

## Corrigendum

Addendum No.1 to RFP for establishment and operationalization of 20 District Project Management Unit (DPMU) in 30 Districts No.1492/SUDA , Date 13.7.2017 is issued basing on the Pre-bid meeting held on 20.07.2017. There are some major revision in eligibility and evaluation criteria. The details of Addendum/ Revision in RFP is available in H & U.D./ SUDA Website, i.e. [www.urbanodisha.gov.in/www.sudaodisha.org](http://www.urbanodisha.gov.in/www.sudaodisha.org).

*Handwritten signature and date: 25/07/17*

ADDITIONAL DIRECTOR

Clarification on Pre-bid queries received under RFP for establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts To Assist District Urban Development Agency And One Finance Expert at SUDA under Capacity Building Programme

Page No/Section:	Content of RFP Requiring Clarification	Change/Clarification Requested	Remarks	Amended condition of RFP
Pg, No. 3, Cl. 2 (Eligible Bidder) and Sub Cl. 2.5 of the RfP	Average last 3 years Annual consultancy turnover of the bidder should be more than Rs 25 Cr during last 3 financial years	<p><b>Such a 25 Cr. turnover will not allow many competent firms to participate which might have the relevant experience which is most critical for selection. Hence, request to kindly change the turnover criteria as the assignment includes project management services not requiring any technical inputs.</b></p> <p>Thus effectively, the total turnover for last three FYs would be Rs. 75 Cr, which is very high as per the standard practice of fixing average annual turnover at about 2 times of the annual consultancy value mentioned in the RfP. Therefore, we would like to request to fix the annual average turnover at about Rs, 11 Cr. fixing the total turnover for last three FYs at Rs. 33 Cr.</p>	Average turnover criteria modified.	Clause 2.5 modified as "Average" last 3 years Annual consultancy turnover of the bidder should be more than Rs 10.00 Cr during last 3 financial years.
Pg, No. 3, Cl. 2 (Eligible Bidder) and Sub Cl. 2.6 of the RfP	No Joint/Consortium bid is permitted.	<p><input type="checkbox"/> <b>Request to allow Joint Venture between atleast 2 firms.</b></p> <p><input type="checkbox"/> <b>Also please clarify if the credentials of parent</b></p>	No change	No change

		<b>company can be projected to meet the scoring criteria.</b>		
Page no 3 Annexure-I Instruction to Bidders CL-2 Sl no 2.7	Eligible Bidder -The bidder must have an office in Bhubaneswar or to furnish an undertaking to open an office if selected to coordinate with SUDA.	As the PMU will be located at the client site (district location) there is no need to open an office in Bhubaneswar. Hence we request you to kindly remove the clause.	Requirement deleted.	Clause-2.7 deleted
CL-6- clarificati on on Provisio ns of the RFP Docume nt	Response to all clarifications shall be hosted in web site which the prospective bidders may check within 7 days.	Request to host all the queries Hosting of responses and sending the responses to concerned mail id.	No change. But intimation of release of queries will be given.	No change
Page No. 2 para 1.  Page No. 3 Clause No. 1 (1.2).  Page 8 Clause no 18 (Point 2)  Page no 9 Annexure 2, (clause point 3)	The Firm to be selected on Quality and Cost Based Selection (QCBS) process.  The bidder to submit Technical and Financial Proposal and selection shall be based on QCBS.  Evaluation of Offer The successful Bidder shall be the one offering the LOWEST price i.e L1. However if more than one Bidder offers the same lowest price, in such case Bidder having higher technical score shall be the	Please clarify whether the selection method is QCBS or L1 as it is not clear.  We request you to kindly consider Quality and Cost Based Selection (QCBS) Method weightage of the proposal Technical (80) :Financial(20)	It is Quality & cost based evaluation. Bidders with technical score above will be qualified for financial bid opening. Then L1 among qualified bidders. Combined QCBS as requested not to be followed.	No change

	<p>successful Bidder.</p> <p>Method of selection : Quality And Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.</p>			
<p>Page no 5 Annexure-I Instruction to Bidders Sl no 11</p> <p>Pg. No.44 APPENDIX D -of the RfP</p>	<p>The Bidder may be subject to taxes (such as: fringe benefit tax, value added or sales tax, service tax, duties, etc.) on amounts payable by</p> <p>As taxes are incorporated in the salary request clarification for this clause the Client under the Contract, which are to be borne by the bidder.</p> <p>Total cost under this contract will be limited to .....lakhs inclusive of all taxes and duties.</p>	<p>As taxes are incorporated in the salary request clarification for this clause</p> <p>The GST on consultancy services has gone up to 18% against the previous 15%. It would be operationally difficult for us to hire and retain professionals with matching qualifications and experience with Rs.55,000/Rs 45,000 per professional per month inclusive of taxes. Therefore, we request to make the above mentioned amount "exclusive of taxes".</p>	<p>Service tax / GST will be paid extra over the Maximum cost mentioned. Amount to be read as EXCLUSIVE of Service TAX/GST.</p>	<p><b>Clause-11. Taxes Modified</b></p> <p>-The Bidder may be subject to taxes (such as: fringe benefit tax, value added or sales tax, Income tax, duties, etc.) on amounts payable by the Client under the Contract , which are to be borne by the bidder. However Service Tax / GST as applicable payable extra at actual.</p>

<p>At Pg, No. 7, Cl. 18 (Evaluation of Offers/Main Criteria and Weights out of Total 100 marks - mentioned in the Table),</p>	<p>"Percentile marking method will be adopted under each head with the best getting full mark and others in proportion except for SL 2 &amp; SL 5. CV of Professionals</p>	<p>However, this provision will ensure maximum score going to very big organizations, which have presence world-wide with huge consultancy turn over and more nos. of similar projects in different countries that have no real relevance to successfully establishing and operationalizing the proposed DPMUs in Odisha. In effect, this provision doesn't put all the bidders on equal footing and in our case, though our firm has proved its competency in managing this type of assignments well in the urban sector in Odisha, would be deprived of getting the required score during the technical evaluation. Therefore, we request you to do away with the percentile method of evaluation and adopt the „slab method“ wherein definite nos. of projects/amount is fixed for allotting maximum score under a particular head. This will put all the national as well as international bidders on the equal footing.</p>	<p>Evaluation Clause -18 modified .</p>	<p>Clause-18 Modified as specified in Addendum No 1.</p>
<p>Pg. No.9, Annexure – II, Sl. No. 1 under "Title of Consulting Service"</p>	<p>establishment and operationalization of 20 District Project Management Unit (PMU) in 30 Districts to Assist District Urban Development Agency (DUDA) and one Finance Expert at SUDA under</p>	<p>it would be extremely difficult for us to hire quality professionals with matching qualification and skill for only one year time period. Good professionals are career seekers and they would never opt for an assignment which is</p>	<p>No change. Contract will be for One Year period with option to extend by one more year.</p>	<p>No change</p>

	Capacity Building Programme for a period of 1 years.	only for a year. Therefore, we would like to request to make the total contract period for at least 36 months as has been done in case of many flagship programs of MoUD and MoHUPA, Govt. of India.		
Page no 9 A-data sheet point no 7  At Pg. No.19 under the heading "Format for Financial Proposal" and in in column No. 3, row No. 2	Team Lead salary @ Rs.55000/-/person/month (for 20 persons only) M&E, Engineering & Finance Experts salary @ Rs 45000//person/month (46 persons only)  wherein it is mentioned that "46 other Experts including Finance Expert Offer Price Per Month....Rs. 45,000 per month..." only inclusive of taxes.	Salary defined in the RFP is not at par with market standard. For example: Salary of TL: 55000 Bidders allowed to quote maximum 20% less: 44000/- (55000-11000) GST Part as per of the salary which is to be deducted: 36080/- (44000-7920) Over and above TDS will be deducted from the invoice Considering the above net Salary amount it will be difficult to get quality resources as per the requirement of district level experts. <i>However</i> , it would be very difficult to hire and retain a senior professional for this important state level position at this rate. Therefore, we request to increase salary for this position to at least Rs. 60,000/- per month exclusive of taxes.	No change in maximum limit of salary but service tax/ GST payable extra.	In Format for Financial offer Inclusive of tax changed to Exclusive of tax. Revised Format in Addendum
Page no 10 A-data sheet point no 7	Supporting cost includes O&M, local travel, computer and Telecom @ 40% of salary.	Does the agency need to submit a breakup of the cost mentioned in the clause.	No breakup is required but bidder has to bear all expenditure of O&M of office, local travel of experts to	Clarified that Local travel means all travel within Odisha

			various project sites/cities in Odisha, computer for experts, telecom cost and stationeries.	
<p>Page no 22 point no 9 PAYMENT AND REPORTING SCHEDULE</p> <p>Page no 43 PAYMENT AND REPORTING SCHEDULE</p>	<p>A. Payment &amp; Reporting Schedule for Each PMU The firm/agency shall be paid on monthly basis based on attendance statement of experts &amp; monthly progress report at respective PMU. The firm shall raise invoice along with the above attendance certificate and progress report and submit to respective DUDA who shall make payment to the firm within 7 days of receiving invoice at DUDA. Payment for Finance Expert will be made by SUDA based on attendance statement &amp; monthly report. Firm to raise invoice to SUDA, Bhubaneswar.</p>	<p>Request you to make the payment centrally at SUDA</p> <p>it would be very difficult and a daunting task for us to ensure regular reimbursement of money from 20 different District offices. We apprehend that fund flow to the project would be severely affected because of this. In the present scenario, even wherein we are getting our fees reimbursed at the state level, it takes about 4 to 5 months to get the reimbursement from date of payment of salary of professionals. Getting our fees reimbursed from the Districts would take months together and we have to unnecessarily put extra efforts to ensure reimbursements. Since we regularly pay salary to our professionals as a matter of principle and practice on or before 5th of every succeeding month, we request that the reimbursement should be made at the state level. But attendance, progress/performance reports of professionals can come with signature and seal of the District authorities concerned as</p>	No change	No change

		a mandatory requirement for reimbursement at the state level.		
Confidentiality General Queries	New Clause to be added	PI add this in 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 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	These additional clauses not very relevant to the assignment. No Change	No change



		<p>this Agreement." Report: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client's Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and we shall not be required to update its Final Report. 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</p>		
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		<p>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>The Client shall assign a qualified person to oversee the Services.</p> <p>The Client is responsible for all management decisions relating to the services, the use or implementation of the output of the services and for determining whether the services are appropriate for your purposes. The Client shall provide (or cause others to provide) to us, promptly, the information, resources, and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services. To the best of your knowledge, all information provided by you or your behalf (Client information) will be accurate and complete in all material respects. The provisions of client information to us will not infringe any copyright or third party rights.</p> <p>Consultant may subcontract portions of the Services to any of its network firms (being such firms that are part of any network of professional</p>		
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		<p>firms to which Consultant are deemed, either by any contract, law or professional regulation, to be a participant network member; hereinafter, "Network Firm(s)", as well as to other service providers, who may deal with you directly. Nevertheless, Consultant alone will be responsible to the Client for the Reports, the performance of the Services, and our other obligations under this Agreement.</p>		

Addendum No-1 Enclosed.

S/d  
Additional Director SUDA

**Addendum No-1 to RFP NO----- Dated----- RFP for establishment and operationalisation of 20 District Project Management Unit (PMU) in 30 Districts.**

This addendum No-1 is issued amend following conditions of above RFP:

1. **Annexure-I Clause 2.5 modified as**  
"Average" last 3 years Annual consultancy turnover of the bidder should be more than Rs 10.00 Cr during last 3 financial years.

2. **Annexure-I Clause-2.7 stand deleted.**

3. **Annexure-I Clause-11. Taxes**

**Modified to Read as** -The Bidder may be subject to taxes (such as: fringe benefit tax, value added or sales tax, Income tax, duties, etc.) on amounts payable by the Client under the Contract , which are to be borne by the bidder. However Service Tax / GST as applicable payable extra at actual.

4. **Annexure-II, Data sheet SL-7 last line amended as --**

The total maximum cost shall be Rs 532.56 lakhs. This will be the maximum amount and which excludes service taxes/ GST as applicable from time to time, which will be paid extra at actual. Local travel mentioned above includes all travel cost within Odisha.

5. **Annexure-II ,Clause-18 is Modified and to be read as under:**

**Evaluation of Offers:**

Bids received and found valid will be evaluated by CLIENT to ascertain the best evaluated bid in the interest of CLIENT for project services under this document. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however CLIENT reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. . Each respective technical bid will be attributed a technical score as per following breakup:

SN	Main Criteria and Weights out of Total 100 marks	Sub Criteria	Sub Weights
1.	Financial Strength - 15	Consultancy Turnover (average 3 years). Rs 10..0 Cr or above—5 Mark For every additional Rs 2.0 Cr- 1 Mark each subject to Max- !0 marks.	10

SN	Main Criteria and Weights out of Total 100 marks	Sub Criteria	Sub Weights
		Net Worth (average 3 years)- Rs 2.0 Cr & above-2Marks. For every additional Rs 1.0 Cr – 1 Mark each subject to maximum of 5 Marks.	05
2.	Institutional Strength – 20	Quality and Number of OWN Faculty/ Expert/ Technical Support (in 3 specified domain areas with Minimum Qualification – Post Graduate in relevant subject and Minimum 15 years experience in specified domain area) Maximum 5 experts in each domain area. 1 Mark each for eligible expert- Max – 15 marks	15
		Total No. of Personnel in the Payroll of the Institution(as on 31/03/2017). 100 No & above—2 Marks. For each additional 20 personnel- 1 Mark each subject to max of 5 Marks.	05
3.	Similar Experience (Establishment and operationalization of PMU/ PIU/ PMC/ SLTC/ CLTC/Ect. - in last 5 years up to 30th June 2017) – 20	Similar project with operation of at least 1 year & with annual contract value of the project awarded being not less than Rs. 50 lakh.  For each eligible project- 4 Marks subject to maximum of 20 Marks.	20
4.	Experience in other Consultancy(of 5 Best Projects in last 5 years up to 30 <sup>th</sup> June 2017) – 05	Project with Duration of contract to be more than 1 year and contract value above Rs 2.0 Cr--- 1 Mark for each project subject to Maximum – 5 Marks.	05
5.	CVs of 5 professionals , who are proposed to be the Team Lead– 20	Qualification	10
		Years of Experience	10
6.	Methodology including Management Plan– 20	Appreciation of the project and response to the ToR	05
		Methodology including work plan and proposed management plan	10
		Provisions to secure and retain professionals	05

**FOR SL-5 CV. Marking will be as under;**

- a. Qualification:- PG degree after MBA/Graduate in Engineering – 2marks, MBA/ Engineering Graduate—1marks,**
- b. Experience:- FOR 5-7 Years –1 mark, 8-10 years -1.5 Marks, Above 10 years- 2 Marks.**

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (St) in accordance with the total marks obtained. The bidders with technical bid score of minimum 80% **and above** will be considered technically qualified for further process.

The price bids of technically qualified bidders will only be opened for financial evaluation.

1. The price bid where Price offered is more than Maximum cost mentioned at ANNEXURE-II clause A.7 will be rejected. The O&M cost to be paid shall be 40% of Salary Quoted. Any other figure quoted in price bid will be ignored. The competent

authority reserves the right to reject financial bids which are less than 20% of the maximum cost specified.

- The successful Bidder shall be the one offering the LOWEST price i.e L1. However if more than one Bidder offers the same lowest price, in such case Bidder having higher technical score shall be the successful Bidder.

- Annexure-IV In Format for Financial offer Inclusive of tax changed to Exclusive of tax.

Revised Format as under:

#### Format for Financial Proposal

SI No. (1)	Number of Districts (2)	No of specialists (3)	ITEMS (4)	OFFER PRICE PER MONTH SI-5 (3x4)	OFFER PRICE MONTHS SL-6 (SI.5x12)
1	20 + SUDA	20 Team Leads	Salary @ Rs _____	Rs _____ (Maximum limit Rs.55,000/- x 20 =11.00Lakhs )	Rs _____ (Maximum limit Rs. 132.00 Lakh)
		46 Other Experts Including Finance Expert	Salary @Rs _____	Rs _____ (Maximum limit Rs.45,000/- x 46 =20.70Lakhs )	Rs _____ (Maximum limit Rs. 248.400 Lakh)
			O&M Cost @ 40% of Salary	Rs _____ (Maximum limit @ 40% of salary = Rs 12.68 Lakhs)	RS _____ (Maximum limit Rs.152.15 Lakh)
			TOTAL (Exclusive of Service Tax)	Rs _____ (Maximum limit Rs. 44.38 Lakh)	Rs _____ (Maximum limit Rs. 532.56 Lakh)
Service tax/ GST applicable on quoted price @-----% & amount Payable				Rs _____	Rs _____
TOTAL INCLUDING Service TAX GST					

- Fee offered above shall remain firm and fixed till completion of the contract
- The price bid where Price offered is more than Maximum cost (Exclusive Tax) mentioned above will be rejected. The O&M cost to be paid shall be 40% of Salary Quoted. Any other figure quoted in price bid will be ignored. The competent authority reserves the right to reject financial bids which are less than 20% of the maximum cost specified.

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name  
of Firm:  
Address:

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All other Terms of RFP Remains unaltered.

Additional Director, SUDA

