on-rolls.
26	Pg. No. 14, Clause 5	Proposed Team Structure: The proposed PMU shall comprise of 1 Project Director and 33 Managers headed by Project Director at State level (State PMU) and 72 District Skill Experts (District PMU).	Request you to clarify the team structure comprises of 1 Project Director, Key Experts and 33 Project Managers at the State Level?	The team will comprise of 1 Project Director, 33 Key Experts in various capacities (On Rolls) and 72 District Skill Managers.
27	Proposed Team Structure, Section 5 on Page No. 14	1 Project Director and 33 Managers headed by Project Director at State level (State PMU) and 72 District Skill Experts (District PMU).	Please clarify on the no. of CVs required to be provided at the time of Bidding.	CVs are required for only those positions which carry marks in technical evaluation. Refer Page 21. Total 25 CVs will be needed for submission.

28	Page No. 14 Team Structure	The proposed team is required to be on the payrolls of the bidder	We understand that team should be on payroll once the project is awarded & not at the time of submitting the proposal. Please confirm	Yes. Clarification: On Rolls will mean that at the time of deployment the specified resources should be on rolls of the selected organization. In the RFP under this clause except DMPU resources all state level resources should be on-rolls of the selected organization. DPMU resources can be hired through 3rd party (sub-contracted) or may be on-rolls.
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29	<p>Section: Proposed Team Structure of all SPMU & DPMU Resources Page:14-16</p>	<p>On Rolls Project Director, Manager(Placement),Manager(Skill Gap and Training Need Analysis), Manager(Social Mobilization and Grievance Redressal), Manager (MIS and Monitoring), Manager-Sector Skills, Manager(Finance and Procurement Specialist) and Manager(Special Initiatives) And DPMU resources in all districts of Bihar</p>	<p>Requesting BSDM to relax the current engagement of SPMU resources from only "On Rolls to either on rolls or Direct Contracting". Further, requesting to allow on-boarding of DPMU resources on Third party's payroll</p>	<p>Clarification:</p> <p>On Rolls will mean that at the time of deployment the specified resources should be on rolls of the selected organization.</p> <p>In the RFP under this clause except DMPU resources all state level resources should be on-rolls of the selected organization. DPMU resources can be hired through 3rd party (sub-contracted) or may be on-rolls.</p>
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30	New Clause	Insertion of Confidentiality Clause	<p>Confidentiality- Pl add this in Clause –</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.</p> <p>Parties may, however, disclose such confidential information to the extent that it:</p> <p>(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 professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	<p>Not without prior approval of the Client. Also, the disclosure should not be based on any commercial interest of the bidder.</p> <p>Allowed with exceptions to such cases where it is necessary to disclose information for government, statutory or legal obligations such as RTI.</p>
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31	New Clause	Additional Clause to be incorporated	<p>We hereby request the department to kindly add the given clause: "Confidentiality obligations set forth above shall not be applicable when disclosure is required under any law or pursuant to a direction from any legal or regulatory authority or mandated by a judicial order"</p> <p>We hereby inform the department that Confidentiality should include a compelled/legal disclosure clause as given below: "In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed"</p>	<p>Not without prior approval of the Client. Also, the disclosure should not be based on any commercial interest of the bidder.</p> <p>Allowed with exceptions to such cases where it is necessary to disclose information for government, statutory or legal obligations such as RTI.</p>
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32	New Clause	Insertion of IPR Clause	<p>The Project Management Consultant (PMC) may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that PMC own, in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, the PMC retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that PMC may compile and retain in connection with the Services (but not Client Information reflected in them).</p> <p>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>RFP Condition Will Prevail with changes to the extent:</p> <p>“BSDM will retain all IPR related to the assignment”</p>
33	New Clause	RFP is silent on Intellectual Property Rights (IPR)	<p>PMU/Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies that PMU/Consultant own in performing the services.</p> <p>Notwithstanding the delivery of any reports, PMU/Consultant retain all the intellectual property rights in the Materials that Consultant/PMU compile & retain in connection with the Services. Upon payment for the Services, Client may use any materials included in the reports, as well as the reports themselves as permitted by the contract.</p>	<p>RFP Condition Will Prevail with changes to the extent:</p> <p>“BSDM will retain all IPR related to the assignment”</p>

34	New Clause	Additional Clause to be incorporated	<p>We hereby request the department to kindly add the given clause:</p> <p>Intellectual Property Rights: The agency shall at all times indemnify and keep indemnified OSDA against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. In addition, the firm should be permitted to use the IPRs in its deliverables for its purposes post the completion of the project.</p>	<p>RFP Condition Will Prevail with changes to the extent:</p> <p>“BSDM will retain all IPR related to the assignment”</p>
35	New Clause	Additional Clause to be incorporated	<p>We hereby request the department to kindly add the given clause:</p> <p>The Service provider should be permitted to retain copies of all documents and other information as it may be required for legal or professional regulatory purposes. Further it should be permitted to use the deliverables for its own purposes.</p> <p>Retention of Copies: The Service Provider may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns or has the right to use in performing the services. Notwithstanding the delivery of any reports, the agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services.”</p>	<p>Retention of copies will be allowed only with prior permission of the Client.</p> <p>BSDM will retain all IPR related to the assignment</p>
36	New Clause	Additional Clause to be incorporated	<p>No Duty of Care towards Third Parties: The Service Provider will not accept any responsibility for Duty of Care towards the</p>	<p>No Change. RFP Condition will prevail.</p>

			Third Party.	
37	New Clause	Additional Clause to be incorporated	<p>We hereby request the department to kindly add the given clause: Indemnification: The Service Provider shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the Client. In such case all the costs and expenses incurred by the client are recoverable from the Service Provider.</p> <p>Department must also indemnify the Service Provider for losses/damages suffered: (i) Due to any third party claims (ii) Due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.</p>	No Change. RFP Condition will prevail.
38	Termination by Project Management Consultant (Page 35)	The Project Management Consultant may, by not less than six (06) month written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement.	<p>We request to bring parity with notice duration as for termination BSDM will give a 30 days' notice while consultant needs to give 180 days' notice to the BSDM. The six months' notice period should be reduced to 02 months (60 days) at least.</p> <p>Addition of one more point under "Termination by Project Management Consultant"</p> <p>The Project Management Consultant (PMC) may terminate this Agreement, or any Particular Services, immediately upon written notice to BSDM if the PMC reasonably determine that PMC can no longer provide the Services in accordance with applicable law or</p>	No Change. RFP Condition Will Prevail.

			professional obligations.	
39	Yearly Price Adjustment: Page 36, 30, 34, 22	<p>Yearly Price Adjustment - The Rate-Card (FIN 1) will be subjected to yearly price escalations of 03% and will be valid for the period of contract (60 months). However, the project duration may be extended further upon mutual agreement of both the parties on the escalated rates with yearly escalation of 03%. · The Project Management Consultant shall agree to carry out any additional assignment or increase in man-power, during the assignment period as per instruction of the BSDM, the Fees of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Project Management Consultant as Fin-1 will be used for the same.</p>	<p>The annual cost inflation index published by Government of India time to time in its official gazette for measuring inflation, is generally 10% or above.</p> <p>We request the current provision in the RFP in this regard should be modified in line with the Government norms as:</p> <p>The Rate-Card (FIN 1) will be subjected to yearly price escalations aligned with the annual cost inflation index published by Government of India time to time in its official gazette for measuring inflation and will be valid for the period of contract (60 months). However, the project duration may be extended further upon mutual agreement of both the parties on the escalated rates with yearly escalation aligned with the annual cost inflation index published by Government of</p>	No Change. RFP Condition Will Prevail.

			India time to time in its official gazette for measuring inflation.	
40	Tender Schedule: Last Date / Time for Submission / uploading of offer /bid, Page No 4	09-08-2021 upto 15:00 Hrs	We request to extend the Last date for submission of the bid by at least 10 days so that the bidder can incorporate any clarifications provided in response to Pre-bid Queries.	No Change. RFP Condition Will Prevail.
41	16 Project Deliverables and Payment Terms & Schedule: Payments to the Project Management Consultant (Page 30)	Payment to the Project Management Consultant - The deliverables & the quarterly invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, is raised in 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM, and will be good for payment	You will appreciate that this is a resource driven assignment and there will remain the need on part of the PMU for monthly payments to meet the project expense. We therefore request you to modify the payment terms to monthly payments.	No Change. RFP Condition Will Prevail.
42	Validity of bids: (Bid Validity Period)	Validity of Bids: Minimum 365 days from Last date of Bid submission.	We hereby request the department to consider a bid validity period of 120 days	No Change. RFP Condition Will Prevail.

43	New Clause	Additional Clause to be incorporated	We hereby request the department to kindly add the given clause: "Under no circumstances shall the liability of the Consultant if any, exceed the amount of fee received for services under this Agreement"	Refer Limitation of Liability Clause mentioned in the RFP. RFP condition will prevail.
44	13. Important Terms, Financial Proposal, Page 26	The office space for setting up the office of the PMU at State shall be provided by BSDM.	We understand that the office space along with furniture & necessary infrastructure will be provided by the client. Please confirm.	Only office space and provision of electricity at the designated place will be provided by BSDM. Rest all expenses such as laptops, internet, office stationary for each of the deployed resources and other office equipments such as printers / scanners etc. will have to be arranged by the Bidder
45	16: Project Deliverables and Payment Terms & Schedule: Commencement of Services: Page 30	In case of delay in complete deployment above 60 days, a penalty of 25% of total invoice of that quarter will be levied.	We request you to kindly remove this clause as many a times delays happen due to unforeseen circumstances and unexpected situations which are beyond the control of the consultant.	No Change. RFP Condition Will Prevail.
46	Project deliverables and Payment Terms & Schedule(Point No. 16) Section: Commencement of Services Page; 30	The date for the commencement of services is within 30 calendar days of contract signing and shall complete the deployment of the entire work force as per the submitted CVs within 60 days of the contract signing. In case of delay in complete deployment above 60 days, a penalty of 25% of total invoice of that quarter will be levied	BSDM is requested to extend the date of commencement of services to 60 calendar days from the date of contract signing and shall complete the deployment of the entire work force as per the submitted CVs within 70 days of the contract signing. Requesting BSDM to kindly remove the penalty clause of 25% of the total invoice of that quarter will be levied	No Change. RFP Condition will prevail.

47	Project deliverables and Payment Terms & Schedule(Point No. 16) Section: Conduct of Project Management Consultant Manpower Page:31	Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, BSDM will have the right to deduction of Rs.2000 per day for the resource in addition to the deduction of honorarium payable for the period of absence. This will be calculated on a monthly basis and the amount will be deducted from the Quarterly Payments	Requesting BSDM to not impose penalty on the absenteeism clause of more than 5 days and please remove the said point	No Change. RFP Condition will prevail.
48	Project deliverables and Payment Terms & Schedule(Point No. 16) Section: Conduct of Project Management Consultant Manpower Page:31	BSDM shall carry out a review of the performance of each resource every one year. BSDM shall have the right to terminate the service of a resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced within 30 days of such termination. The replaced resource person shall have the same or higher qualification than that mentioned in eligibility. BSDM may also request the Project Management Consultant to replace a resource with a notice of 30 days if the monthly progress report of the resource is not found satisfactory. Failure to replace the resource person under these circumstances shall lead to non-payment of any remuneration for the resource for the aforesaid period and an imposition of penalty equivalent to 25% of the remuneration payable to the resource for the period resource is not made available. Failure to provide resources as per condition laid out in this tender beyond a period of 120 days may also lead to the termination of this contract	Requesting BSDM to not impose penalty on the said clause and please remove the said point	No Change. RFP Condition will prevail.

49	New Clause	New Clause	Is mobilization advance allowed for the project?	May be allowed. Will be decided at the time of Award of Contract.
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